



भारत सरकार
Government of India
वित्त मंत्रालय, राजस्व विभाग
Ministry of Finance, Department of Revenue
सीमा शुल्क आयुक्त (निवारक) का कार्यालय
Office of the Commissioner of Customs (Preventive)

पूर्वोत्तर क्षेत्र
North Eastern Region

सीमा शुल्क भवन, 110, महात्मा गांधी रोड, शिलांग 7930001
Custom House, 110 M. G. Road, Shillong – 793001

Phone: 0364-2222597/2225325/2229005. Fax: 0364-2223440/2229007. E-mail: cus.shg-meg@nic.in

C. No. II(35)01/CUS/HQRS/SECURITY/PRO/SH/2017

Dated

**NOTICE INVITING TENDERS (NIT) FOR SUPPLY OF MANPOWER FOR
SECURITY SERVICE FROM 01.04.2019 TO 31.03.2020.**

Sealed tenders are invited from reputed, experienced and financially sound/reputed Parties/Agencies for annual contract for outsourcing Security Services for the office premises and at hired premises, where seized vehicles are kept by the department located at the address given in the table below for one year (i.e. from 01.04.2019 to 31.03.2020). Interested parties/agencies preferable who have experience in providing security service and also willing to comply with the terms and conditions annexed to this notice, may drop their bids at the tender box kept at the O/o The Commissioner of Customs (Prev.), M.G. Road, NER, Shillong on or before 19.03.2019 at 17:00 hrs.

Sr. No.	Name of the Building/Premises	Minimum no. of guards to be deployed
1.	Office of the Commissioner of Customs(Preventive), 110, Mahatma Gandhi Road, Shillong, Meghalaya – 793 001	01
2.	Hired premises at Laitkor, Shillong, where seized vehicles are kept by the department.	03

The tender is invited in two parts i.e. (1) Technical Bid (2) Financial Bid. The valid Technical bids shall be scrutinized by this office to shortlist the eligible bidders. Thereafter, the Financial bids of shortlisted bidders, who have qualified in Technical Bid will be opened. Technical bids shall be opened on 20.03.2019 at 14:00 hrs. The copy of tender may be obtained from the departmental website www.shillongcustoms.gov.in.

Wazim Mustafa
(Wazim Mustafa)

Assistant Commissioner (Hqrs.)

C. No. II(35)01/CUS/HQRS/SECURITY/PRO/SH/2017

Dated

Copy forwarded to:

11/11/19(A)

5 MAR 2019

5 MAR 2019

1. The Commissioner of Customs (Prev), NER, Shillong
2. The Superintendent (Computer & Training), Customs Hqrs Office, Shillong for uploading at the official website.
3. Notice Board of Customs Hqrs./CGST Hqrs./Shillong Customs Division/ GPO/ DC office.

wazim
01/05/15

(Wazim Mustafa)
Assistant Commissioner(Hqrs.)

Annexure-I

SCOPE OF WORK

The duties of security guards will be as follows:-

1. To keep vigil of the office building/hired premises and safeguard the properties, assets and other materials from theft, pilferage, destruction, sabotage, fire and subversive activities by anyone during the period of contract.
2. Services for security to be provided during the period of contract on round the clock all days on 8 hrs. Shift basis.
3. Any untoward incident which is a threat to the security at the above mentioned locations have to be intimated to the controlling officer of the Office building.
4. The security personnel shall ensure that authorized persons/vehicles are permitted to enter/exit the area covered under their security.
5. The Security guard is required to maintain a register in the format prescribed so as to ensure that all the persons other than the officers/employee of the Department are allowed entry only after entering particulars such as name, vehicle number, purpose, the person or the house they intend to go/ meet etc.
6. The security guards will also attend to any other work as & when directed by the GST and Central Excise, authorities by mutual arrangement/agreement.

TERMS AND CONDITIONS

1. The agency should possess a valid license from the respective State Controlling Authority prescribed under The Private Security Agencies (Regulation) Act, 2005 and Central Model Rules framed in the year 2006, as amended from time to time. The personnel to be engaged for this purpose should have good antecedents.
2. Preference would be given to service providers who have experience in providing service to Govt. Institutions.
3. The security personnel to be provided preferably should be a fit person strictly in the age group of 30-45 years. They should have sound health and with no criminal background. It shall be the responsibility of the agency to cause Police verification of the personnel being provided to this office.
4. All the Security guards should be in proper uniform, which shall be provided by the agency. This office shall not provide any accommodation/food/uniform to the guards.
5. The security personnel engaged by the agency to guard the premises will not have any right / claim whatsoever, for direct recruitment of temporary or permanent employment in the Government of India.
6. The Contractor shall on award of the contact, furnish the list containing name and addresses of the workmen sent to this office for performing Security services.
7. The Contractor shall maintain an attendance register of security guards and this register of security guards shall be subject to check by the concerned officer of this office.

8. The applicants should be capable of providing services of such nature and should furnish an undertaking ID the effect that all relevant laws are being complied with and also that they are capable of holding and controlling the man power without any legal encumbrances; the firm shall possess valid PAN number, Service Tax Registration (if applicable), ESI, EPF registration as applicable.
9. For the aforesaid work, the Service Provider shall quote the rate which should be inclusive of wages notified by the Ministry of Labour or the State Government/Union Territory Administration, as per the Minimum Wages Act, 1948 and DoPT OM No. 49014/2/86 Estt.(C) dated 07.06.1988, EPF, ESI, & levies, service charges, if any, etc. but exclusive of GST along with the no. of persons to be deployed for the work.
10. The deduction towards PF and ESI etc. be factored in rates being quoted by the applicant/contractor and the same would not be payable by the department over and above the rates thus quoted. The contractor would be liable for ensuring compliance with the relevant rules and regulations as notified in this regard from time to time.
11. The successful bidder will be required to give letter of acceptance within 3 days of being informed and enter into an agreement for the work contract.
12. The Service Provider shall arrange necessary Insurance cover for all the persons deployed by him.
13. This Office shall not entertain any claim arising out of mishap, etc, if any, that may take place while discharging the duties by the personnel(s) provided by the Service Provider. In the event of any liability/claim falling on this Commissionerate, the same shall be reimbursed/ indemnified by the Service Provider.
14. The workers engaged by the Service Provider for the said work at offices located at various places will not have any right / claim whatsoever, for direct recruitment of temporary or permanent employment in the Government of India.
15. The Contractor should not Indulge In employing child labour.
16. The security guards deployed should be well experienced and trained adequately and should be of sound health. They should be well behaved and well mannered.
17. If a particular person is absent on any day, another person shall be deployed in his/her place. For any absence and non-engagement, no security charges shall be paid.
18. Against Income Tax, Under Section 194(c) of Income Tax Act and the rules framed there under, the Department is free to deduct the amount at the rate applicable under the rules from the monthly due and payable to the Agency as TDS and shall issue suitable TDS certificate to that effect to the Agency.
19. Subcontracts are not allowed to be made by the agency.
20. The security guards posted by the service provider will be provided Identity cards by the service provider specifying the work place, for carrying out the obligation under this contract. Such guards will be allowed entry in the aforesaid premises only on presentation of Identity card to the security supervisor. Within the premises of the office, the contractor's personnel shall not do any private work, except their assigned duties, and will not entertain any guests/outsideers etc.
21. The service provider will be responsible for any deficiency in service or loss of any goods / material / equipment available in the Complex, the service provider will be

served with a notice quantifying the deficiency in service or loss of items & also affording him an opportunity to put forth his defence in writing or orally. After considering the defence put forth by service provider, the Commissioner of Customs, NER, Shillong will determine the amount payable by service provider which will be final & binding on him.

22. The service provider will be wholly and exclusively responsible for payment of salary to the security guards. They will also be responsible for compliance of all statutory obligations under Minimum Wages Act, Employees Provident Fund, ESI Act etc. and this office will not be responsible for making any payment to the security Guards. They shall have take out the following insurance policies to cover all the risk and keep them valid till the successful completion of the contract (i) Workman's compensation, ESIC, (ii) Risk/ liability of the 3rd party.
23. The bidders who intend to bid and intend to visit the aforesaid premises to acquaint themselves of the work to be carried out in the said premises, the scope of work etc. can do so during the office hours i.e. 09.45 hrs to 17.45 hrs.
24. The Commissioner of Customs (Preventive), NER, Shillong reserves the right to reject all/part or any of the quotations without assigning any reason thereof. No correspondence in this regard will be entertained.

TERMS OF PAYMENT

1. The service provider will submit the monthly bill for claiming charges for having provided Security services In duplicate enclosing therein certificate, which shall be got duly certified by the officer-in-charge and the same shall be paid thereof after making recovery, if any.
2. The service provider shall make regular and full payment of wages/charges, salaries and other payments as due, as per the labour laws and Minimum rates, to its personnel deployed for the said work and furnish necessary proof to this office in this regard as and when required.
3. Actual deployment of personnel & their attendance.
4. Proof of payments made to personnel deployed for previous month.
5. Proof of challan/ receipt issued by Regional Provident Fund Commissioner (RPFC) etc. for the payment made towards applicable Provident Fund, ESI & EDLI etc. for the previous month and proof of payment towards compliance of other statutory provision like Bonus for the previous month, if required by this office.
6. The Commissionerate shall release due amount after making recoveries, if any, through crossed account payee cheque in favour of service provider.

CHARGES AND PAYMENTS

1. Bills chargeable to the Commissionerate shall be paid after every month of services rendered, if found in order on the basis of availability of grant in case of any complaint of non-fulfillment of any obligation under the contract, the Commissioner reserves the right to deduct the amount, due from the service provider from monthly bill(s).

PENALTIES

1. The Contractor will attract a penalty of an amount of Rs. 1000/- (Rupees Thousand Only) per day per person, in addition to deduction of the wages, in case a person fails to carry out the Security services due to his absence or any other reason, which shall be recovered from the bills or otherwise.
2. The contractor would ensure that all its personnel deployed with this office behave courteously and decently with the employees/officers of this office.
3. In the event of failure in maintaining the Security services on any day up to desired standard, in part or full, the contractor is liable to penalty @ Rs. 2000/- (Rs. Two Thousand Only) per day, which shall be recovered from the bills or otherwise.
4. Security Deposit/Performance Security: On acceptance of tender, the successful bidder must provide Security Deposit/Performance Security in the form of Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in India, equal to ONE MONTH'S amount for the services provided in favour of The Commissioner of Customs (Preventive), NER, Shillong. Performance security should remain valid for a period of Sixty days beyond the date of completion of all contractual obligations of the contractor. The Security Deposit will be refunded only after the successful completion of the contract. The deposit is liable to be forfeited, if during the period of contract the services of the contractor are found to be unsatisfactory in any respect, and/or any of the conditions of the contract is contravened/ breached, and/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any action by the department that the contractor firm may invite upon themselves due to any of the reasons specified above.
5. Earnest Money Deposit (EMD) or bid security of Rs.5,000/- (Rs Five Thousand Only) shall be submitted by bidders in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee, from any of the Commercial Banks in India, drawn In favour of "Chief Accounts Officer, Customs Hqrs, Shillong", shall accompany the qualifying bid. Qualifying bids without EMD will be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished in Annexure-III & IV are found to be incorrect or false during the tender selection process. No interest shall be paid on the EMD and EMD of selected bidder will be returned on commencement of the work.
6. The Bidder should clarify any doubt/query regarding the specification from Superintendent (PRO) on any working day between 9:30 am to 6:00 pm before 01.03.2019.
7. The Bidder should clarify any doubt/query regarding the specification from Superintendent (PRO) on any working day between 9:45 am to 5:45 pm before 19.03.2019.

Annexure II

TECHNICAL TERMS & CONDITIONS:-

1. The Agency should be in the business of Security at least for the last 5 years.
2. The Agency should have a minimum experience of 5 years in providing security service out of which at least for two years they should have handled the entire security system of a reputed Government Organization and a reputed Public Sector Company.
3. The Agency must provide satisfactory service certificate from at least two Central Government/ State Organizations (Ministries, Government Department, PSU etc.)
4. The Agency should be registered with the GST Department and should submit copy of GST Registration Number.
5. The Agency should submit valid Income Tax clearance certificate/ Returns for last one year.
6. The Agency should submit copy of PAN Number.
7. The Address of the Agency with telephone No. and Fax Nos. in Shillong should be given.
8. Technical bid shall include documentary proof in respect of each of the above points of Technical Terms & Conditions. Financial bids of a firm who fails to fulfill any of the above conditions would not be considered.

The Firms meeting the above technical terms & conditions only should submit their Quotations in sealed cover.

Annexure III
TECHNICAL BID

All columns must be filled:

1.	Name of the Organization/firm	
2.	Name(s) of the proprietors/ Directors	
3.	Registered Address	
4.	Telephone No./Mobile No/Fax No./e-mail ID	
5.	Whether firm is registered and license holder under Contract Labour (Regulation & Abolition) Act	
6.	Registration no. of the firm (copy ot be enclosed)	
7.	Permanent Account No. of the firm (PAN)	
8.	Provident Fund Number allotted by the Regional Provident Fund Office	
9.	ESI Regn. No.	
10.	GST Registration No.	
11.	Total staff/ worker of the firm	
12.	Name(s) of the public sector/Govt. organization to whom similar services have been provided by the firm during last 5 years(Please attach proof)	

Declaration:

I have thoroughly examined and understood all the terms and conditions as contained in the Bid document and agree to abide by them.

Signature with Date _____

Name _____

Name of the firm _____

Seal

Annexure IV

FINANCIAL BID

All columns must be filled:

Sl No.	Description of charges	Rate per month (in Rs.)
1.	Total charges per personnel inclusive of all charges/taxes(viz. Adm Charges, ESIC, EPF,GST)	Rs. (In words)
2.	Total amount for 4 security personnel	Rs. (In words)

Declaration:

I have thoroughly examined and understood all the terms and conditions as contained in the Bid document and agree to abide by them.

Signature with Date _____

Name _____

Name of the firm _____

Seal

Annexure V

UNDERTAKING BY THE BIDDER

1. I/We undertake that my/our firm has not been blacklisted by any Govt. Department/Public Sector Undertaking/Autonomous Body.
2. I..... Son/Daughter/Wife of Shri am competent to sign this declaration and execute this tender document.
3. I have carefully read and understood all the term and conditions of the tender and undertake to abide by them.
4. The information/documents furnished along with the above application are true and correct 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.
5. I understand that in case any deviation is found in the above statement at any stage, my concern/firm/co. shall be blacklisted and shall not have any dealing with the Department in future.

Signature with Date_____

Name_____

Name of the firm_____

Seal