



सत्यमेव जयते

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



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

Open Tender No. : DDG (TERM) Pune/ACCT-17/Tenders/Office Upkeep/2009-10

Dated: 01/02/2010

BID DOCUMENT

For providing unskilled and semi-skilled upkeep and housekeeping Job work /Services for the office of DDG (TERM) Pune, Department of Telecommunications, Office of Communication and IT

Not transferable

Price of Bid Document: Rs. 100/-

Contents of Tender Document

S. No.	Description of contents	Page
1.	Tender Notice	3
2.	Definitions and General instructions for bidder	5
3.	Qualification requirements for the bidder and the contracted employees	7
4.	Terms and Conditions	8
5.	Tender Application -Qualification Bid [Annexure-I]	11
6.	Tender Application-Financial Bid [Annexure-II]	12
7.	Declaration [Annexure-III]	13
8.	Order for arrangement of documents with the qualification bid [Annexure-IV]	14
9.	Scope of work [Annexure-V]	15

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

DEFINITIONS

- 1- **TERM** – Telecom enforcement resources and monitoring cell of the Dept of telecommunications.
- 2- **The Office** - The O/o DDG (TERM) Pune, Department of Telecommunications located at CTO Compound, Behind GPO, Church Road, Camp, Pune-411001
- 3- **Bidder** – The person or company/firm/agency participating in the tender.
- 4- **Qualification Bid** – A sealed document proving the qualifications of the bidder.
- 5- **Financial Bid** – A sealed document stating the rates quoted by the bidder.
- 6- **Contracted employee** – The manpower deployed by the successful bidder to perform the required jobs at the quoted rates in this Office.
- 7- **CCA** – The controller of communication accounts, also the paying authority.
- 8- **Competent authority** – DDG (TERM) Pune, Dept of Telecom.
- 9- **Jobs / services** – office upkeep and housekeeping for the O/o DDG (TERM) Pune.

GENERAL INSTRUCTIONS FOR BIDDERS

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 / Agency to provide unskilled and semi-skilled services to carry out various jobs in this office. (Described in detail in the Annexure - V.)
2. The contract is likely to commence from April 2010 and would continue till March 2011. The period of the contract may be further extended for a period of 1 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 selected service providing Bidder.
3. 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.
4. The tenders have been invited under **two bid system i.e. Qualification Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing **Qualification Bid for providing services of office upkeep and housekeeping** and **Financial Bid for providing services of office upkeep and housekeeping**. Both sealed envelopes should be kept in a third sealed envelope titled **Tender for providing services of office upkeep and housekeeping to the O/o DDG (TERM) Pune, Department of Telecommunications**.
7. The Earnest Money Deposit (EMD) of Rs.5,000 (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 Commercial Bank drawn in favour of **Communication Accounts Officer O/o CCA (Maharashtra), Payable at Mumbai**, valid for a period of **90 days**. Offer not accompanied by earnest money of the requisite amount or without proper validity will be summarily rejected.
8. The successful bidder 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 for drawn in favour of **Communication Accounts Officer O/o CCA (Maharashtra), Payable at Mumbai**. The performance security should remain valid for a period of **90 days** beyond the date of completion of all the contractual obligations of the supplier.
9. The tendering Companies / Firms / Agencies 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** :

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

11. 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. **No overwriting or corrections are permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the corrections, if any, in the Qualification Bid application must be initiated by the person authorized to sign the tender bids.

12. The envelope containing Qualification Bid shall be opened first on the scheduled date and time and venue in the presence of the representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time. Qualification bids shall be evaluated by the competent authority. Financial bids of qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date & place mentioned above in presence of short listed contractors or their authorized representatives.

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

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

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. 25 Lakhs per annum during the last two financial years.

QUALIFICATION REQUIREMENTS FOR THE CONTRACTED EMPLOYEES

1. Must be between 20-40 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 ascertain 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 # 11 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)

TERMS AND CONDITIONS

1. The contract shall commence from April 2010 tentatively 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 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 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. 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 contracting 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.
5. The requirement of the manpower may further increase or decrease during the period of contract and the contracting Bidder 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 during initial period also after giving a week's notice to the contracting agency.
9. The contracting agency shall ensure that the manpower conforms to the Qualification specifications prescribed in this Tender Document.
10. The manpower deployed by the agency shall be required to work normally as per the Office working days, i.e. from Monday to Friday from 09:30 hrs to 18:30 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.
11. The successful Bidder 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 Central /State Government.
 - d. Certificate of verification of antecedents of manpower by local police authority.
12. In case, the manpower deployed by the successful Bidder commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence and security risks, the successful Bidder 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.

13. The bidder 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.
14. The bidder 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.
15. The bidder shall ensure proper conduct of manpower deployed in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering etc without work.
16. 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 18 will be applicable.
17. The successful bidder 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 successful bidder could be availed without any disruption.
18. The successful bidder shall immediately provide a suitable substitute in the event of any manpower deployed the job due to his / her personal reasons. **The delay by the successful bidder in providing a substitute beyond three working days shall attract liquidated damages @ Rs.100 per day (per such case) on the successful bidder, besides deduction in payment on pro-rata basis.**
19. It will be the responsibilities of the successful bidder 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.
20. For all intents and purposes, the successful bidder 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 successful bidder 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.**
21. The successful bidder 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.
22. This Office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by successful bidder in the course of their performing the functions/duties, or for payment towards any compensation.
23. The manpower deployed by the successful bidder 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.
24. In case of termination of this contract on its expiry or otherwise, the manpower deployed by the successful bidder 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 Department of telecommunications, Office of Communications & IT.
25. 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 manpower deployed by it in this Office. The bidder should be registered with appropriate authorities.
26. The successful bidder shall also be liable for depositing all taxes, levies, CESS etc. on account of service rendered by it to this Office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
27. The successful bidder shall maintain all statutory registers under the applicable Law. The successful bidder shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.
28. 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 successful bidder by this Office.

29. In case, the successful bidder 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 successful bidder, to the extent of the loss or obligation in monetary terms.

30. 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.**

31. 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. However, the E.M.D. in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. **Further, if the successful bidder 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.**

32. Bids, offering rates which are lower than the minimum wages (as applicable for Pune Region) for the pertinent category, would be rejected.

33. The successful bidder 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 Commercial Bank. The performance security should remain valid for a period of **90 days** beyond the date of completion of all the contractual obligations of the successful bidder.

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

35. The successful bidder 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.

36. 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.

37. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Department of Telecommunications, Office of Communications & IT, New Delhi.

38. 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.

Annexure-I

QUALIFICATION BID

No. DDG (TERM) Pune/Tenders/Office Upkeep/2009-10

Dated: 01/02/2010

(To be enclosed in a separate sealed envelope)

1. Name of Tendering Company/ Firm / Agency (Attach certificate of registration)

2. Name of proprietor / Director

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

6. Banker of bidder with full address (Attach certified copy of statement of A/c for the last three years)

Telephone Number Of Banker

7. PAN / GIR No. (Attach attested copy)

8. Service Tax Registration No. (Attach attested copy)

9. E.P.F. Registration No. (Attach attested copy)

10. E.S.I. Registration No. (Attach attested copy)

11. Financial turnover of the Bidder for the last 2 Financial Years (Attach separate sheet if space provided is insufficient)

Financial Year Amount (Rs. Lacs) (with remarks, if any)

2007-08:

2008-09:

12. Give details of the major similar contracts handled by the Bidder on behalf of PSUs and Government Departments during the last three years in the following format in a separate sheet. Attested copies of work orders may also be attached.

Year	Details of client along with address, telephone and FAX numbers	Amount Contract	Duration of Contract

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

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

ANNEXURE-II

FINANCIAL BID

No. DDG (TERM) Pune/Tenders/Office Upkeep/2009-10

Dated: 01/02/2010

(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 applicable in the Pune region on 01/02/2010 for **Unskilled/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	Any other liability (Pl. indicate)		
6	Contractors Adm. / Service Charge		
7	Total (Column 1 to 6)		

Total amount for manpower (one unskilled and one 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

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 :

ANNEXURE-IV

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. Attested copy of the statement of bank account of agency for the last three years;
5. Attested copy of PAN / GIR Card;
6. Attested copy of the IT return filed for the last financial year (2008-09);
7. Attested copy of Service Tax registration certificate;
8. Attested copy of the P.F. registration letter / certificate;
9. Attested copy of the E.S.I. registration letter / certificate;
10. Certified document in support of financial turnover of the agency.
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.

ANNEXURE - V

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 and Telemarketer 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 tasks suitable for such.

B. For Unskilled Employee

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

_____ End of Document _____