

## **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 house keeping 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 1<sup>st</sup> 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.