



भारत सरकार, /GOVERNMENT OF INDIA

वित्त मंत्रालय/MIN. OF FINANCE, राजस्व विभाग/DEPT. OF REVENUE
सीमा शुल्क, केन्द्रीय उत्पाद शुल्क & सर्विस टैक्स निपटान आयोग
CUSTOMS, CENTRAL EXCISE & SERVICE TAX SETTLEMENT COMMISSION
अतिरिक्त न्यायपीठ, दुसरी मंजिल, नर्मदा ब्लॉक, कस्टम हाउस
ADDITIONAL BENCH, II FLOOR, NARMADA BLOCK, CUSTOM HOUSE
60, राजाजी सालै /RAJAJI SALAI, चेन्नै /CHENNAI-600 001
दूरभाष /Tel.: 044-25216136; फ़ैक्स /Fax: 044-25216137
समझोता आयोग के सामो प्रस्तुत कार्यवाही

C.No.I/22/03 /2022 SC

Dated: 10.1.2022

**NOTICE INVITING ONLINE E-TENDER FOR PROVIDING ONE (1) SKILLED
LABOURER (DATA ENTRY OPERATOR) FOR SETTLEMENT COMMISSION,
CHENNAI**

**Contract No: C.NO/I/22/03/2022-ADMN - CCESTSC-ADDITONAL BENCH-
CHENNAI**

Customs, Central Excise & Service Tax Settlement Commission, Additional Bench, Chennai invites e-tender bids from experienced, reputed, professionally competent and eligible manpower supplying firms / agencies for outsourcing of One (1) skilled labourer (Data Entry Operator) for the Customs, Central Excise & Service Tax Settlement Commission, II Floor, Narmada Block, Custom House, 60, Rajaji Salai, Chennai -600001 for one year.

2. The Annexures to this Tender Notice are (i) Nature of works to be performed, Terms & conditions (Annexure –I), (ii) Technical Bid (Annexure – II), (iii) Financial Bid (in BoQ format - Annexure III) (iv) Financial Bid Declaration (Annexure IV) (v) the Bidder's Undertaking (Annexure V) and (vi) Tender Acceptance Letter (Annexure VI) (vii) Instructions for online bid submission (Annexure VII). **This tender notice and Annexures can be downloaded from the Central Public Procurement Portal (CPPP) or the following website: www.settlementcommission-cexst.gov.in.**

3. Only those bidders, who have their offices in Chennai city, may post their bids for this e-tender. They have to provide valid address proof as evidence for the same. **Bids submitted by Service Providers who do not have an office Chennai city will not be considered.**

4. Interested bidders, who comply with the terms and conditions of this tender notice and who possess valid Digital Signature Certificates (DSC), may submit their e-bids online in the formats prescribed for Technical & Financial bids. Their e-bids are to be completed in all aspects and are to be uploaded/submitted **online only through the CPP Portal**. **Hard**

copies of the bids shall not be accepted.

5. **All bidders for this e-tender are deemed to have understood and accepted the contents of this Notice. The Financial bid should be filled in the Annexure III BoQ format only. Financial bids of only those service providers who fulfill and accept the Terms and conditions of the tender notice and who qualify in the Technical bid, will be opened.**

6. Utmost care may be taken to ensure that the details of the Financial bids are not visible alongwith the Technical Bid. In case, the Financial bids are visible alongwith the Technical Bid, then the bid will be liable to be rejected.

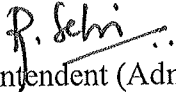
7. **Critical dates:**

a. Last date for online upload of bids: Before 11.30 Hrs on 04.02.2022 (Friday)

b. Date and time for opening of tender: On.07.02.2022 (MONDAY) at 12.00Hrs

8. The bids have to be sent before **11.30 Hrs on 04.02.2022 (Friday)**. The tenders received after the last date and time and not complying with the laid down procedures will summarily be rejected. The bids shall be opened at **12.00 hrs on 07.02.2022 (MONDAY)**

This is issued with the approval of the Additional Commissioner, Customs, Central Excise, Service Tax Settlement Commission, Additional Bench, Custom House, Chennai.


Superintendent (Admn)
Additional Bench, Chennai

Encl: Tender Document in Annexures I to VII.

ANNEXURE-I

NATURE OF WORK

1. **Scope of Work:** The duties of a Data entry operator would broadly include typing from the written drafts / documents in the computer, printing and copying of documents , handling stock of items, files and records, rendering secretarial assistance to the officers whenever required and any other related works as assigned to him / her from time to time
2. **Qualification and experience:** The eligibility criteria that a Data entry Operator should fulfill are as given hereunder:
 - i. Minimum qualification – passed 10+2
 - ii. Minimum typing speed of 40 words per minute
 - iii. Between 21 and 45 years of age
 - iv. Good knowledge of English and local language
 - v. Good knowledge of MS Word and Excel
 - vi. Ability to render secretarial assistance

GENERAL TERMS AND CONDITIONS

1. Bidders providing similar service to other government departments will be given preference.
2. The person who is deployed for services should be of good moral character, and should not have been convicted for any offence under the law .The Firm / Agency on being awarded the contract shall verify the antecedents of the persons being deployed, from the appropriate authorities.
3. The suitability of the Data Entry Operator deputed by the Firm / Agency will be assessed through appropriate measures before they are engaged for work in Customs, Central Excise, Service Tax Settlement Commission, Custom House, Chennai -1
4. The initial period of contract would be 12 months. Service charges / rates quoted by the Firm / Agency would be fixed for 12 months and any statutory increase in wages etc. Is to be borne by the firm / agency.
5. The Firm / Agency will, prior to the commencement of the operation of contract, make available to the department, particulars of the employee who will be deployed. Such particulars inter-alia should include age, date of birth, photograph, local and permanent address, qualification, parentage etc. of the employees so deployed. Any change or addition in this regard should be notified immediately.
6. The persons so provided by the Firm / Agency shall be employees of the Firm / Agency and shall remain under the control and supervision of the Firm / Agency and the Firm / Agency shall be liable for the wages and any other claim of the person so engaged. The Firm / Agency should observe provisions of all the Regulations relating to employment of person deployed to this office (such as those relating to payment of minimum wages , employment of child labour etc.) as applicable from time to time and should submit a certificate to that effect.
7. The Firm / Agency supplying the manpower has to provide photo identity card to the person deployed by him / her for carrying out the work.

8. The Firm / Agency shall be responsible for fulfilling all the obligations towards the person deployed under the law.
9. The Firm / Agency would be liable for ensuring compliance with the rules including PF, ESI Bonus, etc., and other regulations as notified by Central / State Government in this regard from time to time and that the department shall not pay over and above the rate quoted in respect of any such deduction made by the contractor / service provider.
10. The Firm / Agency shall take all responsible precautions to prevent any unlawful / disorderly conduct or acts of the employee so deployed. He shall also be responsible for the preservation of peace and protection of persons and property for theft, burglary, arson or any other mischievous deeds of the person deployed.
11. The Data Entry Operator deployed by the by the Firm / Agency shall not divulge or disclose to any details of office operation process, technical knowhow, security arrangements and administrative / organizational matters.
12. Department reserves the right to call upon the Firm / Agency to remove any person whom department finds unsuitable for services and the contractor will be obliged to comply with the same
13. The Firm / Agency shall ensure availability of each deployed person on all working days for providing the service contracted for.
14. For any absence / non – engagement, no charges will be paid.
15. Department reserves the right to cancel the contract at any time if it feels that the service provided is not satisfactory.
16. If the contract is terminated before completion of a month the amount payable to the Firm / Agency for number of days worked shall be calculated @ as mentioned on per day basis.
17. The Firm / Agency provider should be registered with Government, wherever applicable.
18. It shall be the sole responsibility of the Firm / Agency to ensure security and safety of the property and assets moveable or immovable of the Department and shall report to the proper authority in case of pilferage that takes place or where any attempt is made to that effect, and loss, if any shall be recovered from the Firm / Agency.
19. The Firm / Agency shall submit valid proof of G.S.T having actually been paid by him to the Government Account, if applicable, in respect of the above said service provided.
20. The engagement of the contractor does not in any way confer any right to the Firm / Agency or the person that may be deployed by the Firm / Agency in this office, for claiming any regular employment in this office or any other Government office.
21. The Firm / Agency shall indemnify the office against any action arising out of the deeds of the deployed persons.
22. The Firm / Agency should also mention the details about the amount per person / month to be paid while quoting the rates. Agency charges should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
23. The Firm / Agency should also submit details of other such organization, to which they have extended similar services in the recent past.
24. The Firm / Agency should be registered with the concerned Government Authorities, and a copy of the current registration may be submitted. The service provider shall maintain all statutory registers under the applicable laws. The agency shall produce the same, on demand, to this office or any other authority under law.
25. The Firm / Agency should provide G.S.T Registration number and a valid PAN Number in their tender documents. They should also have their own Bank Account.

26. The person deployed should work on all days except Saturday, Sunday and National holidays and normal Working hours would be from 9.15 A.M to 5.45 P.M. However, in exigencies of work the person deployed may have to work beyond 5.45 P.M. and may even be called on holidays, if required,
27. It will be obligatory on the part of the service provider for the safe upkeep and proper handling of the office equipments. If any damage is caused to the office equipment on account of negligence of the person deployed, the service provider will be liable for action under law and the loss / damages so caused will be paid, by / recovered from the service provider.
28. Any dispute arising out of this agreement or that which may arise in future shall be resolved by taking recourse to mutual settlement / conciliation, failing which the disputes lie within the jurisdiction of Courts of Chennai only.
29. For termination of the contract two months' notice will be required from the service provider's side in writing to The Additional Commissioner Customs, Central Excise, Service Tax Settlement Commission, Custom House, Chennai -1, however, can terminate the contract on a notice of 30 days without assigning any reason whatsoever.
30. Any amendments (addenda/corrigenda) 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, will be binding on the Bidder. No separate notice / intimation of amendments to the tender documents will be sent to the bidders.

Performance Security

- a. The successful bidder shall be required to deposit an amount equal to 5% of the total contract value within the 10 days of the issue of letter of intent for accepting the bid as Performance Security.
- b. Performance Security shall be submitted either in form of Demand Draft or Bank Guarantee or FDR issued by a Nationalized Bank only drawn in favour of the Additional Commissioner, Customs, Excise, Service Tax Settlement Commission, Chennai – 600001 payable at Chennai.
- c. Further, the Performance Security will be refunded / returned to the successful bidder after successful completion of the Contract Agreement and settlement of accounts within three months of completion of contractual period.
- d. The Performance Security will be forfeited in case of unsatisfactory performance of the successful bidder. The decision of the Additional Commissioner, Customs, Excise, Service Tax Settlement Commission, Chennai – 600001 on this account will be final and binding on successful bidder.

TENDER PROCESS

1. Tender shall be submitted only on online in two parts i.e. (1) Technical Bid (2) Financial Bid.
2. All pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
3. After opening of Technical Bid, the original documents as per requirement of the e-tender document will be verified by this office

Technical Bid

- a. Signed and scanned copy of Technical bid document in Annexure II
- b. Signed and scanned copies of Certificates like G.S.T Registration Certificate, PAN, Income Tax Returns for last 3 years, GST returns for the last years, etc
- c. Signed and scanned copy of Tender Acceptance Letter & Letter of authorization to submit the bid in Annexure V
- d. An under taking (self-certificate) that the agency has not been black listed by a Central / State / Government / Institution and there has been no litigation with any government Department on account of its services
- e. Solvency Certificate from the Bank for an amount not less the amount of contract for the period from 01.01.2022 to 31.12.2022

Financial Bid

- a) Financial Bid document in the form of Bill of Quantity(BoQ)

Annexure-II

PROFORMA FOR TECHNICAL BID

| | | |
|----|---|--|
| 1 | Name of the Agency / Firm | |
| 2 | Name of the proprietors / Directors | |
| 3 | Registered Address | |
| 4 | Telephone No: Fax No: Mobile No: e-mail address: | |
| 5 | Whether a copy of the Terms and Conditions (Annexure – VI), Duly signed in token of acceptance of the same is enclosed? | |
| 6 | G.S.T. Registration No. (copy to be enclosed) | |
| 7 | PAN No. (Copy to be enclosed) | |
| 8 | Details of ESI and EPF Registration (copy to be enclosed) | |
| 9 | Total Staff / Workers of the Agency | |
| 10 | Name(s) of public Sector / Govt.Organisation to whom similar services provided during last three years. | |

I/we hereby certify that information furnished above is true and correct to the best of my / our knowledge and I / we have read and understood the terms and conditions contained in the Tender Document. I / we understand that in case any deviation is found in the above statement at any stage I / we will be blacklisted and will be debarred from any dealing with the Department in future.

Signature of the bidder with name
Office Seal

Annexure – III

PROFORMA FOR FINANCIAL BID

1. Name , address and telephone No. Of the Agency:

2. Permanent Account No (provide copy):

3. Name and address of the proprietor :

4. Rate Chart:

| Sl. No | Type of Man Power | Description | Rate (Rs.) |
|--------|---|--|------------|
| 1 | Skilled labour (Data Entry Operator) | Monthly Salary per person inclusive of PF, ESI, Bonus, taxes, etc. | |
| 2 | | Service charges | |
| 3 | | Service tax on (1)+ (2) | |
| 4 | | Sum of (1) & (2) | |

**Name and Signature of the
Authorised Signatory**

Annexure IV

FINANCIAL BID DECLARATION

1. Name of bidder Company/Firm/Agency:
2. Address (with Tele & Fax No.):
3. It is certified that wages to be paid shall not be less than the prescribed minimum rate of wages under the Minimum Wages Act, 1948 as revised from time to time and as notified by the Govt. of India.

DECLARATION:

I / we hereby certify that the information furnished above is true 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, I/We will be blacklisted and will not have any dealing with the Department in future.

Date:

Signature of Authorized Person

Full Name:

Place:

Seal:

ANNEXURE-V
UNDERTAKING BY THE BIDDER

1. I/We undertake that my/ our firm/ Company M/s _____ 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/sam 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-VI

**TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,
The Additional Commissioner,
Customs, Central Excise, Service Settlement Commission,
Additional Bench, Chennai,
Narmada Block, Custom House,
No.60, Rajaji Salai, Chennai – 600001.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I/ We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-VII

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 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 take note of 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.

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 help in the reduction of 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 alone will be responsible for any delay in this regard.

- 2) The bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder shall 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 shall be downloaded and shall 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.
- 8) 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.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 10) 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.
- 11) Summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 12) 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.

