

# **TENDER**

For

## **“Office Upkeep & Housekeeping Services”**

in the

**O/o Deputy Director General**

**TELECOM ENFORCEMENT, RESOURCE AND MONITORING CELL**

**A & N, Wing ‘B’, 1st Floor, DTO Building, Near H. P. O, Port Blair - 744 101.**

**Department of Telecommunications  
GOVERNMENT OF INDIA  
Ministry of Communications & Information Technology**

**Tender No: TERM / A&N / HK / 2009 / 3**

**BID DOCUMENT**

**(Visit us at [www.dot.gov.in](http://www.dot.gov.in))**

**Non-transferable**

**Price of Bid Document: Rs.150.00**

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## TENDER NOTICE

1. Sealed tenders on behalf of the President of India, are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies / Firms / Agencies for providing services of office upkeep and housekeeping in O/o DDG(TERM), Government of India, Department of Telecommunications, A&N, Port Blair for a period of one year from the date of contract. The estimated cost of the tender is Rs. 1 lakh (approx).
2. Desirous companies/firms/agency may obtain tender documents w.e.f. 25.06.2009 on request in writing from DDO(TERM), A&N, O/o DDG(TERM), Wing 'B', 1<sup>st</sup> Floor, DTO Building, Near HPO, Port Blair, A&N,-744101 (Phone No.244141) (on all working days between 10.00 hours and 13.00 hours) up to 16.07.2009 on payment of Rs.150/- (non- refundable) in the form of Demand draft or Pay order from any scheduled bank drawn in favour of Deputy CCA, O/o CCA, Department of Telecommunications, A&N.
3. Tender documents downloaded from the DOT web site- [www.dot.gov.in](http://www.dot.gov.in) are also acceptable provided the requisite tender fee/cost i.e Rs.150/- is enclosed in the form of Account Payee Demand Draft or Pay order from any of the scheduled Bank in favour of "Deputy CCA, O/o CCA, Department of Telecommunications, A&N" at the time of submission of bid document.

4. **Schedule –**

Date & time of issue of Bid Document	:	25.06.2009 to 16.07.2009 (Time 1000 hrs to 1300hrs.) (Mon. – Fri.)
Last date & time for receipt of tenders	:	16.07.2009, Time 1500 hrs.
Date & Time for opening of Technical Bid	:	16.07.2009, Time 1530 hrs.
Date & Time for opening of Financial Bids	:	To be notified later for technically qualified bidders
Place of opening the Tenders	:	O/o DDG(TERM), Wing 'B', 1st Floor, DTO Building, Near HPO, Port Blair, A&N-744101.
Validity of Bids	:	180 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.2,000/- and other requisite documents from 1000 hrs on 25.06.2009 up to 1500 hours on 16.07.2009 in the Tender Box kept in O/o DDG(TERM), Wing 'B', 1<sup>st</sup> Floor, DTO Building, Near HPO, Port Blair, A&N. Tenders received without the requisite Earnest Money Deposit (EMD) of Rs.2,000 (Rupees Two Thousand only) shall be rejected outright and returned to the bidder without opening financial bid. Any tender received after the deadline for submission of bids prescribed shall be rejected and returned unopened to the bidder.
6. **Tender Evaluation:** Rates should be quoted for both the items (i.e. Sl.no.1& Sl.no.2 of Item 3 of the Annexure – II) mentioned in the Financial bid. No item should be left blank. Financial bids of only those bidders, whose technical bids have been evaluated and found responsive, shall be opened and evaluated. The evaluation and comparison of responsive bids shall be done on the basis of net cost to the department.
7. The DDG(TERM), A&N, Department of Telecommunications 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), Department of Telecommunications, Port Blair, A & N, in this regard shall be final and binding on all.

8. The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

**(V. S. ILANTHIRAI)**  
**DIRECTOR**  
**Telecom Enforcement Resource**  
**and Monitoring Cell**  
**O/o Deputy Director General,**  
**ANDAMAN & NICOBAR ISLANDS,**  
**Wing 'B', 1st Floor, DTO Building,**  
**Port Blair - 744 101.**

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The O/o DDG(TERM), A&N located at Wing 'B', 1<sup>st</sup> Floor, DTO Building, Near HPO, Port Blair, A&N, requires the services of reputed, well established and financially sound Manpower Companies / Firms / Agency to provide services of office upkeep and housekeeping.
2. The contract is likely to commence from Aug / Sep 2009 and would continue till July / Aug 2010. The period of the contract is for one year and it may be further extended for a period of 1 year or part there of, after the completion of contract provided the requirement of the Office for such services persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Company / Firm / Agency. This Office, however, reserves right to terminate this initial contract at any time after giving one week notice to the selected service providing Company / Firm / Agency.
3. This Office has initial requirement for services of one unskilled and one semi-skilled manpower. The work requirement for unskilled and semi-skilled is described below:
  - I) For unskilled Manpower
    - a. Regular cleaning, sweeping and mopping of the office area, dusting of furniture etc. so as to maintain general cleanliness and hygiene in office.
    - b. Making arrangements for tea, coffee, water etc. during the meetings and routinely to the officers of TERM Cell and other official visitors/representatives.
  - II) For Semiskilled Manpower
    - a. Photocopying, making sets of reports and other general office documents
    - b. Dispatch and delivery of official letters by messenger, ordinary post and registered post
    - c. Distribution of office dak & files of general nature among the officers.
4. The interested Companies / Firms / Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.2,000 in favour of Deputy CCA, O/o CCA, Department of Telecommunications, A&N, and other requisite documents from 25.06.2009 to 16.07.2009 between 1000 Hrs. to 1500 Hrs. in the Tender Box kept in Wing 'B', 1<sup>st</sup> Floor, DTO Building, Near HPO, Port Blair, A&N.
5. The various crucial dates relating to **"Tender for Providing Services of office upkeep and housekeeping to O/o DDG(TERM), Department of Telecommunications, A&N"** are cited as under :

i)	Date of issue of Bid Document	:	25.06.2009 to 16.07.2009 (Time: 1000 hrs to 1300hrs.) (Mon. – Fri.)
ii)	Last date & time for receipt of tenders	:	16.07.2009, Time 1500 hrs.
iii)	Place of opening the Tenders	:	O/o DDG(TERM), wing B, First floor, DTO Building, Near HPO, Port Blair, A & N-744101.
iv)	Date & Time for opening of technical bids	:	16.07.2009, Time 1530 hrs.
v)	Date & Time for opening of financial Bids	:	To be notified later for technically qualified bidders
vi)	Validity of Bids	:	180 days from the date of Opening of tenders.
vii)	Likely date for commencement of services	:	Aug / Sep 2009

6. The tenders have been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bids for Providing services of office upkeep and housekeeping to O/o DDG(TERM), Department of Telecommunications, A&N**" and "**Financial Bids for Providing services office upkeep and housekeeping to O/o DDG(TERM), Department of Telecommunications, A&N**". Both sealed envelopes should be kept in a third sealed envelope super scribing "**Tender for Providing services of office upkeep and housekeeping to O/o DDG(TERM), Department of Telecommunications, A&N**"
7. The Earnest Money Deposit (EMD) of Rs.2,000 (Rupees Two Thousand only), refundable (without interest), ***should necessarily be accompanied with the Technical Bid*** of the agency in the form of Demand Draft / Pay Order from any of the Scheduled bank drawn in favour of Deputy CCA, O/o CCA, Department of Telecommunications, A&N 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 tenderer will have to deposit a Performance Security Deposit for a sum of Rs.10,000/- 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 in favour of Deputy CCA, O/o CCA, Department of Telecommunications, A&N or Fixed Deposit Receipt (FDR) from a Commercial Bank. made in the name of the Company / Firm / Agency **but hypothecated to the Deputy CCA, O/o CCA, Department of Telecommunications, A&N**. The performance security should remain valid for a period of 14 months from the date of commencement of contract.
9. The tendering Companies / Firms / Agencies are required to enclose photocopies of the following documents (Duly attested by Gazetted Officers) along with the Technical Bid, **failing which their bids likely to be rejected.**
  - (a) Copy of the certificate of Registration of firm with appropriate authority / Department
  - (b) Copy of PAN / GIR card;
  - (c) Copies of EPF registration certificates;
  - (d) Copy of the Service Tax registration certificate;
  - (e) Work experience of providing unskilled/semi-skilled manpower for at least six months.
10. **The conditional bids shall not be considered and will be out rightly 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 cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid of application must be initialed by the person authorized to sign the tender bids.
12. The DDG (TERM), Department of Telecommunications, A & N reserves the right to annul any or all bids without assigning any reason.
13. The envelope containing Technical Bid shall be opened first on the scheduled date and time (At 1530 hrs on 16.07.2009), in Wing 'B', 1<sup>st</sup> Floor, DTO Building, Near HPO, Port Blair, A&N in the presence of the authorized representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time. Performance on Technical Bids shall be evaluated by the competent authority. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date & place to be notified later in presence of short listed contractors or their authorized representatives. The DDG (TERM), Department of Telecommunications, A & N reserves the right to annul any or all bids without assigning any reason.

14. The successful bidder has to produce all the relevant original documents as and when directed before the time of awarding the work.
15. DDG (TERM) cell may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder.
16. The bidder shall quote the technical & financial bids as per the format enclosed at **Annexure I, II & III.**

### **TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM / AGENCY**

1. The tendering manpower Company / Firm / Agency should fulfill the following technical condition;
  - (a) The Registered Office or one of the Branch Office's of the manpower Company / Firm / Agency should be located in A & N;
  - (b) The Company / Firm / Agency should have at least six months experience in providing semi-skilled / unskilled manpower to Public Sector Companies / Banks / Government Departments etc;
  - (c) The Company / Firm / Agency should have its own Bank Account;
  - (d) The Company / Firm / Agency should be registered with Service Tax departments and should have PAN provided by Income Tax department;
  - (e) The Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund;
  - (f) The company / Firm / Agency should be registered with appropriate registration authority.
  - (g) The successful bidder has to obtain and submit the labour office registration certificate with in a time period specified by this office after the award of contract.

### **TECHNICAL REQUIREMENTS FOR THE PERSONS DEPLOYED FOR SERVICES OF OFFICE UPKEEP AND HOUSEKEEPING IN THE O/o DDG(TERM).**

1. She / he should be able to understand and speak Hindi / English to perform the task of unskilled labour. For semiskilled labour category, he /she should be able to read/write addresses and names in Hindi / English. The nature of services shall include carrying out all the functions generally performed in the Government Offices by attendants and such other duties as may be assigned to him/her. The manpower to be engaged should be between **18-40 years** in age.
2. His / her antecedents should have been got verified by the agency from the local police authorities.

## TERMS AND CONDITIONS

### General

1. The contract is likely to commence from August / September 2009 and shall continue for a period of one year, unless it is curtailed or terminated by this Office owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements of work.
2. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and this Office.
3. The contract may be extended, on the same terms and conditions for a further period not exceeding one year.
4. The contracting Company / Firm / Agency 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 Office, at present, has requirement of one unskilled and one semi-skilled manpower. The requirement of the Office may further increase or decrease during the period of initial contract also and the tenderer would have to provide additional manpower, if required on the same terms and conditions.
6. The tenderer 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 tenderers who are technically responsive shall be evaluated.
8. The DDG (TERM), Department of Telecommunications, A&N 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 deployed in the O/o DDG (TERM), A&N conforms to the technical specifications of age and language skills prescribed at page No.7 of the Tender Document.
10. The manpower employed by the agency shall be required to work normally as per the Office's working days, i.e. from Monday to Friday from 0900 hrs. to 1730 hrs. with half an hour lunch break. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. If called on Saturday, Sunday & holidays, the wages as applicable **will be paid for attending the office on such holidays**. The persons, if deputed for any official work outside the office within Port Blair, shall not be entitled any other emoluments except only the actual bus fare for the purpose.
11. The contracting Company / Firm / Agency shall furnish the following documents in respect of the individual persons who will be deployed by it in this Office before the commencement of work:
  - a. List of Persons short listed by agency for deployment in O/o DDG (TERM), Department of Telecommunications, A&N containing full details i.e. date of birth, marital status, address etc;
  - b. Bio-data of the persons.
  - c. Character certificate from a Gazetted officer of the Central / State Government.
  - d. Certificate of verification of antecedents of persons by local police authority.

12. In case, the person employed by the successful Company / Firm / Agency commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence and security risks, the successful Company / Firm / Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the Office within two days of being brought to their notice.
13. The tendering company shall provide identity cards to the personnel deployed in the Office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.
14. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the Office.
15. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.
16. The person deployed shall be required to report for work at 0900 hrs. to DDO(TERM) and would leave at 1730 hrs. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted. In case of repetition of such instances, clause 18 will be applicable.
17. The agency shall nominate and intimate a coordinator who would be responsible for immediate interaction with the officer nominated by O/o DDG (TERM), Department of Telecommunications, A&N so that optimal services of the persons deployed by the agency could be availed without any disruption.
18. The selected agency 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.100 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.**
19. It will be the responsibilities of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Office and this Office will have no liabilities in this regard.
20. For all intents and purposes, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of persons so employed and deployed in this Office. **The persons deployed by the agency in the Office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o DDG (TERM), Department of Telecommunications, A&N.**
21. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This Office shall, in no way, be responsible for settlement of such issues whatsoever.
22. This Office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
23. The persons deployed by the service providing agency 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 persons deployed by the service providing agency 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 O/o DDG (TERM), Department of Telecommunications, A&N.

## LEGAL

25. The tendering agency 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.
26. Tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to O/o DDG (TERM), Department of Telecommunications, A&N to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
27. The tendering agency 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.
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 agency by this Office.
29. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the O/o DDG(TERM), DDG (TERM), Department of Telecommunications, A&N 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 agency, to the extent of the loss or obligation in monetary terms.
30. In case of any mishap / accident / injury and loss of life during the course of execution of the work, the contractor will be fully responsible and liable to pay compensation, if any to the workmen as per Workmen Compensation Act.

## FINANCIAL

### 31. BID PRICES

- 1 Prices shall be quoted by the bidder as amount (in Rs.) as well as percentage rate (wherever relevant/applicable) in Financial Bid. In case of discrepancy, the percentage figure shall prevail.
- 2 The rates quoted should be inclusive of all statutory/taxation liabilities in force at the time of submission of bid.
- 3 Price Variation: The price quoted by the bidder shall ordinarily remain fixed during the entire period of contract and shall be subject to variation to a limited extent only under the conditions specified below. The bid should not be submitted with an adjustable price quotation since it is already taken care of here.

Price variation shall be applied only in case there is a change in the statutory parameters such as Minimum wages, EPF Contribution, ESI Contribution, Service Tax etc., caused by direct govt. action or legislation:

In that case, the respective " items of Annexure III – Rate Calculation" shall be modified as a result of the above-mentioned change, and the daily amount recalculated accordingly. The base values of the parameters will be the values prevailing on 25 June 2009.

Upward revision due to enhancement in minimum wage will be applicable only if the revised minimum wage is higher than the worker's wage quoted by the bidder in Annexure III. Downward revision due to decrease in minimum wage will be applicable if the revised minimum wage is lower than the immediate previous value of the minimum wage. Contractor's Admn/service charge (Annexure III) shall always remain fixed percentage rate.

In this matter, the decision of the competent authority shall be final and binding.

Documentary evidence has to be produced by the party seeking the revision. Revised pricing shall be given effect to only from the date of effect of the new rates as declared by the govt..

This price revision shall not give any right to the other bidders (who were not the lowest at the time of bid opening) to be reconsidered or their bids to be re-evaluated.

32. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs.2, 000/- (Rupees Two Thousand Only) in the form of Demand Draft / Pay Order of any scheduled bank in favour of Deputy CCA, O/o CCA, Department of Telecommunications, A&N **failing which the tender shall be rejected out rightly.**
33. The EMD in respect of the agencies which do not qualify the Technical 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 tenderer shall be adjusted towards the Performance Security Deposit. **Further, if the agency 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.**
34. Bids, offering rates which are lower than the minimum wages (as applicable for A&N) for the pertinent category, would be rejected.
35. The successful tenderer will have to deposit a Performance Security Deposit for a sum of Rs.10,000/- 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 of any scheduled bank in favour of Deputy CCA, O/o CCA, Department of Telecommunications, A&N or Fixed Deposit Receipt (FDR) from a Commercial Bank. made in the name of the Company / Firm / Agency **but hypothecated to the** Deputy CCA, O/o CCA, Department of Telecommunications, A&N. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.
36. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this Office besides annulment of the contract.
37. The payment will be made after completion of calendar month by calculating the actual number of days man power has been deployed multiplied by the daily rate figure arrived in the bid. The agency shall raise the bill, in triplicate, along with attendance sheet in respect of the persons deployed and submit the same to DDO (TERM) in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
38. The claims in bills regarding 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 held up till such proof is furnished, at the discretion of this department.
39. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the O/o DDG (TERM), Department of Telecommunications, A&N, Port Blair.
40. The DDG(TERM), Department of Telecommunications, A&N reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

41. The successful tenderer will have to execute an agreement, after remitting the performance security deposit, in a stamp paper worth Rs. 50/- (Rupees Fifty only) at his own expenses. After executing the agreement, the approved rate and contract shall be valid for ONE year from the date of execution of the agreement.
42. The successful tenderer has to obtain and submit the labour office registration certificate with in a time period specified by the this office after the award of contract.

**(V. S. ILANTHIRAI)**  
**DIRECTOR**  
**Telecom Enforcement Resource**  
**and Monitoring Cell**  
**O/o Deputy Director General (TERM)**  
**ANDAMAN & NICOBAR ISLANDS,**  
**Wing 'B', 1st Floor, DTO Building,**  
**Port Blair - 744 101.**

## Agreement

The successful bidder shall have to execute the following agreement:

This agreement is made on this ..... day of (month) ..... (year) ..... between M/s.

.....  
hereinafter called "the contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) and TERM Cell, DOT. Whereas the contractor has offered to enter into contract with TERM Cell, DOT for the execution of work under "Upkeep & housekeeping Services Contract" in TERM Cell, DOT, A&N, Port Blair, on the terms and conditions herein contained and the rates approved by TERM Cell, DOT (copy of rates annexed) have been duly accepted, and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender 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 contract, that is to say from ..... to ..... or completion of work for Rs ..... (Rupees ..... only) whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of workers employed for works shown in tender documents. 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, 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 hereby declares that nobody connected with or in the employment of TERM Cell, DOT is not/shall not ever be admitted as partner in the contract.
4. The contractor shall abide by the terms and conditions, rules, guidelines, job practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and TERM Cell, DOT having bearing on execution of work and payments of work to be done under the contract.
5. All the disputes are subject to the jurisdiction of the courts at Port Blair only.

In witness whereof the parties presents have hereinto set their respective hands and seals this day and year in

.....

Signature & stamp of the bidder:

Name: .....

Date: .....

Place.....

Above written, signed, sealed & delivered by the above named contractor in the presence of witnesses:

1.

2.

Signed & delivered on behalf of TERM Cell, DOT by

Signature & stamp:

Name: .....

Date: .....

Place.....

Witnesses:

1.

2.

**Annexure-I**

**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

**Engagement of agencies for Office upkeep & house keeping Services in  
O/o Deputy Director General,  
TELECOM ENFORCEMENT, RESOURCE AND MONITORING CELL  
ANDAMAN & NICOBAR ISLANDS,  
Wing 'B', 1st Floor, DTO Building, Port Blair - 744 101.**

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	:	
	Telephone No.	:	
	FAX No.	:	
	E-Mail Address	:	
5	Banker of Company/ Firm/agency with full address	:	
	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. Give details of the previous experience regarding supply of semi skilled / unskilled manpower to PSUs / Banks / Government Departments in the following format. Attested copies of work orders may also be attached.

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

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

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

Date:  
Place:

Name:  
Seal :

Signature of authorized person

## BIDDER'S 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 :

## **ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID**

1. Application – Technical Bid (Page 15-16);
2. Declaration by the bidder duly signed (page No. 17)
2. Attested copy of registration of the firm;
3. Attested copy of PAN / GIR Card;
4. Attested copy of Service Tax registration certificate;
5. Attested copy of the E.P.F. registration letter / certificate;
6. Certified documents in support of entries in column 10(Additional information) of Technical Bid application;
7. Earnest Money.
8. Proof of purchase of tender document.

**ANNEXURE-II**

**FINANCIAL BID**

(To be enclosed in a separate sealed envelope)

**Engagement of agencies for Office upkeep & house keeping Services in  
O/o Deputy Director General,  
TELECOM ENFORCEMENT, RESOURCE AND MONITORING CELL  
ANDAMAN & NICOBAR ISLANDS,  
Wing 'B', 1st Floor, DTO Building, Port Blair - 744 101.**

1. Name of tendering Company / Firm / Agency: \_\_\_\_\_

2. Details of Earnest Money Deposit : Rs. \_\_\_\_\_

D.D. / P.O. No. & Date : \_\_\_\_\_

Drawn on Bank : \_\_\_\_\_

3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the A & N area as on 25.06.2009 for Unskilled and Semi-skilled Daily Wage Workers on per day basis and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc. excluding service tax).

Sl No.	Type	Consolidated rate per day per worker for the work inclusive of all kinds of taxes(excluding service tax) duties, levies, cess etc. In Rs.
1	Un Skilled Worker	In Figure..... In Words.....
2	Semi Skilled Worker	In Figure..... In Words.....

**Service Tax paid for the service provided in this contract, if any, will be reimbursed on actuals.**

(Details of taxes / levies & charges, if any are to be indicated separately in Annexure III)

Total for **1 Unskilled and 1 Semiskilled Workers** In Figure.....

In Words.....

(Please indicate how the above rate was arrived in Annexure-III)

Note:

1. The rates quoted are inclusive of all statutory/taxation liabilities in force at the time of submission of bid.
2. **The payment will be made after completion of calendar month by calculating the actual number of days man power has been deployed multiplied by the daily rate figure arrived in the bid.**

Date.....

Place.....

Signature & Seal of the Tenderer

Name.....

**Annexure III**

**Financial Bid – Rate Calculation  
To be enclosed in a separate sealed envelope – “Financial Bid”**

Sl. No.	Item	For Unskilled Worker		For Semiskilled Worker	
		Rate in Percentage	Daily Amount in Rupees	Rate in Percentage	Daily Amount in Rupees
1	Worker's Daily wages (As per MWA, 1948 applicable in A & N area as on 25.Jun.2009).	(NA)		(NA)	
2	Employer's EPF contribution – as percentage of {1}	<b>13.61%</b>		<b>13.61%</b>	
3	Employer's ESI contribution – as percentage of {1}	<i>(Presently not applicable)</i>	<i>(Presently not applicable)</i>	<i>(Presently not applicable)</i>	<i>(Presently not applicable)</i>
4	Subtotal = {1} + {2} + {3}	(NA)		(NA)	
5	Contractor's service charge – as percentage of {4}	%		%	
6	Subtotal = {4} + {5}	(NA)		(NA)	
7	Any other charges ( <i>pl. indicate</i> )	(NA)		(NA)	
8	Grand total = {6} + {7}	(NA)		(NA)	

For Unskilled Worker

*In words: Rupees .....*

For Semiskilled Worker

*In words: Rupees .....*

1. The final numbers in row 8 should tally with the consolidated figures given in Annex. 2.
2. **Service Tax, if any, will be reimbursed on the production of receipt for the payment made towards this service contract.**

Signature & stamp of the bidder:

Name: .....

Date: .....

Place.....