भारत सरकार GOVERNMENT OF INDIA
वित्त मंत्रालय MINISTRY OF FINANCE
राजस्व विभाग DEPARTMENT OF REVENUE
केन्द्रीय कर और केन्द्रीय उत्पादशुल्क उप आयुक्त का कार्यालय
OFFICE OF THE DEPUTY COMMISSIONER
OF CENTRAL TAX & CENTRAL EXCISE
एर्णाकुलम मण्डल ERNAKULAM DIVISION
सेंट्रल एक्साइज़ भवन CENTRAL EXCISE BHAVAN
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C.No.I/22/1/2018 Admn **Date: 20.02.2020**

NOTICE INVITING TENDER (NIT) (RE-TENDER)

Sub: Invitation of tender for outsourcing of services related to departmental canteen from service provider agencies / firms-Reg.

The Assistant Commissioner of Central Tax and Central Excise, Ernakulam Division invites Bids/Quotations from Service Provider firms having good track record, adequate manpower and relevant experience for hiring of their services related to "Departmental Canteen" by providing unskilled labourers to carry out the canteen related work of the **Departmental Canteen at the Office of the Asst Commissioner of Central Tax & Central Excise, Central Excise Bhavan, Kathrikadavu, Kochi-17.** The tender process will be as per the following schedule**.**

S No	Activity description	Schedule
1.	Sale of Tender Document	From 21.02.2020 to 12.03.2020, Tender document can be downloaded from the Central Public Procurement Portal (CPPP) website **https://eprocure.gov.in/eprocure/app**
2.	Date and time of Tender Notice issuance	21.02.2020 & 10.00 AM
3.	Last date and Time for bid/proposal submission(on or before)	12.03.2020 & 05.00 PM
4.	Bid opening Time & Date	16.03.2020 & 11.00 AM
5.	Period of Hiring	01.04.2020 to 31.03.2021

2. The manpower so deployed to carry out the service would be required to help in preparing and serving of food in the Departmental Canteen which caters food for more than 100 officers/staffs daily. They should be able to do all the works and be able to keep the canteen and premises clean and hygienic.

3. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website **http://eprocure.gov.in/eprocure/app**. The portal enrolment is free of cost. Interested bidders may submit their quotation online on **http://eprocure.gov.in/eprocure/app** as per the tender document in the website **http://eprocure.gov.in/eprocure/app**. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website.

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 tenderer is liable to be banned**.**

5. The tender shall be submitted online in two parts viz. **Technical Bid** and **Financial Bid**. 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. In the Financial Bid, the details of Bonus to be paid as per Bonus Act 1965 to be shown. All the details should be strictly provided as per the enclosed proforma and all columns should be filled in. Any other charges made should be specifically indicated. The offers submitted by **Telegram/Fax/email etc**. shall not be considered. No correspondence will be entertained in this matter.

6. Interested service providers are advised to visit CPPP website **https://eprocure.gov.in/eprocure/app** regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

7. In the event of any of the above-mentioned dates being subsequently declared as a holiday /closed day for this office, the tenders will be opened on the next working day at the scheduled time.

8. The bids, complete in all respects should be submitted only through the Government e-procurement portal **https://eprocure.gov.in/eprocure/app** on or before **05:00 PM on 12.03.2020.** Offers received beyond the specified date/ time shall not be entertained.

Enclosures:

1.	**Terms & Conditions**	**-**	**Annexure I**
2.	**Technical Bid**	**-**	**Annexure II**
3.	**Financial Bid (Proforma for quoting rates)**	**-**	**Annexure III**
4.	**Instructions for online bid submission**	**-**	**Annexure IV**

9. Contractors, Firms, Agencies interested in taking up this work may submit the details as in **Annexure-I, II and III**. The service providers will be shortlisted on the basis of their technical competency after opening of Technical Bids and only after ascertaining their technical competency and fulfillment of the same the financial bids would be opened. **Technical Bids will be opened at 11.00 AM on 16.03.2020 and Financial Bids of only those bidders who are technically qualified will be opened subsequently.** Incomplete bid documents shall be summarily rejected.

10. Tenders received after due date and time will be summarily rejected. Incomplete and conditional tenders shall not be accepted. Tenders received without particulars of the EMD shall also be rejected.

11. The successful bidder shall execute a performance guarantee to the tune of 5% of the total contract value. The performance security may be furnished in the form of Fixed Deposit receipt or Bank Guarantee from a Commercial Bank. The performance security should remain valid for a period of **60(sixty)** days beyond the date of completion of contract obligation.

12. 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.

13. The bidders may submit copies (if any) of the valid GST Registration Certificate, EPF Registration, ESI Registration, PAN Card, etc. and up to date payment particulars of GST along-with the bid documents.

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

15. The rates for the category of manpower that may be required for the proposed services shall not be less than the rates of minimum wages of Rs.503/- (unskilled workers) prescribed by the Government from time to time under Contract Labour (R&A) Act, 1970 and the Minimum Wages Act, 1948.

16. Adherence to Labour Laws/Rules: The firm/contractor 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, 1948 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.

17. The rate of wages, statutory dues like **bonus** etc. 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.

18. The bidders are required to quote (**in Annexure–III and BOQ**) 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, which are filled in figures only, and not in words, shall be liable for rejection.

19. The department reserves the right to reject the tender in cases where it not in conformity with the instructions mentioned in the tender paper, received after the expiry of the due date and time and not accompanied by the requisite documents.

20. The department also reserves the right to Accept/Reject any of the tender in full or part thereof without assigning any reason, revise the requirement of manpower at the time of placing the order, modify, relax or waive any of the conditions stipulated in the tender specification, wherever deemed necessary and award contracts to one or more bidders for the items covered by the tender.

Encl: As above.

(जयकांत सी. वी./ JAYAKANTH C. V.)
सहायक आयुक्त/ ASSISTANT COMMISSIONER

SCOPE OF WORK: **To provide services related to Departmental canteen catering to 100 persons by providing manpower (unskilled workers-5 Nos) to help cook and serve food and to assist in maintenance of cleanliness and upkeep of the Departmental canteen on all working days from 08.00 A.M. to 04.00 P.M. for the period of contract i.e. One year.**

(जयकांत सी. वी./ JAYAKANTH C. V.)
सहायक आयुक्त/ ASSISTANT COMMISSIONER

ANNEXURE –I

GENERAL CONDITIONS OF CONTRACT

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 on 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 violation 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 personnel 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 Assistant Commissioner, as Chairman of the canteen Committee on any matter arising under the clause shall be final and binding on the agency.

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

8. 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.

9. 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.

10. 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.

11. 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 any 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 of 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 informed about any amendment in the law from time to time.

12. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan-masala, smoking and loitering without work.

13. 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 acquittance roll, certificate given by the Canteen Secretary regarding attendance, etc. 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 the same to this office. The agency shall fully indemnify against any damage caused by the 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.

21. 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.

22. Working hours would be normally 8 hours per day from 07.30 a.m. to 04.00

P.M. including half an hour lunch break during working days. However, the concerned 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.

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

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

25. 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.

26. 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. 200/- non judicial stamp paper. The above stamp paper shall be arranged by the bidder for execution of agreement. The agreement will be valid for a period of 12 months commencing from the deployment of personnel to this Department 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 2 months subject to satisfactory performance of the agency and such amendments as mutually agreed upon.

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

29. 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.

30. 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 of the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

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

32. 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.

33. 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.

(जयकांत सी. वी./ JAYAKANTH C. V.)
सहायक आयुक्त/ ASSISTANT COMMISSIONER

ANNEXURE-II

TECHNICAL BID

FOR OUTSOURCING THE SERVICES OF UNSKILLED WORKERS FOR DEPARTMENTAL CANTEEN AT CENTRAL TAX AND CENTRAL EXCISE, ERNAKULAM DIVISION

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. (Copy to be enclosed)	
7.	EPF Regn.No. (Copy to be enclosed)	
8.	ESI Regn.No. (Copy to be enclosed)	
9.	Labour Licence No. (Copy to be enclosed)	
10.	GST Regn.No. (Copy to be enclosed)	

11.	Details of experience in the field (Enclose Experience Certificate)	
12.	Whether the firm is blacklisted by any Govt.Deptt. or any criminal case is registered against the firm or its owners/partners/directors anywhere in India(if no, a certificate is to be attached in this regard)	
13.	Details of EMD. i) Amount ii) Draft No. iii) Date iv) Issuing Bank	

I/ We hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, I/ we will be blacklisted and will not have any dealing with this Department in future.

Date: Signature of the bidder with
Place: Name/designation, contact No. & Seal

UNDERTAKING (Part of Annexure –II)

1. I/We undertake that I/We have carefully studied all the terms and conditions of contract as indicated in Annexure-I and understood the parameters of the proposed work and shall abide by them.
2. I/We hereby certify that none of my relative (s) is/are employed in the Central Tax and Central Excise, Ernakulam Division Central Excise Bhavan, Kathrikadavu, Kochi-17 or in field formations of Customs & Central Tax and Central Excise, Kochi.
3. I/We further undertake that the information given in this tender are true and correct in all respect.

Signature of Authorized person with date: _____

Name & full address: _____

Telephone No: Office: Mobile:

Residence:

Email:

Seal_____

Annexure -III

FINANCIAL BID

To

The Assistant Commissioner,
Central Tax and Central Excise,
Ernakulam Division,
C.Ex. Bhavan, Cochin – 682017.

Sub: Quotation for award of contract for providing the services of Departmental Canteen - Reg

Sir,

With reference to your tender published in..... on..... on the subject mentioned above, I/We quote the rate for above mentioned work as under:

Particulars (All fields are mandatory)	**Rate (in words and figures)**
Monthly Wages per person deployed	**Rs**
ESI	
Employer's contribution	**Rs**
Employee's contribution	Rs
P F	
Employer's contribution	**Rs**
Employee's contribution	Rs
GST liabilities	Rs
Service Charges per person per month demanded: Rs.	
Bonus (as per regulations)	**Rs**
Any other charges (Pl. indicate)	Rs.
Total	**Rs:**

Rate per duty for attending office on holidays Rs.

Overtime Rate per hour Rs.

Total

Rs.

Any other points to be mentioned:

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

Yours faithfully,

(Authorised Signatory)
(with name/designation, Contact. No. & Seal)

Annexure IV

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 openers 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 summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) 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.