

Government of India
Ministry of Communications and Information Technology
Department of Telecommunication
Dy. Director General, Telecom Enforcement, Resources &
Monitoring Cell, New Delhi
5th floor MTNL Telephone Exchange Nehru place New Delhi-110019

Limited Tender No. 31-11/TERMD-2012/1

BID DOCUMENT

**For providing Services of
Unskilled and semi-skilled manpower to
Telecom Enforcement, Resources &
Monitoring Cell, New Delhi**

(Visit us at www.dot.gov.in)

Not transferable

Price of Bid Document: Rs.250.00

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Section I

Government of India, Ministry of Communications & IT

Department of Telecommunications

O/o Deputy Director General

(Telecom Enforcement, Resource & Monitoring)

**5 floor MTNL Telephone Exchange Nehru place
New Delhi-110019**

No. 31-11/TERMD-2012/1

Dated: 25-01-2012

TENDER NOTICE

1. Sealed bids on behalf of the President of India, are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower resources Companies /Firms /Agencies for providing services of one un-skilled and three semi-skilled manpower in the office of DDG (TERM), New Delhi, for a period of one year from the date of contract.
2. Desirous companies/firms/agency may obtain tender documents w.e.f. 25-01-2012 on request in writing from Director-2, TERM, DoT, 5th floor MTNL Telephone Exchange, Nehru place, New delhi-110019 (Phone No.26469191) (on all working days between 10.30 hours and 13.30 hours) up to 14-02-2012 on payment of Rs.250/- (non- refundable) by Demand draft from any of the scheduled bank drawn in the favor of Communication Accounts Officer, O/o CCA Delhi Region, New Delhi, payable at New Delhi
3. Tender documents downloaded from the DOT web site- www.dot.gov.in are also acceptable provided the requisite tender fee/cost i.e. Rs.250/- is enclosed in the form of Account Payee Demand Draft from any of the scheduled bank drawn in favor of Communication Accounts Officer, O/o CCA Delhi Region, New Delhi payable at New Delhi at the time of submission of bid document.

4. Schedule –

Sale of bid Document:	25-01-2012 to 14-02-2012 (Time 10:30 hrs to 13:30hrs.)
Last date & time for receipt of bids:	15-02-2012, Time 15:00 hrs.
Date & Time for opening of Technical Bid:	15-02-2012, Time 15:30 hrs.
Date & Time for opening of Financial Bids for technically qualified bidders :	To be notified later
Place of opening the bids:	Office of Dy. Director General (TERM) 5th floor MTNL Telephone Exchange, Nehru Place New delhi-110019
Validity of bid:	90 days from the date of Opening of tenders.

The bid shall not be accepted after this deadline under any circumstances whatsoever.

5. The interested Companies/ Firms/ Agencies may submit bid document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 15,000/- (Rupees Fifteen thousand only) and other requisite documents from **10:30 AM on 25-01-2012 up to 15-02-2012 till 15:00 hours** in the Tender Box kept in Office of Dy. Director General(TERM), 5th floor MTNL Telephone Exchange Nehru place New Delhi-110019

6. This office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the DDG (TERM), New Delhi, Department of Telecommunications, Govt of India, in this regard shall be final and binding on all.

(A. S. Rao)
Director-II, TERM, DoT
5th floor MTNL Telephone Exchange,
Nehru Place, New Delhi-110019.

Section II

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Office of Deputy Director General (TERM) Ministry of Communications & IT, Department of Telecommunications located at 5th floor MTNL Telephone Exchange Nehru place New Delhi-110019 requires well established and financially sound Manpower Companies / Firms / Agency to provide services of un-skilled and semi-skilled manpower to this office.
2. The contract is likely to commence from May-2012 and would continue till January -2013. The period of the contract may be further extended for one year after the completion of contract provided the requirement of this office for unskilled / semi-skilled manpower exists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm /Agency. This office, however, reserves right to terminate this initial contract at any time after giving one month's notice to the successful bidder.
3. This office has initial requirement for 3 unskilled and 3 semi-skilled manpower resources. **Three semi skilled and one unskilled manpower are required for a period of one year and two unskilled manpower are required initially for six months which may be extended upto one year.** The unskilled manpower should be able to read and write Hindi and also be able to read addresses and names in English. The semi-skilled manpower should be at least HSc pass from a recognized board.

The nature of service for the Unskilled/Semi-skilled manpower shall include but not limited to the following activities.

I) **For unskilled Manpower**

- a. Regular cleaning, dusting of furniture instruments & tools etc. so as to maintain general cleanliness and hygiene in the office.
- b. Making arrangements for tea, coffee, water etc. during the meetings and other official visitors/representatives.

II) **For Semiskilled Manpower**

- a. Photocopying, faxing, making sets of reports etc. and other general office documents.
- b. Dispatch and delivery of official letters by messenger, ordinary post and registered post.
- c. Distribution of office dak & files of general nature among the officers.

The requirement of this office may increase or decrease during the initial period of contract also.

4. The interested Companies/Firms/Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.15,000/- (Rupees Fifteen thousand only)** in the form of DD of any scheduled bank drawn in favour of Communication Accounts Officer, O/o CCA, Delhi Region, New Delhi payable at New Delhi and other requisite documents from 10:30 am on 25-01-2012 to 15-02-2012 till 15:00 hours in the Tender Box kept in 5th floor MTNL Telephone Exchange Nehru place New Delhi-110019

5. The various crucial dates relating to **“Tender for Providing Services of Unskilled/Semi-skilled manpower to TERM cell New Delhi, Department of Telecommunications”** are cited as under :

Sale of bid Document:	25-01-2012 to 14-02-2012 (Time 10:30 hrs to 13:30hrs.)
Last date & time for receipt of bids:	15-02-2012, Time 15:00 hrs.
Date & Time for opening of Technical Bid:	15-02-2012, Time 15:30 hrs.
Date & Time for opening of Financial Bids for technically qualified bidders :	To be notified later
Place of opening the bids:	Office of Dy. Director General (TERM) 5th floor MTNL Telephone Exchange Nehru Place New Delhi-110019
Validity of bid:	90 days from the date of opening of tenders.

vii) Likely date for deployment of Manpower: May 2012

6. The bids have been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing **“Technical Bids for Providing services of one unskilled and three semi-skilled manpower to the office of DDG (TERM), Telecom Enforcement, Resources and monitoring Cell, Department of Telecommunications”** and **“Financial Bids for Providing services of one unskilled and three semi-skilled manpower to the office of DDG (TERM), Telecom Enforcement, Resources and monitoring Cell, Department of Telecommunications”**. Both sealed envelopes should be kept in a third sealed envelope superscribing **“Bid for Providing services of three unskilled and three semi-skilled manpower to the office of DDG (TERM), Telecom Enforcement, Resources and monitoring Cell, Department of Telecommunications, New Delhi.”**

7. The Earnest Money Deposit (EMD) of **Rs.15,000/-** (Rupees Fifteen Thousand only), refundable (without interest), **should be necessarily accompanied with the Technical Bid** of the agency in the form of Demand Draft / Pay Order from any of the Scheduled bank drawn in favour of Communication Accounts Officer, O/o CCA Delhi Region, New Delhi payable at New Delhi. Bid not accompanied by earnest money of the requisite amount or without proper validity will be summarily rejected.

8. The successful bidder shall have to deposit a Performance Security Deposit for a sum of **Rs.60,000/-**(Rs. Sixty thousand only) subject to the revision at the time of placing the work order within 15 days of the receipt of the formal order. The performance security may be furnished in the form of the Bank Guarantee drawn in favour of Communication Accounts Officer, O/o CCA Delhi Region, New Delhi payable at New Delhi, or Fixed Deposit Receipt (FDR) from any Scheduled Bank. made in the name of the Company / Firm / Agency **but hypothecated to the** Communication Accounts Officer, O/o CCA Delhi Region, New Delhi payable at New Delhi. The performance security should remain valid for Communication Accounts Officer, O/o CCA Delhi Region, payable at New Delhi for a period of 60 days beyond the date of completion of all the contractual obligations of the successful bidder.

9. The bidder is required to enclose self attested photocopies of the following documents **along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further :**

- (a) Registration certificate with Labour Department
- (b) Copy of PAN / GIR card;
- (c) Copy of the IT return filed for the last one financial year;
- (d) Copies of EPF and ESI certificates;
- (e) Copy of the Service Tax registration certificate;
- (f) Certified extracts of the Bank Account containing transactions during last two years.
- (g) Work experience of similar work during the past one year.

10. The conditional bids shall not be considered and will be out rightly rejected in very first instance.

11. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. In such cases **the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid, Bid application must be initialed by the person authorized to sign the bid.

12. The envelope containing Technical Bid shall be opened first on the scheduled date and time i.e at **15:30 hrs on 15-02-2012** at the office of DDG (TERM), 5th MTNL Telephone Exchange Nehru Place Delhi-110019 in the presence of the representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time. Technical Bids shall be evaluated by the competent authority. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date & place to be notified later in presence of short listed bidders or their authorized representatives. The L1 bidder for each category (semi-skilled and unskilled) will be arrived at after consideration of total price/amount quoted for the respective category.

13. DDG (TERM) Cell, Delhi Department of Telecommunications reserves the right to annul any or all bids without assigning any reason.

14. The bidder shall quote the technical & financial bids as per the format enclosed at **Annexure I & II.**

15. TECHNICAL REQUIREMENTS OF THE BIDDER COMPANY / FIRM / AGENCY

1. The bidder should fulfill the following technical specifications:
 - (a) The Registered Office or one of the Branch Office's of the bidder should be located either in Delhi / NCR ;
 - (b) The bidder Company / Firm / Agency should be registered with the appropriate registration authority.
 - (c) The bidder Company / Firm / Agency should have at least one year experience in providing manpower resources to Public Sector Companies / Banks / Government Departments or any registered company;
 - (d) The bidder Company / Firm / Agency should be registered with Income Tax and Service Tax departments;
 - (e) The bidder Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (f) The bidder Company/Firm/Agency should have a minimum financial turnover of Rs.10 lakhs in providing manpower service in the last year i.e. 2010-2011.

16. TECHNICAL REQUIREMENTS FOR THE COMPANY / FIRM / AGENCY FOR PROVIDING MANPOWER SERVICES

1. The unskilled manpower should be able to read and write Hindi and also be able to read addresses and names in English. . The semi-skilled manpower should be at least HSc pass from a recognized board. The manpower to be engaged should be between 18-40 years age-group.

2. The nature of service for the Unskilled/Semi-skilled manpower shall include but not limited to the following activities.

I) **For unskilled Manpower**

- c. Regular cleaning, dusting of furniture instruments tools etc. so as to maintain general cleanliness and hygiene in office.
- d. Making arrangements for tea, coffee, water etc. during the meetings and other official visitors/representatives.

II) **For Semiskilled Manpower**

- d. Photocopying, faxing, making sets of reports/documents etc.
- e. Dispatch and delivery of official letters by messenger, ordinary post and registered post.
- f. Distribution of office dak & files of general nature among the officers.

3. His / her antecedents should have been got verified by the agency from the local police authorities.

Section III

TERMS AND CONDITIONS

General

1. The contract shall commence from February-2012 and shall continue for a period of one year, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements of work.
2. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and this office.
3. The contract may be extended, on the same terms and conditions or with some addition / deletion / modification, for a further period not exceeding one year. The modification of the rates shall be subject to the variation of statutory levies and contributions and revision of daily minimum wages prevailing at the time of the extension.
4. This office reserves right to terminate the contract during entire period also after giving one month's notice to the contracting agency. The contract will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the DDG (TERM).
5. The Successful bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
6. The Successful bidder will be required to pay minimum wages to the manpower supplied as prescribed under the Minimum Wages Act. The Successful bidder will maintain proper record as required under the Law / Acts.
7. This office, at present, has requirement of workload equivalent to three unskilled and three semi-skilled manpower (only **two unskilled manpower are required initially for six months**). The requirement of this office may further increase or decrease during the period of contract also and the Successful bidder would have to provide additional manpower, if required on the same terms and conditions.
8. The Successful bidder will be bound by the details furnished by him / her to this Department, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

9. The Successful bidder shall ensure that the manpower deployed in The Office of DDG (TERM), New Delhi, Department of Telecommunications conforms to the technical specifications of age and language skills prescribed at clause 16 of section II of the Tender Document.

10. The manpower employed by the agency shall be required to work normally as per this office's working days, i.e. from Monday to Friday from 0900 hrs. to 18.00 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays. The manpower, if deputed for any official work outside the office within Delhi area, shall not be entitled for any other emoluments except only the actual bus fare for the purpose.

11. The Successful bidder shall furnish the following documents in respect of the individual Manpower who will be deployed by it in this Department before the commencement of work:

a. List of Manpower short listed by agency for deployment at the O/o DDG (TERM), New Delhi, containing full details i.e. date of birth, father name, marital status, address, photograph, identification proof etc;

b. Bio-data of the persons.

12. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /Indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 2 days of being brought to his notice, failing which the provisions of clause 18 of this section will apply.

13. The bidding company shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.

14. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.

15. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan (including Paan masala), tobacco chewing, smoking, loitering etc without work.

16. 1 The person deployed shall be required to report for work at 0900 hrs. to Director-2, TERM Cell, Dot, New Delhi. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted. In case of repetition of such instances, clause 18 of terms and condition will be applicable.

16.2 The contractor shall endeavor to provide the service of the same manpower as deployed at the beginning of the contract, throughout the period of contract, except in extra ordinary circumstances like person leaving the job or person being asked to be replaced by this office. Not more than one change per person deployed limited to three of all the person deployed shall be permitted. If the days exceed the limit mentioned above, a penalty of Rs. 200/- (Rupees Two hundred only) Per additional change will be imposed.

17. The agency shall designate a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.

18. The selected agency shall provide a substitute in the event of any person remaining absent to more than two days for any reason. **Delay by the Agency in providing a substitute after expiry of two days absence shall attract liquidated damages @ Rs.200/- (Rupees Two hundred only) per day (per such case) starting from the day from which the person has been absent on the service providing agency, besides deduction in payment on pro-rata basis.**

19. For all intents and purposes, the Successful bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this office for contractual services.

20. The Successful bidder shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. 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 service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

21. It will be the responsibility of the contractor to meet the transportation, food, medical and any other requirement of contractor’s manpower for carrying out the contract works. TERM cell will have no liability in this regard at any stage.

22. The man power deployed by the contractor shall not have any claims of Master and Servant relationship vis a vis TERM cell nor have any principal and agent relationship with or against the TERM cell.

23. The man power deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of this office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity

in the TERM cell. The Contractor should communicate the above to all the manpower deployed in this office by the contractor.

24. Payment shall be made only to the contractor and on monthly basis as per actual services. The contractor has to raise invoices in the first week of the next month for the services rendered in the month.

LEGAL

26. The Successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office.

27. Successful bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Ministry of Communications & IT to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

28. The Successful bidder shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.

29. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.

30. In case, the Successful bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof This office is put to any loss / obligation, monetary or otherwise, This office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

FINANCIAL

31. Bids, offering rates which are lower than the minimum wages (as applicable for NCT of New Delhi) for the pertinent category, would be rejected.

32. The successful bidder will have to deposit a Performance Security Deposit for a sum of Rs.60,000/- (Rs. Sixty thousand only) subject to the revision at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour Communication Accounts Officer, O/o CCA Delhi Region, New Delhi payable at New Delhi or Fixed Deposit Receipt (FDR) from a Scheduled Bank made in the name of the Company / Firm /

Agency **but hypothecated to the Communication Accounts officer, O/o CCA, New Delhi.** The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.

33. In case the bidder is not quoting any administrative charges, reasons thereof, shall be specifically written, failing which, it will be construed that the bidder will not be paying the minimum wages to the labourer engaged. Hence such bids are liable for outright rejection.

34. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.

35. The agency shall raise the bill, in triplicate, along with attendance sheet [duly verified by Director-2, TERM] in respect of the persons deployed and submit the same to DDO(TERM) in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

36. The claims in the bill will be considered if only the documentary proof of remittance towards EPF, ESIC, Service Tax etc. in respect of previous month (to the authorities concerned) is attached with the bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished. The decision of DDG TERM Cell Delhi is final in this regard.

37. FORCE MAJEURE:

37.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event and may come to an end or cease to exist, and the decision of the DoT as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his opinion terminate the contract.

37.2 Provided also that if the contract is terminated under this clause, the DoT shall be at liberty to take over from the contractor at a price to be fixed by the DoT, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the DoT may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the DoT elect to retain.

38. ARBITRATION

38.1 In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Secretary, DoT or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Secretary, DoT or by whatever designation such officers may be called (herein after referred to as the said officer) and if the Secretary; DoT or the said officer is unable or unwilling to act as such to the sole arbitrator or some other person appointment by the Secretary, DoT, or the said officer, the agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is DoT servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as DoT servant he has expressed views on all of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to, being transferred of vacating his office or being unable to act for any reasons whatsoever such Secretary or the said officer shall appoint another person to act as arbitrator with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

38.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

38.3 The venue of the arbitration proceeding shall be the Office of the Secretary, DoT or such other Places as the arbitrator may decide. The following procedure shall be followed.

38.3.0 in case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.

38.3.2 there should not be a joint submission with the contractor to the sole Arbitrator.

38.3.3 each party should submit its own claim severally and may oppose the claim put forward by the other party.

38.3.4 the onus of establishing his claims will be left to the contractor.

38.3.5 once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.

38.3.6 the “points of defense” will be based on actual conditions of the contract.

38.3.7 The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual.

38.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defense”.

38.8.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

39. The Deputy Director General (TERM) DoT, Ministry of Communications & IT reserves right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

(A. S. Rao)
Director-2, TERM, DoT,
New Delhi-110019

Annexure-I
PART-A
TECHNICAL BID

(To be enclosed in a separate sealed envelope)

**For Providing services of unskilled/ semiskilled to O/o DDG (TERM), New Delhi,
Department of Telecommunications.**

1. Name of bidder Company/ Firm / Agency : _____
(Attach certificate of registration with labour department)

2. Name of proprietor / Director _____
of Company/Firm/agency

3. Full Address of Reg. Office _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

4. Full address of Operating
/ Branch Office : _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

5. PAN / GIR No. : _____
(Attach self attested copy)

6. Service Tax Registration No. : _____
(Attach self attested copy)

7. E.P.F. Registration No. : _____
(Attach self attested copy)

8. E.S.I. Registration No. : _____
(Attach self attested copy)

9. Financial turnover of the bidder **Company / Firm / Agency** for the last one Financial Year:

(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs.lacs)	Remarks, if any
2010-11		

10. Give details of the major similar contracts handled by the bidder Company / Firm / Agency on behalf of PSUs and Government Departments during the last two years in the following format. Self attested copies of work orders may also be attached.

S.No	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs.lacs)	Duration of Contract	
			From	To

(if the space provided is insufficient, a separate sheet may be attached)

11. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal :

PART- B

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

PART-C

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID (Unconditional acceptance of Terms and conditions of the tender)

1. Application – Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last two years.
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certified document in support of financial turnover of the agency.
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. **Copy of the terms and conditions at pages 10-16 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**

**ANNEXURE-II
FINANCIAL BID**

(To be enclosed in a separate sealed envelope)

For providing un-skilled and semi skilled manpower to O/o DDG, Telecom Enforcement Resource and Monitoring Cell, Delhi

1. Name of bidder Company / Firm / Agency:

2. Details of Earnest Money Deposit : Rs.

D.D. / P.O. No. & Date : _____

Drawn on Bank : _____

3. (a)The components of rates per employee are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the New Delhi area on 01-05-2011 for **Unskilled and semi-skilled Daily Wage Workers on per month basis** and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.).

A. Price for Unskilled

Sr. No.	Component of Rates*	Rate for one person (Y)	Man power to be supplied (Z)	Total Amount (Y x Z)
1	Monthly Rate (Unskilled category)		3	
2	Employees Provident Fund @ 13.61% of 1 above		3	
3	Employees State Insurance @ 4.75% of 1 above		3	
4	Any other liability (Pl. indicate)		3	
5	Total Service Tax Liability @ 10.30% of above (Total of 1 to 4)		3	
	Total (Column 1 to 5)			

*It is presumed that each of the bidder shall be liable to make payments to the contract employee as per the above statutory liabilities and claim the same from the TERM Cell. The incidence of the above statutory payments shall be worked out by the department and the bidders need not quote against the same.

B. Price for semiskilled

Sr. No.	Component of Rate*	Rate for one person (Y)	Man power to be supplied (Z)	Total Amount (Y x Z)
1	Monthly Rate (semiskilled category)		3	
2	Employees Provident Fund @ 13.61% of 1 above		3	
3	Employees State Insurance @ 4.75% of 1 above		3	
4	Any other liability (Pl. indicate)		3	
5	Total Service Tax Liability @ 10.30% of above		3	
	Total (Column 1 to 5)			

*It is presumed that each of the bidder shall be liable to make payments to the contract employee as per the above statutory liabilities and claim the same from the TERM Cell. The incidence of the above statutory payments shall be worked out by the department and the bidders need not quote against the same.

(b) Administrative charges: The bidder shall be required to quote administrative charges per contract employee. These rates shall be the deciding parameter for the award of the contract:

(A) For Unskilled

Component of Rate	Rate of Administrative charges
Administrative charges per contract employee	

(B) For Semi skilled

Component of Rate	Rate of Administrative charges
Administrative charges Per contract employee	

The manpower employed by the agency shall be required to work normally as per This office's working days, i.e. from Monday to Friday from 0900 hrs. to 1800 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays.

Signature of authorized person

Date:
Place:

Full Name:

BANK GUARANTEE FORM FOR EMD/PERFORMANCE SECURITY

To,

The President of India

WHEREAS

.....
.....

(Name and address of the supplier) (Hereinafter called “the supplier” has undertaken in pursuance of contract

no.....Dated.....

....to supply (description of goods and services) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of

.....
(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.,

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

**This guarantee shall be valid upto and including theDay
of...20...**

Bank) (Signature with date of the authorized officer of the

.....
officer) (Name and designation of the

.....
Branch Seal, name & address of the Bank and address of the

