



**Government of India
Ministry of Communications
Department of Telecommunications
O/o DDG (C), Kolkata LSA, DOT, Kolkata
QA Bhawan, Ground Floor, Blk-EP & GP,
Sector-V, Saltlake, Kolkata-700091**

E-BID DOCUMENT

**e-tender for outsourcing of work for supply of manpower for Data Entry Services and
Housekeeping Services in O/o DDG (C), Kolkata LSA, Kolkata, Department of
Telecommunications**

**Tender No.1-12/1/TERMKOL/Outsource/Tender/Vol-IV
dated at Kolkata 23/01/2019**

Not transferable

Price of Bid Document: Rs.300.00

(Visit us at www.dot.gov.in, <http://eprocure.gov.in/app>)

CONTENTS OF TENDER DOCUMENT

S. No.	Description of contents	Page No.
1	Notice Inviting Tender	3-4
2	Instructions for online bid submission	5-7
3	Scope of work & general instruction to tenderers	8-11
4	Terms and conditions	12-18
5	Tender Application- Qualifying Bid (Technical Bid) – Annexure-I	19-20
6	Declaration/Undertaking Annexure-II	21
7	Tender Application-Financial Bid (Annexure-III)	22-23
8	Agreement Format (Annexure-IV)	24
9	Format of Bank Guarantee form for Performance Security (Annexure-V)	25
10	Declaration for website downloaded & non-tampering of tender document (Annexure-VI)	26
11	Certificate of Non-Participation of near Relatives in the Tender as in Annexure-VII	27
12	Checklist for Bidders (Annexure-VIII)	28



Government of India
Ministry of Communications
Department of Telecommunication
O/o DDG (C), Kolkata LSA, DoT
QA Bhawan, Blk-EP & GP, Sec-V, Saltlake, Kolkata-700091.

No.:1-12/1/TERMKOL/Outsource/Tender/Vol-IV

Dated:23/01/2019

NOTICE INVITING TENDER

- (i) The O/o DDG (C), Kolkata LSA, DoT on behalf of the President of India invites **E-Procurement Tender** (Online Tender through website <http://eprocure.gov.in/eprocure/app>) in **Two Bid System** i.e. **Technical Bid and Financial Bid** from qualified, reputed, experienced, financially sound Manpower Companies/Firms /Agencies for providing services of Data Entry Operator (Skilled Manpower) and Housekeeping Staff [Multi-tasking Staff (Semi-Skilled Manpower), Cleaning Staff (Un-Skilled Manpower)]; in Ministry of Communications, Department of Telecommunications, O/o DDG (C), Kolkata LSA, Kolkata for a **period of one year (which may be further extended for a period of one year on the same terms and conditions including commercial terms) from the date of contract. The estimated cost of the tender is Rs. 25.5 lakhs (approx).**

The schedule of tender is as follows:

S/N	Activity Description	Time Schedule
1	Tender No.	1-12/1/TERMKOL/Outsource/Tender/Vol-IV dated 23/01/2019
2	Cost of Tender document	Rs. 300/-
3	Estimated cost of tender	Rs. 25.5 lakhs approx.
4	Sale of Tender Document	Bidder can download the Bid Document from 30-01-2019, 09:00 hrs from the DOT web site http://www.dot.gov.in OR e-Procurement portal http://eprocure.gov.in/eprocure/app by using bidder login credentials.
5	Last date and Time for submission of tender	11.00 Hours of 19.02.2019
6	Last date and time for Pre-bid conference	11: 00 hrs of 15.02.2019
7	Amount of EMD to be deposited	Rs 76,500/- (3% of tender value approx.)
8	Time and Date of Opening of Tender / Bid	11:30 Hours of 20.02.2019
9	Validity of tender	90 days from the date of Opening of tender
10	Services to be hired	Outsourcing of Data Entry Operator (Skilled Manpower)-5 nos., Multi-tasking Staff (Semi-Skilled Manpower)-03 Nos., & Cleaning Staff (Un-Skilled Manpower)-01 nos. (Estimated total manpower requirement : 05 skilled, 03 Semi-Skilled and 01 un-skilled)
11	Duration of contract	One year from the date of award of contract which may be further extended for a period of one year on the same terms and conditions including commercial terms

(ii) Aspiring Bidders who have not enrolled/registered in e e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.

(iii) Interested bidders may submit their quotation online on <http://eprocure.gov.in/eprocure/app> as per the tender document in the website <http://eprocure.gov.in/eprocure/app>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. **Any corrigendum/addendum regarding this tender will be available on the above said website only and shall be an integral part of this tender document.**

(iv) **Cost of Tender Document: Rs.300/- (Rupees Three Hundred only)** in the form of a Demand Draft from Scheduled / Nationalized Bank drawn in favor of **Accounts Officer, O/o Pr.CCA, Kolkata, payable at Kolkata (Non-refundable)**. The scanned copy of the same in soft copy format is to be submitted at the time of submission of Tender documents online. **Exemption from payment of tender document cost is allowed subject to point (viii) below.**

(v) The applicant has to deposit **Earnest Money (EMD) of Rs. 76,500/- (Rupees Seventy Six Thousand Five hundreds only)** in the form of a Demand Draft from Scheduled / Nationalized Bank drawn in favor of **Accounts Officer, O/o Pr.CCA, Kolkata, payable at Kolkata**. The scanned copy of the same in soft copy format has to be submitted at the time of submission of Tender documents online. **Exemption from payment of EMD is allowed subject to point (viii) below.**

(vi) **The aforesaid DDs towards cost of the Tender document and EMD should be submitted by the bidder or his authorized representative to the O/o DDG (C), Kolkata, QA Bhawan, Blk-EP & GP, Sec-V, Saltlake, Kolkata-700091 on or before 11.00 Hours of 19.02.2019. The DD towards the cost of tender document and that towards the Earnest Money Deposit should bear the date after the date of NIT.**

(vii) EMD and Tender Fee exemptions are applicable to only Micro and Small Industries registered with NSIC/MSME for the tendered items. For claiming EMD and Tender Fee exemptions service provider is required to upload supporting documents like NSIC/MSME registration certificate to become eligible for the above exemption. The NSIC/MSME certificate shall cover the items tendered to get EMD and Tender fee exemptions.

DIRECTOR (C), Kolkata LSA
Department of Telecommunications
Ministry of Communications
QA Bhawan, Blk-EP & GP, Sec-V, Saltlake, Kolkata-700091
033-2357-2002/6 (Off)

SECTION-I**1. INSTRUCTIONS FOR ONLINE BID SUBMISSION**

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <http://eprocure.gov.in/eprocure/app>. The bidders must carefully follow the instructions.

i) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Service Providers/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.

ii) Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the Service Providers/bidders through e-mail-id provided.

iii) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.

iv) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.

v) The DSC that is registered only should be used by the bidder and should ensure safety of the same.

vi) The Service Provider / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.

vii) After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.

ix) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.

x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.

xi) From my tender folder, he selects the tender to view all the details indicated.

xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.

xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more

than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

xiv) Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.

xv) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

xvi) Bidder should submit the Tender document Fee & EMD amount as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for submission of the tender. Scanned copy of the instrument should be uploaded as part of the offer.

xvii) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

xviii) The bidder has to select the payment option as offline to pay the Tender Fee and EMD amount as applicable and enter details of the instruments.

xix) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

xxi) The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.

xxii) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/ replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

xxiii) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

xxiv) After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

xxv) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

xxvi) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

xxvii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

xxviii) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

xxix) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

xxx) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send an email to: cPPP-nic@nic.in.

SECTION-II

2. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS**2.1 SCHEDULE OF REQUIREMENTS**

S. No.	Type	Equivalent to	Tentative Requirement (Nos.)
1	Data Entry Services (Data Entry Operators)	Skilled manpower	5
2	House Keeping Services (Multi-Tasking Staff)	Semi-Skilled manpower	3
3	House Keeping Services (Cleaning Staff)	Un-skilled manpower	1

The manpower requirement for services mentioned above may vary from time to time for office of DDG (C), Kolkata LSA, DoT as per the actual operational requirement of the office. There is no minimum or maximum number of manpower guaranteed under this contract. The scope of work and desired minimum qualification of the required manpower category wise is as follows:

Sl No	Category of manpower	Scope of Work	Desired Minimum Qualification
1	Data Entry Operator	1) Handling of Official Communication preferably in English/Hindi, 2) Data Entry and verification, data validation, reconciliation of validation errors, 3) Preparation of documents, letters and tables, powerpoint presentations, document conversion and computer file handling, 4) Cataloguing, filing, maintenance of files, 5) Movement of files from one room to other as per instructions of the officers and staff, 6) Taking regular backup of data/files on computer.	1) Bachelor's degree in any field, 2) Proficient in Hindi and English, 3) Should possess an English / Hindi typing speed of 30 words per minute, Well versed with MS Word, MS Excel and MS Power point
2	Multi-tasking Staff	1) Serving water/snacks/tea etc. to guests as per the instructions of officers and staff, 2) Manage incoming and outgoing files/letters/packages, 3) Visiting offices to distribute/receive office documents, 4) Binding/repairing of office documents, 5) Organise and maintaining cleanliness of work area/desk, 6) All day to day preventive maintenance jobs related to proper functioning of all sanitary items in toilets, to check for any leakages/blockages in pipelines, drains in the toilets in office premises, 7) Monitoring, maintenance and operation of installed water pump for supply of water in water tank, Ro Plant, Water coolers for drinking water, 8) Besides above he/she shall carry out all other related jobs as and when directed/assigned by the management.	High school
3	Cleaning Staff Male	1) Proper upkeep and cleaning of the office areas including the toilets by mopping of floor and cleaning of toilets (Floor and the WC), with cleaning of walls/windows/window panes/doors/removal of cobwebs; 2) Proper upkeep and cleaning of other areas in the premises in terms of dusting of the table /desktops/furniture and equipments.	Under Matriculate

2.2 EARNEST MONEY DEPOSIT (EMD):

2.2.1 Earnest Money of **Rs. 76,500/= (Rupees Seventy Six Thousand Five hundreds only)** must be submitted by bidders in the form of Demand Draft drawn in favour of Accounts Officer, O/o Pr.CCA Kolkata, payable at Kolkata **as mentioned in the Notice Inviting Tender**. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.

2.2.2 EMD of the unsuccessful bidder shall be returned preferably within 3 (three) weeks of finalization of tender.

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.

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 EMD and Tender Fee exemptions are applicable to only Micro and Small Industries registered with NSIC/MSME for the tendered items. For claiming EMD and Tender Fee exemptions service provider is required to upload supporting documents like NSIC/MSME registration certificate, to become eligible for the above exemption. The NSIC/MSME certificate shall cover the items tendered to get EMD and Tender fee exemptions.

2.2.7 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 (Technical Bid) and Financial Bid. **The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per the guidelines mentioned in the portal.**

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

Technical BID

2.3.1.1 **Duly filled Qualifying bid along with all relevant documents** (As in Annexure I)

2.3.1.2 **Declaration/Undertaking** (Annexure-II)

2.3.1.3 **Self attested copy of Work experience of execution of similar nature of work during the **past 3 financial years, 2015-16, 2016-17 & 2017-18. The bidder must have at least three years of experience (ending month of March prior to the bid opening) of providing similar type of services to Central/State Government/PSUs/Nationalised Banks/Reputed Organizations. Services rendered with list of such Central/State Government/PSUs/Nationalised Banks/Reputed Organizations with duration of service shall be furnished. (Service Provider to upload relevant document i.e Experience certificate/work order copies as part of bid submission).****

2.3.1.4 **EMD of Rs. 76,500/-** as stipulated vide clause 2.2 of tender document & as mentioned in NIT or if claiming exemption, self attested copy of valid NSIC/MSME registration certificate covering tendered item.

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

2.3.1.6 **Cost of the tender document of Rs. 300** (Rupees Three Hundred only) in the form of demand draft (DD) made in the favour of — Accounts Officer, O/o Pr. CCA Kolkata, payable at Kolkata (non-refundable) & as mentioned in NIT, or if claiming exemption, self attested copy of valid NSIC/MSME registration certificate covering the tendered items.

2.3.1.7 **Declaration for website downloaded & non-tampering of tender document** (As per Annexure-VI)

2.3.1.8 **Certificate of Non-Participation of near Relatives in the Tender** (as in Annexure-VII)

Financial Bid

2.3.1.9 Duly filled in Financial Bid (*.xls format).

2.3.2 Non submission of any of the aforementioned documents will lead to the bid being summarily rejected.

2.3.3 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.

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

2.3.5 The bidder shall quote the Qualifying (Technical) & Financial bids as per the format enclosed at Annexure I and Annexure III.

2.3.6 The DDG (C), Kolkata reserves the right to cancel any or all bids without assigning any reason.

2.3.7 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 (C) Kolkata, Department of Telecommunications, Govt. of India, in this regard shall be final and binding on all.

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 self-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 (C), Kolkata LSA, Kolkata 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 TENDER:

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 Financial Bid as given in Annexure-III.

The Financial bid (Annexure-III) of such firms found valid based on technical parameters (as per Annexure-I) will be opened subsequently after due notification after opening of the Technical Bid. 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. **Financial bid will be evaluated on the basis of total cost of Service Provider's Administrative/Service charges only. The formula for determining L1 is $5P+3Q+1R$ (where P= Administrative/Supervision charges for Data Entry operator, Q= Administrative/Supervision charges for Multi Tasking Staff, & R= Administrative/Supervision charges for Cleaning Staff). In case of a tie between two or more bidders, the criteria for selection of bidder in order of priority is (a) NSIC/MSME registered firms, (b) Firms having registered office in or around Kolkata, (c) Firm having higher Annual gross turnover during last 3 years.**

2.6 LATE BIDS: Tenders will not be received after the specified time of closing of the tender and the same shall be rejected. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

2.7 MODIFICATION & WITHDRAWAL OF BIDS: The Bidder may modify or withdraw his bid after bid submission provided that the written notice of the modification or withdrawal is done prior to the deadline prescribed for submission of bid.

2.8 BID OPENING:

Bid opening and finalization will be according to e-procurement procedures. Bidder's name, bid price, modifications, withdrawals and such other detail, as deemed fit by the authorized authority will be notified. **The financial bid will be evaluated only for technically qualified bidders.**

Note: The tenderer shall quote the rate in English only, both in words and figures and only in the manner as specified for every mentioned item separately.

SECTION-III
3. TERMS & CONDITIONS

3.1 GENERAL

3.1.1 Parties: - The parties to the Contract are the Service Provider (the tenderer to whom the work is awarded) and the Government of India through the DDG (C), Kolkata LSA, DoT 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 Service Provider mentioned in the tender shall be final unless the Service Provider notifies a change of address by a separate letter sent by registered post with acknowledgement due to the DDG (C), Kolkata LSA, Kolkata. The Service Provider 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. 100/- (Rupees One hundred 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.

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 responsibility of the Service Provider to meet other transportation, food, medical and any other requirement of Service Provider's manpower for carrying out the contract works. DDG (C), KOLKATA LSA, Kolkata will have no liability in this regard at any stage.

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 O/o DDG (C), Kolkata LSA, Kolkata. The persons deployed by the agency in the O/o DDG (C), Kolkata LSA, Kolkata shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Ministry of Communications, 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. O/o DDG (C), Kolkata LSA, Kolkata shall, in no way, be responsible for settlement of such issues whatsoever.

3.1.9 The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the O/o DDG (C), Kolkata LSA, DoT shall own no liability and obligation in this regard.

3.1.10 The Service Provider shall submit to O/o DDG (C), Kolkata LSA, DoT the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities every month. The Service Provider shall submit to the O/o DDG (C), Kolkata LSA, DoT the list of EPF Account numbers of the outsourced manpower, copy of annual EPF slip, copy of ESIC card. The details of submission of EPF and ESIC contribution to the concerned authorities by the Service Provider shall be submitted on every month to the O/o DDG (C), Kolkata LSA, DoT.

3.1.11 The Service Provider shall submit a copy of wages sheet showing monthly wages paid to its personnel.

3.1.12 The Service Provider shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

3.1.13 The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the O/o DDG (C), Kolkata LSA, DoT Department or any other authority under Law.

3.1.14 In an event of deployed personnel availing leave, and if required by O/o DDG (C), Kolkata LSA, DoT suitable substitute(s) shall be provided by Service Provider as per mutual understanding with O/o DDG (C), Kolkata LSA, DoT.

3.1.15 In case of services hired on annual basis and 5 working days, the employees will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the O/o DDG (C), Kolkata LSA, DoT in the billed amount if no replacement is provided.

3.1.16 O/o DDG (C), Kolkata LSA, Kolkata 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.

3.1.17 The Service Provider shall be required to keep the O/o DDG (C), Kolkata LSA, DoT updated about the change of address, change of the Management etc. from time to time.

3.1.18 The O/o DDG (C), Kolkata LSA, DoT shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the O/o DDG (C), Kolkata LSA, DoT, emergencies, exempted.

3.1.19 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, Department of Telecommunications during the currency or after expiry of the contract.

3.1.20 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 absorption nor for any relaxation for absorption in the regular / otherwise capacity in this office.

3.2 PERIOD OF CONTRACT:

3.2.1 The contract is likely to commence from **March 2019** and shall continue **for a period of one (01) year**, unless it is curtailed or terminated by O/o DDG (C), Kolkata LSA, Kolkata 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 O/o DDG (C), Kolkata LSA. **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 1-12/1/TERMKOL/Outsource/Tender/Vol-IV dt: 23/01/2019**

Signature and Stamp of the Bidder

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** or in the form of Demand Draft made in the favour of **Accounts Officer, O/o Pr. CCA Kolkata, payable at Kolkata**. Format of the Bank Guarantee, to be submitted by the successful bidder, 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 (C), Kolkata LSA, Kolkata 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 preferably within a week of the receipt of the performance security bond.

3.4.2 Before issuance of work order, a letter of intent (LOI) 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 (LOI). After the selection of a bidder by the competent authority, the successful bidder will be formally notified of the award by order / letter / Award of Contract (AOC) prior to expiration of validity period.

3.5 SUPPLY OF MANPOWER:

3.5.1 The contracting agency shall ensure that the manpower deployed in the Office of DDG (C)/ Kolkata, 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 **Data Entry Operator (Skilled Manpower)-5 nos., Multi-tasking Staff (Semi-Skilled Manpower)-03 Nos., & Cleaning Staff (Un-Skilled Manpower)-01 nos.** The requirement of this office may further increase or decrease during the period of contract and the Service Provider 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 0900 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 EMPLOYED:

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 O/o DDG(C), Kolkata LSA, Kolkata 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 O/o DDG (C), Kolkata LSA, Kolkata. The successful tendering company/ firm/ agency shall replace within two days, any of its personnel who is found unacceptable in O/o DDG (C), Kolkata LSA, Kolkata.

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.

3.8.3 The Service Provider 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 Service Provider in writing by the designated authority and the full cost of the material reported stolen will be recovered from the Service Provider within 4 weeks from the date of theft. The decision of these office authorities on this will be final and binding on the Service Provider.

3.9 CONFIDENTIALITY

3.9.1 The successful company/firm/agency shall ensure that any details of office, operational process, technical know-how, security arrangement and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the O/o DDG (C), Kolkata LSA, Kolkata.

3.10 LEGAL

3.10.1 Labour Regulations: The Service Provider shall comply with all Labour Laws and regulations in force. The Service Provider 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 thereto and the rules made there-under from time to time. The Service Provider 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 Service Provider shall maintain all the statutory registers, required under labour laws. The agency shall produce the same, on demand, to the concerned authority of O/o DDG (C), Kolkata LSA, Kolkata or any other authority under Law. If he fails to do so, his failure will be a breach of the contract and O/o DDG (C), Kolkata LSA may at its discretion cancel the contract without prejudice to any other action under the law and contract. The Service Provider 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 O/o DDG (C), Kolkata LSA, Kolkata to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

3.10.3 The Service Provider will be required to pay minimum wages as prescribed under the Minimum Wages Act. The Service Provider 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 Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.

3.11.2 If any terms and conditions of the tender is breached beyond 3 instances in any billing period then same shall be treated as a breach of contract and this office will have full rights to terminate the contract after giving a notice of 30 days

3.11.3 Penalties will be levied on the service provider for the violation of service level agreement of the contract as mentioned below:

SI No	Terms and Conditions	Penalties for non-compliance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, @1% per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.
2	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement within 2 day/cancellation of contract as decided by the buyer depending on the gravity of the act.
3	If the employee is found responsible for disobedience/ misconduct	Warning/counselling/Immediate replacement within 2 days as decided by the buyer depending on the gravity of the act
4	If the employee is absent or takes leave for more than 2 days without informing or taking prior approval.	Substitute within 2 days failing which, @ 1% per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.
6	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	@ Rs 100 per day for each default.

3.12 PAYMENT TERMS:

3.12.1 The payment shall be made only to the Service Provider 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 Service Provider 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 Service Provider shall submit the monthly bill (in triplicate) in the first week of following month in respect of previous month separately for each services.

3.12.5 The claims in bills regarding Employees State Insurance and Provident Fund 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 O/o DDG (C), Kolkata LSA, Kolkata.

3.12.6 All payments shall be made by cheque or e-payment only.

3.12.7 The O/o DDG (C), Kolkata LSA, Kolkata 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 Service Provider 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 Service Provider 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 (C), Kolkata LSA, Kolkata will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by DDG (C), Kolkata LSA, Kolkata in that event and the security deposit shall also stand forfeited.

3.13.3 This office reserves right to terminate the contract giving a 30 days' notice to the contracting agency.

3.13.4 Termination for Insolvency: The O/o DDG (C), Kolkata LSA may at any time terminate the Contract by giving written notice to the Service Provider, without compensation to the Service Provider, if the Service Provider 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 O/o DDG (C), Kolkata LSA, Kolkata.

3.13.5 Optional Termination by O/o DDG (C), Kolkata LSA, Kolkata (Other than due default of the Service Provider): The O/o DDG (C), Kolkata LSA, Kolkata may, at any time, at its option cancel and terminate this contract by written notice to the Service Provider short close the tender without any compensation to the Service Provider. Service Provider shall be paid for the work, which has been actually completed upto the date of such action by O/o DDG (C), Kolkata LSA, Kolkata.

3.14 FORCE MAJEURE:

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 O/o DDG (C), Kolkata LSA, Kolkata 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

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 specifically provided under this agreement, the same shall be referred to sole arbitration of the DDG (C)/ Kolkata, 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 (C), Kolkata LSA, Kolkata, reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

ANNEXURE-I**QUALIFYING BID (Technical Bid)**

1.	Name of Tendering Company/ Firm / Agency (Upload certificate of registration)	
2.	Name of the concern (i.e. Sole proprietor or partnership firm or a company under Company Act 1956)	
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.	PAN / GIR No (Upload self-attested copy)	
6.	GST Registration No. (Upload self-Attested copy)	
7.	E.P.F. Registration No. (Upload self-attested copy)	
8.	E.S.I. Registration No (Upload self-attested copy)	
9.	Is Tendering Company/ Firm / Agency registered with the relevant office of Labour Commissioner to render the services to be provided under this tender (Upload self-attested copy)	
10.	Is the bidder having Average Turnover of Last three years >= 30% of Estimated cost (i.e >=7.623 Lakhs) (If yes, upload self-attested copies of Income Tax return documents/ Certificate from a Chartered accountant (CA) substantiating same)	
11.	Is the bidder having at least three years of experience (ending month of March prior to the bid opening) of providing similar type of services to Central/State Government/ PSUs/ Nationalised Banks/ Reputed Organizations? (If yes, Service Provider to provide the details as per given below and upload relevant documents i.e experience certificate/ work order copies as part of bid submission).	
12.	Is the company registered with NSIC/MSME under single point registration scheme for tendered item (supply of manpower for housekeeping)? (If yes please upload self attested copy of valid NSIC/MSME registration certificate)	
13.	Details of the cost of the bid document of Rs 300/- (Upload scanned copy of same) DD No. and date: Drawn on Bank :	
14.	Details of the EMD of Rs 76,500/- (Upload scanned copy of same) DD No. and date: Drawn on Bank :	
15.	Whether each page of tender and its annexures have been signed and stamped	
16.	Additional information, if any (Upload separate sheet, if required)	

(Signature of the tenderer with stamp of the firm)

Contd.....

QUALIFYING BID (Technical Bid)

Contd.....from pre-page

Give details of the major similar contracts during the **last three financial years (2015-16, 2016-17 & 2017-18)** with Central/State Government/ PSUs/ Nationalised Banks/ Reputed Organizations in the following format. **Self-Attested copies of Experience certificate/ work orders are also to be attached.**

Sl. No	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs. lakhs)	Duration of Contract	
			From	To
1				
2				
3				

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

(*) Additional information, if any (Attach separate sheet, if required)

Signature of authorized person of the tenderer

Date :

Name :

Place :

Seal :
(Stamp)

ANNEXURE-II

Tender no: **1-12/1/TERMKOL/Outsource/Tender/Vol-IV**

dated 23/01/2019

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 the tenderer with stamp of the firm)

Date:

Place:

ANNEXURE-III**FINANCIAL BID**

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:

Sr. No.	Component of Rate	Data Entry Operator (Skilled Manpower)	Multi- Tasking Staff (Semi- skilled Manpower)	Cleaning Staff (Unskilled Manpower)
1	Monthly wages as per order No. F.No.1/38 (2)/2018-LS-II dated 01.10.2018 from O/o Chief Labour Commissioner (C) New Delhi as applicable for Kolkata area and as amended from time to time *	Rs 17,654 /- (Rs 679x26) per manpower per month	Rs 16,042 /- (Rs 617x26) per manpower per month	Rs 14,508/- (Rs 558x26) per manpower per month
2	EPF contribution payable as per the rules applicable from time to time. *	As per the rules applicable from time to time (At present rate is 13.00 % on (1) above)		
3	ESI contribution payable as per the rules applicable from time to time. *	As per the rules applicable from time to time (At present rate is 4.75 % on (1) above)		
4	Goods and Service Tax (GST) payable as applicable from time to time *	As per the rules applicable from time to time (At present rate is 18.00 % on (1) above)		

Note: 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 marked as (*) shall be worked out by the Department & the tenderers need not quote against the same.

(b) Administrative/Supervision Charges:

To be provided in attached BOQ (*.xls format), which is to be downloaded from the e-portal website and filled up by the bidder (Sample BOQ format given below). **The tender will be evaluated only on the basis of Administrative/ Supervision Charges quoted by the bidders. The formula for determining L1 is $5P+3Q+1R$ (where P= Administrative/Supervision charges for per Data Entry operator, Q= Administrative/Supervision charges for per Multi Tasking Staff, & R= Administrative/Supervision charges for per Cleaning Staff). In case of a tie between two or more bidders, the criteria for selection of bidder in order of priority is (a) NSIC/MSME registered firms, (b) Firms having registered office in or around Kolkata, (c) Firm having higher Annual gross turnover during last 3 years.**

(Signature of the tenderer with stamp of the firm)

Contd.....

FINANCIAL BID (contd..)

Contd.....from pre-page

Sample Financial Bid BOQ (Not be filled here)

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: O/o DDG (C), Kolkata LSA, Kolkata on behalf of President

Name of Work: Supply of manpower for Data Entry Operator (Skilled manpower) and Housekeeping Services [Multi Tasking Staff (Semi-Skilled Manpower), Cleaning Staff (Un-Skilled Manpower)] at O/o DDG (C), Kolkata LSA

Contract No: 1-12/1/TERMKOL/Outsource/Tender/Vol-IV dt: 23/01/2019

Bidder Name :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMB ER #	TEXT #	NUMBE R #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantit y	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1.01	ADMINISTRATIVE/ SUPERVISION CHARGES for Data Entry Operator (Skilled manpower) per person per month (It shall be presumed that each of tenderer shall be liable to make payment to the contract employee as per Annexure III of the TENDER no: 1-12/1/TERMKOL/Outsource/Tender/Vol-IV dated: 23/01/2019)	5.000	Nos		0.00	INR Zero Only
1.02	ADMINISTRATIVE/ SUPERVISION CHARGES for Multi-Tasking Staff (Semi-Skilled manpower) per person per month (It shall be presumed that each of tenderer shall be liable to make payment to the contract employee as per Annexure III of the TENDER no: 1-12/1/TERMKOL/Outsource/Tender/Vol-IV dated: 23/01/2019)	3.000	Nos		0.00	INR Zero Only
1.03	ADMINISTRATIVE/ SUPERVISION CHARGES for Cleaning Staff (Un-Skilled manpower) per person per month (It shall be presumed that each of tenderer shall be liable to make payment to the contract employee as per Annexure III of the TENDER no: 1-12/1/TERMKOL/Outsource/Tender/Vol-IV dated: 23/01/2019)	1.000	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

(Signature of authorized person of the tenderer)

Date :

Full Name :

Place :

Seal :

Notes:

- The tenderer is required to quote only the Administrative /Supervision Charges in the downloaded *.xls sheet) (Sample BOQ sheet shown above).
- The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities (except GST) in force at the time of entering into the contract. GST will be paid extra as applicable.

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 of the DDG (C),Kolkata LSA, Kolkata, QA Bhawan, Blk-EP & GP, Sec-V, Saltlake, Kolkata-700091, Department of Telecommunication, Ministry of Communication, Govt. of India on one part and..... (Service Provider) having his / her office / residence at.....(through its constituted attorney hereinafter called Service Provider which shall include their heirs executors, successors and assignees) on the other part.

Whereas the purchaser is desirous of outsourcing of **Data Entry Operator (Skilled Manpower), Multi-tasking Staff (Semi-Skilled Manpower), & Cleaning Staff (Un-Skilled Manpower)**, as detailed in Tender No. 1-12/1/TERMKOL/Outsource/Tender/Vol-IV dated 23/01/2019.

And whereas the Service Provider 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 wherein used.
2. In consideration of the payment to be made to the Service Provider for the work to be executed by him, the Service Provider hereby convenes with the purchaser that the Service Provider 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 —Service Provider also declares that none of his/her relatives i.e. wife, husband parents, grandparents, children and grandchildren, 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 Service Provider that the purchaser will pay to the Service Provider the respective amounts for the work done by the Service Provider such sum(s) as may become payable to the Service Provider under the provisions of the contract agreement.
5. The contract will be in force for one year with effect from.....to.....
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 witness whereof the parties present have here into set their respective hands and seals the day, year in.....

Above written:

()
Signature on behalf of DoT

()
Signature on behalf of Service Provider

Name:
Designation:
Seal:

Name:
Designation:
Seal:

Agreement signed in the presence of

Witness 1:
Signature:
Name:

Witness 1:
Signature:
Name:

Witness 2:
Signature:
Name:

Witness 2:
Signature:
Name:

ANNEXURE-V**PROFORMA OF PERFORMANCE SECURITY BOND**

1. In consideration of the President of India (hereinafter called the Purchaser') having agreed to exempt (hereinafter called the said Service Provider(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 Service Provider(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 _____ (Service Provider(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 Service Provider(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 Service Provider(s)' of any of the terms or conditions contained in the said Agreement or by reason of the Service Providers(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 Service Provider(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 Service Provider(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 Service Provider(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.
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 Service Provider(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 Service Provider(s) or for any forbearance, act or omission on the part of the PURCHASER or any indulgence by the PURCHASER to the said Service Provider(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 Service Provider(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).

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

1-12/1/TERMKOL/Outsource/Tender/Vol-IV dt: 23/01/2019

Signature and Stamp of the Bidder

ANNEXURE-VI

Declaration for website downloaded & non-tampering of tender document

Tender no: 1-12/1/TERMKOL/Outsource/Tender/Vol-IV

dated 23/01/2019

I, _____ son/daughter/wife of _____
_____ Proprietor / Director/authorized signatory of
M/s _____, declare that I have downloaded the tender document from
website www.dot.gov.in or http://eprocure.gov.in/app . I declare that I have not tampered the downloaded tender
document issued vide no: 1-12/1/TERMKOL/Outsource/Tender/Vol-IV, dated 23/01/2019. In case at any stage, if it is
found that the information given above is false or incorrect, O/o DDG (C), Kolkata LSA, DOT, Kolkata shall have
absolute right to take any action as deemed fit without any prior intimation.

(Signature of the tenderer with stamp of the firm)

Date:

Place:

ANNEXURE-VII

Certificate of Non-Participation of near Relatives in the Tender

IS/o; W/o; D/o Sh.....
.....R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in O/o DDG (C), Kolkata LSA, Kolkata as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal*

The near relative (s) means:

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

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal*

ANNEXURE-VIII**CHECK LIST FOR BIDDERS**

The bidders are advised to check the following are enclosed/uploaded before submission of the bid.

Sl. No.	Particulars of document	Whether enclosed/ Uploaded (Yes/No/ Not Applicable)
1.	Details of the cost of the bid document of Rs 300/- including DD No. and date : Drawn on Bank :	
2.	Details of the EMD of Rs 76,500/- including DD No. and date : Drawn on Bank :	
3.	Whether all the Pages are signed with seal & properly tagged with all documents?	
4.	Whether Qualifying (Technical) Bid as in Annexure-I is attached?	
5.	Whether undertaking/declaration as in Annexure-II attached?	
6.	Whether Financial bid as in Annexure-III is attached?	
7.	Whether self-attested copy of Registration of the firm with labour department is attached?	
8.	Self-attested copies of Income Tax return documents/certificate from Chartered Accountant(CA) substantiating Average Turnover of Last three years \geq 30% of Estimated cost (i.e \geq 7.623 Lakhs)	
9.	Self-Attested copy of PAN card.	
10.	Self-Attested copy of Goods and Services Tax (GST) registration certificate.	
11.	Self-Attested copy of EPF certificate.	
12.	Self-Attested copy of ESI certificate	
13.	Self-Attested copies substantiating execution of similar contracts during the last three financial years (2015-16, 2016-17 & 2017-18) with Central/State Government/ PSUs/ Nationalised Banks/ Reputed Organizations	
14.	Declaration for website downloaded & non-tampering of tender document (Annexure-VI)	
15.	Certificate of Non-Participation of near Relatives in the Tender (Annexure-VII)	
16.	Self attested copy of valid NSIC/MSME registration certificate covering the tendered item	