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**भारत सरकार**  
**GOVERNMENT OF INDIA**  
**वित्त मंत्रालय, राजस्व विभाग**  
**MINISTRY OF FINANCE, DEPARTMENT OF REVENUE**  
**आयुक्त (प्राधिकृत प्रतिनिधि) का कार्यालय**  
**OFFICE OF THE COMMISSIONER (AUTHORISED REPRESENTATIVE)**  
**सीमा शुल्क, उत्पाद शुल्क और सेवाकर अपीलीय अधिकरण, चेन्नै-600006**  
**CUSTOMS, EXCISE AND SERVICE TAX APPELLATE TRIBUNAL, CHENNAI – 600 006**

F.No. I/22/1/2019

Date:08/02/2019

**NOTICE INVITING ONLINE E-TENDER FOR SUPPLY OF MANPOWER**

The Office of the Commissioner (Authorised Representative) CESTAT South Zonal Bench, Chennai invites e-tenders / bid documents from reputed Service Providers for supply of manpower to the Office of the Commissioner (Authorised Representative) CESTAT South Zonal Bench, Chennai:

2. The detailed tender process, requirement of manpower and terms & conditions are laid out in Annexure A. The Tender Bid will be in two parts viz. Technical Bid (as Annexure – B) along with declaration and Financial Bid (as Annexure – C).

3. The tender documents can be downloaded from the websites [www.cbec.gov.in](http://www.cbec.gov.in), [www.centralexcisechennai.gov.in](http://www.centralexcisechennai.gov.in) & <https://eprocure.gov.in/eprocure/app> or from the Government of India, Central Public Procurement Portal (e-procurement) website.

4. Interested Service Providers who comply with the terms and conditions of this tender notice should submit their bids in the prescribed Forms through the Central Public Procurement Portal (e-procurement) website as “TENDER FOR SUPPLY OF MANPOWER”. The e-tender / bid documents should be addressed to the Commissioner (Authorised Representative), CESTAT South Zonal Bench, 1st Floor, Shastri Bhavan Annexe, 26 Haddows Road, Chennai –600 006.

**The last date for uploading / submission online : Before 11.00 Hrs on 04/03/2019.**

**Tenders shall be opened on : 05/03/2019 at 15.00 Hrs.**

5. The Principal Commissioner / Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

6. This Tender is issued with the approval of the Principal Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai.

Encl.: Annex. - A, B & C

**(ARUL C DURAIRAJ)**  
**SUPERINTENDENT (ADMIN)**

**ANNEXURE – ‘A’**

**I. Tender Process and submission of tender documents: -**

1. The bid / tender will consist of two parts – The e-tender / bid documents for “Technical bid” in the proforma prescribed in Annexure–B and for the “Financial Bid” in the proforma prescribed in Annexure–C shall be completed in all aspects and are to be uploaded / submitted online in the Government of India, Central Public Procurement Portal (e-procurement) website as **“TENDER FOR SUPPLY OF MANPOWER”**. The tender documents should be addressed to the Commissioner (Authorised Representative), CESTAT South Zonal Bench, 1st Floor, Shastri Bhavan Annexe, 26 Haddows Road, Chennai –600 006.
2. The tenderers shall sign and stamp each page of the tender document as a token of having read and understood the terms and conditions contained therein.
3. The tenders/quotations received unsigned/incomplete shall be summarily rejected. The financial bids of only those bidders who have qualified in the technical bid shall be opened and taken for consideration.
4. All information sought under Terms and Conditions and other information is to be given along with the Technical Bid while the price quoted is to be mentioned only in the Financial Bid.
5. The tender documents must be **uploaded / submitted online before 11.00 Hrs on 04/03/2019**. The documents received incomplete and / or filed after the due date & time shall not be accepted. The Tender shall be opened on **05/03/2019 at 15.00 Hrs**.
6. The Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai reserves the right to accept or reject any or all tenders without assigning any reason. In case of any dispute of any kind and in respect of whatsoever, the decision of the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai –600 006 will be final and binding.

**II. Terms and Conditions: -**

1. The Bidder should be able to supply the manpower as per the requirements given below:

SI. No.	CATEGORY	Scope of work	No. of persons required
1	Attenders	Attending to officers; assisting in proper arrangement, movement and recording of the files of the Office of the Commissioner (Authorised Representative) CESTAT, Chennai; maintaining the general cleanliness of the officers’ rooms and the file storage areas; any other petty jobs in the office.	Five
2	Data Entry Operators	Data entry and other typing Jobs in the office of the Commissioner (Authorised Representative) CESTAT, Chennai.	Three

2. The contract for the supply of manpower shall be valid for a period of one year with effect from 01/04/2019, subject to the clause(s) of terms & conditions.
3. Any person in government service or an employee of the department is not eligible to participate in this Tender process.
4. The Bidder should give an undertaking that he or his firm has not been blacklisted by any Organization/Government Department as on the date of submission of the bid.
5. The Bidder should have an office in Chennai for operational conveniences.
6. Bidder/s shall be duly registered with all the required statutory authorities, and should ensure compliance with the relevant rules & regulations as notified by the Government.
7. Bidder/s should at least pay minimum wages to his employees as prescribed by the Central/State government of local body as the case may be including the Minimum Wages Act, 1948 and the orders issued thereunder. If, during the tenure of the contract, such minimum wages are enhanced it will be the responsibility of the contractor to pay such/ additional differential wages. The Contractor shall be entitled to disburse the wages w. r. t the prevailing Minimum Wages Act.
8. Bidders providing similar service and employing staff experienced in similar work will be given preference.
9. The bidder should have a minimum experience of 03 years in the same field.
10. Bidder shall not change the employed persons without prior approval of the Commissioner (Authorised Representative) CESTAT South Zonal Bench, Chennai (hereinafter referred to as the Commissioner). However, in case of long absence of the person he should provide substitute after getting approval of the Commissioner or officer authorized in this regard.
11. Billing should be done on a monthly basis. Bill for the month showing all the breakups in rates should be sent within the 5th of the following month. Evidences for ESI/ EPF benefits given to the employees should be furnished.
12. The bidder would be liable for ensuring compliance with relevant rules and regulations as notified by the government in this regards form time to time. This includes compliance with provisions of the contract Labour (Regulation and Abolition) Act, 1970.
13. Bidder should be registered under Labour Laws, GST and with PF authorities in Tamilnadu and should have Trade License and PAN Card.
14. Bidder should issue signed Wage slip to the Contract Worker showing break-up of his monthly wage. The Commissioner reserves the right to verify the wage slip and other documents from time to time.
15. Deductions from the wages should be limited to statutory deductions towards taxes, provident funds and insurance and no deductions towards administrative charges should be made.
16. The Commissioner reserves the right to postpone and/ or extend the date of receipt/ opening of Rates/ Quotation or to withdraw the same, without assigning any reason thereof.
17. The bidders are required to submit the complete rates/ quotations only after satisfying each and every condition laid down.
18. The rates quoted must be written both figures and in words and should indicate leviable taxes, if any. Corrections, if any, are to be made only by crossing out, initialling, dating and clearly rewriting. In case of discrepancy between the words and figures the rates indicated in words shall prevail. All overwriting/ cutting, insertions shall be authenticated and attested.
19. Rates/ Quotations should be submitted and signed by the authorized person of the bidding firm with its current business address, telephone numbers and email ID (if available).
20. The bidders must comply with the rates/ quotations, scope of work and all terms and conditions of this notice. No deviation in the Terms & Conditions and Scope of Work shall be entertained

unless specifically mentioned by the bidder in the rates/ quotations and accepted by the Commissioner.

21. No escalation of price whatsoever would be allowed during the pendency / currency of the contract except in the increase in minimum wages, if there has been increase in wages by the Statutory authority empowered to do so. The increase has to be intimated immediately to this office by the service Provider. Any breach of this condition will render the contract liable for termination.
22. Notwithstanding anything contained herein, the Commissioner reserves the right to terminate the contract by giving 1 (one) months' notice in writing without assigning any reason.
23. The Commissioner shall not entertain any claim arising out of mishap, if any, which may take place. In the event of any liability/ claim falling on the office of the Commissioner (Authorised Representative) CESTAT South Zonal Bench, Chennai, the same shall be reimbursed/ indemnified by the Contractor. Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948. Shall be taken by the successful bidder. The successful bidder (contractor) shall arrange necessary insurance cover for any persons deployed by him.
24. Bidder shall in no case lease/ transfer/ sublet/ appoint care take for services agreed to be provided to the Directorate.
25. On taking over the work responsibility, the Bidder shall formulate the mechanism and duty assignment in consultation with Commissioner (Authorised Representative) CESTAT, Chennai. Subsequently, the contractor shall review the working arrangement from time to time.
26. The persons deployed by the Bidder for the work shall be the employees of the bidder for all intents and purpose and in no case shall a relationship of employer and employee between the said persons and the Commissioner exist.
27. No other person except Bidder's authorized representative shall be allowed to enter the premises of the office of the Commissioner (Authorised Representative) CESTAT South Zonal Bench, Chennai.
28. Bidder shall ensure that the persons are punctual and remain alert and vigilant in the performance of their duty.
29. Bidder shall communicate the names, parentage, residential address, age, etc. of the persons so deployed.
30. Bidder will provide his staff with the necessary identity cards at all times. The cost will be borne by the contractor.
31. It shall be the sole responsibility of the Bidder to ensure security and safety of all property and assets moveable and immovable of the Commissioner (Authorised Representative) CESTAT, Chennai and if there is any loss to the said office on account of dishonesty, connivance and/or due to any cause, by the persons employed, the contractor shall make good on demand the loss to the Commissioner (Authorised Representative) CESTAT, Chennai.
32. Bidder shall report promptly to the Commissioner (Authorised Representative) CESTAT, Chennai any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any, shall be recovered from the contractor.
33. Bidder shall take responsible precautions to ensure orderly conduct of his employees deployed and for the preservations of peace and protection of persons and property of Office of the Commissioner (AR).
34. In any case any of the persons so deployed by the Bidder does not performs his duties properly or indulges in any disorderly conduct, the contractor shall take suitable action against such employees on the report of the officer designated by Commissioner (AR) including replacing the erring employee.
35. Bidder shall exercise control and supervision over the persons deployed and shall be solely responsible for payment of wages/ salaries, other benefits and allowances to his personnel that

might become applicable under any Act or Order of the Government. The Commissioner shall have no liability whatsoever in this regard and the Contractor agrees to indemnify the office of the Commissioner (Authorised Representative) CESTAT South Zonal Bench, Chennai against any/ all claims which may arise under the provisions of various Acts, Govt. Orders etc.

36. In case, on any working day/ days, if any Contract Worker fails to be present at the office of the Commissioner for any reason whatsoever, the successful bidder (contractor) shall assign an alternate Contract Worker under intimation to this office, failing which the quoted rate for the day will not be payable. Further 5% penal charges will be deducted for that day from the monthly payable billed amount.
37. The contractor shall deploy his persons in such a way that the persons get weekly rest, the working/leave for which the work is taken from them under relevant provisions of shops and Establishment Act or any other law in force. The contractor shall in all dealings with the persons, in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the labour laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time furnishing any information, or submitting or filing any settlement under the provisions of the said regulation and rules which is materially incorrect, they shall without prejudice to any other liability Pay to the Commissioner a sum not exceeding Rs.50,000/- for every default, breach or furnishing, making submitting, filling such materially incorrect statement and in the event of the contractor defaulting continuously in this respect, he shall be liable to pay sum of Rs.1600/- per day for breach of default for a period to be decided on merits, case wise.
38. Payment will only be made to the contractor through Bank. The successful bidder will have to provide their Bank Account Number, Branch Name, IFSC Code, PAN Number and a copy of their cancelled cheque to the Commissioner for the purpose of making payment.
39. Any matter during the period of the agreement which has not been specifically covered by these terms and conditions shall be decided by the Commissioner, whose decision shall be final and conclusive.

**ANNEXURE 'B'****TECHNICAL BID****QUALIFYING CRITERIA FOR TECHNICAL BID**

1	Name and Address of the Organisation	
2	Name of The Proprietor / Partner / Directors	
3	<b><u>Contact Details</u></b>	
a)	Land Line No.	
b)	Mobile Phone No.	
c)	E - Mail-id	
4	PAN Card No. (Enclose copy)	
5	Valid GST Registration No. (Enclose Copy)	
6	Name of The Primary Contact Person with mobile number.	
7	No of years of relevant experience	

I have read the terms and conditions of the Tender Notice along with its Annexures.

Name of the Authorized Signatory

**Signature**

Seal/Stamp

**DECLARATION**

(To be submitted with the Technical Bid)

1. I/we, \_\_\_\_\_, Son/ Daughter/ Wife of Shri \_\_\_\_\_, Proprietor/ Director/ Authorized Signatory of the (Agency/Firm) \_\_\_\_\_ am competent to sign this declaration and execute this tender document;
2. I/We, undersigned, offer to supply manpower in conformity with the conditions of contract and specifications for the amount quoted above.
3. I/We undertake to enter into agreement within 04 days of being called upon to do so and bear all expenses including charges for stamps, typing etc and agreement will be binding on us.
4. I / We understand that the Department is not bound to accept the lowest or any bid and the acceptance of the bid is subject to our financial stability.
5. It is hereby certified that the rate quoted by us in our financial bid is inclusive of wages, allowances, PF, Gratuity and other statutory liabilities except GST, if any payable.
6. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
7. The information/ documents furnished along with the application are true and authentic to the best of my/our knowledge and belief.
8. I/ We declare that we have not been blacklisted by any Government department or body and we have not been disbarred from participating in Government tenders.
9. I/We am/ are well aware of the fact that furnishing of any false/ misleading information/ fabricated document would lead to rejection of my/our tender at any stage.

Date:

Place:

Seal:

Signature of authorised person

Full Name \_\_\_\_\_

(Enclose Aadhar / PAN Card / Any Government Photo ID card copy)

**ANNEXURE-C****(FINANCIAL BID)**

To

The Commissioner (Authorised Representative),  
 CESTAT South Zonal Bench,  
 1st Floor Shastri Bhavan Annexe  
 26, Haddows Road,  
 Nungambakkam, Chennai –600 006

Sir,

Sub: - Submission of financial bid for supply of manpower to the Commissioner (Authorised Representative), CESTAT South Zonal Bench, Chennai – Reg.

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With reference to the above, I/We hereby submit the quotation for supply of manpower to the Commissioner (Authorised Representative) CESTAT South Zonal Bench, Chennai.

<b>S.No.</b>	<b>Category</b>	<b>No. of Persons</b>	<b>Rate (Rs.) / Service charges per person</b>	<b>Amount (Rs.) per month</b>
1	Attenders (Semi Skilled)	5 (five)		
1	Data Entry Operators (Clerical / Skilled)	3 (three)		
<b>TOTAL BID AMOUNT (per month)</b>				
<b>(Bid amount in words)</b>				

Date:

Place:

Signature of the Bidder

Seal