

PRESIDENT'S SECRETARIAT
(Administration Section)

No.A-27011/5/16-Adm

29 Aug 2017

Subject: Tender for providing services of Telephone Operators to the President's Secretariat.

Online tenders are invited (technical and financial separately) for award of Contract for providing services of Telephone Operators to the President's Secretariat as per terms and conditions detailed out in the following paragraphs, from interested firms having requisite experience in providing the above services.

A. Qualifying Criteria :

Only registered and bonafide firms having adequate experience of at least three years in the relevant field in Govt. Ministries/Departments/Govt. Organisations/PSUs/Corporate Sector etc and having the requisite competence/capacity to handle jobs relating to providing services of Telephone Operators need only apply. While submitting the tender, the intending tenderers shall have to furnish to this Secretariat proof of pre-qualification, experience, antecedents, financial standing, turnover, valid ITCC, WTCC, STCC, Service Tax etc. A firm having any legal suit, criminal case pending against its proprietor or any of its Directors (in case of Pvt Ltd Company) or having been earlier convicted on grounds of moral turpitude or for violation of PF/ESI/Minimum wages Act or any other laws in force shall not be eligible.

B. Areas of work:

The staff shall be deputed to work in the Rashtrapati Bhavan/President's Estate.

C. Working Hours:

Working hours will be round the clock in three shifts as decided by the President's Secretariat with 6 day's week.

D. Manpower to be provided by Agency:

The minimum manpower to be deployed shall be 7(seven) Telephone Operators, which may increase or decrease as per requirement. The Telephone Operators should be at least 12th class pass and duly trained.

The service provider should also ensure that the persons deployed are clear from the security point of view. In case any adverse report regarding their character and antecedents comes to notice, the contract will be liable to be cancelled with immediate effect apart from other action as may be required by this Secretariat.

E. Settlement of Disputes:

In the matter of any disputes, between the parties regarding the terms and conditions of the contract and execution thereof, the matter shall be referred to an Arbitrator(s) as may be decided by the Secretary to the President for arbitration under the Arbitration & Conciliation Act, 1996. The Contractor shall not question the decision of the Arbitrator(s) on ground that the Arbitrator(s) is/are Government servant(s). The decision of the Arbitrator(s) shall be final and binding on the parties.

F. Other Terms and Conditions :

1. Attendance report of all the staff deployed at Rashtapati Bhavan/President's Estate shall be given to the Supervisory Officers under whom they are detailed.
2. No manpower other than those on duty shall be allowed to stay in the premises of Rashtrapati Bhavan/President's Estate during the specified working hours. Any loss/theft/damage/pilferage caused by the workers will be replaced by the service provider at his cost to its original specifications.
3. All requirements under various statutory laws including contract Labour Act must be complied with by the Service provider and the Service provider shall be liable to reimburse any amount paid by the President's Secretariat by way of default, interest and penalty. The Service provider will also maintain the relevant records of all payments made to the workers deployed and will produce the same to satisfaction of the President's Secretariat immediately when asked for. The agency applying for this tender should produce certificates for the previous financial years from the concerned authorities about the payment of Service Tax, Income Tax, Works Contract Tax, PF Registration and Income Tax PAN Number and any other Tax applicable.
4. Before taking up the contract, the Service provider will give details of the employees who shall work in the Rashtrapati Bhavan/President's Estate and their PF numbers. Any change will be informed to S.O. (Admn), President's Secretariat. The Service provider shall be responsible for the good conduct / behaviour of the workers deployed by them.

5. The staff deployed for the purpose of the Rashtrapati Bhavan/President's Estate shall be exclusively for President's Secretariat. Deployment of staff with any other existing institution at Rashtrapati Bhavan will not be permitted. The Service provider shall give an undertaking to this effect.
6. The Service provider will also be required to submit an undertaking that no legal suit / criminal case is pending against its Proprietor or any of its Directors (in the case of Private Limited Company) for any violation in PF Act, labour laws etc or having been earlier convicted on grounds of moral turpitude or for violation of any other law, and will provide details in case there is any such suit / criminal case pending.
7. An earnest money deposit (EMD) of Rs. 50,000/- (Rupees fifty thousand only) in the form of a DD, favouring Senior Accounts Officer, President's Secretariat, Rashtrapati Bhavan, New Delhi-4 will be deposited with the tender. The same shall be forfeited, if the agency refuses or do not undertake the work, if awarded. EMD will be refunded on finalization of contract.
8. A Security deposit in the name of Senior Accounts Officer, President's Secretariat, Rashtrapati Bhavan, New Delhi-4 of Rs.1,00,000/- (Rupees one lakh only) shall be made to President's Secretariat (either in the form of DD or Bank Guarantee), soon after the award of the work. This amount shall be retained by President's Secretariat, till the tenure of the contract. No interest will be paid on this amount of security deposit.
9. TDS and other taxes as applicable will be deducted from each bill. The documents as per the prevailing laws shall be submitted in time like Sale Tax, PF, ESI, etc.
10. S.O. (Admn), President's Secretariat will have a right to ask the disbursement of the salary in his presence as per Minimum Wages Act.
11. The deduction at the prevailing rate will be made for each day of absence of manpower, regardless of the reason.
12. If it is found that due to any reason (whatsoever it may be) any of the operations/functions/duties connected with the job is not done/discharged properly and satisfactorily, recovery shall be made from the Service provider's bill, as decided by the President's Secretariat.

Note: The aforesaid recovery shall be in addition to the penalty clause stipulated earlier. The decision of the competent authority in the President's Secretariat shall be final and binding on the Service Provider and which shall not be open to arbitration.

13. The submission of the tender will mean that the bidder has full knowledge of scope of work & all the terms & conditions of the works.
14. Weekly performance of the workers deployed will be observed by the officials entrusted with supervision of work.
15. Bills (in triplicate) shall be submitted at the end of each month along with certificates for the satisfactory performance from the officers under whom they are deployed.
16. The contract can be terminated with one month's notice, if during the tenure of the contract the performance is not found to be satisfactory and in this regard the decision of the President's Secretariat will be final and binding on the service provider.
17. Failure by the service provider to comply with any statutory requirements during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender in the President's Secretariat.
18. The President's Secretariat has all the right to reject/accept any/all the tender(s) without assigning any reason.
19. The rate quoted should be inclusive of and in accordance with the Minimum Wages and Statutory provisions like Provident Fund, ESIC, Service Tax etc. Any tender below the minimum wages stipulated by the Govt. of NCT of Delhi will be summarily rejected. No increase in the rate regardless of the nature will be entertained during the tenure of the contract except due to increase in statutory minimum wages.
20. Tender application without complete documents/information and quotation below prevailing minimum wages shall not be considered.
21. No negotiation will be undertaken with any tenderer except lowest qualified bidder.
22. If at any time during the period of contract, it comes to the notice of the President's Secretariat that the contractor has misled this Secretariat by way of giving incorrect/false information, which has been material in award of contract to him/her, the contract shall be liable to termination besides other legal action which may be initiated against him/her under law.

G. TENDERING PROCESS:

The tender bid prescribed at Annexure-I, and financial bid as provided in the BOQ complete in all respect should be uploaded on the CPP portal <http://eprocure.gov.in/cppp> by 1200 hrs of 14.09.2017. Technical bid complete in all respects along with scanned copy of requisite earnest money deposit may be submitted online by 1200 hrs on 14.09.2017. Technical bids will be opened on 1630 hrs on 15.09.2017 in the President's Secretariat, Rashtrapati Bhavan, New Delhi. Incomplete bid document will not be accepted. The tender bids will be scrutinized by this Secretariat. Late submission of tenders will not be accepted. President's Secretariat reserves the right to reject any or all quotations. President's Secretariat also reserves the right to increase or decrease number of shifts/persons offered during the currency of the Tender Period.

Note:-The tenderer should submit their technical and financial bid online on the CPP portal <http://eprocure.gov.in/cppp>. Wherever, the prices are to be quoted should be written in figures and words as well. The quoted prices should also include the impact of all overheads such as Wages, EPF, ESIC, Service Charges, Service tax etc. The instruction for bidders is mentioned in Annexure-II.



(Rubina Chauhan)
Under Secretary(Adm)

ANNEXURE-I

Tender for providing services of Telephone Operators to the President's Secretariat(Technical Bid)

<u>SI No.</u>	<u>Item</u>	<u>To be filled by the firm</u>
1	Name of the Proprietor in case of Proprietary Company / Firm	
2	Name of Director(s) in case of Pvt. Ltd. Firm	
3	Address (with Tele No. fax No, & e-mail)	Address _____ _____ _____ _____ Phone No. _____ Fax No. _____ Email _____
4	Contact person No. and his Mobile No.	Name _____ Designation _____ Mobile No. _____
5	The number of years of experience in Data Entry Operators/ Stenographers including business profile	
6	Address of Workplace with area of premises	Address _____ _____ _____ _____ Area of premises(in sqm) _____ _____

7	Whether owned/rented.	
8	Name of Banker	
9	Whether the firm has any legal suit / criminal case pending against its proprietor or any of its Directors (in the case of Pvt. Ltd. Company) or having been earlier convicted on the ground of moral turpitude or for violation of PF/ESI/Minimum wages Act or any other laws? Give details.	YES / NO (tick the appropriate option) If yes give/attach details :
10	Has the Company cleared by Income Tax for the last two years?	YES / NO (tick the appropriate option)
11	Enclose satisfactory service certificate from the previous customers (last 3 years).	Enclosed / Not enclosed (tick the appropriate option)
12	Enclosed certificate of registration of the firm.	Enclosed / Not enclosed (tick the appropriate option)
13	Enclose income tax returns for the last 3 years	Enclosed / Not enclosed (tick the appropriate option) Mention Years of IT returns enclosed _____ _____
14	Enclose certificate for payment of service tax for the last 3 years	Enclosed / Not enclosed (tick the appropriate option)
15	Mention registration number in respect of the Income Tax, service Tax/GST, PF, ESI and any authority applicable for present year. Also enclosed documents in support.	Income Tax (PAN No.) : _____ Service Tax/GST No. _____ EPF No. _____ ESIC No. _____ Any other _____ _____

Declaration

I hereby certify that the information furnished above is full and correct to the best of our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be black-listed and will not have any dealing with the President's Secretariat in future.

(Signature of authorized signatory)

Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnTrustline/SafeScript/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are**

considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected

22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.

25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).