



सीमा शुल्क (निवारक) के आयुक्त का कार्यालय

OFFICE OF THE COMMISSIONER OF CUSTOMS (PREVENTIVE)

55-17-3 , सी -14 , 2 तल , औद्योगिक एस्टेट, ऑटो नगर , विजयवाड़ा - 520007

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Dated: 17.01.2018

E-TENDER / QUOTATION NOTICE

The Commissioner of Customs (Preventive), Vijayawada invites E-tenders for watchman duties work at the site of the department situated at Sy.No.29/8, Kesarapally Village of Gannavaram Mandal, opposite to Airport to work for 8 hours a day. 1 (One) worker would be required for the watchman duties covering the total area of 3.84 acres. The rate quoted should include the minimum wages payable to the worker, EPF, ESI and other taxes. The application and detailed "Terms & Conditions" may be obtained from the Administrative Officer (Head Quarters), Commissioner of Customs (Preventive), Vijayawada. Or the same may be downloaded from the website of the Commissionerate www.apcustoms.gov.in/www.cbec.gov.in/e-Procurement portal of CPP. The E-tenders/quotations, duly filled in all aspects, should be uploaded in e-Procurement portal before **29.01.2018**. Two separate documents should be submitted (One for technical bid and other for financial bid). The Commissioner of Customs (Preventive), Vijayawada reserves the right to cancel, postpone or accept the quotations/tenders.

Date : 17 .01.2018.


(M.SREEKANTH)
DEPUTY COMMISSIONER

DETAILED NOTICE INVITING TENDERS FOR (WATCHMAN)

1. The tender shall be 2 bid system. The technical bids will be opened first. After screening of the technical bids, the financial bids of qualified bidders only will be opened. The prescribed proforma in which information has to be given in technical and in financial bid are enclosed. Apart from the prescribed information/documents, any other information/documents can also be submitted.
2. Accommodation/ Electricity /Water is provided by the Department for site situated at Sy.No.29/8, Kesarapally Village of Gannavaram Mandal of Krishna Dist., opp to Air Port, Gannavaram.

TECHNICAL BID

3. It is mandatory to have PF, ESI & GST (Service Tax) Registrations. Without registrations no quote would be valid.
4. The registrations required are :-
 - a) Firm Registration. b) PF Registration c) ESI Registration d) Service Tax /GST Registration e) Central Labour License with renewal f) PAN Card Registration g) TDS Registration h) If not proprietary firm, then PAN Card of Partners/Owners i) TIN Registration j) Trade License of the firm.
5. Experience: Minimum 5 years of experience in Security Agency work is required. Work orders copies may be enclosed. Experience in Security Agency to be preferred. Preference would be given for the bidders who are doing Security Agency work in Central Govt. Departments.
6. Copies of returns for the last 3 years to be submitted along with Technical Bid: a) PF Returns b) ESI Returns c) Service Tax Returns d) Income Tax Returns e) Work Order copies.
7. Technical bids would be opened on 30.01.2018 at 11.00 a.m.

FINANCIAL BID

8. While arriving the rates, the bidder shall consider the minimum wages as per law for those persons. The Commission to be added is as per the discretion of the bidder.
9. The rate quoted shall include minimum wages as per law and Employees contribution of PF, ESI, GST at applicable rates. Thus, the contractor shall make regular and full payment of labour wages which should not be less than fixed under Minimum Wages Act.
10. The financial bids of the qualified bidders (on the basis of Technical bids) would be opened on the same day of opening of Technical bids.

GENERAL DETAILS

11. The Supervisor through the vendor shall be keep reporting to the Care Taker/ PRO of the Department as there will not be direct handling of the contingent staff by Departmental officers. Any issue or problem shall be handled first by the Supervisor and then by the vendor/owner.
12. As the price quoted is in accordance with the minimum wages prescribed as per Minimum Wages Act, the bidder would be liable for ensuring compliance with the relevant Rules/Regulations as notified by Govt. in this regard from time to time.
13. At the time of giving salaries to employees, the employee shall contribute PF and ESI at applicable rates in addition to the contribution from the employer.
14. The employee having contribution to ESI is eligible for permissible to medical facilities as per norms.
15. The employer shall not deduct any other amount from the salary of employee except PF and ESI.
16. The formats of Technical bid and Financial bid are enclosed for filling up and submission as bids.
17. The general and Specials Terms and Conditions are enclosed for signature and submission along with bids.


(M.SREEKANTH)
DEPUTY COMMISSIONER

FORMAT FOR TECHNICAL BID

1	Name of the Organization/ Firm	
2	Name(s) of the Proprietor(s)/Director (s)	
3	Firm Registration Number	
4	Firm Registered Address	
5	Firm Provident Fund Registration Number	
6	Firm ESI Registration Number	
7	Firm PAN Number	
8	Firm Service Tax (GST) Registration Number	
9	Firm TDS Registration Number	
10	Total Number of Staff/workers of the Firm/Organization	
11	Firm Activities (Separate sheet can be enclose, if necessary)	
12	Whether the firm is registered or license holder under Contract Labour (Regulation & Abolition) Act?	If yes, copy of the registration certificate to be enclosed
13	Name of the Organizations to whom the Security Agency work has been provided by the Firm during the last 5 years	Please attach the Job Order/Service Certificate
14	Attach the Last 3 years Firm Income Tax Returns	
15	Attach the Last 3 years Firm PF, ESI, Service Tax Challans and Returns	

Signature with Date

Name of the Firm and Seal

FORMAT FOR FINANCIAL BID

Sl. No.	Head	Details	Amount Quoted
1	Wages	As per AP. Govt. Labour Department's orders	
2		PF & ESI at applicable rates	
3	Sub Total (1 +2)		
4	Amount of salary per person		
5	Number of Persons:	1	
6	Commission(Agency Service charges)		
7	Sub Total (4 +6)		
8	GST	At applicable rate	
9	Grand Total (7+8)		

Note:

1. If same price is quoted by more than one firm, then the firm with maximum experience, any certification (eg. ISO 9001:2008 etc.), Track Record etc., would be considered.

2. If price quoted is found to be lower than the wages as per Minimum Wages Act and mandatory employer's contribution are not shown then the quote would be treated as invalid.

Signature with Date

Name of the Firm with Seal

ANNEXURE – I
GENERAL TERMS AND CONDITIONS

1. The minimum requirement of workmen to be provided is 1 (ONE) approximately. The above figure may rise as and when this office requires additional workmen. These workmen are to be deployed on all the days only for 08 hours .
2. Rates/ Quotations, duly filled in, will be accepted up to the date and time mentioned in the tender notice.
3. The Commissioner of Customs (Preventive), Vijayawada 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 (s) thereof.
4. The contractors are required to submit the complete Rates/ Quotations only after satisfying each and every condition laid down in the annexure enclosed.
5. All the Rates must be written both in figures and in words. In case of discrepancy between the words and figures the rates indicated in figures shall prevail. All over-writing/ cutting/ insertion shall be authenticated and attested.
6. Rates/ Quotations should be submitted and signed by the firm with its current business address.
7. The contractors should satisfy themselves before submission of the Rates/ Quotations, that they qualify the criteria and capability as laid down in the annexure.
8. The contractors must comply with the Rates/ Quotations, specification and all terms and conditions of contract. No deviation in the Terms and Conditions of the contract shall be entertained unless specifically mentioned by the contractor in the Rates/ Quotations and accepted by the Commissioner of Customs (Preventive), Vijayawada.
9. The contract will be awarded initially for a period of one year subject to further extension from time to time. However, extension will be considered keeping in view the various factors such as prevailing market price, satisfactory performance of the firm etc.,
10. In case of any default by the contractor arising in any of the Terms & Conditions (whether General or Special), Commissioner of Customs (Preventive), Vijayawada may, without any prejudice to any other right/ remedy, which shall have accrued or shall accrue thereafter, terminate the contract, in whole or part, by giving 15 days notice in writing to the contractor.
11. Notwithstanding anything contained herein, the Commissioner of Customs (Preventive), Vijayawada also reserves the right to terminate the contract, by giving 15 days notice in writing without 'assigning any reason and without incurring any financial liability whatsoever to the contractor.
12. The Commissioner of Customs (Preventive), Vijayawada shall not entertain any claim arising out of mishap, if any, which may take place. In the event of any liability /claim falling on this Authority, the same shall be reimbursed/ indemnified by the contractor.
13. The contractor shall in no case lease/ transfer/ sub-let/ appoint care taker for the service. No other person except the contractor's authorized representative shall be allowed to enter the premises of the Office.
14. Within the premises of the Authority, the contractor's personnel shall not do any private work, other than their normal duties. Contractor shall be directly responsible for any/ all disputes arising between him and his personnel and keep the Commissioner of Customs (Preventive), Vijayawada indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
15. Contractor shall be solely responsible for payment of wages/ salaries, EPF, ESI, other benefits and allowances to his personnel that might become applicable under any Act or Order of the government. The Authority shall have no liability whatsoever in this regard and the contractor shall indemnify the Commissioner of Customs (Preventive), Vijayawada against any or all claims which may arise under the provisions of various Acts and Govt. Orders etc.
16. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.

We agree to the above terms and conditions:

Signature with Date

Name of the Firm
Seal of the Firm

ANNEXURE II

SPECIAL TERMS AND CONDITIONS

1. Scope of work/ Job to be carried out daily:

- (i) The prime object of hiring of contract labour is to watch the entire premises and safety of premises.
- (ii) Regularly the plants need to be watered.

2. Miscellaneous Conditions:

- (i) Manpower required for execution of the entire work including transport shall be arranged by the contractor. In case of particular workman remain absent due to one reason or other, it would be the responsibility of the contractor to provide another workman in his place.
- (ii) On award of the contract, the contractor shall furnish a list containing the name and address of the workmen engaged in Security Agency services at the Commissioner of Customs (Preventive), Vijayawada.
- (iii) The services provided by the contractor shall be to the satisfaction of the Commissioner of Customs (Preventive), Vijayawada.
- (iv) The contractor shall ensure that all the employees get the minimum wages and other benefits as are admissible under various labour laws. The service provider shall provide full information in respect of EPF/ESI Contributions, wages etc., paid to its employees so deployed in conformity with the provisions of contract labour (Regulation & Abolition) Act 1970 as amended from time to time.
- (v) Party shall provide performance security for an amount of 5 to 10% of the value of the contract in the form of an account payee demand draft/ fixed deposit receipt from a commercial bank/ bank guarantee from a commercial bank in an acceptable form and valid for a period of 2 months beyond the date of completion of contract period.
- (vi) Any dispute concerning the employee of the service provider (engaged by him for providing services to this office) whether in respect of this contract or arising from this contract shall be settled only with the service provider and this office shall in no way be responsible. Terms and Conditions of employment between the service provider and his employees matters are to be settled between them and the authority shall in no way be responsible. However, if any employee of the service provider initiates Legal Proceedings or any action in a Tribunal or Court of Law against the authority, the service provider shall bear the cost of defending such action.
- (vii) The service provider should specifically note that the engagement of the service provider under this contract does not in any way confer any right on the service provider or the person that may be deployed by him in this office, for claiming any regular employment in this office or any other government office. The service provider should also obtain in writing, an undertaking from the persons deployed by him to work in this office that they are fully aware that their deployment to work in this office does not confer any right on them for claiming any regular employment in this office or any other government office.
- (viii) The contractor shall maintain attendance register of the personnel. The above register of personnel is subject to check by the Superintendent (PRO)/ Administrative Officer. The personnel will render service on all days except on National Holidays and Public Holidays, which are mandatory under labour laws and will attend to any unforeseen jobs as well as exigency of work. No extra payment for this shall be made.

3. Terms of Payment:

- (i) The contractor will submit the monthly bill for reimbursement in duplicate enclosing the certificate as indicated below which should be duly certified by the Superintendent (PRO) and the same shall be handed over to Administration Section for payment after making the recoveries, if any.
- (ii) The contractor shall make regular and full payment of labour charges, salaries and other payments as due, as per the labour laws to its personnel deputed under service contract and furnish necessary proofs whenever asked for.
- (iii) Actual deployment of personnel and their attendance.
- (iv) The Commissioner of Customs (Preventive), Vijayawada will release the amount after making the recoveries, if any, through crossed account payee cheque in favour of contractor / agency.
- (v) In case the Commissioner of Customs (Preventive), Vijayawada received any complaint regarding non-payment of wages of your personnel, the amount payable to those personnel will be recovered from your bill and paid to such personnel

4. Penalties:

- (i) Contractor will attract a penalty of Rs. 100/- (Rupees one hundred only) per day per person in case the person fails to carry out the said services due to his/her absence or any other reason.
- (ii) In the event of failure in maintaining the said services on any day up to the desired standard in part or full, the contractor is liable to be penalized @Rs. 100/- (Rupees one hundred only) per day which shall be recovered from the bills or otherwise. For the purpose of imposing penalty, the decision of the Commissioner of Customs (Preventive), Vijayawada will be final and binding the contractor and shall not be subject to dispute or arbitration.
- (iii) Contractor shall ensure that peace and order is maintained in premises. Contractor would ensure that all its personnel would behave courteously and decently with employees of the Commissioner of Customs (Preventive), Vijayawada and also ensure good manners.

5. Charges and Payments:

Bills chargeable to the Commissioner of Customs (Preventive), Vijayawada shall be paid after every month of services rendered if found in order. In case of any complaint of non-fulfillment of any obligation under the contract, the Commissioner of Customs (Preventive), Vijayawada reserves the right to deduct the payments due from the contractor from monthly bill(s).

We agree to the above terms and conditions.

Signature with date

Name of the Firm
Seal of the Firm