

PRESIDENT'S SECRETARIAT
(Administration Section)

No.A-35011/20/01-Adm

18 October 2007

Subject: Tender for providing trained female Telephone Operators for operating EBABX of Rashtrapati Bhavan.

Sealed tenders are invited for award of Contract for providing trained female Telephone Operators for operating EPABX of Rashtrapati Bhavan 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 trained female 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 Telephone Exchange in the premises of Rashtrapati Bhavan near south basement.

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 at Rashtapati Bhavan Telephone Exchange, New Delhi shall be five as Female Telephone Operators, which may be more or less according to need.

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, 1986. 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 Telephone Exchange shall be given to the Supervisor, RB Telephone Exchange/S.O. (Gen. Admn).
2. No manpower other than those on duty shall be allowed to stay in the premises of Rashtrapati Bhavan during the specified working hours. Any loss/theft/damage/pilferage casued 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 year 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 Telephone Exchange 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 Telephone Exchange, President's Secretariat 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 ground 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. 7,500/- (Rupees seven thousand five hundred only) in the form of a DD, favouring Pay & 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 Pay & Accounts Officer, President's Secretariat, Rashtrapati Bhavan, New Delhi-4 of Rs.15,000/- 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.

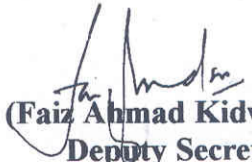
14. Weekly performance of the workers deployed will be observed by the officials entrusted with supervision of work of the Exchange.
15. Bills(in triplicate) shall be submitted at the end of each month along with certificates for the satisfactory performance from the Supervisor, Telephone Exchange.
16. 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. Tender application without complete documents/information shall not be considered.
20. No negotiation will be undertaken with any tenderer except lowest qualified bidder.
21. 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, complete in all respect should be sent in sealed cover superscribed "Tender Bid –Providing services of Trained Female Telephone Operators at Rashtrapati Bhavan Telephone Exchange" to this Secretariat, addressed to the Deputy Secretary(K), President's Secretariat, by 1500 hrs on 17 November 2007. 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 for operating the RB Telephone Exchange during the currency of the Tender Period.

Note:-

The tenderer should sign and stamp each page of their tender document as a token of having read and understood the terms & conditions contained herein and submit the same along with the bid. No photocopies of this tender document would be accepted. The tenderer would fill up the information in the Annexure enclosed at the end of this document in clear and legible terms. 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 over-heads. Annexure will also have to be signed and stamped by the firm through its authorized signatory.



(Faiz Ahmad Kidwai)
Deputy Secretary

PRESIDENT'S SECRETARIAT
(Administration Section)

Tender for providing services of trained female Telephone Operators for operating EBABX of Rashtrapati Bhavan.

Part I

1. Name of the Proprietor in case of Proprietary Company / Firm
2. Name of Director in case of Pvt. Ltd. Firm
3. Address (with Tele No. fax No, & e-mail)
4. Contact person
5. The number of years of experience in Providing female telephone operators Including business profile
6. Address of Workplace with area of premises.
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.
10. Has the Company cleared by Income Tax for the last two years?

11. The following certificates may be enclosed:-

- a. Satisfactory service certificate from the previous customers (last 3 years).**
- b. Certificate of registration of the firm.**
- c. Certificates from concerned authorities about the payment of service tax, income tax, work contract tax, and other taxes applicable. (for the year 2004-05, 2005-06 & 2006-07).**
- d. Certificates for registration with Income Tax, Sales Tax, PF, ESI and any authority applicable for present year.**

Part II

The duration for this contract will be one year preferably from 9th January 2008 to 8th January 2009. Tender for the above work may accordingly be submitted to this Secretariat by the date as specified in para (G). The rates shall be all inclusive. No increase in the rates regardless of the nature will be entertained during the tenure of the contract. Rate for the specified job may be quoted per month per worker in the space given below:-

Rate per month per worker for 6 days' week Rs. _____

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)