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GOVERNMENT OF INDIA
MINISTRY OF FINANCE
OFFICE OF THE COMMISSIONER OF CUSTOMS
CUSTOM HOUSE TUTICORIN 628004
website: www.tuticorincustoms.gov.in

C.NO.VIII/48/06/2008-Cus.Pol.(Vol XII)

Dated:20.10.2015

NOTICE INVITING TENDER

Sealed quotations are invited in the prescribed proforma from reputed service providers engaged in the business of Security Services to provide Security services in the O/o the Commissioner of Customs, Axis Project, Thootukudi for the year 2015-16. The tenderers must have a minimum experience of three years in providing security services to Government Departments, Public Sector Undertakings or large corporate offices. Copies of agreement / work order from clients shall be provided as evidence. The tenderers may collect the details including location, terms and conditions and the proforma for application in Annexure I, II, III, IV & V from the Superintendent (Admn), Office of the Commissioner of Customs, Tuticorin or download from the official websites www.tuticorincustoms.gov.in. The last date for receipt of the sealed tenders in the Office of the Commissioner of Customs, New Harbour, Tuticorin is **16.11.2015 - 17.00 Hrs.** The Technical Quotation and Financial Quotation should be submitted in two separate sealed covers (Annexure-III and Annexure-IV separately). The amount quoted in Financial Quotation should be exclusive of Service Tax. The tenders will be opened before the bidders on the next day **at 17.00 Hrs** The tenders received after the last date and time and non-compliance of the procedures will be summarily rejected.


29/10/15
(SURESH NANDANWAR)
ADDITIONAL COMMISSIONER

ANNEXURE-I

Office Address where Security Services need to be provided

I. HEADQUARTERS

Advanced X -ray Inspection System (AXIS) Project, Near Custom House, New Harbour,
Tuticorin

II. NO. OF SECURITY PERSONS REQUIRED

Axis Building : 8 security persons for 3 shifts

Total Security persons required: 8 persons

ANNEXURE-II

I TENDER PROCESS

1. Tender is invited in two parts i.e., (1) Technical Bid (2) Financial Bid
The Tender form for Technical Bid in proforma prescribed in Annexure- III and the tender form for the Financial Bid in proforma prescribed in Annexure-IV complete in all aspects shall be submitted in two separate sealed covers addressed to the O/o the Commissioner of Customs, Custom House, New Harbour, Tuticorin—628004 on or before 16.11.2015 @ 17.00 Hrs. The sealed covers should be superscribed with appropriate bid head like Technical Bid - Contract for providing Security services and Financial Bid - Contract for providing Security services respectively. Technical Bids will be opened on 17.11.2015 @ 17.00 Hrs., in the presence of bidders at the Conference Hall. Incomplete bid documents shall be rejected. The valid Technical bids shall be scrutinized by this office to short list the eligible bidders. Thereafter, the Financial bids of the short listed bidders who have qualified in Technical Bid will be opened. Late submission of tenders shall not be accepted.
2. If the tenders are sent by post/courier, it should be ensured that the cover should be intact at the time of reaching destination without any damage or loss. Department is not responsible for the delay on account of postal/courier services.
3. Earnest Money Deposit of Rs.10,000/- (Rupees Ten Thousand only) per application in the form of Demand Draft / Banker's Cheque of Scheduled Bank drawn in favour of "The Commissioner of Customs, Custom House, Tuticorin" shall accompany the Technical bid. Technical bids without Earnest Money Deposit will be rejected. Earnest Money Deposit will be returned to all the unsuccessful bidders at the end of the selected process. However, the Earnest Money Deposit shall be forfeited in case the successful bidder withdraws or the details furnished in Annexure - III & IV are found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit and Earnest Money Deposit of selected bidder will be returned on furnishing performance guarantee as detailed below:
4. **PERFORMANCE GUARANTEE:** The Successful bidder has to submit an amount equal to one month's payment as performance guarantee deposit in the form of Bank guarantee from a Nationalised Bank / Demand Draft / Banker's Cheque of a Scheduled Bank drawn in favour of " **The Commissioner of Customs, Custom House, Tuticorin**" before awarding the contract. The

performance guarantee shall be refunded to the selected bidder without any interest within one month from the completion of contract period.

5. **The tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained therein and submit the same along with the Technical Bid.** The tenderer would fill up the information in the Annexure III & IV enclosed at the end of this document in clear and legible terms. Wherever required the price quoted shall be written in figures and words as well. Annexure shall also have to be signed and stamped by the bidder or his authorized signatory. **The tenderer shall quote their rates for the service to be provided (in both words and figures),** which should include deduction towards PF and ESI, bonus etc. and the same would not be payable over and above the rates thus quoted.
6. **This office reserves the right to postpone / and / or extend the date of receipt / opening of Rates / Quotations or to withdraw the same without assigning any reason thereof.**
7. This office reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds of such action.
8. The tender forms shall be rejected if it is not complete in any aspect.
9. The tender documents are not transferable.
10. The short listed tender along with the documents will be submitted to the "Competent Authority" and upon approval by the "Competent Authority" the successful bidders will be intimated about the award of contract to them.

II) TERMS AND CONDITIONS FOR SECURITY SERVICES

ELIGIBILITY CRITERIA

- 1) Bidders should have minimum three years of experience in providing security services to various organization and should have completed atleast two such works with an Annual Contract value of Rs.7 lakhs in the similar activity in the last three years. Evidence for the same should be provided.
- 2) The bidder must have ESI Registration, EPF Registration and Service Tax Registration. Copies of Registration Certificate should be enclosed.
- 3) The evidence for filing of Service Tax returns and IT returns along with Profit and Loss Account and Balance Sheet for the past three Financial Years 2012-13, 2013-14 & 2014-15 should be enclosed along with the Technical Bid.

- 4) The bidder must have an Annual Average Turnover of not less than of Rs.7 lakhs during the last three Financial Years 2012-13, 2013-14 & 2014-15 certified by a Chartered Accountant.
- 5) The bidder must produce a solvency certificate from his banker for amount not less than AMOUNT OF THE CONTRACT FOR THE FINANCIAL YEAR 2015-16.
- 6) The successful bidder should obtain a license under the Contract Labour (R&A) Act, from the licensing authority, within one month from the date of awarding the contract.

III OTHER TERMS AND CONDITIONS:

- 7) The contract will be in force for a period of one year from 01.12.2015 to 30.11.2016
- 8) The security persons employed should work on **all days**.
- 9) The working hours will be eight hours per shift and 3 shifts a day.
- 10) The Personnel employed should be able, healthy, below 40 years and should be sufficiently educated to maintain the visitor's register. They should be well behaved and well mannered. They should be provided with uniforms and identity cards prominently displayed.
- 11) If a particular security person is absent on any day another security person should be deployed in his/her place.**
- 12) The personnel should attend to work punctually.
- 13) During night hours and on holidays, the guards should go around the building premises to have effective control over the Government properties.
- 14) All damages caused by the personnel to the property of the Department shall be recovered from the Service provider.
- 15) The Service provider should deploy one full time Supervisor with mobile phone who shall report to the Admn section daily.
- 16) No other persons except the persons authorized by the service provider shall be allowed to enter the office premises.
- 17) The tenders will be summarily rejected if the rates quoted do not factor in the minimum wages prescribed by the Government of India as on date. The service provider is responsible for the **payment of minimum wages as prescribed by the Government of India under Minimum Wages Act** in this regard.
- 18) Besides ESI and PF per head at the prevailing rate, other statutory requirements at the current rate should be paid by the Security Agency every month as per the existing Rules.

- 19) The Security Agency is responsible for payment of monthly salary including leave salary, bonus, gratuity etc., to the personnel as applicable to them.
- 20) The Security Agency should have at least 3 years of experience in providing similar Security Services in any Government/reputed Establishments.
- 21) The Security Agency should ensure that there is no scope for any grievance from the personnel on delayed payment of wages or there is any decrease in their applicable wages. The employees engaged by the Security Agency will be in the employment of the Security Agency only and not of the Customs Department. The staff provided by the service provider shall have no right to claim/seek employment in the Department based on the service rendered or on any other basis and it is purely a contractual responsibility through the Service provider.
- 22) The persons deployed by the Service provider shall have no legal right to seek employment in the Department and no legal proceedings would be entertained by this Department in this connection.
- 23) The Service provider should have the valid license to engage in the business of private security agency obtained from the Police Department of Tuticorin.
- 24) The Security Agency shall indemnify and shall keep this Office indemnified against acts of omission or negligence, dishonesty or misconduct of security persons engaged for the work and this office shall not be liable to pay any damages or compensation to such person or to third party.
- 25) All existing statutory regulations both State & Central Governments shall be adhered to and complied with by the Security Agency and all records maintained thereof should be available for scrutiny by this office. Failure by the Service provider to comply with such statutory requirements and / or the terms of the agreement during the period of agreement or deficiency in services shall result in termination of the contract.
- 26) This office reserves the right to terminate the services of the Security Service provider at any time without giving any notice or reasons whatsoever.
- 27) No escalation of price whatsoever would be allowed during the pendency / currency of the contract.
- 28) If any time during currency of JOB the SCOPE OF WORK for which this job has been awarded is reduced / abandoned, the payment / value of this job order shall be reduced on pro-rata basis by this office and would be binding on the Service provider.

- 29) This office reserves the right to extend the duration of the contract for a further period of 12 months subject to satisfactory performance and on mutually agreed terms and conditions.
- 30) Quotations received other than in the prescribed proforma and after the closing hours of the last date will be summarily rejected. The proforma can be either downloaded from the website www.tuticorincustoms.gov.in, or can be obtained from the Admn section.
- 31) Any dispute arising out of this agreement or that which may arise in future shall be resolved by taking recourse to mutual settlement arbitration / conciliation clauses formulated by International Centre of Alternative Dispute Resolution (ICADR) failing which the dispute will be subject to Tuticorin jurisdiction only.
- 32) In the event of any question, dispute / difference arising during the course of provision of the service the same shall be referred to the sole arbitration to the Chief Commissioner of Customs, Trichy or his nominee.
- 33) In acceptance of the Tender or otherwise, the decision of this Department is final.
- 34) The Service provider shall submit the bill for every month by the 1st day of following the month. No interim bills will be entertained. Payment will be made through cheque within a month from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective Administrative Officer . The payment is subject to TDS as applicable under the Income Tax Act, 1961.

The tenderer should ensure that the following documents are part of

TECHNICAL BID:

- a) Annexure III (duly filled in) along with necessary enclosures.
- b) EMD for Rs.10,000/- Demand Draft / Banker's Cheque drawn in favour of "The Commissioner of Customs, Custom House, Tuticorin" payable at Tuticorin.
- c) Tender Document (all pages signed)

THE FINANCIAL BID:

- a) Duly filled in Annexure IV
- b) Financial enclosures duly filled in (Annexure V).

(to be submitted in a **separate sealed cover** with a mention
"TECHNICAL QUOTATION"
at the top of the sealed cover)

ANNEXURE - III

**PROFORMA FOR SUBMISSION OF QUOTATION FOR SECURITY SERVICE
FOR THE AXIS PROJECT, CUSTOM HOUSE, TUTICORIN
FOR THE YEAR 2015-16**

1	Name of the Service Provider (with Mobile Number)	
2	Registered Address of the Service Provider (Telephone No. & Fax No.)	
3	PAN Number	
4	Details of Service Tax Registration along with evidence of payment of Service Tax during the last 3 years (year-wise details), if any	
5	Details of ESI & EPF Registration along with evidence	
6	Details of Turnover of your firm during the last 3 years.	
7	Experience in years along with details (enclose copies)	

Date:

Station:

Signature
(Name & Designation)

(to be submitted in **a separate sealed cover** with a mention
"FINANCIAL QUOTATION"
at the top of the sealed cover)

**PROFORMA FOR SUBMISSION OF QUOTATION FOR SECURITY SERVICE
FOR THE AXIS PROJECT, CUSTOM HOUSE, TUTICORIN
FOR THE YEAR 2015-16**

ANNEXURE - IV

1	Name and address of the Service Provider	
2	Registered Address of the Service Provider	
3	Rate per security person per day	
4	Rate quoted per security person per month	
5	Total value for 8 security persons per month*	

* Service Tax extra

Date:

Station:

Signature
(Name & Designation)

ANNEXURE V

FINANCIAL BID ENCLOSURE

RATE OF WAGES FOR A SECURITY PERSON

Basic Pay : Rs.

Variable DA :Rs.

Gross Daily Wages :Rs.

Add: Statutory Contributions

a. EPF (12%) :Rs.

b. Pension Fund(1.61%) :Rs.

c. ESI (4.75%) :Rs.

d. Bonus (8.33%) :Rs.

Add: Security Service provider's Service Charges:

% of Gross Wages :Rs.

Wages for 26 days :Rs.

Wage Rate per Square foot per month :Rs.

(Rupees)

Signature of Authorised Signatory with date