

भारत सरकार / GOVERNMENT OF INDIA OFFICE OF THE ASSISTANT COMMISSIONER OF CUSTOMS सीमा शुल्क मंडल / CUSTOMS DIVISION D.No.70-3-48/4, ABC, रमण पेटा, वैद्य नगर, काकिनाडा – 533 004 D.No.70-3-48/4, ABC, RAMANAYYA PETA, VAIDYA NAGAR, KAKINADA – 533 004 फेक्स नं.0884-2375546 फेक्स नं.0884-2375546

C.No.I/22/07/2016-Admn.CPD.

Dated 20.02.2018

# TENDER NOTICE

The Assistant Commissioner of Customs, Customs Division, Kakinada invites quotations/tenders from agencies for engaging persons for house-keeping work of its Office premises. 2 workers are required for the area of 5700 Sq. Ft. (Ground Floor + 2 Floors) to work for 8 hours a day from 08.00 hrs to 12.00 hrs and 14.00 hrs to 18.00 hrs. The rate is to be quoted per Sq. Ft. per month basis. The rate quoted should include the minimum wages payable to the workers, EPF, ESI and other taxes. The application and detailed "Terms and Conditions" may be obtained from the Superintendent (Admn.), Customs Division, Kakinada on payment of Rs.1,000/- (non-refundable) by way of Demand Draft to be obtained in the name of "Commissioner of Customs, Office of the Commissioner of Customs ( Preventive), Vijayawada". The tender applications may also be downloaded from website of the Department "www.cbec.gov.in". If bidder downloads the application from the said website, then he/she should enclose the application amount of Rs. 1000/- by way of demand draft along with the Technical Bid. The sealed tenders/quotations, duly filled in all respects, should be submitted before 17.00 hrs. on 27.02.2018. Two separate envelopes should be submitted (One for Technical Bid and the other for Financial Bid) super scribed "TENDER/QUOTATION FOR HOUSE KEEPING WORK (TECHNICAL / FINANCIAL BID)" and should be addressed to " The Assistant Commissioner of Customs, Customs Division, Kakinada.

It is to inform that the Assistant Commissioner of Customs, Customs Division, Kakinada reserves the right to reject all or any of the offers without assigning any reason thereof and the decision of this Office shall be final and binding. The Assistant Commissioner of Customs, Customs Division, Kakinada reserves the right to cancel, postpone or accept the quotations/tenders.

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Last Date for receipt of Tenders	27 <sup>th</sup> February at 17.00 Hrs.
Date of opening of Tenders	28 <sup>th</sup> February at 15.30Hrs.
Venue of Opening the Tenders	Office of the Assistant Commissioner of Customs, Customs Division, D.No.70-3-48/4, , ABC, Ramanayya Peta, Vaidya Nagar, Kakinada – 533 004

(RABI SANKAR MITRA) ASSISTANT COMMISSIONER CUSTOMS DIVISION KAKINADA

Submitted to the Commissioner of Customs, Office of the Commissioner of Customs ( Preventive), Vijayawada. //By name to Supdt. (Admn.)//

## **NOTICE INVITING TENDERS FOR HOUSE-KEEPING**

1. The tender shall be 2 bid system. The technical bids will be opened first. After screening of the technical bids, the financial bids of qualified bidders only will be opened. The prescribed proforma in which information has to be given in Technical and Financial Bid are enclosed. Apart from the prescribed information/documents, any other information/documents can also be submitted.

### **TECHNICAL BID**

- 2. It is mandatory to have PF, ESI & GST Registrations. Without registrations no quotations would be valid.
- 3. The registrations required are:
  - a. Firm Registration; b) PF Registration; c) ESI Registration; d) GST Registration; e) Central Labour Licence with renewal; f) PAN Card Registration; g) TDS Registration; h) If not, Proprietory concern, PAN Card of Partners/Owners; i) TIN Registration; j) Trade Licence of the firm.
- 4. Experience: Minimum 5 years experience in house-keeping is required. Work Orders copies to be enclosed. Experience in house-keeping to be preferred and not in any other related work such as Security services. Preference would be given for the bidders who are doing House-keeping work in Central Govt. Departments.
- 5. Copies of returns for the last 3 years should be submitted along with Technical Bid, i.e., PF Returns, ESI Returns, GST Returns, Income Tax returns and Work order copies.

## FINANCIAL BID

- 6. The rate quoted must be on per Sq. Ft. per month basis and not on the number of persons to be deployed or performed basis. However, while arriving the rates per sq. ft. basis bidder shall consider the minimum wages as per law for those persons. The commission to be added is as per the discretion of the bidder.
- 7. The cost of cleaning material shall not be included in the rate quoted as it will be supplied by the Department.
- 8. The rate quoted shall be inclusive of minimum wages as per law and Employees' contribution of PF, ESI, GST, TDS and other taxes as per applicable rates.
- 9. Thus, the contractor shall make regular and full payment of labour wages which should not be less than fixed under Minimum Wages Act.

#### **GENERAL**

- 10. Application cost is Rs.1,000/- may be deposited by way of DD drawn in favour of Commissioner of Customs, Office of the Commissioner of Customs( Preventive), Vijayawada. An EMD amount of Rs.10,000/- may be deposited as Demand Draft in favour of Commissioner of Customs, Office of the Commissioner of Customs (Preventive), Vijayawada at the time of submission of Technical Bids. The DD would be returned to the un-successful bidders.
- 11. In case of successful bidder, the earnest money deposit of Rs.10,000/- will be adjusted towards performance security amount.

#### **GENERAL CONDITIONS**

- 12. The Supervisor through the vendor shall keep reporting to the Administrative Officer of the Department as there will not be direct handling of the contingent staff by Departmental Officers.
- 13. As the price quoted is in accordance with the minimum wages prescribed as Minimum Wages Act, any increase by the Government of Andhra Pradesh with reference to minimum wages would be under consideration.
- 14. At the time of giving salaries to be employees, the employee shall contribute PF @12% and ESI @1.75% from his/her salary. After deducting the administration charges of 1%, the contribution from the employer @12% and contribution from the employee of 12% would add upto 24% into the PF A/c of each employee.

15. The employer shall not deduct any other amount from the salary of employee except PF and ESI.

1	Name of the Organization/ Firm	
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2	Name(s) of the Proprietor(s)/Director (s)	
3	Firm Registration Number	
4	Firm Registered Address	
5	Firm Provident Fund Registration Number	
6	Firm ESI Registration Number	
7	Firm PAN Number	
8	Firm GST Registration Number	
9	Firm TDS Registration Number	
10	Total Number of Staff/workers of the Firm/Organization	
11	Firm Activities (Separate sheet can be enclose, if necessary)	
12	Whether the firm is registered or license holder under Contract Labour (Regulation & Abolition) Act?	If yes, copy of the registration certificate to be enclosed
13	Name of the Organizations to whom the House Keeping work has been provided by the Firm during the last 5 years	Please attach the Job Order/Service Certificate
14	Attach the Last 3 years Firm Income Tax Returns	
15	Attach the Last 3 years Firm PF, ESI, GST Challans and Returns	

# **ANNEXURE FOR TECHNICAL BID**

Signature with Date

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Name of the Firm and Seal

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# ANNEXURE FOR FINANCIAL BID

Sl. No.	Head	Details	Amount per month (Rs.)
1	Wages	Rates quoted shall not be lower than the minimum rates of wages including the basic rates and Variable Dearness Allowance (V.D.A) per head as per Chief Labour Commissioner( C), N.Delhi, Order No: I/13(5)/2017-L.S-II, DT: 06.10.2017. (Number of days shall not be mentioned)	
2		Provident Fund as applicable	
3		ESI as applicable	
4		Commission /Service Charge of bidder	
5		TOTAL (S1.No.1+2+3+4):	
6		TDS as applicable	
7		TOTAL (S1.No.5+6):	
8		GST as applicable	
9		GRAND TOTAL (Sl.No.7+8):	
10		GRAND TOTAL FOR 2 PERSONS: (Sl.No.9) x 2:	
11		Rate for Square Foot Per Month (5700 sq. ft.) for two person:(Sl.No.10)/5700.	

Note:

I. If same price is quoted by more than one firm, then the firm with maximum experience, any certification (eg. ISO 9001:2008 etc.,), Track Record etc., would be considered.

2. If price quoted is found to be lower than the wages as per Minimum Wages Act and mandatory employer's contribution are not shown then the quote would be treated as invalid.

3. The rate quoted per Sq.Ft. per month would be the price quoted by the bidder for comparison purposes.

Signature with Date

Name of the Firm with Seal

#### <u>ANNEXURE — I</u> <u>GENERAL TERMS AND CONDITIONS</u>

- 1. The minimum requirement of workmen to be provided is 2 (Two). The above figure may rise as and when this office requires additional workmen or may reduce the minimum workmen if not required. These workmen are to be deployed on all the working days only for 08 hours i.e., (from 0800 hours to 1200 hours and from 1400 hours to 1800 hours).
- 2. Rates/ Quotations, duly filled in, will be accepted up to the date and time mentioned in the tender notice.
- 3. The Assistant Commissioner of Customs, Customs Division, Kakinada 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 (s) thereof.
- 4. The contractors are required to submit the complete Rates/ Quotations only after satisfying each and every condition laid down in the annexure enclosed.
- 5. All the Rates must be written both in figures and in words. In case of discrepancy between the words and figures the rates indicated in figures shall prevail. All over-writing/ cutting/ insertion shall be authenticated and attested.
- 6. Rates/ Quotations should be submitted and signed by the firm with its current business address.
- 7. The contractors should satisfy themselves before submission of the Rates/ Quotations, that they qualify the criteria and capability as laid down in the annexure.
- 8. The contractors must comply with the Rates/ Quotations, specification and all terms and conditions of contract. No deviation in the Terms and Conditions of the contract shall be entertained unless specifically mentioned by the contractor in the Rates/ Quotations and accepted by the Commissioner of Customs, CC(P), Vijayawada.
- 9. The contract will be awarded initially for a period of one year 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 etc.
- 10. In case of any default by the contractor arid in any of the Terms & Conditions (whether General or Special), Commissioner of Customs, CC(P), Vijayawada may, without any 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.
- 11. Notwithstanding anything contained herein, the Commissioner of Customs, CC(P), Vijayawada also 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.
- 12. The Commissioner of Customs, Customs Preventive Commissionerate, Vijayawada shall not entertain any claim arising out of mishap, if any, which may take place. In the event of any liability /claim falling on this Authority, the same shall be reimbursed/indemnified by the contractor.
- 13. The contractor shall in no case lease/ transfer/ sub-let/ appoint care taker for the service. No other person except the contractor's authorized representative shall be allowed to enter the premises of the Office.
- 14. Within the premises of the Authority, the contractor's personnel shall not do any private work, other than their normal duties. Contractor shall be directly responsible for any/ all disputes arising between him and his personnel and keep the Commissioner of Customs, CC(P), Vijayawada indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- 15. Contractor shall be solely responsible for payment of wages/ salaries, EPF, ESI, other benefits and allowances to his personnel that might become applicable under any Act or Order of the government. The Authority shall have no liability whatsoever in this regard and the contractor shall indemnity the Commissioner of Customs, CC(P), Vijayawada against any or all claims which may arise under the provisions of various Acts and Govt. Orders etc.
- 16. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.

We agree to the above terms and conditions:

Signature with Date Name of the Firm

Seal of the Firm

#### <u>ANNEXURE II</u>

# SPECIAL TERMS AND CONDITIONS

# Scope of work / Job to be carried out daily:

- (i) The prime object of hiring of contract labour is to maintain the entire premises in a tip-top condition of office premises. The premises are to be maintained from hygienic point of view.
- (ii) The broad details of work covered under the scope are enumerated below:
  - a) Cleaning of office premises & toilets and sweeping work.
  - b) Shifting of furniture and other items/ stores from one place to another, as required by the Administration.
  - c) Removing dust from books, journals, furniture, vehicles, fixtures, telephones, ashtrays, cup-board, air-conditioners, almirahs, filing cabinets & glass panels.
  - d) All miscellaneous work assigned to them by the officers, includes serving of food items etc.

#### 2. Miscellaneous Conditions:

- (i) Manpower required for execution of the entire work including transport shall be arranged by the contractor. In case of particular workman remain absent due to one reason or other; it would be the responsibility of the contractor to provide another workman in his place.
- (ii) On award of the contract, the contractor shall furnish a list containing the name and address of the workmen engaged for housekeeping services at the Assistant Commissioner of Customs, Customs Division, Kakinada.
- (iii) The services provided by the contractor shall be to the satisfaction of the Assistant Commissioner of Customs, Customs Division, Kakinada.
- (iv) The contractor shall ensure that all the employees get the minimum wages and other benefits as are admissible under various labour laws. The service provider shall provide full information in respect of EPF/ESI Contributions, wages etc., paid to its employees so deployed in conformity with the provisions of contract labour (Regulation & Abolition) Act, 1970 as amended from time to time.
- (v) Party shall provide performance security in the form of an account payee demand draft.
- (vi) Any dispute concerning the employee of the service provider (engaged by him for providing services to this office) whether in respect of this contract or arising from this contract shall be settled only with the service provider and this office shall in no way be responsible. Terms and Conditions of employment between the service provider and his employees matters are to be settled between them and the authority shall in no way be responsible. However, if any employee of the service provider initiates Legal Proceedings or any action in a Tribunal or Court of Law against the authority, the service provider shall bear the cost of defending such action.
- (vii) The service provider should specifically note that the engagement of the service provider under this contract does not in any way confer any right on the service provider or the person that may be deployed by him in this office, for claiming any regular employment in this office or any other government office. The service provider should also obtain in writing, an undertaking from the persons deployed by him to work in this office that they are fully aware that their deployment to work in this office does not confer any right on them for claiming any regular employment in this office or nay other government office.
- (viii) The contractor shall maintain attendance register of the personnel. The above register of personnel is subject to check by the Administrative Officer. The personnel will render service on all working days (i.e., from Monday to Friday) except on National Holidays and Public Holidays, which are mandatory under labour laws and will attend to any unforeseen jobs as well as exigency of work. No extra payment for this shall be made.

## 3. Terms of Payment:

- (i) The contractor will submit the monthly bill for reimbursement in duplicate enclosing the certificate as indicated below which should be duly certified by the Administrative Officer and the same shall be handed over to Administrative Officer for payment after making the recoveries, if any.
- (ii) The contractor shall make regular and full payment of labour charges, salaries and other payments as due, as per the labour laws to its personnel deputed under service contract and furnish necessary proof whenever asked for.
- (iii) Actual deployment of personnel and their attendance.
- (iv) The Commissioner of Customs, CC(P), Vijayawada will release the amount after making the recoveries, if any, through e-payment or by cheque.
- (v) In case the Assistant Commissioner of Customs, Customs Division, Kakinada received any complaint regarding non-payment of wages of your personnel, the amount payable to those personnel will be recovered from your bill and paid to such personnel

## 4. Penalties:

- (i) Contractor will attract a penalty of Rs. 100/- (Rupees one hundred only) per day per person in case the person fails to carry out the said services due to his/her absence or any other reason.
- (ii) In the event of failure in maintaining the said services on any day up to the desires standard in part or full, the contractor is liable to be penalized @Rs. 100/- (Rupees one hundred only) per day which shall be recovered from the bills or otherwise. For the purpose of imposing penalty, the decision of the Assistant Commissioner of Customs, Customs Division, Kakinada will be final and binding the contractor and shall not be subject to dispute or arbitration.
- (iii) Contractor shall ensure that peace and order is maintained in premises. Contractor would ensure that all its personnel would behave courteously and decently with employees of the Assistant Commissioner of Customs, Customs Division, Kakinada and also ensure good manners.

# 5. Charges and Payments:

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

We agree to the above terms and conditions

Signature with date Name of the Firm Seal of the Firm