

GOVERNMENT OF TELANGANA COMMERCIAL TAXES DEPARTMENT

TENDER DOCUMENT FOR PROVIDING HOUSE KEEPING SERVICES FOR DETAILS VISIT US AT WEBSITE <u>www.tgct.gov.in</u>

TENDERING AUTHORITY COMMISSIONER OF STATE TAXES, TELANGANA

Contents of the bid document

SI. No.	Description	Page No.
1.	Tender Notice	3
2.	Tender Document	4-12
3.	Annexure – I (includes General conditions of contract and Additional conditions to be followed by Agency & Agency workers).	13-31
4.	Annexure – II	32-33
5.	Appendix – I - Forwarding letter	34-35
6.	Appendix – II – Tenderers details	36-38
7.	Annexure – X	39
8.	Annexure – III – Check list	40
9.	Annexure – IV – Tech bid proforma	41
10.	Annexure – V - Financial Bid proforma	42-43

GOVERNMENT OF TELANGANA COMMERCIAL TAXES DEPARTMENT

OFFICE OF THE COMMISSIONER OF STATE TAXES M.J.ROAD, NAMPALLY, HYDERABAD.

TENDER NOTICE

On behalf of Commissioner of State Taxes, Telangana (Tendering / issuing authority), sealed Tenders are invited from the reputed House-keeping, Sanitation and Maintenance Agencies for providing House Keeping services at the office of Commissioner of State Taxes, Telangana, Hyderabad and city division offices of this Department.

CCTs Ref No. G3/19/2014,

Dated: 16-03-2023

1. Name / Scope of the work	:	House Keeping, Sanitation, maintenance by an outsourcing Agency with 62 House Keeping workers & 7 Supervisors
2. Estimated Cost	:	Rs.1,29,93,756/- per annum.
3. Tender Schedule Fee	:	Rs.590/- (non-refundable) RTGS to DDO's Bank A/c No. 52089947995, SBI
4. Issue of Tender Schedule	:	Tender schedule may be collected in Person from JC (ST)-I Enforcement, O/o Commissioner of State Taxes, Hyderabad, or may be downloaded from the website <u>www.tgct.gov.in</u> from 18-03-2023 at 11:00 AM
5. Pre-bid meeting date, time, venue	:	23-03-2023, at 3.00 P.M., 1 st floor C.T. Building Complex, Nampally, Hyd - 01
6. Last date for Requisition of Tender Schedule	:	On 28-03-2023, 2.00 P.M.
7. Last date for Submission of Tenders	:	On 29-03-2023, 5.00 P.M.
8. Date of opening of technical bid	:	On 03-04-2023, At 11.00A.M.
9. For Details contact	:	Joint Commissioner (ST)(Enft-I),C.T. Building Complex, Nampally, Hyd - 01
10.EMD amount	:	Rs.2,59,875/- (EMD in the form of Demand Draft or Bankers Cheque in favour of Commissioner (ST) Telangana State, Hyderabad, to be submitted along with Technical bid Document.
11.Period of contract	:	12 months from the date of order.

- Note: 1. Applicants should have at least three years of previous experience
 - 2. The agencies should have a valid and subsisting registration in the Labour Department, provident Fund, ESI, Profession Tax, GST Act.

COMMISSIONER OF STATE TAX

TENDER DOCUMENT FOR OUTSOURCING HOUSEKEEPING SERVICES IN THE COMMERCIAL TAXES DEPARTMENT, TELANGANA, HYDERABAD. FOR THE YEAR 2023-24 FROM HOUSE KEEPING, SANITATION AND MAINTENANCE AGENCIES

1. Sealed tenders in conformity with detail tender call notice are invited from the House keeping, Sanitation and Maintenance agencies having similar line of business for minimum of 3 years, having valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration and PAN Card, Professional Tax Registration and up to date clearance certificate, GST registration for providing House Keeping, sanitation and maintenance services on out sourcing basis in the office building of Commissioner(ST), Telangana, Hyderabad and respective division offices. The outsourcing Agency should have local Offices at Hyderabad to ensure satisfactory fulfilment of contractual obligations.

2.The Housekeeping, Sanitation and Maintenance agencies having good track record, manpower capacity and relevant experience are eligible to apply. They should produce satisfactory work completion certificate for a minimum three preceding years with the State Government/ Central Government/PSU/ Private Company registered under company act 1956.

3. The tender document can be obtained from the website of the State Taxes Department (www.tgct.gov.in). A fee of Rs. 590/ (Rupees Five Hundred and Ninety only), towards the cost of the tender document is to be paid through RTGS, along with the Earnest Money Deposit (EMD) **@2%** of one year value of contract may be enclosed in the form of separate Demand Drafts drawn in favour of the "Commissioner of State Taxes, Telangana State, Hyderabad" and submitted along with the Technical Bid.

4. The tenders should be submitted in two sealed covers.

(A) The first sealed cover should be super scribed "Technical Bid' for tender and should Contain

I. Checklist of documents submitted (Annexure-III)

- II. The Proforma at Annexure-IV duly filled in.
- III.Agency profile including previous experience of manpower supply to Government / Semi Government /PSU / Private Company registered under company act 1956.
- IV. Acceptance of terms and conditions there under.
- V. Demand Draft/ Bankers cheque for Earnest Money Deposit.
- VI. RTGS proof towards the cost of Tender document.
- VII. All other required documents.

(B) The second sealed envelope super scribed 'Financial Bid' should contain only rates which are to be quoted on monthly basis (Annexure-V).

(C) Both the sealed covers of 'Technical Bid' & 'Financial Bid' should be super scribed 'Tender for Outsourcing House Keeping Services'. This should be addressed to THE COMMISSONER OF STATE TAXES, TELANGANA, HYDERABAD, Dr.no.5-4-399/404, M.J.Road, Nampally, Hyderabad and sent by registered post or by dropping in the respective boxes placed in the office of the tendering authority during the office hours latest by 5:00 P.M. of 29.03.2023 and shall be opened on 03.04.2023 at 11:00 A.M. in presence of the tenderers or their authorized representatives. In the event of office,

being closed on the last date of receipt or opening of bid as specified, the bid will be received / opened on the next working day at the same time and venue.

(D) However, the Commissioner of State of Taxes, Telangana, may at her discretion can extend this date by a fortnight and such extension shall be binding on the tenderers.

5. Tenders received after, the due date and time will be rejected. Incomplete and conditional tenders shall not be accepted for consideration under any circumstances by the authority and would stand rejected.

6. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria as it may fix and only those found fit will be eligible for financial bid opening.

7. The bidders are required to submit the proof of cost of the document along with the attested copies of valid Registration Certificate, EPF Registration, ESI Registration, Professional tax registration, Pan-Card and up-to date GST & Professional Tax clearance certificate along with the bid documents, failing which the tender shall be declared as incomplete and thus liable for rejection.

8. Submission of more than one tender by a tenderer for the Scope of work will render all the bids submitted by the tenderer liable for rejection.

9. The bidders may assess about the nature and quantum of work before quoting their rate. The bidders shall be deemed to have full knowledge of the place of work whether he inspects or not and no extra charges consequent on any misunderstandings or otherwise shall be allowed.

10. The rates for manpower that may be required for the proposed services shall not be less than the rates of Labour Employment Technical and Factories (LAB-II) Dept., dt.17-01-2012 of Government of Telangana issued under Minimum Wages Act, 1948as modified / amended from time to time.

11. The rate of wages, statutory dues and other allowances etc. under the labour law and other laws payable by the employer (the bidder) should be as indicated in detail as per the enclosed (Annexure-V)

12. The bidders are required to quote their rates both in words and figures and put their signature; they should also sign on any overwriting or any correction made in the tendered rate. The rates filled in figure only and not in words shall be liable for rejection for which no paper cost shall be returned to the tenderer(s).

13. The bidders while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender document including EMD. EMD deposit of unsuccessful bidders will be refunded within 30 days after finalization of Tender without interest.

14. EARNEST MONEY DEPOSIT: The bidders shall enclose with the Tender EMD amounting to 2% of one year value of contract which amounts to Rs.2,59,875/- in the form of Demand draft / Banker Cheque drawn on any Nationalized/Schedule Bank in

favour of the "Commissioner of State Taxes, Telangana State, Hyderabad", to be enclosed with 'Technical Bid' document as per clause4(A)V above.

15. The Demand Draft/ Bankers Cheque produced in relation to this tender should be drawn on any Scheduled Bank in favour of the "COMMISSIONER OF STATE TAXES, TELANGANA STATE, HYDERABAD", payable in Hyderabad. Other details can be seen in bidding document.

The issuing authority reserves the right to reject any or all the tenders without assigning any reason thereof.

GENERAL INFORMATION TO TENDERERS

1. OBJECT OF THE CONTRACT

The Agency shall undertake the provision of services of Housekeeping, Sanitation and maintenance of office Buildings and premises by deploying **7 Supervisors and 62 Housekeeping workers** for maintaining clean and sanitary conditions in the office of Commissioner of State Taxes and city division offices. The detailed services and periodicity to be carried out in keeping the premises in usable condition shall be as contained in para VI of Annexure–I. The bidder is required to assess the requirement of house-keeping to maintain services on day to day basis.

2. The contract, if any, which may arise from this Tender shall be governed by the terms and conditions of the contract as set out in the Invitation/General Information to the Tenderers and as given in this Tender Form and its Annexures.

3. QUALIFICATION CONDITIONS FOR TENDER:

(I) The tenderer should have minimum three (3) years experience of providing the House-keeping services to the Central Govt./State Govt./PSUs/ Company(ies) Registered under Companies Act, 1956.

(II) the tenderer should have executed or be executing single contract worth Rs.50 lakhs per annum or two contracts of Rs.35 lakhs or three contracts of Rs.20 lakhs or more during the last three year period.

(III) The tenderer would be required to produce an Experience Certificate (s), in the Proforma appended as Annexure "X", containing the following details:-

(i) Nature of House-keeping services provided.

(ii) Period of the contract. It must indicate specific dates of commencement of Contract and its completion. If the period of three years is not covered by a single certificate, more than one certificate even from more than one Department may be attached.

(iii) Relevant Experience: The certificate(s) should also indicate that the tenderer possess experience of having provided the required manpower for house keeping with materials.

(iv) Stating proof of satisfactory execution and completion of contract.

(V) Audited turnover statement duly attested by the auditors

The contracts under execution will also be considered, provided the certificate contains all the above details.

Other documents in support of the Experience viz., copies of Assignment Order, Agreement etc. other than the certificate(s) required above shall not be considered in any case.

4. RATES OF WAGES:

The rates of wages in respect of Housekeeping workers would be under "unskilled worker" category as per the Minimum Wages fixed/notified by the Labour Department of Government of Telangana. The supervision charges/rate of commission may be quoted in terms of percentage on Minimum Wages (excluding Service Tax, EPF, ESI, Bonus and other statutory payments) as specified in the price bid for the housekeeping workers and supervisors.

5. DISQUALIFICATION CONDITIONS:

(I) Tenderer who has been blacklisted or otherwise debarred by any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting.

(II) Any Tenderer whose contract with any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.

(III) Tenderer who's Earnest Money Deposit and/or Security Deposit has been forfeited by any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.

(IV) If the proprietor /any of the partners of the Tenderer Firm/any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.

(V) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another Firm, or as Director of a Company etc.) will render the Tender disqualified.

(VI) A Hindu Undivided Family (either as a Proprietor or partner of a firm) shall not be entitled to apply for Tender. Any Tender submitted in the capacity of Hindu Undivided Family (either as a Proprietor or partner of a firm) shall be summarily rejected.

(VII) The onus of ensuring the eligibility condition to participate would be on the Tenderer and any Tenderer, if found subsequently ineligible at any stage, on any account, its Tender would be summarily rejected and the EMD and Security Deposit in such case shall be forfeited, without any prejudice to any right or remedies this Office may have under the contract and Law.

(VIII) Any Agency/Bidder if quotes "Negative" or "NIL" or "Zero" charges /consideration, the bid shall be treated as "incomplete' and tender will be rejected summarily.

(IX) Agency Commission shall be minimum 2%.

6. INSTRUCTIONS FOR SUBMITTING TENDER

The instructions to be followed for submitting the Tender are set out below: (a) The Tenderer must fill up and sign the forwarding letter in the format given in

Appendix-I.

(b) Signing of Tender

(i) Person(s) signing the Tender shall state in what capacity he / she is, or they are e.g., as sole Proprietor of the Firm, signing the Tender, or as а Secretary/Manager/Director etc., of a Company. In case of registered Partnership Firm, the names of all Partners should be disclosed and the Tender shall be signed by all the Partners or their duly constituted Attorney, having authority to bind all the partners in all matters pertaining to the contract. The copy of the Registered Partnership Deed along with Power of Attorney should be furnished along with the Tender. In case of Limited Company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the Tender to do so on behalf of the Company shall be submitted with Tender along with a copy of the Memorandum and Articles of Association of the Company.

(ii) The person signing the Tender, or any documents forming part of the tender, on behalf of another, or on behalf of a Registered Firm shall submit a copy of proper power of Attorney duly executed in his favour, stating that he has authority to bind such other person, or the Registered Firm, as the case may be, in all matters, pertaining to the Contract. IF THE COPY OF SAID POWER OF ATTORNEY IS NOT SUBMITTED ALONGWITH TENDER, THE TENDER SHALL BE SUMMARILY REJECTED WITHOUT PREJUDICE TO ANY OTHER RIGHT OF THIS OFFICE UNDER THE CONTRACT AND LAW.

(iii) The Power of Attorney should be signed by all the Partners in the case of a Registered Partnership Concern, by the Proprietor in the case of Proprietary Concern, and by the person who by his signature can bind the Company in the case of a Limited Company. The entire Tender document must also be signed on each page by the authorized person.

7. EARNEST MONEY

(i) Each Tender must be accompanied by an **Earnest Money Deposit of Rs.2,59,875/-** (Rupees Two Lakhs Fifty Nine Thousand Eight Hundred and Seventy Five only) in the form of Bank Draft/ Bankers Cheque drawn on any Scheduled Bank in favour of the "COMMISSIONER OF STATE TAXES, TELANGANA, HYDERABAD", payable at Hyderabad. Other details can be seen in bidding document. Tender not accompanied by Earnest Money shall be summarily rejected.

(ii) The Earnest Money will be returned to all unsuccessful Tenderers within a period of 30 days from the date of issue of the acceptance letter and to a successful Tenderer, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. However, in case the Tender is disqualified during technical evaluation, the Earnest Money will be refunded within 30 days of technical disqualification of the Tender. No interest shall be payable on Earnest Money, in any case.

(iii) The Earnest Money is also liable to be forfeited in the event of tenderers failure after the acceptance of his tender to furnish the requisite Security Deposit by the due date including extension period, if any, as per terms of the tender without prejudice to any other rights or remedy available to this Office under the Contract and Law.

(iv) If any of the attached/ submitted documents are found to be forged/fabricated at any stage, before or after the award of the Contract and/or expiry of the Contract, the EMD/ Security Deposit of the Contractor will be forfeited without prejudice to any other rights and remedies of this Office under the Contract and Law.

8. SECURITY DEPOSIT

The successful Tenderer shall furnish, within fifteen working days of acceptance of his Tender, a Security Deposit of Rs.6,49,688/- (Rupees Six Lakhs Forty Nine Thousand Six Hundred and Eighty Eight only) for the due performance of his obligations under the contract. Security Deposit will be accepted through Demand Draft/Bankers Cheque issued by a Nationalized Bank, favouring "COMMISSIONER OF STATE TAXES, TELANGANA, HYDERABAD" payable at Hyderabad. On the specific request of the successful Tenderer, the EMD amount may be adjusted towards Security Deposit and the successful Tenderer shall arrange to pay the balance amount.

(i) In case of failure of tenderer to deposit the security deposit within 15 working days of acceptance of his tender, further extension of 07 working days can be given by the Commissioner of State Tax subject to levy of penalty @ 1% of security deposit.

(ii) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Tender and this Office will not be liable for payment of any interest on the Security Deposit.

(iii) In the event of the Tenderer's failure, after the communication of acceptance of the Tender by this Office, to furnish the requisite Security Deposit by the due date including extension period, his Contract shall stand terminated besides forfeiture of the Earnest Money and upon such termination, this Office shall proceed for appointment of another contractor at the risk and cost of the Contractor. Any losses or damages arising out of and incurred by this Office by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of this Office under the Contract and Law. The contractor will also be debarred from participating in any future Tenders of This Office for a period of five years. After the completion of prescribed period of five 5years, the party may be allowed to participate in the future Tenders of this office provided all the recoveries/ dues have been effected by this Office and there is no dispute pending with the contractor/party.

(iv) If the successful Tenderer had previously held any contract and furnish Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished.

9. DOCUMENTS REQUIRED TO BE SUBMITTED WITH TENDER:

- 1. No documents are to be submitted with the **Financial Bid**.
- 2. The following documents are to be submitted with Technical Bid only.

i) Duly completed Technical Bid (Part-A) of the Tender Documents with specified Earnest Money Deposit.

ii) The Tenderer should submit the copy of the following documents with Technical Bid duly signed by the Tenderer or Authorized Signatory, as the case may be, along with the

Experience Certificate & EMD of Rs.2,59,875/- . RTGS proof of Tender Document Fee Rs.590/-

- a) A copy of Income Tax PAN card
- b) A copy of Employees Provident Fund Registration
- c) A copy of ESI Registration
- d) A copy of GST Registration& clearance certificate.
- e)Tender Form Cost.

f) A copy of Profit & Loss Account and Balance Sheet for last 02 financial years i.e. 2020-21 and 2021-22.

g) A copy of Professional tax Registration & Professional tax payment clearance certificate up to date.

iii) Tenderer must submit the duly signed copy of documentary proof of experience as per qualification Conditions for Tender Clause 3 of General Information to Tenderers. The Experience Certificate(s) must be in prescribed Proforma (Annexure-X) and contain the details as specified in Clause 3(II) of General Information to Tenderers.

iv) Other documents mentioned under different clauses of Technical Bid i.e. Power of Attorney, Registered Partnership Deed/copy of Memorandum of Association, Articles of Association etc. as per applicability.

10. SUPPORTING DOCUMENTS:

The eligible tenderers would be required to show the supporting documents in original or self-attested by Tenderer or Authorized Signatory, as the case may be, on the date to be notified to enable this Office to physically verify the authenticity of the documents submitted which is pre-qualification for technical evaluation. A list of Tenderers who qualify the Technical bid will be available to qualified Tenderers.

11. SUBMISSION OF TENDER

Tenderer shall submit the Tender before the notified last date and time of Tender Submission. This Office may extend the date and time for submission of tender by issuing appropriate notification in which case all rights and obligation of this office and the Tenderers previously subject to the original date and time will then be subject to the new timelines.

(a)The Tender shall submit the bid in two parts viz. Technical Bid and Financial Bid.

(i) The copy of Tender document along with all its Annexures & Appendices duly signed on each page by the Tenderer.

(ii) Earnest Money Deposit in the form of Bank draft / Bankers cheque.

(iii) A copy of Documents as per Appendix II and clause 9 (Document required to be attached with Tender).

(b) Tender which does not comply with these instructions or conditional Tenders shall be summarily rejected.

(c) The Tender Form shall be filled in by Tenderer clearly, neatly and accurately. Any alteration, erasures or overwriting should be duly initialled by the authorized signatory.

(d) It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the Tender.

12. MODIFICATION AND WITHDRAWL OF TENDER

(a) Modification and Withdrawal of Bids is not allowed, once bids are submitted. In case of withdrawal, EMD shall be forfeited.

13. OPENING OF TENDERS

(a) **Technical Bid:** - The Technical Bid will be opened in the Office of the Commissioner of State Tax at the fixed time and the date indicated in the Notice. The Tenderer will be at liberty to be present either in person or through an Authorized Representative at the time of opening of the Technical Bid. Financial Bids of only those Tenderers shall be opened whose Technical Bids are considered to be qualified as per the Technical Evaluation Committee.

(b) **<u>Financial Bids</u>:-**The date and time of opening of Price Bid shall be intimated through e-mail/sms to the tenderers whose Technical Bid is qualified. L1 will be decided on arithmetic basis on the basis of service charges / % of commission + material cost for the contract period.

14. CORRUPT PRACTICES

Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any Officer or Official of this Office shall (in addition to any criminal liability which the Tenderer may incur) debar his Tender from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his Tender liable for rejection.

15. Tenderers shall not indulge in any anti-competitive practice/agreements implied or express while participating in the Tender.

16. In case of any clear indication of cartelization or express or implied anti-competitive agreements between the Tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of the this office, the Tendering Authority may reject the relevant Tenders, forfeit their EMD/Security Deposit, recover the losses as assessed by the Authority arising out of such anti-competitive practices of the Tenderer(s) and also recommend the case to the Ministry of Finance/Registrar of Companies/NSIC/Competition Commission of India or any other Department having appropriate jurisdiction or authority, for initiating necessary action including, but not restricted to, cancellation of license.

17. If the information given by the Tenderer in the Tender Document is found to be false/incorrect at any stage, the Commissioner of State Taxes, Telangana shall have the right to disqualify/summarily terminate the Contract without prejudice to any other rights or remedies that this Office may have under the Contract and Law.

The tenderer should have a clean record with regard to the previous experiences on the following issues:

- a) Non-compliance in case of ESI and EPF with respect to deposit of funds
- b) No cases/orders with reference to ESI /EPF in deposit of funds
- c) Termination of the contract due to non-performance
- d) Blacklisting of the agency by any Government firm/ public sector undertaking
- e) Any on non-compliance of the above leads to disqualification and forfeit of Bid securities. If the same is observed at a later date after signing the contract the bank guarantees will be forfeited and legal action will be initiated.

It is important for the contractor to note that the rate quoted shall remain valid for the period of the agreement i.e., 1 year from the date of issue of work order. Any decrease in the duties/levies during the agreement period, shall entail corresponding reduction in the contract amount. If no details or breakup of taxes, duties/levies, etc are indicated, it will be assumed that the quote is inclusive of all taxes/levies/duties etc.

18. The Commissioner of Commercial Taxes reserves the right to reject any or all the Tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his Tender by a letter/fax/email.

19. This office will not enter into any negotiations even with the lowest Tenderer. There shall not be any negotiation at any level.

20. In case of breach or violation of any terms and conditions of the Tender Document including Annexures, Appendices etc. by the Contractor/Tenderer, this Office reserves the right to reject the Contract/Tender including forfeiture of EMD/Security Deposit, without prejudice to any other right or remedies available to this Office under the Contract and Law.

21. If the information given by the Tenderer in the Tender Document and its Annexures & Appendices is found to be false/incorrect at any stage, the Commissioner of State Tax shall have the right to disqualify/ terminate the Contract, without prejudice to any other rights that This Office may have under the Contract and Law.

22. RIGHT TO ACCEPTANCE OR REJECTION OF TENDERS:

A. The tender is liable to be rejected inter-alia:

a) If it is not in conformity with the instructions mentioned in the Tender Document.

- b) If it is not properly signed by the bidder.
- c) If it is received by letter, Fax or e-mail .
- d) If it is received after the expiry of the due date and time.
- e) If it is not enclosed with the proof of RTGS for cost of the Tender Document
- f) If it is not accompanied by the requisite EMD and proper documents.

B. This Office reserves the right to:

a) Accept / Reject any of the tenders without assigning any reason thereof.

b) Revise the requirement at the time of placing the order.

c) Add, modify, relax or waive any of the conditions stipulated in the tender specification Wherever deemed necessary, which would uniformly be applicable to all the parties.

d) Award contracts to one or more bidders for the items covered by the tender.

Commissioner of State Tax Telangana

ANNEXURE-I

TERMS AND CONDITIONS GOVERNING CONTRACT FOR PROVIDING HOUSE KEEPING SERVICES IN THE OFFICE OF COMMISSIONER OF STATE TAXES AND CITY DIVISION OFFICES

I. DEFINITIONS

(i) The term "Contract" shall mean and include the Invitation to Tender incorporating also the instructions to Tenderer, the Tender, its Annexures, Appendices, acceptance of Tender and such general and special conditions as may be added to it.

(ii) The term "Contractor", "Agency" shall mean and include the person(s), Registered Firm or Company with whom the contract has been placed including their Heirs, Executors, Administrators and Successors and the permitted Assignees as the case may be.

(iii) The term "Contract Rates" shall mean the rates of payment accepted by the Commissioner of State Tax.

(iv) The term "This Office", wherever they occur, shall mean the Office of Commissioner of State Tax, Telangana, Hyderabad and respective division offices.

(v) The term minimum wages shall mean Minimum wages notified by the govt. of Telangana.

(vi) The term 'manpower', 'workers' shall mean 'Housekeeping workers' & Supervisors.

II. PARTIES TO THE CONTRACT

(a) The person signing the Tender or any other documents forming part of the Tender, on behalf of any other person or a Registered Firm, shall be deemed to warrant that he has the authority to bind such other person or the Registered Firm, as the case may be, in all matters pertaining to the Contract. If at any stage it is found that the person concerned had no such authority the Commissioner of State Tax, Telangana may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages.

(b) Notice or any other action to be taken on behalf of the Commissioner of State Tax may be given/taken by the Joint Commissioner (Enforcement-I) O/o The Commissioner of State Tax or any officer so authorized and acting on his/her behalf.

III. CONSTITUTION OF CONTRACTOR

(a) Contractor shall, in the Tender, indicate whether they are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company. The composition of the Registered Partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority

from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.

(b) If the Tenderer is a Registered Partnership Firm, there shall not be any reconstitution of the Partnership without the prior written consent of this Office till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from.

(c) The Contractor shall notify to This Office the death/resignation of any of their Partners/Directors immediately on the occurrence of such an event. On receipt of such Notice, this office shall have the right to terminate the Contract.

IV.SUBLETTING

The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof. In case of subletting, the contract shall be terminated and Security Deposit shall be forfeited, without prejudice to any rights or remedies this Office may have under the Contract and Law.

V. RELATIONSHIP WITH THIRD PARTIES

All transactions between the Contractor and third parties shall be carried out as between two principals without reference to this Office in any event/manner. The Contractor shall also undertake to make third parties fully aware of the position aforesaid.

VI. A. SCOPE OF HOUSE KEEPING SERVICE:

To provide House Keeping, Sanitation and Maintenance of office building and premises in the O/o. Commissioner of State Taxes, Nampally, Hyderabad and respective division offices during the period of contract.

Locations to provide the Housekeeping services

	Name of the Office	Location/Address
1.	Office of the CCT	O/o Commissioner of Commercial Taxes, C.T. Complex, MJ Road, Nampally, Telangana State, Hyderabad- 500 001.
2.	Secunderabad division	Mayur Kushal Complex C block
3.	Punjagutta division	Mayur Kushal Complex B block
4.	Hyderabad (Rural) division	Gagan vihar building
5.	Charminar division	Gagan vihar building
6.	Abids division	#-5-4-435, Old Kakatiya Hotel Building, Nampally Station Road, Nampally, Hyderabad-500001
7.	Begumpet division	Dr.no.6-3-789, Pavani Prestige complex, Ameerpet, Hyd 500016

Timings: 07.30 AM to 03.30 PM HOD and 09.00 AM to 05.00 PM Division offices. In addition, the cleaning shall be performed as and when it is required.

Details of the job work are as under:

(A) JOB DESCRIPTION

- Sweeping and mopping of all officer chambers, peshi's, all sections in five floors, conference hall, HRD Centre, Staff College Hall, Tribunal wings corridors, stair cases in all sides and ground floor in the office of the Commissioner of Commercial Taxes, Nampally, Hyderabad Building and division office premises once a day.
- Cleaning of glass/wooden doors and partitions and stair case railing in all the floors once a day. Cleaning of water cooler's twice a day during summer season. Sweeping and cleaning of visitor's room at CCT's Chamber and JC's chambers twice a day and chairs provided to the visitors should be kept clean.
- 3. Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before opening of the offices and thereafter every two hours specially in the areas like corridors, stairs and reception etc. spray of insect repellents etc. in the rooms for keeping the rooms free from mosquitoes, flies etc.
- 4. Cleaning and washing of toilets and urinals using deodorants, detergent and disinfectants in the morning before office hours and again in the afternoon immediately after lunch hours or as and when required. However, Toilets and Urinals being used by the Staff should be cleaned after every two hours. Placing of sufficient quantity of naphthalene balls/cakes and odonil cakes in the urinals. Washbasin and WC seats to be kept clean and sparkling at all times.
- 5. Regular dusting/cleaning of glass doors, windows, office furniture and equipment, telephones, book cases, Venetian blinds, filing cabinets, almirahs and doors and windows every day before opening of the office i.e. by 10.00 a.m. during and cleaning of marbles, tiles and various other stone surfaces Cleaning of Dust bins is to be done every day.
- 6. Cleaning of all windows, cleaning of name plates.
- 7. Cleaning of fans, electrical lights and removing cobwebs once in a Month.
- Sweeping of badminton court, entire area open space around the ground floor of CCT's office once a day. Water washing of parking tiles in ground floor once a week.
- 9. Cleaning of all the water tanks/Tank at least six times a year.
- 10. Opening of sewer lines, if choked or as and when required shall be under taken by the contractor.
- 11. Maintain the complete building of C.T. Complex having 5 floors and ground floor and also the respective division office premises clean and tidy.

12. The contractor will ensure that the toiletries mentioned above of good and approved quality. The company through its supervisor will ensure the readiness of all the rooms before arrival of employees in the premises of the office on regular basis.

(B)Material to be supplied by the Agency

List of item/cleaning sweeping material along with quantity required, is attached vide **Annexure-II** which are to be arranged by the contractor at his cost and will be checked by the officer/official authorized by the Additional Commissioner (Gr-I) in respect of CCT office and Joint Commissioners (ST) in respect of division offices. These items will be in the custody of authorised officer/official and will be issued to the workers of House-Keeping Agency as and when required. Please note that all the items should be of specified quality & quantity. No compromise will be made on quantity/quality of items. In addition to material Trolleys, etc. will be provided by the contractor and the maintenance thereof will be the responsibility of the contractor.

(C) GENERAL CONDITIONS OF CONTRACT:

- 1. The Tenderer offering quotations to provide private House-keeping, Sanitation and maintenance work should produce last two years experience in the relevant field with the State Government/ Central Government/PSU Private company registered under company act 1956.
- 2. That the persons engaged by the Contractor shall not be below the age of 18 years
- 3. The agency should provide photo Identity Cards to the House-keeping Workers and supervisors.
- 4. The agency should be responsible for the activities of the House-keeping workers employed in the O/o Commissioner (ST), and the division offices.
- 5. The agency should be registered with the labour Department, Govt. of Telangana, State Taxes Department, Telangana, under Profession Tax Act and GST Act, Provident Fund and ESI establishments and they should produce relevant documents.
- 6. The Wages/ remuneration to the House-keeping workers provided by the Agency will be as per G.O.Ms.No.11, Labour Employment Technical and Factories (LAB-II) Dept., dt.17-01-2012 of Government of Telangana issued under Minimum Wages Act, 1948. The Agency is eligible for commission and selection of Agency is on the basis of most competitive commission rate offered by the Agency. The Agency should not bid lower than 2% minimum.
- 7. The agency should ensure payment of PF/ESI/Minimum wages to the workers engaged as per the prevailing Central/State Government rates and the agency should quote the GST, EPF, ESI, PT, etc., separately.
- 8. The Agency's monthly remuneration will be released only upon production of documentary evidence indicating last month's payment of all statutory payments and salary of House-keeping workers in their bank accounts. EPF and ESI

contribution to be paid for personnel employed by tenderer shall be responsibility of tenderer.

- 9. The agency should make alternate arrangements for payment to the House keeping workers and supervisors in case of any delay in payments due to the budget constraints.
- 10. There is no Master and Servant relationship between the Supervisors/ Housekeeping workers of the Agency and this Office and further that the said Supervisors/Housekeeping workers shall not claim any absorption in this Office or the Government of Telangana State.
- 11. The Workers engaged by the Agency shall not claim any benefit/ compensation/absorption/regularization of services from/in this Office under the provision of Industrial disputes Act., 1947 or Contract Labour (Regulation & Abolition Act, 1970. Undertaking from the persons engaged by the agency to this effect shall be submitted by the Agency to this Office.
- 12. Payments to the Agency would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
- 13. If the performance of any worker is not satisfactory, the Agency shall replace the worker within 3 days from the date of intimation.
- 14. That if any amount is found payable by the Agency towards wages, allowances and statutory dues in respect of personnel or any loss to this Office property, the same shall be adjusted from the Security deposit to the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
- 15. If performance of Agency is not satisfactory, the order will be terminated with a prior notice of (30) days without assigning any reasons thereof.
- 16. This Office will not enter into negotiations with any tenderer at any stage including the lowest tenderer, the rate quoted will be fixed.
- 17. If the Agency fails to perform the job as per requirement of tender/contract OR resiles from the offer, this Office reserves the right to forfeit his Security/EMD amount and get the work done at his risk & cost from the outside Agency.
- 18. In case of any clear indication of cartelization or express or implied anticompetitive agreements between the tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of this Office, the Tendering Authority may reject the relevant Tenders, forfeit their EMD/Security Deposit, recover the losses as assessed by the Authority arising out of such anti-competitive practices of the Tenderer(s) and also recommend the case to the Ministry of Finance/ Registrar of Companies/ NSIC/Competition Commission of India or any other department having appropriate jurisdiction or Authority, for initiating necessary action including, but not restricted to, cancelation of license.

- 19.The Commissioner of State Taxes AT HIS SOLE DESCRETION MAY REQUIRE ANY Bidders to rectify any discrepancies noticed in the Technical Bids submitted by them such as missing signature on the page, serial numbers, missing seal, Attestation etc. It is further clarified that no new Document shall be accepted.
- 20.The Commissioner (CT) reserves all rights to cancel the tender process at any time before issue of order without assigning any reasons and without paying any compensation in this regard.

(D)ADDITIONAL CONDITIONS TO BE FOLLOWED BY AGENCY/AGENCY WORKERS

- 1. The Agency shall retain the House Keeping Workers, who are working at present unless they are found unsuitable by the successful tenderer which would help in reducing initial time taken for understanding the scope of work and activity to be undertaken.
- The House Keeping Workers shall not disturb the employees of this Office or make any sort of noise in the premises or rooms and the respective supervisors shall monitor the housekeeping services and are required to report & receive instructions from Superintendant (G-section) & Managers of respective division offices.
- 3. The House Keeping Workers should be polite, courteous, well behaved and efficient, while handling the assigned work and they shall not interfere with the duties of employees of this Office.
- 4. The agency shall issue photo Identity Cards, PF a/c number, ESI card to its employees not later than one month from the date of signing agreement and shall be fully responsible for any theft, burglary fire or any other mischievous deed done by its workers.
- 5. The Commissioner of State Tax shall have the right to impose cash penalty on the agency or deduct such amounts from its security deposit in case of this office being put to any financial loss directly or indirectly by any act or omission on the part of the agency's workers.
- 6. Insurance and accident risks of the workers will be the responsibility of the agency.
- 7. The agency will ensure that proper licence/permission from the concerned authorities wherever applicable are obtained promptly.
- 8. The number of workers in the office of the CCT and division offices will be deployed by the Agency as per the agreement, for discharging the responsibilities to ensure that the work is done to the satisfaction of this office before opening of the office and during the day.
- 9. Cleaning should be completed in office premises(except common places) prior to opening of office hours i.e., 10.30 A.M. so that work in office does not get interrupted in the middle for cleaning purpose.

- 10. The House Keeping workers should attend on all working days. Attendance of the housekeeping workers & supervisors supplied by the Agency will be checked daily by an officer/official of the respective unit offices.
- 11. The Agency shall be prepared to accept additional responsibilities for attending the emergencies like state functions, festivals, fairs, VIP Visits and departmental official conferences without claiming extra charges.
- 12. Any other work which is auxiliary and incidental to work specifically described in the tender and are not inconsistent with the terms & conditions of the contract.
- 13. The office of the CCT & respective division offices will maintain an attendance register in respect of the staff deployed by the Agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- 14. No wage/remuneration will be paid to deployed persons for the days of absence from duty.
- 15. This Office reserves the right to order any worker of the agency to leave the premises of this office if his presence at any time is felt undesirable in any manner whatsoever.
- 16. The agency shall ensure that no workers from his side use the office premises for overnight stay.
- 17. The agency shall be responsible for taking good care of all the items/equipment mentioned herein above. If any repairs of the equipment have to be made on account of mishandling/negligence of the personnel deployed, except normal wear and tear, the said item shall be repaired by the employer at his/her cost.
- 18. Under any circumstances, if the services are withdrawn during the contract period, a 2 months' notice should be given well in before withdrawal of services.

VII. LIABILITY FOR PERSONNEL

- (i) All Housekeeping workers employed by the Contractor shall be engaged by him as own employees in all respects and all rights and liabilities under the Contract Labour (R & A) Act, 1970, or the Indian Factories Act, or the Employees Compensation Act, or Employees Provident Fund & Miscellaneous Provisions Act or Minimum Wages Act and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The Contractor shall be bound to indemnify this office against all the claims whatsoever in respect of his personnel under the Employees Compensation Act, 1923, or EPF&MP Act, 1952 or ESI Act or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
 - (ii) Contractor shall also comply with all Rules and Regulations/Enactments made by the State Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws.

- (iii) The contractor shall during the period of contract pay not less than minimum wages to the House Keeping workers engaged by him throughout the term of the contract. Minimum wages shall mean the rates notified by appropriate authority and prevailing at the time of submission of Tender for the work. The contractor shall also maintain such Records and also submit such Returns as may be prescribed under the act to the authority designated under the Employees Provident Fund Act, 1952 and the Scheme and the rules framed there under. The contractor shall also make available such Returns/Records as may be prescribed and or demanded for inspection any officers authorized by this office. The contractor shall also maintain necessary Records and Registers as per Minimum Wages Act, 1948 and Central Rules made their under i.e. Register of Fines, Register of deduction for damage or loss caused to employer by the neglect of default of the employed person, Annual Return, O.T.Register for workers, Muster Roll, Abstract of the Act & Rules to be displayed on the Notice Board, Wage Book and Wage Slip, Register of unpaid wages etc.
- (iv) The Contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 and the scheme framed there under in respect of workers employed by him. The Contractor shall deposit the employee's share together with amount payable by the employer and then submit the complete record/documents of having deposited the EPF (employee & employers contribution) in the office of Commissioner of State Tax and respective division offices along with monthly bill for its reimbursement. If on account of default of the Contractor, in making/depositing such payments or for any other reason this office makes such contribution on behalf of the Contractor, this office shall be entitled to set off against the amount due to the Contractor, the contributions made by it on account of his default in making payments, or otherwise in respect of workers employed by the Contractor.
- (v) The Contractor shall maintain and submit following Records and Returns prescribed under the EPF& MP Act, 1952 and the Scheme framed there under to the Authority designed under the said Act and to the Commissioner of State Tax and Joint Commissioners (ST), of the division offices relating to the workers employed by him:-
- Form 2 Nomination and Declaration Forms to be submitted for new entrants.
- Form 3 The Contribution Card for the currency period Annually.

Form - 3 A Contribution Card for the currency period from 1stApril to 31stMarch-Annually

- Form 4 Contribution Card for Employees other than monthly paid Employees Annually
- Form 5 Return of Employees qualifying for the Membership.
- Form 5 A Return of Ownership to be sent to the Regional Commissioner.
- Form 6 Return of the Contribution Card and Annual Statement of Contribution.
- Form 6 A Consolidated Annual Contribution Statement.
- Form 10 Form of Maintenance of Accounts.
- Form 11 Balance Sheet
- Form 12 A Statement of Contribution Monthly.
 - (vi) The contractor shall, within 7 days of the close of every month, submit to the Principal Employer (Commissioner of State Tax & JC's (ST) of the division

offices), a Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish to him such information.

- (vii)The Contractor shall maintain Inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The Contractor shall also make available the same when asked for inspection to the Officers of the Regional Provident Fund Commissioner and to the Commissioner of State Tax & JC's (ST) of the division offices or Officer authorized by them or acting on their behalf.
- (viii) If the Contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP Act, 1952 and the Scheme framed there under to the Commissioner of State Tax and Joint Commissioners (ST) of respective division offices or an Officer acting on their behalf, this office will be at liberty to withhold the pending bills, Security Deposit etc., and or any other payments due to the Contractor.
- (ix)In complying with the said enactments or any statutory modifications thereof, the Contractor shall also comply with or cause to be complied with the Labour Regulations Enactments made by the State Govt./Central Govt. from time to time in regard to Payment of wages to the workers, wage period, recovery of wages not paid and unauthorised deductions made, maintenance of Wage Book and Wage Slip, publication of the Scale of Wages and other terms of employment, inspection and submission of Periodical Returns and all other matters of like nature.
- (x)The Commissioner of State Tax and Joint Commissioners (ST) of respective division offices reserve the right to withhold 20% of the amount from the monthly bills of the contractor for any financial liability under the contract. The amount so deducted will only be refunded/ adjusted when contractor produces proof for fulfilling statutory obligations as stipulated in different Labour Acts/Rules/Instructions/ Circulars etc. as applicable to the Contract.
- (xi)The contractor shall comply with the provisions as regards to provision of canteen, washing facilities, first-aid facilities, attendance allowance etc. as contained in the Contract Labour (R & A) Act, 1970 and other applicable laws as amended from time to time.
- (xii)Tenderer whose Tender is accepted by this office shall immediately apply for license (if applicable) to the prescribed Licensing Authority in terms of Section 12 of the contract labour (R&A) Rules-1971 before entering upon any work under the contract. The contractor shall also obtain temporary licence whenever required under Rule-32 of the relevant Rules in cases where he intends to employ more persons in number than that mentioned in the regular licence for short durations not exceeding 15 days. The contractor shall make an application for renewal of the regular licence at least two months before expiry of the regular licence. The contractor shall also get the temporary licence renewed whenever necessary. If for any reason the application for a licence is finally rejected by the licensing/appellate authority, the contract shall be liable to be terminated at the Risk and Cost of the contractor and the decision of the Commissioner of State

Tax in this behalf shall be final and binding on the contractor. Every contractor shall also abide by all the provisions of the contract labour (R&A), Act-1970 and the Rules framed there under. Any liability arising on this office out of the contract, this office is entitled to recover the same from the Bills/Security Deposit of contractor.

- (xiii) The contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed by them. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by contractor in the course of their performing the functions/duties or payment towards any compensation.
 - (xiv)For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislation in respect of personnel so employed and deployed in this Office. The persons deployed by the contractor in the office of Commissioner of State Tax or division offices shall not have claims of any master and servant relationship nor have any Principal and Agent relationship with or against this office.
 - (xv) In case of termination of this contract on its expiry or otherwise, the persons deployed by the contractor shall not be entitled to and will have no claim for any absorption in the regular or otherwise capacity in the office of Commissioner of State Tax or any division offices of the Department. Contractor should make this known to persons deployed by him.
 - (xvi) The personnel deployed by the contractor shall be the employees of the contractor and shall neither claim nor shall be entitled to any pay, perks and other facilities admissible to casual, adhoc, regular/confirmed employees of this office during the contract or after expiry of the contract.

(**xvii**) Any liability arising out of accident or death of any personnel while on duty shall be borne by the contractor.

VIII. CORRUPT PRACTICES, BRIBE, COMMISSION, GIFT ETC.

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their Partners/Directors/Agents or Officials, or any person on his or her behalf to any Officer, Officials, Representative of this office, or any person on his or their behalf, for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with this Office and the contractor shall be liable to reimburse this office of any loss or damage resulting from such termination.

IX. PERIOD OF CONTRACT

i) The Contract shall remain in force for a period of <u>one</u> year from the date of issue of acceptance letter or such later date as may be decided by the Commissioner of State Tax, Telangana. This Office may extend the Contract at its **sole discretion** on the same terms and conditions for a further period of one year. ii) The Commissioner of State Tax, Telangana, reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving Thirty Days Notice in writing to the Contractor at the notified address and through e-mail and the Contractors shall not be entitled to any compensation by reason of such termination. The action of the Commissioner of State Tax, Telangana under this clause shall be final, conclusive and binding on the Contractor.

X.SECURITY DEPOSIT

- (i) The successful Tenderer shall furnish, within fifteen working days of acceptance of his Tender, a Security Deposit of Rs.6,49,688/-(Rupees Six Lakhs Forty Nine Thousand Six Hundred and Eighty Eight only) for the due performance of his obligations under the Contract. Security Deposit will be accepted through Demand Draft/Bankers Cheque issued by a Nationalized Bank in favour of Commissioner of State Tax, Telangana State.
- (ii) In case of failure of Tenderer to deposit the Security Deposit within 15 working days of acceptance of his Tender, further extension of 7 working days can be given by Commissioner of State Tax, Telangana subject to levy of penalty @ 1% of Security Deposit.
- (iii) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Tender and this office will not be liable for payment of any interest on the Security Deposit.
- (iv) In the event of the Tenderer's failure, after the communication of acceptance of the Tender by This Office, to furnish the requisite Security Deposit by the due date including extension period, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and this Office shall proceed for appointment of another Contractor at the risk and cost of the Contractor. Any losses or damages arising out of and incurred by this office by such conduct of the Contractor will be recovered from the Contractor, without prejudice to any other rights and remedies available to this office under the Contract and Law. The Contractor will also be debarred from participating in any future Tenders of this office for a period of five years. After the completion of prescribed period of five years, the Party may be allowed to participate in the future Tenders of this office provided all the recoveries/ dues have been effected by this office and there is no dispute pending with the Contractor/Party.
- (v) If the successful Tenderer had previously held any Contract and furnished Security Deposit, the same shall **not** be adjusted against this Tender and a fresh Security Deposit will be required to be furnished.
- (vi) Upon satisfactory performance of the services and on completion of all the obligations by the Contractor under the terms of the Contract and on submission of "No Demand Certificate" from the concerned Authority designated under the EPF and MP Act, 1952 showing due and correct deposit in respect of the employees employed by or through him for the Contract period and on obtaining a "No Demand Certificate" from the assigned Authority of the

office of Commissioner of State Tax, the Security Deposit will be refunded to the Contractor subject to deductions, if any from the Security as may be necessary for recovering the claims of Commissioner of State Tax against the Contractor. The Commissioner of State Tax will not be liable for payment of any interest on the Security Deposit.

XI. LIABILITY OF CONTRACTOR FOR LOSSES SUFFERED BY THIS OFFICE

The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by this office due to the Contractor's negligence and unworkman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to this Office, or in particular to any property belonging to this Office, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the Commissioner of State Tax, Telangana regarding such failure of the Contractor and their liability for the losses, etc. suffered by this Office, and the quantification of such losses, shall be final and binding on the Contractor.

XII. SUPERVISION AND QUALITY CONTROL:

This office authorities shall have the right to terminate the contract in case the services rendered by the contractor are not of the requisite standard as per procedure laid out in bid document. The poor quality services detected by way of inspection/sign of unhygienic/filthy conditions anywhere in the premises will be of serious concern and bidder will be required to perform the services again at no extra cost. The decision of the designated authority on condition of acceptability of housekeeping management services shall be final and binding upon the contractor.

XIII. SUMMARY TERMINATION OF THE CONTRACT

- a) In the event of the Contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this Contract or any of the terms and conditions governing the Contract, the Commissioner of State Taxes, Telangana State, Hyderabad shall be at Liberty to terminate the Contract forthwith without prejudice to any other right or remedies available to this Office under the Contract and Law and to get the work done for the unexpired period of the Contract at the Risk and Cost of the Contractor and to claim from the Contractor any resultant loss sustained or cost incurred by This Office.
- b) The Commissioner of State Taxes, Telangana State, Hyderabad shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Contractor or of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the Contract at the Risk and Cost of the Contractor and/ or forfeit the Security Deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by this Office due to the Contractor"s negligence or unworkman like performance of any of the services under the Contract.
- c) The contractor shall be responsible to supply specified **"Man power"** under the contract in accordance with the instructions issued by the Commissioner of State

Taxes, Telangana State, Hyderabad or an Officer acting on his behalf. If the contractor fails to supply the requisite number of House Keeping workers, the Commissioner of State Taxes, Telangana State, Hyderabad shall at his entire discretion, without terminating the contract be at liberty to engage other Agency at the Risk and Cost of the contractor(s), who shall be liable to make good to this Office all additional charges, expenses, cost or losses that this Office may incur or suffer thereby. The contractor shall not, however, be entitled to any gain, resulting from entrustment of the work to another party. The decision of the Commissioner of State Taxes, Telangana State, Hyderabad shall be final and binding on the contractor(s).

XIV.RECOVERY OF LOSSES SUFFERED BY THIS OFFICE

- a) This Office shall be at liberty to reimburse themselves for any damages losses, charges, costs or expenses suffered or incurred by him due to contractor"s negligence and un-workmanlike performance of service under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time thereafter may become due, to the contractor under this or any other contract with this Office. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractor as aforesaid shall be deducted from this sum also be not sufficient to cover the full amount claimed by this Office, the contractor shall pay to this Office on demand the remaining balance of the aforesaid sum claimed.
- b) In the event of termination of this Contract, or in the event of any breach of any of the terms and conditions of this Contract by the contractor, the Commissioner of State Taxes, Telangana State, Hyderabad shall have the rights to forfeit the entire or part of the amount of Security Deposit of the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by This Office. The decision of the Commissioner of State Taxes, Telangana State, Hyderabad in respect of such damages, losses, charges, expenses or cost shall be final and binding on the contractor(s).

XV. RESPONSIBILITIES OF THE CONTRACTOR

a) The Contractor shall carry out all items of services assigned or entrusted to him by the Commissioner of State Taxes, Telangana State, Hyderabad or an officer acting on his behalf and shall abide by all instructions issued to him from time to time by the said Officer. He shall render the services to the satisfaction of the Commissioner of State Taxes, Telangana State, Hyderabad or an Officer acting on his behalf together with ancillary and incidental duties, services and operations as may be indicated by the said Officer(s) and are not inconsistent with the terms and conditions of the Contract. The Contractor shall always be bound to act within responsible, diligent and in a businesslike manner and to use such skill as expected from men of ordinary prudence in the conduct of their activities.

- b) The contractor shall be responsible for leave, and other fringe benefits to the workers provided to this office. Each worker will be provided an Identity Card by the contractor.
- c) The Contractor's personnel should not consume drug/betel/liquor in the office's premises. In case any of the personnel provided by the Contractor is found to be indulging in any suspicious activities or is found to be under the influence of alcohol or any other intoxicants while on duty or the conduct and integrity is found to be doubtful or performance is not found to be satisfactory, he/she shall be removed from duty immediately. Decision of Commissioner of State Taxes, Telangana State, Hyderabad or an Officer acting on his behalf will be final and binding on the Contractor.
- d) The contractor shall be responsible for the good conduct of their employees and shall compensate this Office for losses arising from negligence carelessness, misconduct of themselves, their servants or agents or representatives. The Commissioner of State Taxes, Telangana State, Hyderabad shall have the right to ask for the removal of any employee of contractors who in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. by the contractors, their servants and agents or representative shall be final and binding on the contractors.
- e) The Contractor shall intimate to the Commissioner of State Taxes, Telangana State, Hyderabad & Joint Commissioners (ST) of respective division offices or Officers authorized to act on their behalf, the name of one or more responsible Representative(s) authorized to act on his behalf in day to day working of the Contract. It shall be duty of such Representative(s) to call at the Office of the Commissioner of State Taxes, Telangana State, Hyderabad & Joint Commissioners (ST) of respective division offices or an Officer acting on their behalf, every day and generally to remain in touch with them to report the progress and generally to take instructions in the Matter.
- f) The House Keeping Workers provided by the Contractor must not be less than 18 years of age and shall be in a good health.
- g) The Contractor shall not change the House Keeping Workers frequently without prior permission of the respective office authority.
- h) The Agency/Contractor shall ensure that the House Keeping Workers must rigidly follow all the Rules and Orders regarding entry-exit and safety precautions, conduct and discipline and will have to maintain strict law and order.
- In case any House Keeping Workers provided by the Contractor is absent and a substitute is to be provided by the Contractor, otherwise it will be treated as a default on the part of the Contractor.
- j) The contractor is liable to disburse the Minimum wages to the personnel engaged for this office on the following month by 5th but not later than 10th. If the wages to the workers not paid by 10thof the following month, the contractor is liable to be terminated and Security deposit will be forfeited.

k) The contractor will not tag any condition whatsoever, including payment of its bills, with the timely disbursement of wages to the personnel engaged for this office.

XVI. SET-OFF

Any sum of money due and payable to the Contractor (including Security Deposit refundable to the Contractor) under this Contract may be appropriated by this Office and set off against any claim of this Office under this contract or any other Contract made by the Contractor with this Office.

XVII. BOOK EXAMINATION

The Contractor shall, whenever required, produce or cause to be produced for examination by the Commissioner of State Taxes, Telangana State, Hyderabad or any other Officer authorized by him in this behalf, any cost or other accounts books, vouchers, receipts, letters, memoranda or writing, or any copy of, or extract from, any such document, and also furnish information and returns, verified in such manner as may be required, relating to the execution of this Contract. The decision of the Commissioner of State Taxes, Telangana State, Hyderabad on the question of relevancy of any document, information or return shall be final and binding on the Contractor. The Contractor shall produce the required documents, information and Returns at such time and place as may be directed by the Commissioner of State Taxes, Telangana State, Hyderabad.

XVIII. VOLUME OF WORK

Subject as hereinafter mentioned, this office does not guarantee any definite number of Sweeping & Cleaning workers required by this office at any point of time, or throughout the period of the Contract. Further, the sweeping and cleaning workers may be enhanced or decreased during the period of the contract at the sole discretion of the Commissioner of State Taxes, Telangana State, Hyderabad whose decision in this regard shall be final and binding on the contractor.

XIX. PAYMENT

(a) Indicative list of statutory payments to be made in respect of personnel employed by the Contractor under this Contract are as under:-

(i) Minimum wages as notified by Government of Telangana.

- (ii) EPF
- (iii) ESI

(IV) Profession Tax

The above list of statutory payment is only indicative and not exhaustive. **The payment shall be made through ECS/RTGS/electronic mode.**

a) The Contractor shall abide by all statutory provisions applicable to the Contract and make all necessary statutory payments. All statutory payments will be made on Minimum Wage only whereas Service Tax, if applicable, shall be paid in accordance with the Service Tax Rules and the Contractor will claim the same separately.

- b) Payment will be made by the Commissioner of State Taxes, Telangana State, Hyderabad on submission of Bills in triplicate duly supported by Attendance Certificates issued by the Commissioner of State Taxes, Telangana State, Hyderabad and respective Joint Commissioners (ST) of division offices or an Officer acting on their behalf, as the case may be and on production of proof of payment of EPF/ Minimum wage/ESI and other statutory payments in r/o the housekeeping workers engaged in this office. After disbursing payment of wages to the staff on or before 10th of the succeeding month, the Contractor will raise the bill to this office for payment of monthly wages along with a copy of Wages Sheet, PF calculation sheet (duly filled challan along with the full details) as also the payment towards recovered amount of the member's contribution and ESIC challans.
- c) This Office shall not be liable for payment of any interest on any bill outstanding for payment.
- d) Claiming of salary of employees not appointed/absent is an offence and if noticed, the contractor shall refund the entire salary along with such penalties including a penal interest to the Office of the Commissioner of State Tax. If after receipt of payment, the contractor has been unable to pay his workers/employees or pass on other benefits like ESI, PF etc., and as soon as this fact becomes known to him, the contractor shall immediately refund all such amounts to this office with a covering letter explaining the reasons for such refund. The contractor shall make certification on each bill to this effect.

XX. RATES

- i) The contractor shall quote its service charges for providing the supervisor & housekeeping workers on the percentage rate on minimum wages/wages as specified in price bid, applicable on the date of submission of Tender. The contractor is not entitled to claim any enhancement of percentage service charge rates on any account during the tenure of the contract. No escalation whatsoever shall either be claimed or considered.
- ii) No service charges / commission will be payable on statutory payments like EPF, ESI, PT.

XXI. FORCE MAJEURE

The contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the Commissioner of State Taxes, Telangana State, Hyderabad shall be the final judge. Strikes by contractors workers on account of any dispute between the Contractors and their workers as to wages or otherwise will not be deemed to be a reason beyond the Contractors control and the Contractor shall be responsible for any loss or damage which this Office may suffer on this account .

1. **A Force Majeure means** – any event or circumstances or a combination of events and such as:

- (i) drought, lightning, earthquake, landslides, tempest, cyclone, hurricane, whirlwind, storm, floor, and other unusual or extreme adverse weather or environmental conditions, transporter's agitation, merchant agitation, riots, civil disturbances of any kind including civil commotion or other events of natural disaster of rare severity.
- (ii)Epidemic or
- (iii) Strikes or boycotts (other than those involving the Contractors or their respective employees/representatives/labour or attributable to any act or omission of any of them) interrupting supplies and service to the Contractor for a period exceeding a period of 12 days in continuity.
- (iv) Industry wide or state wide or nationwide strikes or industrial action which prevent the affected Party from performing any of its obligations for a continuous period of not less than 21 (twenty one) days from the date of its occurrence.
- (v) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, revolution, religious strife, bombs, sabotage, terrorism or threat of such acts or other similar events of a political or social nature;
- (vi) Expropriation, confiscation, or nationalization of the Facilities/Project by Govt. or a Competent Authority.
- (vii) The imposition of blockade, embargo, import restrictions, rationing or allocation by Govt.
- (viii) Any decision or order of a Court or Tribunal which has the effect of restraining all or any part of the activities concerning the provision of Services.
- (ix) Any event or circumstances of a nature analogous to the foregoing which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have Material Adverse Effect on the affected Party"s obligations under this Agreement.

2. A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

3. Procedure for Force Majeure

If a Party claims relief on account of a Force Majeure, then the party claiming to be affected by such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other party in writing, including

the dates of commencement and estimated cessation of such Force Majeure and its effects on the Party's obligations under this Agreement. Upon cessation of the situation which led to a Party claiming force Majeure under this section the relevant Party shall within Seven days thereof notify the other party in writing of the cessation and the parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force majeure.

4. Revised Timetable

Provided that the Party claiming to be affected by the Force Majeure has complied with the notice procedure, any time period specified in this Tender for the performance of an obligation, including the term of this Contract, shall be appropriately extended for a period equal to that during which the effect of the Force Majeure applies to the obligation.

5. Consultation and Duty

Consultation and Duty to Mitigate the Party claiming relief under Force Majeure shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure and restore its ability to perform its obligations under this Contract as soon as reasonably practical. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each party resulting from the Force Majeure.

6. Prolonged Force Majeure

In the event Force Majeure continuously impedes or prevents a Party's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Parties, they shall decide by mutual consent through consultation either the term upon which to continue the performance of this contract or to terminate this Contract.

XXII.LAW GOVERNING THE CONTRACT & DISPUTE RESOLUTION:

(a) The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this contract will be settled in the court of law of competent jurisdiction. The Courts in Hyderabad shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

Commissioner of State Tax

UNDERTAKING BY THE BIDDER

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of the Tenderer with Seal Name: Designation: Address: Phone No.& Email Id:

ANNEXURE-II

LIST OF ITEMS/CLEANING & SWEEPING MATERIAL TO BE SUPPLIED BY THE AGENCY EVERY MONTH W.E.F AWARD OF CONTRACT

All material should be of good quality. The brand will be approved by **Superintendant (G-Section)** and **Managers of respective division offices**, or respective representative(s) authorized by them

	Name of the Item	Quantity (per month)							
S. no		HOD	Sec ' bad	Punja gutta	Hyd (Rural)	Char minar	Abids	Begum pet	Total
1	Room freshener	20	10	10	12	8	8	8	76
2	Soft Broom stick	12	6	6	6	6	6	6	48
3	Broom stick (Coconut)	24	12	12	12	12	12	12	96
4	Bucket	6	3	3	4	3	3	3	25
5	Mugs	12	6	6	8	6	6	6	50
6	Small buckets	6	3	3	4	3	3	3	25
7	Мор	24	12	12	14	10	10	10	92
8	Plastic Scrub	12	6	6	7	6	6	6	49
9	Dust bin Covers (Large Rolls)	2	1	1	1	1	1	1	8
10	Wiper cloth	24	12	12	15	10	10	10	93
11	Wipers	10	5	5	6	5	5	5	41
12	Phenyl (white Concentrated) (no. of litres)	10	5	5	6	5	5	5	41
13	Conc. fragrance liquid (litres)	2	1	1	1	1	1	1	8
14	Toilet cleaning Acid (litres)	40	20	20	20	20	20	20	160
15	Floor Cleaning Liquid (Lizol or equivalent) (litres)	40	20	20	20	20	20	20	160
16	Toilet cleaning liquid (Harpic or Equivalent) (litres)	12	6	6	8	6	6	6	50

17	Disinfectant liquid cleaner for bathroom (litres)	20	10	10	12	10	10	10	82
18	Glass cleaner (Colin or equivalent) (litres)	6	3	3	4	3	3	3	25
19	Cleaning powder (Sabina or equivalent) (kgs)	12	6	6	6	6	6	6	48
20	Toilet cleaning brushes	15	8	8	10	8	8	8	65
21	Naphthalene Balls (kgs)	2	1	1	1	1	1	1	8

FORWARDING LETTER

<u>Appendix-I</u>

Recent Photograph of tenderer

From (Name& address of the tenderer)_____

To, The Commissioner (ST), O/o Commissioner of Commercial Taxes, Nampally, Telangana, Hyderabad-500001

Dear Sir,

1. I submit the Tender for appointment as House Keeping agency for a period of one year with the provision of extension of one year at the sole discretion of the Office of Commissioner (ST), Telangana, Hyderabad on the same terms and conditions.

2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendices and agree to abide by them.

3. I agree to keep the offer open for acceptance up to and inclusive of 03-04-2023 and to the extension of the said date by a fortnight in case it is so decided by the Commissioner (ST), Hyderabad. I shall be bound by communication of acceptance of the offer dispatched within the time. I also agree that if the date up to which the offer would remain open is declared a holiday for the office the offer will remain open for acceptance till the next working day.

4. The bankers Cheque/Demand Draft for Rs.2,59,875 /- payable at Hyderabad, as prescribed Earnest Money is enclosed. In the event of my Tender being accepted, I agree to furnish Security Deposit as stipulated in the Tender.

5. I do hereby declare that the entries made in the Tender and appendices/ Annexures attached therein are true and also that I shall be bound by the act of my duly Constituted Attorney.

6. I hereby declare that my Firm/Company/Agency has not been blacklisted or otherwise debarred during the last five years by any Public Sector Undertaking or any Department of Central Government or State Govt., for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.(*)

OR I hereby declare that my Firm/Company was blacklisted/debarred by______ (here give the name of the client) for a period of ______, which period has expired on ______. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*) (*) (Strike out whatever is not applicable) 7. I hereby declare that no contract entered into by my Firm/Company/ Agency with any Public Sector Undertaking or any Department of Central Government or State Government has been terminated before the expiry of the contract period at any point of time during the last five years.

8 I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me with any Public Sector Undertaking or any Department of Central Government or State Government during the last five years.

9. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

I certify that all information furnished by me is correct and true and in the event that the information is found to be incorrect/untrue, The Commissioner (ST), Telangana, Hyderabad shall have the right to disqualify me without giving any notice or reason there for or summarily terminate the contract, without prejudice to any other rights that The Commissioner (ST), Telangana, Hyderabad may have under the Contract and Law.

Yours faithfully,

(______) Signature of Tenderer (Name in capital words) (Capacity in which signing) Contact No:

Appendix-II

COMMERCIAL TAXES DEPARTMENT COMMISSIONER OF STATE TAX

TENDER FOR APPOINTMENT OF HOUSE KEEPING AGENCY AT OFFICE OF COMMISSIONER OF STATE TAXES, TELANGANA, HYDERABAD-500001.

Details of Tenderer

(TO BE FILLED IN BY THE TENDERER)

1.	Name, date of birth and address of the Tenderer, email id & contact No.	
2.	Composition of Tenderer:- (state whether the Tenderer is a Proprietorship concern, or Registered Partnership Firm, or a Company). The name of the Proprietor, or all Partners, or, the Directors of the company, as applicable, should be given.	
3.	Business in which the Tenderer is engaged together with particulars of the Head office and branches, if any, are located.	
4	Income Tax PAN of the Tenderer.	
5.	Details where Housekeeping services/supply of Manpower provided.	

List of Documents Attached

1.	Forwarding letter in APPENDIX-I	
2.	Copy of Income Tax PAN Card.	
3.	Copy of EPF Registration	
4.	Copy of ESI Registration	
5.	Copy of GST Registration	
6.	Copy of PTAX Regn. (& Proof of payment up to March'2022)	
7.	Demand Draft/ Bankers Cheque towards EMD	
8.	RTGS proof towards Tender Cost.	
9.	Experience Certificate as per clause 3(II) of General Information to Tenderer in Annexure-X.	

10.	Copy of Profit & Loss Account and Balance Sheet for financial year 2020-21 and 2021-22	
10.	Copy of Registered Deed of Partnership/Memorandum and Articles of	
	Association/Bye-laws & Certificate of Registration etc. as applicable.	
11.	Scanned copy of Power of Attorney of person/Resolution signing the Tender.	
12.	State whether you :-	
a)	Have been black-listed by Govt./Quasi Govt. Organisation or any Department?	
b)	If yes, Date of Black Listing.	
c)	Whether your contract has been terminated, EMD/SD forfeited by Govt. Organisation/PSUs or any other Department.	
d)	Date of termination of Contract/Forfeiture of	
	EMD/SD	
e)	Whether Proprietor/Any of the Partner/Any of the Directors have been convicted and Sentence to imprisonment by a Court of Law?	
f)	If yes, for how many years?	
g)	Whether Tenderer is participating in the capacity of Hindu undivided family.	
	(A Hindu Undivided Family either as a Proprietor or Partner of a Firm shall not be entitled to apply for Tender).	
h)	Name & Address of all the	
	partners/Directors/Proprietor, as the case may be	
	All above column must be filled in by the Tenderer failing which tender shall considered.	not be

List of Documents Attached:

- 1. Forwarding Letter.
- 2. Part –A Technical Bid with all its Annexure & Appendices.
- 3. List of documents enclosed.

Documents No.

a) Copy of Income Tax PAN.

b)	Copy of Employees Provident Fund Registration	Yes/No
c)	Copy of ESI Registration	Yes/No
d)	Copy of GST Registration	Yes/No
e)	Copy of PTax Registration	Yes/No
f)	Earnest Money Deposit	Yes/No
g)	Copy of Experience Certificate as per clause 3(II) of General	
Inf	ormation to Tenderer	Yes/No
	Copy of Registered Deed of Partnership/Memorandum and Articles sociation/By-laws/Certificate of Registration etc. As applicable.	of
AS		Yes/No
i)	Copy of Power of Attorney of person signing the Tender.	Yes/No
j)	Copy of Profit & Loss Account and Balance Sheet for financial year	
	2020-21 and 2021-22	
		Yes/No

Name and Signature of Tenderer With seal

ANNEXURE-"X"

LETTER HEAD OF THE CENTRAL/STATE GOVT. ORGANIZATION/PSU/COMPANYREGD UNDER COMPANIES ACT, 1956

Dated:_____

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s______ (complete address) has successfully provided and supplied Housekeeping workers (unskilled worker) and cleaning material/ or manpower for a period from ______ to _____ (specific dates) worth Contract Value of Rs.______ (Rupees______) (to be mentioned in figures & words). The Contractor has successfully and satisfactorily executed the Contract under reference.

Authorized Signatory with Seal

CHECKLIST OF DOCUMENTS SUBMITTED

(ANNEXURE-III)

SI.No	Documents to be submitted	Submitted	Not submitted	Remarks
1	Copy of Registration of firms			
2	Copy of Registration certificate of EPF			
3	Copy of Registration Certificate of ESI			
4	Copy of Labour license			
5	Copy of GST ACT Registration Certificate			
6	Copy of Profession Tax Registration Certificate& proof of payment up to March'2022			
7	Copy of PAN/TAN Card			
8	Copy of Income Tax Return for last 2 years			
9	List of clients indicating quantum of work executed with them			
10	Proof of experience in Annexure 'X'			
11	Forwarding letter in Appendix I			
12	Agency profile in Appendix II			
13	Details of EMD deposited			
14	Details of Cost of bidding document RTGS proof			
15	Rate quoted complies with the Minimum Wages Act of Govt. of Telangana with all other statutory provisions			

Signature of Bidder Seal of Establishment

Full Name of Bidder with address & Date

PROFORMA FOR TECHNICAL BID

ANNEXURE- IV

S.No	Particulars	To be filled by the Tenderer
1	Name of the Agency	
2	Details of EMD (i)Amount (ii)Draft No. (iii) Date (iv)Issuing Bank	
3	Date of establishment of the agency	
4	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person, e-mail address	
5	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation &Abolition) act 1970.(Copies of all certificates of registration to be enclosed.)	
6	PAN/TAN Number(copy to be enclosed)	
7	Labour License Number (copy to be enclosed)	
8	GST Tax Registration Number (copy to be enclosed)	
9	Profession Tax Registration No.(Copy to be enclosed) payment proof up to March'2022	
10	EPF Registration Number (copy to be enclosed)	
11	ESI Registration Number (copy to be enclosed)	
12	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/ partners anywhere in India.	
13	Length of experience in the field	
14	Experience in dealing with Govt. Departments /PSU (Indicate the names of the Departments and years of dealing with those Departments and attach copies of contracts orders placed on the agency.)	
15	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached.	
16	Whether agency profile is attached? (Appendix II)	
17	List of other clients	

PRICE BID

To, The Commissioner of State Tax, O/o Commissioner (ST), Telangana, Hyderabad-500001

Dear Sir/Madam,

1. I, submit the Price Bid for appointment as House Keeping Agency for providing (62) House Keeping workers and (7) supervisors for services at O/o Commissioner (ST), Telangana, Hyderabad and city division offices as specified.

2. I thoroughly examined and understood all the terms and conditions as contained in the Tender Document, Invitation to Tender, General information to tenderer and its Annexure and Appendices and agree to abide by them.

3. I hereby offer to work at the following percentage of service charges on the basic minimum wages notified by the State of Telangana applicable at the time of submission of tender and as amended from time to time. I/We undertake that I am not entitled to claim any enhancement of services charges on any account during the tenure of the contract. Present applicable (i) Minimum wages (ii) EPF (iii) ESI are appended below. (The Tenderer /bidder shall quote the percentage rates on the items shown below as

(i) Cost of material (inclusive all taxes) per month (A list of items along with quantity may be seen in Annexure-II) for CCT office and for each division

I.	Not less than Minimum wages notified by the Govt. of Telangana for Un-skilled workers.	Housekeeping worker – Rs.10898/-	Supervisor – Rs.13000 (basic)	Remarks
	TOT OIT-SKITTED WOLKETS.		Conveyance – Rs.2000	On actual payment, it will be reimbursed to the contractor by this
a).	Payment to be done as per Minimum Wages Act along with statutory payment ESI / EPFConsent to be given if Yes			office + cost of material quoted as per list (Annexure- II) and GST at applicable rates on
II.	Employees Provident Fund @ 13 % on Minimum Wages	Or applicable rates		wages & Supervision charges
III.	ESI @ 3.25% on gross wages	Or as applica	ble.	
А.	Service Charges to be quoted in percentage on I.(Minimum Wages) above by the bidder.	(wor on wages.	ds	%
В.	Total Cost of material (to be quoted in Rupees for material as per Annexure-II. Per month for CCT office and division offices	Total Amou	nt in words (Ru	pees

(Rates to be quoted in BoQ in view of A & B below)

office

	Unit office wise	only)
		Amount
1.	Office of the CCT	
2.	Secunderabad division	
3.	Punjagutta division	
4.	Hyderabad (Rural) division	
5.	Charminar division	
6.	Abids division	
7.	Begumpet division	
	TOTAL	

Signature of Tenderer

Note :

(i) L-1 will be decided on Arithmetic basis i.e. on the basis of Service charges / Commission % + material cost for contract period.

(ii) No Service charges will be payable on EPF, ESI.

(iii) GST is exclusive of other statutory payment, if any will be paid by this office.

(iii) The rates quoted as "Negative", "Zero" or "NIL" or in any other manner than the above will be summarily rejected.

(iv) The tender will be evaluated on the total of (A) & (B) for contract period after the consent is given on Point (a) for payment of Minimum Wages.

Signature of Tenderer