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भारत सरकार
Government of India
रक्षा मंत्रालय
Ministry of Defence
मानकीकरण कक्ष
Defence Standardisation Cell
आवडी, चेन्नै- 600054
Avadi, Chennai-600054

5330/CONT/ADM/DSC/AVD

23 Mar 2015

OPEN TENDER ENQUIRY FOR PROVIDING MANPOWER (ONE CONSERVANCY STAFF) THROUGH SERVICE CONTRACT FOR ONE YEAR

Sir / Madam,

1. Defence Standardisation Cell, Avadi is desirous of hiring the job services of a Conservancy Staff to maintain cleanliness of premises of this office.
2. Quotes be forwarded for providing the following job services for a period of one year from **01 Jul 2015 to 30 Jun 2016**. Terms and conditions for the subject services are given at Appendix 'A'.
 - (a) Maintaining cleanliness of 09 rooms and premises of this office.
 - (b) Cleaning toilets and floors on daily basis.
 - (c) Performing any other work assigned from time to time.
3. The quotes should be submitted as per the attached performa at **Annexure-I**. The quotation duly completed in all respects stamped, sealed, superscribed on the envelope as "QUOTATION FOR CONSERVANCY SERVICES AT DSC AVADI" and addressed to "The Officer-in-Charge, Defence Standardisation Cell, CVRDE Complex, Avadi, Chennai – 600054" should reach this office **on or before 17 Apr 2015 at 1400 hrs**. The tenders will be opened on **17 Apr 2015 at 1500 hrs** at Conference Hall, Defence Standardisation Cell, CVRDE Complex, Avadi, Chennai-600054 in the presence of bidders (presence of bidders is optional). Late quotation will not be accepted. The bidders will not be allowed to alter or modify their bids/quotation after the submission of the same. Quotations submitted in formats other than given at **Annexure-I** will be rejected. In case last date of depositing and opening of tenders is declared to be a holiday, the tenders will be opened on the next working day, while other terms and conditions and the time schedule remaining unchanged.
4. The Officer-in-Charge, Defence Standardisation Cell, Avadi reserves the right to ACCEPT or REJECT any quotation without assigning any reason.

Encl : As above



(P. Theiveegan)
(पी। देवीगन)
Scientist 'E'
वैज्ञानिक-ई
Offg Officer-in-Charge
कार्यकारी प्रभारी अधिकारी

TERMS AND CONDITIONS FOR HIRING OF CONSERVANCY STAFF

The procedure to be followed for rendering of services by the Conservancy staff starting from tendering action (this document), fixation of rates, selection, hiring and payment and the terms of work involved is given in the subsequent paragraphs. Every quotation is required to be accompanied with an undertaking clearly showing the acceptance to the procedures stated below.

1. **Quotations by Bidder**

(a) The bidder shall quote the basic wages per month along with VDA, EPF/ESI/Bonus/Service Taxes/any other statutory costs as applicable in format at **Annexure-I**, as per the minimum wages fixed by Government of India, Ministry of Labour & Employment, Office of the Deputy Chief Labour Commissioner(Central), Chennai under employment of SWEEPING AND CLEANING against "UNSKILLED" category for 'A' Area w.e.f 01 Apr 2015. As per GOI rules a contract employee is to be paid for minimum of 26 days in a month. **Quotes submitted below the minimum wages are liable to be rejected.**

(b) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended.

(c) **Performance Security.** The selected firm has to furnish performance security in the form of Bank Guarantee/DD for an amount of 5% (five percent) of Contract Value valid for fourteen months from the date of award of the contract. The performance security shall be submitted within 10 days from the date of Notification of Award of the Contract/Supply order.

(d) Telex or Facsimile bids are not acceptable.

(e) **Validity of Bid.** The bid shall remain valid for a period not less than 120 days after the deadline fixed for submission of bids.

2. **Fixation of Rates.** On opening of tenders submitted by firms, a comparative statement of tenders will be made and the lowest rate quoted by any of the firms will be determined to establish the rates of the conservancy services. The firm with L1 quote will be required to furnish a certificate to confirm their willingness for providing the conservancy services at the rates quoted in the tender enquiry. This certificate may be furnished immediately after finalisation of the rates for the conservancy services.

3. **Selection of Conservancy Staff.** The candidate/manpower provided by the Firm/Contracting Agency shall be accepted only after scrutiny by Defence Standardisation Cell, Avadi. The candidate would be invited for personal interview for selection. No conveyance or any other charges will be paid by Defence Standardisation Cell, Avadi for the interview. In case, none is found suitable then additional candidates shall be made available by the Firm/Contracting Agency, promptly i.e. within 24 hours. The replacement of a candidate on account of absence/unsuitability for Defence Standardisation Cell, Avadi shall be made within 24 hours.

4. **Work of Conservancy Staff.** The work by the Conservancy Staff will be carried out as per the instructions, requirement and satisfaction of the Officer-in-Charge, DS Cell, Avadi. The services of the Conservancy Staff are required for the following:-

- (a) Maintaining cleanliness of 09 rooms and premises of this office.
- (b) Cleaning toilets and floors on daily basis.
- (c) Performing any other work assigned from time to time.

5. The selected candidate will then be provisionally accepted pending police verification. The responsibility of arranging of the police verification documents will be that of the Firm/Contracting Agency. The Firm/Contracting Agency providing the candidate will be the hiring agency for the candidates. This Cell will interact only with the Firm/Contracting Agency in this regard. After obtaining the contract, the Firm/Contracting Agency has to submit an undertaking taken from the deployed individual, that he/she can be removed any time without assigning any reason during the period of contract.

6. **Payments.** The AO(R&D) shall make payments to the vendor through ECS (Electronic Clearing services) which is mandatory requirement of RBI. In order to receive the payment, a mandate form has to be filled in by the vendor in duplicate duly verified by bankers. The mandate form will be supplied to the successful bidder along with the supply order. Payment towards the services of the Conservancy Staff will be made on receipt of pre-receipted bill accompanied with satisfactory Job Completion Certificate issued by the Officer-in-Charge, Defence Standardisation Cell, Avadi on monthly basis. The Firm/Contracting Agency will submit the pre-receipted bill to Defence Standardisation Cell, Avadi by 10th of succeeding month for processing payment with AO (R&D).

7. The Firm/Contracting Agency will ensure payment by 5th of succeeding month to the conservancy staff provided to the Defence Standardisation Cell office/premises as per the monthly remuneration quoted without any deductions which are not applicable and without waiting for clearance of the bills from AO(R&D). The payment towards hired conservancy staff should be made through account payee cheque/ECS by the vendor as governed by minimum wages act 1948. Details of disbursement made to the conservancy staff need to be furnished to Defence Standardisation Cell, Avadi giving details of cheque/receipt of ECS.

8. Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other taxes as applicable will be required to be submitted by the Contracting Agency to this Cell along with the monthly bill.

9. **Deductions.** In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:-

$$\text{Total Monthly Remuneration} = \text{Monthly remuneration (minus) A1}$$

$$\text{Where A1} = \frac{(\text{Monthly remuneration}) \times (\text{No. of days of absence})}{(\text{No. of days in the month})}$$

The individual so deputed must be regular in attendance. In case of going on leave, he/she has to intimate in advance to the Officer-in-charge and it is mandatory on the part of Firm/Contracting Agency to deploy the replacement, otherwise the absent period would be counted for deduction from the final payments as per the above formula.

10. **Termination of Contract.** DS Cell, Avadi will issue a notice to Firm/Contracting Agency in case the services of the conservancy staff are not up to the satisfaction of the Officer-in-Charge, DS Cell, Avadi. A notice of seven days will be issued to rectify the problem. Non-compliance or unsatisfactory services will lead to termination of the existing contract without any financial remuneration on either side.
11. **Work Place.** The conservancy staff will be required to work in the office of Defence Standardisation Cell, Avadi.
12. **Working Days.** The requirement of conservancy services will generally be for five days in a week with Saturday and Sunday being holidays. However, depending on the workload, Officer-in-Charge may have to call the conservancy staff for work on Saturdays and the conservancy staff will be informed accordingly in advance of such commitments and it will be a binding on conservancy staff to comply with such commitments.
13. **Working Hours.** The working hours of DS Cell, Avadi is from 0900 hrs to 1730 hrs with half an hour lunch break at 1300 hrs.
14. **Security.**
- (a) The work place being a Defence establishment, the conservancy staff will have to maintain discipline and abide by the security requirements of the office/formation. The Firm/Contracting Agency is to ensure that the selected candidate has an identity proof in the form of government issued documents like voter ID card, PAN card etc. Police verification of the selected candidate is mandatory. The belongings of the conservancy staff are liable for search at the time of entry and exit out of the Cell/Gate. In case of any loss, theft/sabotage caused by/attribution to the personnel deployed, the Defence Standardisation Cell, Avadi reserves the right to claim and recover damages from the Firm/Contracting Agency.
- (b) In case of removal/replacement/resignation of the individual deputed on the job without prior permission of the Officer-in-Charge, DS Cell, Avadi, the Defence security pass issued to the individual along with proper letter/resignation has to be submitted to Officer-in-Charge, DS Cell Avadi by the Firm/Contracting Agency failing which the Firm/Contracting Agency will be held responsible for any security lapse or any other legal hassles.
15. **Validity.** The contract will be valid for a period of one year wef 01 Jul 2015.

Arbitration

16. As far as possible all differences would be resolved by mutual discussions between the two parties. However in the event of any unresolved dispute arising out of the Contract, it shall be referred to the Sole Arbitration of an Officer appointed as the Sole Arbitrator by "The Officer-in-Charge, Defence Standardisation Cell, Avadi"
17. There shall be no objection if the Arbitrator is Government Servant and that during the course of his/her duties as Government servant he/she expressed view on all or any of the matters in dispute or difference.
18. The demand for Arbitration must be in writing and made within one month from the **date of termination** of the contract.

19. The award of the Arbitrator shall be final and binding on both parties to the Contract.
20. The venue of Arbitration would be Chennai.
21. The Firm/Contracting Agency is required to give the acceptance or rejection to the above clauses at **Paras 17 to 20 in writing**. It is stipulated that an omission to answer specifically in this regard at the TE stage **will be deemed as an acceptance of the Arbitration clauses**.
22. Sales/Service Tax Registration Number / TIN as applicable must be indicated in the Tender response / Quotation.
23. **Miscellaneous.** The Indenter reserves the right to:-
 - (a) Increase or decrease the requirements of manpower at the time of award of the contract.
 - (b) Accept or reject all bids, cancel the bidding process and reject all bids at any time prior to the award of the contract without assigning any reasons.

QUOTATION FORM

1. Sales/Service Tax Registration/TIN :
2. PAN :
3. Quote validity days : 120 days
4. No. of Conservancy Staff : 01
5. Monthly Salary (in Rupees) :-
 - (a) Basic Wages + VDA :
 - (b) EPF with % :
 - (c) ESI with % :
 - (d) Bonus :
 - (e) Service Tax with % :
 - (f) Service Charge with % :

Total cost per month :

- _____
6. Total Cost per year (total cost per month x 12) :

CERTIFICATE

We agree to provide the above manpower and abide by the terms and conditions contained in Appendix 'A'.

Place :

Firm's Seal

Authorised Signatory

Date :

Name :

Note: All columns are to be filled up correctly and in case of Nil/ Not Applicable the same is to be clearly mentioned.