

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	21-04-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	21-04-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Revenue
Organisation Name/संगठन का नाम	Cbic Central Board Of Indirect Taxes & Customs
Office Name/कार्यालय का नाम	Principal Commissioner Of Customs Chennai Vii
Item Category/मद केटेगरी	Canteen Service - Best Price on Fixed Menu Rate Model - Vegetarian, Non-Vegetarian; Breakfast, Lunch, Snacks, Beverages; Inside Building Premises (exclusive for employees/ patients/ in house personnel)
Contract Period/अनुबंध अवधि	1 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	75 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Estimated Bid Value/अनुमानित बिड मूल्य	7725120
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	150000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

PRINCIPAL COMMISSIONER OF CUSTOMS
Office of The Principal Commissioner of Customs, Chennai VII Commissionerate, New Custom House,
Meenambakkam, Chennai-600016.
(Mathew Jolly)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

BoQ Canteen Menu.xlsx - [1680242989.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Annual Turnover and Profit Requirement:Annual turnover of Rs.75,00,000/- over the last 02 Years.

Minimum Years (Up To 5 Years) Of Experience in Related Field:02 Years

Geographic Presence In States:Chennai, TamilNadu

Menu Items:[1680242981.pdf](#)

Scope of Work:[1680242961.pdf](#)

Canteen Service - Best Price On Fixed Menu Rate Model - Vegetarian, Non-Vegetarian; Breakfast, Lunch, Snacks, Beverages; Inside Building Premises (exclusive For

Employees/ Patients/ In House Personnel) (200)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Type of Diet	Vegetarian , Non-Vegetarian
Type of Meal	Breakfast , Lunch , Snacks , Beverages
Type of Canteen Space	Inside Building Premises (exclusive for employees/ patients/ in house personnel)
Electricity Charges	To be provided by Buyer
Cooking Gas Charges	To be provided by Service Provider
Water Charges	To be provided by Buyer
Basic Furniture	To be provided by Buyer
Canteen's Operational Days in a week	6 days a week
Cooking Equipments	To be provided by Buyer
Essential Crockery	To be provided by Buyer
Canteen Staff	To be provided by Service Provider
Distribution/ Serving Style	From single point - (canteen establishment)
Uniform for Canteen Staff	To be provided by Service Provider
Display Shelf	Not Required
Smart Vending Machines	Not Required
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Canteen End Time	05:00 PM
Canteen Start Time	10:00 AM

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total No of Employees/ Individuals/ Footfall to be served per day	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total No of Employees/ Individuals/ Footfall to be served per day	Additional Requirement/अतिरिक्त आवश्यकता
1	Magimai Arockiaraj	600016,Chennai-VII Commissionerate, New Custom House, Meenambakkam, Chennai-600016	200	<ul style="list-style-type: none"> Total Canteen Space (In Sqft) : 2750 Monthly License Fee : 0 Duration in Months : 12 Working Days in a Month : 26

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

The Principal Commissioner of Customs, Chennai-VII Commissionerate.
payable at
Chennai

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Bid Submission:

- (a) Tenderers/contractors are requested to submit their Bids only online through GeM (Government e Marketplace) portal.
- (b) All uploaded bid/supporting documents should be clear, visible, and legible for evaluation purpose, failing which the bid/tender shall be rejected.
- (c) Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance with father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s) / director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- (d) Bidder who has downloaded the documents from GeM portal 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 their Earnest Money Deposit would be forfeited and Bidder is liable to be banned from doing business with this office.
- (e) Intending Bidders are advised to visit GeM portal regularly till closing date of submission of tender for any corrigendum / addendum / amendment.
- (f) The rates shall be quoted in Indian Rupees only. The rates will be inclusive of all taxes, fees, levies, etc. and any revision in the statutory taxes, fees etc. will be the responsibility of the Bidder/Contractor.
- (g) In case of any discrepancy/difference in the amount indicated in figures and words the amount in words will prevail and will be considered.
- (h) The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

The bidders may seek clarifications, if any, from Superintendent, CHS UNIT, Ground Floor, New Custom House, Meenambakkam, Chennai-600016, in all working days from Monday to Saturday between 11.00 A.M to 05.00 P.M till one day before the Bid opening date. Contact Numbers: (044)22569598/578 Email: chsacc.chennai@gmail.com

The Principal Commissioner of Customs (Chennai-VII Commissionerate), New Custom House, Chennai-600016 reserves the right to reject any or all the bids / quotations without assigning any reason.

2.) PRE-REQUISITE QUALIFICATIONS:

- a) Bidder to enclose appreciation certificates (if any) & experience certificates in catering.
- b) Bidder should enclose copy of valid Permanent Account Number under Income Tax Act.
- c) Bidder should be complying with the provisions of Income Tax Act and submit evidence on filing Income Tax Returns for a minimum period of one year.

- d) Bidder should have registered under ESI, EPF & GST regulations and proof to be enclosed in this regard.
- e) Bidder should comply with provisions of Contract Labour (Regulation and Abolition) Act, 1970 and any other Rules/Regulations/Act on "Labour" and "Catering Services" which are presently in force.

3.) GENERAL CONDITIONS:

- a) The Technical Bid will be evaluated based on the details uploaded in GeM Portal (Packet-I) in the prescribed formats to ascertain whether the bidders qualify. After evaluation of Technical Bid, the Financial Bid (Packet-II) of only those firms who technically qualify under Packet-I will be opened online/will be considered for financial evaluation.
- b) In the event of any of the mentioned date being subsequently declared as a holiday / closed day for the office, the tenders will be opened on the next working day at the scheduled time.
- c) In case of more bidders quoting same rate, the Principal Commissioner of Customs (Chennai-VII), New Custom House, Chennai reserves full rights to select the vendor.
- d) The Tender documents are not transferable.
- e) This office reserves the right to postpone / and or extend the date of receipt / opening of quotations or to withdraw the same without assigning any reasons.
- f) All the bid documents, supporting documents & certificates should be sequentially numbered and signed in all pages duly by the authorized signatory with date and affix their official stamp, as a token of having read and understood the terms & conditions contained and should be uploaded along with the Tender Document, if any discrepancies noticed the bids shall be rejected.
- g) Bidder should upload all the details in the prescribed pro-forma and as per the requirements set out in the tender documents. Incomplete Bids/Tenders will be rejected.
- h) No negotiation shall be entertained with any of the bidders/tenderers.

4.) COST OF TENDERING:

The bidder shall bear all costs associated with the preparation and submission of their tenders and the Buyer will in no case be responsible or liable for those costs, regardless of the conduct or Outcome of the tendering process or the cancellation, if any, or tender by the Principal Commissioner of Customs (Chennai- VII), New Custom House, Chennai -16.

5.) REJECTION OF TENDER DOCUMENTS:

- (a) The bidder shall read and understand the contents of the tender documents, carefully. Failure to comply with the requirement of tender submission will be liable for rejection. Tenders, which are not responsive to the requirements of the tender conditions, will be rejected.

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(b) It is mandatory that, the tenderer/bidder should digitally sign the tender documents including all supporting documents & certificates and submit the same along with the Technical Bid. The tenderer/bidder should fill up the required information in the tender form. The tender form and supporting documents should be complete in all respect, failing which the bid/tender will be rejected.

(c) No Additions / Modifications / Deletions in the tender documents and other related supporting documents shall be entertained during the tender process. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD will be forfeited, and Bidder is liable to be banned from doing business with this office. The decision of the Tender Committee will be final and no correspondence in this regard will be entertained.

(d) If any other discrepancy is noticed by the Tender Committee, the tender/bid shall be rejected.

6.) AMENDMENTS TO TENDER DOCUMENTS:

(a) At any time prior to the bid opening date, the Principal Commissioner of Customs (Chennai-VII), New Custom House, Chennai-600016 may for any reason, suo moto or in response to a clarification by a prospective bidder, modify the tender documents by issuing amendments (addendum / corrigendum etc.,)

(2) Any amendments (addendum / corrigendum etc.) thus issued will be hosted on the GeM portal prior to the closing date of the Tender i.e. bid opening date and all the bidders who have downloaded the Bid documents 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, shall be binding on the Bidder. No separate notice / intimation of amendments will be sent to the bidders.

7.) CORRECTION OF ERRORS (IN FINANCIAL BID):

The Tenderer/Bidder shall quote the rates both in figures as well as words. The cost of individual items shall also be worked out and mentioned in the financial bid (both in figures and words). On check if there are differences between the rates quoted by the Tenderer/Bidder in words and in figures or in the amount worked out by him, the following procedure shall be followed:

- i.) If in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- ii.) If there is an error in a total corresponding to the addition or subtraction of sub totals, the sub-totals shall prevail, and the total shall be corrected.
- iii.) If there is a discrepancy between words and figures, the amount in words shall prevail and shall be considered.

8.) TERMINATION, ARBITRATORY OBLIGATIONS:

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- a) Non-fulfillment of conditions laid down in the Tender Notice by the Contractor would result in forfeiture of performance security/guarantee furnished by the Contractor.
- b) Any dispute arising between the contractor / workers deployed by contractor with staff members of Customs should be addressed to The Asst./Dy. Commissioner of Customs, CHS Unit, Chennai-VII Commissionerate, New Custom House, Meenambakkam, Chennai-600 016 and should be resorted to mutually.
- c) A notice in writing should be given to the Principal Commissioner of Customs (Chennai-VII) 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 security/guarantee would be forfeited automatically in case the contractor violates any of the terms and conditions agreed upon.
- d) The Chennai-VII Customs Commissionerate, reserves the right to terminate the contract at any point of time without assigning any reasons.
- e) Disputes 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 subjected to the judiciary of Chennai jurisdiction only.

9.) TERMS AND CONDITIONS:

- i. In compliance to the Govt. of India's initiative with respect to '**Swachh Bharat**' mission, the contractor should ensure that the canteen premises & its surrounding areas are kept neat & tidy, the workers engaged in the Canteen work should be provided with Aprons, Gloves, Head caps and are issued with proper uniform and also should ensure that the staff have clean Hair and nail cuts with display of Identify cards on their person while on duty.
- ii. The contractor may appoint staff to provide the catering services of the canteen as per terms and conditions mutually agreed upon between the contractor and the concerned persons. The Chennai-VII Customs Commissionerate shall have no responsibility or liability vis-à-vis the persons so employed by contractor.

iii. 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 the Chennai-VII 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 the Chennai-VII Customs Commissionerate from time to time. If, the successful bidder, on awarding of contract and during the currency of Contract period, violates compliance of Statutory obligations in force would be considered as "Breach of Contract" and results in termination of contract.

iv. 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 the Chennai-VII Customs Commissionerate will stand indemnified against any claims /damage/ compensation.

v. The contractor shall be responsible for the discipline of workers/labourers and in the event of any misconduct, The Principal Commissioner of Customs (Chennai-VII), New Customs House, Meenambakkam, Chennai-600016 and his representative shall have the right to inform the contractor for alternative employment of workers/labourers. The workers/labourers deployed by the Contractor are exclusively for 'Catering Service" and shall have access to pathways/ areas for enabling food services.

vi. Bidder should ensure that the workers/labourers 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-fulfilment of ESI/EPF Regulations fall under the sole preview of the Bidder and Chennai-VII 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 Chennai-VII Customs Commissionerate from time to time.

vii. Employment of serving staff / cleaners in the Canteen on a daily basis is strictly prohibited. The Contractor should further ensure that the personnel are deployed after due verification and certification of their antecedents. The workers/labourers deployed by the Contractor should be free from addiction of any sort.

viii. The bidder should ensure deployment of MINIMUM strength of 09 (NINE) staff to ensure uninterrupted and smooth service.

ix. The Supervisor attached to the Contractor shall report to the Caretaker/CHS Unit of Chennai-VII Customs Commissionerate, Chennai on a regular basis. The Contractor shall be permitted to utilize the canteen premises as earmarked by the Chennai-VII Customs Commissionerate, Chennai.

x. Chennai-VII Customs Commissionerate will provide Space, Electricity, Kitchen Equipment & Ground water at free of cost (excluding LPG Cylinders) to the Contractor. In 'Technical Specifications' in the field 'Water Charges', 'Water' Indicates 'Ground water'. Potable water/Can water will be at the cost of Contractor. The 'Apron' and 'Microwave' as mentioned in the field 'Cooking equipment' under the heading 'Technical specifications' shall be provided by the contractor.

xi. No modifications/ alteration in the premises would be allowed except with the approval of the Competent Authority of Chennai-VII Customs Commissionerate.

xii. Chennai-VII Customs Commissionerate will provide basic infrastructural facilities including kitchen Equipment for operating the canteen. The **List of kitchen Equipment** handed over to the Contractor for running the canteen would be forming "Part of Agreement". The responsibility of maintenance, execution of repairs to the equipment and safety of the equipment lies with the Contractor. The contractor should ensure that the equipment entrusted to him is maintained with care and due diligence and to undertake periodical servicing of the equipment which is mandatorily carried out for proper maintenance of equipment.

xiii. On termination of contract period, the Contractor should ensure that the kitchen Equipment is handed over to Chennai-VII Customs Commissionerate in full working condition. The cost of damage / loss noticed will be liable to be deducted from the performance security / guarantee amount without any notice.

xiv. 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 'Menu Items'**. The bidders are required to quote their rates item-wise as well as for the Total Packages for the proposed items specified in "Menu Items", taking into consideration the cost of facilities extended by Chennai-VII Customs Commissionerate (space, electricity, Ground water, kitchen Equipment including vessels, ducting, fire extinguisher system, etc. are at free of cost to the Contractor).

xv. The Contractor should ensure that the food items prepared are of superior quality. Water used for preparation of food items should be purified water. The prohibited items like baking soda, chemical colours, adulterated oils, ajinomoto salt etc. 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.

xvi. The contractor should ensure that the consumption of power/electricity is handled with the perspective of Energy conservation. Usage of plastic items is resorted to the barest minimum and the Contractor should further ensure running of the canteen in an eco-friendly manner.

xvii. The quality of food would be checked by the Committee nominated by the Principal Commissioner of Customs (Chennai-VII), New Custom House, Meenambakkam, Chennai-600 016 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 Chennai-VII Customs Commissionerate subsequent to the quality testing so conducted.

xviii. Chennai-VII Customs Commissionerate and the Contractor, may decide, from time to time, upon the quantum/type/no. of items/food items/beverages/snacks etc. to be served and supplied through the Canteen and Rates of all items/snacks with specific quantities (grams, ml, numbers, pieces etc.) to be serviced should have prior approval of Chennai-VII Customs Commissionerate.

xix. The Contractor should ensure stacking of adequate quantity of provisions, fruits, vegetables and cleaning materials to ensure smooth and uninterrupted functioning of canteen.

xx. The Contractor should ensure that the canteen premises, kitchen equipment, furniture in the Canteen premises are cleaned regularly and the premises are maintained in a clean and tidy manner. He/She should also ensure for timely disposal of garbage generated within the canteen area and pest control of the canteen premises.

xxi. 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.

xxii. The contractor should ensure that the canteen premises are free from rodents and periodical pest control measure to be carried out as per statutory regulations in force.

xxiii. The Contractor will ensure that hazardous or inflammable or any intoxicating materials are not stored in the canteen premises.

xxiv. The contractor shall not engage a subcontractor for rendering the services mentioned

ed in this contract.

xxv. The decision of Tender Purchase Committee shall be final with regard to technical bids.

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

xxvii. In case of any food poisoning / contamination, the Contractor will be held fully responsible and he will bear all the expenses caused due to food poisoning / contamination and liable to undergo legal proceedings if any.

xxviii. Edible Oil and other items should be of good quality, branded and in sealed package. Agmark & other certified items should be used. Items after expiry date should not be used. All cooking should be done in Sunflower /Refined Groundnut Oil/ Rice Bran Oil or any other oil better/healthier than these oils. Soya bean oil / palm oil / vanaspati (Dalda) should not be used at any cost in the canteen.

xxix. Canteen should be closed by 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 with prior approval of Caretaker / CHS Unit.

xxx. The selection of service provider does not necessarily be based on the lowest quote alone as many other criteria that are required may be decided by the tender committee / competent authority.

xxxi. Financial document indicating Price breakup as uploaded by the service provider in the pdf format shall not be a part of L1 evaluation. However, the pdf document uploaded by the bidder will be considered as part of the contract.

7. Purchase Preference (State)

Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting

Authority : Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of

Bid inviting Authority whose credentials are validated online through Udyog Aadhaar/URC for that product category. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15 Quoted price as percentage margin of purchase preference/price} % of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100 % of total value as defined/ decided in relevant policy.

8. Purchase Preference (Centre)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

9. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

10. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

The Principal Commissioner of Customs, Chennai-VII Commissionerate.
payable at
Chennai

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---