



**OFFICE OF THE COMMISSIONER OF CUSTOMS (PREVENTIVE)  
NORTH EASTERN REGION: SHILLONG**

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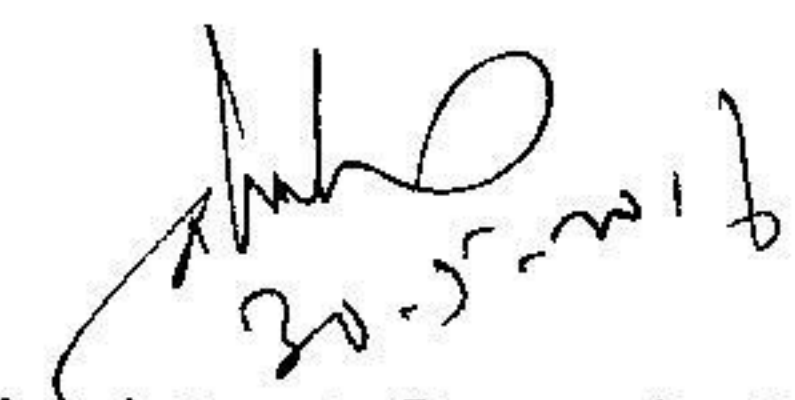
C.No. II(35)14/CUS/PRO/MISC/C.W/HQRS/SH/2015

Dated: 30.05.2016

**SCHEDULE AND SPECIFICATIONS**

1. Name of the work: Outsourcing of 10 (approximate may be increased/decreased as per requirement) Unskilled/Semi Skilled workers (Safaiwala, Farash, Mali, Driver, DEO) for service in the O/o the Commissioner of Customs (Prev), NER, 110 MG Road, Shillong.

| Sl no | Description                                         | Tentative time schedule                                            |
|-------|-----------------------------------------------------|--------------------------------------------------------------------|
| 1     | Starting of bid submission                          | 30.05.2016                                                         |
| 2     | Last date and time of bid submission                | 19.06.2016 (17:00 hrs)                                             |
| 3     | Opening date of Technical bids                      | 20.06.2016 (14:00 hrs)                                             |
| 4     | Opening date of financial bids of qualified bidders | 20.06.2016 (14:30 hrs)                                             |
| 5     | Venue of opening of bids                            | O/o The Commissioner of Customs (Prev), NER, 110 MG Road, Shillong |

  
Assistant Commissioner (P&V)





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C.No. II(35)14/CUS/PRO/MISC/C.W/HQRS/SH/2015

Dated: 30.05.2016

**TENDER NOTICE**

1. Sealed bids are invited under two bid system from registered agencies/contractors for supplying 10 (ten) Unskilled/Semi Skilled workers (Safaiwala, Farash, Mali, driver, DEO) on temporary basis. The details of the work and conditions are enclosed as Annexure 'A'. The bids must be received up to 17:00 hrs on 19.06.2016. Bids received after the due date and time will not be accepted and will not be taken into consideration for awarding of the contract.
2. The Sealed bids should be superscribed as "Bids for hiring of 10 Unskilled/Semi Skilled workers" and should be addressed to the Assistant Commissioner (P & V), Office of the Commissioner, Customs (Prev), NER, 110, MG Road, Shillong.
3. The interested Service Providers are required to submit the bids as per rates, schedule, terms and conditions given in the Tender Document. Conditional bids shall not be considered and will be out rightly rejected at the very first instance.
4. Interested parties may approach this office for any further information in this regard.
5. The technical bids will be opened on 20.06.2016 at 11.00 hrs. in the presence of Tender Committee and in the presence of the parties or their authorized representatives, if any, who wish to participate, Office of the Commissioner, Customs (Prev), NER, 110, MG Road, Shillong.
6. The financial Bids of the contractors shall be opened and considered only of the bidder whose technical bids qualify the criteria.
7. Office of the Commissioner, Customs (Prev), NER, 110, MG Road, Shillong reserves the right to reject any or all of the bids without assigning any reasons thereof.
8. Details of Tender Notice are also available in the our website [www.shillongcustoms.nic.in](http://www.shillongcustoms.nic.in).



The details of the nature of work are as under:-

| SI No | Category                                                                       | Nature of work                                                   |
|-------|--------------------------------------------------------------------------------|------------------------------------------------------------------|
| 1     | Unskilled / Semi Skilled workers (10 Nos) Safaiwala, Mali, Farash, Driver, DEO | Outdoor office work, cleaning and miscellaneous office works etc |

Period of hiring: 01.07.2016 to 30.06.2018

Last date & time of depositing the bids: 19.06.2016 by 17.00 Hrs Date & time of opening of Technical Bids: 20.06.2016 at 14.00 Hrs

Date & time of opening of Financial Bids: 20.06.2016 at 14.30 Hrs

### **Annexure- A**

#### **SCOPE OF WORK GENERAL SERVICES ON DAILY BASIS**

Ten (10) Unskilled/Semi Skilled workers (Safaiwala, Mali, Farash, Driver, DEO) shall be engaged on contract from 01.07.2016 to 30.06.2018 through service contractor, for the services contracted i.e. Outdoor office work, cleaning and miscellaneous office works, assisting office staff in day to day office work and other miscellaneous office work. The nature of service will include the following activities.

- (a) Daily Cleaning of Officers Chambers, toilets, sweeping and mopping of the office building/compound.
- (b) Regular cleaning of racks, storage spaces, windows, walls, removing cobwebs etc.
- (c) Cleaning of departmental vehicles on regular basis.
- (d) Attending the calls of the officers viz. bringing and serving tea, water etc.
- (e) The contractor must use mop for up-keeping work.
- (f) Any other miscellaneous type of work assigned by the officer-in- charge.

#### **GENERAL TERMS AND CONDITIONS**

1. Bidder providing similar service to other government departments will be given preference.
2. The persons who are contracted for services should be of good moral character, and should not have been convicted for any offence under the law. The contractor on being awarded the contract shall verify the antecedents of the persons engaged, from the appropriate authorities and submit a certificate to that effect.



3. The contractor will, prior to the commencement of the operation of contract, make available to the department, particulars of all the employees who will be employed. Such particulars inter-alia should include age, date of birth, photograph, local and permanent address, qualification, parentage etc. of the employees so deployed. Any change or addition in this regard should be notified immediately to Superintendent (Hqrs).

4. The persons so provided by the service provider shall be employees of the service provider and shall remain under the control and supervision of the service provider and the service provider shall be liable for the wages and any other claim of the person so engaged. The service provider should observe all the relevant laws relating to employment of person assigned to this office (such as those relating to payment of minimum wages, employment of child labour etc.) as applicable from time to time and should submit a certificate to that effect.

5. The contractor shall be responsible for fulfilling all the obligations towards the person deployed under the law.

6. The contractor would be liable for ensuring compliance with the relevant rules including PF, ESI etc. and regulations as notified by Government in this regard from time to time and that the department shall not pay over and above the rate quoted in respect of any such deduction made by the contractor.

7. The contractor shall take all responsible precautions to prevent any unlawful/disorderly conduct or acts of the employee so deployed. He shall also be responsible for the preservation of peace and protection of persons and property.

8. This Commissionerate shall pay at rates not exceeding the rates fixed by the State Govt. for such employment on submission of bill for the aforesaid services.

9. Department reserves the right to call upon the Contractor to remove any person whom department finds unsuitable for services on account of hygiene, health or conduct or any other reason and the Contractor will be obliged to comply with the same.

10. The contractor shall ensure availability of each deployed person on all working days for providing the service contracted for.

11. For any absence / non-engagement, no charges will be paid and in addition a penalty of Rs. 150/- per day shall be levied on the contractor.

12. Department reserves the right to cancel the contract at any time if it feels that the work is not satisfactory.

13. If the contract is terminated before completion of a month the amount payable to the contractor for number of days worked shall be calculated @ as mentioned on per day basis.



14. Contractor should be registered with Government Department, wherever applicable.
15. The Contractor shall submit valid proof of Service Tax having actually been paid by him to the Government Account in respect of the above said service provided.
16. This agreement shall be terminated on the following contingency:
  - (i) On expiry of the contract. (ii) By giving 24 hours notice.
17. The engagement of the contractor does not in any way confer any right to the contractor 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.
18. The Contractor shall indemnify the office against any action arising out of the deeds of the deployed persons.
19. The contractor should also mention the details about the amount per person/month to be paid while quoting the rates. Agency charges should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
20. The contractor should also submit details of other such organization, to which they have extended similar services in the recent past.
21. The agency should be registered with the concerned Government Authorities, and a copy of the current registration may be submitted. The Service provider shall maintain all statutory registers under the applicable laws. The agency shall produce the same, on demand, to this office or any other authority under law.
22. The contractor should provide Service Tax Registration number and a valid PAN Number in their tender documents. They should also have their own Bank Account.
23. Normal working hours would be for 6 (six) days a week from 8.30AM to 6.00 PM Monday to Saturday. However, the service provider shall ensure availability of the persons deployed for providing the Services on all days of the week, as per the requirement of this office.

#### **OTHER TERMS AND CONDITIONS**

1. The persons supplied by the Agency should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local Police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent



photograph and a certification to this effect submitted to this Department. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.

2. The tender are being invited under two bid systems i.e. Technical Bid and Financial Bid. The interested agencies/contractors are advised to submit two separate sealed envelopes each for providing 10 Unskilled/Semi Skilled workers (Safaiwala, Mali, Farash, Driver) on temporary basis scribing super "*Technical Bid for providing 10 Unskilled/Semi Skilled workers on temporary basis* " and "*Financial Bid for providing 10 Unskilled/Semi Semi Skilled workers on temporary basis*". Both the sealed covers should be placed in a main sealed envelope super scribed " Tender for supply of 10 Unskilled/Semi Skilled workers on temporary basis should be addressed to Assistant Commissioner (P&V), Office of the Commissioner, Customs (Prev), NER, Shillong by 17.00 hrs on or before 19.06.2016.

3. A complete set of tender documents can be accessed at the departmental Website [www.shillongcustoms.nic.in](http://www.shillongcustoms.nic.in).

4. The contractor should also mention the details about the amount per person/month to be paid while quoting the rates. Agency charges should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.

5. The contractor should also submit details of other such organization, to which they have extended similar services in the recent past.

6. The agency should be registered with the concerned Government Authorities, and a copy of the current registration may be submitted. The Service provider shall maintain all statutory registers under the applicable laws. The agency shall produce the same, on demand, to this office or any other authority under law.

7. The contractor should provide Service Tax Registration number and a valid PAN Number in their tender documents. They should also have their own Bank Account.

8. Normal working hours would be for 5 (five) days a week from 8.30AM to 6.00 PM Monday to Friday. However, the service provider shall ensure availability of the persons deployed for providing the Services on all days of the week, as per the requirement of this office.

9. It will be obligatory on the part of the service provider for the safe upkeep and proper handling of the office equipments. If any damage is caused to the office equipment on account of negligence of the person deployed, the service



provider will be liable for action under law and the loss/damages so caused will be paid, by/recovered from the service provider.

10. The payment shall be made at the end of the calendar month and for any absence, pro-rata wages will be deducted. If the contract is terminated in the middle of a month the amount payable to contractor will be calculated on pro-rata basis.

11. If any information furnished by the firm is found to be incorrect at a later stage or the firm awarded the contract backs out/ dishonors the agreement concerned, the firm shall be liable to be debarred from all the tendering process and the firm will be black-listed.

12. The service provider shall not assign, transfer, pledge or sub contract the performance of the contracted services.

13. The contractor to whom the work is awarded shall have to ensure secrecy and security of data provided by the department. The information/ data so provided shall not be passed on to any unauthorized persons, agencies or organizations.

14. The persons from the Service Provider shall not claim any benefit/compensation/absorption; regularization, of services with this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation and abolition) Act, 1970.

15. The persons engaged by the service provider shall be the employee of the service provider and shall remain under the control and super-vision of the Service Provider, and the Service Provider shall be liable for the wages and any other claim of the person so engaged. The Service Provider is to observe all the relevant laws relating to employment of person assigned to this office (such as those relating to payment of minimum wages, employment of child labour, etc.). There is no "Master & Servant" relationship between the employees of the service provider and the Hirer of the service (i.e. Office of the Commissioner, Customs (Prev), NER, Shillong). The said person(s) of the service provider shall not claim any benefit whatsoever from office of Commissioner, Customs (Prev), NER, Shillong)

16. The contractor shall comply with all applicable laws of the Central Government/State Government and any other law for the time being in force including the Income Tax/Service Tax Law etc. This office shall not be responsible for any dispute that may arise in connection with the subject service, between the contractor and any State or Central Government Department e.g. authorities dealing with the Minimum wages, E.P.F., E.S.I., Labour Laws, Service Tax and Income Tax etc., or any local body.



17. The Tax Deducted at Source (TDS) shall be deducted as per the provisions of Income Tax Law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this office.

18. The Service Provider shall also be liable for depositing all taxes (including Service Tax) 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.

19. The Service provider shall be responsible for any unlawful/disorderly conduct or acts of the employee deployed and for the preservations of peace and protection of persons and property. The Service provider shall be responsible for fulfilling all the obligations towards the person deployed under the law.

#### **MODE OF SUBMISSION OF BIDS/ GENERAL INSTRUCTION:**

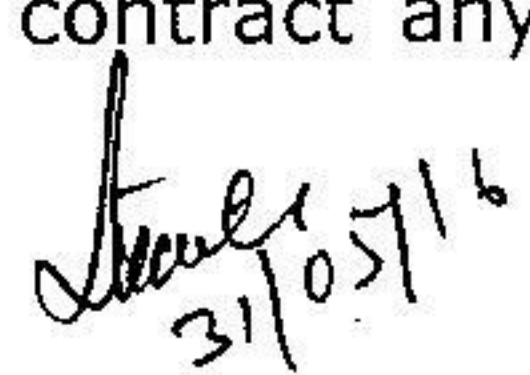
1. The technical and financial bids should be in two separate sealed envelopes. The envelope containing the technical bid should be properly marked as "Bid for supplying workers for providing 10 Unskilled/Semi Skilled workers on temporary basis in bold capital letters. Similarly, the envelope containing the financial bid should be marked as "Bid for workers for providing 10 Unskilled/Semi Skilled workers on temporary basis.

2. Both these sealed envelopes should be placed inside a bigger envelope which should be marked on the top in bold letters as "Bids for hiring of 10 Unskilled/Semi Skilled workers" and this envelope should be dispatched to this office in sealed condition or drop in the drop box at this office.

3. All sealed bids should be addressed to the Assistant Commissioner (P&V), Customs (Prev), NER, Shillong in the above mentioned format and should reach this office by 1700 hrs of 19.06.2016.

4. The bid should as per the Ministry of Finance, Department of Expenditure's O.M. No. 29 (1)/2014-PPD dated 28.01.2014 and should also follow the Rule 150 of the General Financial Rules, 2005 which states that "If a firm quotes 'Nil' charges/consideration, the bid shall be treated as unresponsive and will not be considered" and "the minimum time to be allowed for submission of bids should be three weeks from the date of publication of the tender notice" respectively.

5. The Department reserves the right to terminate the contract anytime by giving one month notice without assigning any reason.

  
Assistant Commissioner (P&V)

**C.No. II(35)14/CUS/PRO/MISC/C.W/HQRS/SH/2015** Dated: Copy  
forwarded to:

1. The Commissioner of Customs (Prev), NER, Shillong
2. The Commissioner of Central Excise & Service Tax, Shillong



- ✓ 3. The Superintendent (Computer & Training), Customs Hqrs Office, Shillong for uploading at the official website.
4. Notice Board at O/o DC, East Khasi Hills / GPO/ SBI Main branch/ MTC Shillong.

*31/05/16*

Assistant Commissioner (P&V)

**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 to 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 | Service Tax 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 five years.(please attach proof) |  |

Signature with Date \_\_\_\_\_

Name \_\_\_\_\_

Name of the firm \_\_\_\_\_

Seal



### **FINANCIAL BID**

All columns must be filled.

| Sl No | Description of charges                                                                                | Rate per month (in Rs) |
|-------|-------------------------------------------------------------------------------------------------------|------------------------|
| 1     | Basic charges per unskilled/semi skilled worker per month ( with details of minimum wages as per law) |                        |
| 2     | ESIC as per rules                                                                                     |                        |
| 3     | EPF as per rules                                                                                      |                        |
| 4     | Administrative charges of the firm                                                                    |                        |
| 5     | Service Tax as applicable                                                                             |                        |
| 6     | Total charges per worker per month                                                                    |                        |
| 7     | Total charges per worker per month ( In words)                                                        |                        |

Signature with Date\_\_\_\_\_

Name \_\_\_\_\_

Name of the firm \_\_\_\_\_

Seal