



राष्ट्रीय सीमा शुल्क, उत्पाद शुल्क एवं नार्कोटिक्स अकादमी
क्षेत्रीय प्रशिक्षण संस्थान,
संख्या. ७ / ए, एस टी सी व्यापार केंद्र, नंदिनी लेआउट,
बेंगलूर - ५६० ०९६

**NATIONAL ACADEMY OF CUSTOMS, EXCISE & NARCOTICS,
REGIONAL TRAINING INSTITUTE,
No.7/A, STC TRADE CENTRE, NANDINI LAYOUT,
BENGALURU - 560 096
Email- nacen.bangalore@nic.in**

Phone No. 080 - 23494367

Fax No. 080-23494365

C.No.IX/17/01/2015-16 NACEN (BZ)

Date: 18.03.2016

Tender Notice No. 01/2016

Sub: Quotations for Hiring of Driver for Swaraj Mazda 40 seater Mini-bus - Reg.

Quotations are hereby invited from reputed and established Manpower Service Providers stationed in Bengaluru for providing Driver for Swaraj Mazda Bus 40+1 seater Mini-bus owned by **National Academy of Customs, Excise & Narcotics (NACEN)** situated at **Nandini Layout, Bengaluru - 560 096.**

The following documents giving details are enclosed.

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|---|------------------|
| 1. Terms & Conditions | - Annexure - I |
| 2. Technical Bid | - Annexure - II |
| 3. Financial Bid (Proforma for quoting rates) | - Annexure - III |

Contractors, Firms, Agencies interested in providing this service may submit the details in **Annexure-I, II and III.** The **Technical Bid** (Pre-qualifications requirements (**Annexure-II**) should be placed **in one envelope** and **Commercial Bid** (Proforma for quoting rates) (**Annexure-III**) should be placed **in another envelope.** Both the sealed envelopes be placed in another sealed cover "**Quotation for Driver for National Academy of Customs, Excise & Narcotics, Bengaluru**" and the same may be submitted at **4th Floor, Office of the Principal Additional Director General, National Academy of Customs, Excise and Narcotics, Nandini Layout, Bengaluru - 560 096** so as to reach by **15.00 hrs** on **29.03.2016.** The Technical Bids will be opened at **11.00 hrs** on **30.03.2016** in the presence of representatives of interested firms, if they make themselves available at that time. Financial bids will be opened on a later date,

which will be conveyed to the firms who are qualified in the Technical Bid. Tender forms are available at www.cbec.gov.in; www.nacen.gov.in and www.tenders.gov.in.

The Principal Additional Director General, National Academy of Customs, Excise and Narcotics, Nandini Layout, Bengaluru reserves the right to accept or reject any or all the quotations without assigning any reason whatsoever.



(Pradip Kumar Suman)
Additional Director

ANNEXURE - I
TERMS AND CONDITIONS

GENERAL CONDITIONS:

1. **Rates should be indicated in both figures and words.** If there is difference between the two said rates, the rates quoted in words will prevail. The Rates should be quoted separately for each category as referred at Sl. No. 1 to 3 of **Annexure-III**. The rates quoted should be inclusive of all taxes. NACEN Bengaluru will not pay any extra amounts.
2. The Technical Bids will be opened first. The Financial Bids, of only those service providers, will be opened, who qualify the Technical Bid and have agreed for both terms of contract.
3. The Department reserves right to accept/ reject any tender or all tenders without assigning any reason.
4. The Contractor should be registered as Service Provider with the jurisdictional Central Excise/Service Tax Commissionerate, Department of Labour (State Government), Employees Provident Fund Organization (Ministry of Labour, Govt. of India), Employees State Insurance Corporation (ESI Act, 1948) and Karnataka Shops & Commercial Establishments Act, 1961 and other Departments as required under the Law.
5. The Rates shall be valid for a period from **01.04.2016 to 31.03.2017**. At the end of the year, the Contract may be renewed for such further period, as decided by the Additional Director General or terminated and / or fresh tenders invited. Decision of the Department will be final.
6. The Principal Additional Director General, NACEN, Bengaluru reserves the right to terminate the contract, by giving **15 (fifteen)** days notice in writing without assigning any reasons and without incurring any financial liability whatsoever to the Service Provider.
7. **The Contractor should provide a Driver for the vehicle.** Contractor shall ensure that the personnel deployed by him do not have any criminal antecedents and Driver should have minimum **05 (five)** years experience with valid heavy vehicle license with passenger carrying permit.
8. 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 NACEN, Bengaluru or any of its

officers on this account. The Contractor will keep the NACEN indemnified against all actions.

9. The Service Provider will be responsible for any violation of Traffic Rules by the Driver or any contravention of Motor Vehicle Act as a result of use of said vehicle. NACEN shall have no liability whatsoever in this regard.
10. In case of any accident, involving the use of vehicle and/or injury etc., to the Driver deployed, all the claims arising out of the same shall be met by Service Provider/ Contractor and NACEN, Bengaluru shall have no liability whatsoever in this regard.
11. The service provider shall be solely responsible for payment of wages/salaries, other benefits, allowances to Driver deployed and all other statutory / other dues payable as per Central / State Government / Municipality. Rates etc., other Laws etc. as applicable to personnel deployed that might become applicable under any Act or Order of the Government. NACEN Bengaluru shall have no liability whatsoever in this regard.
12. The Department shall not entertain any claim, damages, insurance liability, etc., arising out of mishap/ accident etc., to the personnel employed by the Contractor. The Service Provider will take such necessary action, under the various Acts / Rules / Laws as required to take care of personnel deployed including medical treatment and transportation to hospital etc., as and when required. National Academy of Customs, Excise & Narcotics, Bengaluru will not be responsible for any claim in this regard by any third party and the same would be met by the Service Provider.
13. The Service Provider should specifically note that the engagement of the Service Provider under this contract does not in any way confer any right on the Service Provider or the persons that may be deployed by him in this office, for claiming any regular employment in this office or any other Government Office. The Service Provider should also obtain a written undertaking from the persons deployed by him to work in this office that they are fully aware that their deployment to work in this office does not confer any right on them for claiming any regular employment in this office or any other Government Office. Attested copy of such undertaking has to be submitted to the Department at the time of signing of Contract.
14. The Service Provider will comply with all the Legal Rules, Regulations and Statutory obligations cast on him as per the Central / State Government / Municipality / Local Bodies relating to such deployment of personnel.

15. In case of any default by the Service Provider in respect of any of the Terms & Conditions, (whether General or Special), the Principal Additional Director General, NACEN may without prejudice to any other right/ remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or part, by giving **15 (fifteen)** days notice in writing to the Service Provider. The said notice will be deemed to have been issued if a Registered Copy of Notice is sent to the address of the Service Provider as per the Agreement.
16. The Service Provider and the Driver check deployed will comply with all rules and regulations involving the use of the vehicle of NACEN, Bengaluru.
17. Driver should be in proper uniform, well versed with Bengaluru routes. The Driver should be well behaved and courteous to the officers of Central Excise, Customs and Service Tax. The Driver should have a mobile connection with him.

TERMS OF PAYMENT:

18. The liability to pay all taxes / duties / other levies of Local bodies, State and Central Government or any other Authority in respect of services rendered will vest with Service Provider.
19. The Service Provider will submit the monthly bill for reimbursement in duplicate to NACEN Bengaluru in the first week of following month and payment will be made after the bills are passed by Principal Additional Director General, National Academy of Customs, Central Excise and Narcotics, Bengaluru. The payment will be made electronically by PAO Central Excise, Bengaluru, which takes about **03 (three)** weeks after the receipt of bills from the Service Provider.
20. The Service Provider shall make regular, timely and full payment of labour charges, salaries and other payments as due, as per the labour laws or any other laws to its personnel deputed under the Service contract.
21. At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
22. The Principal Additional Director General, NACEN, Bengaluru shall be at liberty to withhold any payments in full or in part for default in service and / or for the loss incurred by the Department as result of theft burglary etc.
23. In case the Service Provider fails to carry out the said services or fails to deliver services to the desired standard due to absence of his personnel or any other reason, penalty as decided by the Principal Additional Director General, NACEN, Bengaluru shall have to be paid by the Service provider. The decision of the

Department will be final and binding on the Service Provider and shall not be subject to any dispute or arbitration and the penalties so imposed will be recovered from the amount/ payment due to the Service Provider.

24. All disputes will be subject to local jurisdiction only.
25. Rates once finalized will be fixed at least for the period from **01.04.2016 to 31.03.2017**.
26. The period of contract is from **01.04.2016 to 31.03.2017** starting from the date of communication of acceptance of Contract unless it is cancelled earlier in terms of the contract.

MODE OF SUBMISSION OF TENDER:

1. Sealed tenders shall be addressed to the Office of **Principal Additional Director General, NACEN, RTI, No. 7/A, 2nd and 4th floor, STC Trade Centre, Nandini Layout, Bengaluru - 560 096**.
2. The bidders are required to submit **02 (two)** bids, i.e **Technical bid** and **Financial bid** in the prescribed formats i.e. Annexure-II and III (available on **www.cbec.gov.in ; www.nacen.gov.in and www.tenders.gov.in**). In the technical bid, the bidder will provide details about his experience in the field, the other organizations for which he is providing such services, details regarding compliance of statutory laws etc. In addition, they shall also specify the educational qualification and work experience of each of the personnel that the bidder proposes to deploy. In the Financial bid, the bidder will submit the quotations for his charges. It should be written boldly on top of the both envelopes as **"TECHNICAL BID" and "FINANCIAL BID"**. Both the envelopes should be submitted in a single sealed cover duly addressed and super scribed with **"QUOTATION FOR HIRING OF DRIVER"** on top. Service Providers will be short listed on the basis of their technical competency. Financial bids of only those bidders, who are short listed on the basis of Technical bid will be opened and the bid with lowest quotations among the opened bids will normally be approved.
3. 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.
4. The service providers are required to submit the complete rates/quotations only after satisfying each and every condition laid down in the terms and conditions.
5. All the rates must be written both in figures and words. Corrections, if any, are to be made by crossing out, initialling, dating and rewriting. In case of discrepancy between the words and figures, the rates indicated in figures shall prevail. All overwriting/cutting, insertions shall be authenticated and attested.

6. Quotations should be submitted and signed by the firm with its current business address and shall be inclusive of all taxes.
7. The tenderer shall sign and stamp each page this tender document and all other enclosures appended as a token of having read and understood the terms conditions contained herein and submit the same.
8. The contractors must comply with the rates/quotations, specification and all terms and conditions of contract. No deviation in the terms and conditions of the contract shall be entertained unless specifically mentioned by the service provider in the rates/quotations and accepted by the department.
9. **Security Consideration:** The persons supplied by the agency should not have any police records / criminal cases against them. The agency should make adequate enquiries and certify about the character and antecedents of the persons whom they are recommending
10. The last date for receipt of sealed tender is **29.03.2016 till 1500 hrs.** The sealed tenders may be handed over at NACEN, RTI, **No. 7/A, 4th floor, STC Trade Centre, Nandini Layout, Bengaluru - 560 096** between **10.00 hrs to 17.00 hrs** on all working days.
11. Bids received later than the stipulated date and time will not be considered. This office reserves the right to reject any tender, even the lowest without assigning any reasons thereof.
12. The tender details are also available at NACEN's Notice Board and web sites **www.cbec.gov.in; www.nacen.gov.in and www.tenders.gov.in**
13. Clarification if any, may be obtained from **Smt. D. Seethalakshmi, Superintendent (Administration)** at the office or on **Mobile No. 98860 40035.**

Pradip

(Pradip Kumar Suman)
Additional Director

Copy to: Notice Board.

ANNEXURE - II

(TECHNICAL BID)

**To be submitted in a separate sealed envelope super scribing "Technical Bid"
Pre-qualification requirements for award of contract for 'Driver'**

1.	Name of the Organization/ Firms with full address with pin code, Phone No, Fax No, email etc.	
2.	Name of the Proprietor / Partners / Directors	
3(a)	PAN No. of the Firm.	
3(b)	Copy of the Income Tax Return filed for last three years and Income Tax Clearance Certificate (ITCC) for the last year to be attached.	
4	Total strength of staff/workers available with the Service Provider	
5	List of the Public Sector/Govt. Organization to which similar Services have been provided by the Contractors / Firms / Agencies during the last 5 years. List of Government Organizations where the Service Provider is currently providing services may also be indicated. (Please attach the job order/service certificate from Govt. Office / Public Sector)	
6	The Service Provider should also submit Copies of Registration Certificate obtained from Service Tax Department (Ministry of Finance), Department of Labour, State Government, Employees Provident Fund Organization (Ministry of Labour, Govt. of India), Employees State Insurance Corporation (ESI Act, 1948) and Karnataka Shops & Commercial Establishments Act, 1961.	
7	Registration Number of Tenderer/Concern with Service Tax Department : (Attested Photo copy of registration certificate should be attached)	
8	Registration Number of Tenderer/Concern with other Government Departments : (Attested Photo copy of registration certificate should be attached)	
9	Any other information to be considered :	

UNDERTAKING (Part of Annexure -II)

1. I/We undertake the I/We have carefully studied all the terms and conditions of contract as indicated in Annexure I and understood the parameters of the proposed work and shall abide by them.
2. I/We hereby certify that none of my relative (s) is/are employed in the National Academy of Customs, Excise & Narcotics, Bengaluru or in field formations of Customs & Central Excise Bengaluru.
3. I/We further undertake that the information given in this tender are true and correct in all respect.

Signature of Authorized person with date :

Name and full address:

Telephone No (O) :

(R) :

(Fax) :

Email :

Seal :

ANNEXURE - III
(FINANCIAL BID)

PROFORMA FOR QUOTING RATES

To be submitted in a separate sealed envelope super scribing "FINANCIAL BID"

Sl. No	Category	Rates (in Rs.) per month for Driver
01	Driver with 5 years experience and valid license	

2. Any other information:

Signature of Authorized person with date :

Name and full address:

Telephone No (O) :
(R) :
(Fax) :
Email :

Seal :