

Mumbai 26.04.2019

#### **NOTICE INVITING e-TENDER**

#### Sub: Calling for e-tenders for Maintenance/Catering at Customs Guest House - reg.

The Office of the Principal Commissioner of Customs (General), New Custom House, Mumbai invites e-tenders from reputed companies/organisations engaged in the business of providing maintenance, house-keeping and catering services (hereinafter referred to as contractor) for providing maintenance and catering services at Custom Guest House, New Custom House, Mumbai for the year 2019-20. The e-tender is invited in two parts i.e. (1) Technical Bid/ Qualifying bid and (2) Financial Bid.

The e-tender form for qualifying bid prescribed in Annexure -I and the e-tender form for the financial bid prescribed in Annexure - II complete in all respects shall be submitted on-line on or before 17.05.2019. Bidders are requested to go through the document named: Instructions to Bidders (ITB) available at the end of this notice to provide guidelines/instructions to bidders for submitting their bids through the e-tendering system.

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 <u>www.eprocure.gov.in</u>
EARNEST MONEY DEPOSIT	: Rs. 20,000/- (Rupees Twenty Thousand Only)
PRE BID MEETING (PBM) VENUE FOR PBM	: 10.05.2019 : CHS Section, Ground floor, New Custom House, Ballard Estate, Mumbai – 400 001.

LAST DATE AND TIME FOR : 17.05.2019 SUBMISSION OF BID/TENDER

DATE & TIME FOR OPENING : 20.05.2019 **TECHNICAL/QUALIFYING BID** 

#### DATE & TIME FOR OPENING : 21.05.2019 FINANCIAL BID The e-tender form can also be downloaded from www.eprocure.gov.in

(K. K. SHARMA) Asst. Commissioner of Customs, CHS

Copy

i.	Notice Board, CHS.							
ii.	EDI	for	posting	on	Customs	Website	and	E-procurement



प्रधान सीमाशुल्क आयुक्त (सामान्य) का कार्यालय OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (G) नवीन सीमाशुल्क भवन, बैलार्ड इस्टेट मुंबई- 400001 <u>New Customs House, Ballard Estate, Mumbai- 400 001</u>

F.No.S/43-133/2015-16 CHS

Mumbai 26.04.2019

# NOTICE INVITING e-TENDER MAINTENANCE CONTRACT AND CATERING SERVICES

Office of the Principal Commissioner of Customs (General), New Customs House, Mumbai invites online e-Tenders from reputed companies/organisations engaged in the business of providing maintenance, housekeeping and catering services (hereinafter referred to as Contractor) for providing maintenance and catering services at Customs Guest House, New Custom House, Mumbai for a period of one year (2019-20). The agencies that fulfil all the requirements as specified under "Eligibility Conditions" of this document shall only be eligible to apply. The guest house has 5 AC rooms and all the rooms are furnished with Queen Bed, study table, TV, chairs with cushion and attached toilet/bathroom. In addition, it has a dining hall. The details of work, place of work, work specification and terms and conditions are as below:

### 1. e-TENDERING PROCESS:

The tender is invited in two parts i.e. (1) Techincal bid/Qualifying Bid and 2) Financial bid.

The e-tender form for **technical/qualifying bid** as prescribed in Annexure-1 and the e-tender form for the **financial bid** prescribed in Annexure-II duly complete in all respects shall be submitted online on www.eprocure.gov.in **on or before 17.05.2019 (11:30 HRS)** in two separate files addressed to the Principal Commissioner of Customs(General), New Custom House, Mumbai. The **Technical/Qualifying Bid** shall be opened by the e-Tender Opening Committee on **20.05.2019 at 11:30** hrs. Incomplete bid documents shall be rejected. The valid bids shall be scrutinized by the e-Tender Committee to shortlist the eligible bidders. Thereafter, the financial bids of the short listed bidders shall be opened on **21.05.2019 at 11:30 hrs** by the e-Tender Committee.

# 2. ELIGIBILITY CRITERIA:

- 1. The Firm/Agency should be registered as a Proprietary firm/Partnership firm/Registered company. In case of a Partnership Firm, a certified copy of the partnership deed and current address of all the partners shall accompany the e-tender application form. In case of a Limited Company, satisfactory evidence of its existence shall accompany the e-tender application form.
- 2. The applicant must have at least 4 (four) running housekeeping / catering contracts with government offices or PSUs. Proof of experience and performance certificate is a must. To be submitted as per Annexure IV.
- The applicant should be having minimum 12 years of experience for managing Central Government Guest Houses having at least 05 VVIP suits. Proof of experience and performance certificate is a must. To be submitted as per Annexure –III & ANNEXURE-V.

- 4. Preference shall be given to Companies who are handling or having experience in managing Customs & Excise Guest Houses.
- 5. The applicant should have ISO 9001 certification.
- 6. The applicant should have an annual turnover of minimum Three Crore Rupees and he should submit the last Three years Income Tax Returns. Details to be submitted as per Annexure VI.
- 7. The applicant should have at least 30 permanent staff on its Pay Roll.
- 8. The applicant should have Bank Solvency of more than 60 lakhs.
- 9. The applicant should have appropriate registration under statutory Acts like Labour Laws, EPF, ESI, GST, etc. Proof of necessary certificates is mandatory.
- 10. The applicant should satisfy all the conditions mentioned in the detailed tender notice.

**3.** <u>SUBMISSION OF BIDS</u>: Bids have to be submitted online in our e-tendering system (<u>www.eprocure.gov.in</u>). 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 tender.

**<u>4. EARNEST MONEY DEPOSIT</u>**: Earnest Money Deposit in the form of Demand Draft/Bank Guarantee of requisite amount in favour of **RBI A/C Commissioner of Customs, Mumbai** 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 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.

#### 5. BANK GUARANTEE:-

On receipt of intimation of award of contract from the Department, the successful vendor shall submit a Bank Guarantee to the extent of 10% of the total annual contract value issued by a nationalised bank within 10 days of award of AMC. The bank guarantee shall be in favour of **RBI A/C Commissioner of Customs, Mumbai** and it shall be the responsibility of the vendor to keep this bank guarantee valid for a period of two months beyond the date of fulfilment of all contractual obligations to the mutual consent of the Department and the Vendor.

#### 6. TERMS AND CONDITIONS:

1. The successful contractor shall enter into a contract with the department and the contract shall be valid for a period of one year from the date of its issuance.

2. The conduct of the successful contractor will be constantly monitored and failure to abide by the terms and conditions of the contract, failure to maintain the guest house as per the approved standards, lack of punctuality, use of substandard items for maintenance, any breach in security procedure or

making any false declaration to any Govt. Agency which in the opinion of the Govt. is not in the public interest shall make the contract liable for termination.

- 3. The Contractor should go through the details and sign each and every page of the e-tender including its enclosures as a token of acceptance of having read and understood the terms and conditions contained herein and submit the same along with the **bid**. The Contractor would fill up the information in the Annexure I & II enclosed at the end of this document in clear and legible terms. The e-tender form shall be rejected if it is not complete in any respect.
- 4. The Contractor should give details of their business soundness and provide list of customers/ Government Departments/Undertakings/public/ private sectors with contact details to which services have been provided by the contractor earlier. The details of the agency should be furnished along with the copy of all related documents.
- 5. Rates should be quoted in Indian Rupees in both words and figures. Vendors/Bidders shall submit their bids online only after digitally signing the bid documents with their allotted digital signature. If any modifications are required to be made to a document after attaching the digital signatures, the digital signature shall again be attached to the modified document before uploading the same.
- 6. The bids shall be submitted in two parts viz;

**i.** Technical/Qualifying Bid: To be submitted on collaboration folders of the e-tendering system complete with all technical details other than the price along with the tender duly digitally signed and stamped as per Annexure –I attached.

**ii. Financial Bid:** Financial bid shall be submitted as per Annexure –II attached. It should contain only the prices without any condition whatsoever.

- 7. This office shall appreciate submission of offers based on the terms and conditions only in the enclosed conditions of the contract so as to avoid wastage and time and money in seeking clarifications on commercial aspects of the offer.
- 8. Office of the Pr. Commissioner of Customs (General) assumes no responsibility for non-submission of bids by the bidders through our e-tendering system on account of delay in submission. Bidders shall ensure that they submit the bids well before the due date and time of bids submission. This office shall not be responsible if bidders are not able to submit the bids on account of failure in network/internet connection at the bidders' end. Bidders' shall obtain the digital certificate (class 3) on their own and this office shall not be responsible for bidders' not having acquired the valid digital certificate. Bidders may refer to our **Instruction to bidders** for getting valid digital certificate.
- 9. Bidders shall submit the financial bids strictly as per the format attached with this 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.
- 10. Any bidder who wishes to quote against this tender may download the bidding documents from this office website (<u>www.eprocure.gov.in</u>) 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.
- 11. 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.

- 12. 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.
- 13. 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.
- 14. 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 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.
- 15. 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. For further clarification in this regard, Bidders may approach Supdt./PRO Customs, Ground floor, CHS Section, New Custom House, on the stipulated date of Pre-Bid meeting. Bidders are requested to attend the pre-bid meeting so that their queries, if any, related to the tender/scope of work, e-tendering can be addressed during the meeting.
- 16. 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.
- 17. 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.

- 18. 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.
- 19. The Contractor undertakes that he shall comply with all conditions laid down under all applicable statutes, licences and permissions and undertakes to keep all licences 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.
- 20. All disputes and differences arising out of or in any war 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.
- 21. The contractor shall not engage any subcontractor for rendering the services mentioned in this contract.
- 22. 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.
- 23. 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.
- 24. 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's (GENERAL) premises for execution of the Contract.
- 25. 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.
- 26. 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.
- 27. 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.

- 28. The rates quoted by the Contractor shall be firm during the period of contract.
- 29. 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 (G) In charge of Guest House.

#### 7. SCOPE OF WORK:

The scope of work includes housekeeping and catering services of the guest houses and any other related work as assigned from time to time. The scope of work is as follows:-

- a) Front office Management Reception service, records of the telephone messages, Guests bookings, reminders and wake up calls.
- b) The contractor shall provide laundered bed spread/bed sheets/pillow covers/ napkins/towels on alternate days or earlier whenever occupant vacates a suite. Curtains must be laundered and woollen blankets dry cleaned once in a month and cost shall be borne by the contractor. Bed sheets, Pillow covers, Towels etc. will be provided by the department. The contract rate is inclusive of these charges.
- c) <u>Cleaning of rooms</u>:
  - i. Sweeping of floors with broom followed by wet mopping or by the use of scrubber with hygienic chemical.
  - ii. Cleaning of toilets followed by wiping with a dry duster.
  - iii. Dusting of furniture and furnishings.
  - iv. Changing bed sheets, bedspread, pillow covers, bath towel and hand towel on alternate days or on the change of occupancy.
  - v. Making up the rooms before the arrival of new guest, spraying fragrance to impart freshness, placing deodorant and toiletries in toilet, providing fresh drinking water.
- d) Cleaning of kitchen, dining hall, attached toilets, etc at least twice a day. Cleaning includes sweeping of floors with broom followed by wet mopping / scrubbing, dusting of furniture, wall tiles, doors and windows, etc.
- e) Room service: Experienced personnel with neat and clean uniform for room service; delivery of guest luggage and any other services as required by guest.
- f) Pest Control (minor): To undertake regular pest control service such as spraying pesticide/ insecticides/ smoke capsule/ rat poison etc. in the Guest House
- g) The consumables as mentioned below are to be provided by contractor:

The contractor shall ensure availability of liquid soaps in wash basins, naphthalene balls and toilet papers in urinals and toilets and refilling the same, bathing soap, washing soap, toothpaste & brush, mouthwash, Paper napkins, mosquito repellents. The cost of the consumables like phenyl, soap, oil, cleaning acid, mops, toilet cleaners, room fresheners, tissue papers and equipments like vacuum cleaner, buckets, mugs, dusters, etc. used for cleaning shall be borne by the contractor. To sum up, cost of all consumables used for any of

the services contracted for shall be fully borne by the contractor, which shall be included in the contract rate.

- h) Magazines/ Newspapers Supply of two daily newspapers (English+ Hindi) and two magazines.
- Catering Services: Contractor shall provide service of a cook and provide mineral water, breakfast, lunch and dinner to occupants on request. The contractor shall keep sufficient sugar cubes, tea bags, coffee powder and milk in reserve for the purpose. The rates for the purpose may be quoted.
- j) Provide services to Office of the Commissioner of Customs official needs in terms of tea/coffee/milk, snacks and breakfast/lunch/dinner as ordered.

#### 8. FACILITIES MADE AVAILABLE FROM THE DEPARTMENT:

The Office of the Principal Commissioner of Customs (General) shall supply following articles for the use in the guest houses:

- a) Complete furniture, furnishings, air-conditioner, electrical gadgets, and window curtains.
- b) Bucket, mug, jug, Flask, hangers, dustbin, crockery for all the rooms.
- c) Complete furniture for the guesthouse office use.
- d) Complete furniture, furnishings, electrical gadgets, cooking appliances, utensils, crockery for kitchen and dining.
- e) Bulbs, tube lights, fans, geysers etc.
- f) All electrical appliances, gadgets, fittings & fixtures shall be maintained by the Office of the Principal Commissioner of Customs (General) and the electricity bill shall be paid by the Office of the Principal Commissioner of Customs (Customs). However no cooking on electrical stoves shall be permitted.
- g) The Office of the Principal Commissioner of Customs (General) shall maintain Water supply and pipe-fittings.

#### 9. RESPONSIBILITY OF CONTRACTORS:

- a) The contractor has to provide all the material and manpower needed for the routine maintenance from time to time at their own cost. The material should be branded and of good quality.
- b) The contractor has to furnish a monthly report and progress report to the office of Superintendent CHS and also take advice for progress of work. The Caretaker/Manager has to maintain the Guest House Occupancy Register, Rent Receipts Book etc. as directed from time to time.
- c) The contractor has to maintain their daily worker attendance and work report, which is to be counter-signed by concerned official of the OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL)
- d) The Successful Contractor shall supervise effectively the operation of guesthouses and follow all the instructions and requirements given by the Office of the Principal Commissioner of Customs (General) officials.
- e) The Successful Contractor shall ensure that the statutory requirements as per the Enactments are complied for his staff during the tenure of the Contract. He shall ensure compliance of all the provisions of various Labour Enactments viz. The Minimum Wages Act 1948, The Payment of Wages Act 1936, The Workmen's Compensation Act 1923, The Employees Provident Fund & Miscellaneous Act 1952, Employees State Insurance Act 1948 and any other Labour

Enactments as may be applicable from time to time.

- f) The Contractor undertakes that he shall comply with all conditions laid down under all applicable statutes, licences and permissions and undertakes to keep all licences 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.
- g) The Successful Contractor shall be responsible for payment of statutory Tax, as decided by the Appropriate Authority from time to time and submit the proof thereof to OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL).
- h) The Successful Contractor shall raise the bills in triplicate on a quarterly basis and submit the same by the 05<sup>th</sup> of following quarter to the Office of Superintendent of Customs, CHS, New Custom House, Ballard Estate, Mumbai along with latest copies of Occupancy Register duly certified and signed by the guests. The payment will be made by OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL) for 3 months at a time after guest house receipt fees/cheque received. Income Tax and other statutory taxes / levies will be deducted as per the Rules.
- i) In case of any loss/damage of property of guest houses by workers of the contractor, the penalty for the above damage/loss will be charged to the contractor as decided by the Addl. Commissioner Preventive (G) who is the competent authority of the Office of the Principal Commissioner of Customs (General).
- j) In respect of all labour, directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per safety codes as applicable.
- k) In case of any accident or mischief, the guesthouse in-charge engaged by the contractor should immediately inform directly or over telephone about the incident to OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL) Authorities and this office should not be made to bear any expenses in this regard.
- The Successful Contractor shall submit an affidavit for verification of the workmen employed by him at the time of commencement of the contract along with the list of workmen with their designation.
- m) The workmen engaged by the successful Contractor shall have minimum three years of experience. All the workmen should have good behaviour and maintain courteous relations with the occupants of the Guest House and the staff of the Office of the Principal Commissioner of Customs (General). The Successful Contractor shall be held responsible for proper conduct, behaviour and safety of workmen engaged by him. The workmen engaged by the Successful Contractor should be polite with pleasing manners, co-operative, disciplined and should not

smoke or be drunk while on duty and inside the campus premises of OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL). The workmen so engaged by the Contractor shall be under his employment and disciplinary jurisdiction. However they shall be subject to the overall discipline of OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL). Smoking and drinking within the entire area of the Guest Houses and the Office of the Principal Commissioner of Customs (General) campus is prohibited. Violators of this rule shall be discharged immediately. No slackness or indifferent attitude while on duty shall be acceptable, especially while dealing with the guests.

- n) All the workers engaged for the job and while on duty shall be wearing clean uniform as approved by the Office of the Principal Commissioner of Customs (General) along with name tab/identity card. The Successful Contractor shall issue uniform with shoes and socks to all the workmen engaged by him.
- o) At the time of VIP lunch, the Contractor shall provide extra manpower according to the needs without extra cost.
- p) Nothing contained in this agreement is intended to be nor shall be construed to be as grant, demand or assignment in the premises or any part thereof by the Department to the contractor or his employees. The contractor and his employees shall vacate the same on the termination of the agreement period.
- q) Under no conditions the Contractor or his staff shall claim the benefits of Rules, Wages & Allowances, and facilities etc to the department.
- r) Payment due to the contractor shall be made by the Office of the Principal 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 on proper revenue stamp.
- s) No tips in any form shall be accepted/ entertained.
- t) The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other production of the work under this contract.

#### 10. SELECTION PROCESS:

The Principal Commissioner of Customs (General) reserves the right to accept or reject any application and to annul the process and reject all applications at any time, without thereby incurring any liability to the affected applicants or specifying the grounds for the Employer's action.

#### (K. K. SHARMA) Assistant Commissioner of Customs CHS

Copy to :

- i. Notice Board, CHS.
- ii. EDI for posting on Customs Website and E-procurement.

# ANNEXURE -I

# **QUALIFYING BID DOCUMENT**

1.	Name of the Concern	:
2.	Address of the Concern	:
	(With Tel. No., Fax E E-Mail):	
3.	Name & Address of the Partners/Director	:
	(With Mobile No.):	
4.	Contact Persons(s) (With Mobile No.)	:
5.	No. of years of experience in providing	:
	Maintenance & Catering Services:	
6.	List of equipment available with the	:
	Bidder of the purpose of cleaning.	
7.	List of clientele (in the prescribed format as	:
	Annexure III & IV) along with certificate of	
	appreciation from at least two important	
	Clients (Annexure V).	
8.	Financial information of the organization	:
	(Annexure VI).	
9.	PAN No.	:
10.	Service Tax Registration No.	:
11.	Details of Registration with PF authorities	:
	And ESI authorities (attach proof).	
12.	Details of ISO Certification	:
13.	No. of Permanent Staff on its roll	:
14.	Details of EMD	:

### DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the Company/Organisation shall be blacklisted and shall not have any dealing with the Department in future.

(Signature of Authorized Signatory with date)

\*Details in respect of government and non-government organizations may be provided in separate Annexures accompanying this qualifying bid.

## ANNEXURE- II

#### FINANCIAL BID DOCUMENT

- Name of the Concern :
  Address of the Concern : (With Tel. No., Fax E-Mail):
- Name & Address of the Partners/Director : (With Mobile No.):

#### 4. Contact Persons(s) (With Mobile No.)

### Total No. of Workman required: 3

:

Name Of Work	Rate (per month inclusive of all taxes)
Quotation for VVIP Guest	
House, Housekeeping, Catering	Rs.
and Maintenance Services.	

#### Total Cost in Words: \_\_\_\_\_

Note:

- 1. The rate should be inclusive of administrative charges, services charges, cleaning material, GST, 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.

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 Bidder with seal and Date)

# ANNEXURE- III

# DETAILS OF ALL CONTRACT COMPLETED DURING THE LAST THREE YEARS

S1.	Name of	Name	Annual	Date of	Period	Of	Litigation	Name,	Remarks
No.	Contract &	of	Cost of	Commenc	contract		Arbitration	Address &	
	Location	Client	Contract	ement as			pending/in	Tele No.	
				per			progress with	of officer	
				contract			details	to whom	
								reference	
								may be	
								made	
					-				
1	2	3	4	5	6		7	8	9

(Signature of the Applicant)

Seal of organization

# ANNEXURE- IV

Sl.	Name of	Name	Annual	Date of	Period of	Name,	Remarks
No.	Contract &	of	Cost of	Commence	contract	Address &	
	Location	Client	Contract	ment as per		Tele No. of	
				contract		officer to	
						whom	
						reference	
						may be	
						made	
1	2	2	4	_	6	7	ρ
1	2	3	4	5	6		8

# CONTRACTS UNDER EXECUTION OR AWARDED

(Signature of the Applicant)

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 5 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

## 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).

Sl. No.		Details	Financial Years		
			(14-15)	(15-16)	(16-17)
i)		nnual turnover in keeping / catering services			
ii)	Profit/I	LOSS			
iii)	Financi	al Position			
	a)	Cash			
	b)	Current Assets			
	c)	Current Liabilities			
П.	Up-to-c	late Income Tax Clearance Ce	ertificate.		
III.	Financi	al arrangements for carrying o	out the proposed	l works.	
Note:	Attach	additional sheets, if necessary			

# (Signature of the applicant)

Seal of organization

# **INSTRUCTIONS TO BIDDERS (ITB)**

#### **INSTRUCTIONS TO BIDDERS**

# Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal

Bidders are advised to read the following instructions before participating in the Electronic tender directly through internet:

- 1. The office of the Pr. Commissioner of Customs (General) has developed a secured and user friendly system which shall enable all the Vendors/Bidders to search, view, download e-tenders directly from this office secured website and also enables them to participate and submit online bids/offers in the e-procurement site in a secure and transparent manner, thereby maintaining confidentiality and security throughout the tender evaluation process and award.
- Bidders are requested to read the following conditions in conjunction with various conditions, wherever applicable, appearing with this bid invitation for e-procurement. The condition mentioned herein under shall supersede and prevail over the conditions enumerated elsewhere in the bid document.
- 3. Bidder should do Online Enrolment in this Portal using the option Click Here to enrol available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScrpt/TCS.
- 4. Bidder then logs into the portal giving user id / password chosen during enrolment.
- 5. The e-token that is registered should be used by the bidder and should not be misused by others.
- 6. DSC once mapped to an account cannot be remapped to any other account. It can only be deactivated.
- 7. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents. Bidders should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- 8. Subsequent to opening of bids, this office may not seek clarification. Therefore, clarification if any, are to be sought by the bidders during the pre-bid meeting. The bidder should read the terms and conditions and accept the same before proceeding further to submit the bids. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document otherwise, the bid will be rejected.

If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. <u>Bidder should take into</u> <u>account of the corrigendum published before submitting the bids online</u>.

- 9. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- 10. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. No late and delayed bids/officer after the due date and time shall be permitted in the e-tendering system. The time being displayed on our e-tendering system shall be final and binding on the bidder and bids have to be submitted considering this time only. No bids can be submitted after the last date and time of submission has reached, however, if the bidder intends to change the bid already entered, he may change/revised the same on or before the last date and time of submission deadline. The system time that will be displayed on the e-procurement web page shall be the time and no other time shall be taken into cognizance.
- 11. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 12. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 13. At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 14. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 15. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 16. 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 at the time of bid submission in sealed envelope. However, if the bidder is 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 will be rejected irrespective of their status/ranking in 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. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.

- 17. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 18. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- 19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 20. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- 21. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- 22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

(K. K. SHARMA) Assistant Commissioner of Customs CHS

Copy to :

- i. Notice Board, CHS.
- ii. EDI for posting on Customs Website and E-procurement.