

**GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATION
DEPARTMENT OF TELECOMMUNICATION
O/o DEPUTY DIRECTOR GENERAL
TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL UP (EAST)
5/464-465, Viram Khand, Gomti Nagar, Lucknow – 226 010**

Tender: TERM/UP (EAST)/Outsourcing/2016-17

BID DOCUMENT

**TENDER FOR OUTSOURCING OF 'OFFICE UPKEEP, HOUSE KEEPING
SERVICES and DATA ENTRY WORK 'FOR USE IN O/o DEPUTY DIRECTOR
GENERAL TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL
UP(EAST)**

(Visit us at www.dot.gov.in)

Non transferable

Price of Bid Document: Rs.575.00

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**Government of India,
Ministry of Communication
Department of Telecommunications
O/o Deputy Director General
Telecom Enforcement, Resources & Monitoring (TERM) Cell, UP(East)
5/464-465, Viram Khand, Gomti Nagar, Lucknow - 262010**

Section-I

No. TERM/UP(EAST)/Outsourcing/2016-17

Dated

Notice Inviting Tender For Office Upkeep, House Keeping services ,Data Entry operators

1.1. E-Tenders on behalf of the President of India are invited under Two Bid System i.e. Qualifying Bid and Financial Bid for supplying manpower in the office of **DDG (TERM), UP (East)**, for a period of one year from the date of contract from experienced Manpower Companies / Agencies registered with labour commissioner.

The estimated cost of the tender is ₹ 9 lakhs (approx).

Description of services	Category of Supply	Quantity
Office Upkeep,House Keeping and Data Entry Operator Services	Unskilled Labour	1
	Semiskilled Labour	2
	Data Entry Operators	2

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.

2. Schedule –

Sale of bid Document	:	17.03.2017 to 13.4.2017 (Time 10:30 hrs to 15:00hrs.)
Last date & time for receipt of bids	:	13.04.2017,Time 15:00 hrs.
Date & Time for opening of Technical Bid	:	17.04.2017, Time 15:30 hrs.
Date & Time for opening of Financial Bids for technically qualified contractors	:	To be notified later
Place of opening the bids	:	Office of Dy. Director General, TERM Cell UP (E), 5/464-465, Viram Khand, Gomti Nagar, Lucknow – 262010
Validity of bid :		90 days from the date of Opening of tenders.

Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app> (herein after as Tender website). The portal enrolment is free of cost. Interested bidders may submit their quotation online on tender website as per the tender document. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above mentioned website. Any corrigendum/addendum regarding this tender will be available on the above this website only.

Demand Draft for an amount of Rs.575/- (Rupees Five Hundred and Seventy Five Only) (non refundable) from Nationalized/ scheduled bank drawn in favour of "AO (Cash), O/o C.C.A. UP (East), Lucknow", payable at Lucknow has to be submitted offline (Scanned copy of DD/ for fee exemption valid self attested registration certificate issued by NSIC to be uploaded online) towards tender document fee failing which the tender bid will be rejected. Bidders are requested to write their name and full address at the back of the demand draft submitted.

The applicant has to deposit Earnest Money Deposit (EMD) of Rs. **22500/- (Rupees Twenty Two Thousand five hundred Only)** in the form of a Demand Draft/ Pay order from Scheduled / Nationalized Bank drawn in favour of **AO (Cash), O/o CCA, UP (East) payable at Lucknow** or for fee exemption has to submit valid self attested registration certificate issued by NSIC. The same has to be submitted in soft copy format on line.

The aforesaid DDs/Pay orders/ for fee exemption valid self attested registration certificate issued by NSIC towards cost for Tender document ,EMD and Power of Attorney (in original) , if applicable, should be submitted to ADG (TERM), O/o DDG (TERM) UP(East), Lucknow on or before 15:00 Hours of **13.04.2017**.

The duly filled tender documents shall not be accepted if these are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD) or for fee exemption valid self attested registration certificate issued by NSIC.

The DD towards the cost of tender document and that towards the Earnest Money Deposit should bear the date after the date of NIT.

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), UP (East), Department of Telecommunications, Ministry of Communication, Govt. of India, in this regard shall be final and binding on all.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at [tender website](#). 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 e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- iii) Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.
- iv) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken / 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 (including annexures and appendices) carefully and upload the documents as called for; otherwise, the bid shall 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 of more than 2MB capacity, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with preferably 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.

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.

- xv) Bidder should submit the Tender Fee/ EMD/ for fee exemption valid self attested registration certificate issued by NSIC/ Power of Attorney, if applicable, as specified in the tender. The original documents should be posted/couriered/given in person 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.
- xvi) While submitting the bids online, the bidder should read the terms & conditions and accepts the same to proceed further to submit the bid documents.
- xvii) The bidder should select the payment option as "offline" to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- xviii) The details of the DD physically submitted to the office, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall be rejected.
- xix) The bidder should digitally sign and upload the required bid documents as indicated. Bidders should 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 it and are clear about the requirements of the tender requirements.
- xx) The bidder should upload the relevant documents as mentioned in the bid.
- xxi) 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 shall liable to be rejected.
- xxii) 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/ technical faults/ internet

disruptions or any other difficulties faced by bidders during the process of online submission of bids.

- xxiii) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be saved/ printed by the bidder and should kept as a record of online submission of bid for the particular tender and it will be considerable as an entry pass to participate in the bid opening date.
- xxiv) The time settings fixed in the server side & displayed at the top of the tender website, 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.
- xxv) All the data entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will be unreadable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- xxvi) 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 opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xxvii) 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.
- xxviii) The bidder should logout of the tendering website using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- xxix) 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**

Sd/-
ADG (TERM),
Ministry of Communication
Department of Telecommunication,
Telecom Enforcement, Resource & Monitoring (TERM) Cell, UPE
5/464-465, Viram Khand – V,
Gomti Nagar, Lucknow- 226010

Section-II

INSTRUCTIONS TO BIDDERS

SERVICES TO BE PROVIDED

1. **Services to be provided:** are given in Section V

2. **Eligible Bidders**

a. Bidder should be registered with the labour department of the Central / State Government.

3. **Cost of Bidding**

The bidder should send a demand draft for Rs 575/- (Rs. Five Hundred seventy five only) in favour of **ACCOUNT OFFICER (Cash), O/o C.C.A. UP (East) Telecom Circle, Lucknow**, payable in any commercial bank in Lucknow, towards cost of bid document, if downloaded document is submitted for participation in the tender. Bidders are requested to write their name and full address at the back of the Bank draft submitted in support of Tender document. Bids not accompanied by the requisite amount towards cost of bid document shall be rejected out rightly.

4. **Bid Document**

4.1 Bid document includes

- a. Instructions to bidders
- b. General Condition (Commercial) of contract
- c. Special conditions of contract
- d. Services to be provided
- e. Bid form
- f. Letter of authorization to attend bid opening
- g. Certificate on Non-participation of near relatives in the tender.
- h. Financial Bid document.
- i. Declaration

4.2 The bidder is required to examine all instructions, forms, terms and specifications in the Bid documents. Failure to furnish all or any of the information required as per Bid document or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.

4.3 A prospective bidder requiring any clarification on the Bid documents shall notify in writing. The office of DDG (TERM), UP (EAST) shall respond in writing to any request for

the clarification of bid document which it receives not later than 3 days prior to the date of opening of the Tender.

5. The tendering Companies / Firms / Agencies are required to enclose/upload photocopies of the following documents self attested, along with the Qualifying Bid signed on each page with seal to **establish bidders eligibility and qualifications**, failing which their bids shall be summarily/out rightly rejected and will not be considered any further :

(a) Copy of Registration certificate with Labour Department;

(b) Copy of PAN / GIR card;

(c) Copy of the IT return filed for minimum TWO financial years during last three years i.e. from **2013-14 to 2015-16**.

(d) Copies of EPF and ESI certificates (All pages);

(e) Copy of Service Tax registration certificate (All pages);

(f) Certified extracts of the Bank Account containing transactions during last Quarter **of year (from 01/04/2015 - 31/03/2016) (i.e. 2015-16)**.

(g) Work experience certificate issued not below the head of unit/Gazetted officer/Manager **of Central Govt. / State Govt. / PSU** for similar work for minimum **Two years out of the last Five years (i.e. from 2011-12 to 2015-16)**.

6. **Amendment to Bid Document**

- i. At any time, prior to the date of submission of bid, the DDG (TERM), UP (EAST) may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- ii. The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

7. **Document comprising the bid**

The bid prepared by the bidder shall comprise the following components.

- a. Documentary evidence established in accordance with clause 5 of Section II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted

- b. Bid security furnished in accordance with clause 11 of Section II
- c. A clause by clause compliance as per clause 10 of Section II
- d. Bid form and Financial Bid completed in accordance with clause 8 and 9 of Section II.
- e. **All documents as required by clause 5 of Section II.**

8. Bid Form

The bidder shall complete the bid form (Section VI) and the appropriate Financial Bid furnished in the bid document as per Section VIII.

9. Bid Price

- i. The bidder shall quote as per Financial bid given in Section VIII for the Upkeep, house keeping Services, Data Entry operators to be provided.
- ii. The price quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iii. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the financial bid.

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. The contract will remain valid for one year however contract may be extended for further period up to one year if agreed mutually by the contractor and Dy. Director General (TERM), UP(EAST) on the same rate, terms and conditions subject to the satisfactory performance of the work.

10. Clause by clause compliance

A clause by clause compliance of General conditions (commercial) of contract (Section III), and special condition (Section IV), shall be given along with the bid.

11. Bid Security

11.1 The Earnest Money Deposit (EMD) of Rs.22500 (Rupees Twenty Two Thousand Five Hundred only), refundable (**without interest**), should be necessarily accompanied with the 'Technical Bid' of the agency in the form of Demand Draft / Pay Order from any of the Scheduled bank drawn in favor of Communication Accounts Officer (Cash), O/o CCA, UP (East) payable at Lucknow valid for a period of 90 days. **Offer not accompanied by earnest money of the requisite amount or without proper validity will be summarily rejected.**

11.2 The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. The successful bidder's security (EMD) will be discharged upon the bidder's acceptance

of the award of contract satisfactorily in accordance with clause 15 and furnishing the performance security.

Further, if the agency fails to deploy workforce against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.

11.3 The bid Security may be forfeited:

- a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- b. If the successful bidder fails:
 - i. To sign contract in accordance with clause 17
 - ii. To furnish performance security in accordance with clause 2 of Section III

11.4 The bid shall be filled either typed or printed and all pages numbered consecutively and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract.

11.5 The bids with overwriting/erasures will not be entertained.

12. Submission of Bid:

The bid along with the necessary documents should be uploaded in the eprocure.gov.in portal as per the guidelines mentioned in the portal.

The DDG(TERM) may at its discretion, extend the deadline for the submission of bids by amending the bid documents in which case all rights and obligations of the DDG(TERM) and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Department of Telecommunications reserves the right to award the contract to one or more parties.

13.

- a. Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.
- b. To furnish a bid not in accordance with 11.1 shall be rejected as non-responsive at the bid opening stage and returned to the bidder unopened.
- c. The bid security of unsuccessful bidder will be discharged /returned (without interest) as early as possible but not later than 30 days after the expiry of the period of bid validity.
- d. Conditional bids will out rightly be rejected.

14. Bid Opening:

Tenders duly filled in will be uploaded and opened on the date and time indicated in the letter/ Notice Inviting tenders. Bid opening and finalization will be according to e-procurement procedures.

Evaluation:

14.1 The DDG (TERM) UP (EAST) shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly submitted and whether bids are generally in order. Minor deficiencies like spelling mistakes in bid document can be waived off at the discretion of this office.

14.2 A bid will be considered as non-responsive –

i. If the Bid security (EMD) is not submitted (in form of DD) or amount drawn is less.

ii. If the DD for bid security/cost of tender form is not drawn as given in NIT.

iii. If the bid validity is less than 90 days

iv. If bids submitted with conditions other than those specified in the Bid document.

v. If the bids are received later than the specified time of closing of the bid

vi. If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.

vii. Canvassing of any form.

14.3 A substantially responsive bid is one, which conforms to all the terms and conditions of the Bid document without material deviation. A bid determined as substantially non-responsive will be summarily rejected by the Dy. Director General (TERM), UP (EAST).

14.4 If there is a discrepancy between words and figures the amount in words shall prevail. The Dy. Director General (TERM), UP (EAST), will determine the substantial responsiveness of each bid to the bid document.

14.5 The DDG (TERM) UP (EAST) shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered (inclusive of all statutory liabilities, taxes, levies, cess etc.) as indicated in Section VIII of the bid document.

14.6 L1 shall be decided based on the rate quoted in **Section VIII**. The formula for determining L1 is $1A+2B+2B$

15 Award of Contract

The DDG (TERM) UP (EAST) shall consider placement of letter of intent to those bidder(s) whose offers have been found acceptable. The bidder shall within 2 weeks days, of issue of letter of intent, give his acceptance along with performance security in conformity with section IX of the bid document.

DDG TERM UP (East) shall issue the work order separately to the successful bidder for engagement of outsourced persons.

16 Right to vary quantities

The DDG (TERM) UP (EAST) reserves the right at the time of award of contract / during the contract period to increase or decrease as per the required quantity of services specified in the Services to be **and** provided without any change in charges of the offer or other terms and conditions.

17 Signing of Contract

17.1 Signing of Agreement shall constitute the award of outsourcing contract on the bidder.

17.2 Upon the successful bidder furnishing the performance security, the Dy. Director General (TERM), UP (EAST) shall discharge its bid security in pursuant to Clause – 11.2.

18 Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 17 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Dy. Director General (TERM), UP (EAST) may make the award to any other bidder at the discretion of the Dy. Director General (TERM), UP (EAST) or call for new bids.

19 Period of validity of bids

- a. The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by the Dy. Director General (TERM), UP (EAST), as non-responsive.
- b. A Bidder accepting the request of the Dy. Director General (TERM), UP (EAST) for an extension to the period of bid validity, in exceptional circumstances may do so, however will not be permitted to modify bid.

20 Cancellation of bid

The DDG (TERM) UP (EAST) reserves the right to cancel the bid (tender) partly or fully without assigning any reason.

SECTION III

GENERAL CONDITIONS (COMMERCIAL) OF CONTRACT

1. **Application**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by the Dy. Director General (TERM), UP (EAST).

2. **Performance Security**

2.1 The successful bidder shall be required to deposit an amount equal to 10% of the Tendered value subject to maximum limit of Rs.5 lakhs within 2 weeks of conveying the Dy. Director General (TERM)'s, UP(EAST) Lucknow intention for accepting the bid as Performance Security

2.2 The performance security (10% of Tender cost) will be furnished in the form of the Bank Guarantee, or Fixed Deposit Receipt (FDR) from a Scheduled Bank, made in the name of the Company / Firm / Agency **but hypothecated to the** Communication Accounts Officer (Cash), O/o CCA, UP (East) payable at Lucknow. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the bidder

2.3 Performance security will be discharged after compliance of contractor's performance obligation under the contract.

2.4 Performance Security will not carry any interest if paid in the form of DD.

2.5 If the contractor fails or neglect any of his obligations under the contract it shall be lawful for the Dy. Director General (TERM), UP (EAST) to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. **Executive Time Limit**

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. **Payment terms**

a) The agency shall raise the bill, in duplicate, along with attendance sheet duly verified by concerned ADG of TERM Cell UP (East) in respect of the persons deployed and submit the same to concerned DDO (TERM) in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month. However, the relevant enclosures are specified as follows:

i. Copy of details of payment made to the manpower in the presence of the designated officer of O/o DDG, TERM Cell UP (East) Lucknow. The payment to the manpower shall be done either by cheque or through ECS only.

ii. EPF and ESI Challans.

iii. List of individual details of contributions made by the employer / employee towards EPF and ESI.

iv. Copies of the complete paper of the service tax paid receipt

5. Termination of Contract

The DDG (TERM), UP (EAST) may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts:

- a. If the contractor fails to arrange the supply of any or all of the Upkeep, house keeping personnel, Data Entry operators within the period(s) specified in the contract or any extension thereof granted by the DDG (TERM), UP(EAST), Lucknow
Or
- b. If the contractor fails to perform any other obligation(s) under the contract.

The DDG (TERM), UP(EAST) may without prejudice, to other rights under Law or the contract provided get the hiring of Upkeep, house keeping ,Data entry personnel done at the risk and cost of the contractor in above circumstances.

6. Termination for in solvency

The DDG (TERM) UP (EAST) may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

7. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockage or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality and given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be responsible of such events and be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exists, and the decision of Dy. Director General (TERM), UP(EAST) as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

8. Arbitration

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitrator, who will be appointed by the Dy. Director General (TERM).UP (EAST).
- 8.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 8.3 The venue of the arbitration proceedings shall be at office of the Dy. Director General (TERM), UP (EAST), 5/464-465, ViramKhand, Gomti Nagar, Lucknow-226010 or such other place as the arbitrator may decide.

9. Set Off

Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by Dy. Director General (TERM), UP (EAST) and set off the same against any claim of Dy. Director General (TERM), UP (EAST) for payment of a sum of money arising out of this contract or under any other contract made by contractor with Dy. Director General (TERM), UP (EAST), Lucknow.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT TERMS AND CONDITIONS

GENERAL:

1. The contractor shall be registered with appropriate authority's i.e. labour commissioner of Uttar Pradesh in this case.
2. The contract for "office upkeep and house-keeping Data entry operators"**(01 unskilled and 02 semi skilled manpower,02 Data Entry operators)** shall be for a period of one year, 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.
3. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and this office.
4. The contract may be extended, on the same terms and conditions or with some addition / deletion / modification, for a further period not exceeding one year.
5. The contractor 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.
6. The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act 1948. The contractor will maintain proper record as required under the Law / Acts. The contract will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the DDG TERM Cell, UP (East).
7. The requirement of this office {TERM UP (East)} may further increase or decrease during the period of contract and the contractor would have to provide additional Attendants, if required on the same terms and conditions.
8. The contractor will be bound by the details furnished by him / her to this Department, while submitting the bid 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.

9. Financial bids of only those contractors who qualify in the technical bid shall be evaluated. This office reserves right to terminate the contract during entire period also after giving a one months notice to the contracting agency.

10. The contractor shall ensure that the persons deployed for the work in The Office of DDG (TERM), UP (East) Department of Telecommunications, Lucknow conforms to the technical specifications of language skills etc. prescribed in the Tender Document.

11. The persons deployed by the agency shall be required to work normally as per this office's working days, i.e. from Monday to Friday from 09:00 hrs. to 18:00 hrs. With a lunch break. The person deployed may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required, without any extra charge. The attendant, if deputed for any official work outside the office within UP (East) area, shall not be entitled for any other emoluments except only the actual ordinary bus fare for the purpose.

12. The contracting Company / Firm / Agency shall furnish the following documents in respect of the individual Attendants who will be deployed by it in this Department before the commencement work:

- a. List of Attendants short listed by agency for deployment at the O/o DDG (TERM), UP(EAST), Lucknow containing full details i.e. date of birth, marital status, address etc;
- b. Bio-data of the persons.
- c. Certificate of verification of antecedents of persons by local police authority.

13. In case, the person employed by the successful contractor commits any act of omission / commission that amounts to misconduct /Indiscipline/ incompetence / security risks, the successful contractor will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 2 days of being brought to their notice, failing which it would be treated as breach of contract which may lead to cancellation of contract.

14. The bidding company 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.

15. The service provider 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.

16. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

17. The person deployed shall be required to report for work at 09:00 hrs. to ADG TERM Cell ,UP(East) and would leave at 18:00 hrs. In case, person deployed is absent on a particular day, comes late / leaves early or does not perform the duties assigned to him, the payment will be done on pro-rata basis.

18. For inferior quality or incorrect execution of work, the in-charge of work will be empowered to deduct from bills 5 % amount of W.O. in addition to excess payment made to rectify/reconstruct or replace any defective work. No payment will be made for such execution.

19. The selected agency shall immediately provide a 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 penalty @ Rs. 200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.**

20. For all intents and purposes, the contractor shall be the “Employer” within the meaning of different Labour Legislations in respect of attendants so employed and deployed in this office for contractual services.

21. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person 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 service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

22. It will be the responsibility of the contractor to meet other expenditures like transportation, food, medical and any other requirement of contractor’s workforce for carrying out the contracted works. TERM cell will have no liability in these regard at any stage.

23. The persons deployed by the contractor shall not have any claims of Master and Servant relationship vis a vis TERM cell nor have any principal and agent relationship with or against the TERM cell of DoT.

24. The work force deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of this office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in the TERM cell. The Contractor should communicate the above to all the persons deployed in this office by the contractor.

25. Payment shall be made only to the contractor and on monthly basis as per actual services. The contractor has to raise invoices in the first week of the next month for the services rendered in the month.
26. The contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages Acts, Provident Fund, and Employees State Insurance, and any other act/laws pertaining to the service asked in this tender in respect of the persons deployed by it in this office.
27. Contractor shall also be liable for depositing all taxes, duties, levies, Cess etc. on account of service rendered by it to Ministry of Communication to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
28. The contractor 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.
29. The Tax Deduction at Source (T.D.S.) shall be deducted 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 / CCA office.
30. Bids, offering rates which are lower than the minimum wages (as applicable for Lucknow) for the pertinent category, would be rejected.
31. In case the contractor 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.
32. The agency shall arrange to carry out assigned job following points in mind that the Upkeep, house keeping Data work activities should not cause any disturbance to the activities in the office.
33. The DDG (TERM) UP (EAST) office shall supply all the items i.e., cleaning items, tools for cleaning, and other accessories for carrying office upkeep.
34. The Upkeep, house keeping workers, Data Entry operators employed shall be bound to observe all the instructions issued by the DDG (TERM) UP (EAST) concerning general discipline, behavior and cleanliness.

35. The DDG (TERM) UP (EAST) shall not be liable to provide any residential accommodation or transport to the Upkeep, housekeeping and data entry operators. No cooking or lodging shall be allowed inside the office premises.

36. The Tenderer(s) should give a certificate as per **Annexure-I** to the effect that none of his/her such relative is working in TERM Cell/CCA/DoT. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company.

SECTION V

Services To Be Provided

This office has initial requirement for **01 (One unskilled, 02 (Two) semi-skilled, 02(Two) Data Entry operators**. The person deployed for unskilled work should be able to read and write Hindi and also be able to read names and addresses in English. The semiskilled manpower should be at least matriculation pass with a fair Command on English The nature of services shall include carrying out all the functions generally performed in this office by attendants/Messengers including but not limited to the work in the Dak section, Dispatch of the Dak at post office, Delivery of the letters to other offices and any other duty assigned to him/her.

The contract for Data Entry Works shall be for Six months, 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.

Initially Data entry operators shall be engaged for a period of six months, which may be extended for further six month as per the decision of competent authority.

The nature of service will require the following abilities.

I) For unskilled Manpower

- a) Opening and Closing of the office.
- b) Regular cleaning, sweeping and mopping of the office building/compound, dusting of furniture etc. so as to maintain general cleanliness and hygiene in office.
- c) Cleaning of the electrical appliances like fans and lights.
- d) Making arrangements for tea, coffee, water etc. during the meetings and routinely to the officers of TERM Cell and other official visitors/representatives.
- d) Any other miscellaneous type of work assigned by the officer-in-charge

Quantum of work:

- a. For performing the above mentioned works there will be requirement of minimum 1(One) person in office i.e. TERM Cell UP (E)

For Semiskilled Manpower

- a) Photocopying, making sets of reports and other general office documents
- b) Dispatch and delivery of official letters by messenger, ordinary post and registered post
- c) Distribution of office Dak & files of general nature among the officers
- d) Any other miscellaneous type of work assigned by the officer-in-charge

Quantum of work:

- a. For performing the above mentioned works there will be requirement of minimum 2(Two) person in TERM Cell UP (East)

5. For Data Entry Works

- a. Scanning the documents, computer data entry, preparing of reports and other general office documents.
- b. Typing the official letters and other documents.
- c. Good knowledge of MS Office.
- d. Handling existing data and editing current information.
- e. Proof reading new entries into a database etc.
- f. Keeping the office record updated.
- g. Taking backup of data at regular intervals and storage of data.
- h. Any other miscellaneous type of work assigned by the officer-in-charge

Quantum of work:

For performing the above mentioned works there will be requirement of minimum 2(Two) person in TERM Cell UP (East) for six month.

SECTION – VI

BID FORM (Technical)

Bidder's details

**For Outsourcing of work requiring Unskilled, semi-skilled, Data Entry Operator
Manpower in the O/o DDG (TERM), UP (East
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/Branch Office _____
Telephone No. : _____
FAX No. : _____
E-Mail Address : _____
5. PAN / GIR No _____
(Attach attested copy)

6. Service Tax Registration No. _____
(Attach self attested copy)

7. E.P.F. Registration No. _____
(Attach self attested copy)

8. E.S.I. Registration No _____
(Attach self attested copy)

9 Give details of the major similar contracts during the last three years with Public Sector Companies / Banks and Government Departments 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 (Rs. Lacs)	Duration of Contract	
			From	To
1				
2				
3				

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

10 Additional information, if any:
(Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal :

SECTION VII

ANNEXURE-I

CERTIFICATE REGARDING NEAR RELATIVES

I S/O resident of hereby certify that none of my near relative(s) as defined below is/are employed in DoT/TERM Cell / CCA . In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have absolute right to take any action as deemed fit without any prior information to me.

Definition: The near relatives of all employees working in the Department of Telecommunications (TERM Cell/ CCA/ DoT); either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family,
- (b) They are 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) & sister's husband(brother-in-law).

(In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company)

SECTION VIII

FINANCIAL BID

ANNEXURE-II

For Outsourcing of work requiring unskilled, Semi-skilled, Data Entry Operator O/o DDG (TERM), UP (East), Department of Telecommunications

1. Name of tendering Company / Firm / Agency:

2. (a)

Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the Lucknow area for outsourcing of work **Requiring Unskilled Labour and Semi-skilled Manpower** and Data Entry operator other by laws applicable (inclusive of all statutory liabilities, taxes, duties, levies, cess etc.).

(b) **Service Charges:** The tenderer shall be required to quote only service charges per contract employee, which shall be the deciding parameter for the award of the contract.

Sl.No	Description of services	Service charge (in Rs.) in fig. and Word
1	Unskilled Labour category per person per day	In fig. In word
2	Semiskilled Labour category per person per day	In fig. In word
3	Skilled(Data Entry operator) category per person per day	In fig. In word

Service tax will be paid extra on administration charges, if the proof of payment is provided

Dated
firm

Signature of tenderer with stamp of the

Place

Full Name

seal

Notes:

1. The rates quoted by the tendering agency should be inclusive of all the statutory taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of calendar month only on the basis of duties performance by each man power during the month
3. L-1 bidder will be decided based on service charge
4. Any correction /modification/updating must be authenticated by the counter sign.
5. Any difference between quoted figure and words, the rates quoted in words will prevail and be treated as final.
6. Service charges will remain same for given basic rate during complete contract period. It will not be effected when manpower wages changed by the Government.

Formula for calculating L-1 is: **1A+2B+2B**

The workforce employed by the agency shall be required to work normally as per this office's working days, i.e. from Monday to Friday from 09:00 hrs. to 18:00 hrs ,with a lunch break. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. Extra wages will be paid for attending the office on such holidays.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

Notes:

SECTION IX

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on..... or before date of bid opening)**

To
The Dy. Director General
5/464-465,ViramKhand-V,
Gomti Nagar,Lucknow-226010

Sub:- Authorization for attending bid opening on (Date) in the tender of
No.

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

Signature of Bidder
Or
Office authorized to sign the bid
Documents on behalf of the Bidder

Note

1. Maximum of two representatives will be permitted to attend bid opening in cases where it is restricted to one first preference will be allowed. Alternate representative will be permitted when regular representatives are 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.

Section-X
ANNEXURE-III
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 :

Tender Compliance Sheet

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

(Unconditional acceptance of Terms and conditions of the tender)

1. Application – Technical Bid;
2. Attested copy of Registration of Agency with Labor Department;
3. Certified copy of the Statement of Bank Account of agency for last Quarter Year (2015-16) i.e. from 01-04-15 to 31-03-2016.
4. Attested copy of PAN / GIR Card;
5. Attested copy of IT Returns filed by agency for minimum Two Years (any two years from 2013-14 to 2015-16);
6. Attested copy of Service Tax registration Certificate (All pages of certificate is to be submitted);
7. Attested copy of the P.F. registration letter / Certificate (All pages of certificate is to be submitted);
8. Attested copy of letter the E.S.I. registration / Certificate (All pages of certificate is to be submitted);
9. Certificate of Work Experience of similar work for minimum Two years (Only Work Orders are not acceptable).
10. Certified documents in support of entries in column 10 of Technical Application;
11. Duly filled in Annexure-I, II, III.
12. Copy of the terms and conditions in Tender Document with each page **duly signed and stamped / sealed** by the authorized signatory of the agency in token of their acceptance.