

**Last Date for Submission : As Per GEM**

भारतसरकार / Govt of India वित्तमंत्रालय / Ministry of Finance राजस्वविभाग / Dept of Revenue दूरभाष / Telephone: 25231217 फैक्स / Fax : 25221861 ईमेल/Email : commr4-cuschn @nic.in		
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आयुक्त सीमाशुल्क का कार्यालय,  
**OFFICE OF THE COMMISSIONER OF CUSTOMS**  
चेन्नै-IV, सीमाशुल्क भवन, नं.60,  
**CHENNAI-IV, CUSTOM HOUSE, NO.60,**  
राजाजी सालै, चेन्नै 600 001.  
**RAJAJI SALAI, CHENNAI 600 001.**

F.No: CUS/CSD/2/2022-CSD

Dated: 05-08-2025

**Notice Inviting Tender (NIT) for annual contract for providing man power for operation of Mobile X-Ray Container Scanner (MXCS) installed at Kamarajar Port, Ennore.**

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The office of the Commissioner of Customs (Export), Custom House, Chennai - 600001, herein after referred to as Department invites e-Tenders from the interested reputed vendors for Annual contract for providing manpower for operation of Mobile X-Ray Container Scanner (MXCS) installed at Kamarajar Port, Ennore as per Annexure-I of this NIT for the office of the Commissioner of Customs, Chennai-IV (Export), Custom House, 600 001.

**1. Document Download:**

- i. The complete tender document containing terms & conditions, eligibility requirements etc. are available on <https://gem.gov.in>.
- ii. Interested bidders/ reputed firms supplying such service may submit their bids in the prescribed format with all the necessary documents online at <https://gem.gov.in>. On or before bid submission closing date & time following the terms and conditions provided therein.
- iii. Intending bidders are advised to visit GeM website <https://gem.gov.in> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment/ update.
- iv. Time schedule and critical dates of Tender are as specified in GeM portal:

In the event of any of the mentioned date being subsequently declared as a holiday / closed day for the office, the tenders will be opened on the next working day at the scheduled time.

**2. Submission of Tender:**

The Tender documents contains the following Annexure:

Sl. No.	Description
1	Annexure-I [Location, Scope and duration of Work]
2	Annexure-II [Tender Process & Additional Terms & Conditions]
3	Annexure-III [Technical Quotation proforma & Enclosures]
4	Annexure-IV [Tender Acceptance Letter]
5	Annexure-V [Bid security declaration]
6	Annexure-VI [Summary of the documents to be submitted]
7	Annexure-VII [financial bid/price bid as in GeM]

(a) The tender shall be submitted through GeM in two parts, as follows:

1. Technical Bid (in Annexure-IID & its relevant documents).
2. Financial bid/ Price Bid as in GeM.

(b) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

(c) The offers submitted by Hand/Fax/email/Post will not be considered. No correspondence will be entertained in this matter.

(d) Not more than one bid shall be submitted by a contractor/ Service Provider.

3. For any queries regarding the bidding procedure, the following persons are to be contacted:

The Assistant/Deputy Commissioner of Customs, (CSD), Container Scanner Division, Custom House, Chennai- 600001 on all working days from 11 AM to 04 PM till two days before the last date of submission of bids/ tender. Phone: 044- 25254429; e-mail: [csd-adminchennai@gov.in](mailto:csd-adminchennai@gov.in).

4. Manual tender application will NOT be entertained and will be liable for outright rejection.

## ANNEXURE - I

Sl No.	Name and Location of the Officer	Location of the area where service is required
1.	Office of the Commissioner of Customs, Chennai-IV(Export), Custom House, Chennai-1	Kamarajar Port, Ennore

**Scope of work and details of Mobile X-Ray Container Scanner (MXCS) :**

The service provider need to supply manpower to operate the Mobile X-Ray Container Scanner (MXCS) Model No. HCVM 6o32 ViZual\_T by M/s Smiths Detection (Asia Pacific) Pte. Ltd. in one number, capable of scanning four (o4) number of 40 feet containers at once.

**Length and Duration of Activities:**

- I. Duration of the contract will be for one year.
- II. The facility would be working on all days of the year including Saturdays, Sundays and public holidays 24\*7, 365 days.

## ANNEXURE - II

**I. TENDER PROCESS**

1. e-Tenders are invited in two parts i.e.
  - a) Technical Bid
  - b) Financial Bid.

The e- Tender for Technical Bid in proforma prescribed in Annexure - III and the e-Tender form for the Financial Bid in the proforma of Price bid as in GeM (<https://gem.gov.in>) complete in all aspects, shall be submitted by enrolling in GeM. Incomplete bid documents shall be rejected. The valid Technical bids shall be scrutinized by this office to short list the eligible bidders. Thereafter, the Financial Bids of the shortlisted bidders who have qualified in Technical Bid will be opened.

**2. The e-Tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained therein and submit the same along with the Technical Bid.** The tenderer would fill up the information in the Annexure-III enclosed in clear and legible terms. All Annexures shall also have to be signed and stamped with seal of firm by the bidder or his authorized signatory.

3. The tenderer shall quote their rates for the service to be provided at "Rate/Unit/Year" (in both words and figures) which should include all charges & taxes and the same would not be payable over and above the rates thus quoted. All the bidders/ tenders should ensure that they are GST compliant and their quoted tax structure/ rates are as per GST law. Any revision in the statutory taxes, fees etc. will be the responsibility of the Bidder/Contractor.

4. In case of any discrepancy/difference in the amount indicated in figures and words, the amount in words will prevail and will be considered.

5. The tenderer are advised to inspect the machine with prior appointment before quoting. No inspection charge will be made.
6. **This office 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 thereof.**
7. This office reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds of such action.
8. The e-tender forms may be rejected if it is not complete in any aspect.
9. The contract shall come into effect from the date indicated on the signed copy of the Award of Contract as received from the L1 vendor and shall remain valid until the completion of the obligations of the parties under the contract.
10. Late submission of e-tenders will not be accepted by the website.

**II AMENDMENTS TO THE TENDER DOCUMENTS:** At any time prior to the deadline for uploading the response to clarification, the Competent Authority, Export Commissionerate, Custom House Chennai-1 may for any reason, Suo motu or in response to a clarification by a prospective bidder, modify the tender documents by issuing amendments(addendum/ Corrigendum etc.).

Any amendments (addendum/ Corrigendum etc.) thus issued will be hosted on the GeM website prior to the closing date of the Notice inviting Tender and all the bidder who have downloaded the bid document shall verify if any such amendments have cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the bidder. No separate notice/ intimation of amendments will be sent to the bidders.

### **III REJECTION OF TENDER DOCUMENTS:**

1. The bidder shall read and understand the contents of the tender documents carefully. Failure to comply with the requirements of tender submission will be liable for rejection without any intimation. Bid documents incomplete in any respect shall be summarily rejected. Tenders, which are not responsive to the requirements of the tender conditions, will be rejected.
2. The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, EPF contributions, service charges, all kinds of taxes/charges etc. The offers of those prospective bidders who do not meet the statutory requirements of Applicable Minimum Wages, ESI, & PF in respect of manpower deployment proposed by them are liable to be rejected.
3. If any other discrepancy is noticed by the Tender Committee, the tender/bids shall be rejected.

### **IV. ADDITIONAL TERMS AND CONDITIONS**

#### **1. Eligibility Criteria:**

- a. Bidders should have office in Chennai. The bidder must provide valid address proof for having office at Chennai and the same should be uploaded along with Technical

Bid, failing which their bids will be rejected.

- b. Bidders should have working experience as operator of Container scanner and should have undertaken/ undertaking at least two such works in the similar activity in the last Five years. Bidder/Vendor must attach proof of the experience that has to be submitted clearly indicating the name, address of organization with contact details of person in-charge where such job was performed. Bidder/Vendor should have average annual turnover of ₹ 4,00,00,000 (4 crore) during the last three year ending 31.03.2025.
- c. The Bidder/Vendor must have provided minimum 20 personnel at a single site in any of the previous projects and have at least 40 personnel on current payroll across all sites. The relevant ESI or PF contribution details are to be enclosed for reference.
- d. The bidder should have ESI, EPF registration, GST Registration as applicable. Copy of PAN card/Voter Card, Aadhar Card, ESI, EPF and GST Registration certificates applicable should be enclosed.
- e. The bidder must have obtained Permanent Account Number (PAN) under Income Tax Act, 1961. Copy of the same should be enclosed.
- f. The personnel to be deployed should have their antecedents verified from the local Police Station, at the instance of the Contractor and a copy of such verification reports should be submitted within 15 days from the date of contract.
- g. The Bidder/Vendor should have complied with all the legal provisions pertaining to his/its line of business.
- h. The successful bidder must produce a solvency certificate from his banker for an amount not less than amount of the contract for the period of one year.
- i. Income Tax Return for the Assessment Years 2022-23, 2023-24 and 2024-25, Balance Sheet, Profit & Loss Account and Average Annual Turnover for the Financial Years 2022-23, 2023-24 and 2024-25 duly certified by the Chartered Accountant & self-attested should be uploaded along with Technical Bid, failing which their bid shall be rejected.
- j. The bidder must have an unblemished record of providing manpower at x-ray scanning facilities and should not have any legal issue with any Government Departments/any other Agency.
- k. Bidder should submit Bank Guarantee of 10% of total order value on awarding the contract.
- l. The Bidder should have One Work Order of 80% of contract value, two work order of 60% of contract value and three work order of 40% of contract value.
- m. All the critical dates are mentioned on GeM website/ as mentioned in the NIT.

## **2. Deployment of Personnel:**

i) Duration of the contract will be for one year.

ii) Indicative minimum number and details of Operators:

a.	Team Leader	:	Three Persons
b.	Machine Operator (Check-in and Check-Out and Scanner Operator)	:	Nine Persons
c.	Traffic Marshals	:	Ten Persons

iii. Deployment of persons (as per minimum staff requirement given above) is to be ensured by the service provider keeping in view of the 365 days operation of MXCS, leave reserve and relieving staff.

iv. No person below the age of 18 years and above the age of 50 years of age shall be deployed by the contractor

v. The service provider should provide manpower as indicated above and a copy of the duty roster is to be submitted to the Superintendent (MXC'S) for reference. Failure to provide manpower may result in penalization of service provider as assessed by the department.

vi. All the personnel should be qualified, trained and experienced.

vii. Duration of the contract will be for one year.

viii. The facility would be working on all days of the year including Saturdays, Sundays and Public Holidays, 24\*7, 365 days.

ix. All the operating personnel should have mobile connectivity round the clock. All the deployed personnel should be trained in scanning field and operations of MXCS. Accordingly, training certificate should be submitted.

x. Vendor should have 24\*7 telephone service and such number should be mentioned in bid document.

xi. Besides regular working hours, as and when calls were made, operators should be made available.

xii. The personnel deployed should attend to work punctually. The personnel deployed should not leave the duty point unless and until reliever comes for shift duties. If a particular person is absent on any day another person should be deployed in his place immediately. The change of personnel deployed should be intimated to the Officer in-charge (CSD). In case of non-compliance of the above terms and conditions of contract, a penalty may be levied on the basis of certificate signed by the controlling authority/caretaker. The penalty for some of the defaults is as furnished below:

Sl. No.	NATURE OF DEFAULT	PENALTY (Rs.)
1.	Late Reporting	Rs.100/- per day
2.	Non Reporting	Rs.500/- per day
3.	Refusal of duties	Rs.500/-per instance
4.	Non Observation of dress code	Rs.100/- per instance
5.	Change of personnel without prior permission	Rs.1000/-per instance

xiii. The work shall be executed as per the directions and to the satisfaction of the officer in charge.

xiv. During surprise checks by any of the authorized officers of Department, if particular personnel are found negligent/drunk or sleeping the agency will have to replace the personnel with any other proper and fit person without questioning the decision of the concerned of the department.

xv. The Team leader shall ensure immediate identification and proper handling of unclaimed materials or goods lying in nearby premises.

xvi. The Team leader shall ensure immediate communication to Controlling Authority/caretaker for any reportable incidence.

xvii. The personnel deployed by the agency should maintain utmost vigil and shall be on rounds in the duty area allotted at frequent intervals of time. Any shortcomings in this issue will be dealt will be viewed seriously and action will be initiated which may include termination of contract.

xviii. The personnel should not accept any Registered Post, Speed post or any signed document from Courier Agency on any working day or holidays.

xix. The agency shall have its own monitoring system to ensure that the personnel deployed are available at the designated posts during their working hours.

### **3. Nature of work of Operator of MXCS:**

The vendor shall provide qualified operator for the work and will be responsible for following:

- a. Evaluation and enhancing of quality of manpower.
- b. Regular Training of deployed manpower.

### **I. Qualification & Skills required:**

The service provider should ensure that the manpower provided for operations should have the following skills and educational qualifications (not exhaustive).

#### **i. Scanner operator (Highly Skilled):**

- a. **Skills:** Requires the understanding of operation of machine including various sensors involved. The operator should have basic knowledge of mechanical and electrical equipment operation. He should be able to communicate using wireless equipment with the staff outside like marshal, check in/ out operator etc. The machine operator should be able to trouble shoot any first level problems regarding the machine. He should be primarily responsible for maintenance of the mobile scanner including daily checking of air pressure in tyres etc.
- b. **Educational Qualification:** Diploma in Engineering or equivalent and above; knowledge of computers/electronics/ mechanical is desirable with sufficient experience.

#### **ii. The check in/out operator (skilled):**

- a. **Skills:** Should have data entry skills, knowledge of basic computer and peripherals operation and should be able to communicate with the machine operator and marshals using wireless equipment.
- b. **Educational Qualification:** at least 10+2 pass or equivalent.

#### **iii. Marshal (semi-skilled):**

- a. **Skills:** should be able to communicate with the check in/ out operator and machine operator using wireless equipment. He should understand the operational protocol of scanning and intimate the concerned regarding any deviation.



- b. **Educational Qualification:** SSC or equivalent and above.

**iv. Site Lead (Highly skilled):**

- a. **Skills:** overall supervision over the manpower of service provider, communication skills and other relevant skills.
- b. **Educational Qualification:** Diploma in Engineering or equivalent and above; knowledge of computers/electronics/ mechanical is desirable.

**II. Job Responsibilities:**

A. Marshal (semi-skilled)

- Carry out the duties as per instruction from Customs department.
- Administer the site as per operational requirement or pre-defined procedure. Guide or instruct driver for site guidelines as per defined protocols.
- Escort driver during operations and ensure site instructions as per site requirements.
- Check the vehicle for presence of humans inside, so that they can be escorted out of exclusion zone before start of Scanning process.
- Always be alert of operation and be vigilant of escorted people.
- Report to Customs department and scanning operator before and after shift.
- Keep the equipment/ machinery in good working conditions.
- Report any near misses or incidents. Keep trailer truck drivers in control at site and restrict unauthorized people in scanning zone.
- Maintain log of external visitor to site and provide necessary instruction during their presence at site.
- Allow truck through height-limiter. If the height is within limit, truck is then guided on to Weigh-bridge platform. Otherwise, inform Customs and guide the vehicle as per the instructions received.
- Guide the driver to park truck on Weigh-bridge platform and check the weight MT.
- Guide the truck to enter inside scanning zone and stop on marked location on floor.
- Ensure that Truck's engine is put to OFF and hand brake applied.
- Marshall and driver then exit scanning area (exclusion zone) and give confirmation.
- Once the scanning is completed, Marshal and Driver enter the scanning area (exclusion area) and guide the Driver to take Truck out from the scanning area.

B. Scanner Operator (Highly Skilled)

- To Operate the Scanner from Scanner Operator cabin.
- Maintain the sanity check in exclusion zone.
- Communicate with marshal on ground for scanning process.
- Alert Maintenance engineer at site in case of any malfunction or equipment alarm which needs technical assistance of maintenance team.
- Operate the scanner as per defined operation procedure and adhere to the routine.
- Follow AERB guidelines for operations of scanner.
- Keep the people aware of radiological safety for ground staff and people around the scanning zone.
- Keep or make the staff aware about the various radiation safety measures to be in place.
- Keep the scanner in good operating health and provide the reports at the end of each operating shift.
- Keep log of near misses and record of any incident at sites. Alert truck drivers before start of each scan.

- Take the responsibility of keeping the key for operating scanner within his/her possession or handover to the supervisor / next shift operator only as per shift change defined protocols.
- X-ray Scan option pop-ups on the main software screen inside Control room. Re-ensures no presence inside the scanning area through the CCIV and give warning message through the public address system (auto/ manual). Check all safe conditions for scanning operation are met.
- System gives warning by activating audio alarm and by red light blinking in the warning signal lights located on the scanner. X-ray scanning starts and the scanner moves towards container to be scanned.

#### C. Check-in/ Check-out Operator (skilled)

- Check-in operations.
- Enter the data of Containers, when the operation data requires manual feed.
- Sequencing the trucks for scanning.
- Matching selected container from EDI list with the container came for scanning.
- Get the EIR/ pick-up ticket copy from driver and verify IGM number and select the same in the Check-in software received online from Customs' EDI connectivity.
- Hand over EIR/ pick-up ticket to the driver with scan verdict.
- Check out operations

#### A. Site lead (Highly Skilled)

- Supervise overall administration and operations of scanning site.
- Site reporting.
- Coordination between Customs officers and operations team.
- Resolving site related issues.
- Maintains records as per Atomic Energy Regulatory Board (AERB) regulations and as mutually agreed.

4. Service provider should provide Thermo Luminescent Dosimeter (TLD) Badge to each operator. He should also arrange lead apron for each operator during the working area to get protected from x-rays. Further, Communication equipment, aprons and any other equipment as deemed necessary for the operation of the MXCS needs to be arranged by the service provider. The Contractor should be responsible for obtaining the valid security clearance accorded by the appropriate authority for entering the premises of container scanner facility for the required manpower service.

5. **Training of manpower:** The Contractor shall submit the names of the personnel and details thereof in required format to the Department and the training of said personnel to operate the Scanner shall be nominated by the Department and the same shall be imparted by M/s Smiths Detection Pte Ltd, the Original Equipment Manufacturer of the MXCS Scanner. Training shall be conducted in regular intervals of 6 months.

6. **Confidentiality:** The Service provider's personnel shall not divulge or disclose to any persons, any details of office, operational process, technical know-how, security arrangements, administrative and/or organizational matters as all are of confidential/secret nature. In case the Department comes to know about any such act done by the Contractor's Personnel, the office reserves the right to cancel the contract and in that case the performance guarantee will be liable to be forfeited.

7. Care should be taken while operating the machine, so that no damage occurs to the MXCS. In case of any damage to the system by the service provider, cost of repairs if any, will be recoverable from the service provider. Service provider shall bear the

responsibility for the same and will be penalized as assessed by the department.

8           **Payment Terms:** Payment shall be made monthly, i.e. after ending of every month and on submission of bill along with monthly service report for the period duly signed by in-charge of respective unit where machine is installed. No advance payment(s)/ no interest on any delayed payment will be made.

If the receiver (i.e. Container Scanning Division) dissatisfies with the services provided by the service provider then payment for the same period may be reduced or rejected by the Competent Authority. The decision of the Competent Authority would be binding on the service provider.

GST TDS/TCS and other applicable taxes shall be deducted as per statutory compliance.

9.           If at any time during currency of JOB the SCOPE OF WORK for which the job has been awarded is reduced/ abandoned, the payment/value of this job order shall be reduced on pro-rata basis by this office and would be binding on the service provider.

10.          **Cancellation of contract:** The tender accepting authority reserves the right to cancel the contract at any time, without assigning any reason, by providing a notice period of 15 days. In the event that the agency, its agents, or employees are found guilty of fraud in relation to this contract or any other contract entered into by the agency, its partners, or representatives with the Department, the contract shall be terminated with immediate effect. No compensation shall be payable to the contractor/firm; however, in the event of such cancellation, payment shall be made for all valid bills submitted up to the date of termination.

11.          **Earnest Money Deposit (EMD):** The bidder should duly fill and sign, stamp and upload bid security declaration as annexed with this NIT. Failure in doing the same will result in cancellation of technical bid.

12.          **Performance Guarantee:** The Successful bidder has to submit 10% of the total contract value as performance guarantee deposit in the form of a Bank Guarantee from a Nationalized Bank/Scheduled Bank drawn in favour of "The Commissioner of Customs, Chennai" within 15 days from the date of awarding contract. The performance guarantee shall be returned to the selected bidder without any interest on the completion of contract period. The validity of the Bank Guarantee should be for 14 months from the date of contract. Performance Guarantee will be released upon expiry of 14 months. Performance guarantee will be forfeited in case of non-compliance of Agreement/work order issued by this office within a period of 12 months.

### 13. **Indemnification:**

- A. The service provider hereby agrees and undertakes to indemnify and shall keep this Office indemnified against acts of omission or negligence, dishonesty or misconduct of the men engaged for the work and this office shall not be liable to pay any damages or compensation to such person or to third party. All damages caused by the personnel shall be charged to the service provider and recovered from its dues/bills. It is the responsibility of the service provider to verify the antecedents of the persons employed by him.
- B. The Contractor shall be solely responsible for any/all disputes and obligations between him and the personnel deployed by him. The Department shall not be responsible in any manner whatsoever, in matters of hurt / loss / damage on account of accident or mishap, injury/death/health etc. of the service provider's employees

performing duties under the contract. The Department will not entertain any such dispute and there should be no claim or liability against Custom House, Chennai or any of its officers on this account. The Contractor hereby agrees and undertakes to indemnify the Custom House, Chennai against all actions.

- C. The Bidder shall take all possible precautions to prevent any unlawful/disorderly conduct or acts of the employee deployed. The service provider shall be fully responsible for theft, burglary, fire and any mischievous deeds by his staff. The Persons so employed should be employees of the Contractor and shall remain under his control and Supervision. He shall be liable for the wages and any other claim of the person so engaged. The Contractor hereby agrees and undertakes to indemnify, keep indemnifies, hold harmless the Department and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of unauthorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor hereby further agrees and undertakes to indemnify and keep indemnifies against any order passed by any executive, quasi-judicial or judicial authority wherein Chennai Customs is compelled to obey the order which arise due to breach of contract by the Contractor.

14. All existing statutory regulations of both State & Central Governments shall be adhered to and complied with by the Service provider and all records maintained thereof should be available for scrutiny by this office. The service provider shall strictly comply with the terms and conditions of the agreement which will be executed with the successful service provider. Failure by the Service provider to comply with such statutory requirements and / or the terms of the agreement during the period of agreement or deficiency in services shall result in termination of the contract. The service provider shall be liable for all the omissions/commissions on his part.

15 The Contractor's persons shall not claim any benefit/compensation/absorption/regularization of service with this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the individual (whose services are hired from the Contractors) persons to this effect will be required to be submitted by the Contractor to this office.

16. Suitable insurance cover protecting the agency against all claims applicable under the workmen's compensation act, 1948 shall be taken by the service provider. The service provider shall arrange necessary insurance cover for any persons even for short duration. This office shall not be liable to any claim arising out of mishap, if any that may take place while discharging the services. In the event of any liability/claim falling on the Commissionerate in this regard, the same will be reimbursed/indemnified by the Service Provider.

17. **Registers and Records to be maintained:** The service provider shall maintain records of persons employed, wages cum muster roll, proof of wages and taxes paid, attendance register and other statutory registers.

18. The contract will be in force for a period of 12 months from the date as mentioned in the award of contract letter and can be renewed or extended with mutual consent.

19. The service provider shall not sublet, transfer or assign his contract or any part thereof to a third party without prior approval of The Commissioner of Customs-IV (Exports), Custom House, Chennai-600001.

20. No escalation of price whatsoever would be allowed during the pendency/currency of the contract, for whatever reason.

21. **Arbitration:** Any dispute or difference arising out of this agreement or that which may arise in future shall be resolved amicably through mutual consultations failing which it shall be referred to the sole arbitration of the Chief Commissioner of Customs, Chennai Zone or his nominee. It will be no objection that the arbitrator is a Government Servant, that he had to deal with the matters to which the Contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this Contract.

22. **Site Inspection:** Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. Superintendent of Customs (CSD), Container Scanner Division, Custom House, Chennai may be approached for inspection, query or clarification.

23. In case of any change in terms and conditions, Addendum or Corrigendum will be issued and the bidder shall abide by the same.

24. **Payment of wages:** Bidders should be paying minimum wages and allowances to their personnel as prescribed by the respective Central Government authorities as per the latest rates amended from time to time. The transportation, food, medical and other statutory requirements under the various Acts/Government Regulations in respect of each personnel of the Contractor will be the sole responsibility of the Contractor.

The Service Provider shall make regular and full payment through e- payment to their respective bank accounts of its personnel/labour as per the law and furnish necessary proof in this regard as and when required by the department. Proof of payment of appropriate GST, ESI and EPF contributions and other statutory payments will be required to be submitted to this office along with monthly bills.

25. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

26. The bidder can be blacklisted by the Depts. /Ministries of the Govt. of India/ State Govt. / PSUs, subject to violation of terms and conditions.

27. The contract will be awarded to the service provider after the administrative approval and financial sanction from the Competent Authority. The date of commencement of operations will be specified in the award of contract. The billing for the operations should start from the date of commencement of the actual work.

28. **Force Majeure:** Notwithstanding anything in this agreement to the contrary neither the Custom House, Chennai nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic, pandemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

### **III. Rate and Prices:**

The bidders shall quote their rates for Rate/Unit/Year (in both words and figures) which should include other taxes as applicable as mentioned in the financial bid. The tenderer should ensure that the following documents are part of the Technical Bid:

- a) Annexure III (duly filled in) along with necessary enclosures.
- b) Tender Document and Annexures (properly filled and all pages signed).

This is issued with the approval of the Commissioner of Customs, Export Commissionerate.

The Assistant Commissioner of Customs  
CSD Section, Export Commissionerate  
Custom House, Chennai

**ANNEXURE - III**  
**PROFORMA FOR SUBMISSION OF TECHNICAL QUOTATION**

SL No.	Description	
1.	Name of the Registered Organization /Firm (attach proof)	
2.	Status of ownership (viz. Proprietary /Partnership/ Company)(Attach proof)	
3.	Address of the organization/Firm (with Tel. No/ Fax No. &Email)Main/Branch Office address at Chennai (Attach proof)	
4.	Name and Address of the Proprietor/Partner/Director with mobile number and Email ID	
5.	Contact numbers of person(s)(with mobile numbers)	
6.	Average Annual Turnover for last three financial Years Certified by Chartered Accountant.	<i>Give details of attached relevant documents</i>
7.	Audited Balance Sheet and P/L account for the last three Financial years.	<i>Give details of attached relevant documents</i>
8.	Solvency Certificate issued by Bankers as required by the NIT.	<i>Give details of attached relevant documents</i>
9.	Bid security declaration	<i>(Yes/ No) details of copy</i>
10.	Permanent Account No. of the firm as allocated by the Income Tax Department ( <i>Copy to be attached</i> )	
11.	GST Registration( <i>Copy to be attached</i> )	<i>(Yes/ No) details of copy</i>
12.	E.S.I Registration ( <i>Copy to be attached</i> )	<i>(Yes/ No) details of copy</i>
13.	EPF Registrations ( <i>Copy to be attached</i> )	<i>(Yes/ No) details of copy</i>
14.	Experience as operator of Container scanner as per NIT	<i>Give details of attached relevant documents</i>
15.	Is the firm black listed at any time in the past (specify YES/ No) (if Yes, provide details)	<i>(Yes/ No) details of copy</i>
16.	Whether any director/partner/ entrepreneur convicted under any court of law (specify YES/ No) (if Yes, provide details)	<i>(Yes/ No) details of copy</i>
17.	The Bidder shall submit the documentary evidence regarding statutory compliance viz. GST Returns, Payment receipts with ECR copy of ESIC and EPFO for previous 3 Financial years.	<i>Give details of certificates/ information which have been included</i>
18.	Any other information/ certificates bidder like to furnish	<i>Give details of certificates/ information which have been included</i>

Note:-Attach attested Photocopies of all the above Documents.

[Signature of Authorized Person with date and Seal

**DECLARATION**

I/We hereby certify that the information furnished in **TECHNICAL QUOTATION** is full and correct and best of my/our knowledge. I/We understand that in case any deviation is found in above statement at any stage, the company /firm will be blacklisted and will not deal with the department in future.

Signature with date

(Name and designation)

Duly authorized to sign bid for and on behalf of.. .....

[name & address of Bidder and seal of company]

Dated on ..... day of .....

Place.....



ANNEXURE – IV  
TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)

To,  
The Assistant Commissioner of Customs,  
Headquarters Administrative Cell,  
Custom House,  
No.60, Rajaji Salai,  
Chennai - 600 001.

Sub: Acceptance of Terms & Conditions of Tender.

Bid reference No: \_\_\_\_\_ Date: \_\_\_\_\_  
Tender Title: \_\_\_\_\_ Date: \_\_\_\_\_

Sir,

1. I/ We have submitted my bid for the above mentioned 'Tender/Work' on <https://gem.gov.in> as per your advertisement.
2. I. \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_ Proprietor/Partner/Director/ Authorized signatory of M/ s \_\_\_\_\_ am competent to sign this declaration and execute this tender document.
3. I offer to work at the rates as indicated in the price Bid/BoQ inclusive of all applicable taxes.
4. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms /conditions/clauses contained therein.
5. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
6. I/ We hereby unconditionally accept the tender conditions of abovementioned tender document(s) / corrigendum(s) in its totality/ entirety.
7. I/ We certify that all information furnished by the me/Firm is true, correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the for feature of the full said earnest money deposit absolutely/ suspending me/firm for the period of time as deemed fit from being eligible to submit Bids for contracts with the bid inviting organization.

Yours faithfully

Signature of the authorized Signatory of the firm/ Company/Organization

Date:

Place:

Seal:

## ANNEXURE-V

## BID SECURITY DECLARATION

(on Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

To,

The President of India, through

The Commissioner of Customs-IV (Exports), Custom House, Chennai - 600 001.

**Ref:** Bid Reference No: \_\_\_\_\_ Date:

Tender Title: \_\_\_\_\_

Date:

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Office of the Commissioner of Customs-IV (Exports), Custom House, Chennai - 600 001 for period of one year from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or

2) being notified within the bid validity of the acceptance of our bid by the Office of the Commissioner of Customs-IV (Exports), Custom House, Chennai:

(a) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

(b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

1. Receipt by us of your notification

(a) of cancellation of the entire tender process or rejection of all bids or

(b) of the name of the successful bidder or

2. Forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

[Name & address of Bidder and seal of company]

Dated on \_\_\_\_\_ day of \_\_\_\_\_

Place \_\_\_\_\_.

## ANNEXURE - VI

## SUMMARY OF THE DOCUMENTS TO BE SUBMITTED

Cover No	Cover Name	SL. No	Description	Document attached (Yes/No with remarks)
1	Technical	i.	Copy of the NIT including annexures with signature on all pages.	
		ii.	Technical Bid as in Annexures – III.	
		iii.	Registration certificate of Firm.	
		iv.	Firm address proof.	
		v.	Ownership proof (viz. Propreitary/Partnership/Company).	
		vi.	Average Annual Turnover for last three financial Years certified by Chartered Accountant.	
		vii.	Audited Balance Sheet and P /L account for the last three financial years.	
		viii.	Solvency Certificate issued by Bankers as required by the NIT.	
		ix.	Bid Security Question.	
		x.	Permanent Account Number (PAN)	
		xi.	GST Registration	
		xii.	E.S.I Registration copy	
		xiii.	EPF Registration copy	
		xiv.	Copy of Voter Card/Aadhar Card of bidder	
		xv.	Working experience as operator of Container scanner and should have undertaken/ undertaking at least two such works in the similar activity in the last Five years as per NIT, clearly indicating the name and address of organization where such job was undertaken/ being undertaken in the following format with supporting document (Ex: work order/award of	

			tender etc/work completion certificate etc)				
			Sl.No.	Name of Organization with address	Period of execution	Total Contract Value with contract duration & working hours	Contract details of person in- charge

[Signature of Authorized Person with date and Seal]