



**Government of India
Ministry of Communications
Department of Telecommunication
O/o Dy. Director General, Telecom Enforcement, Resource &
Monitoring Cell, Kerala
CTSD Complex (BSNL), Gandhi Nagar, Kochi – 682 020.**

E-Tender No.: TERM KRL/Tender - DEO/7-6/2016-17/01

BID DOCUMENT

**TENDER FOR
“DATA ENTRY OPERATOR/ Semi Skilled Supervisory Services”
in the O/o Deputy Director General
Telecom Enforcement, Resource & Monitoring Cell, Kerala
Department of Telecommunications**

CONTENTS OF TENDER DOCUMENT

Sl No.	Description of contents	Page No.
1	Tender Notice	2
2	Scope of work and general instructions for tenderer	4
3	Instructions for online bid submission	7
4	Terms and Conditions	9
5	Tender Application - Qualifying Bid Annexure-I	15
6	Declaration	17
7	Disclaimer- Annexure II	18
8	Letter of Authorization for Attending Bid Opening -Annexure-III	19
9	Performance Security Bond- Annexure- IV	20
10	Tender Application - Financial Bid Annexure-V	22
11	Check List- Annexure VI	23

Note: 1. Sl. No 1,2 & 3 to 9 shall be enclosed in Qualifying Bid (Cover 1) envelope.
2. Financial Bid should be submitted in the BOQ.XLS file (Cover 2) envelope.



TERM KRL/Tender - DEO/7-6/2016-17/1

dtd 23.12.2016

1) TENDER NOTICE

- 1.1. E-Tenders on behalf of the President of India, are invited under Two Bid System i.e. Qualifying Bid and Financial Bid from experienced Manpower Companies / Agencies registered with labour commissioner for supplying manpower to the office of DDG (TERM), Kerala, for a period of one year from the date award of contract. **The estimated cost of the tender is ₹ 9 lakhs (approx).**

Description of services	Category of Supply	Quantity	Place
DATA ENTRY OPERATOR/ Semi Skilled Supervisory Services	Data Entry Operator/ Semi- Skilled Supervisory	6	Kochi

- 1.2. Accessibility of Tender Document: Tender document can be obtained by downloading it from the website <https://eprocure.gov.in> or www.dot.gov.in.

- 1.3 Sale of physical copy of Tender Document: Not Applicable since process of e-tendering is adapted for this tender and thus physical copy of the tender would not be sold.

1.4 Schedule –

Last date & time for receipt of tenders	: 25/01/2017, Time 13:00 hrs.
Date & Time of online opening of Qualification Bid	: 27/01/2017, Time 14:30 hrs.
Date & Time for opening of Commercial Bids	: To be notified later for Technically qualified bidders.
Date & Time for opening of Financial Bid	: To be notified later for bids technically qualified bidders

Place of opening the Tenders : Chamber of Director-2 (TERM)
O/o Dy. Director General (TERM)
Dept of Telecommunications,
CTSD Complex (BSNL), Gandhi Nagar,
Kochi – 682 020.

Validity of Quote / Offer : 90 days from the date of
Opening of tenders.

1.6. Submission of Tenders: Tenders have to be submitted only online at <https://eprocure.gov.in/eprocure/app> in two bid systems i.e. (a) Qualification Bid and (b) Financial Bid in the prescribed Proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with tender documents. Tender submitted by any other mode will not be accepted. The list of documents to be submitted along with the qualification bid and the commercial bid is detailed in Section 2.4.1.

The interested Manpower Companies/ Agencies may submit the tender complete in all respects along with Earnest Money Deposit (EMD) of Rs.16000/- (Rupees Sixteen Thousand Only) in the form of account payee DD drawn in favour of “Communication Accounts Officer O/o CCA (Kerala)” Payable at Thiruvananthapuram. The DD has to be submitted offline before 13 Hrs of 25/01/2017 to AD1, Office of DDG (TERM) Kerala, CTSD Complex (BSNL), Gandhi Nagar, Kochi 682020 in a sealed envelope. The envelope shall bear the tender name, the tender number and the words “DO NOT OPEN BEFORE- 27/01/2017, 14.30 Hrs. Scanned copy of DD is to be uploaded online along with other tender documents. Tenders received without the requisite Earnest Money Deposit (EMD) of Rs.16,000/- shall be rejected and returned to the bidder without opening commercial bid. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

1.7. 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 (TERM), Kerala, and Department of Telecommunications in this regard shall be final and binding on all.

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

(K.R. Revi.)
Assistant Director -1 (TERM)
Office of Dy. Director General (TERM)
Dept of Telecommunications,
CTSD Complex (BSNL), Gandhi Nagar,
Kochi – 682020.

2. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

2.1.1 The Office of Deputy Director General (TERM), Kerala Ministry of Communications Department of Telecommunications located at CTSD Complex (BSNL), Gandhi Nagar, Ernakulam requires the services of Manpower Companies / Firms / Agency registered with labour commissioner to provide services of data entry operator/ Semi Skilled Supervisory manpower to this office.

The contract will be for one year initially. The period of the contract may be extended for a period of one year after the completion of contract based on the requirement of the office for the above manpower or may be curtailed/ terminated before the contract period owing to the deficiency in service or substandard quality of the manpower deployed by the selected Company/ Firm/ Agency. This office, however, reserves the right to terminate this initial contract at any time after giving one week notice to the selected service providing Company / Firm/ Agency.

This office has initial requirement for Six Data Entry Operators/ Semiskilled Supervisory manpower. The Data Entry Operators/ Semi Skilled Supervisory manpower should be at least matriculate pass from recognised institution with a fair command on English. He / She should have sufficient knowledge of computer operations typically like MS Office, Excel, Access, Word etc and should be able to handle the data operations efficiently. The nature of services shall include carrying out all the functions generally performed in this office by computer operators including but not limited to the work of maintenance of office record etc.

2.1.2. **Disclaimer:** The near relatives of employees of this office are prohibited from participation in this tender. A declaration in the given format (Annexure-II) stating no relation to the staff of this office is to be furnished. The near relatives for this purpose are defined as:-

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

2.2 Job Requirements:-

The nature of services of Data Entry Operators/ Semi Skilled Supervisory manpower will include generally the following works.

- (i) Scanning the documents, computer data entry, preparation of reports and other general documents
-

- (ii) Typing letters and other documents
- (iii) Handling general data and editing current information
- (iv) Proof reading new entries into a database etc.
- (v) Keeping the data record updated
- (vi) Taking backup of data at regular intervals and storage of data etc.

2.3 Earnest Money Deposit (EMD):-

- 2.3.1** Earnest Money of Rs.16000/-(Rupees Sixteen Thousand Only) in the form of Demand draft of any nationalized bank must be submitted by bidders offline to AD1, O/O DDG (TERM), CTSD BUILDING, GANDHI NAGAR, ERNAKULAM-682020 before 25/01/2017; 13 Hrs in a sealed envelope bearing the tender name, tender number and the words 'DO NOT OPEN BEFORE 27/01/2017, 14.30 Hrs'. The validity of the Demand draft must be up to 3 (Three) months. The Demand draft shall be in favour of "Communication Accounts Officer O/o CCA (Kerala)" Payable at Thiruvananthapuram. Scanned copy of DD has to be uploaded along with requisite bid documents online.
- 2.3.2** The EMD in respect of the agencies which do not qualify the Qualifying Bid/Commercial Bid shall be returned to them without any interest. However the EMD in respect of the successful tenderer shall be either returned (without Interest) or adjusted towards the performance security deposit after finalizing the Tender.
- 2.3.3** 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.
- 2.3.4** Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid Demand draft will be forfeited to the Government.
- 2.3.5** The tenders without Earnest Money or DD incorrectly addressed will be summarily rejected.
- 2.3.6** 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.
- 2.3.7** Earnest Money shall be forfeited in case of the following—
- a. If the bidder withdraws or amends his tender or increase in rates after opening of the tender but before the validity of the quotation expires.
 - b. On refusal to enter into contract after award of contract.
 - c. If the work is not commenced on the date of starting the work after work is awarded to the contractor.

2.4 Submission of Bid / Bid opening:-

The tenders have been invited under **two bid system i.e. Qualifying Bid and Financial Bid.**

- 2.4.1** The agencies are advised to submit the bids as given below,

- (i) **Envelope 1** i.e. Following documents should be uploaded in the Cover1 along with signed copy of tender document downloaded.
- (a) Qualifying Bid (As in Annexure I)
 - (b) Declaration
 - (c) Disclaimer (As in Annexure II)
 - (d) Copy Registration certificate with Labour Department
 - (e) Copy of PAN / GIR card;
 - (f) Copy of the Income Tax return filed for the latest financial year;
 - (g) Copies of EPF and ESI registration certificates;
 - (h) Copy of the Service Tax registration certificate if any;
 - (i) Work experience/satisfactory performance certificate obtained from the concerned agency. Bidder should have at least 1 year experience in providing manpower to Public /Quasi Sector Companies / Banks /Registered Society and Government Departments etc; during the last three years.
 - (j) Scanned copy of DD for EMD as stipulated vide item 2.3.1 of Tender Notice.
 - (k) Copy of this Tender Document with each page duly signed and stamped by the authorized signatory of the agency in token of their acceptance.

All copies of documents should be self-attested. All the documents mentioned above are for establishing the eligibility and veracity.

- (ii) **Envelope 2** i.e. the Financial Bid (Format only in AnnexureV) should be submitted online in the BOQ.XLS file.

2.4.2 The conditional bids shall not be considered and will be **rejected**.

2.4.3 The bidder shall quote the Qualifying Bid as per the format enclosed at Annexure I and financial Bid as per BVQ.XLS file (Only Service Charge per day need be quoted online)

2.4.4 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. (Annxure III)

2.4.5 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.

2.4.6 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.

- 2.4.7** The competent authority of O/o DDG (TERM), Kerala, reserves the right to cancel any or all bids without assigning any reason.
- 2.4.8** 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), Kerala, Department of Telecommunications, Govt of India, in this regard shall be final and binding on all.
- 2.4.9** Bids, offering rates which are lower than the minimum wages (as applicable for Kochi) for the pertinent category, would be rejected.
- 2.4.10** The lowest bidder will be selected based on the service charge for total man power per day quoted (6 x Service charge per day for data entry operator/semiskilled supervisory manpower)

3. INSTRUCTION FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement are at <https://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 contractors/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 email id. All the correspondence shall be made directly with the contractors/bidders through email 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) Contractor / 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, which will be published in the web sites only and will not be published in the Newspapers. Bidders should regularly visit websites to keep themselves updated.
 - 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 Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person so that it reaches to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same 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/EMD as applicable and enter details of the instruments.
 - xix)** The details of the DD 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

4) TERMS AND CONDITIONS

4.1 General

- 4.1.1 The successful tenderer will have to execute an agreement, after remitting the performance security deposit, in a stamp paper worth ₹ 100/- (Rupees Hundred only) at his own expenses.
- 4.1.2 The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
- 4.1.3 The agency shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
- 4.1.4 For all intents and purposes, the contracting agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower deployed for contractual services. The man power deployed by the contracting agency in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o DDG (TERM), Department of Telecommunications.
- 4.1.5 The persons deployed by the contracting agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, adhoc, regular / confirmed employees of this office during the currency or after expiry of the contract.
-

- 4.1.6 In case of termination of this contract on its expiry or otherwise, the persons deployed by the contracting 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. Contractor should make it known the above to the manpower of the contractor.
- 4.1.7 This office will not be responsible to meet transportation, food, medical or any claims arising out of accidents during the course of employment and any other requirements in respect of the persons deployed by it (Agency) in this office except for the payment provided for, in this contract.
- 4.1.8 The contracting agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to manpower deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by contracting agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 4.1.9 Instructions contained in the tender notice, Scope of work and general instructions to tenderers are also part of the terms and conditions for the purpose of this tender.
- 4.1.10 The Deputy Director General (TERM), Kerala DoT, Ministry of Communications reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

4.2 Validity of the Contract:-

- 4.2.1 The period of contract will be for one year from the date of award of the contract unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work.
- 4.2.1 The contract may be extended, on the same terms and conditions, on mutual agreement of both the parties, for a further period not exceeding one year.

4.3 Security Deposit:-

- 4.3.1 The successful tenderer will have to deposit an amount of 5% of the estimated cost, rounded off to nearest hundred, as Performance Security Deposit at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Communication Accounts Officer, O/o CCA, Kerala payable at Thiruvananthapuram. The
-

performance security/BG should remain valid for Communication Accounts Officer, O/o CCA, Kerala for a period of 15 months from the date of commencement of contract.

- 4.3.2 The Performance Security deposit of the contractor shall be refunded on successful completion of the contract period after deducting recoveries, if any, due to the loss arising out of poor quality of work, incomplete work and / or any violation of any terms and conditions of the contract as stipulated in the bid document. Refund of Security Deposit is subject to full and final settlement of the final payment for the work contracted / executed under the contract. No interest will be paid to the contractor on the security deposit.

4.4 Supply of Manpower:

- 4.4.1 The contracting agency shall ensure that the manpower deployed in the Office of DDG (TERM), Kerala, Department of Telecommunications are competent enough to carry out the work specified/other conditions stipulated vide item 2.2 of this tender document.
- 4.4.2 This office, at present, has requirement of workload equivalent to Six Data entry operator/ Semi-skilled Supervisory 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.

4.5 Working Hours:-

- 4.5.1 Service shall be from 09:30 to 18:00 Hrs with lunch break/rest on all working days. Every worker shall be given a weekly off on Sunday with the provisions of minimum wages (Central) Rules 1960 as amended from time to time. The contractor may be called upon for the services on Sunday or Gazetted holidays also, if required, without any extra charge. No other emoluments shall be entitled to, except the actual bus fare for services outside office premises.

4.6 Details of Personnel:-

- 4.6.1 The contracting Company / Firm / Agency shall furnish the following documents in respect of the individual Attendants who will be deployed by it in this office before the commencement of work:
- 4.6.1.1 List of Persons short listed by agency for deployment at the O/o DDG (TERM), Kerala, and their Bio-data containing full details i.e. Photo, date of birth, marital status, address and copy of Adhaar Card etc;
- 4.6.1.2 Character certificate from a Gazetted officer of the Central/State Government .

- 4.6.2 The contracting agency shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.

4.7 Conduct / Misconduct of the Personnel:-

- 4.7.1 In case, the person employed by the Contracting 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 this office within 24 Hrs of being brought to their notice.
- 4.7.2 The contracting agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking etc in the office premises.
- 4.7.3 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 this office authorities on this will be final and binding on the contractor.

4.8 Confidentiality:-

- 4.8.1 The contracting 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 this office.

4.9 Legal

- 4.9.1 The Contracting agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office.
- 4.9.2 While supplying the manpower the relevant provisions of child labour (prohibitions and Regulation) Act, 1956, shall be complied by the agency.
- 4.9.3 Provisions of Interstate Migrant workmen (Regulation of Employment and Conditions of service) Act (in case of engagement of employees from other states), Employees Compensation Act, Maternity Benefit Act (in case of engaging women workers), Industrial disputes act, Payment of wages act and
-

Fatal Accidents Act shall be complied by the contracting agency for the manpower deployed.

- 4.9.4 Contracting agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to this office to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 4.9.5 Contracting agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
- 4.9.6 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.

4.10 Penalty:-

- 4.10.1 The contracted agency shall immediately provide a competent substitute in the event of any person leaving the job due to his / her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ ₹100 per day (per such case) on the contracting agency.
- 4.10.2 Compensation for interruption of service rendered, cost of materials or stores lost or damaged while carrying out the work, or cost of materials or stores not returned to this office on completion of work or cost of defective components, spares or tools, or towards damage of other utility services while carrying out the work, or any claim against the contractor for the payment of money arises out of or under this contract will be deducted from the monthly bill or any other amount payable to him.
- 4.10.3 In case, the contracting agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof this office is put to any loss / obligation, monetary or otherwise, This office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 4.10.4 In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.

4.11 Payment:-

- 4.11.1 The payment shall be made only to the contractor on a monthly lump sum basis as per the provisions of minimum wages act for all working days provided the manpower is available for work in the office for all working days of that month.
 - 4.11.2 The basic rates includes factor for payment of weekly off also. The Contractor shall pay the wages to the personnel on or before the 7th of every succeeding month to their respective bank accounts on e-payment mode, irrespective of delay in payment of Bill by this office for whatever reason.
-

- 4.11.3 The agency shall raise the bill, in triplicate, along with the advanced stamped receipt and attendance sheet in respect of the persons deployed and submit the same to DDO(TERM) in the first week of the succeeding month. As far as possible the payment will be released within 30 days of the submission of bill.
- 4.11.4 The Tax Deduction at Source (T.D.S.) shall be carried out as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
- 4.11.5 The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the previous month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of this office.

4.12 Termination:-

- 4.12.1 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.
- 4.12.2 In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.
- 4.12.3 This office reserves right to terminate the contract giving a week's notice to the contracting agency.

4.13 Arbitration:-

- 4.13.1 Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and the arbitrator and venue will be as decided by the DDG (TERM), Kerala.

Annexure-I
1. Qualifying BID

(To be enclosed in a separate envelope)

**For providing services of unskilled and semiskilled to O/o DDG (TERM), Kerala,
Department of Telecommunications.**

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

2. Name of proprietor / Director _____
of Company/Firm/agency

3. Full Address of Reg. Office _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

4. Full address of Operating office _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

5. Banker of Bidder with Account No. : _____

6. PAN / GIR No. : _____
(Attach attested copy)

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

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

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

10. Give details of the major similar contracts handled by the tendering Company / Firm / Agency on behalf of PSUs and Government Departments during the last one years in the following format. Attested copies of work orders may also be attached.

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

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

11. Details of Earnest Money Deposit : ₹ _____
D.D. / P.O. No. & Date : _____
Drawn on Bank : _____

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

Date:
Place:

Signature of authorized person
Name:
Seal :

2. DECLARATION

- 1) I, _____ Son / Daughter / Wife of
Shri _____ Proprietor / Director/authorized signatory
of the agency/Firm, mentioned above, is competent to sign this declaration and execute
this tender document;
- 2) I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;
- 3) The information / documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact
that furnishing of any false information / fabricated document would lead to rejection of
my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

ANNEXURE - II

Declaration of near relatives to be submitted by the Tenderer

We

M/s

.....R/o.....

.....hereby certify that none of our relatives defined in the tender documents is/are employed in the o/o the DDG TERM Kerala, CTSD complex, Gandhi Nagar, Kochi as details given in tender documents. In case at any stage, it is found that the information given by us is false/incorrect, office of the DDG TERM Kerala shall have the absolute right to take any action as deemed fit /without any prior information to me.

Signature of the tenderer with seal

Date:

ANNEXURE-III

Letter Of Authorization For Attending Bid Opening

**Subject: - Authorization for attending bid opening on.....(date) in the tender of
.....**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (bidder) in order of preference given below:-

Order of preference	Name	Specimen signature
---------------------	------	--------------------

1		
---	--	--

2 (Alternate Representative)		
------------------------------	--	--

.....
Signatures of bidder

Or

Officer authorized to Sign the bid documents on behalf of the bidder.

Note

1. Maximum one representative will be permitted to attend the bid opening. Alternate representative will be permitted only when regular representative is not able to attend. 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE-IV

PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the President of India (hereinafter called the 'Hiring authority') having agreed to exempt _____ (hereinafter called the Contractor) from the demand under the terms & conditions of Agreement/Supply 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 & 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 hiring authority an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the hiring authority by reason of any breach by the said Contractor(s) of any of the terms & conditions contained in the said Agreement.
 2. We (name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the hiring authority by reason of breach by the said contractor(s) of any of the terms & conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the hiring authority 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 hiring authority 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 bond being absolute and unequivocal. The payment so made by us under this bond shall be a 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 hiring authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (Office/Department) the hiring authority certifies that the terms & 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 thereof, we shall be discharged from all liabilities under this guarantee thereafter.
 5. We (name of the Bank) _____ further agree with the hiring authority that the hiring authority shall have full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of
-

performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the hiring authority against the said Contractor(s) and to forbear or

6. enforce any of the terms and conditions relating to the said agreement and we shall not be relieved off 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 HIRING AUTHORITY or any indulgence by the HIRING AUTHORITY 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.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
8. We (name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the HIRING AUTHORITY in writing.

Dated the _____ day of _____

For

(Indicate the name of the Bank)

_____ End of Document for Qualifying Bid _____

ANNEXURE-V
FINANCIAL BID

(Format only. To be submitted in the BOQ.XLS file online)

For providing services of skilled and unskilled manpower to O/o DDG (Telecom Enforcement, Resources & Monitoring Cell), Kerala.

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

2. Details of Earnest Money Deposit : ₹ _____

D.D. No. & Date : _____

Drawn on Bank : _____

3. With reference to the Letter No.1/43(1)/2016-LS-II Dated 30-09-2016 of the Chief Labour Commissioner, Central is given below,

Sl No.	Items	Data Entry Operator/ Semi Skilled Supervisory manpower
1.	Wages Payable by this office per man power per working day	₹. 170.00
2.	VDA admissible	₹183.00
3	EPF Contribution per man power by the employer (13.36)	₹ 47.16
4.	ESI Contribution per man power by the employer (4.75%)	₹ 16.77
5.	Service Charges per man power per working day <u>(to be quoted by the bidder)</u>	₹
6.	Service Tax on (1+2+3+4+5) Payable by this office	As applicable from Time to Time (Presently @ 15 %)

Total per day rate including Service Tax **6 Data Entry Operator /Semi-skilled man power**
In Figures.....

In Words.....

Yours Faithfully

Date

Name :

Signature:

ANNEXURE- VI

CHECK LIST

Sl No	Description of document	Yes/ No or NA
1	Qualifying Bid (Annexure I)	
2	Declaration	
3	Disclaimer (Annexure II)	
4	Self-Attested Copy of registration certificate with labour department	
5	Self-Attested Copy of PAN/ GIR card	
6	Self-Attested Copy of ITR filed for the latest financial year	
7	Self-Attested Copy of EPF registration certificate	
8	Self-Attested Copy of ESI registration certificate	
9	Self-Attested Copy of Service Tax registration certificate	
10	Work experience/ Satisfactory performance certificate	
11	Scanned copy of DD for EMD	
12	Signed copy of tender document	