II. TERMS AND CONDITIONS:

ELIGIBILITY CRITERIA

1. CONDITIONS TO BE SATISFIED IN THE QUALIFYING BID:

1. Bidder should have minimum three years of experience in providing housekeeping services to various organization; and should have completed at least two such works with any government offices in the similar activity, in the last three years ended 31.03.2011.
2. The bidder must have ESI Registration, EPF Registration, registered before 01.04.2008. The bidder must also have Service Tax Registration.
3. Balance sheets for past three financial years 2008-09, 2009-10 & 2010-11 should be enclosed along with the qualifying bid.
4. The tenderer should not have incurred loss in any two years during the last three years as on 31.03.2011.
5. The bidder must produce a solvency certificate from his banker for an amount not less than the amount of the contract for the period 1/04/2012 to 31/3/2013.
6. Within one month from the date of awarding the contract the successful bidder shall obtain a license under the Contract Labour (R & A) Act, from the licensing authority.

OTHER TERMS AND CONDITIONS:

1. The persons employed should work on all days except Sundays and National holidays.
2. The working hours will be from 08.30 a.m. to 04.30 p.m. daily.
3. A skeleton staff would be required beyond 04.30 pm on all working days to cater for emergency services, for which 4 persons can be employed between 08.30 a.m. to 12.30 p.m and from 04.30 p.m. to 07.00 p.m.
4. The personnel deployed should be well experienced and trained adequately and of sound health. They should be well behaved and well mannered. They should be provided with uniforms and identity cards prominently displayed. They should have knowledge of local language and preferably English also.
5. If a particular person is absent on any day another person should be deployed in his/her place.
6. The personnel should attend to work punctually and complete the cleaning work of the entire office premises before 9.15 a.m. daily. The personnel will perform all the duties assigned to the contractor and as specified by the department from time to time.
7. The personnel will report to the Officer-in-charge assigned by the Department i.e. PRO.

8. The contractor should deploy one full time Supervisor with mobile phone who shall report to the P.R.O. daily.

9. In case of emergency and residual situations the contractor has to make the personnel available to cater for emergency services & urgent works entrusted by this office as and when need arises.

10. The service provider should adhere to all the relevant statutory enactments dealing with employment of labour. All existing statutory regulations of both state and Central Government should be adhered to by the Service provider. Any failure to comply with any of the regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice in addition to the action proposed to be initiated by the statutory bodies.

11. The service provider should pay the personnel a minimum wage at the prevailing rate fixed under the Minimum Wages Act any breach of this condition will render the contract liable for immediate termination without any prior notice besides the legal action to be initiated.

11. The contractor is responsible for payment of monthly salary including leave salary, bonus, gratuity etc., to the personnel as applicable to them. The workers should be provided with a salary slip every month.

12. The contractor should ensure that there is no scope for any grievance from the personnel on delayed payment of wages. The employees engaged by the Housekeeping agency will be in the employment of the Housekeeping Agency only and not of Central Excise Department.

13. The department will not involve in any dispute between the service provider and workers of the service provider.

13. Mode of payment will be monthly and payments to the Housekeeping Contractor will be through Account Payee Cheques only. Tax shall be deducted at source as per the prevailing Income Tax Act from the monthly bills.

14. The Contractor shall indemnify and shall keep this office indemnified against Acts of omission or negligence, dishonesty or misconduct of the men / women engaged for the work and this office shall not be liable to pay any damages or compensation to such person or to third party. All damages caused by the housekeeping personnel shall be charged to the contractor and recovered from its dues/bills.
15. This office reserves the right to terminate the services of the Housekeeping contractor at anytime without giving any notice whatsoever.

16. The Service provider shall strictly comply with the terms and conditions of the agreement, which will be executed with the successful bidder.

17. The contract will be in force for a period of twelve months from the date of award of contract (w.e.f 01.04.2012 to 31.03.2013). This office reserves the right to extend the duration of the contract for a further period subject to satisfactory performance and on mutually agreed terms and conditions.

18. The Service provider should specify the materials to be supplied for the housekeeping services. All the Housekeeping materials / consumables, such as Brooms, Cobweb sticks, Dusters, Mop sticks, Buckets, Mugs, Toilet Cleaner, Floor cleaner, Toilet fresheners, Urinal cakes, Cleaning powder, phenyl, Hand wash liquid, Toilet cleaning brush, cleaning / dusting cloth, Water Wipers, Dust bins, Garbage bins, Rooms spray. Scrubbing pads. Naphthalene balls, glass cleaner etc., as required to execute the above jobs will be supplied by this office (Service Receiver).

19. No escalation of price whatsoever would be allowed during the pendency / currency of the contract.

20. If at any time during currency of JOB, the SCOPE OF WORK for which this job has been awarded is reduced/ abandoned, the payment / value of this job order shall be reduced on pro-rata basis by this office and would be binding on the Contractor (Service provider).

21. The contractor (Service provider) shall submit the bill for every month by the 1st day of the following month along with the statement showing the area cleaned, mopped, etc. No interim bills will be entertained.

22. Any dispute arising out of this agreement or that which may arise in future, 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.
I. TENDER PROCESS:

1. Tenders are invited in two parts i.e. (1) Qualifying Bid (2) Financial Bid.

2. The tender form for Qualifying bid in pro-forma prescribed in Annexure- I and the tender form for the financial bid in pro-forma prescribed in Annexure-II complete in all aspects shall be submitted in two separate sealed covers addressed to the Additional Commissioner of Central Excise (P&V), O/o The Commissioner of Central Excise, Chennai – IV Commissionerate, No.692, MHU Complex, Anna salai, Nandanam, Chennai- 35, on or before 16.00 Hrs. on 20/01/2012. The Sealed covers should be subscribed with “Qualifying Bid – Contract for the providing Housekeeping services”, and “Financial Bid – Contract for Providing Housekeeping services” respectively. Qualifying Bids will be opened on 23/01/2012 at 15.00 Hrs. in the presence of bidders at the Office of the Commissioner of Central Excise, Chennai – IV Commissionerate Office, Chennai-35.

3. 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.

4. Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty Five Thousand only) per application in the form of Demand Draft / Bankers cheque of scheduled Bank drawn in Favour of “O/o The Commissioner of Central Excise, Chennai - IV, Chennai-35” shall accompany the qualifying bid. Qualifying 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 – I & II 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.

5. Performance Guarantee: The Successful bidder has to submit an amount equal to one month’s payment as performance guarantee deposit in the form of Bank guarantee from a Nationalized Bank / Demand Draft / Bankers cheque of a scheduled bank drawn in favour of “Office of the Commissioner of Central Excise, Chennai – IV Commissionerate Office, Chennai-35.” before awarding contract. The performance guarantee shall be refunded to the selected bidder without any interest with in one month from the completion of contract period.
6. The bidder 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 therein and submit the same along with the qualifying bid. The bidder would fill up the information in the Annexure I & II enclosed at the end of this document in clear and legible terms. The tender documents are not transferable.

7. **The bidders shall quote their rates for the service to be provided as “RATE PER SQ.FOOT PER MONTH” (in both words and figures),** which should include deduction towards PF and ESI etc. and the same would not be payable over and above the rates thus quoted.

8. This office reserves the right to postpone/and/or extend the date of receipt/opening of Rates/Quotations or to withdraw the same, without assigning any reason thereof.

9. This office reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for such action.

10. 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. 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.

1. **Rate and Prices:**

   The bidders shall quote their rates for personnel employed as **“RATE PER SQUARE FOOT PER MONTH” (in both words and figures)**.

2. **Final Payment:**

   The contractor shall submit the bill for every month by the 1st day of following the month. No interim bills will be entertained. Payment will be made through Cheque within a month from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective Administrative Officer/Public Relation Officer. The payment is subject to TDS as applicable under the Income Tax Act, 1961.
The tenderer should ensure that the following documents are part of the Qualifying bid:

a) Annexure-I (duly filled in) along with necessary enclosures.

b) EMD for Rs. 25,000/- Demand Draft/Banker's Cheque drawn in favour of "The Commissioner of Central Excise, Chennai – IV, Chennai – 35 payable at Chennai".

c) Tender Document (all pages signed)

Financial Bid:

a) Duly filled in Annexure-II

Encl:

1. Qualifying Bid Document (Annexure-I)

2. Financial Bid Document (Annexure-II)
ANNEXURE - I

QUALIFYING BID DOCUMENT

1. Name of the party:

2. Address:
   (With Tel No., Fax No.):

3. Name & Address of the proprietor /
   Partners / Directors (With Mobile No.):

4. Contact person(s) (with mobile number):

5. No. of years of experience in providing
   Housekeeping Services (enclose proof such as
   Performance Reports from clients (or) TDS copies):

6. Average Annual Turnovers (last 3 years ended
   31.3.2011) : Certified by Chartered Accountant

7. Permanent Account Number (PAN) (The
   Evidence for filing of IT returns along with
   Profit and Loss Account & Balance Sheet
   for the last three financial years to be
   enclosed):

8. Details of ESI & EPF Registration along with
   Evidence (Registered Before 01.Apr - 2008):

9. Details of Service Tax Registration along
   with evidence:

10. 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/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.

(Signature of Authorized signatory with date)
ANNEXURE - II
FINANCIAL BID DOCUMENT

1. Name of the party
2. Address (with Tel No, Fax No)
3. Name and address of the proprietor/ partners / Directors (with mobile No)

<table>
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<tr>
<th>Sl.No</th>
<th>Name of the Office &amp; Address</th>
<th>Area (Sq. ft.)</th>
<th>Monthly rate per Sq. ft. (Rs)</th>
<th>Amount</th>
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<tbody>
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<td>2</td>
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<td>3</td>
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<td>Total monthly charges</td>
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<td>Service Tax</td>
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<tr>
<td>Grand total</td>
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</tr>
</tbody>
</table>

(Rupees in words :)

DECLARATION

Hereby certified 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 the authorized signatory with date)