

I/356412/2021

	भारत सरकार/ GOVERNMENT OF INDIA सीमा शुल्क प्रधान आयुक्त का कार्यालय (बंदरगाह) OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (PORT) सीमा शुल्क सदन, 15/1, स्ट्रैंड रोड, कोलकाता- 700001 (प. ब.) CUSTOM HOUSE, 15/1, STRAND ROAD, KOLKATA- 700001 (WB)	
--	---	--

Notice Inviting Tender for Annual Maintenance Contract for Operation of Mobile X-Ray Container Scanner installed at Kolkata Port

E-Tenders (in prescribed format) are invited from the interested reputed vendors for Annual contract for operation of Mobile X-Ray Container Scanner (MXCS) installed in Kolkata Port as per Annexure-I of this NIT for the **Office of the Pr. Commissioner of Customs (Port), Custom House, Kolkata.**

2. The complete tender document containing general terms & conditions, pre- Qualification requirements etc. are available on <http://eprocure.gov.in> and can be downloaded free of cost.

3. Interested bidders/ reputed firms supplying such service may submit their bids in the prescribed format with all the necessary documents online with digital signature at <http://eprocure.gov.in> on or before bid submission closing date & time. The bidders shall submit their bids online only at CPP Portal website: <https://eprocure.gov.in> and to follow the terms and conditions provided therein for online submission of bids.

4. Bidder who has downloaded the Tender from the Central Public Procurement Portal CPPP) website <https://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and bidder is liable to be banned.

5. Intending bidders are advised to visit CPPP website <https://eprocure.gov.in> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

6. Technical Bid will be opened as per date/ time as mentioned in the eprocure.gov.in.

7. Submission of Tender: -

(a) The tender shall be submitted online in two parts viz., Technical Bid & Financial Bid.

(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.

I/356412/2021

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

8. For any queries regarding the bidding procedure, the following persons are to be contacted: Superintendent of Customs, SCH Unit, Custom House, 15/1 Strand Road, Kolkata-700001.

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

10. It is suggested that the prospective Bidders shall monitor the <http://eprocure.gov.in> website constantly for any changes / updates.

11. The Pr. Commissioner of Customs (Port), Custom House, 15/1 Strand Road, Kolkata-01 reserves the right to accept or reject any or all tenders without assigning any reasons.

12. This issues with the approval of competent authority.

Date: 21/12/2021

Rajib Kumar Sinha
Assistant Commissioner
Customs-Port-Commissionerate-Kolkata
rajib.sinha@gov.in

Copy To

1. The Superintendent of Customs, Computer cell (for uploading on website)
2. The Superintendent of Customs, EDI for requesting System Manager, CBIC to upload NIT in cbic.gov.in
3. Notice Board

I/356412/2021

ANNEXURE-I

Location of Work:

Opposite Gate No. 8, Netaji Subhas Dock, CGR Road, Kolkata-700023

Details of Mobile X-Ray Container Scanner (MXCS):

Model No. HCVM 6032 ViZual_T-SN 355by M/s Smiths Detection (Asia Pacific) Pte. Ltd. in one number, capable of scanning four (04) number of 40 feet container at once.

ANNEXURE-II

I. TENDER PROCESS

1. e-Tender is invited in two parts i.e. (1) Technical Bid (2) Financial Bid. The e- Tender for Technical Bid in proforma prescribed in Annexure - III and the e-tender form for the Financial Bid in proforma prescribed on e-procurement website www.eprocure.gov.in complete in all aspects, shall be submitted to e-procurement website: www.eprocure.gov.in by enrolling himself. 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 at the end of these documents in clear and legible terms. Annexure shall also have to be signed and stamped by the bidder or his authorized signatory. 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.

3. The tenderer are advised to inspect the machine with prior appointment before quoting. No inspection charge will be made.

4. 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.

5. 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.

6. The e-tender forms may be rejected if it is not complete in any aspect.

7. The short listed e- tender and the successful bidders will be intimated about the Award of Contract to them. The contract shall come into effect on the date of receipt of signed copy of Award of Contract from the L1 vendor and shall remain valid until the completion of the obligations of the parties under the contract.

8. Late submission of e-tenders will not be accepted by the website.

II. OTHER TERMS AND CONDITIONS**ELIGIBILITY CRITERIA**

I/356412/2021

A) Bidders should have minimum 2 Years working experience as operator of MXCS to a central government organization or PSU's or a state government office and should have completed at least two such works in the similar activity in the last Five years. Evidence for the same should be provided.

B) The tenderer must have OEM certificate.

C) The bidder must have GST Registration. Copy of PAN card/Voter Card, Aadhar Card & GST Registration certificate should be enclosed.

D) The bidder must have obtained Permanent Account Number (PAN) under Income Tax Act, 1961. Copy of the same should be enclosed.

E) 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 01 (ONE) YEAR.

F) All the critical dates are mentioned on e-procurement website.

III. OTHER TERMS AND CONDITIONS

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

2. Details of Operator:

- | | |
|-----------------------------------|---------------|
| A. Marshal for traffic management | : Two persons |
| B. Scanner Operator | : One Person |
| C. Check-in/ Check-out | : One Person |
| D. Site Lead | : One Person |

All the personnel should be qualified, trained and experienced (at least 02 years).

Work nature of Operator:

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

- Evaluation and enhancing of quality of manpower
- Regular Training of deployed manpower

A. Marshal (Semi skilled/ skilled Labour)

Job Responsibilities:

- 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.

I/356412/2021

- 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 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, it is guided to By-pass route.
- 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) through chain link 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

Job Responsibilities: -

- 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.

I/356412/2021

- 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 CCTV and give Warning message through the Public address system (auto/ manual). Checks 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

Job Responsibilities: -

- 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. Rotate Scanner Operations every 02 /04 hours.
- Get the manifest details (EIR copy) from driver and verify IGM number and select the same in the Check-in software received on-line from Customs' EDI connectivity.

D. Site lead

Job Responsibilities: -

- Supervise overall administration and Operations of Scanning site.
- Site reporting.
- Coordination between Customs officers and Operations team.
- Resolving site related issues.

3. Vendor should provide Thermoluminescent Dosimeter (TLD) Batch to each operator. They also arrange Lead apron for each operator during the working area to get protected from x-rays

4. Care should be taken to while operating the machine, so that no damage occurs to the MXCS.

I/356412/2021

5. Normal working hours would be from 10:00 Hr to 18:00 Hr, which may be flexible by nature. Working days would be Monday to Saturday.
6. All the operating personnel should have mobile connectivity round the clock. Scanner operator be trained in scanning field and accordingly, training certificate should be submitted.
7. Vendor should have 24*7 telephone service and such number should be mentioned in bid document.
8. Besides regular working hour, as and when calls will be made, operators should be made available.
9. Payment shall be made quarterly, i.e. after ending of every quarter and on submission of bill along with quarterly service report for the period duly signed by in-charge of respective unit where machine is installed. No advance payment(s) will be made.
10. 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.
11. **Cancellation of contract:** The tender accepting authority can anytime cancel the contract without assigning any reason thereof, by giving a 15 days' notice. No Compensation will be paid to the contractor/Firm, however in case of such cancellation by regular bills up to the date of cancellation will be paid.
12. **Earnest Money Deposit (EMD):** The bidder should duly fill and sign, stamp and upload bid security declaration as annexed with this NIT. Failure to which, technical bid will be cancelled.
13. **Performance Guarantee:** The Successful bidder has to submit 3% 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, Kolkata" 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.
14. 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

I/356412/2021

Commissionerate in this regard, the same will be reimbursed/indemnified by the Service Provider.

15. The service provider shall 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.

16. 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.

17. 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.

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

19. Any dispute arising out of this agreement or that which may arise in future shall be resolved by taking recourse to mutual settlement arbitration/conciliation clauses formulated by International Centre of Alternative Dispute Resolution (ICADR) failing Lich the dispute will be subject to the sole arbitration of the Chief Commissioner of Customs, Kolkata or his nominee.

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

21. Bidders should inspect the nature/place of work before submitting the quotations and for inspection, query or clarification they are to approach Superintendent of Customs (Prev.), S.C.H. department, Custom House, Kolkata.

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

23. Bidders must have past experience in performing job of similar nature. Bidder/Vendor must attach proof of the experience that has to be submitted clearly indicating the name and address of organization where such job was performed.

24. The Bidder shall take all possible precautions to prevent any unlawful/disorderly conduct or acts of the employee deployed. The Contractor shall be fully responsible for theft,

I/356412/2021

burglary, fire and any mischievous deeds by his staff and as well as other private persons. 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.

25. Bidders should be paying minimum wages and allowances to their personnel as prescribed by the respective Central Government authorities as per the latest rates and when amended from time to time.

26. The Contractor shall be solely responsible for any/all disputes between him and the personnel deployed by him. The Department will not entertain any such dispute and there should be no claim or liability against Kolkata A&A Commissionerate, Custom House, Kolkata or any of its officers on this account. The Contractor will keep the A&A Commissionerate, Custom House, Kolkata indemnified against all actions.

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

28. 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 sub-soil (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.

IV. 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, BOQ. 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 (all pages signed)

This issues with the approval of competent authority.

Date: 21/12/2021

Rajib Kumar Sinha
Assistant Commissioner
Customs-Port-Commissionerate-Kolkata

I/356412/2021

rajib.sinha@gov.in

I/356412/2021

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

Sl. No.	Description	
1	Name of the Registered Organization / Firm	
2	Status of ownership (viz. Proprietary/Partnership/Company)	
3	Address of the organization / Firm (with Tel. No / Fax No. & Email) Main / Branch Office address at Kolkata (Attach proof)	
4	Name of Address of the Proprietor / Partner / Director with mobile number and Email ID	
5	Contact numbers of person(s) (with mobile numbers)	
6	Details of EMD (copy to be attached)	
7	Permanent Account No. of the firm as allocated by the Income Tax Department (copy to be attached.)	
8	GST Registration (copy to be attached.)	
9	Experience certificate as per NIT	
10	Other certificates included (Give the names of certificates which have been included)	

(Note:- Attach attested Photo copies of all the above Documents.)

[Signature of Authorized Person]

Declaration I/We hereby certify that the information furnished above 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 of Authorized Person]

I/356412/2021

ANNEXURE-IV

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

The Assistant Commissioner of Customs,
SCH Unit, Custom House,
15/ 1, Strand Road, Kolkata-700001

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

1. I/ We have submitted my bid for the above mentioned 'Tender/Work' on www.eprocure.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.
4. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
5. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety and will abide by the instructions in work order/AOC.
6. I / We certify that all information furnished by the me/Firm is true 85 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 forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

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

Place: Office Stamp/Seal:

I/356412/2021

Instructions for Online Bid Submission

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS /

I/356412/2021

e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard PDF format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the PDF file.

4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

5) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

6) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid

I/356412/2021

Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

7) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.