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रक्षा मंत्रालय /Ministry of Defence
रक्षा मानकीकरण कक्षा /Defence Standardisation Cell
डी एल थार एल कैम्पास/ DLRL Campus
चन्द्रायनगुट्टा लाईन्स /Chandrayangutta Lines
हैदराबाद/ Hyderabad-500-005

1102/MP/CL/DSC/HYD

26 Mar 2014

As per Addressee List

TENDER ENQUIRY

Dear Sirs,

1. You are invited to quote the rates as per enclosed proforma at which you are agreeable to provide Conservancy Staff as per Scope of Work as laid down in Appendix 'A' to this Tender Enquiry **subject to the terms and conditions (Conditions specific to Annual Maintenance Contract Standard Conditions of Contract) attached to this Tender Enquiry as per Appendix –'B' & 'C' respectively.**

Note:-Quote not accompanied by the proforma are liable to be rejected.

Sl No.	Nature of Services	Qty	Place & dates on which SERVICES is to be made
1.	Provision of Conservancy Services by engagement of Sweeping and Cleaning viz Environmental control, Hygiene and maintenance of all buildings, open drains, open areas as per scope of work given in para 1 of Appendix 'A'	02 men	Defence Standardisation Cell, DLRL Campus, C'Gutta Lines, Hyderabad-500 005. 01 July 2014 to 30 June 2015.

2. You are requested to submit the quotation (in Indian Rupees) in sealed envelope through Registered Post & addressed to **The Officer-In-Charge, Defence Standardisation Cell, DLRL Campus, C'Gutta Lines, Hyderabad - 500 005** only (not to security office or any other department of DLRL) before **12 noon on 16/04/2014** The same will be opened at 14:00 hrs by the tender opening board on 16/04/2014. You are requested to be present in person/rep (In case of rep attending the tender opening he should be in possession of a letter of authority from the tenderer concerned) at time of bid opening ie at 14 00 hrs on 16/04/2014. An amount of 10% of the bid amount is required to be submitted along with quotation by EMD by Demand Draft/Banker's Cheque in favour of Officer-In-Charge, Defence Standardisation Cell, Hyderabad in case you are not registered with Defence Standardisation Cell/DRDO Hyderabad. The envelope should indicate as **QUOTATION FOR PROVISIONING OF CONSERVANCY SERVICES BY ENGAGEMENT OF SWEEPING AND CLEANING PERSONNEL AT DEFENCE STANDARDISATION CELL HYDERABAD.**

Sd/-
(RKS Decca)
SSO-I
Offg. Officer-In-Charge

3. INSTRUCTIONS/ TERMS AND CONDITIONS

- Rate for each item/service has to be mentioned clearly against each entry on the quotation.
- The rate at which Taxes charged should be shown clearly on the quotation.

(c) Rates must be expressed in figures and in words. Any correction should be attested by tenderer's signature and date.

(d) Your quotations should remain open for acceptance for a period of 90 (Ninety) days from the date of opening of the quotation and should hold good even when reduced numbers or quantity is ordered for.

(e) TERMS OF PAYMENT:

(i) Shall be as per the terms and condition of contract.

(ii) On receipt of your monthly pre-receipted credit bill along with contractor's bill subject to satisfactory completion of job services.

(iii) **Payment for sweeping and cleaning services should be met as per Ministry of Labour & Employment Office of the Regional Labour Commissioner Central with respect to prevailing Basic Wages and VDA.**

PROFORMA TO BE SUBMITTED ALONG WITH QUOTES (QUOTES NOT ACCOMPANIED BY THE
PROFORMA ARE LIABLE TO BE REJECTED)

T.E.No. _____ Date:

1. Quote validity days :
2. Rate per day per person :
3. Taxes:- :
CST :
VAT :
Others taxes if any :
4. Payment terms : Monthly:- Payment will be made through CDA (R&D),
Hyderabad on receipt of Pre-receipted bills subject to
Satisfactory Maintenance Completion Report.
5. Arbitration:- In the event of any dispute arising out of the contract, it shall be referred to and the
Sole arbitrator The Officer-In-Charge, Defence Standardisation Cell, DLRL Campus, Chandrayangutta Lines,
Hyderabad-500 005. or his nominee. The award of applicability, the arbitrator shall be final and binding on
both parties to the contract.
6. Law:-The contract shall be governed by the Laws in India. The contract shall be deemed to have been
made at the place from where the Supply order is issued and only the courts of that place shall have
jurisdiction to decide on any dispute arising out of the contract.

Firm's Seal with date

Authorised Signatory

Note All columns are to be filled up and where Nil / Not applicable to be mentioned clearly.

Scope of Work

1. The following Conservancy Services will be carried-out by the contractor by engaging two men for sweeping and cleaning at Defence Standardisation Cell, DLRL Campus on all working days.

(a) Daily Work – Environmental control, hygiene and other maintenance of open drains, open areas and all buildings, technical areas which includes

- (i) Cleaning with a broom all the rooms, verandahs, etc.
- (ii) Dusting all tables / chairs with dusters (clothes) etc.
- (iii) Cleaning of all the toilets with proper cleaning material and infectants and phenyl etc. and placing Naphthalene balls in all the urinal pots and wash basins.
- (iv) Maintenance of roads and pavements i.e. clean with a broom to clear any dry foliage / waste paper / any other material from surrounding roads.
- (v) Collection of waste materials / paper from officer (every room) and dust bins kept in the rooms and to dispose it off at proper place.
- (vi) Service support for refreshments.
- (vii) Maintaining & Watering of plants surrounding the office premises.

(b) Weekly Works – The following work will be carried out twice in a week in the premises of DS Cell.

- (i) Wet mopping of all the rooms, verandahs, in all the buildings twice a week
- (ii) Shifting of all unwanted material to dumping yards as located.

(c) Monthly Work - The following work will be carried out once in a month

- (i) Glass panes of windows / doors / ventilators to be cleaned from inside and outside at OIC's office and all rooms.
- (ii) Cob-webs in all the rooms and verandahs and from the ceiling of the roof to be cleaned.

General Terms & Conditions

1. Clause 1 – Scope of the Contract

- (a) The detail Scope of the Work is given as per Appendix 'A'.
- (b) The Contractor shall carry out the contract as per the general terms and conditions as per Appendix 'B'.
- (c) On receipt of any complaint the contractor shall attend the job immediately and complete the job to the satisfaction of the customer.

2. Clause 2 – Contract Managers

- (a) Dy. OIC on behalf of OIC, DS Cell designated as Contract Manager shall execute the clauses stipulated in the terms and conditions of the contract.
- (b) The contractor shall execute the stipulated terms and conditions of the contract as given in Appendix 'A'.

3. Clause 3 - Contract Coordination

- (a) For effective job coordination in the cell contractor should liaise with the Dy. OIC or his nominated rep at least once in a month.
- (b) The contractor shall maintain a register and obtain the signature of building rep after completion of work and settlement of complaints. Register will be supplied by the office to the contractor.
- (c) Contractor shall ensure that jobs given in Appendix 'A' (Scope of Work) are completed on time and schedule.
- (d) The waste paper shall not be transported outside the Estt and will be burnt out in the incinerators / space existing in the Esst as per the instruction of OIC.

4. Clause 4 – Firm Fixed Price Contract

- (a) The contractor shall not be entitled for any additional payments during the tenure of this contract due to escalation in any direct / in direct cost.

5. Clause 5 – Man Power

- (a) Two man power will employed by the contractor so that jobs stipulated in Appendix 'A' are completed on time and schedule.
- (b) The contractor will ensure effective timely completion of job.
- (c) The DS Cell authorities shall not be responsible for any injury or loss of life, that may take place while on said job. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the contractor.
- (d) The contractor shall not allow or permit his workers to participate in any trade union activities or agitation in the premises of DS Cell / DLRL.

6. Clause 6 - Payment Terms

- (a) **Payment for sweeping and cleaning services should be met as per Ministry of Labour & Employment Office of the Regional Labour Commissioner Central with respect to prevailing Basic Wages and VDA.**
- (b) Certificate of penalties to be deducted for unsatisfactory work will be given in Job Completion Certificate issued by the customer.
- (c) The contractor shall not be entitled for any additional payment during the tenure of the contract, due to increase in material cost, fuel and transport cost increase in statutory wages payable to his sweeping and cleaning services etc.
- (d) Income tax if any will be recovered from the contractor's bill as per rules by the CDA.
- (e) Service tax will be deducted from the contractor's bill as applicable by the CDA.
- (f) Payment will be made through an ECS Clearance only.
- (g) Payment of wages of sweeping and cleaning services should be covered under minimum wage act as per prevailing Basic Wages and VDA

7. Clause 7 - Penalties

- (a) Penalty will be levied for not carrying out terms of the contract as given in Appendix 'A' and Appendix 'B' .
- (b) The penalty will be worked out by the customer on the basis of unsatisfactory work. The decision of the OIC will be final and binding on both the parties.

8. Clause 8 – Duration of the contract

- (a) The contract shall remain in force for a period of one year.
- (b) OIC at his discretion, based on the performance of the contractor may extend period of contract as per prevailing rules, if agreed upon by the contractor on same rate and terms.

9. Clause 9 – Security & Safety

- (a) Contractor and all persons employed will be subject to security check every day both at the time of entry and at the time of exit.
- (b) Necessary passes and police verification of all the persons employed by the contractor within the office premises will be obtained and submitted to the customer.
- (c) In case of any theft or breakage of property of the office by contractor's personnel, the cost of repair will be borne by the contractor.

10. Clause 10 – Working time

- (a) Working time of the office will be followed i.e. generally from 0840 hrs to 1710 hrs daily with half an hour lunch break in between.

11. Clause 11 – Termination of Contract

(a) The contractor shall not under any circumstances adopt any un-fair practice, by himself or through any one acting on his behalf, for obtaining or executing this contract.

(b) If found guilty, in violation of clause 11(a), contract will be terminated & security deposit will be forfeited. Further any loss of amount resulting from termination of the contract will be deducted from the contractor's bill. This will be done without prejudice to any other rights available under the terms of contract or under law.

(c) Not with standing anything contained herein, the Govt. has the right to terminate this agreement wholly or partially by giving one month notice in writing to the contractor or by a registered mail. All the agreement shall cease after the expiry of the said period of notice.

12. Clause 12 - Arbitration

(a) Any question, dispute or difference arising under the contract shall be referred to the sole arbitration of an arbitrator appointed by OIC. The decision of arbitrator shall be final and binding on both the parties.

13. Clause 13 - Material

(a) All the materials required for the job will be supplied by DS Cell. Contractor will be responsible for provision of Manpower only. Stores required for the job will be collected from the stores.

Appendix-‘C’

STANDARD CONDITIONS OF CONTRACT (SCOC)
GOVERNMENT PURCHASE CONTRACTS CONCLUDED BY
DIRECTORATE OF STANDARDISATION, ‘H’ BLOCK, NEW DELHI

(Applicable for procurement of stores/Maintenance Contracts / Award of Job Services)

Definitions

1. The **Customer** is The Officer-In-Charge, Defence Standardisation Cell, DLRL Campus, Chandrayangutta Lines, Hyderabad-500 005.
2. The **Contractor** is the party, which contracts to services to The Officer-In-Charge, Defence Standardisation Cell, DLRL Campus, Chandrayangutta Lines, Hyderabad-500 005.
3. The **Consignee** is The Officer-In-Charge, Defence Standardisation Cell, DLRL Campus, Chandrayangutta Lines, Hyderabad-500 005 to whom the services are to be delivered / provided.
4. The **Inspector** is the authority designated in the Contract by The Officer-In-Charge, Defence Standardisation Cell, DLRL Campus, Chandrayangutta Lines, Hyderabad-500 005 to ensure that the quality of the services contracted for, are delivered as per the specifications and that all terms and conditions are implemented by the supplier.

Applicability and Validity

5. Applicability _ SCOC shall apply to all Job Services concluded by The Officer-In-Charge, Defence Standardisation Cell, DLRL Campus, Chandrayangutta Lines, Hyderabad-500 005 or his authorised Officers.
6. Validity SCOC stipulated hereunder, (except to the extent modified by the purchaser in Tender Enquiry (TE) or in Supply Order), shall supersede all conditions stipulated by the supplier.
7. The Customer may reject a Tender without assigning any reason.

Contract

8. The Contract shall be deemed to have come into effect on issue of Supply Order The acceptance may be communicated to the supplier by fax / registered post / speed post / by hand.
9. All Communications by the Customer to the Contractor will be deemed to have been made if sent by Fax, e-mail or Post to the address furnished by the Contractor during Acceptance of Tender (A/T).
10. The Contractor shall not alienate his rights and responsibilities under the Contract to anyone.
11. The Customer shall not be liable for any obligation, monetary or otherwise, that has not been expressly stated in the Contract.

Contd../-

12. The Contractor shall be deemed to have indemnified the Customer against all claims by the Third Parties relating to the Contract, including but not limited to intellectual Property rights.

13. The Service Provider shall not disclose to any other Agency any information provided to him by the Customer except to the extent required to execute the contract.

Price

14. When quoting against a TE, all components of the price such as the basic price and various taxes and levies shall be listed separately, in figures including clear breakdown of each component of price and indicating total cost. Where 'rates' are applicable they shall be explained clearly.

15. Price quoted in the tender shall be fixed. In exceptional circumstances, where a price variation clause becomes unavoidable, the conditions with regard to price variation must be explicitly stated.

16. The Customer shall not be liable for any payment that has not been indicated in the Tender.

Taxes

17. Central Sales tax / Value Added Tax will be paid as applicable.

18. **Sales Tax Registration Number** must be indicated in the Tender response / Quotation.

Performance Security

19. **Performance Security for an amount of 5% (five percent) of the value of the contract will be deposited within 07 days from the firm order and the same must be in the form of an account payee demand draft, fixed deposit receipt from a Commercial Bank. Bank Guarantee from a Commercial Bank is an acceptable form, Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. The receipt issued by the purchaser towards deposition of Performance Security will be produced by the supplier at the time of collection of the Security Document, and while depositing the Bank Guarantee, bidder will endorse the Supply Order No. & Date at the reverse side of Security Document.**

Inspection

20. During execution, the tasks / duties assigned, has to be performed to the Satisfaction of the Cell.

Payment

21. Bills for Monthly payment as admissible on Satisfactory completion of Maintenance Contract from The Officer-In-Charge, Defence Standardisation Cell, DLRL Campus, Chandrayangutta Lines, Hyderabad-500 005, will be forwarded within 10 days on completion of Maintenance Contract along with Contractor's bill & your pre-receipted credit bill to The CDA (R & D), Kancharbagh, Hyderabad – 500 058 for payment through ECS clearance.

Contd.../-

Short Closure / Termination

22. The Contract may be short closed or terminated, at the discretion of the Customer on the following grounds:-

- (a) The Contractor fails to deliver the Service.
- (b) Any information provided by the Contractor is found to be untrue.
- (c) The Contractor is found to have attempted to influence a person involved with the Contract through unethical means.
- (d) The Contractor has made part rectification of the discrepancies & is unable to complete the rectification.

Validity

23. The Standard conditions of contracts stipulated hereunder, except to the extent agreed for modification by Customer, in writing, shall supersede conditions stipulated by the Contractor.

Arbitration

24. 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, DLRL Campus, Chandrayangutta Lines, Hyderabad-500 005.

25. 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 expresses view on all or any of the matters in dispute or difference.

26. The demand for Arbitration must be in writing and made within one month from the **date of termination** of the contract.

27. The award of the Arbitrator shall be final and binding on both parties to the Contract.

28. The venue of Arbitration would be Hyderabad.

29. The Contractor is required to give the acceptance or rejection to the above clauses at Para 24 to 27 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.

Law

30. The laws of India shall govern the Contract. The Contract shall deem to have been made at the place from where the Service Contract is issued and only the Courts of that place shall have jurisdiction to decide on any dispute arising out of the Contract.

31. At the time of submission of a bid, a certificate will be rendered by the Contractor that all terms and conditions in this document / tender enquiry are acceptable.`

LIST OF ADDRESSEE

1. M/s Sri Rama Labour Contractors
H.No.2-22-180/2,Shamshiguda (v)
Kukatpally, Hyderabad.
Ph.9052620677
2. M/s Green Gardens
H.No.9-7-180/1, East Maruthi Nagar, P.O.
Champapet, Hyderabad-500 060. Ph: 9391324166, 2433 1538
3. M/s Cyberland Enterprises
H.No.4-64/4, Yelmati Nagar
Balapur,Hyderabad-500005 Ph:93469 95999, 32956999
4. M/s Manpower Contract Labour Co-op Society
H.No.1-115, Balapur
Hyderabad-500005. Ph.9396260069, 2445 5977
5. M/s Padma Enterprises
Plot No.340 A/B, Vaidehinagar,
Vanasthalipuram, Hyderabad-500 070. Cell: 9392584383.