

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS
CHENNAI VII COMMISSIONERATE

NEW AIR CUSTOMS BUILDING, MEENAMBAKKAM, CHENNAI 600 027.

PHONE: 22561444

FAX: 22561445

F.NO: S.MISC. 24/2011-CHS (AIR)


Dated: 15.07.2015

NOTICE INVITING TENDER

Sealed tenders are invited by the Commissioner of Customs, Office of the Principal Commissioner of Customs (Chennai VII), New Custom House, Meenambakkam, Chennai-600 027 from reputed catering service providers for running the departmental canteen located in the "Office of the Principal Commissioner of Customs (Chennai VII), New Custom House, Meenambakkam, Chennai-600 027". The tender process, scope of work, terms and conditions, pre-requisite qualifications for participants are detailed in Annexure-I of NIT. The tentative list of items to be prepared in the canteen is enclosed as Annexure II of NIT. Proforma for submission of Technical Bid and Financial Bids are enclosed as Annexure-III and IV of NIT.

Tender forms alongwith terms and conditions can be obtained from CHS Section, Office of the Principal Commissioner of Customs (Chennai VII), New Custom House, Chennai-27 on all working days between 10 A.M and 5.00 P.M. from 16.07.2015 -to- 28.07.2015- on payment of Rs. 500/- (Rupees Five hundred only) in the form of Demand Draft in the name of Commissioner of Customs, Chennai. Tender document can also be downloaded from the web site www.aircustomschennai.gov.in, and in such case, cost of application Rs.500/- (Rupees Five hundred only) in the form of Demand Draft payable at Chennai in the name of Commissioner of Customs, Chennai has to be enclosed along with the Technical bid. The last date for receipt of filled in tender forms is 29 .07.2015 by 1300 hours-

To


ASST. COMMISSIONER (CHS-AIR)

1. E.D.I. -For publishing in the Website (ACC, Chennai-27 & Custom House, Chennai-1.)
www.aircustomschennaicustoms.gov.in,
2. Notice Board, (ACC, Chennai-27 & Custom House, Chennai-1.)

ANNEXURE I

A) TENDER PROCESS:

1. Tender is invited in two parts i.e.

(1) Technical Bid and

(2) Financial Bid.

The tender form for Technical bid in proforma prescribed in Annexure- III and the tender form for the financial bid in proforma prescribed in Annexure-IV. complete in all respects shall be submitted in two separate sealed covers addressed to the Assistant Commissioner of Customs (CHS), O/o the Principal Commissioner of Customs, New Custom House, Meenambakkam Chennai – 27 by 13.00 Hours on .07.2015. The Sealed covers should be super scribed with “**Technical Bid – Contract for providing CATERING SERVICES FOR THE DEPARTMENTAL CANTEEN OF AIR CUSTOMS COMMISSIONERATE, MEENAMBAKKAM, CHENNAI-600 027**”, and “**Financial Bid – CATERING SERVICES FOR THE DEPARTMENTAL CANTEEN OF AIR CUSTOMS COMMISSIONERATE, MEENAMBAKKAM, CHENNAI-600 027**” respectively. Both the sealed bids viz., Technical and Financial Bids should be kept together in a Sealed cover which should to be submitted with the superscription “ Tender documents for providing **CATERING SERVICES FOR THE DEPARTMENTAL CANTEEN OF AIR CUSTOMS COMMISSIONERATE, MEENAMBAKKAM, CHENNAI-600 027**”. The Technical Bids will be opened on 29.07.2015 at 14.00 Hours, in the presence of willing bidders at III Floor, Board Room, New Custom House, Meenambakkam, Chennai – 27. Incomplete bid documents shall be rejected. The valid qualifying bids shall be scrutinized by the Department to short-list the eligible bidders. The financial bids of the short listed bidders will be opened later. Late submission of tenders shall not be accepted.

2. If the tenders are sent by post/ courier, it should be ensured that cover should be intact at the time of reaching destination without any damage or loss. Department is not responsible for the delay on account of postal/ courier services.

3. Earnest Money Deposit of Rs. 25000/- (Rupees Twenty Five thousand only) per application in the form of Demand Draft / Banker's cheque of scheduled Bank drawn in favour of the Commissioner of Customs, Chennai shall accompany the Technical bid. Technical bids without Earnest Money Deposit will be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished in Annexure – III & IV are found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit and EMD of selected bidder will be returned on furnishing performance guarantee as detailed below.

4. **Performance Guarantee:** The Successful bidder has to submit Rs.1,00,000/– (Rupees One Lakh only) as performance guarantee deposit in the form of **Bank guarantee from a Nationalized Bank /Demand Draft / Banker's cheque of a schedule bank drawn in favour of “Commissioner of Customs, Chennai.”** before awarding contract. The performance guarantee shall be refunded to the selected bidder without any interest on the completion of contract period.

5. **The tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same along with the Technical bid.** The tenderer would fill up the information in the Annexure II, III & IV enclosed at the end of this document in clear and legible terms. Wherever required the price quoted shall be written in figures and words as well. In case of any correction in the figures mentioned, the corrections should bear the valid endorsement towards the correction. In case of any further discrepancy noticed in this regard, the figure mentioned in words would be considered for finalisation of tender process. Annexure shall also have to be signed and stamped by the bidder or its authorized signatory.

6. The tender forms shall be rejected if it is not completed in any aspect.

7. The tender documents are not transferable.

8. The short listed tender along with the documents will be submitted to the ‘**competent authority**’ and upon approval by the ‘**competent authority**’ the successful bidders will be intimated about the award of contract to them

9. This department reserves the right to reject the bids at any point of time without giving any notice whatsoever thereof.

10. The evaluation of tender bids would be done on a comparative analysis basis based on various parameters- viz., the total amount quoted for Annexure-II, evaluation of credentials furnished vide Annexure-III and the rate quoted in the Financial Bid vis-à-vis the manpower proposed to be employed etc. in the Annexure-IV. The decision taken by the department is final and will be binding on the bidders.

11. The Tender bids are valid for a period of 90 days from the date of opening of qualifying bid and shall be extendable by one more month by the department, with the approval of Competent Authority.

12. The bidders are required to inspect the canteen premises before submission of their bids and for coordination purpose, they may contact "CHS Unit-Air," of Office of the Principal Commissioner of Customs (Airport & Air Cargo Complex), Meenambakkam, Chennai-600 027 on all working days including Saturdays from 1000 hours to 1700 hours.

B) SCOPE OF WORK:

The Air Customs Commissionerate, Chennai is located at "New Air Customs Building, Office of the Principal Commissioner of Customs, Meenambakkam, Chennai-600 027" and is housing around 200 staff. A new departmental canteen has been set up inside the office premises with all canteen equipments. Sealed tenders are invited from reputed catering service providers for running the canteen

- a) This office functions on all working days including Saturdays (excluding Second Saturday, National Holidays) from 1000 hours to 1700 hours;
- b) The working strength comprises to 200 offices excluding trading public, visitors etc.
- c) The details of items to be prepared are listed out in the Annexure II of NIT and are subjected to periodical review and revision.
- d) Preparation of food items including Tea/Coffee for the meetings conducted by Air Customs Commissionerate on a specific request basis.

C) PRE-REQUISITE QUALIFICATIONS :

- a) Bidder should have minimum three years of experience in running a canteen for a minimum staff strength of 200 persons and above in any Central Govt/State Govt/Public Sector Undertakings/ Educational Institutions/Multinational Companies etc.
 - a) Bidder should have obtained Permanent Account Number under Income Tax Act and produce copy of the same along with copy of Income Tax Returns if any.
 - b) Bidder should have registered under ESI, EPF regulations.
 - c) Bidder should comply with provisions of Contract Labour (Regulation and Abolition) Act, 1970 and any other Rules/Regulations/Act on "Labour" and "Catering Services," "Safety Norms" which are presently in force.

D) TERMS AND CONDITIONS:

- a) The contractor may appoint persons to provide the catering services of the canteen as per terms and conditions mutually agreed upon between the contractor and the concerned persons. Air Customs Commissionerate shall have no responsibility or liability vis-à-vis the persons so employed by contractor.
- b) Bidders should ensure that the workers engaged by them are paid wages under the labour regulations under Central Government Wages Act including ESI, EPF and other applicable laws in force. Disputes arising out of non compliance of payment of wages, Workman's compensation, non-fulfillment of ESI/EPF Regulations fall under the sole preview of the Bidder and Air Customs Commissionerate, would not be, on any account, made liable or responsible for monitoring/supervision of such issues. The books of accounts on payment of wages, ESI, EPF and other statutory obligations would be subjected to inspection by Air Customs Commissionerate from time to time. If, the

found to violate compliance of Statutory obligations in force would be considered as "Breach of Contract" and results in termination of contract.

- c) In case any workman/work woman of the contractor suffers injury/ damage or meets with an accident during the discharge of duty, the entire cost of compensation should be borne by the contractor and Air Customs Commissionerate will stand indemnified against any claims/damage/compensation.
- d) The contractor shall be responsible for discipline and in the event of any misconduct, the Commissioner of Customs (Chennai VI), Meenambakkam, Chennai-600 027 and his representative shall have the right to inform the contractor for alternative employment of labourers. The labourers deployed by the Contractor are exclusively for 'Catering Service" and shall have access to pathways/ areas for enabling food services.
- e) Employment of serving staff/ cleaners in the Canteen on a daily basis is strictly prohibited. The Contractor should further ensure that the personnel by them are deployed after due verification and certification of their antecedents. The labourers deployed by the Contractor should be free from addiction of any sort.
- f) The bidder should ensure deployment of minimum strength of Nine staff to ensure uninterrupted and smooth service.
- g) The Supervisor attached to the Contractor shall report to the Caretaker/CHS Unit on a regular basis. Contractor shall be permitted to utilize the Canteen premises as earmarked by the Air Customs Commissionerate, Chennai.
- h) Air Customs Commissionerate will provide space, Electricity, Kitchen equipment, ground water, power free of cost (excluding Gas cylinder) to the Contractor.
- i) No modifications/alteration in the canteen premises would be allowed except with the approval of Air Customs Commissionerate.
- j) Air Customs Commissionerate will provide basic infrastructural facilities including kitchen equipments for operating the canteen; The list of kitchen equipments handed over to the Contractor for running the canteen would be forming "Part of Agreement". The responsibility of maintenance, execution of repairs to the equipments and safety of the equipments lies with the Contractor. The contractor should ensure that the equipments entrusted to him are maintained with care and due diligence and to undertake periodical servicing of the equipments which are mandatorily carried out for proper maintenance of equipments.
- k) On termination of contract period the contractor should ensure that the kitchen equipments are handed over in full working condition. The cost of damage/loss noticed will liable to deducted from the performance guarantee without any notice.
- l) The contractor should ensure that the workers engaged in the Canteen should be provided with Aprons, Gloves, Head caps and are issued with proper uniform and also he should ensure that the staff should have clean Hair and Nail cuts with display of Identify cards on their person.
- m) Air Customs Commissionerate shall provide gate passes to the vehicles of the canteen personnel, supply/delivery vans enabling catering services as and when required.
- n) **Food items to be prepared are strictly 'Vegetarian'**. The list of food items with quantity of the items to be prepared, served and supplied through the Departmental Canteen is tentatively prepared and **listed out in Annexure II of NIT**. The prevailing price charged at the departmental canteen at Customs House, Chennai-1 is also mentioned therein. The price has to be quoted for each of the items mentioned above. The price quoted should not be more than 30% of the rates prevailing in Custom House, Chennai. The Bidders are required to quote their rates item-wise as well as for the Total Package for the proposed items specified in Annexure-II of NIT, taking into consideration the cost of facilities extended by Air Customs Commissionerate (space, electricity, water, kitchen equipments including vessels, ducting, fire extinguisher system etc at free of cost to the contractor).

- o) The Contractor should ensure that the food items are prepared are of superior quality. Water used for preparation of food items should be purified water. The prohibited items like baking soda, chemical colors, and adulterated oils should not be used. Re-use of oil for more than once is not allowed. The branded food grains and fresh vegetables should be used. The food supplied should be wholesome, fresh, delicious and qualitatively good.
- p) The contractor should ensure that the consumption of power/electricity is handled with the perspective of Energy conservation. Usage of plastic items are resorted to the barest minimum and the Contractor should further ensure running of the canteen in an eco-friendly manner.
- q) The quality of food would be checked by the Committee nominated by the Commissioner of Customs (Airport and Air Cargo), Meenambakkam, Chennai-600 027 and the contractor is obliged to carry out the suggestions/improvements of the Committee immediately. Further, on a random basis, the cooked food would be liable for quality testing and the charges for such quality check should be borne by the contractor. The Contractor is bound to adhere to the decision taken by the Air Customs Commissionerate subsequent to the quality testing so conducted.
- r) Air Customs Commissionerate and the Contractor, may decide, from time to time, upon the quantum/type/no. of items/food item/beverages/snacks etc. to be served and supplied through the Canteen. Rates of all items/ snacks with specific quantities (grams, ml, numbers, pieces etc) to be serviced should have prior approval of Air Customs Commissionerate.
- s) The contractor should ensure stacking of adequate quantity of provisions, fruits, vegetables and cleaning materials to ensure smooth and uninterrupted functioning of canteen.
- t) The request for price escalation to the maximum of 10% on the food items, would be considered by mutual consultation and based on the comparative analysis on various parameters like prevailing market price / Price inflation/ Commodity Index etc. The increase would be allowed only once during the currency of contract period.
- u) The Contractor should ensure that the canteen premises, kitchen equipments, furnitures in the Canteen premises are cleaned regularly and the premises are maintained in a clean and tidy manner. He should also ensure for timely disposal of garbage generated within the canteen area.
- v) The contractor should ensure that rat killer and pest control of the canteen premises are done at regular intervals as per statutory regulations in force.
- w) The contractor should take all pre-cautionary measures to ensure that the canteen premises are kept in strict compliance of Fire Safety norms prescribed under various enactments/ Rules.
- x) Canteen should be closed at 19.00 hrs daily and the keys should be handed over to the Caretaker/CHS Unit daily. Any change in the closing timings should be carried out on prior approval of Caretaker/CHS, Unit.

E) TERMINATION, ARBITRARY OBLIGATIONS:

- a) Any dispute arising between the contractor/workers deployed by contractor with staff member of Air Customs Committee should be addressed to the members of Canteen Management Committee, designated by the Commissioner of Customs(Airport & Air Cargo Complex), Meenambakkam, Chennai-600 027 and should be resorted to mutually.
- b) A notice in writing should be given to Air Customs Commissionerate well in advance by the Contractor for termination of contract awarded to him and minimum notice period of 90 days is mandatory on the part of Contractor, failing which, action under Law would be initiated against the Contractor besides forfeiting the Performance guarantee furnished by him. During the Notice period the contractor is obliged to run the departmental canteen

- uninterruptedly. Further the performance guarantee would be forfeited automatically in case the contractor violates any of the terms and conditions agreed upon
- c) Air Customs Commissionerate reserves its right to terminate the contract at any point of time without assigning any reasons.
 - d) Dispute arising out of this contract shall be resolved by taking recourse to mutual settlement/ arbitration/ conciliation clauses formulated by International Centre of Alternative Dispute Resolution (ICADR), failing which the dispute will be subject to Chennai jurisdiction only.

A handwritten signature in black ink, followed by the date '15/07/2015' written vertically.

Assistant Commissioner of Customs (CHS-AIR)
New Custom House,
Meenambakkam, Chennai-27

Encl.:

1. Tentative list of items to be prepared –(Annexure-II)
2. Technical Document (Annexure-III)
3. Financial Bid Document (Annexure-IV)

1. Name & Address of the Bidder:

2. Contact person with Mobile Number:

A) TENTATIVE LIST OF ITEMS TO BE PREPARED IN THE DEPARTMENTAL CANTEEN:

S.NO.	ITEMS	PREVAILING RATE IN CUSTOM HOUSE, DEPT. CANTEEN, CHENNAI-1	RATE QUOTED (IN RUPEES)
1.	SWEET	6.00	
2.	SAVORY	5.00	
3.	COFFEE/TEA	5.00	
4.	IDLY- 1NO.	4.00	
5.	VADAI	5.00	
6.	KITCHADI/ PONGAL	9.00	
7.	VADACURRY	8.00	
8.	CHAPPATHI/PURI	8.00	
9.	SPL.DOSAI	12.00	
10.	BONDA/BAJJI	8.00	
11.	PAROTTA	14.00	
12.	Meals- Rice (200 grams), Sambar, Poriyal, Kootu, Rasam, Appalam, Butter Milk, Pickle.	15.00	
13.	Parcel Meals	27.00	
14.	VADAI (SAMBAR/CURD)	9.00	
15.	SUNDAL	5.00	
16.	CURD	5.00	
17.	FRUIT SALAD	10.00	
18.	VEG.SALAD	8.00	

B) PRICE QUOTED FOR TOTAL PACKAGE AS MENTIONED ABOVE: Rs-----
(Rupees -----)

Note: (a) The price has to be quoted for each of the items mentioned above. The price quoted should not be more than 30% of the rates prevailing in Custom House, Chennai -1. The Bidders are required to quote their rates item-wise as well as for the Total Package for the proposed items specified above taking into consideration the cost of facilities extended by Air Customs Commissionerate (space, electricity, ground water, kitchen equipments including vessels, ducting, fire extinguisher system etc at free of cost to the contractor).

(b) Weight /Quantity/ Number of the items to be prepared should be strictly in accordance with the guidelines issued by Statutory Authorities.

DECLARATION

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 THE DEPARTMENT IN FUTURE.

ANNEXURE III – PROFORMA FOR TECHNICAL BID

1. Name & Address of the Bidder :
2. Contact person with Mobile Number :
3. Details & Documents in proof of experience
in Central Govt/State Govt/PSUs/MNCs/Educational
Institutions :
4. Copy of PAN No alongwith copy of Income tax returns
filed if any :
5. Copy of ESI, EPF Registration :
6. Appreciation Certificate from clientele :
7. Documentary evidence in proof of compliance
with provisions of Contract Labour (Regulation and Abolition) Act, 1970 and any other
Rules/Regulations/Act on "Labour" and "Catering Services," "Safety Norms" which are presently in force,
if any
8. Details of EMD :

DECLARATION

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 THE DEPARTMENT IN FUTURE.

(SIGNATURE OF AUTHORISED SIGNATORY WITH DATE)

ANNEXURE IV - PROFORMA FOR FINANCIAL BID:

1. Name & Address of the Bidder:
2. Contact person with Mobile Number:
3. Proposed deployment of staff (not lesser than total of 9 persons):

Designation	No.of persons proposed
Supervisor	
Cook	
Helpers	
Cleaners	
Others, if any	
Total no.of persons.	

QUOTED RATE (IN RUPEES)*

In Figures:
In words:

Note: Bidders are required to quote their rates inclusive of all taxes applicable as on date.

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 OF ANY DEVIATION IS FOUND IN THE ABOVE STATEMENT AT ANY STAGE, THE COMPANY/FIRM SHALL BE BLACKLISTED AND SHALL NOT HAVE ANY DEALING WITH THE DEPARTMENT IN FUTURE.

(SIGNATURE OF AUTHORISED SIGNATORY WITH DATE)