

**OFFICE OF THE PR. COMMISSIONER OF CUSTOMS (GENERAL)**  
**NEW CUSTOM HOUSE, BALLARD ESTATE MUMBAI – 400 001.**

F.No. S/43-27/2015-16 CHS Pt.I

Date: 09.05.2018

**RE-TENDER NOTICE**

I am directed to convey that the Competent Authority, NCH, Mumbai Customs, Zone-1 has decided to go for re-tender for inviting fresh tender from eligible and experienced/reputed firms, to provide Facility Management services at Container scanner Project, Wadi Bunder, Mumbai under the jurisdiction of **Chief Commissioner of Customs, Mumbai Zone-I, Ballard Estate, Mumbai – 400001**. Details of the services required may be seen from the e-tender notice below.

The earlier tender advertisement dated 16.03.2018 on the Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and on the official websites of department ([www.cbec.gov.in](http://www.cbec.gov.in) & [www.mumbaicustomszone1.gov.in](http://www.mumbaicustomszone1.gov.in)) and their entire proceedings should be treated as cancelled.

Interested bidders are advised to go through the revised tender document submitting the bids in two bid system (Technical & Financial). **The bidders who had submitted their bids earlier will have to submit their application again along with relevant documents and fresh EMDs if they want to participate in the tender process again. The EMDs deposited by them earlier is being returned separately.**

**(SHASHANK SHEKHAR)**  
**ASSTT. COMMISSIONER OF CUSTOMS**  
**CHS/ NCH, MUMBAI.**

**OFFICE OF THE PR. COMMISSIONER OF CUSTOMS (GENERAL)**  
**NEW CUSTOM HOUSE, BALLARD ESTATE MUMBAI – 400 001.**

F.No. S/43-27/2015-16 CHS pt. I

Date : 09.05.2018

**NOTICE INVITING e-TENDER**

**SUB: CALLING FOR E-TENDERS TO AWARD ANNUAL MAINTENANCE CONTRACT(AMC) OF FACILITY MANAGEMENT SERVICES AT CONTAINER SCANNER PROJECT AT WADI BUNDER, MUMBAI-REG**

Online e-Tenders are invited by the Principal Commissioner of Customs (General), New Customs House, Ballard Estate, Mumbai from all eligible and experienced/reputed firms, to provide Facility Management services at Container scanner Project, Wadi Bunder, Mumbai under the jurisdiction of **Chief Commissioner of Customs, Mumbai Zone-I, Ballard Estate, Mumbai – 400001**. Details of the services required and other terms and conditions relating to the award of contract are given in the Annexure – I.

**The enclosed e-Tender should be submitted in the prescribed e-Tender Form only.**

The Contractor should go through the details and sign each and every page of e-tender including its enclosures as a token of acceptance of the terms and conditions of the e-tender.

The e-tender form for Technical/qualifying bid prescribed in Annexure –II and the e-tender form for the financial bid prescribed in Annexure – III complete in all respects shall be submitted on-line on or before 31.05.2018.

All prospective bidders are invited to submit their bids under Two Bid Systems for the subject work as detailed below in accordance with the tender documents enclosed.

MODE OF TENDERING	: e-Tendering through our portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
EARNEST MONEY DEPOSIT	:Rs. 50,000/- (Rupees Fifty Thousand only) (RBI A/c Commissioner of Customs, Mumbai)
PRE BID MEETING (PBM)	: 24.05.2018 at 03:00 PM
VENUE FOR PBM	: CHS Section, Ground floor, New Custom House, Ballard Estate, Mumbai – 400 001.
LAST DATE AND TIME FOR SUBMISSION OF BID / TENDER	: 31.05.2018 by 05:00 PM
DATE& TIME FOR OPENING TECHNICAL / QUALIFYING BID	: 01.06.2018 at 11:00 AM
DATE & TIME FOR OPENING FINANCIAL BID	: 04.06.2018 at 11:00 AM

Interested bidders may download the Notice Inviting e-Tender from the portal [www.eprocure.gov.in](http://www.eprocure.gov.in) . The tender enquiry documents will be available on official website ([www.cbec.gov.in](http://www.cbec.gov.in), [www.mumbaicustomszone1.gov.in](http://www.mumbaicustomszone1.gov.in)) and on <http://eprocure.gov.in> from **09.05.2018**. In the event of any of the above mentioned dates being subsequently declared as a holiday / closed day for this Office, the tenders will be opened on the next working day at the scheduled time.

The e-Tenders should be submitted on-line on the website [www.e-procure.gov.in](http://www.e-procure.gov.in) complete in all respects on or before **31.05.2018** in two separate files addressed to the Assistant Commissioner, CHS, office of the Pr. Commissioner of Customs (General), New Custom House, Ballard Estate, Mumbai-400001. The technical/ qualifying bid shall be opened by the e-Tender Evaluation Committee on **01.06.2018**. Incomplete bids shall be rejected. The valid bids shall be scrutinized by the e-tender evaluation committee to shortlist the eligible bidders. Thereafter, the financial bids of the short listed bidders shall be opened on **04.06.2018** by the e-tender evaluation committee.

Bidders shall submit the technical as well as the financial bid through e-tendering portal only. Bids submitted by courier/ post/ in person shall not be accepted in this tender.

The Bidder should clarify any doubts/queries regarding the specification/brand from the Inspector/Superintendent of Customs, on any working day between 11.00AM to 5.00 PM before **31.05.2018**. **The Bidder should fulfil pre-qualification conditions of the e-Tender and should sign each and every page of the e-tender including the annexure as a token of acceptance of having read and understood all the terms and conditions contained therein' and submit all documents attested by the authorized person along with the bid. The e-tender form shall be rejected if it is not complete in all respects.**

-Sd/-

**(SHASHANK SHEKHAR)**

**ASSTT.COMMISSIONER OF CUSTOMS**

**CHS/ NCH, MUMBAI.**

Encl: - Annexure I to VI

Copy to:

- i. Notice Board
- ii. EDI for posting on Mumbai Customs website.

**ANNEXURE-I**  
**TERMS AND CONDITIONS**

**1. SCOPE OF THE CONTRACT:**

The prime object of the Facility Management Services is to support the staff with facility of electrician, plumber, gardener, housekeeping, traffic movement coordinators, pantry person etc. The scope of work involving this e-tender for AMC of Facility management of chambers/sections/corridors/staircases area within the premises of Container Scanner project at WadiBunder, Mumbai which includes One Building comprising of ground plus first floor and open space area inside the boundary wall (Total area of **13692 Sq.Mtrs** which has Built Up area **1222 Sq.Mtrs** and open area of **12470 Sq.Mtrs**. The Built up area includes Tunnel Area **320 Sq.Mtrs**, having **11.8 Sq.Mtrs** height. To have better idea of scope of work, interested bidders can visit the site on 21<sup>st</sup> to 23<sup>rd</sup> **May, 2018** between **10:30 am to 4:00 pm**.

**2. DESCRIPTION OF WORK:**

- i. Traffic Coordinators should take control of movements trucks/container movements which arrives for scanning and co-ordinate with drivers /customs staff meant for scanning. He should ensure that drivers come out of tunnel of Scanning project.
- ii. Electrician should be able to attend all related jobs including generator operations etc. Plumber should attend requirement of water storage and distribution. Gardener should maintain the garden.
- iii. Daily sweeping and wet moping of the entire office area of the Container Scanner Project including Corridors, staircases and open spaces which should begin by 0700 hrs and shall be finished before arrival of department staff members i.e. before 1000 hrs. on daily basis for all the days except on Sundays and public holidays. Staff deployed should be available in the Container Scanner Project Premises from 0700 hrs to 1600 hrs.
- iv. All Chambers /sections shall be cleaned before 09.30 hrs on every day basis.
- v. Cleaning of all chambers/ Sections, corridors and stair cases twice a day.
- vi. Cleaning of roofs, ceilings of the entire premises on regular basis.
- vii. Dusting and wiping of all furniture like tables chairs, sofas, computer table/ chair and electronic gadgets like computers, telephones, fax machines, photo copier machines etc.
- viii. Cleaning of all the doors, windows, partitions including the particle board, glass and aluminium channels in the entire office area.
- ix. Cleaning of Toilets/urinals, wash basins, tiles, mirror by using disinfectants like phenyl, Harpic, Vim, Surf etc. twice a day and whenever required and changing of naphthalene balls at regular intervals.
- x. Removal of blockages and clogging in the wash basins and other sanitary fittings for smooth outflow of waste paper.
- xi. Shifting of furniture, files and other office equipment's, whenever required.
- xii. All arrangements related Conferences, meetings, seminars and events organized by the department.
- xiii. Any work assigned by CHS Section, New Custom House, Mumbai not included above and which deals with the Facility management, cleaning and maintenance of the Scanner Project Premises.
- xiv. At least one attendant should be available at site on 24\*7 basis.

- xv. Similarly, electrician, plumber, gardener and traffic movement coordinator should be available during office hours. Electrician, Plumber should be technically well qualified and experienced.

### **3. ELIGIBILITY CRITERIA FOR TECHNICAL/QUALIFYING BIDS:**

Technical/qualifying Bids shall be submitted in a prescribed format as laid down in Annexure II to this NIT. The contractors shall provide information/ documents/ annexures as listed below.

- The Contractor must have registration with authorities under SERVICE TAX, VAT, SALES TAX **along with GST** and valid PAN Number since 01.04.2015 (three years prior to the issue of this NIT) and self-attested copy of these registration certificates should be enclosed to the Bid.
- The Contractor must be registered with the ESI and EPF authorities and other relevant Labour Authorities since 01.04.2015 (three years prior to the issue of this NIT) and self-attested copies of these registration certificates should be enclosed to the BID.
- **The Contractor must have valid Labour License and should adhere with the minimum wages act issued by Ministry of labour and Employment from time to time and self-attested copy of these registration certificates should be attached to the Bid document.**
- The Contractor must have Shop & Establishment Registration (Gumasta License) since 01.04.2015 (three years prior to the issue of this NIT) and self-attested copy of the same should be enclosed to the BID.
- The Contractor must have ISO certification. Self-attested copy of the same should be attached to the BID document.
- The Contractor must have minimum annual turnover of Rupees Two Crore each year from the Facility management Services contracts for three consecutive years prior to the current financial year i.e. for the period 2014-15, 2015-16 and 2016-17. Copies of Profit and Loss A/c, Balance Sheet, Audit Report and Income Tax Returns of the concern duly attested by Chartered Accountant should be enclosed with the BID. Annexure VI dully filled and signed by the contractor shall be submitted in this regard.
- The contractor must furnish Solvency Certificate from the nationalised bank.
- The Contractor must have minimum three years of experience as Facility management Service Provider. Experience of contracts with Central Govt./ State Govt./ Public Sector organisations will get preference. Annexure III, IV and V dully filled and signed by the contractor shall be submitted in this regard.
- The contractor shall have minimum of 250 staffs on its payroll. Documentary proof of their EPF contribution during the last 6 months may be attached.
- The Contractor should depute at least 15 permanent staff from its payrolls at the Office site.
- The Contractor must provide list of Facility management and Cleaning Equipment's owned by him and which he shall use in the execution of the contract.
- **The Contractor must provide number of personnel with their designation/job profile, he proposes to deploy for execution of the contract. Details of plumber and electrician should be provided.**
- The contractor should not have been disqualified by any Govt. /Semi Govt. organisation for similar work in the past. An undertaking to this effect must be submitted along with the Qualifying bid.
- The contractor shall satisfy all the conditions mentioned in detailed tender notice.
- Similarly, electrician, plumber, gardener and traffic movement coordinator should be available during office hours. Electrician, Plumber should be technically well qualified and experienced. Traffic co-ordinators should have working knowledge of reading and understanding local language, Hindi and English.
- The firm should have experience of doing or completed job of house-keeping services of at least 1,50,000sqft. Area in last 3 years.
- The firm must be registered with the State/Central Labour Commissioner, copy to be attached.
- The firm should have minimum 1 (One) work order with completion certificate of Rs. 35 lakhs per Annum, in the last two years.
- The firm should have at least one Office in Mumbai; proof of the same should be attached.

**4. SUBMISSION OF BIDS:** Bids have to be submitted online in our e-tendering system ([www.eprocure.gov.in](http://www.eprocure.gov.in)). Bidders shall submit the Technical as well as Financial Bids through e-tendering portal only. Bids submitted by Courier/Post/in person shall not be accepted in this e-tender.

**5. FINANCIAL BID REQUIREMENTS:**

The contractor shall submit Financial Bid in a stipulated format as laid down in Annexure III to this NIT. The contractor shall mention his quotation for contract work in the form of rate (in Indian rupees to be mentioned in figures and words separately) per square feet per month and for total contract period i.e. for the year. The quoted rate shall include all the taxes and all other liabilities. Bid shall not be submitted based on the quotation rate on the number of personnel to be deployed.

**6. EARNEST MONEY DEPOSIT (EMD):**

Earnest Money Deposit in the form of Demand Draft/Bank Guarantee of requisite amount in original in the prescribed formats and in the manner prescribed in the bid documents should be submitted prior to bid submission in sealed envelope. However, if the bidders are unable to submit EMD in original on the due date, they may upload a scanned copy of EMD while submitting the bid electronically, provided the original EMD copy of which has been uploaded, is received by the Office of the Pr. Commissioner of Customs, CHS Department, New Custom House, Ballard Estate, Mumbai – 400 001 within 7 days from the date of Technical/Qualifying bid opening, failing which the bid shall be rejected irrespective of their status/ranking in e-tender and notwithstanding the fact that a copy of EMD was earlier uploaded by bidder.

Only EMD/Authority/Power of Attorney shall be submitted in original in physical form on or before the bid due date.

**7. BANK GUARANTEE:**

On receipt of intimation of award of contract from the Department, the successful vendor shall submit a Bank Guarantee of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) issued by a nationalised bank within 30 days of award of AMC. The bank guarantee shall be in favour of "RBI A/C Commissioner of Customs (General) "Payable at par in Mumbai valid for the contract period and plus three months thereafter. EMD will be part of the Security deposit and the EMD of the successful bidder can be refunded after depositing of the Security deposit.

- No Interest will be payable by the Office of Principal Commissioner of Customs (General) on Security deposit.
- In case of breach of Contract or any violation of any terms of Contract, Security deposit shall be forfeited.

**8. RESPONSIBILITY OF CONTRACTORS:**

- ❖ The contractor will have to provide all the manpower and equipments and consumable needed for the contract work at their own cost. The material required in the process shall be provided by the department.

- ❖ The contractor will have to ensure that the persons deployed are within the age group of 18 years to 50 years and have sound health. They understand local language and are experienced in the contract work.
- ❖ The Contractor shall on award of contract shall furnish names and addresses of and submit the photo and residential proof of his personnel deployed for the contract work to the department. No other person except Contractor's authorized representatives about whom this department is informed shall be allowed to enter the premises.
- ❖ The Contractor shall provide uniform and identity cards to its personnel. He shall ensure that the deployed personnel invariably wears the uniform and displays their identity cards while discharging their functions so that they can be easily identified by one and all.
- ❖ The Contractor will have to ensure the Punctuality, mannerism, good behaviour and proper conduct of the personnel it deploys for execution of the contract. The personnel so engaged by the Contractor should be polite with pleasing manners, co-operative, disciplined and should not smoke or be drunk or engage in unlawful activities such as playing cards etc. while on duty and inside the campus premises of Container Scanner Project. They shall be under his employment and disciplinary jurisdiction. However they shall be subject to the overall discipline of Office of the Commissioner of Customs (General), Container Scanner Project, WadiBunder, Mumbai. No tips in any form shall be accepted/ entertained.
- ❖ The contractor shall be solely responsible for regular payment of wages/salaries other benefits and allowance to his personnel as per the prevalent labour laws and/or any other payments that might become applicable under any Act or Order of the Central/State Government and this department shall have no liability in this regard. The contractor shall furnish necessary proof in this regard whenever required.
- ❖ The contractor shall provide the safety articles/equipments to its personnel. Safety of the personnel deployed by the contractor will be the sole responsibility of the Contractor and that the Department will not be responsible for any kind of hurt/loss/damage caused to the personnel on account of any accident or mishap.
- ❖ The contractor shall be solely responsible for regular deposition of contribution to EPF, ESI etc. for the personnel it deploys. There shall be no liability on department in this regard. As and when demanded the contractor shall submit copies of such payments to the competent authority.
- ❖ Insurance covers protecting the agency against all claims applicable under the Workman's Compensation Act 1948 shall be taken by the Contractor. The contractor shall arrange necessary insurance cover for all the persons deployed by him even for short duration. This department shall not entertain any claim arising out of mishap, if any that may take place. In the event of any liability/claim falling on this charge the same shall be the responsibility of the contractor.
- ❖ The Contractor shall pay the Govt. dues such as GST, Service Tax, Professional Tax etc. as and when required. Department shall not be responsible in any manner in this regard. As and when demanded, the contractor shall submit the copies of such payments in the contract period to the competent authority.
- ❖ The contractor should pay EPF and ESIC contributions (of employer and employee) on monthly basis and submit its ECR / challan copies to this department failing which monthly bills will not be processed further.

- ❖ The contractor shall be liable to pay compensation of any loss to the property of the Department caused by the acts of omission and/or commission by its personnel.
- ❖ In case of any loss caused to the third party by way of the conduct of the personnel deployed by the contractor, department shall not be responsible. Contractor shall be solely responsible to compensate the third party in such cases.
- ❖ The contractor and/or its personnel shall not allow movement of equipment/items or any property of the department in or out of the Container Scanner Project Premises without prior permission of the competent authority. Contractor shall be solely responsible if any equipment/items or property is found missing and will have to compensate the department as decided by the competent authority of the department. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- ❖ The contractor shall render services every day including Saturdays except Sundays and National Holidays. In case of administrative exigencies as and when need arises the contractor shall provide his services and personnel even on the Sundays and National Holidays at no extra cost.
- ❖ The contractor shall not subcontract or outsource the Contract work in any manner.
- ❖ The contractor shall not communicate or use in advertising, publicity, bidding for other contract, sales releases or in any other medium, photographs or other production of the work under this contract.

#### **9. Terms of Payments:**

- i) The contractor shall submit the bill on monthly basis in duplicate duly certified by the CHS section and same shall be paid thereof after making recovery, if any. No interim bills will be entertained. The bill payment will be subject to TDS applicable under the Income Tax Act 1961. The bill shall be accompanied by certificates from nodal officers nominated by this department of each floor, certifying the proper execution of the contract work.
- ii) Payment due to the contractor shall be made by the Office of the Commissioner of Customs (General) by ECS/ NEFT. For this, the contractor is supposed to submit a mandate form to the office. In all cases, the contractor shall present his bill pre-receipted with proper revenue stamp.

#### **10. OTHER TERMS AND CONDITIONS:**

1. Bidders shall submit the financial bids strictly as per the format attached with this e-tender. Financial bids containing any fresh conditions (not mentioned in the technical bid) shall be liable for rejection. Bids must be submitted within the stipulated date and time as indicated in the tender and should be valid for a period of 90 days from the final date of submission of e-tender.
2. Any bidder who wishes to quote against this tender may download the bidding documents from this office website ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and submit the bids complete in all respect online on or before the due date/time along with an undertaking that the contents of the bidding documents have not been altered or modified.



3. The bidders are required to submit scanned copies of all certificates/documentary evidences towards the proof of meeting the eligibility criteria along with other requisite documents through our e-tender system. Non-submission of the scanned copies of the requisite certificates/documents shall render the bid non-responsive and shall be liable for rejection.
4. This is zero deviation e-tender. Bidders are strictly advised to confirm compliance of tender conditions and not to stipulate any deviations in their offer. Subsequent to bid submission, this office shall not seek confirmation/clarifications and any bids which are not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents/confirmations strictly as per the check list enclosed. Any change in bid after the due date of submission is not allowed.
5. The prices/rates quoted by the contractor shall remain firm till the issue of final certificates and shall not be subjected to any escalation. The price schedules shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work. The contract price shall be inclusive of all levies, taxes, transportation charges, stamp duties etc. from and of Central or State Government or Local Bodies whatsoever. Contractor shall also obtain and pay for all clearances, permits, or other privileges necessary to complete his obligations as per contract. For work under unit rate basis, no alteration shall be allowed in the schedule or rates, reasons of works or any part of them being modified altered, extended, diminished or omitted. The price schedules are fully inclusive rates which have been offered by the contractor and agreed to by the Office of the Principal Commissioner of Customs (General) and cannot be altered.
6. The Office of the Principal Commissioner of Customs (General) reserves the right to cancel the contract at any time after acceptance of the same with a notice. The Contractor/Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work/supply in full but he did not derive in consequence of the foreclosure of the whole or part of the works. The Contract shall be valid for a period of one year i.e. from the date of issuance of the contract. OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL) reserves the right to terminate the Contract awarded at any time during the currency of the Contract without assigning any reasons **by giving one month's notice in advance** in writing. The Successful Contractor shall be required to give three month's advance notice in writing for termination of the contract, failing which due action shall be taken. If all or part of the contract is terminated in accordance with the provisions contained above, the Office of the Principal Commissioner of Customs (General) shall pay charges up to the effective date of termination. However, the termination of the contract shall not relieve the contractor of any of his obligations imposed by the contract with respect the work performed by them prior to such termination.
7. A prospective bidder requiring any clarification of the e-Tender document may contact the concerned official (Superintendent of Customs- CHS Dept.) at the scheduled date and time of the pre-bid meeting. Bidders are requested to attend the pre-bid meeting sothat their queries, if any, related to the tender/scope of work; e-tendering can be addressed during the meeting.
8. At any time prior to the last date of receipt of bids, Office of the Pr. Commissioner of Customs (General) may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidders, modify the e-tender documents by an amendment.
9. The Office of the Principal Commissioner of Customs (General) reserves the right of

accepting any bid other than the lowest or even rejecting all the bids without assigning any reasons thereof and it shall also, at its own discretion extend the last date of receipt of bids. The decision of the Office of the Principal Commissioner of Customs (General) is final in all the matters of e-tender and purchase.

10. Prior to the commencement of the Contract, officials from the OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL) shall inspect office of the Contractor. Also, during the period of the Contract, there shall be periodical inspection of Guest Houses / Documents.
11. The Contractor undertakes that he shall comply with all conditions laid down under all applicable statutes, licenses and permissions and undertakes to keep all licenses and permissions valid and subsisting during the period of contract failing which this service agreement shall be liable to be terminated without notice or compensation or any payment whatsoever at the sole discretion of the Department.
12. All disputes and differences arising out of or in any way concerning the contract shall be settled after holding necessary discussions between the parties. However, in the event of any dispute/differences remaining unsolved, the same shall be referred to a sole Arbitrator to be appointed by the Department for this purpose. The decision of the Arbitrator shall be final and binding on both parties.
13. The contractor shall not engage any subcontractor for rendering the services mentioned in this contract.
14. The department shall be the sole authority to decide on the quality of service rendered by the Contractor. In case the performance of the Contractor is found unsatisfactory, the Department shall have the right to terminate the agreement without notice or compensation or any payment whatsoever at the sole discretion of the Department.
15. The Department shall have the right to withhold any reasonable sum from the amount payable to the Contractor under this contract, if the contractor commits breach of any of the terms and conditions of this agreement or if he fails to produce sufficient proof to the satisfaction of the department as to the payment of all statutory and other dues or compliance with other obligations.
16. The staff engaged by the Successful Contractor shall have no claim whatsoever on OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL) and shall not raise any industrial dispute either directly or indirectly with or against OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL) in respect of their service conditions as long as they are engaged at OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL)'s premises for execution of the Contract.
17. The Income Tax as per Rules shall be deducted from the bill. All statutory deductions such as TDS, etc. wherever applicable, but not limited to this list indicated, shall be deducted from the bills payable to the Successful Contractor at the applicable rates from time to time.
18. If the contractor fails to carry out the work in conformity with the contract documents or if he suspends the work without proper authority or if he fails to execute the work to the proper satisfaction of the authority or commits breach of contract then, the Office of the Principal Commissioner of Customs (General) shall have the power to take possession of the

Guest House and the materials and stock thereon and to rescind the contract, following which he shall not be entitled to any dues for the remaining period of the contract. In such case, the Office of the Principal Commissioner of Customs (General) shall have power to sell in such manner and for price as it may think fit all materials, pertaining to the contractor and to recover the said deficiency out of the proceeds of the sale.

19. Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract.
20. The rates quoted by the Contractor shall be firm during the period of contract.
21. The price to be paid by the Office of the Principal Commissioner of Customs (General) to the contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contract as per the terms of the contract shall be ascertained by the application of the respective price schedule and payment shall be made accordingly to the work actually executed and approved by the Office of the Principal Commissioner of Customs (General).
22. The Department shall have the right to withhold any reasonable sum from the amount payable to the Contractor under this contract, if the contractor commits breach of any of the terms and conditions of this agreement or if he fails to produce sufficient proof to the satisfaction of the department as to the payment of all statutory and other dues or compliance with other obligations.
23. The contractor shall furnish an undertaking to the effect that none of its Directors/Partners/Owner or associates have been convicted under any law of the land. The undertaking should also mention if any legal proceedings are initiated and are pending against them under any law of the land anywhere in India.
24. Under no condition, the Contractor or his staff shall claim the benefits of Office of the Pr. Commissioner of Customs (General)'s Rules, Wages & Allowances, facilities etc.
25. Office of the Pr. Commissioner of Customs (General) reserves the right to reject any or all e-Tenders without assigning any reason thereof at any stage of the process.

#### **11. COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiry of the duration of contract i.e. one year. Fresh agreement shall have to be drawn if both parties to the contract agree to extend the period of contract beyond one year by mutual consent.

#### **12. TERMINATION:**

In case the successful contractor wishes to terminate the Contract at any point of time, after acceptance, a notice to this effect should be given to the department at least three months in advance. The department is however at liberty to terminate the contract with immediate effect in case of breach of any of the terms and conditions of the contract or if the services are not found to be satisfactory at any time.

### **13. SUBMISSION OF APPLICATION FOR CONTRACT:**

- i. If an individual makes the application, it shall be signed by the proprietor above his full typed written name and current address.
- ii. If a proprietary firm makes the application, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- iii. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the application.
- iv. If a limited company or a corporation makes the application, a duly authorized person holding power of attorney for signing the application shall sign it. In such a case a certified copy of the power of attorney shall accompany the applications. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the tender application is filed.
- v. Applications made by FAX and those received late will not be entertained. The application should be typewritten and signed on each page of the application.
- vi. Overwriting should be avoided. Neatly crossing out, initiating, dating and rewriting shall make correction, if any. All pages of the document shall be numbered and submitted as a package with signed letter of transmittal. At no stage use of white ink/fluid or correction pen shall be used.
- vii. A senior Officer of the client should sign references, information and certificates from the respective clients certifying suitability, know-how and capability of the applicant.
- viii. The applicant is advised to attach any additional information, which he thinks is necessary to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after the tender document is submitted, unless the Office of the Commissioner of Customs (General) calls for it.

### **14. DATE OF OPENING OF e-TENDER APPLICATION ENVELOPES:**

Technical/qualifying Bid: - 01.06.2018 at 11.00 AM.

Financial Bid: - 04.06.2018 at 11.00 AM.

**(Shashank Shekhar)**  
**ASSISTANT COMMISSIONER OF CUSTOMS,**  
**CHS, MUMBAI ZONE-I**

Copy to:

- I. Notice Board, CHS.
- II. EDI for posting on Customs Website.

**ANNEXURE II**

**TECHNICAL/QUALIFYING BID FORM FOR TENDER OF FACILITY MANAGEMENT OF CONTAINER SCANNER  
PROJECT AT WADI BUNDER PREMICES, MUMBAI**

1	NAME OF THE CONTRACTOR	
2	TYPE OF ENTITY -PROPRIETARY FIRM, PARTNERSHIP FIRM, PVT. LTD. COMPANY	
2	ADDRESS	
3	TEL NO./FAX NO./MOBILE NO.	
4	NAME OF THE CONTACT PERSON	
5	TEL. NO./MOBILE NO. OF CONTACT PERSON	
6	EMD DETAILS @ Rs.50,000/-	DD NO._____/ Date:
7	LEGAL CERTIFICATES TO BE ENCLOSED AND DETAILS IN REGARD TO BE PROVIDED	
	GST REGISTRATION DETAILS	
	PAN DETAILS	
	SERVICE TAX REGISTRATION DETAILS	
	SALES TAX REGISTRATION DETAILS	
	VAT REGISTRATION DETAILS	
	LABOUR LICENSE DETAILS	
	ESI REGSITRATION DETAILS	
	EPF REGISTRATION DETAILS	
	SHOP AND ESTABLISHMENT REGSITRATION (GUMASTA LICENSE) DETAILS	
	ISO CERTIFICATE DETAILS	
8	ANNUAL TURNOVER OF PREVIOUS THREE FINANCIAL YEARS DETAILS (ANNEXURE VI ALONG WITH COPY OF PROFIT & LOSS A/C, BALANCE SHEET, AUDIT REPORT AND INCOME TAX RETURNS OF SAID THREE YEARS TO BE ENCLOSED)	
9	BANK SOLVENCY CERTIFICATE ENCLOSED	
10	EXPERIENCE IN FACILITY MANAGEMENT WITH DETAILS OF CONTRACTS IN PREVIOUS THREE FINANCIAL YEARS (RELEVANT ANNEXURE III, IV AND V TO ENCLOSED)	
11	NO. OF STAFF TO BE DEPLOYED FOR CONTRACT WITH THEIR JOB PROFILE	
12	DETAILS OF FACILITY MANAGEMENT CLEANING EQUIPMENT OWNED AND TO BE PUT IN USE FOR CONTRACT BY THE CONTRACTOR	
13	ANY EMPLOYEE OF THE OFFICE OF COMMISSIONER OF CUSTOMS ON YOUR BOARD OR SHARE HOLDER IN CONTRACTOR'S ENTITY	YES/NO, If yes, please provide details

14	HAVE YOUR ANY DIRECTOR/PARTNER/ENTERPRENUER CONVICTED UNDER LAW	YES/NO, If yes please provide details
15	HAS YOUR FIRM/COMPANY BLACK LISTED AT ANY TIME IN PAST BY ANY ORGANIZATION	YES/NO, If yes please provide details
16	ANY OTHER INFORMATION CONTRACTOR MAY LIKE TO FURNISH (MAY BE FURNISHED IN SEPARATE ENCLOSRE)	

#### DECLARATION

I/We hereby certify that information furnished above is true and correct to the best of my/our knowledge. I /We understand that if any deviation is found in above statement at any state I/We shall be blacklisted and will not have any dealing with the department in future.

I hereby confirm that I am authorised to sign the Tender Document.

Date:-

Place:-

Sign:-

Name:-

Desgn.:-

Co. Name & Seal

**ANNEXURE III**  
**FINANCIAL BID DOCUMENT**

1. Name of the Contractor :
  
2. Address of the Contractor :  
(With Tel. No., Fax E-Mail):
  
3. Name & Address of the Partners/Director :  
(With Mobile No.):
  
4. Contact Persons(s) (With Mobile No.) :

Name Of Work	Rate (per Sq. Feet)	Amount per month	Amount per year
Total area 13692 SqMt. (1,47,380 Feet) approx including 03 toilets approx.			

**Total Cost in Words:** \_\_\_\_\_

Note:

1. The rate should be inclusive of all taxes etc.
2. The services of the above personnel are required throughout the year round the clock. The rate includes the cost of relievers for weekly off, gazetted holidays and any other leave, in addition to statutory obligations like ESI, PF, Uniform, and as per Minimum Wages Act etc.
3. Rates quoted should be only on per square foot per month basis and not based on the number of persons to be deployed or per person basis.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them and all of it is included in cost.

(Signature of contractor with seal and Date)

**ANNEXURE IV**

**DETAILS OF ALL CONTRACT COMPLETED/UNDER EXECUTION DURING THE LAST THREE YEARS**

Sr. No.	Name of Contract & Location	Name of Client	Annual Cost of Contract	Date of Commencement as per contract	Period of contract	Litigation Arbitration pending/in progress with details	Name, Address & Tele No. of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9

**(Signature of the Contractor)**

Seal of organization



**ANNEXURE V**

**PERFORMANCE REPORT OF CONTRACT**

(Furnish this information for each individual contract in the following format from the employer for whom the contract was executed – **minimum 2 to be submitted**)

1. Name of Contract & Location :
  
2. Agreement No. :
  
3. Annual Value of Contract :
  
4. Date of Start :
  
5. Date of Completion :
  
6. Performance Report :
  - i) Quality of service : Excellent / Very Good / Good / Fair
  
  - ii) Resourcefulness : Excellent / Very Good / Good / Fair
  
7. Any penalty imposed for bad performance :
  
8. Any litigation pending :

**(Signature)**

Senior Level Officer of the Client with complete contact details

(Seal of the Organization)

Date:

**ANNEXURE VI**

**FINANCIAL INFORMATION OF THE ORGANIZATION**

- I. Financial Analysis-Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last 3 (three) years and certified by a Chartered Accountant, as submitted by the applicant to the Income Tax department (copies to be attached).

Sr. No.	Details	Financial Years		
		(14-15)	(15-16)	(16-17)
i)	Gross annual turnover in house keeping services			
ii)	Profit/Loss			
iii)	Financial Position as on 31.03.2017			
	a) Cash			
	b) Current assets			
	c) Current liabilities			

- II. Up-to-date Income Tax Clearance Certificate.

- III. Financial arrangements for carrying out the proposed works.

Note: Attach additional sheets, if necessary

**(Signature of the applicant)**

Seal of organization

