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|    | Telephone | (044) 2825 0502, 2826              | Email: commarchn-ctec@nic.in<br>12 MAY 2014<br>SHASTRI BHAVAN ANNEXE |
|   | Telefax   | 0919, 2825 4178<br>(044) 2825 0179 |  |
| <b>OFFICE OF THE COMMISSIONER (AUTHORISED REPRESENTATIVE)</b><br><b>CUSTOMS, EXCISE, AND SERVICE TAX APPELLATE TRIBUNAL</b><br><b>SOUTH REGIONAL BENCH, CHENNAI</b><br><b>Shastri Bhavan Annexe, 26, Haddows Road, Chennai 600 006.</b> |           |                                    |  |
| F.No.IV/21/2010-JCDR  |           | DATE: 08/05/2014                   |  |

### TENDER NOTICE

Tenders are invited from agencies supplying man power as per the requirement mentioned below in the schedule for the Office of the Commissioner (AR), CESTAT, Government of India, Ministry of Finance, having office at 1<sup>st</sup> Floor, Shastri Bhavan Annexe, 26, Haddows Road, Chennai- 600 006.

### SCHEDULE

| Sl. No. | CATEGORY             | No. of persons required |
|---------|----------------------|-------------------------|
| 1.      | Sweepers             | Two                     |
| 2.      | Record sorters       | Two                     |
| 3.      | Attenders            | Four                    |
| 4.      | Data Entry Operators | Two                     |

The interested contractors who comply with all the following terms and conditions are requested to submit their quotations addressed to the Commissioner (AR), CESTAT, 1<sup>st</sup> Floor, Shastri Bhavan Annexe, 26, Haddows Road, Chennai- 600 006, on or before **02 /06/2014 till 16.00hrs.**

### TERMS AND CONDITIONS

1. The contractor shall provide various categories of employees for doing the following works:-
  - i) Cleanliness office furniture, Dusting of old records/current records kept in the sections, Dusting and cleaning of doors and windows, fans and Tube lights fitted and other Petty Jobs in the office of the Commissioner (AR).
  - ii) Attending to officers and assisting in arranging the files of the Commissioner (AR) office.
  - iii) Data entry and other typing Jobs in the office of the Commissioner (AR).
2. The contractor shall provide satisfactory services as per Para I above by deploying a total of **10 persons (Data Entry Operator-2, Attender - 4, Sweeper - 2 and Record Sorters - 2 person(s)).**
3. The tendering companies / Firms/ Agencies are required to enclose photocopies of the following documents duly attested along with technical bid, falling which their bids shall be summarily rejected and will not be considered.
  - (a) Registration Certificate under the Companies Act.
  - (b) Copy of PAN Card
  - (c) Copy of the Service Tax / Income Tax return filed for the last three financial years

- (d) Copy of the Service tax registration certificate (ST-2)
- (e) PF registration certificate
- (f) ESI registration certificate

4. The bidder should furnish an Earnest Money Deposit (E.M.D) amount of Rs.5000/- in the form of a Demand Draft payable to the Chief Accounts Officer, Custom House, Chennai. The E.M.D of the successful bidder shall be returned without any interest on furnishing of the performance security to the department.
5. The contractor shall ensure that the persons are punctual and remain alert and vigilant in their performance of their duty.
6. The Contractor shall communicate the names, parentage, residential address, age, etc. of the persons so deployed.
7. For purpose of proper identification of these employees of the contractor deployed, the contractor shall issue identity cards/Identification document for these employees and they shall be duty bound to display the identity cards at the time of duty.
8. The Commissioner (AR) or any other persons authorized by the Commissioner (AR) shall be at liberty to carry out surprise check on the persons so deployed contractor in order to ensure that required number of persons are deployed and that they are doing their duties.
9. It shall be the sole responsibility of the contractor to ensure security and safety of all property and assets moveable and immoveable of the C (AR) and if there is any loss to the C (AR) on account of dishonesty, connivance and/or due to any cause, by the persons employed, the contractor shall make good on demand the loss to the C (AR). The contractor shall report promptly to the C (AR) any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any, shall be recovered from the contractor.
10. On taking over the responsibility of providing cleaning arrangements, the contractor shall formulate the mechanism and duty assignment of cleaning personnel in consultation with Commissioner (AR). Subsequently, the contractor shall review the cleaning arrangement from time to time.
11. The persons deployed by the contractor for the work shall be the employees of the contractor for all intents and purpose and in no case, shall a relationship of employer and employee between the said persons and the Commissioner (AR) shall exist.
12. The persons so deployed shall remain under the control and supervision of the contractor and shall be liable for payment of their wages etc. and other dues which the contractor is liable to pay under various labour regulations and other statutory provisions.
13. The contractor shall ensure that all the employees get minimum wages and other benefits as are admissible under various labour laws. The contractor shall provide full information in respect of wages etc. paid to its employees so deployed in conformity with the provisions of contract labour (Regulation and Abolition) Act, 1970.
14. The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law namely, under the minimum wages Act, P.P. Act Shops and establishment Act, or any other law for time being in force. etc. as applicable and amended from time to time.

- Act Shops and establishment Act , or any other law for time being in force. etc. as applicable and amended from time to time.
15. The contractor shall conform to the provisions of central /state Act(s) or the regulation on the subject.
  16. The contractor shall make the payment of wages etc. to the persons so deployed in the presence of representative of the Commissioner (AR) and shall on demand furnish copies of wages register/muster roll etc. to the Commissioner (AR) for having paid all the dues to the persons deployed by the contractor. This obligation is imposed on the contractor to ensure that the contractor is fulfilling his commitments towards his employees, so deployed under various labour laws, and as per the provisions of contractor labour (Regulations and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the contractor's labour regulation made by Office of the Commissioner (AR). From time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorizingly made maintenance of wages book, wage slip publications of scale of wages and terms of employment inspections and submissions of periodical returns.
  17. The contractor has to fulfill any obligations and/or formalities which are required to be fulfilled under the Contractor Labour (Regulation & Abolition) Act, 1970 or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the Commissioner (AR). The contractor shall be solely liable for any violation of provisions of the said Act or any other Act.
  18. The contractor shall take responsible precautions to any unlawful riots or - disorderly conduct or acts of his employees so deployed and for the preservations of peace and protection of persons and property of Office of the Commissioner (AR). His employees so deployed shall ensure the preservations of peace and protection of persons and property of Office of Commissioner (AR).
  19. In case any of the persons so deployed by the contractor does not come up to the mark or performs his duties improperly and indulge in any unlawful riots or disorderly conduct, the contractor shall take suitable action against such employees on the report of the officer designated by Commissioner (AR).
  20. The contractor shall immediately replace the particular person as deployed on the demand of the Commissioner (AR) in case of any of the above said Act on the part of the person so deployed
  21. The contractor shall deploy his persons in such a way that the persons get weekly rest, the working/leave for which the work is taken from them under relevant provisions of shops and Establishment Act or any other law in force. The contractor shall in all dealings with the persons, in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the labour laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time furnishing any information, or submitting or filing any settlement under the provisions of the said regulation and rules

- which is materially incorrect, they shall without prejudice to any other liability Pay to the Commissioner (AR) a sum not exceeding Rs. 50,000/- for every default, breach or furnishings, makings submitting, fillings such materially incorrect statement and in the event of the contractor defaulting continuously in this respect, he shall be liable to pay sum of Rs. 1600/- per day for breach of default to bend a period of to be decided on merits, case wise.
22. The contractor shall keep the Commissioner (AR), indemnified against all claims whatsoever in respect of the employees deployed by the contractor at various points. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever it will be the prior responsibility of the contractor to contest the same. In case, the Commissioner (AR), is made party and is supposed to contest the case, the Commissioner (AR), be reimbursed for the actual expenses incurred towards counsel fee and other expenses which shall be paid in advance by the contractor to Commissioner (AR) on demand. Further, the contractor shall ensure that no financial or any other liability come on Commissioner (AR) indemnified in this respect. The contractor shall further keep the Commissioner (AR), Chennai property and assests i.e., movable or immovable as mentioned above.
  23. The contractor shall inform the persons to be employed by him under this agreement regarding nature or relationship between the persons employed by him and C (AR). All persons employed by him shall sign an acceptance that the above terms have been explained to them by the contractor and they too accept that they do not have any relationship of employer - employee with Commissioner (AR), CESTAT and have no claim for the employment with Commissioner (AR).
  24. The contractor shall not employ the same person beyond a period of 200 days in a year.
  25. The Commissioner (AR), Chennai shall have further right to adjust and /or deduct any of the amounts as aforesaid from the payments made to the contractor under this contract for providing cleaning/attender/Data Entry Operator services.
  26. The contractor should pay to their personnel a minimum wage at the prevailing rate as fixed under Minimum Wages Act prescribed by O/o the Chief Labor Commissioner (Central) / The District collector, Chennai. No escalation of price whatsoever would be allowed during the pendency / currency of the contract except in the increase in minimum wages, if there has been intimated immediately to this office by the service provider. Any breach of this condition will be liable for termination of the contract and the same would be dealt with accordingly.
  27. The contractor should ensure that the wages be paid on the first working day of the following month without fail and 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 for Commissioner (AR) Office.
  28. The service Tax, as applicable, would be charged in addition to the above payments. Such payment shall be made on the basis of the bills raised by the contractor and duly certified by the officer designated by Commissioner (AR), Chennai in this regard.

29. The bills complete in all respects for every month must be submitted to this office before the 10<sup>th</sup> of subsequent month positively.
30. Mode of payment will be monthly and payments to the housekeeping Contractor will be through Online / Account payee Cheques only. Tax shall be deducted at source as per the prevailing Income Tax Act from the monthly bills.
31. The contract shall be for a period of one year and extendable for another year on mutual agreement.
32. Any matter during the period of this agreement which has not been specifically covered by this agreement shall be decided by the Department whose decision shall be final and conclusive.
33. The competent Authority, namely Commissioner (AR), CESTAT, Chennai reserves the right to reject any application / quotation / contract without assigning any reason whatsoever.
34. The Competent Commissioner (AR), CESTAT, Chennai reserves the right to accept or reject the quotation wholly or partly without assigning any reason thereof or accept more than one offer.
35. The vendors while quoting should give a written undertaking that they would abide by the tender conditions mentioned under 'Terms & conditions'.
36. **The successful bidder should furnish a performance security @ 10% of the value of the contract in the form of Bank Guarantee.**

The Commissioner (AR), CESTAT, Chennai reserves the right to postpone or extend the date of receipt/ opening of quotations or to accept or reject any or all tenders without assigning any reason thereof.

This issues with the approval of the Commissioner (AR).



**SUPERINTENDENT(ADMN.)**