

# STANDARD BID DOCUMENT

*For*

**Providing Housekeeping for Excise & Taxation Office,  
Sector 69, Mohali**

**O/o Excise & Taxation Commissioner, Pb.  
Bhupindra Road, Patiala.**

*(This box to be filled by contractor)*

*1. NAME OF CONTRACTOR: .....*

*2. ADDRESS: .....*

*.....*

*3. MOBILE NO: .....*

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**IMPORTANT DATES****Website :www.pextax.com****Providing Housekeeping services for Excise & Taxation Office, Sector 69, Mohali  
( . .2016 to . .2017)*****Office of the Excise & Taxation Commissioner, Punjab,Patiala.***

1. Name of Work : Providing House keeping services for Excise & Taxation Office
2. Period for providing services : One year
3. Mode of submission of Tender : To be submitted in the office of excise and taxation commissioner, Punjab, Patiala
4. Period & Time for purchase or download of Bidding Documents from website :  
From: Date 12 Month 10 Year 2016  
Time:  
To: Date 02 Month 11 Year 2016  
Time:11.00 AM
5. Time, Date & Place of Pre-Bid Meeting : Date 25 Month 10 Year 2016  
Time:11.30 Hours  
Place: Patiala
6. Time & Date of submission of Bids : Upto : Date 02 Month 11 Year 2016  
Time:11.30 Hours  
Place Patiala
7. Time & Date of Opening Technical Bids : Date 02 Month 11 Year 2016  
Time: 12.00 noon  
Place: Excise and Taxation commissioner office  
Bhupindra Road, Patiala
8. Time & Date of Opening Financial Bids : Date Month Year  
Time: Hours  
Place: Excise and Taxation commissioner office  
Bhupindra Road, Patiala
9. Place of Opening Bids : Address  
Place: Excise and Taxation commissioner office  
Bhupindra Road, Patiala
10. Last Date of Bids validity : Date 30 Month 01 Year 2017
11. Officer Inviting Bids : Excise and Taxation  
Commissioner, Punjab, Patiala

## TENDER NOTICE

Bid No.

Date:

Excise & Taxation Commissioner, Pb.Bhupindra Road, Patiala.invites bids from eligible bidders for the house keeping services for its newly built building at sector 69 S.A.S. Nagar Mohali as detailed in the following table. The bids shall be on the basis of lump sum contract.

S. No.	Name of Project / Work	Bid Security / Earnest Money (Rs.)	Cost of document / Tender Fee (Rs.)	Period of Completion
1	2	3	4	5
	Providing Housekeeping services for Excise & Taxation Office, Sector 69, Mohali ( . .2016 to . .2017)	25000/-	500/-	One year

2. Period of availability of Tender /Date & Time of bid submission and Date & time of opening of Bids are as given below:-

Availability of Tender		Last date & time For submission of bids	Date & time of opening of tender	
From	To		Technical Bid	Financial Bid
12.10.2016	02.11.2016	02.11.2016 11.30 AM	02.11.16 12.00	

3. The Bidding Documents can be downloaded from web site: [www.pextax.com](http://www.pextax.com) The document downloaded from website should not be tempered, and if any such tempering is detected before or after the opening of bids, the bidder shall be penalized and blacklisted
4. The bidders should keep checking the website for any **addenda/corrigenda** to the notice/bidding documents till the date of submission of bids, and the bidder should incorporate the same in his bid documents
5. Bids must be accompanied by bid security/EMD of the amount specified for this work.
6. Technical bids will be opened on the day & time as specified in the above table, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
7. Bids once submitted cannot be resubmitted or withdrawn.
8. Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of bids shall be summarily rejected.
9. The undersigned has the right to accept or reject any bid without assigning any reason.

Excise and taxation commissioner,  
Punjab,patiala

**CONTRACT FOR HOUSE KEEPING SERVICES**

Name of Contractor / : .....  
Contractual firm :-

.....

Name of Work : Providing Housekeeping service for Excise and Taxation office Sector 69, Mohali ( . .2016 to . .2017)

This agreement made on this day of ..... between .....  
..... (hereinafter called the "Contractor") of the one part, and Excise and Taxation Commissioner (hereinafter called "Commissioner") on the other part:

Whereas the contractor has offered to execute the work of housekeeping services and "Commissioner" has accepted his tendered offer for housekeeping services.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them, as per the general conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be construed as part of this Agreement:
  - (i) The "Notice Inviting Tender" & "Instructions to Tenderers" as at Annexure 'A' to this agreement.
  - (ii) Annexure 'B' to this agreement.
  - (iii) "Conditions of contract" as at Annexure 'C' to this agreement
  - (iv) "Commercial Bid "
3. The services will be carried out strictly as indicated in the Notice Inviting Tender". All the material and labour for use will be arranged by the contractor.
4. All correspondence and modifications of tendered offer and acceptance letter will form part of this Agreement.
5. In consideration of the payments to be made by the department to the contractor in respect of completed work, or item of work, the contractor hereby covenants with the board to execute the work in conformity in all respects with the provisions of this Agreement.
6. "Commissioner" hereby covenants to pay the contractor, in consideration of execution of works, the price in the manner as specified in this Agreement.

In witness thereof, the parties here to set their respective hands and seals on the day and year first above written.

Dated the ..... day of ..... 2016.

Signature of Contractor

Signature of witness of Contractor's Signature

Name .....

Address .....

Signed, sealed & delivered by ..... in the capacity of Excise and Taxation commissioner, Punjab, Patiala

Presence of (Witness) .....

**ANNEXURE 'A'**  
**EXCISE AND TAXATION DEPARTMENT, PUNJAB, PATIALA**  
**'Notice Inviting Tender and Instructions to Tenders**

1. Tenders in the prescribed form are hereby invited for Providing Housekeeping services for excise and taxation office, Punjab, Sector 69, Mohali ( . .2016 to . .2017).
2. Tender duly completed in all respects, should be submitted upto **.11.30 hrs** on **date.02-11-2016**
3. The Tender will be opened by tender committee in the presence of any Tenderers or their agents who may like to be present.
4. The time period will be one year after the date of issue of acceptance letter to the Contractor.
5. Earnest money amounting to Rs. 25,000/- must be furnished in the shape of demand draft in favour of Excise and Taxation Commissioner, Patiala. Any bid without requisite earnest money will not be considered.
6. The Contractor, whose tender is accepted, shall be required to furnish security at the rate of five percent of the annual cost of the work. The earnest money, if realized from the Bank will be treated as part of the security deposit.
7. The bids shall be valid for acceptance for a period of ninety days from the date of opening of the Tender. The earnest money shall be forfeited if the tenderer withdraws or modifies his offer within the validity period or fails to sign the (formal contract) agreement after acceptance of his offer or fails to commence the work within ten days of issue of acceptance letter. After the forfeiture of earnest money, the contract shall be immediately nullified.
8. On acceptance of the tender, the contractor shall either himself inspect or arrange the availability of an accredited representative, fully authorized in writing, at the site of work to receive instructions of Excise and Taxation Commissioner, Pb. or his representative and to ensure prompt compliance thereof.
9. The undersigned does not bind himself to accept the lowest rate or any tender and reserves to himself, the right of accepting the whole or part of the tender and tendered shall be bound to perform the same at the quoted rates.
10. Vat or any other tax shall be payable by the contractor and the Excise and Taxation office, Punjab will not entertain any claim in this respect.
12. Before filling this tender, the contractor shall visit the site and satisfy himself as to the conditions prevalent there especially regarding accessibility to the site, nature and extent of the ground, working conditions, stacking of materials, installations of Tools and Plants etc. accommodation and movement of labour, supply of water and power for satisfactory completion of the works contract. No claim, whatsoever, on such accounts shall be entertained by the department in any circumstances.
13. The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Contract labour (Regulation and Abolition) Act, 1970, Payment of Wages Act, 1936, Employer's Liability Act, 1938, Maternity Benefits Act, 1961 and the Industrial Disputes Act, 1947

as applicable and the rules and regulations issued there under from time to time. Failure to do so shall amount to breach of the contract and the Officer-in-charge may, at his discretion, terminate the contract. The contractor shall also be liable for any pecuniary liability arising on account of violation by him of the provisions of the Act.

14. The tender shall bear all costs associated with the preparation and submission of his tender and the department shall in no case be liable for these costs.
15. Each tenderer shall submit only one tender, either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender, will be disqualified.
16. Unless otherwise stated, the contract shall be for the whole job as described in the "Schedule of Items of works". The contractor shall be bound to complete the whole work as described in the schedule of items of works".
17. The following documents shall accompany the tender:
  - (i) Proof of deposit for earnest money.
  - (ii) Income tax clearance certificate/pan copy
  - (iii) Partnership deed or Registration certification of the firm or Company as the case may be.
  - (iv) Power of Attorney as required under rule for joint venture.
  - (v) List of works executed and/or in progress with agreement cost.
  - (vi) List of machinery and list of staff.
  - (vii) EPF Number allotted by the Provident Fund Commissioner, and latest copy of challan of Deposit of EPF of the employees.
18. Incomplete/tenderers not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
19. Conditional Tender shall not be accepted.



## ANNEXURE-B

I/We hereby offer to execute for the Excise and Taxation Department, punjab the work, specified in the tender written memorandum within the time specified in such memorandum and with such materials as are provided for and in all other respects in accordance with such conditions as applicable.

## MEMORANDUM

- : Providing Housekeeping services for Excise & Taxation Office, Sector 69, Mohali  
( . .2016 to . .2017) [1 year]
- a) General description
- b) Earnest money : **Rs 25,000/-**
- c) Security deposit : Rs ..5 % of the amount of work
- d) Percentage, if any, to be deducted from bills : Rs. ...-.....%
- e) Time allowed for completion from the date of issue of acceptance Letter, to the Contractor is 12 months

I/we hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto and all the terms and provisions contained in the detailed "Notice Inviting Tender" and/or in default thereto forfeit and pay to the Excise and Taxation commissioner, Punjab or his successors in office, the sum of money mentioned in the said conditions.

A sum of Rs.....has been deposited as Earnest money, I/we agree that the full value of Earnest money will be forfeited without prejudice to any other right or remedies to the Excise and Taxation commissioner, Punjab or his successors in office, should I/we (i) withdraw or modify my/our offer during the period of validity or (ii) fail to sign the contract agreement after acceptance of the offer or(iii) fail to commence the work within 10 days of the issue of acceptance of my/our offer, otherwise, the said Earnest money shall be retained by him towards security / deposit against clause (d) of the above memorandum.

Dated the ..... day of..... 20.....

Signature of the contractor.

Witness .....

Address .....

Address .....

.....

Occupation .....

Phone No. ....

The above offer is hereby accepted by me on behalf of.....

Signature of Contractor

Dated the ..... day of ..... 20.....

**ANNEXURE-C****A. CONDITIONS OF CONTRACT**

1. The “Contract” means the documents forming the tendered offer and acceptance thereof consisting a binding contract between the Excise and Taxation commissioner, Punjab and the contractor, the tender documents including the conditions, the specifications supplemented with instructions issued from time to time by the Commissioner or his representative and shall be binding on the parties in the stated order of precedence. All these documents taken together with the tendered offer and its acceptance shall be deemed to form the contract and shall be complementary to one another.
2. The “Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include the legal personal representative or the persons comprising such firm or company or the successors of such firm or company as well as the assignees of such individual or firm or company whose tendered offer has been accepted.
3. “Communication” between parties is the written and signed letters, notices, reminders, Memoranda and instructions recorded in the instructions book or books kept at site.
4. “Days & months” are calendar days and calendar months.
5. The “Officer-in-charge” means the officer authorised by Excise and Taxation commissioner, Punjab, who shall supervise the work and administer the contract with the assistance of his authorized subordinates who shall be in charge of the work and who shall sign the contract on behalf of the Excise and Taxation commissioner, Punjab,
6. “The office shall mean the office of excise and taxation office punjab.
7. “Schedule of items of works” shall mean the items of work to be executed at site of work pertaining to work allotted to the contractor.

Note : In interpreting these "Conditions of contract", singular also means plural, male means female and vice versa.

## **B. ELIGIBILITY CONDITIONS**

1. The bidder shall be in the business of providing House Keeping for at least past three years continuously i.e. from financial year 2013-14 onwards.
2. The bidder should have achieved turnover (as certified by Chartered Accountant) in any one of the last three financial years preceding the year of invitation of bids i.e. during 2013-14, 2014-15 and 2015-16 equal to the estimated amount, and at least 50% of it should be from the business of providing House Keeping Services.
3. The bidder should have satisfactorily completed as prime contractor at least one similar work equal in value of the estimated cost of work in any one of the last three financial years preceding the year of invitation of bids i.e. during 2013-14, 2014-15 and 2015-16.
4. The bidder must be registered under Provident Fund Act., ESI Act.
5. The bidder must be registered with Labour Commissioner of the respective city in which it has been working in the last three years.
6. The bidder must have valid license from the Govt. of Punjab for providing labour.
7. The Bidder should certify that they have rendered satisfactory performance during the last 3 years and the order / orders placed subsequently should not have been cancelled or closed by any department of Govt. or Public Sector undertakings in the last 3 years due to un-satisfactory performance and such persons whose orders/contracts have been closed or cancelled need not apply. Any suppression of material facts or discrepancy in this respect will lead to disqualification of the bid.
8. The bidder must produce an affidavit that the information furnished with the bid documents is correct in all respects.
9. The bidder must have valid service tax registration number.

## **C. BID EVALUATION CRITERIA**

1. Technical Bids will be opened and checked if the bidder has provided all the required details & meets the essential eligibility conditions as mentioned in the preceding points and accepts all the terms and conditions mentioned in succeeding points.

2. Financial Bids in respect of only those bidders who are technically qualified will be opened to evaluate the successful bidder who has quoted lowest rate.

3.

**D. BIDDER TO GET INFORMED HIMSELF FULLY**

The bidder shall be deemed to have carefully examined the terms and conditions before submitting the bid.

**E. HOUSEKEEPING SERVICES:**

(a) Job Description for Housekeeping Services:

HOUSE KEEPING SCHEDULE & CHECK LIST			
S. No.	Area	Frequency	Type of cleaning required
1.	TOILET BLOCKS		
	FLOOR	Every 2 hours or as required minimum 4 times a day	Initially with a good quality floor cleaner (equivalent to (DETTOL) all the mopping with phenol of reputed make.
	URINALS		Clean with HARPIC/SAINI FRESH or any other good quality cleaner. At the end use Phenol and place naphthalene balls. Required soap/ liquid soap/ toilet paper etc should be available in the all toilets.
	WCs		Clean with HARPIC/SAINI FRESH or any other good quality cleaner. At the end use Phenol and place sanitary cubes or air freshener at an ideal place. Required soap/ liquid soap/ toilet paper etc should be available
	Toilet Block Walls and Tiles	Once a week	Wall tiles shall be washed with the good quality cleaning powder and mop with dry cloth. Floor tiles shall be cleaned with the cleaning machine.
	All Toilets attached with officers rooms	Daily or as and when required	Check daily and replenish regularly as and when required soap, toilet paper etc. should be available every time in all the toilets.
2	FLOOR AREAS	Daily	Cleaning should be done with the prescribed machine
		Weekly	Cleaning should be done with the prescribed machine using good quality cleaning powder/ liquid soap to make the area stain free
		Four monthly	Polishing of floor buffing should be carried out using mansion polish of reputed make & floor polishing machine

3	CEILING / WOODEN PARTITION/FURNIT URE  BLINDS/ GRILLS of entire office area	Fortnightly	Removal of cobwebs, Removal of dust using the vacuum cleaner
4	CARPETED AREAS	Weekly	Removal of dust using vacuum cleaner.
5	PANTRY	Twice daily	Cleaning and mopping with wet mops
6	LIGHT FITTINGS	Fortnightly	Removal of cobwebs, Removal of dust using vacuum cleaner
7	VENETIAN BLINDS and curtains-chicks etc		
	A) horizontal	Weekly	Removal of dust using Vacuum cleaner
	b) Vertical	Fortnightly	Removal of dust using Vacuum cleaner
8	GLASS, PARTITIONS, WINDOWS, DOORS & STRUCTURAL GLAZING	Daily & weekly	To be cleaned using cleaning material (COLIN etc.) once a week. At the end to be wiped using normal newspaper. Daily cleaning to be done using dry cloths to remove any dust
9	WORK STATIONS	Weekly	All panels to be dusted both inside and outside and cleaned with dry cloth. Stains (if any) to be removed using liquid soap. Daily dusting to be done.
10	TABLES & CHAIRS	Daily	Cleaning of tabletops to be done using wet cloths, Stain to be removed using liquid soap . All chairs to be dusted daily
11	FILING CABINETS	Monthly	To be cleaned in the presence of a representative of the branch in charge, without disturbing files
12	COMPUTER TERMINALS PC'S PRINTER EPBAX & TELEPHONE INSTRUMENT	Weekly	To be wiped with soft cloth slightly dampened in a good quality solution to be used for cleaning of such types equipments
13	AIR CONDITIONING UNITS OUTER COVERS & GRILLS	Monthly	Covers/ Grills which can be removed to be washed using good quality liquid soap
14	DRAWING CABINET CUBOARDS ETC.	Fortnightly	To be dusted and cleaned manually
15	UPS ROOMS	Weekly	To be cleaned and dusted manually or by using vacuum cleaner
16	WATER COOLERS/ DUSTBINS/ WATER	Weekly	To be cleaned with good quality detergent.

	FLASKS/ BUCKETS		
17	UNDER GROUNDS STORAGE TANKS AND HDPE STORAGE TANKS ON TERRACE	Monthly	To be cleaned manually or mechanically and afterwards the required quantity of standard quality of disinfectant to be added
18	SEWER CLEANING	As and when required	Sewer/ Storm sewer lines are to be kept clean with the complex up to the point of connection to the city sewer.
19	PUMPING MACHINERY OF DRINKING WATER & STORM WATER DRAIN FOUNTAIN & FOR COOLING TOWER	Daily	The existing pumping machinery to be operated and kept in working order for 24 hrs to ensure proper water supply and to dispose of storm water from the su mps in the complex. In case of electricity failure. Diesel for generating set will be supplied by PUDA against the production of entry in log book and after c\verification of Engineer in charge
20	PESTS CONTROL, anti termite, Rodent control , Anti mosquito treatment etc.	Quarter	General pest control is to be done with standard quality pesticides quarter yearly, but other, treatment like Anti Termite proofing, Rodent Control, Wooden Protection and Anti Mosquito Treatment shall be done with standard quality chemicals as and when required

- (b) General Instructions Regarding Duties to be performed under this Contract for Housekeeping Work:
1. Cleaning & sweeping of rooms, corridors, and cabins and wiping the stair case areas, door glasses and all kinds of partitions of the office and open areas daily.
  2. Cleaning of all type of sofas, chairs, furniture and fixture, telephones and carpets.
  3. Collecting all the dustbins and waste paper baskets and then cleaning them.
  4. Cleaning of toilets and washbasins thrice daily by using phenyl, soap oil and disinfectant materials like naphthalene balls, Air cakes and urinary cubes.
  5. Cleaning of ceiling and walls and removal of cobwebs from all the places of the building should be done daily. No cobwebs shall be seen at any place in the entire building.
  6. The above cleaning has to be carried out by checked cloth, Yellow cloth, and floor cloth along with bleaching powder, brasso, mop (big special thread), brooms hard and soft, toilet brush, cleaning acids, scrubbers, dust pan, polishing sponge, stick, and wiper.
  7. Contractor will be responsible to keep all the places of offices and other suitable locations sprayed with proper insecticides as per requirement.
  8. The timing for cleaning and sanitation work can be changed as per requirement /needs of this office without interference to office work.
  9. The sludge and garbage collections from the open drains, main holes, sewerage and septic tanks etc., during cleaning operation should be removed out of the building and disposed off in accordance with the Municipal Corporation instructions.
  10. The contractor will employ his Supervisor/ Work In-charge to control the cleaning staff in the premises and the Supervisor/ Work In-charge will be available in the office campus during the working hours.
  11. Any other related work assigned to them.
  12. All materials required for above mentioned cleaning job will be provided by the contractor.
  13. The material used should be of reputed brand and will be subject to be approval by the nominated Board of officer.

(c) Special Terms and Conditions for Housekeeping Work:

1. The contractor shall provide housekeeping personnel and Supervisor/ Work In-charge from 8 a.m to 4:30 p.m. on all working days (if necessary in shift duties). The Supervisor/ Work In-charge should monitor through the day and all House Keeping personnel must be at his disposal. The House Keeping personnel must maintain highest discipline in the office. The contractor should quote for the said number of workers only.
2. The contractor shall deposit all the material required for Housekeeping as per list attached with officer in charge on 1st of every month.
3. Dusting of all items of furniture/wooden, steel furniture, partition walls, doors, windows, ventilation, notice board etc. shall be done and completed before the opening time of office i.e. 9:00 am Hrs or notified.
4. The cleaning work will be checked that flush, urinal, washbasin, drainage pipes, Washbasin taps etc., are in proper working condition. In case of any problem, it should be brought to the notice of this office on account of damage or theft of material during discharge of cleaning activities.
5. The contractor shall compensate in full the loss sustained by this office on account of damage or theft of material during discharge of cleaning activities.
6. The contractor shall ensure cleanliness at all time and at all the places.
7. The contractor shall arrange to carry out sanitation by keeping the following points in mind:-
8. The cleared area should become totally dust free and spotless giving a sparkling look.
9. No bad odour should emanate from any part of the area.
10. The cleaning should not spoil the natural shine and look of the furniture and other material.
11. The furniture etc should be arranged in the same order as before cleaning.
12. The cleaning activities should not cause any disturbance to the activities to the offices.
13. The garbage should be neatly picked up and disposed off to a place away from the building at his own cost.
14. The quantum of the work as per respective annexure for each bid can vary from time to time as per requirement of this office.
15. Any damage caused to any equipment/or items available at the office premises due to negligence of the contractor's work force shall be entirely on contractor account. The amount so involved on this account shall be deducted from the payment due to contractor.
16. The staff so employed on contract basis for purpose of housekeeping services in the Excise and Taxation office, Pb. will not be treated as employee of this office.



## **F. HANDING/TAKING OVER**

The fittings, fixture, furniture, furnishings, and all other items will be properly handed over after making separate kit inventory and details of each item giving specifications duly signed by representatives of the ETD and the Contractor. All the items provided to the Contractor by the ETD shall remain the property of ETD and shall be handed over to its representative in sound working condition on termination of the Contract.

## **G. GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

1. The agreement will be initially in force from the date of execution and for a period of one year subject to satisfactory performance and can be terminated by one-month notice from either side. The further extension thereafter would be decided later, on satisfactory completion of the above tenure.
2. The employees engaged by the contractor will be in the employment of the contractor only and not of Excise and Taxation Department,pb. The contractor will be responsible for payment of wage as minimum wages as prescribed / revised from time to time by the State Government and such other service benefits to its personnel posted as mentioned below:-
  - i) Contractor shall not pay wages and other allowance to its staff below the rates of minimum wages fixed by the Government of India or the State Govt. from time to time.
  - ii) Contractor shall provide weekly holidays, National and Festival Holidays and leave with wages and other benefits as per the rules.
  - iii) The contractor shall pay the gratuity and bonus as per the provisions of the payment of Bonus Act, 1965 and payment of Gratuity Act, 1972.
  - iv) All other benefits required to be extended under various labour statutory enactments.
3. No escalation in rates due to any reasons, statutory or otherwise shall be allowed during the period of contract.
4. The contractor shall have sufficient arrangement for cleanliness in consultation with this office so as to complete the cleaning work within specified time mentioned in the schedule.
5. A penalty of amount equal to 1 (one) percent of the monthly amount (minimum Rs.1000/- per day) for non satisfactory cleanliness of the office building /other area will be recovered.
6. The maximum penalty recoverable will be 10% of the respective total bid amount.
7. In case the contractor fails to give satisfactory service the work will have to be got done from any other contractor/agency even at the higher rates and excess amount would be deducted from the contractor's bill.
8. The personnel provided by the contractor are in case found to be indulging in any undesirable or unfair activities in the premises of the office, the contractor will solely be responsible for all the consequences apart from the liberty of Excise and Taxation commissioner, Punjab to lodge complaints

before appropriate authorities.

9. No personnel below the age of 18 years shall be employed on work by the contractor.
10. The contractor shall ensure that none of their employees will be a member of any of the employees union(s) of the central union of Government employees, or take any interest in their activities.
11. After the expiry of the agreement period, the service need not be continued taking as deemed extension of period.
12. The contractor shall strictly comply with the terms and conditions of agreement. In case of violation of any of the terms, the agreement shall be liable for cancellation immediately.
13. Any dispute arising out of this agreement or that, which may arise in future, will be resolved by taking recourse to mutual settlement in the first instance, failing which the dispute will be subject to S.A.S Nagar Mohali jurisdiction only. The office is entitled to withhold a payment that is due to the contractor in case of dispute till it is resolved.
14. Payment will be made to the contractor by 10th of each succeeding month on receipt of bills. Payment of salary to staff must be made by 7<sup>th</sup> of the month. Proof of payment shall be submitted to the office every month.
15. It is the responsibility of the agency to produce previous month ESI, PF contribution receipts and salary acquaintance as per the minimum wages Act of the employees along with the bill for payment. This will be strictly adhered to before making payment.
16. The deviation from the terms and conditions, if any, shall be clearly indicated in a separate sheet duly signed by the bidder.
17. The successful bidder shall furnish a Performance Security Deposit of 5 % of the offered annual value of the contract within seven days of letter of acceptance of bid in the form of irrevocable Bank Guarantee issued by any scheduled bank in favour of " Excise and Taxation commissioner, Punjab " safeguarding the interest of Excise and Taxation commissioner, Punjab in all respects. The instrument shall be valid for thirty days beyond the date of completion of contractual obligations by the contractor.
18. The initial period of contract will be 12 months. The period of Contract may be extendable upto three years by extending the same for 12 months at a time satisfactory completion of proceeding contract period. The Contract may be extended on satisfactory performance by the Agency and the amount of increase in the contract amount per year shall be 5%.
19. All the staff provided by the agency shall be in proper uniform bearing badge of the agency and identity card issued by the agency. Agency will ensure that staff provided bear good moral character and is cleared in Police Verification Report. The staff provided should be medically fit and without any contagious disease.

20. The personnel deployed should work Monday to Saturday i.e., six days in a week and their working hours would be normally from 8.00 A.M. to 4.30 P.M. including 30 minutes' lunch break between 1.30 P.M. to 2.00 P.M. If need arises, the persons shall have to work late or come early or attend the office even on Sunday/Gazetted Holidays, leave in lieu or wages will be admissible.
21. The contractor shall ensure that the salary to the persons deployed by them is paid by the 7th day of the succeeding month at the agreed wages and other statutory benefits admissible to such personnel as notified by the Government of Punjab from time to time.
22. No Advance payment, in any case would be made to the contractor.
23. The periodicity of payment of the firm shall be monthly. The firm shall submit the monthly bill after the end of a calendar month that shall be processed for payment.
24. Statutory deductions, as applicable, will be deducted from the payments to be made to the Firm.
25. The Firm shall not assign, transfer, pledge or sub-contract the performance or services without the prior written consent of Joint Director.
26. The firm should be available on its own direct telephone (mobile, office as well as residence) and the outsourced persons should also be available on mobile phone so as to enable this office to contact them and also call them in emergency.
27. The Firm is required to deposit a copy of valid licence from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Rules, 1971 within thirty days of the date of award of the contract. If the Firm is refused a licence for any reason whatsoever or fails to obtain the licence within the stipulated period of thirty days, the contract shall automatically stand terminated and the office shall be at liberty to recover losses, if any, from the Firm including forfeiture of performance security deposit.
28. The antecedents of outsourced persons to be deployed should be properly verified by the local police authorities and their details (names, address, telephone numbers, mobile numbers, photographs, past work experience etc.) will have to be provided to this office.
29. The outsourced persons deputed by the Firm should not have any adverse Police records/criminal cases against them. The Firm should make adequate enquiries in advance about the character and antecedents of each person recommended by them. The character and antecedents of each person provided by the Firm will be got verified by the firm itself before their deployment through due investigation by the local police.
30. The firm will also ensure that the outsourced persons deployed are medically fit and will keep a record of their medical fitness. They shall withdraw such person who is not found suitable by the office for any reasons, immediately on receipt of such a request and provide immediate replacements.
- 30.

31. It will be the responsibility of the firm to ensure that good, efficient and well-mannered outsourced persons are deployed.
32. The outsourced persons provided shall not be changed except under compelling circumstances and after prior consent of Officer –in- charge. In this case, the changed outsourced persons shall have either a police verification certificate or two character and good conduct certificates from two Gazetted Officers of Government.
33. If ETD suffers any loss or damage on account of negligence, defaults or theft on the part of the employees/ Agents of the Firm, then the Firm shall be liable to reimburse to ETD for the same. The Firm shall keep ETD fully indemnified against any such loss or damage.
34. The firm shall withdraw such persons, who are not found suitable/acceptable to ETD because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct etc. immediately and provide immediate replacements.
35. The Firm shall provide the copies of engagement / deployment letter issued to the personnel so deployed by them to this office. It will also provide a list of all personnel so deployed with attested copies of proof of permanent and present address and their photographs.

The Firm's personnel, engaged in the office of ETD shall not claim any benefit /compensation /absorption /regularization of services from this office under the provisions of Industrial Disputes Act. 1947 or Contract Labour (Regulation and Abolition) Act, 1970. payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen Compensation Act, 1923, Industrial Disputes Act 1947. Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made there under from time to time. Undertaking from the persons to this effect shall be required to be submitted by the Firm to ETD. There will be no master & servant relationship between the employees of the Firm and ETD.

37. The persons of the Firm shall not divulge or disclose to any persons any details of this office, operation process technical know-how, security arrangements, administrative/ organizational matters as all are confidential / secret in nature.
38. The Firm's personnel working in this office should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote and enhance the image of ETD. The Firm shall be responsible for any act of indiscipline on the part of the persons deployed by them.
39. The personnel recruited by the Firm or the Firm itself shall not interfere with the duties of the employees of ETD.
40. The Firm shall ensure proper conduct of their persons inside the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, chewing tobacco or any other prohibited substances.

41. The transportation, food, medical and other statutory requirements in respect of each person of the Firm shall be the responsibility of the Firm.
42. It shall be the responsibility of the Firm to issue the employment card to the workers as per the prescribed format and maintain the muster roll, the wage register and other registers / documents as provided in the Contract Labour (Regulation & Abolition) Act.
43. It shall be the responsibility of the Firm to provide photo-identity cards to the persons employed by them for carrying out the work. These identity cards are to be constantly displayed and renewed at the appropriate time and their loss is to be reported to the Firm and this office immediately.
44. The Firm shall provide a substitute well in advance if there is any probability of the persons leaving the job due to his/ her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Firm.
45. ETD shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Firm.
47. On the expiry of the agreement, the Firm will withdraw all its persons and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employment or non-employment by the persons of the Firm, it shall be the entire responsibility of the Firm to pay and settle the same. In any event, it will be the responsibility of the firm to clear all the due payments for its employees.
48. In case of failure by the Firm to comply with any statutory requirement/ terms of the agreement/ withdraws the services or PMB terminates the contract for violation of terms and conditions/ deficiency in service during the period of contract, the contract shall be terminated, the Performance Guarantee shall be invoked and the Firm would be disqualified from participation in any future bids of the ETD.
49. ETD reserves the right to terminate the contract any time without assigning any reason whatsoever for which the contractor shall not be entitled to any compensation.
50. Contract of Agreement can be terminated by the firm giving 30 days notice in advance. If the Firm fails to give 30 days notice in writing for termination of the Contract of Agreement then the amount due to the Firm from ETD shall be forfeited.
51. Any dispute regarding working hours and of compensation payable to the workers deployed by the Firm will be the responsibility of the Firm and no representation will be entertained on this issue by this office. The Firm shall totally indemnify this office in this regard.

52. All liabilities arising out of any legal dispute, accidents etc. shall be borne/paid by the firm and ETD shall not be liable in any manner whatsoever.
53. In case of any dispute, the decision of the ETD shall be final and binding. Jurisdiction for legal dispute, if any, arising during the currency of the agreement, will be SAS Nagar (Mohali) Court only.

**FORMAT FOR AFFIDAVIT**

(On non-judicial stamp paper and shall be attested by Notary)  
(To be submitted in Envelope-1 along with Technical Bid)

I, ..... son of Sh.....  
resident of .....  
aforesaid solemnly affirm and state as under:

- 1. That I am competent / authorized signatory of the Company / Firm to sign this declaration and execute this bid document.
- 2. I have carefully read and understood all the terms and conditions of the bid and undertake to abide to them.
- 3. The information/documents furnished along with the above bid form are correct and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law

Place:

Signature & Name  
of the authorized signatory of the Bidder  
with Seal of the Firm

Date:

Providing Housekeeping Services

**COMMERCIAL BID**  
(To be submitted in Envelope-2)

We hereby offer to do this work for Rs...../-  
(Rupees.....)  
(in words ) per month inclusive of all taxes, levies and other charges.

Signatures .....

Name of the Firm .....

Seal .....