

No. 23/8/2017-18/TDSAT/Admn.  
Government of India  
**Telecom Disputes Settlement & Appellate Tribunal**  
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Room No.478, Hotel Samrat,  
Chanakyapuri, New Delhi-21  
Tel. No.24102563  
Fax No.24122218  
Email: tdsat@nic.in  
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No.23/8/2017-18/TDSAT/Admn. / 8741

Dated: 7<sup>th</sup> November, 2017

**TENDER NOTICE**

Subject: Tender for annual job contract for Data Entry Operators, Office Keepers and Safaiwalas in the Office of TDSAT.


Sealed tenders are invited from eligible experienced and interested firms for providing Data Entry Operators, Office Keepers and Safaiwalas in the office of TDSAT. The contract will be valid for a period of one year from the date of award of contract, which may be extended subject to the terms and conditions attached therewith. The bidder/interested firms should have experience as mentioned in the terms and conditions enclosed.

2. The sealed tenders with separate Technical and Financial bids filled in the specified proforma shall be kept in another sealed envelop. The sealed envelops containing Technical and Financial bids shall be superscribed "Technical Bid" and "Financial Bid" respectively and the main envelop in which both Technical and Financial bids are kept must be superscribed "Tender for annual job contract for Data Entry Operator, Office Keepers and Safaiwalas in TDSAT".

3. Pre-bid Meeting:-Parties interested in participating in the bidding process are required to attend a pre-bid meet in the office of TDSAT in Room No.478, Hotel Samrat, Chanakyapuri, New Delhi-21 **on 1<sup>st</sup> December, 2017 at 11 A.M.**

4. The sealed envelop containing both Technical and Financial bid shall be submitted in the Office of TDSAT at Room No.478, Hotel Samrat, Chanakyapuri, New Delhi during office working hours **upto 2.30 p.m. on 11<sup>th</sup> December, 2017.**

5. The Technical bids shall be opened at 3.00 PM on the closing date of submission of the bids in room No.478. Hotel Samrat, Chanakyapuri, New Delhi by a Committee constituted for this purpose in the presence of authorized representatives of the tenderers who

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may wish to be present.

6 Complete tender documents can also be download from TDSAT's website:[www.tdsat.gov.in](http://www.tdsat.gov.in)

7. The tenderers whose Technical bids are accepted will be informed about the date of opening of financial bid in due course of time.

8. Tender received after the closing date and time shall not be considered under any circumstances.

9. The competent authority in TDSAT reserves the right to accept or reject any/all tenders without assigning any reason thereof.

**Sd/-**  
**(SujitGangopadhyay)**  
**Admn. Officer**

*Jr. Admn.*

### Eligibility Criteria

1. The firms/companies/agencies should have Registered/Branch Office in Delhi/ NCR.
2. The bidder should have at least three years experience in providing of Data Entry Operators (DEOs)/housekeeping staff, office keepers, safaiwalas in Ministries/Departments of Govt. of India/Public Sector Undertakings/ Autonomous bodies etc. The details of the contract viz. name and address of the Ministries/Departments/Public Sector Undertakings/ Autonomous bodies with telephone no. and copies of the agreement/ work order must be enclosed with the tender.
3. The bidder should have at least two running contracts of providing manpower for DEO/Housekeeping/Safaiwala with Ministries/departments of Central Govt. /Public Sector Undertakings, Autonomous bodies as on date of closing of tender with annual contract value of above Rs. 20,00,000- (Rupees twenty Lakhs).
4. The bidder must be registered with EPF, ESIC and GST /Income Tax department for supply of manpower for DEOs, Office Keepers and Safaiwalas.
5. The bidder should not have been blacklisted by any Government organization/Public Sector Undertakings/ Autonomous bodies. A self-declaration certificate on the letter head to this effect should be enclosed with the Technical bid.
6. The bidder shall provide a list in excess of 20% of required number of manpower in each category of persons to be employed alongwith their names and qualifications. The Tribunal if required, may call eligible persons from the list for interaction in order to judge their suitability for the job.

### Evaluation Criteria -Technical Bids

7. The tender must be accompanied by an Earnest Money Deposit (EMD) of Rs.50000/-(Rupees Fifty thousand only) in the form of Demand Draft/Pay Order from a commercial bank drawn in favour of "DDO, TDSAT" and payable at New Delhi. It shall remain valid for a period of three months. The tender not accompanied with EMD shall be rejected summarily. The earnest money shall be refunded to the unsuccessful bidders after finalization of the contract. It shall be refunded to the successful bidder on receipt of performance security deposit. No interest is payable on the EMD.
8. All entries in the Technical bid in the proforma at Annexure 'A' should be legible and filled up clearly. No overwriting or cutting is permitted in Financial bid at Annexure 'B'. However, cuttings, if any, in the Technical Bid must be initialled by the person authorized to sign the technical bids. Conditional bids will not be considered and will be rejected out rightly.

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9. Tender incomplete in any form will be rejected outright.
10. The bidder shall submit following self-attested documents with Technical Bid:-
  - (i) Copy of EPF Registration certificate.
  - (ii) Copy of ESIC Registration certificate.
  - (iii) Copy of GST Registration certificate.
  - (iv) Copy of PAN number.
  - (v) Self declaration Certificate to the effect that the firm is not blacklisted.
  - (vi) Copies of experience certificate/work order with Central Govt. departments/Public sector undertakings/Autonomous bodies for the last three years.
  - (vii) Copies of at least two similar running contracts with Central Government departments/ Public Sector Undertakings/Autonomous bodies.
  - (viii) Earnest Money Deposit (EMD of Rs. 50000/- in the form of Bank Draft/Pay order drawn in favour of DDO, TDSAT payable at New Delhi.
  - (ix) Copy of balance sheet and profit & loss A/c. alongwith with ITR for the last three years.
  - (x) Authority letter on behalf of company authorising person signing the bid document.
11. The bidder at all times shall indemnify TDSAT against all claims, damages or compensation under the provisions of Payment of Wages Act. 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Establishments Act as per latest amendments or any other law relating thereto and rules made thereunder from time to time. TDSAT will not own any responsibility in this regard.
12. Pre-bid Meeting:-Parties interested in participating in the bidding process are required to attend a pre-bid meet in the office of TDSAT in Room No.478, Hotel Samrat, Chanakyapuri, New Delhi-21 on 1<sup>st</sup> December, 2017 at 11 A.M.
13. The closing date and time for receipt of tenders will be **2.30 p.m. on 11<sup>th</sup> December, 2017.**
14. The Technical bids shall be opened at **3.00 PM of the same day (closing day for receipts of tenders)** in Office of the TDSAT, Room No.478, Hotel Samrat, Chanakyapuri, New Delhi, by a Committee constituted for this purpose in the presence of the authorized representatives of the bidding firms, who may wish to be present at that time.

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15. No bidder will be allowed to withdraw from the bidding process after submission of the Tender, otherwise the EMD submitted by the bidding firm would stand forfeited.

#### **Evaluation Criteria -Financial Bids**

16. The bidder shall quote per worker rate on monthly basis (not daily wage basis) as per minimum monthly wages prescribed by the Govt. of NCT of Delhi. EPF, ESIC, GST (as applicable), Service charges etc and total rate for all the manpower required should be duly filled up in proforma of financial bids at Annexure 'B'. Bids with service charges as 'Nil' shall not be considered.
17. The workers will be paid wages as per monthly minimum wages prescribed by the Govt. of NCT of Delhi.
18. Any increase in the monthly wages of manpower deployed in the TDSAT will be considered in accordance with revision of minimum monthly wages by Govt. of NCT of Delhi from time to time.

#### **Other terms & Conditions**

19. The bidder must employ adult persons only. Employment of child labour will lead to the termination of the contract besides other action as per relevant Acts. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities completed. A list of such persons alongwith their police verification report should be submitted within 15 days of award of contract.
20. The bidder shall deal with and settle the matters related with worker unions and shall make sure that no labour disputes/problems are referred to TDSAT. It shall totally indemnify TDSAT in this regard.
21. In case, the successful bidder declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
22. The successful bidder will have to deposit a Performance Security Deposit @ 10% of annual contract value by way of Fixed Deposit Receipt (FDR)/Bank guarantee from a commercial bank and hypothecated in favour of "DDO, TDSAT" and payable at New Delhi and valid for 60 days beyond the expiry of period of one year contract. In case of extension of contract, fresh Performance Security Deposit will have to be deposited.
23. The successful bidder will have to commence the work within 10 days of award of contract.

Otherwise the contract will be cancelled and EMD will be forfeited.

24. The salary of the workers should be paid by the 7<sup>th</sup> day of the following month for which the wages have become due. The contractual staff shall be paid by the contractor **through A/c payee cheques/ RTGS/NEFT/ECS only** and photocopy of the proof of payment shall be submitted to TDSAT alongwith bills. TDSAT reserves the right to verify records in this regard. Complaints regarding short payments if any shall be viewed seriously and may lead to serious consequences including termination of contract & blacklisting of the contractor.
25. The contract shall initially be valid for a period of one year and may be extended further on a yearly/half yearly basis subject to satisfactory performance, on the same terms& conditions. The contract may be curtailed/terminated earlier owing to deficiency in service or substandard quality of manpower deployed by the selected firm/agencies company. The Tribunal reserves the right to increase/decrease the requirement of workers on the basis of actual requirement.
26. If any worker arrives late (or leaves early) but permitted to perform duty, pro-rata deduction of the duty rate would be made on hourly basis. If a person deployed is absent on a particular day or comes late/leaves early on three occasions, one day's wage shall be deducted. However, no habitual latecomer would be allowed to work and it will be the responsibility of the contractor to provide a substitute.
27. 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 besides annulment of the contract.
28. Staff deployed by the bidder shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government property/person.
29. The bidder shall provide for following manpower:-

Sl. No	Manpower Description	No. of staff required	Min. Qualification
1.	Data Entry Operator	7	(i) One DEO should be Graduate and have diploma/ Certificate in Library Science and have good knowledge in working on Computer  (ii) Rest of the 6 DEOs should be Graduate and have good knowledge of typing and working on Computer
2.	Office Keepers	6	Matriculate but not Graduate
3.	Safaiwala	2	Unskilled (5 <sup>th</sup> Pass Desirable )

The actual requirement of manpower may vary from time to time and the decision of TDSAT in this regard shall be final.

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30. Each page of the tender document should be signed and stamped by bidder in acceptance of the terms and conditions laid down by TDSAT.
31. If the work of the contractor is not found satisfactory, TDSAT reserves the right to terminate the contract at any time without assigning any reasons and the decision of the TDSAT will be final and binding on the contractor.
32. The competent authority of TDSAT reserves the right to reject all or any tender whole, or in part, without assigning any reason.
33. Payment will be made on monthly basis in the succeeding month on submission of bill in triplicate. Payment of the bill will be based on computerized print outs in standardized proforma along with computer generated attendance sheet in respect of persons deployed.
34. Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of the contractor by the TDSAT and if no action is taken within TWO hours, penalty @ Rs.500/- per day per complaint will be imposed.
35. The bidder should ensure to maintain the required number of manpower staff and also arrange office keepers and safaiwalas. In case any of the provided manpower is absent, the reliever of equal status shall be provided by the bidder from the existing pool of DEO/office keepers and safaiwalas. If the required numbers of workers are less than the minimum required, a penalty @ Rs.500/- per worker per day will be deducted from the bill of the contractor in addition to the amount equal to the wages/salary of such absent workers.
36. Any dispute regarding the contract shall be resolved through arbitrator to be nominated by Head of Department, TDSAT. The contract shall be subject to relevant law and the jurisdiction of the courts located in Delhi.
37. TDSAT reserves the right for termination of the contract at any time, if the services of the contractor are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by TDSAT from its Security Deposit or pending bill or by raising a separate claim.
38. All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46-1 Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor will be reimbursed the amount so paid, provided such payment, if

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any, is not, in the opinion of TDSAT (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor and proper receipts are made available to TDSAT for verification and record.

39. The contractor shall furnish the relevant documents regarding payment of such taxes/levies as and when TDSAT will require from time to time.
40. The contractor shall be responsible for the conduct and integrity of his personnel(s) and will be responsible for any act of omission and commission on their part. He will vouch for their character and integrity.
41. The contractor should submit proof of coverage under ESIC and opening of EPF Account in respect of all the eligible manpower deployed for TDSAT and PF number along with the address should be provided by the agency to all the workers.
42. The successful tenderer shall solely be responsible for settling/resolving any dispute/claim of his/her personnel during the pendency of the Contract. No liability shall accrue to TDSAT under any circumstances even after expiry of the contract.
43. The contractor shall be responsible for payment of any compensation/settlement of any liability arising out to any death or injury caused to the persons employed by him for rendering the jobs on contract under the agreement, either under the Workmen Compensation act or any Act in force at that time.
44. The contractor shall also be responsible for any act of omission or commission on the part of his workers. Any damage done/ caused to the existing structure/furniture/fitting equipment by the workers of the contractor shall be got rectified by the contractor at his own cost or recovered from the contractor.
45. TDSAT reserves its right to get the contractual jobs done from any other party/person or agency. If the contractor at any time fails to carry out the said jobs any day, the cost and the expenses incurred for getting the job done on account of such failure on the part of the contractor would be deducted from the payment due to the contractor. If contractor fails to provide the services under the contract for 15 days consecutively or otherwise, the contract shall stand terminated without any notice and in such case the contractor would be liable to compensate this Tribunal for any losses caused to it due to the non-fulfilment of the contractual obligation.
46. The initial cleaning of all the areas specified should be completed by the scheduled time on all working days failing which a monetary penalty of Rs. 500/- per day may be recovered from the contractor's bill.

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47. The contractor will ensure carrying out cleaning work of all rooms/corridors/toilets of the premises of TDSAT on daily basis from 8:30AM with lunch break of half- an-hour and tea break for ten minutes once in the forenoon and once in the afternoon on all working days or as required by this Tribunal.
48. Cleaning of office furniture, glasses, doors, windows, roof, ceiling fans, blinds, carpets, tiles, mirror, Plants, Planters and other fixtures and ventilator of all areas of this Tribunal specified will be done by liquid soap/chemical/detergent to be provided by the TDSAT.
49. Toilets need to be kept clean in all respects by sweeping, washing and moping of floors, washing of glazed tiles on walls, urinal pots W. C. Pans, sink, wash basins, and all other fitting and fixture using disinfecting material like phenyl, vim, detergent powder, acid, liquid soap etc. on daily basis, to be provided by TDSAT without damage to electrical fittings.
50. The Safaiwalas should be available from 8.30 A.M. or as required on all working days.
51. The decision of authorized officers in TDSAT regarding satisfactory standard of cleaning of TDSAT premises shall be the final.
52. The DEO/Office keepers should reach TDSAT office at 9.30 A.M. on all working days. They may be called to attend duty on non-working day, if required, as per direction of the Admn. Officer.

Sd/-  
(SujitGangopadhyay)  
Admn. Officer

for [Signature]

Technical Bid

For providing Menpower in Telecom Disputes Settlement &amp; Appellate Tribunal (TDSAT), New Delhi

S.No.	Item	Details
1	Name of tendering Menpower Service Provider	
2	Details of the EMD	
	(i) Amount – Rs.50000/-	
	(ii) Demand Draft No. & Date	
	(iii) Issuing Bank	
3	Name of Proprietor/Director	
4	Full address of Registered Office	
	Telephone No.	
	Fax No.	
	Email Address	
5	Full address of Operating/Branch Office	
	Telephone No.	
	Fax No.	
	Email Address	
6	Banker of the Menpower Service Provider.	
	Name of the Bank	
	Name of the Branch	
	Telephone No. of Banker	
7	PAN No. (attach attested copy)	
8	GST Registration No. (attach attested copy)	
9	EPF Registration No. (attach attested copy)	
10	E.S.I. Registration No. (attach attested copy)	
11	Other statutory requirements	
12.	Self-declaration certification on letter head as per eligibility criteria with regard to Clause No.5 may be attached.	

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**FINANCIAL BID**

**For providing Menpower in Telecom Disputes Settlement & Appellate Tribunal (TDSAT), New Delhi**

**The composite Rate per person/per month for normal 8 hours duty six days a week ( separate sheet for DEO, Office Keeper & Safaiwala each may be attached)**

Service –DEO/ Office Keepers / Safaiwala (per person)

Basic pay	:	Rs.
ESI @ %	:	Rs.
EPF @ %	:	Rs.
GST Tax @ %	:	Rs.
Agency Service Charges (per person in Rs.)	:	Rs.
Any other statutory provisions	:	Rs.
Total	:	_____
		_____
Total (in words)	:	Rs.

**Signature of authorized person**

Date:

Name:

Place:

Seal:

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## DECLARATION

I, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_ signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document

I have carefully read and understood all the terms and conditions of tender and undertake to abide by them:

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:

Name:

Place:

Seal:

*for [Signature]*