



OFFICE OF THE COMMISSIONER OF GST & CENTRAL EXCISE

माल और सेवा कर और केन्द्रीय उत्पाद शुल्क के आयुक्त का कार्यालय

CHENNAI - OUTER चेन्नई- आउटर न्यूरी टावर्स, सं : I - 2054 .II एवेन्यू : अण्णा नगर :चेन्नै600 040

NEWRY TOWERS : NO. 2054 - I : II AVENUE : ANNA NAGAR : CHENNAI-600 040

LL-044-26142828

TENDER NO.05 /2022-23

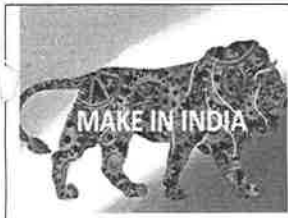
NOTICE INVITING e-TENDER FOR PROVIDING SKILLED ASSISTANTS

The Office of the Commissioner of GST and Central Excise, Chennai Outer Commissionerate, Chennai-40 invites e-tender quotations from reputed Manpower Supply Agencies for providing “**Twenty five (25) Skilled Assistants with Computer knowledge**” on contract basis for Office of the Commissioner of GST and Central Excise, Chennai Outer Commissionerate, NEWRY TOWERS, NO.2054/I, II Avenue, Anna Nagar West, Chennai-600040 for a period of **one year from the date of award of contract**. The rates are to be quoted per month basis and monthly payment would not be over and above the rates quoted. Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app>, www.centralexcisechennai.gov.in or www.cbic.gov.in as 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.

(Issued from file: C.No: GEXCOM/I/22/104/2022-ADMN)

Date: 10.08.2022


(W. PAUL PETER)
ASSISTANT COMMISSIONER



OFFICE OF THE COMMISSIONER OF GST & CENTRAL EXCISE

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**CHENNAI – OUTER : NEWRY TOWERS : NO. 2054 - I : II AVENUE : ANNA NAGAR :
CHENNAI-600 040**

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1. Document Download:

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TIME SCHEDULE OF TENDER

Sl. No	Particulars	Date	Time
1	Tender-publishing date	08.08.2022	16:00hrs
2	Document download start date	08.08.2022	16:00hrs
3	Start date for seeking clarification (on-line)	08.08.2022	16:00hrs
4	Last date for seeking clarification (on-line)	18.08.2022	17:00hrs
5	Bid submission start date	08.08.2022	16:30hrs
6	Bid submission last date	30.08.2022	17:00hrs
7	Tender opening date(Qualifying Bid)	01.09.2022	16.00hrs

2.Bid Submission:

i. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor are advised to follow the instructions “Instructions to Bidder for Online Bid Submission” provided in the Annexure-VI for online submission of bid.

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 or more service provider 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 parties liable for rejection.

4. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with this Office.

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

6. The rates shall be quoted in Indian Rupees only.

7. The rates will be inclusive of all taxes (except GST), fees, levies, etc. and any revision in the statutory taxes, fees, etc. will be the responsibility of the Bidder.

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

9. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

For further details, **Smt. JOTHI CHANDRAN, Chief Accounts Officer** may be contacted at 044-26142814.

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.


(JOTHI CHANDRAN)
CHIEF ACCOUNTS OFFICER

Copy to:

1. The PRO, Chennai North/South to put up on the Notice Board.
2. The Superintendent of GST & Central Excise, Computers, Chennai North to upload in official website.

Annexure-I

Terms & Conditions

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

1.1. Scope of Tender

1.1.1 The Commissioner, GST & CX, Chennai Outer, (hereinafter referred to as the Buyer), invites e-tenders/Bids for **“Providing services of Skilled Assistants”** for its office located at Anna Nagar West, Chennai-600 040. ” as defined in the tender documents (hereinafter referred to as the “Service”).

1.1.2 Duration of the Contract:

The Contract period is from period of **one year from the date of award of contract**. The contract is extendable at the same terms and conditions and at the same rates by one more year subject to providing of services to the satisfaction of buyer, at the sole discretion of the buyer.

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 3 years i.e. since 2019-20.

[Mode of Proof: Copies of the Work Completion certificate for the three years period to be uploaded along with bid document]. “Similar Service Contract” means contract for providing skilled manpower 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 3 years i.e. since 2019-20:

- a) At least One Service contract of similar nature valued at Rs. 50 Lakh
- b) At least Two Service contracts of similar nature each valued at Rs. 30 Lakh OR
- c) At least Three Service contracts of similar nature each valued at Rs. 20 Lakh.

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

1.2.3 Turnover:

The Bidder should have an average annual turnover of at least Rs. 1 Cr. during the last 3 financial years i.e. 2019-2020, 2020-21 & 2021-22.

[Mode of Proof: Average Annual turnover certificate duly certified by Chartered Accountant to be uploaded along with 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 2018-19, 2019-20 & 2020-21 and should not have incurred any loss during the F.Y. 2018-19, 2019-20 & 2020-21.

[Mode of Proof: Copy of the PAN Card and ITRs of above three assessment years and Balance sheet/ Profit & Loss accounts for the above three financial years to be uploaded along with 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 the Receipts for the remittances made during the last 6 months (Jan 2022 to June 2022) and declaration to this effect to be uploaded along with bid document]

1.2.6 The bidder should have not less than 250 personnel on their rolls during the financial year 2021-22. from Jan 2022 up to the month of June 2022.

[Mode of Proof: Copies of statutory remittances made/returns filed during the financial year 2021-22 (Jan 2022 to June 2022) and a declaration to this effect to be uploaded along with bid document]

1.2.7 Should not have been terminated/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. 2021-22 for an amount not less than Rs.50 lakhs 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 Service tax/GST should have been paid during the F.Y. 2019-20, 2020-2021 & 2021-22 (copies of returns filed with the concern 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 (i.e) 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 Performa 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 & CX 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 & CX, Chennai Outer 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 & CX 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 & CX Chennai Outer 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 up to 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, VI & VIII with necessary enclosures

(ii) Cover II (Financial Bid)

- a) Scanned copy of financial bid undertaking (Annexure-VII)
- b) Scanned copy of Financial Bid (Annexure-V)
- 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 01.09.2022 at 16.00 hours at Office of The Commissioner of GST & Central Excise, Chennai Outer Commissionerate, Chennai-40**. 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 & CX 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 Commissioner of GST & CX, Chennai Outer 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 skilled assistants services at GST & CX, 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 fixed by appropriate authority, ESI to be calculated as per rule 51 of ESI (Central) rules 1950 to be rounded off to the next higher rupee, 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 Labor Commissioner (Central) as applicable to "Skilled and Clerical" should be paid by the contractor. The highest of the applicable wages rates (where multiple rates are available for skilled and Clerical) should be paid by the contractor.

1.11.5 Whenever Minimum wages is revised by the respective Labor authorities, it shall be the duty of the contractor to immediately pay such revised minimum wages to the contract personnel deployed and bill may be submitted accordingly for payment by this office.

1.11.6 If a firm quotes "NIL" charges/consideration over & above the minimum wages, the bid shall be treated as unresponsive and will not be considered.

1.12. Tender Validity

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 favor of **“PAY AND ACCOUNTS OFFICER, CENTRAL EXCISE, CHENNAI.”** payable at Chennai and shall be submitted in person to the Administrative Officer (Admn), Chennai Outer Commissionerate **on or before the bid submission last date i.e. 30.08.2022 before 17:00 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 & CX, CHENNAI OUTER, NEWRY TOWERS, 2054/1, II AVENUE, ANNA NAGAR, CHENNAI 600040”, at **16:00 hours on 01.09.2022.** 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 Commissioner of GST & CX 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 & CX, 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 & CX. 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 & CX 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 and 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 sub-totals, 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 & CX 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 & CX, the Bidder shall furnish a Security Deposit at the rate of **3% of the annual contract value** in the form of a Bank guarantee from any nationalized bank at Chennai. If the bidder fails to submit the Security deposit to the Commissioner of GST & CX within the stipulated time, the Commissioner of GST & CX 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 Commissioner of GST & CX 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 & CX 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 & CX. This shall be in addition to any other action/penalty taken by the 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 & CX 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 & CX (or) fail to furnish the security deposit within the prescribed time, the Commissioner of GST & CX 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 & CX. The **period contract is of one year from the date of award of contract.**

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 skilled assistants should be deployed in general shifts between 09.30 am and 06.00 pm, Monday through 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 skilled assistants should be provided with photo ID cards by the contractor at his cost. Penalty may be imposed by the Commissioner of GST & CX 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 office of the PRO, Chennai Outer Commissionerate and copy of the same shall be provided along with the monthly bill to the office of the Commissioner of GST & CX on the 1st 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 & CX before posting them and intimate the PRO, Chennai Commissionerate of any changes thereof within 24-hours of the same. The Commissioner of GST & CX 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 PRO, Chennai Outer Commissionerate, within 15 days from the date of commencement of work.

2.2 Statutory / Labor Legislations / Labor 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 & CX 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 & CX and concerned authorities immediately of any serious or fatal accident.

2.2.2 The skilled assistants provided 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 & CX 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 Labor (Regulation & Abolition Act 1970), Payment of Bonus Act and all other labor 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 & CX, 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 & CX, to the Labor department (Central).

2.2.5 The Commissioner of GST & CX shall not bear any damage / claim of any nature of the skilled assistants 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 & CX 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 Labor Commissioner (Central) as applicable to "Skilled" & "Clerical" Assistants 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 not 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 & CX works, and the same is required to be submitted to The Commissioner of GST & CX 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 & CX 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 assistants 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 & CX, 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 & CX may issue from time to time and which have been mutually agreed upon between the two parties.

2.3.3. The 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 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

2.3.4 Sub-contracting of the work of any sort will not be allowed.

2.3.5 The agreed number of 25 skilled assistants 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 the 1st of 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 & CX, 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 & CX, to the satisfaction of The Commissioner of GST & CX. No Interest is payable by The Commissioner of GST & CX 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 & CX. 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 & CX to submit the proof of remittance for his employee towards the payment of statutory norms as applicable to The Commissioner of GST & CX. If the contractor fails to submit the proof of remittance the payment towards the service will be stopped until the contractor submits required documents. Further, the contractor should remit the payment to his employees promptly before 7th of every month.

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 assistants absent on that particular day may be levied by The Commissioner of GST & CX 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 of 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 Commissioner of GST & CX 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 & CX 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 & CX 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 & CX shall have the right to have any skilled assistant removed in case of tenable complaints from Officer /Staff or as decided by representative of The Commissioner of GST & CX, 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 & CX. The contractor shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by this department, failing which 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 & CX, shall be imposed.

2.5.6. That in the event of any loss, theft or robbery inside the office of The Commissioner of GST & CX 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 & CX, which would be established after an enquiry conducted by The Commissioner of GST & CX, the said loss can be claimed from the contractor up to the value of the loss. The decision of The Commissioner of GST & CX 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 & CX has the right to impose any penalty as decided by The Commissioner of GST & CX.

2.5.8. The contractor shall ensure that its personnel shall not at any time, without the consent of The Commissioner of GST & Central Excise engage themselves 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 Commissioner of GST & CX. 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 ASSISTANTS


3.1. Qualification

3.1.1 The Skilled Assistants provided should have a minimum qualification of Graduation level preferably in Commerce discipline with good knowledge of English, excellent communication skills with computer knowledge with capacity to type 70 key strokes per minute and should be good in data processing work with well-versed working knowledge in MS Office, Ms. Excel / Webpage and aptitude in assisting the officials in all types of office related work.

3.1.2 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 assistants deployed to the satisfaction of the concerned authorities.

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.


(JOTHI CHANDRAN)
CHIEF ACCOUNTS OFFICER
CHENNAI OUTER COMMISSIONERATE

OFFER LETTER-(Annexure II)

(On letter pad)

To
The Commissioner of GST & CX,
Chennai Outer Commissionerate,
Newry Towers, 2054-I, II Avenue, Anna Nagar,
Chennai - 600 040.

Sir,

**Sub: PROVIDING SKILLED ASSISTANTS ON CONTRACT BASIS
FOR CHENNAI OUTER COMMISSIONERATE, CHENNAI**

Ref. No.: GEXCOM/I/22/104/2022-Admn

dated: .08.2022

With reference to your Tender Notice calling for offers for providing **Twenty Five (25)** "**Skilled Assistants**" with Computer knowledge on contract basis at the office of the Commissioner of GST & CX, Newry Towers, 2054-I, II Avenue, Anna Nagar, Chennai 40, 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 ASSISTANTS AT
CHENNAI OUTER COMMISSIONERATE, CHENNAI

1.	Name of the Registered Firm/ Company	:	
2.	Address of the company (with Tel. No., Fax & E-mail)	:	
3.	Chennai address of the company (with Tel. No., Fax & E-mail)	:	
4.	Status of Ownership (Proprietary / Partnership/ Company – upload proof)	:	
5.	Name & Address of the Partners/ Directors (with Mobile No.)	:	
6.	Contact Person (s) (with mobile number)	:	
7.	Date of establishment of the firm/company	:	
8.	(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)	:	
9.	PAN No.(upload copy)	:	
10.	Copies of audited Balance sheet and P/L account For the financial years : 2018-19 2019-20: 2020-21: 2021-22: (upload document copies) as in 1.2.4	:	
11.	Copies of Income Tax Returns filed for The assessment years : 2018-19: 2019-20: 2020-21: (upload document copies) as in 1.2.4	:	
12.	Average Annual Turnover for financial years 2018-19: 2019-20: 2020-21: 2021-22: certified by a Chartered Accountant (upload copy) as in 1.2.3	:	
13.	GST Registration No. upload copy of Registration certificate) as in 1.2.9	:	
14.	Amount of Service Tax/GST paid during the financial years 2018-19: 2019-20: 2020-21: 2021-22: (Upload proof) 1.2.10	:	
15.	No. of persons employed during 2021-22 and April 2022 to June 2022: (Upload proof) as in 1.2.6	:	
16.	Details of Registration with PF and ESI authorities (upload copies of Registration) and copies of remittance slip as in 1.2.5.	:	
17.	Details of EMD as in 1.13.	:	
18.	Declaration as in 1.2.7.	:	
19.	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. It is certified that all the terms and conditions stipulated in the Tender document is acceptable.

Date:

Place:

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

(All details & relevant copies have to be filled and signed copy has to be scanned and uploaded online as part of Technical Bid Envelope)

ANNEXURE-III B
TECHNICAL BID

Tender No. 05 /2022-23

GEXCOM/I/22/104/2022-Admn

**TENDER FOR PROVIDING SKILLED ASSISTANTS ON CONTRACT BASIS
FOR CHENNAI OUTER 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 Labor Commissioner (Central) as applicable to "Skilled and Clerical"		
2	Wages for 26 days		
3	PF @ 13% of S. No.2 - per month/head		
4	ESI @ 3.25 % of S.No.2 - per month /head		
5	Bonus 8.33% 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/Authorized signatory of the owner)

Annexure-IV

OFFICE OF THE COMMISSIONER OF GST & CX, CHENNAI OUTER

BIDDER UNDERTAKING

1. General Description

“Tender for Providing Skilled Assistants in the office of The Commissioner of GST & CX at Chennai”.

2. Earnest Money Rs 1,00,000/-

3. Security Deposit

3% of the accepted annual contract value in the form as specified in clause – 1.18 of section -I

4. Period of Contract:

One year from the date of award of contract.

[The contract is extendable at the same terms and conditions by one year or more years subject to providing of services to the satisfaction of the Commissioner of GST & CX, at the option of the Commissioner of GST & CX, Chennai Outer]

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 & CX 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 & CX or his successors in office shall, without prejudice to the Commissioner of GST & CX 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 & CX.

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 to abide by the said terms and conditions.

6. I/We abide by the provisions of Minimum Wages Act, Contract Labor 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.

Date:

Place:

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 No. 05/2022-23

GEXCOM/I/22/104/2022-Admn

dated .08.2022

**TENDER FOR PROVIDING SKILLED ASSISTANTS ON CONTRACT BASIS
FOR CHENNAI OUTER 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 Labor Commissioner (Central) as applicable to "Skilled and Clerical"		
2	Wages for 26 days		
3	PF @ 13% of S.No.2 - per month/head		
4	ESI @ 3.25% of S.No.2 - per month /head		
5	Bonus 8.33% 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 25 skilled Assistants		

(Rupees:

NOTE:-

***Rate quoted is exclusive of GST.**

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/Authorized signatory of the owner)

ANNEXURE-VI

PRICE/ FINANCIAL BID DOCUMENT

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

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder) _____

To _____

The Commissioner,
GST & Central Excise,
Chennai Outer Commissionerate,
Chennai-40.

Dear Sir/Madam,

I submit the Price Bid for _____ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes **except GST.**

Yours faithfully,

Signature of Authorized Representative

ANNEXURE -VII

UNDERTAKING BY THE BIDDER

I/We undertake that my/our firm M/s
.....has not been **blacklisted** by any Govt.
Department/Public Sector Undertaking/Autonomous Body.

2. I Son/Daughter/Wife of
Shri..... Proprietor/Partner/Director/Authorized
signatory of M/s am competent to sign this
declaration and execute this tender document.

3. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them.

4. The information / documents furnished along with the above application are true and
correct to the best of my knowledge and belief. I/ We, am/are well aware of the fact that
furnishing of any false information / fabricated document would lead to rejection of my tender
at any stage besides liabilities towards prosecution under appropriate law.

5. I/We understand that in case any deviation is found in the above statement at any stage,
my/our concern/firm/co. shall be blacklisted and shall not have any dealing with the
Department in future.

Date:
Place:

Signature of the authorized Signatory of the firm/
Company/Organization
Office Stamp/Seal:

Annexure-VIII

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: <https://eprocure.gov.in/eprocure/app>) 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.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC 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.

Bid Security Declaration Form

Tender Ref No.: _____

<Letterhead of the bidder>
<Date>

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

- (1) I/We understand that bids must be supported by a Bid Securing Declaration.
- (2) I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years from the dated of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn / modified / amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or
 - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.
 - c) have found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or
 - d) have quoted different amount in words and figures and did not accept that the amount in words prevails over amount in figure.
- (3) I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)
Name: (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)

(Note: In case of consortium, the Bid Security Declaration must be in the name of all partners to the consortium that submits the bid)