



BID DOCUMENT

Tender for Engagement of agencies for office upkeep and housekeeping services in Telecom Enforcement, Resource & Monitoring Cell, Assam

**Telecom Enforcement, Resource & Monitoring Cell Assam
Department of Telecommunication
Guwahati-781001**

Tender No. TERM/AS/Tender/G-10/10-11, Dated 11/05/11

Sold to:

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**Telecom Enforcement, Resource & Monitoring Cell, Assam
Department of Telecommunication,
Guwahati-781001**

Notice Inviting Tender

Sealed Tenders are invited for the work of Outsourcing of office upkeep and housekeeping services initially for a period of one year, from reputed Contractors having executed similar work with Government/PSU and other reputed Private Limited/Autonomous organizations. For further details of tender including EMD etc. please refer to our website: www.dot.gov.in. The last date for submission of tender documents will be **1500 hours of 2nd day of June, 2011**. The tenders will be opened at **1600 hours of 2nd day of June, 2011** in presence of tenderers, who may be present in the office of DDG (TERM) Assam on the given date and time.

The tender document can also be procured from the office of DDG(TERM) Assam, 9th floor, BSNL Admn Bldg, Panbazar, Guwahati-781001, on payment of Rs.500/- (Rs. five hundred only) in cash (Non-refundable) up to 17:00Hrs of each working day till 01.06.11. The receipt for Rs.500/- (Rs. Five Hundred only) must be enclosed in the 'Technical bid'. The tender document may also be downloaded from the website. In such case, D/D of Rs.500/- (Rs. Five Hundred only) in favour of "Communication Accounts Officer, DOT Cell, Assam Circle" must be enclosed in the 'Technical Bid'. Technical bid without the above receipt or D/D, will be rejected.

DIR(TERM) Assam
BSNL Main Admn Building
(9th fl) Panbazar. Guwahati-781001

Tender for engagement of agencies for office upkeep and housekeeping services in Telecom Enforcement, Resource & Monitoring Cell, Assam.

Terms and Conditions of Tender

I. SCHEDULE:

Date & Time of issue of Bid Document:	Upto 01.06.2011 from 10:00AM to 5:30PM on all working days
Last date & Time for receipt of Tenders:	02.06.2011 at 15:00 Hrs
Date & Time of opening of Technical Bid:	02.06.2011 at 16:00 Hrs
Date & Time of opening of Financial Bid (for technically valid bids only)	To be notified later
Place for opening of the tender:	Office of DDG(TERM) Assam 9 th floor; BSNL Admn Bldg Panbazar. Guwahati-781001
Validity of tender:	6 (six) months from the date of opening of tender.

II. GENERAL CONDITIONS:

1. Sealed tenders are invited for providing Semi Skilled and Unskilled Manpower at the office of DEPUTY DIRECTOR GENERAL (Telecom Enforcement, Resource & Monitoring Cell) Assam, 9th Floor, BSNL Admn Building, Guwahati – 781 001 from contractors who have executed work of similar nature and magnitude in a single contract satisfactorily in Government Departments or Public Sector Undertakings/Reputed Private/ Autonomous organizations. The tenderer must have their office/ branch at Guwahati and the address and contact details must be mentioned in the technical bid. The tenderers are required to produce proof of fulfilling these conditions along with latest Income Tax Clearance Certificate. The tender should be complete in all respects. Rates should be quoted as given in the ‘Financial Bid’.
2. The Contract shall be for a period of one year from the date of agreement. The period of contract may be extended on the same terms and conditions for a further period at the sole discretion of DEPUTY DIRECTOR GENERAL (Telecom Enforcement, Resource & Monitoring Cell) Assam, herein called as DDG (TERM) Assam.
3. The tenders shall be submitted in a sealed cover with the name of the contract written on the envelope, containing the ‘technical bid’ (Annex-I) and ‘financial bid’ (Annex-II) separately in two different smaller sealed envelopes, marking on them as ‘Technical Bid’ and ‘Financial Bid’ as per the content of the envelop. The Envelop of ‘Financial Bid’ should contain only the one page proforma of ‘Financial Bid’ as per Annex-II. The sealed tender superscribed as “**Tender for engagement of agencies for office upkeep and housekeeping services in TERM Cell, Assam**” may be dropped in the

tender box placed in the office of DDG (TERM) Assam, 9th floor. BSNL Administrative Bldg; Panbazar, Guwahati-781001 **up to 15:00Hrs of 02.06.2011.**

4. The 'Technical Bid' must contain the receipt of Rs. 500/- (Rs. Five hundred only, Non refundable) or the demand draft of Rs. 500/- in favour of "Communication Accounts Officer, DOT Cell, Assam Circle" payable at Guwahati, towards the cost of the tender document.
5. The tenderer has to make a declaration in writing whether he is related to any employee of the Telecom Enforcement, Resource & Monitoring Cell, Assam, herein called as TERM, Assam . If any relative of the bidder is an employee of the Telecom Enforcement, Resource & Monitoring Cell, the name and designation and relationship of such employee shall be intimated to the DDG (Telecom Enforcement, Resource & Monitoring Cell) Assam, Guwahati while submitting the tender. Tenders should be on the specified form as per enclosed format. (Non-transferable).
6. The Earnest Money Deposit (EMD) amounting to Rs. 5,100/- (Rupees Five thousand One hundred Only) by demand draft or bankers cheque drawn in favour of "Communication Accounts Officer, DOT Cell, Assam Circle" should accompany the tender. Tenders received without earnest money shall be summarily rejected.
7. EMD of the successful tenderer will be forfeited if he fails to commence the work as per letter of award. EMD of the unsuccessful tenderers will be returned within 2 weeks after award of work.
8. The DDG (Telecom Enforcement, Resource & Monitoring Cell) Assam, does not bind himself to accept the lowest or any bid and reserves to himself the right of accepting the whole or any part of the bid.
9. The Contractor shall fulfill the legal requirement of obtaining License under the contract Labour (Regulation & Abolition) Act. The contractor should submit the Contract License issued by the Labour Commissioner, under Contract Labour (R&A) Act.
10. Every paper of the tender document must be signed by the tenderer with the seal of the Contractor/ Agency/ Firm and has to be submitted with the "Technical Bid". Tender without it will be rejected.
11. On taking over the responsibility, the Contractor shall formulate the mechanism and duty assignment of personnel in consultation with the DDG (Telecom Enforcement, Resource & Monitoring Cell) Assam or officers designated by him. Subsequently, the Contractor shall review arrangement from time to time and apprise the DDG (Telecom Enforcement, Resource & Monitoring Cell) Assam about the additional measures of further streamlining the system. The contractor shall further be bound by and Carry out the directions given by the DDG (Telecom Enforcement, Resource & Monitoring Cell) Assam or the officer designated by him in this respect from time to time.

12. It will be the responsibility of the contractor to meet other transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract works. Telecom Enforcement, Resource & Monitoring Cell, Assam will have no liability in this regard at any stage.
 13. For all intent and purpose, the contractor shall be the 'Employer' within the meaning of different Labour Legislations in respect of manpower deployed for contractual services.
 14. The manpower deployed by the contractor shall not have any claims of Master and Servant relationship vis a vis Telecom Enforcement, Resource & Monitoring Cell, Assam nor have any principal and agent relationship with or against the TERM, Assam.
 15. 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 manpower of the TERM, Assam, 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 or and will have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in the TERM, Assam. Contractor should make it known the above to the manpower of the contractor.
 16. The contractor shall be solely responsible for redressal of grievances/ resolution of disputes relating to the manpower deployed.
 17. TERMC, Assam shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the contractor during the course of their execution of services, or for payment towards any compensation.
 18. The contractor will be required to pay minimum wages as prescribed under the minimum wages by the competent authority. The contractor will maintain proper record as required under the law/ acts. The contract will remain valid for one year or the period specifying in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by DDG (TERM).
 19. The Contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed for the preservation of peace and protection of persons and property of TERM, Assam.
 20. The Contractor shall communicate to the DDG (TERM), Assam the name, residential address, age, etc. of each of the persons deployed by him. For the purpose of proper identification of the personnel of the contractor, Contractor shall issue identity cards and the said personnel shall be duty-bound to display them at the time of duty.
22. The persons deployed by the contractor must be courteous and should bear a good conduct/ moral character. Such person should not have any past criminal record. The persons should preferably be young, energetic and possess a good health and sound mind. On any case such person must be free from all contagious diseases. No labour below the age of 18 years shall be

employed /arranged for the work by the contractor at the TERM, Assam. The candidates should preferably be under 35 years of age.

23. In case any of the persons deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful acts or disorderly conducts, the contractor shall take suitable action against such employee on the report of the TERM, Assam. The contractor shall replace the particular person so deployed on demand of the DDG (TERM) Assam in case of any of the aforesaid acts on the part of the person concerned. The contractor shall ensure that all the employees get the stipulated wages determined by Minimum Wages from time to time and other benefits as are admissible under various Labour Laws and the contractor shall provide full information in respect of wages, etc., paid to his employees so employed, in conformity with the provisions of contract Labour (Regulation and Abolition) Act, 1970.
24. The Contractor shall disburse the wages to his personnel in the presence of an Officer nominated by the DDG (TERM) Assam on the last working day of the every month. For this purpose the attendance shall be computed from 26th of previous month to 25th of the current month and the contract shall submit the bills to office within 2 days. The payment shall be made to the workers on the last working day. For Deficiencies, if any, in providing the service as per the scope of work, proportionate charges will be recovered / deducted. Failure to make payment on the last working day after receipt of payment from office shall entail immediate encashment of the Security Deposit Bank Guarantee.
25. The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Law, namely, under the Minimum Wages Act, Contract Labour Act, Employee Provident Fund Act, ESI Act, Bonus Act, Shops & Establishment Act, etc. as applicable and amended from time to time.
26. The contractor shall conform to the provisions of Central / State Act(s) or the Regulations on the subject as well as the terms and conditions of the agreement to be executed.
27. The Contractor shall, on demand, furnish copies of wage register / muster roll etc., to the TERM, Assam for having paid all the dues to the persons deployed by the contractor for the work. This obligation is imposed on the contractor to ensure that the contractor is fulfilling his **commitments** towards his employees so deployed under various Labour Laws, having regard to the duties of TERM, Assam in this respect as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.
28. The Contractor shall maintain all the records prescribed under the Contract Labour (Regulation & Abolition) Act, 1970 and under the other related labour regulations and furnish these for inspection when demanded by the TERM, Assam or the concerned Central / State Govt./ Judicial Authorities, as the case may be.
29. The contractor shall keep the TERM, Assam indemnified against all claims whatsoever respect of the employees deployed by him. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the contractor to contest the same. In case of TERM, Assam is made a party and is supposed to contest the case, the Contractor shall reimburse to TERM, Assam the actual expenses incurred towards Counsel

fee and other expenses which shall be paid in advance by the Contractor to TERM, Assam on demand. The Contractor shall ensure that no financial or any other liability comes on TERM, Assam in this respect of any nature whatsoever and shall keep TERM, Assam indemnified in this respect.

30. Income Tax at the prevailing rate and surcharge thereon will be deducted from the monthly bills of the contractor as per rules.
31. The Contractor shall execute an agreement in the format prescribed, within the time stipulated by the DDG(TERM), Assam.
32. Before signing the agreement, the contractor shall deposit 10% of the annual value of contract as **Security Deposit** in the form of bank guarantee in prescribed proforma, valid for 3 months more beyond the period of contract i.e. 15 months in case of one year contract. The rate expressed as monthly Price for the entire scope of the contract shall remain unchanged throughout the entire period of contract.
33. The contract may be terminated by giving one month prior notice by either party. Further, the contract may also be terminated on any of the following contingencies
 - a. On the expiry of the contract period as stated above.
 - b. On account of committing breach by the contractor of any of the terms & conditions of the agreement.
 - c. Assigning the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third person or sub-letting whole or part on the contract to any third person.
 - d. On contractor being declared insolvent by competent court of law.
34. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature to TERM, Assam.
35. The workers deployed by the Contractors shall perform work assigned to them by DDG [TERM] Assam or by any other authorized officer by him on all 5 days of the week i.e. Monday to Friday from 9.00 A.M to 1800 Hrs. The contractor may be called upon for the services on Saturday, Sunday or Holidays also, if required, without any extra charge. No other emoluments shall be entitled to except the actual bus fare for services outside office premises.
36. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs.200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.

III. ARBITRATION.

Except where otherwise provided in the contract all instructions hereinbefore mentioned, and as to the quality of personnel deployed on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, instructions, orders on these conditions or otherwise concerning the works, or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person appointed by the DDG [TERM] Assam. The arbitrator shall be appointed within 30 days from the receipt of a request by any party the arbitrator to whom the matter is originally referred, being unwilling or unable to act for any act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitrator shall give speaking award. The award of the Arbitrator shall be final and binding on both the parties. The cost of the Arbitrator shall be borne by the contractor.

IV. SCOPE OF WORK:

The scope of work generally consists of providing **Two number of Semi skilled and one number of unskilled Manpower** for daily job of office upkeep and housekeeping services. However, in case of additional requirement the tenderer shall arrange additional hands at the quoted rates on prior notice.

1. SEMI SKILLED MANPOWER:

Persons are expected to perform the duty as normally attended by office peon/ clerk / attendant including maintenance and cleaning/house-keeping, office assistance and any other specific tasks identified by TERM, Assam from time to time. The minimum educational qualification for this category shall be Pass in 10th Class OR EQUIVALENT from a recognized Board. The persons must have ability to read and write in English language and also to read, write and speak in Hindi and Assamese languages. **The minimum wages for this category must be as determined by the Office of the Labour Commissioner, Assam Govt.**

2. UN-SKILLED MANPOWER:

Persons are expected to perform the duty of maintenance and cleaning/house-keeping, office assistance and any other specific tasks identified by TERM, Assam from time to time. The minimum educational qualification for this category shall be at least 10th class appeared from a recognized board. The persons must have ability to communicate in Hindi and Assamese languages. **The minimum wages for this category must be as determined by the Office of the Labour Commissioner, Assam Govt.**

V. EVALUATION:

This is a two stage tender. Tenderers successful in the Technical bids will be considered for evaluation for Financial bids. Financial bids of technically unsuccessful bidders will not be opened and the EMD will be returned back.

The contractor shall quote the monthly price for the entire scope of the contract. All statutory charges and applicable taxes shall be indicated separately as per Annex-II. The Rates quoted shall be firm and no escalation is permitted during the Contract

period. No conditional clauses/ rates shall be quoted in the bid. Bids with conditional/ ambiguous/ unreasonable rates will be rejected. The bid shall remain valid up to 6 (six) months from the date of opening of the tender.

Items C, D, E & F of the FINANCIAL BID (Annex-II) are fixed in terms of percentages and therefore the evaluation of financial bids will primarily be based on the items A, B & G.

In case of any additional / specific requirement not originally covered in this scope, the tenderer shall provide those services as per the same rates as determined by this tender.

VI. PERIOD OF CONTRACT:

The period of contract will be one year from the date of commencement, extendable FURTHER on satisfactory performance on same rates, terms and conditions at the sole discretion of TERM, Assam.

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Telecom Enforcement, Resource & Monitoring Cell
Assam Licensing Area. Panbazar, Guwahati

ANNEX-I
TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL
GUWAHATI – 781 001

Technical Bid

Engagement of agencies for office upkeep and housekeeping in Telecom Enforcement, Resource & Monitoring Cell, Assam, Guwahati-781001.

1. Name of Tendering Company/Firm/Agency:

_____ (Attach certificate of Registration)

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 at Guwahati: _____

Telephone No. _____

FAX No. : _____

E-Mail Address : _____

5. Banker of Company/ Firm/ agency with full address _____
(Attach certified copy of statement of A/c for the last three years)

Telephone Number: _____
Of Banker

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

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

8. E.P.F. Registration No. : _____

(Attach attested copy)

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

10. Financial turnover of the tendering Company / Firm / Agency for the last 2 Financial Years:

(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs.lacs)	Remarks, if any
2009-10		
2010-11		

11. Give details of the major similar contracts handled by the tendering Company / Firm / Agency on behalf of Private Limited/PSUs and Government Departments during the last three years in the following format.

(Attested copies of work orders may also be attached.)

Sl_no	Details of client along with address, telephone and FAX number.	Amount of Contract (in lakhs)	Duration of Contract	
			From	To

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

12. Detail of EMD:

Demand Draft No _____ Date of issue _____
Name of the issuing Bank and Branch _____

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

Date:

Signature of authorized person

Place:

Seal:

ANNEX-II
TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL
GUWAHATI – 781 001

Financial Bid

NAME OF THE WORK : Engagement of agencies for office upkeep and house keeping services in Telecom Enforcement, Resource & Monitoring Cell, Assam, Guwahati-781001.

The contractor shall quote the monthly price for the entire scope of the contract. All statutory charges and applicable taxes shall be indicated separately as.

Item	Conditions	Total monthly Amount in Rs. (figure)	Total monthly Amount in Rs. (words)
A. Monthly wages for unskilled labour (One number) .	subjected to the minimum as per the Office of the Labour Commissioner, Assam Govt.		
B. Monthly wages for semi-skilled labour (Two numbers) .	subjected to the minimum as per the Office of the Labour Commissioner, Assam Govt.		
C. ESI	As applicable under relevant rules		
D. EPF	As applicable under relevant rules		
E. Other mandatory charges	As fixed by the Labour Commissioner, Assam Govt. or other Central or State Govt. authority.		
F. Service Tax	As applicable under relevant rules		
G. Service charges	To be quoted by tenderer		
Total cost per month (in Rs.)			

P.s: All statutory payments are to be calculated only on Basic. Tenderer shall submit documentary evidence in support of C, D, E & F.

Declaration: I agree that in-correct furnishing of information and in-correct quoting of statutory payments like EPS/ESI/Bonus/Service Tax and non furnishing of copies of documents/certificates shall render my tender liable for rejection and I agree that no claim shall be made by me on this account.

Date:

Signature of the Tenderer
with full address & Contact Nos

ANNEXURE 'A'

DECLARATION OF NEAR RELATIVES TO BE SUBMITTED BY THE TENDERER

We M/s _____
R/o. _____ hereby certify
that none of our relative(s) as defined in the tender document is / are employed in TERM Cell as per
details given in tender document. In case at any stage, it is found that the information given by us is
false / incorrect, TERM Cell, Assam shall have the absolute right to take any action as deemed fit /
without any prior intimation to me.

Dated:

Signature of the tenderer with seal

ANNEXURE-'B'

Certificate of Minimum wages to be submitted by the tenderer

We M/s _____,
R/o _____ hereby certify that we
comply with the minimum wages Act that are to be paid to the labourers engaged by us vide Latest
rate as fixed by the Labour Commissioner, Assam Govt. while quoting the rates for the tender. Any
dispute arises out of the payment of minimum wages responsibility lies with us only.
We also certify that we must comply with the ESI, EPF, Service Taxes and other mandatory charges
regularly as per the existing rules without any fail.

Dated:

Signature of the tenderer with seal

Place:

ANNEXURE-'C'

DECLARATION

I
.....
Proprietor/Partner(s) hereby declare that the firm /company namely M/shas not been black-listed or debarred in the past by DOT/any other Government or Semi-Government Organization (Name of the organization) from taking part in tenders.

Was/were black-listed/debarred by DOT / any other Government or Semi-Government Organization (Name of the organisation) from taking part in tenders for a period of years w.e.f. The period is over on and now I /We/firm/Company is entitled to take part in the tenders from

In case the above information is found false at any time, I/We are fully aware that the tender /contract will be rejected/cancelled by the DDG(TERM) ASSAM and EMD /SD shall be forfeited in favor of Department of Telecommunication. In addition to the above, the DDG (TERM) ASSAM will not be responsible to pay the bills for any completed / partially completed month(s).

Date :

Signature of the Tenderer with seal.

Station: