

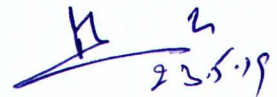
**CUSTOMS, EXCISE AND SERVICE TAX APPELLATE TRIBUNAL
WEST BLOCK-2, R.K.PURAM, NEW DELHI-110066**

Date:-19/05/2019

Tender Notice

Sealed tenders are invited under two bid system i.e **Technical Bid and Financial Bid** from the reputed experienced and financially sound Manpower companies Firm/ Agencies for providing 3 nos skilled Multi-tasking Personnel (MTS) (Matriculation) in this office for a period of one(1) Year.

The interested companies/firms/Agencies can submit the tender documents complete in all respect along with Earnest Money Deposit(EMD) of Rs.20000/- and other requisite documents and deposit the same to the undersigned. The Last date of receipt of tender is 10/06/2019 at 15.00 hrs. The tender will be opened on the same day i.e 10th June 2019 at 17.00 hrs.



(Mukesh Gupta)
Assistant Registrar

Scope of Work and General Instructions for Tenderers

1. The CESTAT is located at west block no.2, R K Puram, New Delhi-66, requires the services of reputed, well established and financially sound Mapower companies/Firms/Agency to provide Multi-tasking Personnel (MTS) (Matriculation).
2. The contract is likely to be for period of one (1) year. The period of the contract may be further extended provided the requirement of this office for Multi-tasking Personnel (MTS) (Matriculation) persist at that time or may be curtailed terminated earlier owing to deficiency in service or substandard quality of manpower deployed by the selected company/firm/agency. This office, however reserves right to terminate this initial contract at any time after giving one week notice to the selected service providing company/Firm/Agency.
3. This office has initial requirement for 3 Multi-tasking Personnel (MTS) (Matriculation) who are well conversant with computers and essentially will trained in MS word. The requirement of this office may increase or decrease during the initial period of contract also.
4. The interested Companies/Firms/Agencies can submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs.20000/- (Rupees Twenty Thousand Only) and other requisite documents and deposit the same to the undersigned the last date of submission of tender is 10th June,2019. At 15.00 hrs.
5. The various crucial dates to **"The Tender for providing Multi-tasking Personnel (MTS) (Matriculation)"** are cited as under:
 - (a) Date and time for submission are cited as under:

Quotation (Technical & Financial) till 15.00 hrs on 10/06/2019
 - (b) Date and time for opening of Bids at 17.00 hrs on 10/06/2019
6. The tenders have been invited under Two bid System i.e Technical Bid and Financial Bid. The interested agencies are advice to submit two separate sealed envelopes super scribing **"Technical Bids for providing Multi-tasking Personnel (MTS) (Matriculation) to CESTAT and Financial Bids for providing Multi-tasking Personnel (MTS) (Matriculation) to CESTAT"**. Both sealed envelopes should be kept in a third sealed envelope super scribing **"Tender for providing Multi-tasking Personnel (MTS) (Matriculation) to CESTAT"**.
7. The Earnest Money Deposit (EMD) of Rs.20000/- (Rupees Twenty Thousand Only) refundable (Without interest) should be necessarily accompanied in the Technical Bid of the agency in the form of Demand Draft/Pay Order drawn in favour of Accounts Officers CESTAT, New Delhi failing which the tender shall be rejected summarily.

8. The successful tenderer will have to deposit a performance Security Deposit of Rs.50000/- (Rupees Fifty Thousand Only) in the form of Fixed Deposit Receipt (FDR) made in the name of the company/Firm/Agency but hypothecated to the Accounts Officer, CESTAT, New Delhi covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
9. The tendering Companies/Firms/Agencies are required to enclose photocopies of the following documents (duly attested by Group 'A' Gazetted Officers of the Government of India or Class-I officer of the state Government along with the Technical Bid. Failing which their bids shall be summarily /out-rightly rejected and will not be considered any further:
 - (a) Attested copy of registration certificate of agency for providing manpower.
 - (b) Attested copy of PAN Card.
 - (c) Attested copy of Income Tax Clearance Certificate.
 - (d) Attested Copy of the latest IT Return filed by the agency.
 - (e) Attested Copy GST registration/certificate.
 - (f) Attested copy of P.F registration letter/certificate.
 - (g) Attested copy of the ESI registration letter/certificate
 - (h) Certificate document in supported of financial turnover of the Agency.
 - (i) Certified document in support of entries in column 13 of technical Bid application
 - (j) Statement of Bank A/C in the name of the Company/Agency.
 - (k) Details of Agreement made by company for the 3 years along with proof.
 - (l) Undertaking to be furnished by the service provider that the service provider having no legal suit/criminal case pending against its proprietor or any of its Directors(in the case of private Ltd company) or having not been earlier convict on grounds or moral turpitude or for violation of law in force.
10. The conditional bid shall not be considered and will be out rightly rejected in very first instance.
11. All entries in the tender form should be legible and filled clearly in the space for furnishing information is insufficient; a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cutting, if any, in the Technical Bid application must be initial by the person authorized to sign the tender bids.
12. Technical requirements for the tendering Company/Firm/Agency:- The Service Provider tendering Company/Firm/Agency should be fulfilling the following Technical specifications:-

- (a) The Registered Office or one of the Branch Offices of the Service Provider Company /Firm/Agency should be located within the National Capital Territory of Delhi only.
- (b) The Service Provider Company/Firm/Agency should be registered with the appropriate registration authority.
- (c) Service Provider Company/Firm/Agency should have at least three Year's experience in providing manpower to private and/or public sector Company/ Banks and Government Departments, etc.
- (d) Service Provider Company/Firm/Agency should be filing Income Tax Returns for the last five years.
- (e) Service Provider Company/Firm/Agency should be registered with appropriate authorities under Employees State Insurance Act and Employees Provident Fund Act.
- (f) The Service Provider Company/Firm/Agency shall submit affidavit stating that the agency has not been black listed by the Central Government / State Government / any PSU. Non compliance with any of the above conditions by the Service Provider/ Company/Firm/ Agency will tantamount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.
- (g) Financial Proposals will remain unopened for those Companies/Firms/Agencies which fail to meet eligibility requirement.
- (h) Financial Proposals shall be opened in case of only those Companies/Firms/Agencies who fulfill all eligibility criteria.
- (i) The contracting Company/Firm/Agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of the Govt. of India/ Delhi State Govt. The contracting Company/Firm/Agency will maintain proper records as required under the Law/Acts. It shall be the duty of the contracting company/Firm/Agency to enhance the wages of the employees subject to any statutory obligation /rise from time to time, as instructed by authorities concerned in this behalf. However, such statutory enhancement shall be claimed from this office by the contracting company/Firm/Agency on furnishing the documentary proof of payment of such amount to it employees and this enhancement / raise shall be deemed to be agreed upon between this office and contracting Company/ Firm/Agency.
- (j) The deciding criteria will be consolidated manpower cost per person/per month (inclusive of all kinds of taxes, other allowances, Provident fund, ESI etc.). i.e. the Company/Firm/Agency will have to quote consolidated manpower cost. THERE SHOULD BE ONLY ONE PRICE TO DECIDE THE L-I VENDOR. HOWEVER THERE WOULD BE A DETAILED BREAK-UP OF REACHING THAT PRICE (exclusive of taxes like G.S.T. etc. levied by the Govt. from time to time).

- SCOPE OF WORK** i.) The manpower deployed by the Company/Firm/Agency shall be required to work as per the Office's working timings, i.e. from Monday to Saturday from 09:30 AM to 06:00 PM with a lunch break of ½ hour from 1:30 PM to 2:00 PM. However, due to urgencies of work, the deployed manpower may be required to work on Sundays, Gazetted Holidays and beyond normal office hours on working days.
- ii.) The persons deployed shall be required to report for work at 9:30 AM to the offices/officers they are posted with, in proper office attire and would leave at 06:00 PM. The place of posting would be decided by this office, which shall be intimated separately. In case, a person deployed is absent on a particular day or reports late/leaves early on more than two occasions, one day's wage against them shall be deducted.
- iii.) The required educational qualification and job description of the manpower are here as under:- Unskilled personnel (Multi-Tasking Staff) Eligibility: a) Age: between 18 to 40 yrs. b) Matriculate and above. c) The antecedents should be duly verified by the manpower providing Company/Firm/Agency from the local police authorities and the agency to certify the moral good character and no police record for each of the persons. Each manpower required to be a citizen of India and to be stationed / resident of Delhi or NCR only. Job Description: The duty of MTS would broadly include attending to general cleanliness, non-clerical work and ward duties, outdoor work such as delivery of dak(letters) and also any other work assigned to them by the officers/officials.

Technical Requirement for the Tendering Company/Firm/Agency

1. The tendering manpower company/Firm/Agency should fulfill the following Technical Specifications
 - (a) The Registered Officer or one of the Branch Offices of the manpower Company/Firm/Agency should be located in Delhi/New Delhi or any of the satellite Town of Delhi.
 - (b) The manpower Company/Firm/Agency should be registered with the appropriate registration authority.
 - (c) The company/Firm/Agency should have at least three years experience in providing manpower to Private Companies, Public Sector Companies/ Banks and Government Ministry/Department etc:
 - (d) The company/Firm/Agency should have its own Bank Accounts
 - (e) The company/Firm/Agency should have be registered with GST and Income Tax departments:
 - (f) The company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

TERMS AND CONDITIONS OF THE CONTRACT

General:

1. The tenderer shall abide by the details furnished by it to this office, while submitting the tender or at any subsequent stage. In case any of the documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract, making the tenderer liable for legal action besides the termination / cancellation of contract, legal action for damages at the sole discretion of the Registrar, Customs Excise and Service Tax Appellate Tribunal, West Block No.-2, R. K.Puram, New Delhi-66 and in such eventuality, the Earnest Money Deposit shall be liable to be forfeited.
2. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Office.
3. Financial bids of only those tenderers who are declared qualified technically shall be evaluated by the Technical Evaluation Committee.
4. The Registrar, Customs Excise and Service Tax Appellate Tribunal, West Block No.-2, R. K.Puram, New Delhi-66 reserves the right to terminate the contract at one month's notice. V
5. The contracting Agency shall ensure that the manpower deployed in the office of the Registrar, Customs Excise and Service Tax Appellate Tribunal, West Block No.-2, R. K.Puram, New Delhi-66 conforms to the eligibility conditions of age, educational qualification and any other qualification as specified in the contract
6. The contracting Company/ Firm/ Agency shall furnish the following documents in respect of the persons who will be deployed by it in the office of the Registrar, Customs Excise and Service Tax Appellate Tribunal, West Block No.-2, R. K.Puram, New Delhi-66 before the commencement of work:- a) List of persons shortlisted by Company/Firm/Agency for deployment. b) Bio-data of the person with photograph affixed. c) Character certificate from a Gazetted Officer of the Central/ State Government. d) Certificate of verification of antecedents of persons by local police authority.
7. In case, the person employed by the successful Company/ Firm/ Agency performs any act of omission/ commission that amounts to misconduct / indiscipline/ incompetence and security risks, the successful Company/ Firm/ Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this Office immediately after being brought to their notice.

8. The service provider Company/ Firm/ Agency shall provide Identity cards carrying the photograph of the personnel and their information including their name, date of birth, designation and identification mark etc. and uniform to the employed personnel deployed in this Office.
9. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in this Office.
10. The service provider shall ensure proper conduct of its personnel in office premises, maintain strict discipline in and around the office premises and enforce prohibition of consumption of alcoholic drinks, chewing pan, smoking, loitering without work etc. or consuming any other intoxicant substance, food or drink during the working hours / being on duty to maintain discipline and office decorum.
11. The Agency shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with the Office of the Registrar, Customs Excise and Service Tax Appellate Tribunal, West Block No.-2, R. K.Puram, New Delhi-66 so that optimal services of the persons deployed by the Company/ Firm/Agency could be availed without any disruption. However, the office of Registrar, Customs Excise and Service Tax Appellate Tribunal, West Block No.-2, R. K.Puram, New Delhi-66, shall be fully competent and empowered to remove any indiscipline personnel / staff from its premises if his/ her behavior is not up to the mark, immoral and / or his /her presence is prejudicial / embarrassing to this Office.
12. The selected Company/Firm/Agency shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons. The delay by the Company/ Firm/Agency in providing a substitute beyond two working days shall attract liquidated damages @ Rs. 500 per day (per such case) on the service providing Company/Firm/ Agency, besides deduction in payment on pro- rata basis.

13. It will be the responsibility of the service providing Company/Firm/Agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it in this Office and this Office will have no liabilities in this regard.
14. For all intents and purposes, the service providing Company/Firm/Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this Office.
15. The service providing Company/Firm/Agency shall be solely responsible for the redressal of grievances /resolution of disputes relating to persons deployed. This Office shall, in no way, be responsible for settlement of such issues whatsoever as this Office shall have no privity of contract with the work force.
16. The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/ confirmed employees of this Office during the period of contract or after expiry of the contract. That any issue of pay, perks, statutory obligations, welfare schemes or monetary benefits / internal arrangements of the employees, their personal insurance (if any) shall be looked after by the contracting Company/Firm/Agency and this Office has no interference or liability of any nature in any manner whatsoever.
17. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Company/Firm/Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity. In brief there shall be no privity of contract between this Office and the individuals/work force provided by the service provider / contracting Agency.
18. The contracting Agency should communicate above conditions to all the persons deployed in this Office by the contracting Agency.
19. Payments shall be made only to the contracting Agency on monthly basis as per actual services. The contracting Agency has to raise invoice in the first week of the next month for the services rendered in the month. The minimum wages rates must be required as per latest/revised order notified by the Ministry of Labour & Employment and should be remitted directly into workers' bank account latest by 7th day of every month. xx. Failure by the contractor to comply with any statutory requirements and/or the terms of the agreement during the period of contract will result in termination of the contract and subsequent disqualification from participation in any future tender of the department.

FINANCIAL BID

1. For Providing Multi-tasking Personnel(MTS)(Matriculation) to CESTAT
2. Name of tendering Company/Firm/Agency:-
3. Detail of Earnest Money Deposit:- Rs.20000/- (Rupees Twenty Thousand)
D.D/P.O No & Dated.....
Drawn of Bank.....
4. Rate per person/per Month(8 hours per day excluding 1/2 hr Lunch) are as follows

Sl.No	Component of Rate	Amount (Rs.) for Skilled Multi-tasking personnel(MTS)(Matriculation)
1.	Monthly Wages per person deployed	
2.	Employees provident Fund@.....% of 1 above	
3.	Employees State Insurance @.....% of 1 above	
4.	GST Liability@.....% of	
5.	Any other liability(Pl.Indicate)	
6.	Contracts Adm/Service Charge	
	Total (column 1 to 6)	

Quoted rates should not be less than the Minimum Wages as laid down in the Minimum Wages Act, 1948 as applicable in the NCT of Delhi.

Dated: -
Place: -

Signature of authorized person
Name:-
Seal:-

Note:-

1. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days which duty has been performed by each manpower

APPLICATION – TECHNICAL BID

1. For Providing Multi-tasking Personnel (MTS) (Matriculation) to Custom Excise & Service Tax Appellate Tribunal, New Delhi

2. Name of Tendering Company: _____
Firm/Agency
(Attach certificate of registration)

3. Name of proprietor/ Director: _____
Of Company/Firm/agency _____

4. Full Address of Reg. Office:

Telephone No. : _____

Fax No. : _____

E-Mail Address: _____

5. Full address of Operating
/Branch Office

: _____

Telephone No. : _____

Fax No. : _____

E-Mail Address: _____

6. Banker of Company / Firm / agency with full address:
(Attach certified copy of statement of A/c for the last three years)
Telephone Number: _____ of Banker.

7. PAN/GIR No. : _____
(Attach attested copy)

8. GST Registration No. : _____
(Attach attested copy)

9. E.P.F. Registration No. : _____
(Attach attested copy)

10. E.S.I Registration No. : _____
(Attach attested copy)

11. Financial turnover of the tendering Company/Firm/Agency for the last 03 Financial Years:

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2016-17		
2017-18		
2018-19		

12. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the last three years in the following format:

Sl. No.	Details of client along with address, telephone and FAX numbers	Amount of contract (Rs. Lacs)	Duration of Contract	
			From	To
1.				
2.				
3.				

(If the space provided is insufficient, a separate sheet may be attached)

13. Additional information, if any
(Attach separate sheet, required)

Date:

Place:

Signature of authorized person

Name:

Seal:

DECLARATION

1. I, _____ Son/Daughter/Wife of Shri _____ Proprietor/Director/authorized signatory of the agency/Firm mentioned above is competent to sign this declaration and execute this document.
2. I have carefully read and understood all the terms and conditions of the tender for providing Multi-Tasking Personnel (MTS) (Matriculation) to Custom Excise & Service Tax Appellate Tribunal, New Delhi and undertake to abide by them.
3. The information/documents furnished along with the above application on 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.

Signature of authorized person

Date:

Full Name:

Place:

Seal: