



TENDER NOTICE

1. Sealed bids on behalf of the President of India, are invited under Two Bid System i.e Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower resources Companies /Firms /Agencies for providing services of 3 nos of un-skilled manpower in the office of the Assistant Commissioner Customs Division, Nilamoni Phukan Path, Christian Basti, Guwahati – 781 005 , for a period of one year from the date of contract on Minimum Wages Rates under Minimum Wages Act as applicable in the state of Assam.
2. Desirous companies/firms/agency may obtain tender documents from the Office of the Assistant Commissioner Customs Division, Nilamoni Phukan Path, Christian Basti, Guwahati – 781 005 ,and also by downloading from the website (<http://shillongcustoms.nic.in/>) or www.cbec.gov.in.
3. The interested parties are requested to submit their bids mentioning therein the price to be charged by them. The tender documents are to be submitted to the Office of the Assistant Commissioner of Customs, Nilamoni Phukan Path, Christian Basti, Guwahati – 5.
4. Last date for submission of tenders is **24th of July 2017** upto 13.30 hrs which will be opened on the same day at 15.30 hrs in presence of the parties or their authorized representative who wish to be present at the time of opening the tender. The Deputy Commissioner, Customs Division, Guwahati reserves the right to accept or reject any or all tenders without assigning any reason thereof. The decision of this office in this regard shall be final and binding on all.

(Annu Darin)
Deputy Commissioner

C. No. I(22)4/Adm/Misc./PRO/CUS/GHY/2013

Date :

Copy forwarded for information and necessary action to:-

1. The Commissioner of Customs (Preventive), N.E.R., 110, M. G. Road, Shillong.
2. Supdt. (Comp. & Trg.), Customs Hqrs. Office, Shillong with a request to upload the Tender in the Departmental Websites.
3. Office Notice Board.

(Annu Darin)
Deputy Commissioner

SCOPE OF WORK, TERMS & CONDITIONS and INSTRUCTIONS FOR BIDDERS

1. The Office of the Assistant Commissioner Customs Division, Nilamoni Phukan Path, Christian Basti, Guwahati – 781 005 invites sealed bids from established and financially sound Companies / Firms / Agency for providing manpower services of un-skilled manpower to the office.
2. The manpower so hired shall be strictly paid in accordance with Minimum Wages Act/Rates applicable in the State of Assam.
3. The validity of the contract will be for a period of 1(one Year) from the date of acceptance of the bid. However, if found satisfactory, the contract may be extended further with the permission of competent authority.
4. The bid is invited under two-bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit separate sealed envelopes super scribing “Technical Bids for providing manpower services” and “Financial Bids for providing manpower services” to the office. Both sealed envelopes should be kept in a Third envelope duly sealed super scribing “Bid for providing manpower services to the office of the Assistant Commissioner Customs Division, Nilamoni Phukan Path, Christian Basti, Guwahati – 781 005”.

5. PRE-QUALIFICATION REQUIREMENTS OF THE BIDDER FIRM / AGENCY

The bidder should fulfill the following technical qualifications:

- i. The Registered Office or one of the Branch Offices’ of the bidder should be located in Guwahati.
 - ii. The bidder Company /Firm/Agency should be registered with the appropriate registration authority. The bidder Company / Firm / Agency should have at least two years’ experience in providing manpower resources to Public Sector Companies / Banks / Government Departments or any registered company;
 - iii. The bidder Company / Firm / Agency should be registered with Income Tax and have valid Service Tax registration;
 - iv. The bidder Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
6. The bidder is required to enclose self attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered: ORDER FOR ARRANGING VARIOUS DOCUMENTS IN TECHNICAL BID -
- i. Unconditional acceptance of Terms and conditions of the tender
 - ii. Application Form -Technical Bid;
 - iii. Attested copy of registration of the Company /Firm /Agency;
 - iv. Attested copy of PAN Card;
 - v. Attested copy of Service Tax registration certificate;
 - vi. Attested copy of Trade License issued by GMC.
 - vii. Attested copy of the P.F. registration letter / certificate; Attested copy of the E.S.I. registration letter / certificate;
 - viii. Certified documents in support of entries in Technical Bid,
 - ix. Whole Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

- x. The interested Companies/Firms/Agencies may put the tender document complete in all respects along with all enclosures.
- xi. The nature of service for the unskilled manpower shall include but not be limited to the following activities: -

- a. Opening and closing of office and office up-keeping.
- b. Regular cleaning, dusting of furniture, instruments & tools etc so as to maintain general cleanliness and hygiene in the office and all other work entrusted to them from time to time.
- c. Movements of letters/files within offices.

- 7. The requirement of the office may increase or decrease during the period of the contract.
- 8. The conditional bids shall not be considered and likely to be rejected summarily. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid. The envelope containing Technical Bid shall be opened first on the scheduled date and time at 15.30 P.M. in the Office of the Assistant Commissioner Customs Division, Nilamoni Phukan Path, Christian Basti, Guwahati – 781 005 , in the presence of the representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time The L1 bidder (based on the lowest amount quoted) will be arrived at after consideration of total price/amount quoted for the all category.
- 9. This office reserves the right to annul any or all bids without assigning any reason.
- 10. The bidder must quote the technical & financial bids as per the format enclosed at ANNEXURE I & II.
- 11. The manpower employed by the agency shall be required to work normally as per the office's working days, i.e. from Monday to Friday from 09:15 hrs. to 17:45 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazzetted holidays, if required. Wages will be paid as per Minimum Wages rates on per day basis for attending the office on such holidays.
- 12. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /Indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the office within 2 days of being brought to his/her notice, failing which the provisions of clause 18 of the section will apply.
- 13. The bidding company shall provide identity card to the personnel deployed in the office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.
- 14. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the office.

15. The contractor shall endeavor to provide the service of the same manpower as deployed at the beginning of the contract, throughout the period of contract, except in extra ordinary circumstances like person leaving the job or person being asked to be replaced by the office. Not more than one change per person deployed limited to three of all the person deployed shall be permitted unless such changes are justified in view of this office. If the change exceeds the limit mentioned above and in view of this office is not justified then a penalty of Rs. 200 per additional change will be imposed.
16. The tendering manpower Company/Firms/Agency shall not have been black-listed or debarred by any govt. Department/authority to do business. They will have to submit an undertaking duly signed by competent authority of the Firm/Agency in this regard.
17. The selected agency shall provide a substitute in the event of the person remaining absent to more than two days for any reason. Delay by the Agency in providing a substitute after expiry of two days absence shall attract damages @ Rs. 200 per day per person (per such case) starting from the day from which the person has been absent on the service providing agency, besides deduction in payment on pro-rata basis.
18. For all intents and purposes, the Successful bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower in the office of the Assistant Commissioner Customs Division, Nilamoni Phukan Path, Christian Basti, Guwahati – 781 005 from all liabilities whatsoever arising out of such deployment at any stage of contract or thereafter.
19. The Successful bidder shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. The office shall, in no way, be responsible for settlement of such issues whatsoever. The office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation. The service provider shall indemnify this office from all types of losses incidental to this contract.
20. The man power deployed by the contractor shall not have any claims of Master and Servant relationship nor shall he/she have any principal and agent relationship vis a vis this office. For all practical purposes the bidder shall be employer of such manpower provided to perform quantified task.
21. The man power deployed by the contractor for the contract shall not be entitled for claim such as pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of the office, during the currency or after expiry of the contract. In case of termination of the contract also, the person deployed by the contractor shall not be entitled to have any claim for absorption or relaxation for absorption in the regular / otherwise capacity. This should be communicated to the manpower deployed in the office by the contractor.
22. Payment shall be made only to the contractor and on monthly basis as per actual services. The contractor has to raise invoices in the first week of the next month for the services rendered in the month.
23. The Successful bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under the contract to any other agency without the prior written consent of the office.

24. The Successful bidder will be bound by the details furnished by him / her to the Department, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

LEGAL

25. The Successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the person deployed by it in the office.
26. Successful bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to this office to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
27. The Successful bidder shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of the office or any other authority under Law.
28. In case, the Successful bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the office is put to any loss / obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency to the extent of the loss or obligation in monetary terms.

FINANCIAL

29. The Bids, offering rates which are lower than the minimum wages (as applicable for O/o the Assistant Commissioner Customs Division, Nilamoni Phukan Path, Christian Basti, Guwahati – 781 005) for the pertinent category, would be rejected.
30. In case the bidder is not quoting or quoting very low administrative charges, reasons thereof, shall be specifically written, failing which, it will be construed that the bidder is not paying the minimum wages to the labour engaged. Hence such bids are liable for outright rejection.
31. The claims in bill will be considered only if the documentary proof of remittance towards EPF, ESIC, Service Tax etc. in respect of previous month (to the authorities concerned) is attached with the bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished. The decision of this office is final in this regard.
32. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and jurisdiction will be Guwahati, Assam.

DECLARATION

1. I, Son / Daughter / Wife of Shri _____
Proprietor/ Director/ Authorized Signatory of the agency/ Firm, mentioned above, am competent to sign the declaration and execute the tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place: _____

Seal:

ANNEXURE-I

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For providing services of unskilled manpower

1. Name of bidder Company/ Firm / Agency :
(Attach certificate of registration with labour department)
2. Name of proprietor / Director :
of Company/Firm/agency
3. Full Address of Reg. Office :
4. Full address of Operating / Branch Office :
Telephone No. :
FAX No. : E-Mail Address :
5. Banker of Company/ Firm/ agency with :
full address :
6. PAN / GIR No. : (Attach self attested copy)
7. Service Tax Registration No. : (Attach self attested copy)
8. E.P.F. Registration No. : (Attach self attested copy)
9. E.S.I. Registration No. : (Attach self attested copy)
10. Trade License of GMC (Attach self attested copy)
11. No. of years of experience in providing housekeeping service
(Enclose proof such as performance report from clients)
12. Additional information, if any (Attach separate sheet, if required)

Date:

Place:

Signature of authorized person

Full Name :

ANNEXURE-II

FINANCIAL BID – Proforma

(TO BE ENCLOSED IN A SEPARATE SEALED ENVELOPE FOR UN SKILLED WORKERS)

For providing un-skilled manpower.

1. Name of bidder Company / Firm / Agency:

2. The components of rate for employee is to be quoted in accordance with the Minimum Wages Act, 1948 and rates as applicable in the area in currency for Un-skilled Workers on per month basis and other by-laws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.)

S.No.	Component of Rates*	@	Rate for one person	Total Amount
1	Monthly Rate fixed as per MW Rates			
2	Employees Provident Fund			
3.	Employees State Insurance			
4.	Firm's Service/Administrative charges			
5.	Any other liability (Please indicate)			
6.	Total Service Tax Liability			
7.	Total (Col. 1 to 6)			

Administrative charges: The bidder shall be required to quote administrative charges per contract employee which shall be deciding parameter for the award of the contract.

Date: _____ Full Name: _____ Signature of authorized person _____

Place: _____

Seal : _____