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**OFFICE OF THE COMMISSIONER OF GST AND CENTRAL EXCISE
CHENNAI OUTER COMMISSIONERATE
NEWRY TOWERS No.2054-I, II Avenue ANNANAGAR, Chennai-600040**

C.No.I/22/2/2017-PRO PF-I

Dated: .02.2018

TENDER NO. 01/2018

**NOTICE INVITING e-TENDER FOR PROVIDING HOUSEKEEPING SERVICES
ON CONTRACT BASIS
FOR GST & CX CHENNAI OUTER COMMISSIONERATE, CHENNAI -40.**

E-Tender/Bids are invited from reputed Manpower Supply Agencies for providing "**Housekeeping Services**" on contract basis at the O/o The Commissioner of GST & CX Chennai Outer Commissionerate, Newry Towers, No.2054-I, II Avenue, Annanagar, Chennai-40 for an area of 88173.49 sq. ft. at GST & Central Excise Chennai Outer Commissionerate.

1. Document Download:

Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app>, www.centralexcisechennai.gov.in or www.cbec.gov.in as per the schedule as given in TIME SCHEDULE as under by the bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

TIME SCHEDULE OF TENDER

| S.No | Particulars | Date | Time |
|------|--|------------|-----------|
| 1 | Tender e-publish date | 22.02.2018 | 10:30 Hrs |
| 2 | Document download start date | 22.02.2018 | 11:00 Hrs |
| 3 | Start date for seeking clarification (on-line) | 22.02.2018 | 12:00 Hrs |
| 4 | Last date for seeking clarification (on-line) | 02.03.2018 | 17:00 Hrs |
| 5 | Bid submission start date | 23.02.2018 | 17:00 Hrs |
| 6 | Bid submission last date | 13.03.2018 | 11:00 Hrs |
| 7 | Tender opening date (Technical) | 14.03.2018 | 11:00 Hrs |

2. Bid Submission:

- i. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Tenderer/Contractor are advised to follow the instructions "**Instructions to Bidder for Online Bid Submission**" provided in the **Annexure VI** for online submission of bids.
 - ii. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
3. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will 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 for rejection.

4. Tenderer who has downloaded the tender, from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> **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 EMD would be forfeited and tenderer is liable to be banned from doing business with this Office.

5. Intending tenderer are **advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission** of tender for any corrigendum / addendum/ amendment.

6. The rates shall be quoted in Indian Rupees only.

7. The rates will be inclusive of all taxes (except GST), fees, levies, etc. and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.

8. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.

9. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

For further details, **Dr. Ajitesh Radhakrishnan, Deputy Commissioner (Admn)** may be contacted at 044-26142802.

NOTE: The Department reserves the right to postpone the date of opening or to accept or reject any or all the bids, without assigning any reasons.

(DR. AJITESH RADHAKRISHNAN)
DEPUTY COMMISSIONER (ADMN)

Copy to:

1. The PRO, Chennai North/South to put up on the Notice Board.
2. The Superintendent of GST & Central Excise, Computers, Chennai North to upload in official website.



**OFFICE OF THE COMMISSIONER OF GST AND CENTRAL EXCISE
CHENNAI OUTER COMMISSIONERATE
NEWRY TOWERS No.2054-I, II Avenue ANNANAGAR, Chennai-600040**

C.No.I/22/2/2017-PRO PF-I

Dated: .02.2018

TENDER DOCUMENT

E-Tender/Bids are invited from reputed Manpower Supply Agencies for providing "**Housekeeping Services**" on contract basis for O/o The Commissioner of GST & CX Chennai Outer Commissionerate, Newry Towers No.2054-I, II Avenue, Annanagar, Chennai-40 for an area of 88173.49 Sq.Ft.

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(Signature of bidder)

Annexure-I
Terms & Conditions

General Rules and Directions for the Guidance of the Bidder (Section I),

1.1. Scope of Tender

1.1.1 Commissioner, GST & CX Chennai Outer, (hereinafter referred to as the Buyer), invites e-tenders/Bids for “**Providing Housekeeping Services**” for the office located at Newry Towers, No.2054-I, II Avenue, Annanagar, Chennai-40 as defined in the tender documents (hereinafter referred to as the “Service”).

1.1.2 Duration of the Contract:

The Contract period is from **01.04.2018 to 31.03.2019**. The contract is extendable at the same terms and conditions and at the same rates by one more year subject to providing of services to the satisfaction of buyer, at the sole discretion of the buyer.

1.1.3 All equipment and cleaning supplies will be provided by the Office of the Commissioner of GST and Central Excise, Chennai Outer.

1.1.4 Area:

| Sl. No. | Name of the Office | Location | Area occupied in (sq. ft) | Common area in (Sq.Ft) | Covered /Uncovered parking in (Sq.ft) |
|--------------------|---|--|---------------------------|------------------------|---------------------------------------|
| 1. | O/o The Commissioner of GST & CX, Chennai Outer | Newry Towers, No.2054-I, II Avenue Towers, Annanagar, Chennai - 600040 | 57653 | 16211.26 | 14309.23 |
| Grand Total | | | 88173.49 | | |

1.1.5 Cleaning Schedule:

The contractor’s cleaning schedule shall be planned to include Daily, Weekly and Monthly cleaning activity. The contractor shall periodically review and revise the cleaning schedule in consultation with this office and submit a copy of the same to the Public Relations officer.

1.1.6 The Newry Tower Building comprises of Ground floor plus four floors. The contractors shall deploy sufficient number of employees on each floor of the Building keeping in view the requirements, however it is informed that **at present there are 38 employees working.**

(A) OFFICE SPACES:

(i) All the office floor area including officers' chambers, staff halls, visitors room, form stores, record rooms, facilitation counter, canteen etc. shall be cleaned and mopped once daily and scrubbed once in a week. They shall do extra mopping at entrance of this Building on rainy days to avoid slippage.

(ii) Furniture like tables, chairs, visitors' chairs, computer tables, almirahs etc. and electronic gadgets like computers, telephones, fax machines, photocopier machines etc. installed in the above mentioned areas shall be made dust-free and dusting shall be done daily. The doors, windows, partition, Venetian blinds and curtains shall also be kept clean by wiping them once in a week.

(iii) All records are kept in the almirahs and racks. The dust getting accumulated over them shall be vacuum cleaned once in a fortnight, that too only on a working day in the presence of the official who is in possession of such records or such other designated official.

(iv)The lobbies at the building shall be spic-and-span and dry mopping of dust and dirt shall be done as the and when stains or foot marks appear. All items of furniture installed at the lobbies viz. tables, chairs, glass doors partitions etc., shall be dusted at regular intervals on all working days.

(v) The electrical fittings like tube lights, fans, etc. shall be cleaned once in a week. Artificial plants, door mats and carpets shall be cleaned on a weekly basis.

(vi) Attending to electrical facilities in the office like changing of tube lights, bulbs and such other minor repairs whenever required. Artificial plants, doormats and carpets should be cleaned daily and natural plants are to be watered daily.

(vii)The contractor is also liable for cleaning and maintenance of any additional office area/toilets/common area added up during the contract period.

(B) TOILETS:

(i) The office building has common toilets and attached toilets. All the toilets shall be cleaned and made fit for use by 8.45 a.m. on working days. Care shall be taken that the cleaning operation does not obstruct the use of toilets for a very long time. The common toilets in the office, urinals, commodes, wash basins, mirrors, tap fittings etc. shall be cleaned at least four times daily. Toilet floors shall always be kept dry.

(ii) The electrical fittings like tube lights, fans, exhaust fans etc, shall be cleaned once in a week.

(iii) Any leakage in the toilets, faulty taps and valves shall be brought to the notice of the Public Relations Unit, immediately.

1.2. Eligibility Criteria

The tender/Bid is invited in TWO BID SYSTEM (**Technical/Qualifying & Financial Bid**) and is open to all contractors who fulfill the following eligibility criteria:

1.2.1 Experience

The Bidder should have minimum three years of experience in providing housekeeping services to various organization and should have executed work of similar value or above during the last 3 years i.e. since 2014-15:

[Mode of Proof: Copies of the Work order/Agreement and Work Completion certificate for the work Completed with TDS certificates to be uploaded along with bid document].

1.2.2 Turnover

The Bidder should have had an Annual turnover of not less than Rs. 60 lakhs during the last 3 financial years i.e. 2014-15, 2015-16 & 2016-17

[Mode of Proof: Average Annual turnover certificate duly certified by Chartered Accountant to be uploaded along with bid document].

1.2.3 Possession of Valid PAN

The bidder should have a valid Income Tax Registration Number / PAN and other statutory requirements as per Rules in force. The bidder should have filed Income tax returns for the assessment years 2015-16, 2016-17 and 2017-18 and should not have incurred any loss during the F.Y. 2014-15, 2015-16 and 2016-17.

[Mode of Proof: Copy of the PAN Card and ITR's of above three assessment years and Balance sheet/ Profit & Loss accounts for the above three financial years to be uploaded along with bid document]

1.2.4 The bidder should have been registered with the ESI and PF authorities.

[Mode of Proof: Copies of Respective Registration Certificates along with the Receipts for the remittances made during the last 6 months (April 2017 to September 2017) and declaration to this effect to be uploaded along with bid document]

1.2.5 Should not have been black listed by this department. [Declaration to this effect to be uploaded along with bid document]

1.2.6 The bidder must produce a solvency certificate obtained from his banker during the F.Y. 2017-18 for an amount not less than the Annual Contract value as quoted for the period **from 01.04.2018 to 31.03.2019** and uploaded along with bid document. Solvency certificate obtained during earlier financial years will not be accepted.

1.2.7 The bidder must be registered with the GST department (GST registration certificate to be uploaded along with bid document)

With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be the department's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.

All the Documents in proof of meeting eligibility criteria uploaded with the tender are to be duly signed by the bidder

1.3. General Conditions

1.3.1 The Technical Bid Uploaded will be evaluated based on the details uploaded under Technical Bid/Cover I in the prescribed formats to ascertain whether the bidders qualify. After evaluation of technical bid, all bidders will get information regarding their eligibility/qualification on website. Thereafter a system generated mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal. The Cover II (Financial Bid) of only those firms who technically qualify under Cover I will be decrypted and opened online.

1.3.2 The Bids should be signed in all pages only by the duly authorized signatory (ie) of the entity. The person(s) authorized to sign the tender shall sign all the pages of the tender and other documents including those which are required to be submitted as per Clause 1.2

1.3.3 Bidder should upload all the details in the prescribed Proforma and as per the requirements set out in the tender documents under Cover I. Bids and Tender documents should be complete in all respects and any incomplete Bids/tender will be rejected.

1.4. Cost of Tendering

The bidders shall bear all costs associated with the preparation and submission of their tenders and the GST & CX Department 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, of tender by Commissioner of GST & CX, Chennai Outer Commissionerate.

1.5. Rejection of Tender Documents

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

1.6 Clarification of Tender Documents

A bidder requiring any clarification regarding the tender documents may seek the same online within the time schedule prescribed. The GST & CX department will respond online to any such request for clarification, received.

1.7 Amendment to Tender Documents

1.7.1 At any time prior to the deadline for uploading the response to clarification, Commissioner, GST & CX Chennai Outer Commissionerate may, for any reason, suo-moto or in response to a clarification by a prospective bidder, modify the tender documents by issuing amendments (addenda/corrigenda etc.)

1.7.2 Any amendments (addenda/corrigenda) thus issued will be hosted on the website upto 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, shall be binding on the Bidder. No separate notice / intimation of amendments will be sent to the bidders.

1.8. Preparations and Submission of Tenders

1.8.1 Language of Tender

The tender, and all correspondence and documents, related to the tender, exchanged between the bidder and the buyer shall be written in the English language only. If the bidder along with their offer furnish any printed literature written in any other language, such documents shall be supplemented with their English translation also. For the purpose of interpretation of the tender, the contents in the English translated version alone shall be taken into consideration.

1.8.2 Documents comprising the Tender

The Bids/tender submitted by the Bidder shall comprise the following and should be read in conjunction with any Amendments issued in accordance with Clause 1.9

(i) Documents to be uploaded with Cover I (Technical Bid documents)

- a) Scanned copy of Earnest Money Deposit (EMD)/Exemption from payment of EMD
- b) Scanned copy of entire tender document, signed & sealed on all pages
- c) Scanned copy of Offer Letter (Annexure II)
- d) Scanned copies of Annexures III A, III B, III C, IV, VI & VIII with necessary enclosures

(ii) Cover II (Financial Bid)

- a) Scanned copy of financial bid undertaking (Annexure-VII)
- b) Scanned copy of Financial Bid (Annexure-V)
- c) Financial bid document in the form of BOQ_XXXX .xls

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 - III and the tender form for the financial bid in pro-forma prescribed in Annexure - V complete in all aspects shall be uploaded on CPPP site. The Qualifying Bids will be opened online on **14.03.2018 at 11.00 a.m.** at **Office of "The Commissioner of GST & Central Excise, Chennai Outer Commissionerate, Chennai-40"** Bidders may observe the tender opening online. The date and time of opening of "Financial Bid" will be intimated to the eligible bidders after evaluating the "Qualifying Bids". The Financial Bids of those bidders who qualify on evaluation of Technical Bids would be decrypted and opened online.

1.9. Conditions stipulated by the bidder

The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to the GST & CX department. Tenders containing any qualifying conditions or even bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection.

1.10. **Filling up of Forms, Completeness & Mode of Submission of Tender:**

1.10.1 The bidder shall submit all the documents required to be uploaded/ submitted as per Clause 1.2 duly filled in along with their covering letters, data and other information so that the tender is complete in all respects.

1.10.2 The tender/Bids shall be uploaded/filled and signed only by the entity/firm/corporation in whose name the tender documents have been issued.

1.10.3 Bids sent by telex, fax, Email etc. (i.e. modes other than by ways prescribed in Annexure - VI) shall not be accepted.

1.11. **Tender Prices**

1.11.1 The contract shall be for the whole Services or for individual component or components as may be decided by Commissioner of GST & CX, Chennai Outer and as described in Sub - clause 1.1.1, based on the unit rates and prices quoted by the bidder in Bill of quantities. **Bidders shall quote the rate per square feet per month and not based on the rate per person per month.**

1.11.2 Items against which no rate or price is entered by the bidder will not be paid for and when executed, such items, shall be deemed to have been covered by the other rates and prices in the Bill of quantities. Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of providing the Housekeeping services at GST & CX, Chennai. This includes all the liabilities of the contractor such as cost of identity cards, uniforms of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, bonus, service charges etc. excluding GST rate. (Applicable GST rates prevailing as on that period will be paid) which should be clearly stated by the contractor.

1.11.3 The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF contributions, bonus, service charges etc. excluding GST rate. (Applicable GST rates prevailing as on that period will be paid). **The offers of those prospective bidders which do not meet the statutory requirements of Applicable Minimum Wages, ESI & PF and Bonus (as in Annexure III B)** in respect of manpower deployment proposed by them in **Annexure-III C** are liable to be rejected.

1.11.4 Minimum wages as fixed and revised from time to time by the Office of the Deputy Chief Labour Commissioner (Central) as applicable to "Housekeeping staff" should be paid by the contractor. The highest of the applicable wages rates (where multiple rates are available for Housekeeping staff) should be paid by the contractor.

1.11.5 Whenever Minimum wages is revised by the respective Labour authorities, it shall be the duty of the contractor to immediately pay such revised minimum wages to the contract personnel deployed and then claim reimbursement from Commissioner of GST & CX, Chennai Outer by providing copies of such orders and proof of disbursement to the contract personnel deployed in the office of Commissioner of GST & CX, Chennai Outer.

1.11.6 No escalation in price whatsoever would be allowed during the pendency /currency of the contract except in circumstances as in clause 1.11.5.

1.12. **Tender Validity**

Tenders shall remain valid for 120 days from the last date for submission of tender

1.13. **Earnest Money Deposit (EMD)**

1.13.1 Each tender/Bid should be accompanied by an Earnest Money Deposit (EMD) amounting to Rs.1,00,000/- (Rupees One Lakh Only) which shall be in the form of Demand draft from any Nationalized Bank / Scheduled Bank drawn in favour of "PAY AND ACCOUNTS OFFICER, CENTRAL EXCISE, CHENNAI." Payable at Chennai and shall be submitted in person to the Public Relations Officer (PRO), Chennai Outer Commissionerate on or before the bid submission last date i.e. 13.03.2018 before 11:00 hours. 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 found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit.

1.13.2 No other form of deposit towards Earnest Money shall be accepted.

1.13.3 **Tenders not accompanied by the Earnest Money Deposit in the manner prescribed in 1.13.1 will be summarily rejected.** No exemption from payment of EMD is available to any bidder for any reason whatsoever, except MSE's as defined in the MSE Procurement Policy issued in Department of MSME (or) are registered with the Central Purchase Organization or with the Finance Ministry or this department.

1.14 **Tender Opening, Bidder Participation, Stages of Evaluation (Technical and Financial)**

1.14.1 Technical bids will be opened online at the Office of THE COMMISSIONER OF GST & CX, CHENNAI OUTER, NEWRY TOWERS, No.2054-I, II AVENUE, ANNANAGAR, CHENNAI 600040", at 11:00 hours on 14.03.2018. Bidders may observe the tender opening online. In the event of the specified date of tender opening being declared as a holiday for the department, the tender shall be opened at the specified time on the next working day.

1.14.2 The information furnished by the bidder in Cover - I in the prescribed format supplied by this department will form the basis for the evaluation. In exceptional cases Commissioner of GST & CX or his representative reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of Commissioner of GST & CX, information and documents supplied in support of the tender do not indicate meeting the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by Commissioner of GST & CX. After satisfying that all / or some of the bidder have attained the minimum qualifying criteria as detailed above, a suitable date and time for opening of the Cover II - Financial Bids will be fixed and those bidder(s) who are qualified will be intimated about the opening of Cover - II - Financial Bids. The Cover- II - Financial Bids of the qualified bidders will be decrypted and opened online. The procedures for opening Cover - II will be the same as the procedures outlined in Clause 1.14.1.

1.14.3 After evaluating the financial bids received under Cover II, the bidder who ranked the lowest (L-1) Price will be awarded the work. In case the financial bid of more than one agency is same as L-1, then Commissioner of GST & CX will be assigning marks to various eligibility parameters like turnover, number of years of relevant experience etc. of such L-1 bidders and work will be awarded to the bidder who score highest marks, among the L-1 bidders.

1.15. **Influencing prohibited**

Any effort by a bidder to influence the buyer during the processing of tenders or award decision will result in the rejection of his / their bid offered.

1.16. **Correction of Errors (in Financial Bid)**

The Tenderer 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 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 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; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail;
- iv) Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to Procuring Entity's observation, the tender is liable to be rejected.

1.17. Commissioner of GST & CX reserves the right to accept any tender and to reject any or all tenders and to annul the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the Affected bidder or bidder or any obligation to inform the affected bidder or bidder of the grounds for the action.

1.18. **Security Deposit**

1.18.1 **Within 15 days of the successful bidder's receipt of notification of Award of Contract from Commissioner of GST & CX, the Bidder shall furnish a Security Deposit at the rate of 10% of the annual contract value in the form of Bank guarantee from any nationalized bank at Chennai.** If the bidder fails to **submit the Security deposit to the Commissioner of GST & CX within the stipulated time**, Commissioner of GST & CX shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.

1.18.2 The Security Deposit will be discharged by Commissioner of GST & CX and returned to the service provider not **later than 90 days following the date of completion of the service providers performance obligations.**

1.18.3 The proceeds of the Security Deposit shall be payable to Commissioner of GST & CX as compensation for any loss(es) incurred by the department resulting from the failure of the Service provider to meet out its obligations under the Contract, as determined by Commissioner of GST & CX. This shall be in addition to any other action/penalty taken by Commissioner of GST & CX for delays/default/failure on the part of the Service provider.

1.18.4 No interest will be allowed on the Security Deposit from the date of its receipt until it is refunded.

1.19. **Refund of EMD**

1.19.1 The EMD will be refunded to all the bidder(s) other than the three lowest technically qualified bidders within one month from the date of opening of Financial bid (Cover - II).

1.19.2 The EMD of the two bidders other than the bidder whose offer is accepted will be refunded within a period of one month after finalization of the award of contract.

1.19.3 The EMD of the successful bidder will be refunded only after the remittance of security deposit in the manner as aforesaid. Till such time, the earnest money shall retain its character, as such, till the successful bidder furnishes the security deposit.

1.19.4. Where a person whose tender has been received on behalf of Commissioner of GST & CX intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to Commissioner of GST & CX (or) fail to furnish the security deposit within the prescribed time, Commissioner of GST & CX shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.

1.19.5 No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded.

1.20. Commencement of Work:

The work shall be deemed to have been commenced from the date on which the contractor takes over based on Instruction from Commissioner of GST & CX. The period of contract is from **01.04.2018 to 31.03.2019.**

1.21. Contract Agreement

The bidder shall, if his tender is accepted, enter into and execute an agreement in the form prescribed when called upon to do so with such modifications as agreed upon prior to the date of acceptance of the tender and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the buyer and the contractor. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the bidder.

1.22. Jurisdiction:

The jurisdiction of all suits/proceedings arising out of this contract, arbitration matters shall be the High Court of Judicature at Chennai.

Section - II

General description of Service and other conditions / Responsibilities of Contractor

2.1 General: Shift, Fitness, Attendance, Amenities, Bio-data & Antecedents:

2.1.1 The Housekeeping staff should be deployed between 08.00 a.m. to 04.30 p.m., Monday to Saturday except on Sunday and National Holidays. At least 25% of the Housekeeping staff should be available even beyond 04:30 p.m. upto 06:30 p.m. Monday to Friday. The contractor shall so devise their deployment by giving them compensatory off on Saturdays. No such manpower provided by the contractor shall be on "part time" basis. The contractor shall deploy sufficient manpower for this purpose. No overtime charges shall be paid separately.

2.1.2 All personnel should be sincere, physically fit, active and energetic and no minor should be engaged. The Personnel will report to the officer in-charge assigned by the Department i.e PRO/APRO.

2.1.3. The service provider should furnish to the department, the bio-data with photograph of the personnel to be posted in the office of Commissioner of GST & CX before posting them and intimate the PRO, Chennai Outer Commissionerate of any changes thereof within 24-hours of the same.

Commissioner of GST & CX reserves the right to reject any person posted in this office without assigning any reason.

2.2 Statutory / Labour Legislations / Labour welfare Obligations:

2.2.1 The Contractor shall be responsible for any accident, damage or injury caused to any of his employees or property or any person or property in course of the Service and death while on service and shall not hold Commissioner of GST & CX responsible in respect of any claim made by any person for any reason whatsoever. The service provider shall be solely responsible for reporting to Commissioner of GST & CX and concerned authorities immediately of any serious or fatal accident.

2.2.2 The Housekeeping staff provided shall be the employees of the Contractor and all statutory liabilities such as ESI, PF, bonus, Workmen’s Compensation Act, etc. will be paid/complied with by the contractor. The list of staff going to be deployed shall be made available to Commissioner of GST & CX and if any change is required on part of the Department, fresh list of staff shall be made available by the agency after each and every change.

2. 2.3 The Statutory compliances including those pertaining to Provident Fund Act, Employees State Insurance Act, and Minimum Wages Act (Contract Labour (Regulation & Abolition Act 1970), Payment of Bonus Act and all other labour and other legislations as applicable from time to time, with regard to the personnel engaged by the contractor (service provider) for service to Commissioner of GST & CX, are the responsibility of the contractor.

2.2.4 It will be the responsibility of the contractor to provide details of manpower deployed by him, in the office of Commissioner of GST & CX, to the Labour department (Central). Within one month from the date of award of the contract, the successful bidder shall obtain a license under the Contract Labour (R&A) Act from the licensing authority.

2.2.5 Commissioner of GST & CX shall not bear any damage / claim of any nature of the Housekeeping staff in discharge of duties. The Service Provider, also called as “Contractor”, shall indemnify Commissioner of GST & CX for any loss suffered by the office of Commissioner of GST & CX in this regard.

2.2.6 The wages (per month) quoted by the bidder should not be less than Minimum Wages as referred in clause 1.11.4, as applicable as on the date of Issue of this Tender. ESI, PF and Bonus should not be less than the statutory provisions / Act. If the amount/rates quoted are less than the prescribed minimum as stated above, then the bid will be disqualified and rejected.

If there is revision in the Minimum Wages prescribed by the Office of the Deputy Chief Labour Commissioner (Central) as applicable to “Housekeeping staff” under Minimum Wages Act, during the currency of the contract, then:

(i) If the revised minimum wages rates are less than the quoted rates, then rates quoted by the bidder will not be enhanced.

(ii) If the revised minimum wages rates are more than the rates quoted by the bidder, then revised minimum wages rates will be considered for reimbursement.

2.2.7 As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by the Regional Provident Fund Commissioner (RPFC for short) for each personnel, against which the PF subscription, deducted from the payment of the personnel engaged and equal employer’s (contractor’s) amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month, giving particulars of the employees engaged for Commissioner of GST & CX works, and the same is required to be submitted to Commissioner of GST & CX every month. In any

eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Commissioner of GST & CX is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement.

2.3. PAYMENT

2.3.1 Payment of bills will be made to the contractor on a monthly basis based on actual services rendered in the previous month. No Advance Payment will be made. The contractor has to submit invoices/bills on the 1st of the following month for the services rendered in the preceding month along with ESI/PF/GST Challan, as applicable, pertaining to that month. Commissioner of GST & CX, would make the payment within 20 days of submission of bills with all the supporting documents and submission of necessary clarification, if there were any queries communicated by Commissioner of GST & CX, to the satisfaction of Commissioner of GST & CX. No Interest is payable by Commissioner of GST & CX in case of any unavoidable delay in settling the bills, though the department would endeavor to settle within 20 days. No other claim on whatever account shall be entertained by Commissioner of GST & CX. TDS at the rates applicable shall be deducted U/S194 (c) of Income Tax Act 1961 on the whole amount.

2.3.2 The contractor may be asked by Commissioner of GST & CX to submit the proof of remittance for his employee towards the payment of statutory norms as applicable to Commissioner of GST & CX. If the contractor fails to submit the proof of remittance the payment towards the service will be stopped until the contractor submits required documents.

2.4. Termination:

The contract may be terminated with a 15 days' notice, before the expiry of contract period owing to deficiency in service or any other reason whatsoever. The contractor is to give 90 days' notice in case he wants to withdraw, in which case Security Deposit /EMD will be forfeited.



(DR. AJITESH RADHAKRISHNAN)
DEPUTY COMMISSIONER
CHENNAI OUTER