# CENTRAL EXCISE COMMISSIONERATE LUDHIANA C.No I- 39 (1) Admn /Hqrs./2017/

## **Tender Notice**

Central Excise Commissionerate, Ludhiana requires the services of a Labour Contractor having valid license under section 12 of the Contract Labour (Regulation and Abolition) Act, 1970 for housekeeping/multitasking of office premises at Rishi Nagar, Ludhiana, its Divisional Offices i.e. Ludhiana-I, II & III (located at Savitri Complex, Dholewal Chowk Ludhiana), Khanna(555/3, Ist floor), Moga (Kothi No. 481, Majestic Road, Civil Lines), Malout (Shop No.50, New Grain Market) & Barnala (Gurdev Nagar, Gali No. 02) and its subordinate offices & Guest House at Ludhiana, details of which can be obtained from Superintendent (Hqrs), Central Excise Commissionerate, Ludhiana. The above contract is solicited for the period 01.06.2017 to 31.05.2018.

Details regarding general terms and conditions, pre-qualification requirement for award of contract and proforma for quoting rates (excluding service tax if any)can be had from Superintendent (Hqrs), Room No.107 located at the ground floor of the office building during the office hours on any working day or can be downloaded from the website <a href="www.eprocure.gov.in">www.eprocure.gov.in</a> & <a href="www.eprocure.

While submitting quotations, bidders must submit the proforma duly filled in and signed for having accepted the general terms and conditions (Annexure-1), special terms and conditions (Annexure-II) & pre-Qualification details under Technical Bid(Annexure-III) in one envelope and financial bid(Annexure-IV) in another envelope. Both the sealed envelops be placed in another sealed cover super scribing it "quotations/rates for supply of Labour/multitasking staff on contract basis". Quotations should be given separately for each building. It is however not necessary that a bidder has to bid for all the premises. These should be addressed to the Superintendent (Hqrs), Central Excise Commissionerate, Ludhiana.

Contractors who do not fulfill the pre-qualification requirement will not be considered. Financial bids of only those contractors/agencies that fulfill all the terms and conditions will be opened separately. The Central Excise Commissionerate, Ludhiana reserves the right to accept or reject any or all the quotations without assigning any reason whatsoever.

Dated:-

Deputy Commissioner (Admn), Central Excise Commissionerate, F-Block Rishi Nagar, Ludhiana

## **Annexure-I**

#### **GENERAL TERMS AND CONDITION**

- 1. Rates/Quotations duly filled in, will be received up to the date and time mentioned in the Tender Notice. Late submission of tenders shall not be accepted.
- 2. If the tenders are sent by post/courier, it should be ensured that the sealed covers (containing the tenders) should be intact at the time of reaching destination without any damage or loss and should reach the department by the deadline prescribed. The Department is not responsible for the delay on account of postal/ courier services or for any other reason.
- 3. Earnest Money Deposit of Rs. 1,00,000/- (Rupees One lac only) per application in the form of Demand Draft / Banker's cheque of scheduled Bank drawn in favour of "Pay & Accounts Officer, Central Excise Ludhiana" Commissionerate, shall accompany the Technical bids/Qualifying bids without Earnest bid/qualifying bid. 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 Annexures 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 an amount equal to one month's payment 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 "Pay favour of & Accounts Officer, Central Commissionerate, Ludhiana before awarding contract. performance guarantee shall be refunded to the selected bidder without any interest within one month from the completion of contract period.
- 5. The Commissionerate of Central Excise, Ludhiana (hereinafter referred to as the Commissionerate) reserves the right to postpone and/or extend the date of receipt/opening of Rates/Quotation or to withdraw the same, without assigning any reason thereof.
- 6. The Contractors are required to submit the complete Rate/Quotations only after satisfying each and every condition laid down in the Annexure enclose.
- 7. All the rates must be written both in figures and in words. Corrections, if any, are to be made by crossing out, initialing, dating and rewriting. In case of discrepancy between the words and figures the rates indicated in

- words shall prevail. All overwriting/cutting, insertions shall be authenticated and attested.
- 8. Rates/Quotations should be submitted and signed by the firm with its current business address.
- 9. The rates shall be valid for a period of at least six calendar months from the date of opening the bid.
- 10. The Contractors should satisfy themselves before submission of the Rates/Quotations to the Commissionerate that they meet the qualifying criteria and capability as laid down in the Annexure.
- 11. The Contractors must comply the Rates/Quotations(except Service Tax, if any), specification and all terms and conditions of contract. No deviation in terms and condition of the Contract shall be entertained unless specifically mentioned by the contractor in the Rates/Quotations and accepted by the Commissionerate.
- 12. The Contract will be awarded initially for the period of **01.06.2017 to 31.05.2018** subject to further extension from time to time. However, extension will be considered keeping in view the various factors such as prevailing market price, satisfactory performance of the firm and prevailing guidelines issued by Ministry of Finance.
- 13. Bidder should not indulge in employing child labour.
- 14. Bidder 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 deductions towards PF, ESI, Pension and Bonus, Employer's contribution etc. and the same would not be payable over and above the rates thus quoted & also state that 24 number of labourers/multitasking staff is to be employed by them to avoid their exploitation.
- 15. In case of any default by the Contractor in any of the terms and conditions(whether General or Special), the Commissionerate may, without prejudice to any other right/remedy, which shall have accrued or shall accrue thereafter, terminate the contract, in whole or part, by giving 15 days notice in writing to the Contractor.
- 16. Notwithstanding anything contained herein, the Commissionerate reserves the right to terminate the contract by giving 15 days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Contractor.

- 17. Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The contractor shall arrange necessary insurance cover for any persons deployed by him even for short duration. The Commissionerate shall not entertain any claim arising out or mishap, if any that may take place. In the even of any liability/claim falling on this Commissionerate, the same shall be reimbursed /indemnified by the Contractor.
- 18. Contractor shall in no case lease / transfer / sublet / appoint care taker for services.
- 19. No other person, except Contractor's authorized representative, shall be allowed to enter the Commissionerate.
- 20. Within the premises of the Commissionerate, the Contractor's personnel shall not do any private work other than their normal duties.
- 21. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep the Commissionerate indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- 22. Contractor shall be solely responsible for payment of wages/charges/compensation other benefits and allowances to his personnel that might become applicable under Minimum Wages Act and other allied acts. However, he will also comply with the Collectorate rates being changing from time to time. The Commissionerate shall have not liability whatsoever in this regard and the Contractor shall indemnify this Commissionerate against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.
- 23. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- 24. It is made clear that the engagement of the service provider does not in any way confer any right to the service provider or the persons that may be deployed by him in this office for claiming any regular or part time employment in this office or any other Govt. Office.
- 25. 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 Technical Bid.

- 26. 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 of such action.
- 27. The bidder should ensure the total number of persons to be engaged should be commensurate with the nature/type of work and total area involved.
- 28. The tender forms shall be rejected if is not complete in any aspect.

We agree to the above terms and conditions:

Signature with Date

Name of the Firm Seal

#### SPECIAL TERMS AND CONDITIOINS FOR HOUSE KEEPING/MULTITASKING

## 1. Area of buildings of Hqrs office Ludhiana and Division / Range offices for which Contract workers are required.

Sr. No.	Name of the Formation	Present location	Present area occupied (Sq. Ft)
1	Hqrs., Ludhiana	Rishi Nagar	69709
		(Occupied area)	
2		Surrounding / parking	62271
		Area	
3	Division- I, Ludhiana	Dholewal Chowk	4267
4	Division-II, Ludhiana	Dholewal Chowk	5820
5	Division-III, Ludhiana	Dholewal Chowk	5820
6	Range- Khanna	Khanna	1553
7	Range-Moga	Moga	858
8	Range-Barnala	Barnala	1518
9	Range-Malout	Malout	1864
	Total		153680

#### 2. SCOPE OF WORK

- (I) The prime object of house keeping services is to maintain the entire premises in a tip top condition. **The cleaning material shall be provided by the department.** The premise is to be maintained from hygienic point of view.
- (II) Though sq.ft area is 153680 however large number of persons are employed and hence more chairs, tables, almirah & racks are required to be cleaned.
- (III) From the past experience of this office, it is advised that manpower of 24 may be appropriate to avoid the physical exploitation & exhaustion of the labour.
- (IV) The broad details of work covered under the scope in enumerated as follow:
- A. Cleaning, sweeping and wiping of floors.
- B. Thorough cleaning of toilet/urinals using required detergents, by putting naphthalene balls in all the urinals and air purifiers in the toilets.
- C. Movement of files, furniture and other office equipments, Photostat copying work, whenever required.

#### D. JOB TO BE CARRIED OUT DAILY

- (i) Cleaning of toilets, windows, wash basin and other fittings, water Coolers, with phenyl/ Lysol twice a day.
- (ii) Cleaning of corridors, staircase and common area with disinfectant in the morning and with plain water in the afternoon.
- (iii) Removing dust from floors, windows, doors, books, journals, furniture, fixtures, telephone, computer, cupboard, air conditioners, almirah, filling cabinets, glass panes etc., and collecting waste paper, sweeping garbage, unwanted material, etc. and its disposal at indicated locations.

- (iv) Cleaning of rooms by mopping floor with cloth soaked in water.
- (v) Providing toilets with liquid soap, naphthalene balls and deodorant blocks. Liquid soap is to be kept in upside down and pour type steel or plastic containers.
- (vi) The contractor shall refill the sanitary cubes, cakes, odonil, air purifier, air freshners, tissue paper dispenser, naphthalene balls, chemicals, disinfectants, detergents, liquid soap, acid etc,[to be provided by the Inspector(Hqrs)] from time to time and as and when required.
- (vii) Miscellaneous services such as serving of drinking water / refreshment etc., during Conference / Meetings / Seminars and visit of Assessees.
- (viii) General maintenance and up keeping of the entire office premises.
- (ix) The Contractor shall be responsible for the proper sweeping, mopping and cleaning of the work place and should keep the office and guest house premises, its towel, bed sheets, pillow covers, other cloth items, kitchen and utensils, dining rooms, other rooms, toilets etc neat and tidy.

### E. JOBS TO BE CARRIED OUT WEEKLY

- (i) Washing of floors with surf/vim/soap and water or any other cleaning operation.
- (ii) Cleaning of window panes with mild detergent and any other cleaning operation assigned / required.
- (iii) Vacuum cleaning in the computer section, all computers in the office and the sofa sets twice a week.
- (iv) If the labour is required on Sunday/Gazetted holiday, no extra charge will be paid to the Contractor.

#### 3. OTHER CONDITIONS

- 1. Sweeping, cleaning, dusting, multitasking etc. shall be completed before 9.00 A.M. everyday.
- 2. The working hours will be from 08.00 to 16.30 hrs. daily including lunch break of half an hour.
- 3. Bidders shall be duly registered with ESIC, Provident Fund, Service Tax and other relevant statutory authorities dealing with employment of labour. All existing statutory regulations of both the State as well as Central Govt., shall be adhered to by the Contractor and all the records maintained thereof shall be available for scrutiny by this office. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice. CONTRACTORS not registered under the ESIC and Provident Funds Act and other relevant statutory enactment dealing with employment of labour need not apply.

- 4. Bidders should pay to their personnel a minimum wages at the prevailing rate as fixed under Minimum Wages Act of contractual Labour or any other Act(i.e. at least basic minimum wages+Employer share of EPF+Employer share of ESI or any other Allowance) and any breach of this condition will be liable for termination of the contract and the same would be dealt with accordingly. Besides, ESI and PF per head at the current rate should be paid by the Contractor every month as per the existing rules. The contractor should ensure payment of increase in DA as and when announced by the Govt. for this payment, Contractor may take into account anticipatory increase in DA while making his bid. The service provider should also maintain Pay Roll containing the above details.
- 5. The persons employed should work on all days except Sunday.
- 6. The contractor will provide his staff with the necessary uniform. The cost will be borne be the Contractor.
- 7. Manpower required for execution of the entire work, including transport, shall be arranged by the contractor. In case, a particular workman remains absent due to one reason or other, it would be the responsibility of the contractor to provide another workman in his place.
- 8. The Contractor shall, on award of the contract, furnish the list containing names, photographs and addresses of the workman sent to the Commissionerate for housekeeping/multitasking services for records.
- 9. The contract rates shall include cost for all essential and contingent works, which although not specially mentioned in this contract, are necessary for completion of the work to the satisfaction of the Commissionerate.
- 10. The contractor shall have no claim against the Commissionerate in respect of any work which may be withdrawn.
- 11. The contractor shall maintain an Attendance Register of personnel. The above register of personnel shall be subject to check by the concerned officer/Inspector (Hqrs) of the Commissionerate. The personnel will render services every day including SATURDAYS except on NATIONAL HOLIDAYS (i.e. 26<sup>th</sup> Jan, 15<sup>th</sup> August. 2<sup>nd</sup> October, Holi, Diwali and Sundays and any other holidays/public holidays which are mandatory under labour laws). They will maintain cleanliness of toilets, lavatories, pantry, floors etc., and will attend to any unforeseen jobs as well as exigency of works. No extra payment of this shall be made. The rates of items of schedule of work include the cost of this provision as well.

- 12. Materials, consumables, appliances, tools and tackles shall be provided by the Commissionerate.
- 13. The personnel will report to the Officer-in-charge assigned by the Department i.e. Superintendent(Hqrs.)/Inspector(Hqrs.) daily.
- 14. The Contractor or his authorized representative should report to the Superintendent(Hqrs.) daily. He shall visit all the divisional offices daily to supervise cleaning activities.
- 15. In case of emergency and residual situations, the Contractor has to make the personnel available to cater for emergency services and urgent work entrusted by this office as and when need arises.
- 16. The Contractor should ensure that there is no scope for any grievance from the personnel on delayed payment of wages or there is any decrease in their applicable wages. The employees engaged by the Housekeeping agency will be in the employment of the Housekeeping Agency only and not of the Central Excise Department.
- 17. No escalation of price whatsoever would be allowed during the pendency/ currency of the contract.
- 18. The Service Provider shall exercise proper supervision of the work turned out by the deployed persons.
- 19. The Service Provider should be registered and well established Housekeeping/ Security Agency and should have a sufficient experience in rendering such services to establishment of Central/State/Public Sector Organizations. A list indicating the Departments where the bidder has contract for Housekeeping/Multitasking services along with supporting documents should be submitted with bid.
- 20. The persons deployed by the service provider should have sound medical fitness, well behaved and should be well experienced and trained adequately to handle any type of cleaning/housekeeping/multitasking and other works entrusted to them by the department.
- 21. The persons deployed should have knowledge of the local language and should not be changed by the contractor without prior intimation to the designated office of the department.
- 22. Being a Central Government Office, no security Deposit/ advance payment will be paid. The quotes of bidders who insist on advance deposit may not be considered for further evaluation.

- 23. The Office of the service provider/ bidder/ should be located in Punjab and the proof of address of the office in Punjab would have to be furnished as a part of the tender.
- 24. No tender will be accepted by fax, email, telex or any other such means.
- 26.Tender is likely to be rejected because of non fulfillment of any of the above terms.

#### 4. TERMS OF PAYMENT

- 1. The contractor will submit the monthly bill for reimbursement in duplicate enclosing the certificate as indicated below, which shall be got duly certified by the officer-in-charge and the same shall be paid thereof after making recovery, if any.
- 2. The contractor shall make regular and full payment of labour charges, salaries and other payments as due by 5<sup>th</sup> of each month as per the labour laws to its personnel deputed under service contact and furnish necessary proof whenever required.
- 3. The Contractor will be required to furnish proof of payments made to the following authorities:-
- (i) Proof of challans/receipt issued by Regional Provident Fund Commissioner (RPFC) etc. for payment made towards applicable provident fund, ESI and EDLI for previous month and proof of payment towards compliance of other statutory provision for the previous month.
- (ii) The Commissionerate shall release due amount to contractor after making recoveries, if any, through crossed account payee cheque/ECS in favor of contractor.
- (iii) The contractor shall promptly make payment to Regional Provident Fund Commissioner in respect of Provident Fund Contribution by Contractor
- (iv) In case, the Commissionerate receives any complaint regarding non-payment of wages to personnel, the amount payable to these personnel will be recovered from Agency/Contractor bill and paid to such personnel.

## 5. **CHARGES AND PAYMENTS**

Bills chargeable shall be paid after every month of services rendered, if found in order. In case of any complaint of non-fulfillment or any obligation under the contract, the Commissionerate reserves the right to deduct the payment due from the contractor from monthly bill(s).

we agree to t	ine above terms	and condition	S	
Signature wit	h date			
Name of the	Firm			
Seal				

#### **TECHNICAL BID**

#### Pre-qualification requirements for award of contract for Housekeeping/Multitasking

1.	Name of the Organization/Firm	
2.	Name(s) of the Proprietors/Directors	
3.	Registered Address	
4.	Telephone No	
	Mobile No.	
	Fax No	
5.	Mobile No of Contact Person / Authorized Signatory	
6	Whether firm is registered and license holder under Contract Labour (Regulations and Abolition) Act	
7.	Permanent Account No. of the firm(PAN)	
	(The evidence for filing of IT returns.)	
8.	Copy of Income Tax clearance Certificate (ITCC) to be attached	
9.	Employees Provident fund number allotted	
	by Regional Provident Fund Office along	
	with evidence.	
10.	Details of Service Tax Registration along	
	with evidence.	
11	Contract Labour Act Licence No and date	
10	& its validity period along with evidence	
12	ESI Registration No. along with evidence.	
13.	Details of EMD	
14	Average Annual Turnovers (Last 3 years ended 31.03.2015)	
15	Total Staff/workers of the firm	
16	Name(s) of Public Sector/Govt.	
	Organization to whom similar services have	
	been provided by the firm during last five	
	years.	
	(Please attach the job order/service	
	certificate from Govt. Office/Public Sector)	

#### **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 qualify to have any dealing with the Department in future.

Note: Attach attested photo copies Of all the above documents

Signature with date Name of the Firm Seal

## **FINANCIAL BID**

## **Proforma for Quotations rates**

SI. No.	Name of the Office & Address	Area (Sq.ft.)	Monthly Rate per Sq.ft. (Rs.)	Amount (Rs.)	Proposed Manpower Deployment (Nos.)
1					
2					
3					
4					
5					
6					
7					
8					
9					
Monthly Service Charges					
			Service Tax		
	Grand Total				

Note: Cost of cleaning material sl be included in above rates, as the Material will be provided by the	cleaning	
Signature with date		
Name of the Firm		
Seal		