

**1-16/TERMWB/11-12/Tender House keeping dated 14/03/2011**

Bid Document

**Limited Tender for providing Services of office upkeep and housekeeping  
To TERM Cell, West Bengal, Department of Telecommunications**

**Tender No. 1-16/TERMWB/11-12/Tender House keeping,  
dated at Kolkata 14/03/2011  
(March, 2011)**



**Government of India  
Ministry of Communications & IT  
Department of Telecommunications  
Term Cell, West Bengal  
82, Ballygunge Place  
Kolkata - 700019**

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

**Not transferable**

**Price of Bid Document : Rs. 300.00/-**

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**Government of India  
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Term Cell, West Bengal  
82, Ballygunge Place  
Kolkata - 700019**

**TENDER NO: 1-16/TERMWB/11-12/Tender House keeping, dt: 14/03/2011**

**1. Notice Inviting Tender (Limited)**

1.1 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 moving papers/dak etc in Ministry of Communications & IT, Department of Telecommunications, O/o DDG (TERM), West Bengal for a period of one year from the date of contract. The estimated cost of the tender is **Rs. 3.15 lakh (approx)**.

1.2 Intending and eligible bidders may obtain tender document from the undersigned on all working days from 10:00 Hrs to 17:00 Hrs **till 29/03/2011**, by depositing a **non-refundable** amount of Rs.300/= (Rupees Three hundred only) by way of demand draft (DD) on account of cost of the tender document. Demand draft should be made in the favour of — *Communications Accounts Officer, O/o CCA, West Bengal*, payable at Kolkata.

1.3 Tender documents downloaded from the DOT web site- [www.dot.gov.in](http://www.dot.gov.in) are also acceptable provided the requisite **non-refundable** tender fee/ cost i.e Rs.300/- (Rupees Three hundred only) is enclosed in the form of demand draft (DD) made in the favour of *Communications Accounts Officer, O/o CCA, West Bengal*, payable at Kolkata, and deposited at the time of submission of bid document along with the qualifying bid.

**1.4 Schedule -**

Date & time of issue of Bid Document	<b>14/03/2011 to 28/03/2011 1000 hrs to 1700 Hrs</b>
Last date & time for receipt of tenders	<b>29/03/2011 up to 1500 Hrs</b>
Date & Time for opening of Technical Bids	<b>29/03/2011 at 1600 Hrs</b>
Date & Time for opening of Financial Bids for technically qualified bidders	To be notified later
Place of opening the Tenders	2 <sup>nd</sup> Floor, 82, Ballygunge Place, Kolkata-19.
Validity of Tenders	90 days from the date of opening of tenders

1.5 The interested Companies/Firms/Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.11,025/= (Rupees Eleven Thousand Twenty Five only)** in the form of demand draft (DD) made in the favour of — *Communications Accounts Officer, O/o CCA, West Bengal*, payable at Kolkata and other requisite documents as per this tender on or before **29/03/2011 up to 1500 Hrs** in the Tender Box kept in O/o DDG (TERM), 2<sup>nd</sup> Floor, 82, Ballygunge Place, Kolkata-19. **The tenders shall not be entertained after this deadline under any circumstances whatsoever.**

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1.6. The 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 the tenders without giving any notice or assigning any reason. The decision of the DDG (TERM), West Bengal, Ministry of Communications & IT, and Department of Telecommunications in this regard shall be final and binding on all.

**DIR-II (TERM)/West Bengal  
For and on behalf of the President of India  
Ministry of Communications & IT  
Department of Telecom  
82, Ballygunge Place, Kolkata – 700019  
033-2460-6572/9900 (O), 2460-6576 (F)**

Copy to:

- Communication Accounts Officer, O/o CCA(West Bengal), 8, Esplanade East, 3<sup>rd</sup> Floor, Kolkata-700069.
- Notice Board: O/o AGM (Building), BSNL, Calcutta Telephones, 82, Ballygunge Place, Kolkata-19, Notice Board: O/o DDG (TERM)/WB, 82, Ballygunge Place, Kolkata-19 & Notice Board: O/o CCA West Bengal, 8, Esplanade East, 3<sup>rd</sup> Floor, Kolkata-69.

## 2. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

The Office of DDG (TERM), West Bengal, Ministry of Communications & IT, Department of Telecommunications presently located at 2nd Floor, 82, Ballygunge Place, Kolkata-19 requires the services of Manpower Companies / Firms / Agency registered with labour commissioner to supply un-skilled and semi-skilled manpower to this office.

### 2.1 Job requirements:

- 2.1.1 At present this office has a requirement of **01 unskilled and 02 semi-skilled** manpower.
- 2.1.2 The manpower to be engaged should be between 18-40 years of age.
- 2.1.3 The nature of work is as given below:
  - 2.1.3.1 For unskilled Manpower:
    - 2.1.3.1.1 Opening and Closing of the office,
    - 2.1.3.1.2 Cleaning of the electrical and electronic appliances like computers, fax, scanners, Photostat machines, fans and lights.
    - 2.1.3.1.3 Making arrangements for tea, coffee, water etc. during the meetings and routinely to the officers of TERM Cell/West Bengal and other official visitors/representatives.
    - 2.1.3.1.4 Any other miscellaneous type of work assigned by the officer-in-charge
  - 2.1.3.2 For Semi-Skilled Manpower:
    - 2.1.3.2.1 Photocopying, making sets of reports and other general office documents.
    - 2.1.3.2.2 Dispatch and delivery of official letters in person, ordinary post and registered/speed post.
    - 2.1.3.2.3 Distribution of office dak & files of general nature among the officers.
    - 2.1.3.2.4 Assistance to the officers for the various works carried out by them.
    - 2.1.3.2.5 Any other miscellaneous type of work assigned by the officer-in-charge.

### 2.2 Earnest Money Deposit (EMD):

- 2.2.1 Earnest Money of Rs.11,025/= (Rupees Eleven Thousand Twenty Five only) must be deposited by bidders in the form of Demand Draft drawn in favour of —*Communication Account Officer, O/o CCA West Bengal*, at Kolkata. EMD should be submitted along with the qualifying bid.
- 2.2.2 EMD of the unsuccessful bidder shall be returned within 3 weeks of expiry of bid validity as per clause 2.2.6.
- 2.2.3 No request for transfer 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.
- 2.2.4 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited to the Government.

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2.2.5 The tenders without Earnest Money Deposit will be summarily rejected. 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.

2.2.6 **Period of validity of Bid:** Bid shall be valid for 90 days after the date of opening of bids.

2.3 **Submission of Bid and bid opening:** The tenders have been invited under two bid system i.e. Qualifying Bid and Financial Bid.

2.3.1 The agencies are advised to submit the bids as given below:

2.3.1.1 **Envelope 1:** Superscribed —Qualifying Bids for Providing Up keeping and Housekeeping services for the O/o DDG (TERM)/ West Bengal, and should contain the following documents:

2.3.1.1.1 Qualifying Bid ( As in Annexure I )

2.3.1.1.2 Declaration (Annexure-II)

2.3.1.1.3 Attested Copy of Registration certificate with Labour Department

2.3.1.1.4 Attested Copy of PAN / GIR card;

2.3.1.1.5 Attested Copy of the Income Tax return filed for the last two financial years;

2.3.1.1.6 Attested Copies of EPF and ESI registration certificates;

2.3.1.1.7 Attested Copy of the Service Tax registration certificate

2.3.1.1.8 Work experience of similar work during the past 2 years. Bidder should have at least two years experience in providing manpower to Public Sector Companies / Banks and Government Departments etc;

2.3.1.1.9 EMD as stipulated vide clause 2.2 of Tender document.

2.3.1.1.10 Tender document all pages signed & stamped by the authorized signatory.

2.3.1.1.11 In case tender document is downloaded from DOT website ([www.dot.gov.in](http://www.dot.gov.in)), requisite tender fee/ cost i.e Rs.300/- in the form of demand draft (DD) made in the favour of —*Communication Account Officer, O/o CCA West Bengal*, payable at Kolkata.

2.3.1.1.12 Declaration for the website downloaded tender document (As per Annexure-VI)

2.3.1.1.13 Attested Copy of EPF return for the year 2009-10.

2.3.1.2 **Envelope 2** Superscribed —Financial Bids for Providing Upkeeping and Housekeeping services for the O/o DDG (TERM)/ West Bengal, should contain the Financial Bid (As in annexure III).

2.3.1.3 Envelop 1 & 2 Should be separately sealed/properly closed and kept inside the **3rd Envelop**, which is also to be sealed and addressed to the DDG (TERM), TERM Cell West Bengal, Kolkata-19. Bids submitted in unsealed/not properly closed envelopes will be rejected.

2.3.2 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 is permitted in the Financial Bid Form and any correction should be attested by the authorized signatory. Under any circumstances correction fluid should not be used in the Financial bid else the bid will be rejected.

2.3.3 The conditional bids shall not be considered and will be rejected.

2.3.4 The bidder shall quote the Qualifying & financial bids as per the format enclosed at Annexure I & III.

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- 2.3.5 The envelope containing Qualifying Bid shall be opened on the scheduled date and time 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.
- 2.3.6 In case the date fixed for opening of bids is subsequently declared as holiday by the Government, the bids will be received/opened on next working day, time and venue remaining unaltered. In case of change of venue due to shift of this office, the same will be intimated to all bidders before opening of the bids through phone and by post.
- 2.3.7 Financial bids of only the technically qualified bidders shall be opened in the presence of short listed contractors or their authorized representatives on a date & place to be notified later.
- 2.3.8 The DDG (TERM), West Bengal reserves the right to cancel any or all bids without assigning any reason.
- 2.3.9 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) West Bengal, Department of Telecommunications, Govt of India, in this regard shall be final and binding on all.
- 2.3.10 Bids, offering rates which are lower than the minimum wages (as applicable for West Bengal State) for the pertinent category, would be summarily rejected.
- 2.4 **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 concern 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 a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

Note.

(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 or 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 DDG (TERM) TERM Cell West Bengal 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 tenderer should sign and affix his firm's stamp at each page of the tender and all its Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS TENDER DOCUMENT.**

**2.5 Criteria for Evaluation of Tenders:** The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure - I and then on the basis of commercial information furnished in form given in Annexure – III. The Commercial bid (Annexure –III) of such firms found valid based on technical parameters (as per Annexure – I) will be opened on the date, time and venue to be announced after opening of the Technical Bid. It must be kept in view that no decision will be given by the Tender Evaluation Committee or any inference drawn during the meeting of this Committee by the tenderers or their representatives will be their own view and the Department will not be responsible and abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to all terms and conditions of the contract & this tender. For evaluation of submitted bids, **quoted administrative charge shall form the basis. In case of a tie between two bidders, decision of the DDG (TERM)/ West Bengal shall be final & binding to all parties.**

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

**The tendering manpower Company/ Firm/ Agency should fulfill the following technical specifications:**

- (a) The Registered Office or one of the Branch Office's of the manpower Company/ Firm/ Agency should be located either in Kolkata or in any of the Satellite Towns of Kolkata;
- (b) The manpower Company/ Firm/ Agency should be registered with the appropriate registration authority (Office of Labour Commissioner) for providing services under this tender;
- (c) The Company/ Firm/ Agency should have at least two years experience in providing manpower to Public Sector Companies/ Banks and Government Departments etc;
- (d) The Company/ Firm/ Agency should be registered with Income Tax and Service Tax departments;
- (e) The Company/ Firm/ Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

### 3 TERMS AND CONDITIONS

#### 3.1 GENERAL

**3.1.1 Parties:** - The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Government of India through the DDG (TERM), TERM Cell West Bengal, Kolkata-19 for and on behalf of the President of India.

**3.1.2 Addresses:-** For all purposes of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the TERM Cell West Bengal, Kolkata-19. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

**3.1.3 Agreement:** 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. Format of the agreement is at Annexure-IV and may be changed before execution with the consent of the successful bidder.

**3.1.4 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 DDG (TERM) TERM Cell West Bengal, which he will be at liberty to refuse if he thinks fit.

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

**3.1.6** 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 TERM Cell West Bengal and TERM Cell West Bengal will have no liabilities in this regard.

**3.1.7** For all intents and purposes, the service providing agency shall be the Employer within the meaning of different Labour Legislations in respect of Attendants so employed and deployed in TERM Cell West Bengal. **The persons deployed by the agency in the TERM Cell West Bengal shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Ministry of Communications & IT, Department of Telecommunications.**

**3.1.8** The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. TERM Cell West Bengal shall, in no way, be responsible for settlement of such issues whatsoever.

**3.1.9** TERM Cell West Bengal 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.

**3.1.10** 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 **Ministry of Communications & IT, Department of Telecommunications** during the currency or after expiry of the contract.

**3.1.11** In case of termination of the 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

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absorption nor for any relaxation for absorption in the regular / otherwise capacity in this Ministry of Communications & IT.

### **3.2 Period of Contract:**

**3.2.1** The contract is likely to commence from **April, 2011** and shall continue for a period of **one year**, unless it is curtailed or terminated by TERM Cell West Bengal owing to deficiency of service, sub-standard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work. The rates shall remain constant & will not be subject to any variation during the currency of the contract.

**3.2.2 Extension of Contract:** The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and TERM Cell West Bengal. The contract may be extended, on the same terms and conditions or with some modification, for a further period not exceeding one year. **The modification of the rates shall be subject to the variation in the incidence of the statutory levies & contributions and revision of daily minimum wages as obtaining at the time of the extension.**

### **3.3 Security Deposit:**

**3.3.1** The successful tenderer will have to deposit a performance security (security deposit) for an amount of 7.5% (Seven and half percent) of the value of the contract in the form of a Bank Guarantee for the validity period of 15 months. Format of the Bank Guarantee, to be submitted by, is at Annexure-V. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.

**3.3.2** The Security Deposit can be forfeited, wholly or partly, by order of the DDG (TERM) TERM Cell West Bengal in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered by the Department of Telecom sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

### **3.4 Work Order:**

**3.4.1** The final work order will be issued only after the production of the performance security bond and execution of the agreement and EMD of successful bidder shall be refunded within a week of the receipt of the performance security bond.

**3.4.2** Before issuance of work order, a letter of intent will be issued to the successful bidder/bidders. Successful bidder shall have to submit a performance security bond as mentioned above from scheduled bank as per the format at Annexure-V and execute an agreement as per the format at Annexure-IV, within 14 (fourteen) working days from the issue of the letter of intent,.

### **3.5 Supply of Manpower:**

**3.5.1** The contracting agency shall ensure that the manpower deployed in the Office of DDG (TERM)/ West Bengal, Department of Telecommunications are competent enough to carry out the work specified/other conditions stipulated at clause no: 2.1 of this tender document.

**3.5.2** This office, at present, has requirement of workload equivalent to one unskilled and two semi-skilled manpower. The requirement of this office may further increase or decrease during the period of contract and the contractor would have to increase or decrease the manpower supply, if required on the same terms and conditions.

### **3.6 Working Hours:**

**3.6.1** The manpower deployed by the successful bidder shall be required to work normally as per the working hours from Monday to Friday from 0930 hrs. to 1800 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays. The attendant, if deputed for any official work outside the office within Kolkata, shall not be entitled to any other emoluments except only the actual bus fare for the purpose provided bus ticket in original is produced.

### **3.7 Details of personnel deployed:**

**3.7.1** The successful contracting Company / Firm / Agency shall furnish the following documents in respect of the individual personnel who will be deployed by it in this Department before the commencement of work:

**3.7.1.1** List of attendants shortlisted by the agency for deployment in TERM Cell West Bengal containing full details i.e. date of birth, marital status, address, photographs, identification mark etc;

**3.7.1.2** Bio-data of the persons.

**3.7.1.3** Certificate of verification of antecedents of persons by local police authority.

**3.7.2** The successful tendering company shall provide identity cards to the personnel deployed in the Ministry carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.

### **3.8 Conduct/Misconduct of the deployed personnel:**

**3.8.1** 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 TERM Cell West Bengal. The successful tendering company/ firm/ agency shall replace within two days, any of its personnel who is found & acceptable in TERM Cell West Bengal.

**3.8.2** The contracting agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking etc in the office premises.

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**3.8.3** The contractor shall be responsible for any theft of the items by his personnel from the rooms or any other area of the office. The details of the stolen materials/ stores will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of these office authorities on this will be final and binding on the contractor.

### **3.9 Confidentiality:**

**3.9.1** The successful Company/ Firm/ Agency 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 TERM Cell West Bengal.

### **3.10 Legal:**

**3.10.1 Labour Regulations:** The Contractor shall comply with all Labour Laws and regulations in force. The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, Apprentices Act, 1961, EPF & MP Act, ESI Act or the modifications thereof or any other laws relating there to and the rules made there-under from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/ risks in relation to employees to be engaged by him. The contractor shall maintain all the statutory registers, required under labour laws. The agency shall produce the same, on demand, to the concerned authority of TERM Cell West Bengal or any other authority under Law. If he fails to do so, his failure will be a breach of the contract and TERM Cell may at its discretion cancel the contract without prejudice to any other action under the law and contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the acts.

**3.10.2** Tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to TERM Cell West Bengal to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

**3.10.3** The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts.

**3.10.4** The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

### **3.11 Penalty:**

**3.11.1** The person deployed shall be required to report for work at 0930 hrs to concerned official of TERM Cell West Bengal and would leave at 1800 hrs. In case, person

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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 3.11.2 below will be applicable.

- 3.11.2** 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 two working days shall attract liquidated damages @ Rs. 200/- per day (per such case) on the service-providing agency, besides deduction in payment on pro-rata basis.**
- 3.11.3** The contractor shall indemnify TERM Cell West Bengal against payments to be made under and for the observance of the laws.
- 3.11.4** TERM Cell West Bengal shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non – fulfillment of the conditions of the contract of the benefit of the workers, non – payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non – observance of the Regulations. The event of any failure in this regard and in the event of any loss/ damages caused directly or indirectly to TERM Cell West Bengal, the same will be payable by the contractor along with such penalty as may be decided by DDG (TERM) TERM Cell West Bengal which shall not be less than 10 percent of the total loss suffered by TERM Cell West Bengal.
- 3.11.5** In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof TERM Cell West Bengal is put to any loss/ obligation, monetary or otherwise, TERM Cell West Bengal 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.

### **3.12 Payment Terms:**

- 3.12.1** The payment shall be made only to the contractor on a monthly lump sum basis as per the provisions of minimum wages act provided the manpower is available for work in the office for all working days of that month.
- 3.12.2** The Contractor shall pay the wages to the personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by this office for whatever reason.
- 3.12.3** 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.
- 3.12.4** The contractor shall submit the monthly bill (in triplicate) in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- 3.12.5** 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 TERM Cell West Bengal.
- 3.12.6** All payments shall be made by cheque only.
- 3.12.7** The TERM Cell West Bengal shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding paras.

**3.12.8** 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.

**3.13 Termination of Contract:**

**3.13.1** The contractor 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.

**3.13.2** In case of breach of any of terms and conditions mentioned in this tender, the DDG (TERM) TERM Cell West Bengal will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by DDG (TERM) TERM Cell West Bengal in that event and the security deposit shall also stand forfeited.

**3.13.3** This office reserves right to terminate the contract giving a week's notice to the contracting agency.

**3.13.4 Termination for Insolvency:** The TERM Cell West Bengal may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the TERM Cell West Bengal.

**3.13.5 Optional Termination by TERM Cell West Bengal (Other than due default of the contractor):** The TERM Cell West Bengal may, at any time, at its option cancel and terminate this contract by written notice to the contractor short close the tender without any compensation to the contractor. Contractor shall be paid for the work, which has been actually completed upto the date of such action by TERM Cell West Bengal.

**3.14 Force Majeure:** If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event a may come to an end or cease to exist, and the decision of the TERM Cell, West Bengal as to whether the work have seen 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.

**3.15 Arbitration:** In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is

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specifically provided under this agreement, the same shall be referred to sole arbitration of the DDG (TERM)/ West Bengal, DoT. 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 Department of Telecom's Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as DoT Servant he has expressed views on all 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 of vacating his office or being unable to act for any reasons whatsoever such DDG 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. If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at New Delhi and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

- 3.16** The DDG (TERM) TERM Cell West Bengal, reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

**DIR-II (TERM)  
O/O the DDG (TERM)  
WEST BENGAL.**

ANNEXURE – I

**Qualifying Bid (Technical Bid)**

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

2. Nature of the concern : .....  
(i.e. Sole proprietor or partnership firm or a company under Company Act 1956)

3. Full Address of Registered Office of the Firm: .....  
.....  
(i) Telephone/Mobile No:  
(ii) FAX No:  
(iii) E-Mail Address :

4. Full address of Operating/ Branch Office of the firm (if any): .....  
.....  
(i) Telephone/Mobile No:  
(ii) FAX No:  
(iii) E-Mail Address :

5. PAN / GIR No. of the firm : .....  
(Attach attested copy)

6. Photocopy of income tax returns for last two financial years:.....  
(Attach attested copy)

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

8. E.P.F. Registration No. : \_\_\_\_\_  
(Attach attested copy)

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

10. Is Tendering Company/ Firm / Agency registered with the relevant office of Labour Commissioner to render the services to be provided under this tender:\_\_\_\_\_-.  
(Attach attested copy)

11. The Company / Firm / Agency should have at least two years experience in providing manpower to Public Sector Companies / Banks and Government Departments etc. (Attach the relevant experience documents)

12. Details of Earnest Money Deposit: Rs. ....D.D. No. .... Date  
\_\_\_\_\_Drawn on Bank \_\_\_\_\_

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(Attach the original receipt from Office of the CCA, West Bengal, against the deposit of above mentioned DD at Communication Account Officer, O/o CCA West Bengal, 8, Esplanade East, 3<sup>rd</sup> Floor, Kolkata-69).

13. Attested copy of EPF return for the last financial year:  
.....

14. Whether each page of tender and its annexures have been signed and stamped:  
.....

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

(Signature of tenderer with stamp of the firm)

Date:

Place:

**ANNEXURE-II**

**(Tender no: 1-16/TERMWB/11-12/Tender House keeping, dt: 14/03/2011)**

**UNDERTAKING**

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 tenderer with stamp of the firm)

**Dated:**

**Place:**

ANNEXURE – III

**FINANCIAL BID (Commercial Bid)**  
**(To be enclosed in a separate sealed envelope)**

**For Providing services of unskilled and semiskilled manpower to O/o DDG (TERM), West Bengal.**

**1. Name of tendering Company / Firm / Agency:**

**2. (a) The components of rates per employee shall comprise such statutory payments & liabilities as applicable on date and revised from time-to-time as under-**

S.No.	Component of Rates	
	Unskilled category per person	Semi-skilled category per person
1	Monthly Rate (As per Minimum Wage Act, 1948 applicable in State of West Bengal as on date) per person	Monthly Rate (As per Minimum Wage Act, 1948 applicable in State of West Bengal as on date)
2	Employees Provident Fund @ % of 1 above	Employees Provident Fund @ % of 1 above
3	Employees State Insurance @ % of 1 above	Employees State Insurance @ % of 1 above
4	Payment of Bonus as per Bonus Act as applicable	Payment of Bonus as per Bonus Act as applicable
5	Service Tax Liability (on basic wages & administrative charges) @ % of	Service Tax Liability (on basic wages & administrative charges) @ % of

\* It shall be presumed that each of the tenderer shall be liable to make payments to the contract employee as per the above statutory liabilities and claim the same from the Department. The incidence of the above statutory payments shall be worked out by the Department & the tenderers need not quote against the same.

**(Signature of tenderer with stamp of the firm)**

**Contd...**

**(b) Administrative Charges:-** The tenderer shall be required to quote only administrative charges per contract employee which shall be the deciding parameters for the award of the contract.

	<b>Administrative Charges (in Rs.), in Figure &amp; words.</b>
<b>Unskilled category per person</b>	In figure:  In words:
<b>Semi-skilled category per person</b>	In figure:  In words:

The manpower employed by the agency shall be required to work normally as per the TERM Cell West Bengal's working days, i.e. from Monday to Friday from 0930 hrs. to 1800 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays

**(Signature of tenderer with stamp of the firm)**

**Date:**

**Full Name:**

**Place:**

**Seal:**

**Notes:**

1. 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.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each manpower during the month.

**ANNEXURE-IV**

**AGREEMENT Format**

The agreement is made on the \_\_\_\_\_(date) between the President of India (Herein after called the purchaser) acting through its authorized official DIR-II/TERM/WEST BENGAL, Office of the DDG (TERM), 2nd Floor, 82, Ballygunge Place, Kolkata-19, Department of Telecommunication, Ministry of Communication & IT, Govt. of India on one part and .....(contractor).....having his/her residence /office at.....( through its constituted attorney hereinafter called —Contractor| which term shall include their heirs executors, successors and assignees) on the other part.

Whereas the purchaser is desirous of outsourcing house-keeping works, as detailed in Tender No. **1-16/TERMWB/11-12/Tender House keeping** dated .....

And whereas the contractor is ready and willing to execute the said work in accordance with the contract.

Now this agreement is hereby agreed and declared as follows:

1. The tender notice, general rules, terms & conditions, Tender schedules Engineering Instructions, letter of Tender No.....( along with its enclosures) annexed hereto and such other additional particular instructions as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression —Contractual of contract documents| wherever herein used.

2. In consideration of the payment to be made to the Contractor for the work to be executed by him, the contractor hereby convenes with the purchaser that the contractor shall in accordance with the contract documents do provisions, execute and complete the said work and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said work and at the time and in the manner and subject to the terms and conditions.

3. The party of second part called as —Contractor| also declares that none of his/her relatives i.e. wife, husband parents, grandparents, children and grand children, brothers, sisters, uncles, aunts and cousins and their corresponding in—laws is working in Dept. Of Telecom.

4. In consideration of the due provisions, execution and completion of the said work the purchaser hereby agrees with the Contractor that the purchaser will pay to the Contractor the respective amounts for the work done by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.

5. The contract will be in force for one year with effect from.....to.....

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6. Security deposit of.....is furnished below. Rs.....Security Deposit furnished through of Bank Guarantee/ DD No.....of.....(Valid Upto).....

7. In presence of the witness, below the agreement is executed on the day.....year.....to be abided by both the parties.

**Signed and delivered for and on behalf of President of India.**

In the presence of :

Signature :

Signature :

Name :

Name :

Designation :

Designation :

ANNEXURE-V

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the President of India (hereinafter called the ‘Purchaser’) having agreed to exempt \_\_\_\_\_ (hereinafter called ‘the said contractor(s)’) from the demand under the terms and conditions of an agreement/Advance Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called ‘the said agreement’), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as ‘the bank’) at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the purchaser an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by purchaser by reason of any breach by the said Contractor(s) of any of the terms or 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 demure, merely on a demand from the purchaser by reason of breach by the said contractor(s) of any of the terms or 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 purchaser 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 \_\_\_\_\_.

3. We undertake to pay to the purchaser any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/Department) purchaser certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 15 months (as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

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5. We (name of the bank) \_\_\_\_\_ further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time \_\_\_\_\_ or \_\_\_\_\_ from time to time any of the powers exercisable by the purchaser against the said Contractor(s) and to forbear or enforce any of the terms and 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(s) or for any forbearance, act or omission on the part of the PURCHASER or any indulgence by the PURCHASER to the said Contractor(s) 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(s)/supplier(s)

7. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the bank) .

ANNEXURE-VI

UNDERTAKING FOR DOWNLOAD OF TENDER DOCUMENT FROM DOT  
WEBSITE [www.dot.gov.in](http://www.dot.gov.in)

1. I, \_\_\_\_\_ Son / Daughter / Wife of  
Shri \_\_\_\_\_ Proprietor / Director/authorized signatory of the  
agency/Firm, mentioned above, declare as below

2. I have downloaded the tender document for tender no: **1-16/TERMWB/11-12/Tender House keeping, dt: 14/03/2011** from website [www.dot.gov.in](http://www.dot.gov.in). I declare that I have not tempered the downloaded tender document and will comply with the tender terms & conditions as available in the above-said website.

3. I also declare that I have submitted requisite **non-refundable** tender fee/ cost i.e Rs.300/- in the form of demand draft (DD) made in the favour of —*Communication Account Officer, O/o CCA, West Bengal* payable at Kolkata along with qualifying bid.

(Signature of tenderer with stamp of the firm)

**Dated:**

**Place:**