

# OFFICE OF THE COMMISSIONER OF GST AND CENTRAL EXCISE CHENNAI NORTH COMMISSIONERATE No. 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai-600034

C.No.I/21/11/2018-Welfare

dated: .04.2019

#### TENDER NO.

# NOTICE INVITING e-TENDER FOR ENGAGE (SKILLED & SEMI SKILLED STAFF) IN DEPARTMENTAL CANTEEN ON CONTRACT BASIS FOR GST & C.EX CHENNAI NORTH COMMISSIONERATE, CHENNAI -34.

e-Tender/Bids are invited from reputed bidders/parties for providing Kitchen services "skilled staff (8 No.s), semi skilled staff (7 No.s))" on contract basis at the O/o The Commissioner of GST & C.ex Chennai North Commissionerate, 26/1, Mahatma Gandhi Road, Chennai-34.

#### 1. Document Download:

Tender documents may be downloaded from CPPP sitehttps://eprocure.gov.in/eprocure/app,www.centralexcisechennai.gov.inor www.cbec.gov.inas per the schedule as given in TIME SCHEDULE as under by the bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

#### TIME SCHEDULE OF TENDER

S.No	Particulars	Date	Time
1	Tender e-publish date	01.05.2019	13:00 Hrs
2	Document download start date	<b>0</b> 1.05.2019	17:30 Hrs
3	Start date for seeking clarification (on-line)	<b>02</b> .05.2019	17:30 Hrs
4	Last date for seeking clarification (on-line)	10 .05.2019	17:30 Hrs
5	Bid submission start date	0.3 05.2019	17:30 Hrs
6	Bid submission last date	2 o .05.2019	11:00 Hrs
7	Tender opening date (Technical)	21.05.2019	11:00 Hrs

#### 2. Bid Submission:

- i. Bids shall be submitted online only at CPPP website: <u>https://eprocure.gov.in/eprocure/app</u>Tenderer/Contractor are advised to follow the instructions "Instructions to Bidder for Online Bid Submission" provided in the Annexure VI for online submission of bids.
- ii. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parities liable to rejection.
- 4. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <a href="https://eprocure.gov.in/eprocure/appshall">https://eprocure.gov.in/eprocure/appshall</a> 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 EMD would be forfeited and tenderer is liable to be banned from doing business with this Office.

- **CPPP** again visit advised to are tenderers Intending 5. websitehttps://eprocure.gov.in/eprocure/appregularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
  - The rates shall be quoted in Indian Rupees only.
- The rates will be inclusive of all taxes (except GST), fees, levies, etc. and any 7. revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.
- In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

For further details, A. Jagannadha prasad ,Assistant Commissioner (Welfare) may be 044-28335029/044-28335100 contacted at

NOTE: The Department reserves the right to postpone the date of opening or to accept or reject any or all the bids, without assigning any reasons.

# Annexure-l **Terms & Conditions**

General Rules and Directions for the Guidance of the Bidder (Section 1),

- Scope of Tender
- The Commissioner, GST & C.Ex Chennai North, (hereinafter referred to as the Buyer), invites e-tenders/Bids for "Providing Kitchen Services" for departmental Canteen located at 26/1, Mahatma Gandhi Road, Chennai-34. " as defined in the tender documents (hereinafter referred to as the "Service").
- 1.1.2 Duration of the Contract:

The Contract period is from the date of commencement of the Service as defined elsewhere in the contract up to 31.03.2020.

1.1.3 The scope of the work with regard to staff is as follows:

## Skilled:

Preparing Idly, Dosa / Masala dosa / Rava dosa, Pongal, Poori, Uppuma for breakfast hours. Preparing variety rice like, Lemon rice / tamarind rice / tomato rice / kari leaves rice / vegetable rice / curd rice / sambar rice/fulka / chappathi /dhal makahni/ paneer butter masala/ channa battur/ etc., including full meals lunch for Lunch hours

Preparing vegetable cutlet, bread sandwitch, burger, paav baaji, sundal, bonda items and sweet itmes like laddu, mysore pah, badhusha, jamoon for Evening snacks.

#### Semi skilledCook:

Chopping vegetables, preparing masala / coconut / and handling cocked items including cooking in the absence of cook, counter sales and other routine works in kitchen / dining.

## 1.2. Eligibility Criteria

The tender/Bid is invited in TWO BID SYSTEM (Technical/Qualifying & Financial Bid) and is open to all contractors who fulfill the following eligibility criteria:

1.2.1 Experience - No of years in the Business:

The Bidder should be in the Business of Providing "Similar Services" for a period not less than 5 years i.e. since 2013-14.

[Mode of Proof: Copies of the Work order/Agreements/Work Completion certificate for the five year period to be uploaded alongwith bid document]. "Similar Service Contract" means contract for providing Housekeeping and Kitchen Services with Government/Semi-Government/Public Sector/ National level educational institutes like IIT, IIM, NIT and Universities/Banks/Public Limited Companies

#### 1.2.2 Experience – Completion of similar works:

The Bidder should have satisfactorily completed similar service contracts, involving values as listed below during the last 5 years i.e. since 2013-14:

- a) At least One Service contract of similar nature valued at Rs.40 Lakh
- b) At least Two Service contracts of similar nature each valued at Rs.20 Lakh OR
- c) At least Three Service contracts of similar nature each valued at Rs.15 Lakh.

[Mode of Proof: Copies of the Work order/Agreement and Work Completion certificate for the work Completed with TDS certificates to be uploaded alongwith bid document].

#### 1.2.3 Turnover

The Bidder should have had average annual turnover of at least Rs.25 Lakh during the last 3 financial years i.e. 2016-17, 2017-18 & 2018-19

[Mode of Proof: Average Annual turnover certificate duly certified by Chartered Accountant to be uploaded alongwith bid document].

#### 1.2.4 Possession of Valid PAN

The bidder should have a valid Income Tax Registration Number / PAN and other statutory requirements as per Rules in force. The bidder should have filed Income tax returns for the assessment years 2016-17, 2017-18 and 2018-19 and should not have incurred any loss during any of the F.Y. 2016-17, 2017-18 and 2018-19

[Mode of Proof: Copy of the PAN Card and ITR's of above three assessment years and Balance sheet/ Profit & Loss accounts for the above three financial years to be uploaded alongwith bid document]

1.2.5 The bidder should have been registered with the ESI and PF authorities.

[Mode of Proof: Copies of Respective Registration Certificates along with theReceipts for the remittances made during the last 6 months (July 2018 to December 2018) and declaration to this effect to be uploaded along with bid document]

1.2.6 The bidder should have not less than 50 personnel on their rolls during the financial year 2018-19 from July 2018 up to the month of December 2018.

[Mode of Proof: Copies of statutory remittances made/returns filed during the financial year 2018-19 (July 2018 to December 2018) and a declaration to this effect to be uploaded along with bid document]

- 1.2.7Should not have been black listed by this department. [Declaration to this effect to be uploaded along with bid document]
- 1.2.8 The bidder must produce a solvency certificate obtained from his banker during the F.Y. 2018-19 for an amount not less than Rs.25 lacs and uploaded along with bid document.
- 1.2.9 The bidder must be registered with the GST department (GST registration certificate to be uploaded along with bid document)
- 1.2.10 GST/Service tax should have been paid during the F.Y. 2016-17, 2017-18 and 2018-19(copies of returns filed with the Department to be uploaded along with bid document)

With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be the department's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.

# All the Documents in proof of meeting eligibility criteria uploaded with the tender are to be duly signed by the bidder

#### 1.3. General Conditions

- 1.3.1 The Technical Bid Uploaded will be evaluated based on the details uploaded under Technical Bid/Cover I in the prescribed formats to ascertain whether the bidders qualify. After evaluation of technical bid, all bidders will get information regarding their eligibility/qualification on website. Thereafter a system generated mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal. The Cover II (Financial Bid) of only those firms who technically qualify under Cover I will be decrypted and opened online.
- 1.3.2 The Bids should be signed in all pages only by the duly authorized signatory (ie) of the entity. The person(s) authorized to sign the tender shall sign all the pages of the tender and other documents including those which are required to be submitted as per Clause 1.12
- 1.3.3 Bidder should upload all the details in the prescribed Proforma and as per the requirements set out in the tender documents under Cover I. Bids and Tender documents should be complete in all respects and any incomplete Bids/tender will be rejected.

# 1.4. Cost of Tendering

The bidders shall bear all costs associated with the preparation and submission of their tenders and the GST & C.Ex Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process or the cancellation, if any, of tender by the Commissioner of GST & C.Ex, Chennai North Commissionerate.

# 1.5. Rejection of Tender Documents

The bidder shall read and understand the contents of the tender documents, carefully. Failure to comply with the requirements of tender submission will render the tender liable for rejection. Tenders, which are not responsive to the requirements of the tender conditions, will be rejected.

#### 1.6 Clarification of Tender Documents

A bidder requiring any clarification regarding the tender documents may seek the same online within the time schedule prescribed. The GST & C.Ex department will respond online to any such request for clarification, received.

## 1.7 Amendment to Tender Documents

- 1.7.1 At any time prior to the deadline for uploading the response to clarification, Commissioner, GST & C.Ex Chennai North Commissionerate may, for any reason, suo motu or in response to a clarification by a prospective bidder, modify the tender documents by issuing amendments (addenda/corrigenda etc.)
- 1.7.2 Any amendments (addenda/corrigenda) thus issued will be hosted on the website upto two days prior to the last date specified for submission of the bids. All the bidders who have downloaded the Bid Document shall verify if any such amendments have been issued by this department, before submitting their bid and shall take 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.

# 1.8. Preparations and Submission of Tenders

### 1.8.1 Language of Tender

The tender, and all correspondence and documents, related to the tender, exchanged between the bidder and the buyer shall be written in the English language only. If the bidder along with their offer furnish any printed literature written in any other language, such documents shall be supplemented with their English translation also. For the purpose of interpretation of the tender, the contents in the English translated version alone shall be taken into consideration.

#### 1.8.2 Documents comprising the Tender

The Bids/tender submitted by the Bidder shall comprise the following and should be read in conjunction with any Amendments issued in accordance with Clause 1.9

- (i) Documents to be uploaded with Cover I (Technical Bid documents)
- a) Scanned copy of Earnest Money Deposit (EMD)
- b) Scanned copy of entire tender document, signed & sealed on all pages
- c) Scanned copy of Offer Letter (Annexure II)
- d) Scanned copies of Annexures III A, III B, IV & VIII with necessary enclosures
- (ii) Cover II (Financial Bid)
- a) Scanned copy of Financial Bid (Annexure-V)
- b) Scanned copy of financial bid undertaking (Annexure-VII)
- c) Financial bid document in the form of BOQ\_XXXX .xls

## **I. TENDER PROCESS:**

- 1. Tenders are invited in two parts i.e. (1) Qualifying Bid (2) Financial Bid.
- 2. The tender form for Qualifying bid in pro-forma prescribed in Annexure III and the tender form for the financial bid in pro-forma prescribed in Annexure V complete in all aspects shall be uploaded on CPPP site. The Qualifying Bids will be opened online on 21.05.2019 at 11.00 a.m. at Office of the Commissioner of GST & Central Excise, Chennai North Commissionerate, Chennai-34. Bidders may observe the tender opening online. The date and time of opening of "Financial Bid" will be intimated to the eligible bidders after evaluating the "Qualifying Bids". The Financial Bids of those bidders who qualify on evaluation of Technical Bids would be decrypted and opened online.

#### 1.9. Conditions stipulated by the bidder

The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to the GST & C.Ex department. Tenders containing any qualifying conditions or even bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection.

- 1.10. Filling up of Forms, Completeness & Mode of Submission of Tender:
- 1.10.1 The bidder shall submit all the documents required to be uploaded/submitted as per Clause 1.10 duly filled in along with their covering letters, data and other information so that the tender is complete in all respects.
- 1.10.2 The tender/Bids shall be uploaded/filled and signed only by the entity/firm/corporation in whose name the tender documents have been issued.
- 1.10.3 Bids sent by telex, fax, Email etc. (i.e. modes other than by ways prescribed in Annexure VI) shall not be accepted.
- 1.11. Tender Prices

- 1.11.1 The contract shall be for the whole Services or for individual component or components as may be decided by The Principal Commissioner of GST & C.Ex  $\,$ , Chennai North and as described in Sub clause 1.1.1, based on the unit rates and prices quoted by the bidder in Bill of quantities.
- 1.11.2 Items against which no rate or price is entered by the bidder will not be paid for and when executed, such items, shall be deemed to have been covered by the other rates and prices in the Bill of quantities. Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of providing the Housekeeping and Kitchen Services at GST & C.Ex , Chennai. This includes all the liabilities of the contractor such as cost of identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, bonus, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.
- 1.11.3 The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF contributions, bonus, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirements of Applicable Minimum Wages, ESI & PF and Bonus are liable to be rejected.
- 1.11.4 Minimum wages as fixed and revised from time to time by the Office of the Chief Labour Commissioner (Central) as applicable to "Skilled, Semiskilled and Unskilled Labour" should be paid by the contractor. The highest of the applicable wages rates (where multiple rates are available for Skilled, Semi skilled, Unskilled Labour) should be paid by the contractor.
- 1.11.5 Whenever Minimum wages is revised by the respective Labour authorities, it shall be the duty of the contractor to immediately pay such revised minimum wages to the contract personnel deployed and then claim re-imbursement from The Principal Commissioner of GST & C.Ex  $\,$ , Chennai North by providing copies of such orders and proof of disbursement to the contract personnel deployed in the office of the Principal Commissioner of GST & C.Ex  $\,$ , Chennai North.
- 1.12. Tender Validity
- 1.12.1 Tenders shall remain valid for 120 days from the last date for submission of tender
- 1.13. Earnest Money Deposit (EMD)
- 1.13.1 Each tender/Bid should be accompanied by an Earnest Money Deposit (EMD) amounting to Rs.1,00,000/-(Rupees One Lakh only) which shall be in the form of Demand draft from any Nationalized Bank / Scheduled Bank drawn in favour of "PAY AND ACCOUNTS OFFICER, CENTRAL EXCISE, CHENNAI." Payable at Chennai and shall be submitted in person to the Public Relations Officer (PRO), Chennai North Commissionerate on or before the bid submission last date i.e. before 16.05.2019 11:00 hours. Qualifying bids without Earnest Money Deposit will be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit.
- 1.13.2 No other form of deposit towards Earnest Money shall be accepted.

- 1.13.3 Tenders not accompanied by the Earnest Money Deposit in the manner prescribed in 1.13.1 will be summarily rejected. No exemption from payment of EMD is available to any bidder for any reason whatsoever, except MSE's as defined in the MSE Procurement Policy issued in Department of MSME (or) are registered with the Central Purchase Organization or with the Finance Ministry or this department.
- 1.14 Tender Opening, Bidder Participation, Stages of Evaluation (Technical and Financial)
- 1.14.1 Technical bids will be opened online at the Office of THE COMMISSIONER OF GST & C.Ex , CHENNAI NORTH, 26/1, MAHATMA GANDHI ROAD NUNGAMBAKKAM, CHENNAI 600034", at 21.05.2019 11:00 hours on. Bidders may observe the tender opening online. In the event of the specified date of tender opening being declared as a holiday for the department, the tender shall be opened at the specified time on the next working day.
- 1.14.2 The information furnished by the bidder in Cover I in the prescribed format supplied by this department will form the basis for the evaluation. In exceptional cases The Principal Commissioner of GST & C.Ex or his representative reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the Commissioner of GST & C.Ex , information and documents supplied in support of the tender do not indicate meeting the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the Commissioner of GST & C.Ex . After satisfying that all / or some of the bidder have attained the minimum qualifying criteria as detailed above, a suitable date and time for opening of the Cover II Finance Bids will be fixed and those bidder(s) who are qualified will be intimated about the opening of Cover II Financial Bids. The Cover- II -Financial Bids of the qualified bidders will be decrypted and opened online. The procedures for opening Cover II will be the same as the procedures outlined in Clause 1.14.1.
- 1.14.3 After evaluating the financial bids received under Cover II, the bidder who ranked the lowest (L-1) Price will be awarded the work. In case the financial bid of more than one agency is same as L-1, then the Commissioner of GST & C.Ex will be assigning marks to various eligibility parameters like turnover, number of years of relevant experience etc. of such L-1 bidders and work will be awarded to the bidder who score highest marks, among the L-1 bidders.

#### 1.15. Influencing prohibited

Any effort by a bidder to influence the buyer during the processing of tenders or award decision will result in the rejection of his / their bid offered.

# 1.16. Correction of Errors (in Financial Bid)

The tenderer shall quote the rates both in figures as well as words. The cost of individual items shall also be worked out and mentioned in the financial bid (both in figures and words). On check if there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed:

i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;

- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the sub-totals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail:
- iv) Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to Procuring Entity's observation, the tender is liable to be rejected.
- 1.17. The Commissioner of GST & C.Ex reserves the right to accept any tender and to reject any or all tenders and to annul the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the Affected bidder or bidder or any obligation to inform the affected bidder or bidder of the grounds for the action.

# 1.18. Security Deposit

- 1.18.1 Within 15 days of the successful bidder's receipt of notification of Award of Contract from the Commissioner of GST & C.Ex , the Bidder shall furnish a Security Deposit at the rate of 10% of the annual contract value in the form of an Bank guarantee from any nationalized bank at Chennai. If the bidder fails to submit the Security deposit to the Principal Commissioner of GST & C.Ex within the stipulated time, the Commissioner of GST & C.Ex shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.
- 1.18.2 The Security Deposit will be discharged by the Principal Commissioner of GST & C.Ex and returned to the service provider not later than 90 days following the date of completion of the service provider's performance obligations.
- 1.18.3 The proceeds of the Security Deposit shall be payable to the Commissioner of GST & C.Ex as compensation for any loss(es) incurred by the department resulting from the failure of the Service provider to meet out its obligations under the Contract, as determined by the Commissioner of GST & C.Ex . This shall be in addition to any other action/penalty taken by the Principal Commissioner of GST & CX for delays/default/failure on the part of the Service provider.
- 1.18.4 No interest will be allowed on the Security Deposit from the date of its receipt until it is refunded.

# 1.19. Refund of EMD

- 1.19.1 The EMD will be refunded to all the bidder(s) other than the three lowest technically qualified bidders within one month from the date of opening of Financial bid (Cover II ).
- 1.19.2 The EMD of the two bidders other than the bidder whose offer is accepted will be refunded within a period of one month after finalization of the award of contract.
- 1.19.3 The EMD of the successful bidder will be refunded only after the remittance of security deposit in the manner as aforesaid. Till such time, the earnest money shall retain its character, as such, till the successful bidder furnishes the security deposit.

- 1.19.4. Where a person whose tender has been received on behalf of the Commissioner of GST & C.Ex intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Commissioner of GST & C.Ex (or) fail to furnish the security deposit within the prescribed time, the Commissioner of GST & C.Ex shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.
- 1.19.5 No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded.

#### 1.20. Commencement of Work:

The work shall be deemed to have been commenced from the date on which the contractor takes over based on Instruction from the Commissioner of GST & C.Ex The period of contract is from date of acceptance of tender upto 31.03.2019.

#### 1.21. Contract Agreement

The bidder shall, if his tender is accepted, enter into and execute an agreement in the form prescribed when called upon to do so with such modifications as agreed upon prior to the date of acceptance of the tender and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the buyer and the contractor. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the bidder.

#### 1.22. Jurisdiction:

The jurisdiction of all suits/proceedings arising out of this contract, arbitration matters shall be the High Court of Judicature at Chennai.

#### Section - II

General description of Service and other conditions / Responsibilities of Contractor 2.1 General: Shift, Fitness, Attendance, Amenities, Bio-data & Antecedents:

- 2.1.1 The personnel provided should be deployed in general shifts between 08.00 am and 04.30 pm, Monday through Friday and if required on Saturdays.
- 2.1.2 All personnel should be sincere, physically fit, active and energetic and aged between 20-55 years. No Minor Should be engaged.
- 2.1.3 The personnel deployed should be provided with photo ID cards by the contractor at his cost. Penalty may be imposed by the Commissioner of GST & C.Ex for personnel who are not in possession of photo ID cards.
- 2.1.4 Attendance of personnel will be maintained by the service provider in the Welfare Section, Chennai North Commissionerate and copy of the same shall be provided along with the monthly bill to the office of the Commissioner of GST & C.Ex on the  $\mathbf{1}^{\text{st}}$  working day of the following month.
- 2.1.5 On any given day, if any of contractor's personnel(s) deployed under the contract is (are) absent or fails to report in time, the contractor must provide a suitable substitute in time; for this purpose the contractor must monitor on a daily basis the sanction of leave to the staff deployed.
  - 2.1.6 Food arrangements for the personnel will not be made by the buyer and hence shall have to be made by the service provider.

- 2.1.7 The service provider should furnish to the department, the bio-data with photograph of the personnel to be posted in the office of the Commissioner of GST & C.Ex before posting them and intimate the Superintendent Welfare, Chennai North Commissionerate of any changes thereof within 24-hours of the same. The Commissioner of GST & C.Ex reserves the right to reject any person posted in this office without assigning any reason.
- 2.1.8 The antecedents of staff deployed shall be got verified by the service provider from local police authority and shall be submitted to the Superintendent Welfare, Chennai North Commissionerate, within 15 days from the date of commencement of work.
- 2.2 Statutory / Labour Legislations / Labour welfare Obligations:
- 2.2.1 The Contractor shall be responsible for any accident, damage or injury caused to any of his employees or property or any person or property in course of the Service and death while on service and shall not hold The Commissioner of GST & C.Ex responsible in respect of any claim made by any person for any reason whatsoever. The service provider shall be solely responsible for reporting to The Commissioner of GST & C.Ex and concerned authorities immediately of any serious or fatal accident.
- 2.2.2 The personnel deployed shall be the employees of the Contractor and all statutory liabilities such as ESI, PF, bonus, Workmen's Compensation Act, etc. will be paid/complied with by the contractor. The list of staff going to be deployed shall be made available to The Commissioner of GST & C.Ex and if any change is required on part of the Department, fresh list of staff shall be made available by the agency after each and every change.
- 2.2.3 The Statutory compliances including those pertaining to Provident Fund Act, Employees State Insurance Act, and Minimum Wages Act (Contract Labour (Regulation & Abolition Act 1970), Payment of Bonus Act and all other labour and other legislations as applicable from time to time, with regard to the personnel engaged by the contractor (service provider) for service to The Commissioner of GST & C.Ex , are the responsibility of the contractor.
- 2.2.4 It will be the responsibility of the contractor to provide details of manpower deployed by him, in the office of The Commissioner of GST & C.Ex , to the Labour department (Central).
- 2.2. 5 The I Commissioner of GST & CX shall not bear any damage / claim of any nature of the Kitchen Services in discharge of duties. The Service Provider, also called as "Contractor", shall indemnify The Commissioner of GST & CX for any loss suffered by the office of The Commissioner of GST & C.Ex in this regard.
- 2.2.6 The wages (per month) quoted by the bidder should not be less than Minimum Wages as referred in clause 1.11.4, as applicable as on the date of Issue of this Tender. ESI, PF and Bonus should not be less than the statutory provisions / Act. If the amount/rates quoted are less than the prescribed minimum as stated above, then the bid will be disqualified and rejected.
- If there is revision in the Minimum Wages prescribed by the Office of the Chief Labour Commissioner (Central) as applicable to "Skilled, Semi skilled, Unskilled Labour under Minimum Wages Act, during the currency of the contract, then:
- (i) If the revised minimum wages rates are less than the quoted rates, then rates quoted by the bidder will not be enhanced.
- (ii) If the revised minimum wages rates are more than the rates quoted by the bidder, then revised minimum wages rates will be considered for reimbursement.

- 2.2.7 As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by the Regional Provident Fund Commissioner (RPFC for short) for each personnel, against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's (contractor's)amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month, giving particulars of the employees engaged for The Commissioner of GST & C.Ex works, and the same is required to be submitted to The Commissioner of GST & C.Ex every month. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time The Commissioner of GST & C.Ex is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement.
- 2.2.8. The administrative issues like leave, weekly off, discipline etc. of the Skilled, Semi skilled, are the responsibility of the contractor.

#### 2.3. Duties:

- 2.3.1 Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of the areas of responsibility given to them by the department and shall not knowingly lend to any person or company any of the effects of The Commissioner of GST & C.Ex , under its control.
- 2.3.2 The contractor shall do and perform all such services, acts, matters and things connected with the administration, supervision and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which The Commissioner of GST & C.Ex may issue from time to time and which have been mutually agreed upon between the two parties.
- 2.3.3The Service Provider shall ensure that adequate supervision is exercised over the deployed manpower and the data entered is verified for 100% accuracy. However, the designated officer will verify about 5% of the total work and in case the number of erroneous records exceeds 0.5% at the time of verification, the Chennai North Commissionerate, reserves the discretion to levy penalty for inadequate supervision and necessary deductions shall be made from the Service Providers' bill as described in clause 2.5.
- 2.3.4 Sub-contracting of the work of any sort will not be allowed.
- 2.3.5 The agreed number of 8 skilled, and 7 semi skilled Labour should be available at the assigned section(s) all the time. Responsibility for providing necessary relievers if necessary vests with the contractor.
- 2.3.6 The staff deployed by the contractor shall not accept any gratitude or reward in any shape.

#### 2.4. PAYMENT

2.4.1 Payment of bills will be made to the contractor on a monthly basis based on actual services rendered in the previous month. No Advance Payment will be made. The contractor has to submit invoices/bills on the1stof the following month for the services rendered in the preceding month along with ESI/PF/Service Tax challans, as applicable, pertaining to that month. The Commissioner of GST & C.Ex , would make the payment within 20 days of submission of bills with all the supporting documents and submission of necessary clarification, if there were any queries communicated by The Commissioner of GST & C.Ex , to the satisfaction of The Commissioner of GST & C.Ex . No Interest is payable by The Commissioner of GST & C.Ex in case of any unavoidable delay in settling the bills, though the department would endeavor to settle within 20 days. No other claim on whatever account shall be entertained by The Commissioner of GST & C.Ex . TDS at the rates applicable shall be deducted U/S194 (c) of Income Tax Act 1961 on the whole amount.

2.4.2 The contractor may be asked by The Commissioner of GST & C.Ex to submit the proof of remittance for his employee towards the payment of statutory norms as applicable to The Commissioner of GST & C.Ex . If the contractor fails to submit the proof of remittance the payment towards the service will be stopped until the contractor submits required documents.

2.5. Penalty:

- 2.5.1 In case any of contractor's personnel(s) deployed under the contract is (are) absent or fails to report in time and contractor is unable to provide suitable substitute in time, a penalty equal to double the wages of number of Skilled, Semi skilled, Unskilled Labour absent on that particular day may be levied by The Principal Commissioner of GST & C.Ex and the same shall be deducted from the contractor's bills.
- 2.5.2 In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty or Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the office of The Principal Commissioner of GST & C.Ex immediately.
- 2.5.3 In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, The Commissioner of GST & C.Ex reserves the right to impose the penalty as detailed below:
- i) 0.5 % of cost of order/agreement per week, up to four weeks of delay.
- ii) After four weeks delay, The Commissioner of GST & C.Ex reserves the right to cancel the contract and withhold the agreement and get this work carried out preferably from other contractor(s). The difference if any may be recovered from the defaulting contractor and also the defaulting contractor shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
- 2.5.4 The personnel engaged by the contractor shall be dressed in neat and formal clothes, failing which invites a penalty of Rs.500/ each occasion and habitual offenders in this regard shall be removed by the contractor. The penalty on this account shall be deducted from the Contractor's bills.
- 2.5.5 The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Officers / Staff etc. and should project an image of utmost discipline. The Commissioner of GST & C.Ex shall have the right to have any Skilled, Semi skilled, Labour removed in case of tenable complaints from Officer /Staff or as decided by representative of The Commissioner of GST & C.Ex , if the person is not performing the job satisfactorily or is considered to be undesirable or for any other reason deemed fit by The Commissioner of GST & C.Ex . The contractor shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by this department, failing it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by The Commissioner of GST & C.Ex , will be imposed.
- 2.5.6 That in the event of any loss, theft or robbery inside the office of The Commissioner of GST & C.Ex or damage occasioned to the Department, as a result of any lapse on the part of the contractor or its personnel deployed in the office of the Commissioner of GST & C.Ex , which would be established after an enquiry conducted by The Commissioner of GST & C.Ex , the said loss can be claimed from the contractor up to the value of the loss. The decision of The Commissioner of GST & C.Ex will be final and binding on the contractor.

- 2.5.7 In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited to The Commissioner of GST & CX besides annulment of the contract. If any of the above condition is violated, The Commissioner of GST & C.Ex has the right to impose any penalty as decided by The Commissioner of GST & C.Ex .
- 2.5.8 The contractor shall ensure that its personnel shall not at any time, without the consent of The Commissioner of GST & C.Ex in writing, divulge or make known any matter or transaction undertaken or handled by the Department and shall not disclose to any third part any information about the affairs of the office of The Principal Commissioner of GST & C.Ex . This clause does not apply to the information, which becomes public knowledge.
- 2.6. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines.

#### 2.7. Termination:

The contract may be terminated with a 15 days' notice, before the expiry of contract period owing to deficiency in service or any other reason whatsoever. The contractor is to give 90 days' notice in case he wants to withdraw, in which case Security Deposit /EMD will be forfeited.

#### Section III

- 3. Qualification and responsibilities of Skilled, Semi skilled, Labour
- 3.1Qualification
- 3.1.1 The Service Provider shall be primarily responsible for correctness of the data, if not entered correctly. The awarded work shall have to be completed by the Skilled, Semi skilled, Unskilled Labour deployed to the satisfaction of the concerned authorities.

#### **Section IV**

# SCOPE OF KITCHEN (COOKING) / SERVICES REQUIRED TO BE PROVIDED

- a) The contractor should deploy eight persons in skilled and seven persons in semi skilled, category (totally [15] fifteen numbers)
- b) The Cook and the Assistant Cook should be capable of preparing food to cater to the needs of a minimum of 200 staff for breakfast and a minimum of 300 staff for lunch on a daily basis and should prepare sweet, snacks and savories to cater to a minimum of around 300 staff daily. In addition, the persons would be required to prepare any other food item as decided by the Managing Committee or by the Manager(Canteen) and when need arises.
- c) The persons will be engaged in Cooking, assistance in Cooking, preparation of food, bevarages, snacks, sweets etc., cutting/peeling vegetables, fruits etc.,
- d) They would be required to serve food items at food stalls and dining halls, conference halls etc., as and when directed.

- e) The persons should work on all days except holidays. However, on specific occasions, the services have to be made available on prior intimation.
- f) The working hours will generally be from 8.00A.M to 04.30 P.M. daily. The persons should be prompt and punctual.
- g) The persons should be well experienced, trained adequately and of sound health. They should be disciplined and well mannered.
- h) The contractor should ensure that persons employed should maintain personal hygiene, take regular haircuts, keep their nails trimmed and clean and should not have any skin diseases or ailments.
- i) The persons should be able to prepare food and beverages, sweets, snacks etc. as per the menu decided by the Managing Committee or the Manager (Canteen).
- j) The Manager (Canteen) or any Officer, authorized to supervise the functioning of the Canteen shall reserve the right to bar the entry of the persons so deployed by the Contractor, in case it was found that the person or persons are suffering from any communicable diseases in order to maintain hygiene.

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# **WORKING TERMS AND CONDITIONS:**

- 1. Above said persons are required in Canteen premises, on daily services mentioned. The persons so employed should work on all days except Sundays and National holidays.
- 2. The personnel deployed should be well experienced and trained adequately and of sound health. They should be well p behaved and well mannered. should have knowledge of local language and preferably English also.
- 3. If any permanent staff or the contract staff of the Canteen is absent on any day another person should be deployed in his/her place.
- 4. The daily Cooking services before the time fixed by the Manager (Canteen). The personnel will perform all the duties assigned to the contractor and as specified by the department from time to time.
- 5. The personnel will report to the Officer-in-charge assigned by the Department i.e., The Manager (Canteen).
- 6. In case of emergency and residual situations the contractor has to make the personnel available to cater for emergency services & urgent works entrusted by this office as and when need arises.

- 7. The contractor should pay to their personnel a minimum wage at the prevailing rate as fixed under Minimum Wages Act prescribed by O/o. The Chief Labour Commissioner (Central) any breach of this condition will be liable for termination of the contract and the same would be dealt with accordingly. Besides, ESI and PF per head at the current rate should be paid by the 'contractor' every month as per the existing rules and copies of paid cash challans should be submitted every month to this office.
- 8. The contractor is responsible for payment of monthly salary including leave salary, bonus, gratuity etc., to the personnel as applicable to them.
- 9. The contractor shall submit the invoice / bill for every month by the 1<sup>st</sup> day of next month along with the statement of number of persons deployed in the Canteen, certified by the Manager (Canteen). No interim bills will be entertained. Mode of payment will be monthly and payments to the contractor will be through direct bank transfer as applicable under the Rule. The payment is subject to TDS applicable under the Income Tax Act, 1961 and the Rules made there under.
- 10. The contractor shall indemnify and shall keep this office indemnified against Acts of omission or negligence, dishonesty or misconduct of the men / women 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 kitchen service personnel shall be charged to the and recovered from its dues/bills.
- 11. This office reserves the right to terminate the services at anytime without giving any notice whatsoever.
- 12. All existing statutory regulations both State & Central Governments shall be adhered to and complied with by the contractor and all records maintained thereof should be available for scrutiny by this office. The contractor shall strictly comply with the terms and conditions of the agreement, which will be executed with the successful bidder. Failure by the contractor to comply with such statutory requirements and / or the terms of the agreement during the period of agreement of deficiency in services shall result in termination of the contract.
- 13. The contract will be in force from the date of award of contract to 31.03.2020. This office reserves the right to extend the duration of the contract for a further period subject to satisfactory performance and on mutually agreed terms and conditions.
- 14. 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.

15. 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 which the dispute will be subject to Chennai jurisdiction only.

\*\*\*\*\*\*

The bidder is requested to inspect the area under consideration for kitchen (Cooking) services, between 10 AM and 5 PM (Monday to Friday) and submit their quotes thereafter.

Any clarification in this regard may be sought from the Superintendent of GST & Central Excise, Welfare Section O/o. The Commissioner of GST & Central Excise, Chennai- North Commissionerate, 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai 600 034.

## **Submission of Tender**

- i. The tender shall be submitted online in Two parts, viz., technical bid and Financial bid.
- ii. 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.
- iii. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- iv. This office reserves the rights to seek any document in original in respect of I.T Return/PF/ESI/Experience etc. as specified in the technical bid for verification at any stage of tender process.
- v. After evaluation of bid, all bidders will get the information regarding their eligibility/ pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal.

vi. The Financial bid of the successful bidders (i.e. qualified in Technical bid) will be decrypted and opened on-line, on the scheduled date after the pre-scheduled time by the bid openers. The bidder will get information regarding the status of their financial bid and ranking of bidder on website.

ADDITIONAL COMMISSIONER
CHENNAI NORTH COMMISSIONERATE

#### **OFFER LETTER-Annexure II**

(On letter pad)

To
The Commissioner of GST & CX,
Chennai North Commissionerate,
26/1 Mahatma Gandhi Road, Nungambakkam,
Chennai – 600 034.

Sir,

## Sub: PROVIDING SKILLED, SEMI SKILLED LABOUR ON CONTRACT BASIS FOR THE DEPARTMENTAL CANTEEN CHENNAI NORTH COMMISSIONERATE, CHENNAI

With reference to your Tender Notice calling for offers for providing 8 skilled, and 7 semi skilled Labour" on contract basis at the office of the Commissioner of GST & CX, 26/1 Mahatma Gandhi Road, Chennai 34, I/We hereby submit my/our offer as follows:-

- a) Technical Bid: Annexures -I, II,III A, III B, IV, VI and Annexure- VII along with EMD of Rs.1,00,000/- by DD No. dt. On & other supporting documents Page No.....to .....) (Cover -I)
- b) Financial Bid: Annexure-V& VII (cover II)
- 2. I hereby undertake to abide by various terms and conditions contained in the tender document.
- 3. I also certify that the details furnished in the bids, various enclosures and other documents are true and correct.

Date: Yours sincerely,

Signature and stamp of the Owner/ bidder/ authorized Signatory with complete Name, Address, Contact No. (s), including Mobile No.(s).

# ANNEXURE - III A TECHNICAL BID

# TENDER FORM FOR PROVIDING SKILLED, SEMI SKILLED LABOUR AT DEPARTMENTAL CANTEEN CHENNAI NORTH COMMISSIONERATE, CHENNAI

1. Name of the Registered Firm/ Company 2. Address of the company (with Tel.No., Fax & E-mail) 3. Status of Ownership (Proprietary/ Partnership/ Company — upload proof) 4. Name & Address of the Partners/ Directors (with Mobile No.) 5. Contact Person (s) (with mobile number) 6. Date of establishment of the firm/company 7. (a) Experience Certificate for providing similar services as in 1,2,2.1 (b) Completion Certificate for value of work as in 1,2,2.2 (upload proof) 8. PAN No. (upload copy) 9. Copies of audited Balance sheet and P/L account For the financial years: 2016-17, 2017-18, & 2018-19 (upload document copies) as in 1,2,4 10. Copies of Income Tax Returns filed for The assessment years 2016-17, 2017-18, & 2018-19 (upload document copies) as in 1,2,4 11. Average Annual Turnover for financial years 2016-17, 2017-18, & 2018-19 (upload document copies) as in 1,2,4 11. Average Annual Turnover for financial years 2016-17, 2017-18, & 2018-19 (upload proof) as in 1,2,9 12. GST Registration No. upload copy of Registration certificate) as in 1,2,9 13. Amount of Service Tax paid during the financial years 2016-17, 2017-18, & 2018-19 (Upload proof) 1,2,10 14. No. of persons omployed during 2018-19 and July 2018: Sept 2018 (Upload proof) as in 1,2,6 15. Details of Registration with PF and ESI authorities (upload copies of remittance slips as in 1,2,5. 16. Details of EMD as in 1,1,3. 17. Declaration as in 1,2,7. 18. Solvency Certificate as in 1,2,8			
E-mail)  3. Status of Ownership (Proprietary/ Partnership/ Company – upload proof)  4. Name & Address of the Partners/ Directors (with Mobile No.)  5. Contact Person (s) (with mobile number)  6. Date of establishment of the firm/company  7. (a) Experience Certificate for providing similar services as in 1,2,1;  (b) Completion Certificate for value of work as in 1,2,2, (upload proof)  8. PAN No. (upload copy)  9. Copies of audited Balance sheet and P/L account For the financial years: 2016-17, 2017-18, & 2018-19 (upload document copies) as in 1,2,4  10. Copies of Income Tax Returns filed for The assessment years 2016-17, 2017-18, & 2018-19 (upload document copies) as in 1,2,4  11. Average Annual Turnover for financial years 2016-17, 2017-18, & 2018-19 certified by a Chartered Accountant (upload copy) as in 1,2,3  12. GST Registration No. upload copy of Registration certificate) as in 1,2,9  13. Amount of Service Tax paid during the financial years 2016-17, 2017-18, & 2018-19 (upload proof) 1,2,10  14. No. of persons employed during 2018-19 and July 2018: Aug 2018: Sept 2018: (Upload proof) as in 1,2,6  15. Details of Registration with PF and ESI authorities (upload copies of Registration) and copies of remittance slips as in 1,2,5.  16. Details of EMD as in 1,13.	1.	Name of the Registered Firm/ Company	:
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	16	Details of EMD as in 1.13.	
18 Solvency Certificate as in 1.2.8	1	7 Declaration as in 1.2.7.	:
	1	8 Solvency Certificate as in 1.2.8	

# **DECLARATION**

I/ we hereby certify that the information furnished above is full and correct to the best of my/ our knowledge. I/ we understand that in case any deviation is found in the above statement

at any stage, the company/firm will be blacklisted and will not have any dealing with the Department in future.

Signature and stamp of the Owner/ bidder/ authorized Signatory with complete Name, Address, Contact No. (s), including Mobile No.(s).

# ANNEXURE-III B TECHNICAL BID

# TENDER FOR PROVIDING SKILLED AND SEMI SKILLED LABOUR ON CONTRACT BASIS FOR THE DEPARTMENTAL CANTEEN CHENNAI NORTH COMMISSIONERATE,

1.	Name	of the	Registered	Firm/	Company	
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2. Address (with Tel. No. & Fax No.)

3. PAN No.

4. Name & Address of the proprietor, Partners/ Directors (with Mobile Number)

S.No	Particulars	Amount (Rs.)	Amount in words (Rupees)
1	Wages per head/day fixed by the Chief Labour Commissioner (Central) as applicable to "Skilled labour"		
2	Wages for 26 days		
3	PF @ 13.00% of SNo.2 - per month/head		
4	ESI @ 4.75@ of SNo.2 - per month /head		
5	Bonus per month/head (as per the Payment of Bonus (Amendment) Act, 2015, section 12		
6	Subtotal (2+3+4+5) per month		

S.No	Particulars	Amount (Rs.)	Amount in words (Rupees)
1	Wages per head/day fixed by the Chief Labour Commissioner (Central) as applicable to "Semi SkilledLabour"		
2	Wages for 26 days		
3	PF @ 13.00% of SNo.2 - per month/head		
4	ESI @ 4.75@ of SNo.2 - per month /head		
5	Bonus per month/head (as per the Payment of Bonus (Amendment) Act, 2015, section 12		
6	Subtotal (2+3+4+5) per month		

#### Date:

Signature and stamp of the Owner/ bidder/ authorized Signatory with complete Name, Address, Contact No.(s), Including Mobile No.(s). (also Indicate the category in which signing, whether on his own behalf of as Power of Attorney/Authorised signatory of the owner)

#### **Annexure-IV**

# OFFICE OF THE COMMISSIONER OF GST & CX, CHENNAI

#### **BIDDER UNDERTAKING**

1.General Description

"Tender for Providing Skilled, Semi skilled and unskilled Labour in the office of The Commissioner of GST & C.Ex at Chennai".

- 2. Earnest Money Rs 1,00,000/-
- 3. Security Deposit

10% of the accepted annual contract value in the form as specified in clause – 1.18 of section -I

4. Period of Contract:

Upto 31.03.2020 from the date of commencement of work.

- 5. Delay in commencement of Service and forfeiture of Earnest Money Deposit& Undertakings by the Bidder
- a) Should this tender be accepted in whole or in Part, I / we here agree:
- to terms and abide and fulfill all conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and/or in default thereof to forfeit and to pay the Commissioner of GST & C.Ex or his successors in office, the sum of money mentioned in the conditions. A sum of Rs.1,00,000/- is hereby forwarded in Demand draft as Earnest Money. If I / we fail to commence the Service Specified in the above memorandum / we agree that the said the Commissioner of GST & C.Ex or his successors in office shall, without prejudice to the Commissioner of GST & C.Ex any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely, otherwise the said Earnest Money shall be retained by him towards security deposit mentioned against Clause 4 of the above mentioned Memorandum.
- b) To execute all the Services referred to there in the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered by the Commissioner of GST & C.Ex .
- c) I/We hereby agree to abide by all terms and conditions laid down in tender Document.
- d) This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
- 6. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other Charges applicable from time to time. I/We will pay the wages to the Personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully & solely responsible for any violation.

Signature and stamp of the Owner/ bidder/ authorized Signatory with complete Name, Address, Contact No. (s), including Mobile No.(s).

# ANNEXURE - V FINANCIAL BID

# TENDER FOR PROVIDING SKILLED, SEMI SKILLED LABOUR ON CONTRACT BASIS FOR CHENNAI NORTH COMMISSIONERATE, CHENNAI

1. Name of the Registered Firm/ Company:

2. Address (with Tel. No. & Fax No.)

3. PAN No. :

4. Name & Address of the proprietor,
Partners/ Directors (with Mobile Number)

S.No	Particulars	Amount (Rs.)	Amount in words (Rupees)
1	Wages per head/day fixed by the Chief Labour Commissioner (Central) as applicable to "Skilled Labour"		
2	Wages for 26 days		
3	PF @ 13.00% of SNo.2 - per month/head		
4	ESI @ 4.75@ of SNo.2 - per month /head		
5	Bonus per month/head (as per the Payment of Bonus (Amendment) Act, 2015,section 12	·	
6	Subtotal (2+3+4+5) per month		
7	Contractor's Service charges per head/month		
8	Total charges per head/month (6+7)*		
9	(Total charges for 8 skilled Labour) – SUB TOTAL - I		
10	Wages per head/day fixed by the Chief Labour Commissioner (Central) as applicable to "Semi-Skilled Labour"		
11	Wages for 26 days		
12	PF @ 13.00% of SNo.2 - per month/head		
13	ESI @ 4.75@ of SNo.2 - per month /head		
14	Bonus per month/head (as per the Payment of Bonus (Amendment) Act, 2015, section 12		
15	Subtotal (11+12+13+14) per month		
16	Contractor's Service charges per head/month		
17	Total charges per head/month (15+16)*		
18	(Total charges for 7 Semi skilled Labour) SUB TOTAL -II		
19	GRAND TOTAL (=SUB TOTAL I+II+) as in S.No. (9+18)		

(Rupees

NOTE:- \*Rate quoted is exclusive of GST

# ANNEXURE-VII PRICE/ FINANCIAL BID DOCUMENT

- (a) Price bid undertaking
- (b) Schedule of price bid in the form of BOQ.xls

<b>PRICE</b>	BID	UNDER	RTAKING
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PRICE BID UNDERTAKING	
From: (Full name and address	of the Bidder)
	<del></del>
To,	
The Principal Commissioner,	
GST &Central Excise,	
Chennai North Commissionera	ate,
Chennai.	
Dear Sir/Madam,	
I submit the Price leaded activities as envisaged	
<ol><li>l have thoroughly exam the Bid document, and agree t</li></ol>	nined and understood all the terms and conditions as contained in o abide by them.
<ol> <li>I offer to work at the rate</li> <li>except GST.</li> </ol>	ates as indicated in the price Bid, inclusive of all applicable taxes
Date:	
v 1 c	Signature and stamp of the Owner/ bidder/ authorized Signatory with complete Name, Address, Contact No.(s), Including Mobile No.(s). (also Indicate the category in which signing, whether on his own behalf of as Power of Attorney/Authorised signatory of the owner)

Yours faithfully

Signature of Authorized Representative

# ANNEXURE -VIII UNDERTAKING BY THE BIDDER

I/We	undertake 	that	my/our has		m M/ <b>blacklisted</b> b	
any Govt. Departme						
2. Isignatory of M/s . declaration and exe			Proprietor/	Partner/Dir	ector/Authorize	ed
3. I have carefully to abide by them.	read and understoo	od all the term ar	d conditions o	of the tende	er and undertak	е
to the best of my kany false informati	n / documents furnion nowledge and belic on / fabricated doc owards prosecution	ef. I/ We, am/are ument would lea	e well aware o d to rejection	of the fact	that furnishing	of
5. I/We understar my/our concern/firr in future.	nd that in case any n/co. shall be black	deviation is fou listed and shall r	nd in the abo not have any c	ve stateme lealing with	ent at any stag n the Departme	e, nt
Date:	S	ignature of the a	uthorized Sigr	natory of th	e firm/	
Place:	(	Company/Organiz	zation			
	(	Office Stamp/Sea	ıl:			

#### **Annexure-VI**

#### 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 enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) by clicking on the link "Online bidder Enrollment" 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.
- 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 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 / 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) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) 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) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) 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 BoQ 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 BoQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) 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.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid
- 10) Summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11) 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.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.