GOVERNMENT OF INDIA
MINISTRY OF FINANCE
OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE CUSTOMS & SERVICE TAX
COCHIN COMMISSIONERATE
C.R. BUILDING, I.S PRESS ROAD, KOCHI-682018.

C.No.I/22/28/2014- PRO **Date: 07.10.2014**

NOTICE

INVITATION OF TENDER FOR OUTSOURCING OF SERVICES RELATED TO DEPARTMENTAL CANTEEN FROM SERVICE PROVIDER AGENCIES / FIRMS

1. Sealed tenders in conformity with the tender call notice are invited from the service provider Agencies / Firms having good track records, adequate manpower and relevant experience for outsource of services related to departmental canteen by providing unskilled labourers to carry out the canteen related work of the Central Excise Departmental Canteen. The service providers should have local offices at Cochin to ensure satisfactory fulfillment of contractual obligations.

2. The manpower so deployed to carry out the service would be required to help in preparing and serving of food in the canteen which caters food for more than 300 Officers / staffs daily. They should be able do all the menial works and be able to keep the canteen and premises clean and hygiene.

3. The tender can be obtained from the website of Central Excise, Customs & Service Tax, Cochin Portal www.cenexcisekochi.gov.in or you may obtain the same from the PRO section of the office of the Commissioner of Central Excise, Customs & Service Tax, Hqrs. office, I.S.Press Road, Cochin- 682 018.

4. The tender should be submitted in the prescribed format viz. Annexure I & II attached to the call letter, duly filled (should contain the rates at which manpower will be provided) with all relevant documents to substantiate the same. The tender should be submitted in the sealed cover superscribed "Tender for outsourcing of the services related to departmental Canteen" and sent by post or hand delivered latest by 11 AM of 13th October 2014. The Bids shall be opened on the same day (i.e., on 13.10.2014) at 03.00 P.M. in the presence of Tender Evaluation Committee. In the event of office being closed on the last date of receipt or opening of bid as specified, the bid will be received / opened on the next working day at the same time and venue.

5. Tenders received after due date and time will be summarily rejected. Incomplete and conditional tenders shall not be accepted.

6. The Tender Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria and only those found fit will be considered.

7. The bidders may submit copies (if any) of the valid Registration Certificate, EPF Registration, ESI Registration, PAN Card and up to date Service Tax clearance certificate along-with the bid documents.

8. Submission of more than one tender paper by a tenderer for a particular work will render the bid liable for rejection.

9. The rates for category of manpower that may be required for the proposed services shall not be less than the rates of minimum wages (unskilled workers) prescribed by the Government from time to time under contract labour (R&A) Act-1970 and the Minimum Wages Act 1948.

10. Adherence to Labour Laws / Rules: The firm / contract shall comply with all Labour Laws, Rules and Acts in relation to its employees and ensure payment of minimum wages to the personnel engaged on outsourcing basis as per the notifications issued by Government of Kerala from time to time in compliance with the provision of Minimum Wages Act and the Contract Labour (Regulation & Abolition) Act, 1970. The payment of wages will be on submission of a copy of the Acquaintance Roll of each contract worker to the Department.

11. The rate of wages, statutory dues and other allowances etc under the labour law and other laws payable by the employer (the bidder) shall be the sole liability of the employer only.

12. The bidders are required to quote (in Annexure –I) their rates both in words and figures and put their signature; they should also sign on any overwriting or any correction made in the tendered rate. The rates filled in figure only and not in words shall be liable for rejection.

13. RIGHT TO ACCEPT OR REJECT TENDERS:

A. The tender is liable to be rejected, inter-alia:

a) If it is not in conformity with the instructions mentioned in the tender paper.

b) if it is not properly signed by the bidder.

c) If it is received by Fax.

d) if it is received after the expiry of the due date and time.

e) If it is not accompanied by the requisite documents.

B. This office reserves the right to:

a) Accept / Reject any of the tender in full or part thereof.
b) Revise the requirement of manpower at the time of placing the order.
c) Modify, relax or waive any of the conditions stipulated in the tender specification, wherever deemed necessary.
d) Reject any or all the tenders in part or full without assigning any reason thereof.
e) Award contracts to one or more bidders for the items covered by the tender.

14. <u>SCOPE OF WORK</u>: **To provide services related to departmental canteen by providing manpower (unskilled workers - 8 Nos.) to help to cook and serve food and to assist in maintenance of cleanliness and upkeep of the canteen and premises in the departmental Canteen in all working days from 08.00 A.M. to 04.00 P.M. for the period of contract i.e., from 15.10.2014 to 31.03.2015.**

GENERAL CONDITIONS OF CONTRACT

1. The manpower will have to be supplied by the agency within ONE WEEK of award of contract.

2. The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous, work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and , will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

3. The service provider shall engage necessary persons, as required by this office from time to time. The deployment of personnel is to be on monthly basis (only on working days). The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any Rules including and weekly off days, as per Labour Laws.

4. There is no Master and Servant relationship between the employees of the service provider and this office.

5. The service provider's person shall not claim any benefit / compensation / absorption / regularization of services from/ in this office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970 or any other law. Undertaking from the persons to this effect shall be submitted by the service provider to this Department.

6. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, security arrangements and administrative / organizational matters as of confidential /secret nature.

7. The service provider's personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Superintendent (PRO) on any matter arising under the clause shall be final and binding on the agency.

8. That the persons engaged shall not be below the age of 18 years they shall not interfere with the duties of the employees of this office.

9. The functional control over the personnel deployed by the Agency will rest with this Department and the disciplinary /administrative /Technical control will be with the Agency.

10. This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may he incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

11. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.

12. The agency will be wholly and exclusively responsible for payment of wages to the Persons engaged by it in compliance of all the statutory obligations under all related legislations as

applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act etc. and this office shall not incur an liability or any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will be required to provide particulars or EPF & ESI of its employees engaged in this office. The Agency will comply with all statutory provisions of law, rules and regulations of Act and keep this Office infirmed about any amendment in the law from time to time.

13. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.

14. The service provider will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month. The payment will be released within a month from the date of submission of claim, complete in all respects such as dated Acquaintance roll, certificate given by the Superintendent (PRO) regarding attendance. Tax if any, shall be deducted at source as per the relevant Act. This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

15. Payments to the service provider would be strictly on the basis of certification by the Officer with whom the personnel is attached that his services are satisfactory and attendance as per the bill preferred by the service provider.

16. No wage/remuneration will be paid to deployed persons for the days of absence from duty.

17. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.

18. The service provider shall provide a substitute well in advance if there is any probability of any person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

19. The service provider shall be contactable at all times and messages sent by phone / email / fax / special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Department in fulfillment of the contract from time to time.

20. This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicle of the personnel of the service provider.

21. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees /agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office filly indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.

22. The service provider shall engage the necessary person(s) as required by the Department from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary and other dues every month and thereafter claim reimbursement from the Department.

23. Working hours would be normally 8 hours per day from 08.00 a.m. to 04.00 P.M. including half hour lunch break during working days. However, the concemed person may have to work beyond office hours, if there is any urgency. The persons deployed shall be punctual and shall abide by the directions of the Department in this regard.

24. The personnel may be called on Saturday, Sunday and other gazetted holidays, if required, for which they will be paid extra as per the approved rates.

26. Escalation clause will not be accepted on any grounds during the period the contract is in force.

29. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided to the agency by the Department,

30. The successful bidder will enter into agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions on Rs. 100/- non judicial stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of 5 months and 15 days commencing from the deployment of personnel to this Department (i.e., 15.10.2014 to 31.03.2015) and shall continue to be in force in the same manner, unless terminated in writing. The service charges /rates quoted by the agency shall be fixed for the contract period and no request for any change / modification shall be entertained before expiry of the contract period. Any statutory increase in wages/DA etc. is to be absorbed by the service provider. The contract/agreement is extendable by one more year subject to satisfactory performance of the agency and such amendments as mutually agreed to.

31. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

32. The agreement. can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Service Provider from the office shall be forfeited.

33. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. in case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

34. Any dispute arising out of the contract shall be settled within the jurisdiction of Cochin.

35. The bidders shall have to obtain the required license from the licensing authority of respective Department /Circle /Division /Other units before deployment of personnel in this office.

36. This office reserves the right to reject any or all the tenders without assigning any reason whatsoever and the decision of the department shall be final and binding on all the bidders.

7/10/14

(RUCHIN GUPTA)
JOINT COMMISSIONER (PREV.)

UNDERTAKING BY THE BIDDER

This is to certify that I / we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself / ourselves to abide by them.

Signature of the Tenderer with Seal
Name:
Designation:
Address:
Phone NO.

Annexure -I

INVITATION OF TENDER FOR OUTSOURCING THE SERVICES OF UNSKILLED WORKERS FOR DEPARTMENTAL CANTEEN (IN THE OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE, CUSTOMS & SERVICE TAX, COCHIN COMMISSIONERATE, C.R.BUILDING, I.S.PRESS ROAD, COCHIN- 682 017) **FROM SERVICE PROVIDER AGENCIES / FIRMS FOR THE PERIOD FROM 15.10.2014 TO 31.03.2015**

SL.NO.		DETAILS OF THE SERVICE PROVIDER
1.	Name of Tendering Company /Firm / Agency	
2.	Name of Proprietor / Director of Company / Firm / Agency	
3.	Full Address of Registered Office with Telephone No. Fax and E-Mail	
4.	Full Address of Operating / Branch Office with telephone No., FAX and E-mail with name of Contact Person (s) and Mobile No.	
5.	Banker of Company/ Firm / Agency with Full Address and mention Account No. also	
6.	PAN NO.	
7.	Provident Fund Number / ESI Regn. No. allotted by Regional Provident Fund Office, if any	
8.	Length of experience in the field (Experience Certificate)	
9.	Copy of Registration Certificate with Service Tax Department	
10.	I / We quote the rate for the 8 nos. of labourer per working day (unskilled workers) to be supplied.	

I/ We accept all the terms and conditions of your Tender Notice. Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provision and rules as applicable. The above rate is inclusive of service Tax or any other tax payable to the Government.

Date:
Place:

Signature of authorized person
Full name

Annexure -II

DECLARATION

1. I, son of Shri. , authorized signatory of the company / Agency / Firm, mentioned above, is competent to sign this declaration and execute this tender document.

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

3. The information / documents furnished along with the above application are true and authentic 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.

Date :
Place:

Signature of authorized person
Full name