



भारत सरकार
संचार एवं सूचना प्रौद्योगिकी मंत्रालय
दूरसंचार विभाग
दूरसंचार प्रवर्तन संसाधन एवं निगरानी प्रकोष्ठ, पुणे



Government of India
Ministry of Communications and Information Technology
Department of Telecommunications
Telecom Enforcement, Resource & Monitoring (TERM) Cell, Pune

Open Tender No.: DDG/TERM/Pune/ACCT-17/Tenders/Office Upkeep/2011-12

Dated: 25/05/2011

BID DOCUMENT

For providing Services of Unskilled and Semi-skilled manpower to Telecom Enforcement, Resource & Monitoring Cell, Pune

Not transferable

Price of Bid Document: Rs. 100/-

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Government of India
Ministry of Communications & IT, Department of Telecommunications
The office of DDG (TERM) Pune
DDG/TERM/Pune/ACCT-17/Tenders/Office Upkeep/2011-12 Dated: 25/05/2011

Section 1. TENDER NOTICE

1. Sealed tenders on behalf of the President of India, are invited under **Two Bid System** i.e. Qualification Bid and Financial Bid from reputed, experienced and financially sound Companies /Firms /Agencies for providing Services of office upkeep and Housekeeping for the office of DDG (TERM) Pune for a period of one year from the date of contract.

2. Desirous companies/firms/agency may obtain tender documents w.e.f. 30.05.2011 on request in writing from:

ADG (TERM) Pune,
Telecom Enforcement, Resource & Monitoring Cell, DoT
CTO Compound, Behind GPO, Church Road, Camp, Pune-411001
Ph: 91-20-26134040 Fax: 91-20-26134646
Email: adg2.term@pune.dgtel.com

(on all working days between 10:30 hours and 17:00 hours) on payment of Rs.100/- (non-refundable) in form of Demand draft in the favour of "Communication Accounts Officer O/o CCA (Maharashtra)" payable at "Mumbai".

3. Tender document can also be downloaded from the DOT web site- www.dot.gov.in or can be requested in soft copy by Email. In such cases, the requisite tender document fee/cost i.e. Rs.100/- should be enclosed in the form of Account Payee Demand Draft from any of the Nationalized Banks in favour of "Communication Accounts Officer O/o CCA (Maharashtra)" payable at "Mumbai", at the time of submission of bid document.

4. Schedule:

Date & time of issue of Tender Document	:	30/05/2011 (From 10:30 hrs to 17:00 hrs)
Last date & time for receipt of Tenders	:	28/06/2011 at 15:00 hrs.
Date & Time for opening of Qualification Bid	:	28/06/2011 at 15:30 hrs.
Date & Time for opening of Financial Bids	:	Will be conveyed to the bidders who qualify in the qualification bid.
Place of opening the Tenders	:	Telecom Enforcement, Resource & Monitoring Cell, DoT, CTO Compound, Behind GPO, Church Road, Camp, Pune-411001
Validity of Tenders	:	90 days from the date of opening of tenders.

5. The interested Companies/Firms/Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.5,000/- and other requisite documents before last date and time, in the Tender Box kept at above address.

The tenders shall not be entertained after this deadline under any circumstances whatsoever.

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 DDG (TERM) Pune, Department Of Telecommunications in this regard shall be final and binding on all.

Section 2. DEFINITIONS:

TERM	-	Telecom Enforcement Resource and Monitoring Cell of the Department of Telecommunications
The Office	-	The O/o DDG (TERM) Pune, Department of Telecommunications located at CTO Compound, Behind GPO, Church Road, Camp, Pune – 411001
Bidder	-	The person or company / firm / agency participating in the tender
Qualification Bid	-	A Sealed document proving the qualifications of the bidder
Financial Bid	-	A Sealed document stating the rates quoted by the bidder
Contracted employee	-	The manpower deployed by the successful bidder to perform the required/assigned jobs at the quoted rates in this Office.
CCA	-	The Controller of Communication Accounts, also the paying authority
Competent authority	-	DDG (TERM) Pune, Department of Telecommunications
Jobs / services	-	Office upkeep and Housekeeping for the O/o DDG (TERM) Pune
DoT	-	Department of Telecommunications
NIT	-	Notice Inviting Tender
Contractor	-	The successful bidder to whom the work has been awarded

Section 3. GENERAL INSTRUCTIONS FOR BIDDERS:

1. Parties

1. The O/o DDG (TERM) Pune, Department of Telecommunications located at CTO Compound, Behind GPO, Church Road, Camp, Pune, requires the services of reputed, well established and financially sound Companies / Firms / Agencies to provide unskilled and semi-skilled services to carry out various jobs in this office. (Described in detail in the Annexure – V) The parties to the Contract are the contractor (the successful bidder to whom the work has been awarded) and the Government of India through the Department of Telecommunications for and on behalf of the President of India.

2. Duration

2. The duration of the contract will be one year from the date of award of work to the contractor. The period of the contract may be further extended for a period of one year after the completion of contract provided the requirement of the Office persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of housekeeping services by the selected Company / Firm /Agency. DDG (TERM) Pune, however, reserves right to terminate this initial contract at any time after giving one week notice to the contractor.

3. Earnest Money

- 3.1 The Earnest Money Deposit (EMD) of Rs.5000/- (Rupees Five Thousand only), refundable (without interest), should be necessarily accompanied with the Qualification Bid of the agency in the form of Demand Draft / Pay Order from any of the Nationalized Banks drawn in favour of “**Communication Accounts Officer O/o CCA (Maharashtra)**”, payable at “**Mumbai**”, valid for a period of 6 months from the date of issue of NIT. Offer not accompanied by earnest money of the requisite amount or without proper validity will be summarily rejected.
- 3.2 No request for transfer/adjustment of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.
- 3.3 Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid Earnest Money /Demand draft will be forfeited by the Government.
- 3.4 The tenders without documents duly signed/ without fees and/or Earnest Money or DD incorrectly addressed will be summarily rejected.

- 3.5 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of Earnest money deposit or Security deposit.
- 3.6 Earnest Money shall be forfeited in case of the following--
- i) If the bidder withdraws or amends it's tender or increase in rates after opening of the tender.
 - ii) On refusal to enter into contract after award of contract.
 - iii) If the work is not commenced on the date of starting the work after work is awarded to the contractor.
 - iv) If the successful bidder fails to furnish performance security.
- 3.7 The successful bidder's EMD will be discharged after commencement of the work awarded and furnishing the performance security.

4. Preparation and submission of Tender

- 4.1 The tender should be submitted in two parts namely **Qualification Bid** (in form given in Annexure-I) along with **Earnest Money Deposit** and **Financial Bid** (in form given in Annexure-II) and each should be kept in a separate sealed cover. Both the bids should be kept in another sealed cover addressed to ADG (TERM) Pune, Room No.02, O/O DDG (TERM), CTO Compound, Behind GPO, Church Road, Camp, Pune, Maharashtra, India-411001. The outer envelope containing sealed cover should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be superscribed with Tender Number, subject of Tender, whether the envelope is containing "Qualification Bid" or "Financial Bid" and date of opening of tender.
- 4.2 The bidders are required to enclose photocopies of the documents mentioned in the Annexure – IV (Duly attested by Gazetted Officers of the Government of India, along with the Qualification Bid, **failing which their bids shall be summarily rejected and will not be considered any further.**
- 4.3 **The conditional bids shall not be considered and will be rejected in the very first instance.**
- 4.4 All entries in the tender 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. The corrections, if any, in the Qualification Bid application must be initialed by the person authorized to sign the tender bids.

5. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as:

- (a) A "sole proprietor" of the firm or constituted attorney of such sole proprietor.
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

N.B.

- (1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

- (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the DOT may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) The bidder should sign and affix his/her firm's stamp at each page of the tender and all its Annexures as the acceptance of the offer by the bidder will be deemed as a contract. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS TENDER DOCUMENT.

6. Qualification Bid:

The qualification bid should be submitted in form given in Annexure-I along with the Account Payee Demand Draft of Nationalized bank for Rs. 5,000/- in favour of "**Communication Accounts Officer O/o CCA (Maharashtra)**" payable at "**Mumbai**" along with registration particulars, Copy of PAN Number issued in favour of the firm, and any other information sought for (as per Annexure-IV, Section 10 and duly constituted Qualification Bid).

7. Financial Bid:

- 7.1 The Financial Bid should be submitted in the form given in Annexure- II in a separate sealed cover kept inside the main cover. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder.
- 7.2 The price quoted shall be firm and final for the entire period of contract.
- 7.3 Nothing extra will be paid towards taxes, if tax rates are increased during the currency of contract. However benefit of reduction in taxes will be passed on to the Government.
- 7.4 Terms of payment as stated in the Tender Documents shall be final.
- 7.5 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- 7.6 All rates shall be written both in figures and in words. Corrections, if any are to be made by crossing out, initialing and rewriting by the person signing the Tender document. In case of any discrepancy between the words and the figures, the rates indicated in the words shall prevail. All overwriting/cutting, insertion needs to be authenticated.

8. Validity of the Bids:

The bids shall be valid for a period of 90 days from the date of opening of the tenders. Offer not accompanied by Earnest money of the requisite amount or without proper validity will be summarily rejected.

9. Opening of Tender:

The bidder is at liberty, either himself or to authorize, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

10. Bid forms and Criterion for Evaluation of Tender:

The tender should be submitted in two covers; One super-scribing "**Qualification Bid**" and Second "**Financial Bid**" and both the envelopes are to be put in another envelope and this envelope should be superscribed "**Tender for Office Upkeep**". All

the three envelopes are to be duly sealed. Qualification Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Qualification Bid. All pages of original bid shall be signed by the person or persons signing the bid.

The Time, Date and Venue of the opening of Financial Bid will be intimated only to those Bidders, whose qualification Bid is accepted after evaluation of details and documents furnished in Annexure-I and Annexure IV. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both qualification Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank. Financial Bid of the qualified bidders only will be opened.

Tender should be submitted to **ADG (TERM) Pune, Room No.2, O/o DDG (TERM), CTO Compound, Behind GPO, Church Road, Camp, Pune, Maharashtra, India-411001 not later than 15:00 Hrs of 28.06.2011.**

A prospective bidder requiring any clarification on the Bid document shall notify this office in writing. This office shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

At any time, prior to the date of submission of bid, TERM Pune may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

The amendments shall be notified in the Tender document uploaded on the DoT website www.dot.gov.in which will be binding on all the prospective bidders.

The bidder shall bear all costs associated with the preparation and submission of the bid. TERM Pune in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

The competent authority reserves the right to annul any or all bids without assigning any reason.

The bidder shall quote the Qualification & Financial bids as per the formats enclosed at **Annexure I & II** respectively.

11. Bid opening and Qualification Bid Evaluation:

TERM Pune shall open the Qualification bid cover containing documents detailed as per Annexure I and Annexure IV in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. After scrutiny and evaluation of the qualification Bids, TERM Pune will Shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on to such qualified bidders. The Financial Bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in qualification bid and Annexure IV.

12. Financial Bid Evaluation:

Financial Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.

If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, TERM Pune will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by TERM Pune.

13. Right of Acceptance:

The Competent authority reserves all rights to reject any tender including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it-self to accept the lowest or any specific tender. The decision of competent authority in this regard shall be final and binding.

14. Communication of Acceptance:

TERM, Pune shall consider placement of letter of intent to the bidder whose offer has been found technically, commercially and financially acceptable. The successful bidder shall, within seven days of issue of letter of intent, give his acceptance followed by submission of performance security in conformity with clause # 15 of this section of the Tender document.

15. Security Deposit:

15.1 The successful bidder will have to deposit an amount of Rs. Rs.12,000/- (Rupees twelve thousand only) as Performance Security Deposit within 15 days from the date of acceptance of the Tender in the form of the Account Payee Demand Draft of any Nationalized Bank or Bank Guarantee drawn in favour of “**Communication Accounts Officer O/o CCA (Maharashtra)**” payable at “**Mumbai**”. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the bidder. The Performance Security Deposit will not be adjusted against any payment due to the firm from this office.

15.2 The Bank Guarantee/ demand draft can be forfeited by order of the competent authority in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order.

15.3 The Security Deposit will be refunded on successful completion of the contract. No interest is payable on the Security Deposit.

16. Legal:

16.1. The contractor 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.

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

16.3. The contractor 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.

16.4. In case, the contractor 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.

16.5 The Agreement in the prescribed proforma as per Annex –X shall be duly executed by both the parties on Stamp Paper of Rs. 100 at the cost to be borne by the contractor.

17. Condition regarding near relative(s)

The near relatives of employees of this office are prohibited from participation in this tender. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

18. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned in this NIT, the Competent Authority will have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by this office in that event and the security deposit in the form of Bank Guarantee/Demand Draft shall be encashed.

19. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the competent authority. The competent Authority will be at liberty to refuse the permission if deemed fit.

20. The tender is not transferable. Only one tender shall be submitted by one bidder.

21. Terms of payment:

21.1 No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

21.2 All payments shall be made by cheque only, in the name of the contractor.

21.3 The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

21.4 The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

21.5 The payment shall be made only to the contractor and on monthly lump sum basis as per actual service.

21.6 In case of any reduction of taxes and statutory levies (if any) during the contractual period, this office shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.

22. Arbitration:

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitration of the DDG (TERM) Pune or in case his designation is changed or its 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 DDG (TERM) Pune or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the DDG (TERM) Pune or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the DDG (TERM) Pune 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 a DOT employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOT employee he has expressed views on all or any 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, being transferred or vacating his office or being unable to act for any reasons whatsoever such DDG (TERM) Pune or the said officer shall appoint another person to act as arbitrator in accordance 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. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid 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. The venue of the arbitration proceeding shall be the office of DDG (TERM) Pune at Pune or such other places as the arbitrator may decide.

23. Set Off:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by DDG (TERM), Pune and set off the same against any claim of DDG (TERM), Pune for payment of a sum of money arising out of this contract or under any other contract made by contractor with DDG (TERM), Pune.

24. Termination of contract:

24.1 In case of any default by the Contractor in any of the terms and conditions (whether General or Special), DOT may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 1 week notice in writing to the Contractor.

24.2 All instructions, notices and communications etc. under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.

Notwithstanding anything contained herein, DOT also reserves the right to terminate the contract at any time or stage during the period of contract, by giving one week notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.

25. Termination for insolvency:

This office may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

26. Insurance:

The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the contractor. The contractor shall arrange necessary insurance cover for any persons deployed by him even for short duration. This office shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on this office, the same shall be reimbursed /indemnified by the contractor.

27. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is 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 (Hereinafter 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 events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of TERM Pune as to whether the supplies 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 option terminate the contract.

Section 4. QUALIFICATION REQUIREMENTS FOR THE BIDDER

The bidder should fulfill the following Qualification specifications:

1. The Registered Office or one of the Branch Offices of the bidder should be located in Pune city.
2. The bidder should be registered with the appropriate registration authority.
3. The bidder should have at least three years experience in providing similar services to Public Sector Companies / Banks and Government Departments etc.
4. The Bidder should have its own Bank Account.
5. The Bidder should be registered with Income Tax and Service Tax departments.
6. The Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees state Insurance Acts.
7. The Bidder should have a minimum financial turnover of Rs. 10 Lakhs per annum during the last two financial years.

Section 5. QUALIFICATION REQUIREMENTS FOR THE CONTRACTED EMPLOYEES:

1. Must be between 18-40 years in age, having good health.
2. Must be a citizen of India.
3. Antecedents must have been got verified by the agency from the local police authorities.
4. Should be at least 8th Std passed (for unskilled category) and should be a Graduate (for semi skilled category) with at least one year's experience in similar jobs (See scope of work in Annexure-V).
5. Should have a good knowledge of Marathi and Hindi (For unskilled) and Marathi, Hindi and English (For semiskilled)
6. The semiskilled manpower must have a good knowledge of computers/data entry and typing.
7. The skills of the Contracted employees provided for this office shall be ascertained and verified by Director (TERM) Pune and shall be accepted for job only if found satisfactory.
8. All claims are to be backed up by documentary evidences in original.
9. Documents mentioned in clause # 12 of section 6 below in Terms and conditions section, are required before deployment for Job/ services.

(The qualifications of the manpower to be deployed should not be submitted during the tender, only successful bidder shall be asked to submit the same)

Section 6. SPECIFIC TERMS AND CONDITIONS:

1. This office has initial requirement for **one unskilled and one semi-skilled manpower**. The contract will remain valid for a period of one year from the date of award of contract , unless it is curtailed or terminated by this Office owing to deficiency of service, sub-standard quality of Attendants 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 contractor 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. However, no change in the value of tender shall be allowed, except in case of revision in the minimum wages or taxes notified by the Government Authorities and subject to the approval of competent authority.
4. The contractor 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.
5. The requirement of the manpower may further increase or decrease during the period of contract and the contractor must provide additional manpower, if required, on the same terms and conditions and rates.
6. The bidder will be bound by the details furnished by him / her to this Office, while submitting the tender 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.
7. Financial bids of only those bidders who are qualified shall be evaluated.
8. This Office reserves right to terminate the contract after giving seven days notice to the contractor.
9. The contractor shall ensure that the manpower conforms to the Qualification specifications prescribed in this Tender Document.
10. The area for cleaning, sweeping and mopping shall be as per the current and future availability of office space under control of TERM Pune.

11. The manpower deployed by the contractor shall be required to work normally as per the Office working days, i.e. from Monday to Friday from 09:00 hrs to 18:00 hrs with a lunch break of ½ hour. 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. If deputed for any official work outside the office within Pune city, the contracted employees shall not be entitled any other emoluments except only the actual bus fare for the purpose. The contracted employees may be asked to work overtime on occasions and demands of work load.
12. The contractor shall furnish the following documents in respect of the individuals who will be deployed by it in this Office before the commencement of work:
 - a. List of manpower to be deployed by agency in this office containing full details i.e. date of birth, marital status, address etc.
 - b. Bio-data.
 - c. Character certificate from a Gazetted officer of the State /Central Government.
 - d. Certificate of verification of antecedents of manpower by local police authority.
13. In case, the manpower deployed by the contractor commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence and security risks, the contractor will be liable to take appropriate action against such manpower, including removal from site of work, if required, within 2 days of being brought to their notice.
14. The contractor shall provide identity cards to the manpower deployed in this Office carrying the photograph of the personnel and personal information as to name, DOB, and Identification mark etc.
15. The contractor shall ensure that any details of office, operational process, Qualification know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its manpower deployed in this Office.
16. The contractor shall ensure proper conduct of manpower deployed in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering etc without work.
17. In case, the contracted employees are 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 #19 of this section will be applicable.
18. The contractor shall depute a coordinator, for the manpower deployed, who would be responsible for immediate interaction with the Department of Telecommunications so that optimal services of the manpower deployed by the contractor could be availed without any disruption.
19. The contractor shall immediately provide a suitable substitute in the event of any manpower leaving the job due to his / her personal reasons. **The delay by the contractor in providing a substitute beyond three working days shall attract liquidated damages @ Rs.100 per day (per such case) on the contractor, besides deduction in payment on pro-rata basis.**
20. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the manpower deployed by it, in this Office and this Office will have no liabilities in this regard.
21. For all intents and purposes, the contractor shall be the Employer within the meaning of different Labour Legislations in respect of Attendants so employed and deployed in this Office. **The manpower deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against this office.**
22. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to the manpower deployed. This Office shall, in no way, be responsible for settlement of such issues whatsoever.
23. 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 for payment towards any compensation.

24. The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular /confirmed employees of this Office during the currency or after expiry of the contract.
25. In case of termination of this contract on its expiry or otherwise, the manpower deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular /otherwise capacity in the DoT, Ministry of Communications & IT.
26. The contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees state Insurance etc. in respect of the manpower deployed by it in this Office. The contractor should be registered with appropriate authorities.
27. The contractor shall also be liable for depositing all taxes, levies, CESS etc. on account of services rendered to this Office, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
28. The contractor shall maintain all statutory registers under the applicable Law. The contractor 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 contractor by this Office.
30. In case, the contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Office is put to any loss / obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the contractor, to the extent of the loss or obligation in monetary terms.
31. The Qualification Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs.5,000/- (Rupees Five Thousand Only) in the form of Demand Draft / Pay Order drawn in favour of **“Communication Accounts Officer O/o CCA (Maharashtra)”**, payable at **“Mumbai”**, failing which the tender shall be rejected.
32. The EMD in respect of the bidders which do not qualify the Qualification Bid (First Stage) /Financial Bid (Second competitive stage) shall be returned to them without any interest. **Further, if the contractor fails to deploy manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
33. Bids, offering rates which are lower than the current minimum wages (as applicable for Pune Region and specified by the state labour department under the Minimum Wages act) for the pertinent category, would be rejected.
34. The contractor will have to deposit a Performance Security Deposit for a sum of Rs. 12,000/- 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 of **“Communication Accounts Officer O/o CCA (Maharashtra)”**, payable at **“Mumbai”** from a Nationalized Bank. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the contractor.
35. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the contractor will be liable to be forfeited by this Office besides annulment of the contract.
36. The contractor shall raise the bill, in triplicate, along with attendance sheet [duly verified by the officer incharge in respect of the contracted employees and submit the same to this Office in the first week of the succeeding month.
37. The claims in bills regarding contracted employees state Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be withheld till such proof is furnished, at the discretion of this Office.

38. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Department of Telecommunications, Office of DDG TERM, Pune.
39. The Deputy Director General (TERM) PUNE DoT, Dept 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 bidders, in case proper justification is presented.
40. The required manpower should possess required skills and qualifications as described in the bid form and their responsibilities shall be as mentioned in the bid form. The requirement of man power for the office may increase or decrease during the period of contract.

ANNEXURE-II

Section 8. FINANCIAL BID

No. DDG/TERM/ Pune/Tenders/Office Upkeep/2011-12

Dated:

(To be enclosed in a separate sealed envelope)

1. Name of the Bidder : _____
2. Details of Earnest Money Deposit : Rs. _____
DD/ PO No. & Date : _____
Drawn on Bank : _____
3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as currently applicable in the Pune region **and specified by the state labour department under the Minimum Wages act** as on for **Unskilled/Semi-Skilled Daily Wage Workers on per month basis** and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, CESS etc.).

Sl. No.	Component of Rate	Unskilled category (Rs)	Semi skilled category (Rs)
1	Monthly Rate		
2	Employees Provident Fund @ ___%		
3	Employees state Insurance @ ___%		
4	Service Tax Liability @ ___%		
5	Contractors Adm. / Service Charge		
6	Total (Column 1 to 5)		

Total amount for manpower (one unskilled and one semi skilled): Rs _____

(In words): _____

- Terms and conditioned mentioned in this tender are applicable.
- The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
- The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each contracted employee during the month.

- Signature of authorized person
- Date:
- Full Name:
- Place:
- Seal :

ANNEXURE-III

Section 9. 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 documents would lead to rejection of my tender at any stage besides liabilities under appropriate laws.

- Signature of authorized person
- Date:
- Full Name:
- Place:
- Seal :

ANNEXURE-IV

Section 10. ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE QUALIFICATION BID

1. Qualification Bid form in the above format;
2. Attested copy of Registration certificate with Labour Department;
3. Work experience of similar work during the past 3 years;
4. Certified copy of the statement of bank account of agency for the last two years;
5. Attested copy of PAN / GIR Card;
6. Attested copy of the IT return filed for the last two financial years;
7. Certified document in support of financial turnover of the agency.
8. Attested copy of Service Tax registration certificate;
9. Attested copy of the P.F. registration letter / certificate;
10. Attested copy of the E.S.I. registration letter / certificate;
11. Certified documents in support of entries in column 13 of Qualification Bid form;
12. Copy of this Tender Document with each page duly signed and stamped by the authorized signatory of the agency in token of their acceptance of terms and conditions.
13. Authorization letter in the form of Declaration as per Annexure-III.
14. Certificate of compliance to Minimum Wages Act as per Annexure- VI.
15. Certificate regarding near relatives as per Annexure-VII.
16. Certificate for the documents downloaded from the Website as per Annexure-VIII.

ANNEXURE - V

Section 11. SCOPE OF WORK

A. For Semi- Skilled Employee

1. Checking of documents like Customer Application Forms for errors
2. Making reports on computer.
3. Checking and processing of forms for OSP registration.
4. Data Entry and typing works on computer.
5. Preparing bills and statements.
6. Assisting in the arrangement of meetings, inspections.
7. Assisting in accounting works.
8. Register and file keeping.
9. Any other office work as and when assigned.

B. For Unskilled Employee

1. Opening and closing of the Office.
2. Regular cleaning of office premises, dusting of furniture, etc so as to maintain general cleanliness and hygiene in office.
3. Making arrangements for tea, coffee, water etc during the meetings and routinely to the officers and other official visitors.
4. Photocopying, making sets of reports and other general office documents.
5. Dispatch and delivery of official letters by messenger, ordinary post and registered post.
6. Distribution of office letters & files of general nature among the officers.
7. Any other general tasks suitable for an office assistant.

ANNEXURE-VI

Section 12. CERTIFICATE OF MINIMUM WAGES TO BE SUBMITTED BY THE BIDDER

I/We.....M/s.....
.....
..... hereby certify that we shall comply with the minimum

wages Act that are to be paid to the labourers engaged by us vide Latest rate as fixed by the state Labour Commissioner in Pune region 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 shall comply with the ESI, EPF, Service Taxes and other mandatory charges regularly as per the existing rules without any fail.

Dated:

Signature of the Bidder with seal

Place:

ANNEXURE-VII

Section 13. CERTIFICATE REGARDING NEAR RELATIVES

I S/O resident of hereby certify that none of my near relative(s) as defined below is/are employed in DoT/TERM Cell / CCA . In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have absolute right to take any action as deemed fit without any prior information to me.

Definition: The near relatives of all employees working in the Department of Telecommunications (TERM Cell/ CCA/ DoT); either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family,
- (b) They are husband and wife,
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother-in-law).

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

(In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company)

ANNEXURE-VIII

Section 14. CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE WEBSITE

In case the tender document is downloaded from the web site a declaration in the following Performa has to be furnished.

"I..... (Authorised signatory) hereby declare that the tender document submitted has been downloaded from the website <http://www.dot.gov.in> and no addition/deletion/correction has been made in the document downloaded. I also declare that I have enclosed a DD/Bankers Cheque No. Datedfor Rs..... towards the cost of tender document along with Qualification Bid".

In case at any stage, it is found that the information given above is false/ incorrect, DoT shall have the absolute right to take any action as deemed fit without any prior intimation.

SIGNATURE OF THE BIDDER WITH SEAL

ANNEXURE-IX

Section 15. PROFORMA OF SECURITY DEPOSIT BANK GUARANTEE

1. In consideration of Deputy Director General (TERM) , Pune (hereinafter called DDG TERM Pune) having agreed to exempt _____(hereinafter called the said contractor from the demand of security deposit/earnest money of Rs_____/ - on production of Bank Guarantee for Rs_____/ - for the due fulfillment by the said contractor of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as "the bank") at the request of _____ contractor do hereby undertake to pay to "**Communication Accounts Officer O/o CCA (Maharashtra)**", an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the DDG (TERM) Pune, by reason of any breach by the said contractor's of any terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG (TERM) Pune stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DDG (TERM) Pune, reason of breach by the said contractor's of any of the terms & conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the DDG (TERM) Pune in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs_____/ -.
3. We undertake to pay to the "**Communication Accounts Officer O/o CCA (Maharashtra)**", any money so demanded notwithstanding any disputes raised by the contractor in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor shall have no claims against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee therein Contained shall remain in force and effect immediately for a period of 14 months from date herein. Notwithstanding the aforesaid, this bank Guarantee shall be for a sum of not exceeding Rs._____ and for a period of 14 months from the date of issue i.e._____. We are liable to pay the guaranteed amount or part thereof under this bank guarantee if we are served upon written claim or demand on or before _____ and thereafter bank will not be liable for any claim or demand whatsoever.
5. We (name of the bank) _____ further agree with the DDG (TERM) Pune that the DDG (TERM) Pune shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & Signature & Seal of the contractor conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time to time any of the powers exercisable by the DDG (TERM) Pune, against the said contractor and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, and or any omission on the part of DDG (TERM) Pune, or any indulgence by the DDG (TERM) Pune, to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor.
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the DDG (TERM) Pune.

Dated: _____

For _____
(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act

ANNEXURE-X

Section 16. AGREEMENT (Duly executed by both the parties on Stamp Paper of Rs. 100/-)

The agreement made on this..... day of (month)..... (Year)..... between M/S Herein after called "The Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the other in after referred to as the DoT, of other part. Whereas the contractor has offered to enter into contract with the said DoT in section for providing unskilled and semiskilled manpower in O/o DDG (TERM) Pune/ jurisdiction on the terms and conditions herein contained and the rates approved by the DDG (TERM) Pune / (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:

1. The contractor shall, during the period of this contact that is to say from (Date) to (Date)..... or completion of work for Rs..... (In words)..... whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of manpower employed at his own expenses and by means of tools, implements and equipment etc. to supplied by him to his manpower at his own expense, all other associated works as described in Bid documents (annexed to the agreement), when the DDG (TERM) Pune / or any other persons authorized by the DDG (TERM) Pune / in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
3. The contractor shall also supply the requisite number of manpower with means & materials as well as tools, appliances, machines, implements, transportation, cartage etc. required for the proper execution of work within the time prescribed in the work order.
4. The contractor hereby declares that nobody connected with or in the employment of the O/o DDG (TERM) and/or O/o CCA Department of Telecommunications; is not/shall not ever be admitted as partner in the contract.
5. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the DoT having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present have here into set their respective hands and seals the day, year in.....

Signature on behalf of DoT

Name:

Designation:

Seal:

Agreement signed in the presence of

Witness 1:

Signature:

Name:

Signature on behalf of Contractor

Name:

Designation:

Seal:

Witness 2:

Signature:

Name: