

भारत सरकार GOVERNMENT OF INDIA वित्त मंत्रालय MINISTRY OF FINANCE राजस्व विभाग DEPARTMENT OF REVENUE

सीमा शुल्क आयुक्त का कार्यालय

Date: 26.04.2019

OFFICE OF THE COMMISSIONER OF CUSTOMS

सीमा शुल्क गृह , विल्लिंग्टन आईलेंड , कोच्चिन-682009

CUSTOM HOUSE, WILLINGDON ISLAND, COCHIN-682009

Sevottam Compliant



An IS 15700 certified Custom House

Website: <a href="www.cochincustoms.gov.in">www.cochincustoms.gov.in</a>
Email: <a href="commr@cochincustoms.gov.in">commr@cochincustoms.gov.in</a>

Control Room: 0484-2666422 Fax: 0484-2668468

Ph: 0484-2666861-64/774/776

F.No.-S31/81/2019 PRD CUS

### **TENDER NOTICE**

### "Tender for Unskilled/Semi-skilled manpower for Cochin Customs for the year 2019-20"

The Office of the Commissioner of Customs, Custom House, Willingdon Island, Cochin – 682009 invites e-bids from reputed parties, engaged in the business of providing manpower services, to provide manpower to the offices of Cochin Customs (Custom House, Cochin; Cochin International Airport; Air Cargo Complex; Container Scanning Division; Postal Appraising Department etc.) for **200 working days** from 01.06.2019 to 31.03.2020 on terms and conditions appended as per the below mentioned tender schedule.

### TIME SCHEDULE FOR TENDER

SL	Particulars	Date
No		
1	Tender e-publish date	26/04/2019
2	Bid submission starts	26/04/2019
3	Bid submission ends	16/05/2019, 11.00 AM
4	Tender opening date (Technical)	17/05/2019, 11.00 AM
5	Tender opening date (Financial)	20/05/2019, 11.00 AM

### Requirement:-

The broad requirement\* of manpower shall be as follows:

\*Subject to change as per administrative contingencies.

S. No.	Type of Work	Location	No. of Persons
1.	Semi-skilled Manpower	Customs House	8
	(Computer operator/Data Entry		
	/Records Management/File		
	Movement etc.)		

2.	Un-skilled Manpower	Cochin Airport	4
	Contingent Staff/Multi Tasking	Air Cargo Complex	1
		Container Scanning	1
		Division	
		Customs	7
		House/Customs	
		Canteen/Guest	
		House	
	Total		21

### The requirements for each kind of staff are as follows:

Type of Staff	Age (Desirable)	Essential Requirements	
Semi-skilled	21-40 years	Qualification	10+2 or equivalent
Manpower		Skills	Proficiency in Spoken
(Computer		DKIIIS	Malayalam, Proficiency in
operator/Data			
Entry/Records			Spoken English or Hindi,
Management/File			Computer proficiency,
			Knowledge of MS Office
Movement)			(Excel, Word, etc.) & Internet
			and knowledge of typing,
			handling of Networking
			equipment.
(Un-skilled	21-50 years	Qualification	10 <sup>th</sup> class or equivalent
Manpower)		Skills	Proficiency in Spoken
Contingent			Malayalam, Proficiency in
Staff/Multi Tasking			Spoken English or Hindi, basic
Staff			kitchen/pantry work.

2. Tender documents may be downloaded from Central Public Procurement Portal (CPPP) site http://eprocure.gov.in/eprocure/app as per the schedule given in time schedule for tender as above. Aspiring Bidders who have not enrolled/registered for e-procurement should enroll/register before participating through the Portal http://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost. Bidders shall submit their quotation online on http://eprocure.gov.in/eprocure/app as per the tender document available on the Portal. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said Portal.

- 3. The tenders shall be submitted online, in two parts viz. Technical Bid and Financial Bid (price bid), along with all the tender documents and the Tender Acceptance Letter duly signed in all the pages. The instructions for submitting price bid are mentioned in Annexure-III. The format of Technical is mentioned in Annexure-III. This format is to be mandatorily followed; any other format shall lead to rejection. All the pages of the bid must be sequentially numbered and signed. Over writing, if any, has to be duly initialled by the bidder or his authorised signatory irrespective of nature of content of the documents before uploading. In case of non-uploading of copies of documents specified, such bids shall be summarily rejected. The offers submitted through any means other than uploading on the CPPP Portal https://eprocure.gov.in/eprocure/app shall not be considered. No correspondence will be entertained in this matter. Bids without Earnest Money Deposit (EMD) or EMD exemption proof shall not be considered for Technical Evaluation and shall be rejected there itself (see para 5 of this notice).
- 4. **Tender Fee** There is no tender fee for this tender.
- 5. Earnest Money Deposit (EMD)/Bid Security: Rs. 50,000/- (Rupees Fifty Thousand Only) shall required to be furnished by way of DD/Banker's Cheque issued by Nationalized/Scheduled Bank only in favour of "Pay and Accounts Officer, Customs House Cochin" payable at Cochin. The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises or Startups as recognized by the Department of Industrial Policy and Promotion (DIPP) are exempted from furnishing EMD. The hard copy of DD/Banker's Cheque in original OR for claiming exemption from EMD, hard copy of self attested MoMSME certificate registered for manpower services, OR hard copy of self attested proof of being a startup registered with DIPP should be sent to Deputy Commissioner of Customs, Custom House, Willingdon Island, Cochin - 682009 through speed post/hand delivery to reach before opening date of the technical bids. Non submission of hard copy within the period would automatically disqualify the bidder. Final decision in this regard would be taken by Customs Cochin. The bidders should ensure that the document (EMD payment proof or exemption claim proof) reaches well in time. Soft copies of the proof of EMD payment or supporting proof for exemption claim should also be uploaded in the CPPP portal while uploading the bid without fail.
- 6. Interested service providers are advised to visit CPPP Portal https://eprocure.gov.in/eprocure/app regularly till closing date of submission of tender for any corrigendum/ addendum/amendment.
- 7. In the event of any of the above-mentioned date 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 without any further notice.

- 8. Interested service providers may also download the tender from the official website www.cbec.gov.in and www.cochincustoms.gov.in. The bids, complete in all respects should be submitted exclusively through the Government e-procurement portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> as per the tender schedule mentioned above.
- 9. The terms and conditions mentioned in Annexure-I shall form a part of the final contract.
- 10. For any clarification/help regarding this Tender Notice, bidders may contact Shri Ritesh Kumar Singh, Superintendent of Customs on 0484-2669466/ +919496578184 or <a href="mailto:cochincustomsprd@gmail.com">cochincustomsprd@gmail.com</a>.

### **Enclosures:**

- i) Annexure I (Terms and conditions).
- ii) Annexure II (Technical Bid Format)
- iii) Annexure III (Instructions for Price Bid)
- iv) Annexure IV (Tender Acceptance Letter)
- v) Annexure –V (Special Instructions for e-submission of bids)

Sd-

सुमित कुमार / SUMIT KUMAR, IRS सीमाशुल्क आयुक्त (COMMISSIONER OF CUSTOMS)

### **Annexure-I**

### **TERMS & CONDITIONS**

- 1. Notwithstanding anything contained herein, this office reserves the right to terminate the service of the Contracting Agency at anytime without giving any notice or reasons whatsoever. If the services rendered are not upto the subjective satisfaction of this office, then this office reserves the right to terminate the services.
- 2. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. This office shall not entertain any claim arising out of mishap, if any that may take place. In the event of any liability /claim fatling on this office, same shall be reimbursed /indemnified by the Service provider.
- 3. Scope of Work: The work to be done by the outsourced staff includes the following:
  - Typing work-this includes preparation of Correspondences in Word, Excel and PDF format, Data entry. In addition to this photocopying of documents and faxing to various destinations etc have to be done.
  - Up keeping of records and submitting the same to the proper officer.
  - Carrying files/documents.
  - Preparation and serving of Tea/Coffee, washing its utensils.
  - Assisting officials in any work required.
- 4. Cochin Airport and Air Cargo Complex works round the clock, the duty hours for the outsourced staff deployed at these locations shall be decided by respective Assistant Commissioners subject to ceiling of permissible working hours per month.
- 5. Outsourced staff for other locations shall normally be working between 0900 hours to 1730 hours on all working days. However, services of one staff shall be required round the clock in Customs House premises.
- 6. In case of any exigencies, services of the outsourced staff maybe required beyond the stipulated time as above.
- 7. The personnel deployed should be, trained adequately and of sound health. They should be disciplined and well mannered. They should be provided with identity cards which should be displayed prominently. They should have fluency in Malayalam and English or Hindi. Photo, full address and telephone numbers of all personnel should be provided for record.
- 8. The personnel deployed by the service provider should not have any police record/criminal case against them. The agency should make adequate enquiries and certify about the character and antecedents of the personnel so deployed by them.
- 9. The personnel should be punctual and should complete the work assigned to them promptly and meticulously.

- 10. The personnel should report to the officer-in-charge assigned by the office. The service Providers should be registered under the ESI, Provident Funds Acts and other relevant statutory enactments dealing with employment of labour. All existing statutory regulations of both the State as well as the central Governments shall be adhered to by the service provider and all records maintained thereof shall be made available for scrutiny by this office. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
- 11. PAN / GST Registration number should be indicated and copies furnished for records.
- 12. The service provider should pay the personnel a minimum wage at the prevailing rate fixed under the Minimum Wage Act or any other act/rule/regulation/notification/instruction/guidelines in force. Any breach of this condition will result in the immediate termination of the contract.
- 13. The service provider is responsible for payment of monthly salary including leave salary, bonus, gratuity etc., to the personnel as applicable to them under law. The Service provider should ensure that salaries are paid on time every month.
- 14. The amounts quoted should be applicable for the period 01.06.2019 to 31.03.2020 and no request for enhancement will be entertained.
- 15. The payment shall be made to the Service Provider on or before 15<sup>th</sup> of the following month. At the time of submission of bill for payment, the contractor should submit the proof for the previous payment made towards statutory liabilities like EPF, ESI etc. in respect of all the engaged personnel.
- 16. Payment to the Service Provider will be made through NEFT/RTGS mode of payment on presentation of the bill. TDS/TCS will be deducted at source as per the provisions of Income Tax Act/GST Act wherever applicable.
- 17. The persons engaged by the contracting agency will be in the employment of the Agency only and not Customs Department, Cochin.
- 18. The contractor shall indemnify and keep this office, indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
- 19. All damages caused by the personnel to the property of the Office shall be recovered from the Service provider.
- 20. The contract will be for a maximum 200 working days (for a maximum of 8 working hours per day) starting from 01.06.2019 to 31.03.2020. Billing per month shall be limited to maximum no. of 22 workings days per manpower per month. The Contractor shall maintain a tracker sheet clearly indicating balance no. of days out of 200 for each manpower and shall submit a copy of this along with the monthly invoice. The contractor shall ensure that the last month of the contract period i.e. March 2020 has at least 22 working days left for each

manpower.

- 21. No other person except Service Provider's authorized representative shall be allowed to enter the office.
- 22. The workers employed by the service provider will be bona fide employee of service provider and they will have no claim for employment in this office/Department. Any dispute concerning the service provider and their employee arising from this contract shall be the subject matter of the service provider/agency and their employee and this office shall, in no way, be responsible and involved for such disputes. Terms and conditions of employment between the service provider and their employee are matters to be settled by them and the office/Department shall in no way be responsible for the same.
- 23. The service provider/agency, to which the contract is awarded, shall not engage the services to any sub-contractor or transfer the contract to any other person.
- 24. Any liability regarding payment to the workers, or arising due to non-compliance with any of the **labour laws/ minimum wages act** or due to any human loss/injury during the course of work will be the sole and personal responsibility of the service provider/agency.
- 25. The workers deployed by the service provider/agency shall not claim any benefit/compensation/absorption/regularization of services with this office/department. An undertaking from the person to this effect will be required to be submitted by the service provider to this office.
- 26. The service provider/agency shall immediately replace any personnel, if he/they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from this office.
- 27. The service provider shall ensure proper conduct of their personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking and loitering.
- 28. The Service provider shall solely be responsible for the personnel deployed by them including any legal liability arising out of any action initiated by the said personnel provided by them.
- 29. If, for any reason, a worker quits or remains absent, it will be binding for the service provider/agency to provide a suitable substitute immediately.
- 30. The contractual workers to be engaged by the service provider/agency should not, in any way, claim the perks and facilities that are provided to the regular employees of this office/department.
- 31. The department reserves the right to redeploy the persons involved as per requirement subject to ceiling of permissible working hours per month.
- 32. The department reserves the right to increase or decrease the number of personnel required, which shall be finalized at the time of signing of the contract.

- 33. In case of any conflict that may arise, the decision of the department shall be final and binding.
- 34. Contractor must maintain attendance of all the manpower deployed with in and out timings and submit daily before designated officer of the department for scrutiny.
- 35. For violation of any of the provision of the tender, service provider shall be liable for a penalty of an amount as decided by the department for each such incident. The same may be recovered from the monthly payment of the contractor. Repetitions of such violations may lead to termination of the contract.
- 36. Bidder must have a duly registered office in Ernakulam district of Kerala State. Documentary proof in this regard shall be uploaded by the bidder along with the technical bid. Non-uploading of documentary evidence in this regard shall lead to rejection of the bid. Bidders not having a duly registered office in Ernakulam district of Kerala State shall be summarily rejected.
- 37. Bidder must have a minimum experience of three years of outsourcing of manpower services to various organizations situated in Kerala State. Documentary proof in this regard shall be uploaded by the bidder along with the technical bid. Non compliance of this condition shall lead to rejection of the bid.
- 38. In case there is tie or multiple bidder quoting the same price, bidder with maximum experience shall be given preference. In case of any conflict that may arise, the decision of the department shall be final and binding.
- 39. The successful bidder shall have to furnish a Performance Security at 5% of the contract value at the time of signing of the contract which shall remain valid 60 days beyond the contract end date. EMD of the successful bidder shall be returned after furnishing of the performance security. EMDs of the unsuccessful bidders shall be returned after the expiry of bid validity period.
- 40. Any dispute arising out of the contract will be subjected to the Indian law and jurisdiction of the courts located in **Ernakulam only**.

# Annexure-II TECHNICAL BID

Technical requirements for awarding contract for outsourcing of housekeeping services

1	Particulars of DD/Banker's Cheque submitted as Bid Security (Earnest Money Deposit)*	
2	Name of the Firm/Company (in Block letters)*	
3	Name of the Authorized Signatory and Contact No.*	
4	Contact e-mail id for this tender*	
5	Year of incorporation/establishment of the firm/company*	
6	Full postal address (Head Office) with telephone no/fax and e-mail id*	
7	Name of the proprietor/partner(s)/director(s) with contact Nos. and address*	
8	Permanent Account Number (PAN) (Please attach self attested photocopy)*	
9	GST registration number (Please attach self attested photocopy of registration certificate)*	
10	Copy of GST returns for past one year (please attach photocopy)*	
11	Income Tax Return details for the last two years (please attach photocopy), <i>if applicable</i>	
12	Duly registered address of the office of the firm/company in Ernakulam district with	
	telephone no/fax and e-mail id* (please attach photocopies of necessary documents)*	
13	Details of E.S.I.C registration (please attach photocopies)*	
14	Details of E.P.F registration (please attach photocopies)*	
15	Documentary proof of 3 years experience in outsourcing of manpower services in Kerala State (please attach photocopies)*	

Note 1: Items marked with \* are mandatory. Unduly filled technical bids shall be rejected.

Note 2: All the fields above are to be typed. Handwritten Technical Bid shall be rejected summarily.

Note 3: Dimensions of this annexure can be adjusted as per the requirement without tampering with the filled-in contents.

**Declaration:** I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I undersign that in case any deviation if found in the above statement at any stage, I/We will be blacklisted and will not have any dealing with the Department in future.

Signature of Authorised Signatory with date
Name of the firm
Seal

# Annexure-III INSTRUCTIONS FOR PRICE BID

**Note 1:** Price Bid is to be duly filled and uploaded in the BOQ format of this tender document. BOQ format can be downloaded from the tender documents of this tender from CPPP website.

**Note 2:** Price Bid in PDF or any format other than the prescribed BOQ format of this tender document shall be rejected.

**Note 3:** Rate **excluding GST** per person per day is to be quoted separately for semi-skilled and unskilled manpower. GST shall be paid by the department.

**Note 4:** While quoting rate bidder shall take into account all the factors such as minimum wages, variable DA, Insurance, PF, Bonus, Gratuity, allowances, night duty allowance, profit margin, any subsequent changes in DA, wage revision etc. Differential change in wages if any arising out of any change in wage notifications shall be borne by the service provider/agency without changing the value of the awarded contract.

### Annexure - IV (TENDER ACCEPTANCE LETTER)

To,
Commissioner of Customs,
Customs House, Willingdon Island,
Cochin – 682009.
Sir.

<u>Subject</u>: Acceptance of Terms & Conditions of tender for housekeeping services. Tender Reference No: F. No. S31/81/2019 dated 26.04.2019.

### "Tender for Unskilled/Semi-skilled manpower for Cochin Customs for the year 2019-20"

- 1. I/ We have downloaded / obtained the tender document(s) for the above mentioned tender from the website(s) namely <a href="www.cochincustoms.gov.in">www.cochincustoms.gov.in</a> or <a href="www.cbic.gov.in">www.cbic.gov.in</a> or <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> as per your advertisement, given in the above-mentioned website(s).
- 2. I /We hereby certify that, I/We have read the entire terms and conditions of the tender documents and all other annexures, which form part of the tender document and signed on all the pages of the terms & conditions. I/We shall abide by the terms / conditions / clauses contained therein.
- 3. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) including corrigendum(s) (if any) in its totality / entirety.
- 4. I/We do hereby declare that we have not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 5. I / We certify that all information furnished by me/ us/ our firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department shall without giving any notice or reason thereof, shall summarily reject the Bid, without prejudice to any other rights or remedy.

Yours sincerely

Name & Signature with stamp of Legal owner/Power of Attorney holder/Authorized Signatory

#### **ANNEXURE-V**

Special Instructions to the Contractors/Bidders for e-submission of the bids online through the e-Procurement Portal (also available on CPPP <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> under the web link 'Help for Contractors')

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at  $\frac{\text{http://eprocure.gov.in/eprocure/app}}{\text{online}}$ .

#### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

### SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the EMD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- 6) The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP portal Helpdesk.