



**GOVERNMENT OF INDIA  
MINISTRY OF COMMUNICATION & IT  
DEPARTMENT OF TELECOMMUNICATIONS**

**BID DOCUMENT**

**“e-TENDER FOR DAY TO DAY RUNNING OF OFFICE  
AND HOUSE KEEPING SERVICES”.**

(For details visit us at [www.dot.gov.in](http://www.dot.gov.in) or <http://eprocure.gov.in>)

**(TECHNICAL BID)**

NAME OF THE TENDERER.....

Tender Document No. ....

Issued on.....

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**OFFICE OF THE DEPUTY DIRECTOR GENERAL  
(COMPLIANCE) Chhattisgarh Raipur**

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**DEPARTMENT OF TELECOM****OFFICE OF THE DEPUTY DIRECTOR GENERAL (C) C.G. RAIPUR**

No. C-5/TERM-CG/Tender/D.E.O/17-18/10

Dated 11/08/2017

**- NOTICE INVITING TENDER -**

e-Tenders are invited on behalf of President of India by the Deputy Director General (C) DoT Chhattisgarh, Raipur, for outsourcing of office works in O/o DDG (C) CG Raipur mentioned below from the Experienced & eligible and Competent manpower supply Contractors/Firms/ Individuals and Registered Companies in India for providing services for day to day running of office and housekeeping services in the office of DDG (TERM CG), for a period of one year from the date of contract.

Office where services are required	Schedule of requirement	Quantity	Estimated cost of work in Rs.	EMD amount in Rs.
O/o DDG TERM Raipur, CTO Building Jaistambh Chowk, 2 <sup>nd</sup> & 3 <sup>rd</sup> Floor	1. Data Entry Operator/ Office Assistant 2. Office boys/ Helpers 3. Sweeping and Cleaning of Office Premises	4 (Four) 4 (Four) 1 (one).	<b>1800000</b>	<b>45000</b>

**ELIGIBILITY CONDITIONS:**

- Bidder should have experience of manpower supply in any Central or state Govt. Departments or PSUs having minimum experience of Rs. 4.5 Lakhs in last three financial years. Experience certificate should be on the letter head of issuing organization & should have official seal of issuing authority. Only work order will not be accepted as experience certificate. A copy of such experience certificate should be enclosed along with Technical bid. All documents should be self attested and the original to be produced as & when asked for.

**General Conditions:**

- Downloading of Tender : From 11/08/2017, The tender document can be downloaded from website <http://www.dot.gov.in> or the E Procurement portal <http://eprocure.gov.in/eprocure/app> by using bidder login credentials
- Demand Draft/bankers cheque for an amount of Rs.500/- (Rupees: Five Hundred only) (non refundable) from Nationalized/ scheduled bank drawn in favour of “CAO (Cash), O/o C.C.A. DoT, Raipur”, payable at Raipur has to be submitted offline (Scanned copy of DD/bankers cheque to be uploaded online) along with EMD towards tender document fee, failing which the tender bid will be rejected.
- Last time and date of submission of tender/Bid** : **01/09/2017 up to 14:30 Hrs**
- Date and time for opening of Technical Bid** : **04/09/2017 at 15:00 Hrs**
- Date and time for opening of financial Bid** : **To be communicated separately..**
- Place of opening of Bids** : Chamber of ADG(C) % DDG(C) DoT, 2<sup>nd</sup> Floor, CTO Building, Jai Stambh Chowk, Raipur.
- Duration of contract:** One Year from the date of Award of contract with an option of extension for a further period of Six months by DDG (C) at the same rate, terms & conditions.
- The applicant has to deposit Earnest Money (EMD) in the form of a Demand Draft/ Banker's cheque from Scheduled / Nationalized Bank, valid for minimum 60 days from last date of submission of tender/bid, drawn in favour of CAO(Cash), O/o CCA DoT, Raipur payable at Raipur has to be submitted offline (Scanned copy of DD/banker's cheque to be uploaded online).
- The aforesaid DDs/Banker's cheques towards cost for Tender document and EMD should be submitted to the tender inviting authority i.e., ADG, TERM Chhattisgarh Raipur upto Last time and date of submission of bid . Bidders are requested to write their name and full address at the back of the Bank draft / Bankers Cheque submitted.
- Interested bidders may submit their quotation online as per the tender document in the websites <http://eprocure.gov.in/eprocure/app>. Bidders are required to follow the instructions carefully as per the tender document and the instructions given in the above said website. Any corrigendum/addendum regarding this tender will be available on the above said website only.
- The DDG (C) Raipur reserves the right to reject any or all tenders without assigning any reasons whatsoever and not bound to accept the lowest tender.
- The bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.
- It is the responsibility of bidders to check for any correction/corrigendum/amendments prior to the last date of submission of bid. The amendments shall be uploaded on the portal and shall be binding on the bidders
- If tenderer does not come himself then person who is attending tender opening on his behalf must have original power of attorney or authority letter on the original letter pad with attestation of the person attending the bid opening, along with the online bid submission acknowledgement number.
- In case of any dispute, details given in NIT shall be final.

**ADG (C) O/o DDG (C) Raipur.**

Signature and Seal of the Bidder

**SUMMARY REJECTION CONDITIONS**

**Bidders should note that the bid shall be summarily rejected by Tender Opening Committee, if any one of the following conditions is not followed by the bidder:**

1. If bid is received without cost of the tender form (in form of DD/Bankers cheque) or cost less than that mentioned in the NIT.
2. If the Bid security (EMD) is not submitted offline (in form of DD/Bankers cheque) or amount drawn is less.
3. If the DD/ Bankers cheque for bid security/cost of tender form is not drawn as given in NIT.
4. Bid shall remain valid for 180 days from date of opening of the bid (Technical Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED.
5. Single Stage Bidding & Two Electronic Envelope System  
The bidder shall submit his bids in two envelopes:  
  
The First electronic envelope will be named as **Technical bid**. This envelope will contain documents of bidders satisfying the eligibility/Technical & commercial conditions, scanned copy of bid security and cost of bid document.  
  
The Second electronic envelope will be named as **Financial Bid** containing Price Schedule.
6. The bidder shall submit the following documents offline to **ADG (C) ,2<sup>nd</sup> floor , CTO Building O/o DDG (C) CG, Raipur** on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear the tender name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
  1. EMD-Bid security (Original copy)
  2. Cost of Bid Documentboth in the form of DD/Bankers cheque – drawn in favor of **CAO(Cash), O/o CCA DoT, Raipur** payable at Raipur. (Non Refundable & Non Transferable)  
If this DD/Bankers Cheque is not available as desired, the bid will be rejected at the time of opening of Technical bid. The Bids that are not submitted in above mentioned manner shall be summarily rejected.
7. Bids with conditions other than those specified in the Bid document is liable to be summarily rejected.
8. **LATE BIDS:** EMD & Cost of Bid document shall not be received after the specified time of closing of the Bid and the same shall be rejected. It is the sole responsibility of the Bidder that he should ensure timely submission of same.
9. 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.*
10. Canvassing of any form.

**SECTION – I****INSTRUCTION FOR ONLINE BID SUBMISSION**

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eprocure/app>. The bidders must carefully follow the instructions:

- i) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- ii) Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid 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 e-Token / Smart Card, should be registered.
- v) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- vi) Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
- vii) After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.
- ix) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- xi) From my tender folder, he selects the tender to view all the details indicated.
- xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder’s Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- xiv) Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
- xv) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person so that it reaches to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- xvii) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- xviii) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- xix) The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- xxi) The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- xxii) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

Signature and Seal of the Bidder

- xxiii) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- xxiv) After the bid submission (i.e after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- xxv) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the E tender system. The bidders should follow this time during bid submission.
- xxvi) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- xxvii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xxviii) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- xxix) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- xxx) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: **1800-3070-2232** or send an **email to – [cppp-nic@nic.in](mailto:cppp-nic@nic.in)**.
- xxxi) Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files.
- xxxii) Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder’s responsibility only.
- xxxiii) In case the files are non-extractable or illegible otherwise, then the bidder’s authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.
- xxxiv) If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

**SECTION II**

**BID FORM**

No. C-5/TERM-CG/Tender/D.E.O/17-18/10

Dated 11/08/2017

To

**The ADG,  
O/o DDG (C) DoT C.G.,  
Raipur-492001.**

Dear Sir,

Having examined the conditions of contract and specifications given in tender document, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of Data Entry Operator/Office Assistant/Helper Work in conformity with said conditions of contract and specifications as may be ascertained in accordance with the approved rates attached herewith and made part to the Bid.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits and terms and conditions stipulated in Bid document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening (Technical Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Dated this ..... day of..... (The Year)

Signature of Authorized Signatory.....  
In capacity of .....

Duly authorized to sign the bid for and on behalf of .....

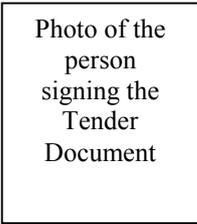
Witness.....

Address.....

Signature.....

Signature and Seal of the Bidder

**SECTION III (A)**  
**BIDDER'S PROFILE**



**General:**

1. Name of the Bidder/ firm: .....
2. Name of the person submitting the Bid whose photograph is affixed  
Shri/Smt.....

**(In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be)**

Tenderer will submit the self-attested copy of the PAN card / Election Commission I-Card / Passport of the proprietor or authorized signatory in case of proprietor is not signing the tender document. The tender is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the tender documents, with the Identity and signature proof.

3. Address of the firm : .....
4. Telegraphic Address : .....
5. Tel no. with STD code :  
(O)..... (R)..... (Fax)..... (MOB).....
6. Registration & incorporation particulars of the firm:
  - i) Proprietorship
  - ii) Partnership
  - iii) Private Limited
  - iv) Public Limited

**(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)**

7. Name of Proprietor/Partners/Directors.....
8. Bidder's bank, its address and his current account number .....
- Permanent Income Tax number, Income Tax circle  
**(Please attach a copy of last income tax return)** .....
9. **Details of Technical and supervisory Staff:** .....
- (List to be attached)**
10. Service Tax No. ....

**I/We hereby declare that the information furnished above is true and correct.**

**Place:**

**Date:**

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Signature and Seal of the Bidder

**Section- III (B) :**

**(See Section IV clause A.1.u)**

**A. CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE DEPARTMENT OF TELECOMMUNICATIONS WEBSITE.**

In case the tender document is downloaded from the web site a declaration in the following Performa has to be furnished.

"I..... (Authorised signatory) hereby declare that the tender document submitted has been downloaded from the website <http://www.dot.gov.in> or <http://eprocure.gov.in/eprocure/app> and no additional/deletion/ correction has been made in the Performa downloaded. I also declare that I have enclosed a DD/Bankers Cheque No. .... Dated .....for Rs..... towards the cost of tender document along with technical bid".

In case at any stage, it is found that the information given above is false / incorrect, DoT shall have the absolute right to take any action as deemed fit/without any prior intimation.

**SIGNATURE OF THE BIDDER WITH SEAL**

Random quality checks will be made by the purchaser on the material supplied and quality will be tested as per specification mentioned in the Tender. If the materials tested thus do not meet the specification mentioned in the Tender the supplier is liable to be blacklisted and no payment will be effected.

**B. CERTIFICATE REGARDING NEAR RELATIVES**

I ..... S/O ..... resident of .....  
..... hereby certify that none of my near relative(s) as defined in Section IV clause 1.0 in the tender document is/are employed in DDG TERM Raipur unit of DoT. 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.

**SIGNATURE OF BIDDER WITH NAME AND ADDRESS**

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

**C. DECLARATION REGARDING DEBARRED**

I/We..... authorized signatory of firm/company hereby declare that the firm/company namely M/s ..... has not been debarred in the past 3 years by any central/state Government/PSU Organization from taking part in tenders.

I/We was / were debarred by central/state Government/PSU Organization (Name of the organization ..... ) from taking part in tenders for a period of ..... years w.e.f. .... The period is over on ..... and now I/We/firm/Company is entitled to take part in the tender from .....

In case the above information is found false at any times, I/We are fully aware that the tender/contract will be rejected/cancelled by the Office of Deputy Director General(C), Raipur and EMD shall be forfeited.

Date:

Signature of the tenderer with seal

Station :

Name:

**Section IV**  
**Instruction to Bidders**

**INTRODUCTION:****1. DEFINITIONS**

- a. **DEPARTMENT OF TELECOMMUNICATIONS (DoT):** The DoT means the Department of Telecommunications under the Ministry of Communications, which invites the Bids on behalf of the President of India. All references of:

DoT  
Member Telecom Commission,  
Advisor Telecom Commission  
Sr. DDG,  
DDGs.  
Deputy Director General (C),  
Directors  
ADG(C)

Including other officers in the DoT, whatever designations assigned to them from time to time, who may be the In-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the DoT under the Ministry of Communications, Govt. of India.

- b. **The DDG (C)** means the Head of the DDG (C) DoT C.G., Raipur Area's and his successors.
- c. **The jurisdiction of the DDG(C):** The jurisdiction of **the DDG(C) DoT C.G., Raipur** means geographical area under his control, wherever he/she is working.
- d. **Representative of the DDG (C):** Representative of the **DDG (C)** means Officer and staff for the time being in **the DDG(C)** Area deputed by the **DDG(C)** for inspecting or supervising the work or testing etc.
- e. **Engineer-in-charge:** The Engineer-In-charge means the Officer nominated by the DoT to supervise the work, under the contract, (Minimum AD/SDE Level Officer).
- f. **Site Engineer:** Site Engineer shall mean an officer of the DoT who may be placed by **the DDG (C)** as in- charge of the work at **site** at any particular period of time.
- g. **Contract:** The term contract means, the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority for and on behalf of the DoT and the contractor, together with the document referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer In- charge and all these documents taken together shall be deemed to form on contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- h. **Contractor:** The contractor shall mean the individual, firm or company, enlisted with DoT in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company. Office or Branch Office should be at Raipur.
- i. **Work:** The expression "**works**" shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- j. **Schedule(s):** Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- k. **Site:** The site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, Path or street which may be allotted or used for the purpose of carrying out the contract.
- l. **Normal time or stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work.
- m. **Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- n. **Excepted risk:** Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Govt. damages from aircraft, other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the DoT of the part of the work, in respect of

Signature and Seal of the Bidder

which a certificate of completion has been issued.

**o. Near Relative: -**

The near relatives of all DoT Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of DoT. The detailed guidelines in this regard are given in the following paragraphs: -

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).
- i) As per Government of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter or contract to his official superior. This clause is applicable to all DoT employees and in view of this as soon as any DoT employee becomes aware of the above aspect, he must intimate this to the prescribed authority. For non-executive employees this authority is SSA Head / Circle Head / Chief Engineer / Chief Arch. / Corporate office under which he is posted. For executive employees (at present some of them are called as Gazetted officers) the prescribed authority for this purpose is Circle Head / Chief Engineer / Chief Archt. / Corporate office under which he is posted.
- ii) (a) The Company or firm or any other person is not permitted to tender for works in DoT Unit in which his near relative(s) is (are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./ Corporate Office for non executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present. The tenderer should give a certificate that none of his/ her such near relative is working in the units as defined above where he is going to apply for tender/ work. In case of proprietorship firm 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 the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
- (b) The format of the certificate to be given is "I .....S/o.....r/o ..... hereby certify that none of my relative(s) as defined in the tender document is/ are employed in DoT unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, DoT shall have the absolute right to take any action as deemed fit/without any prior intimation to me".
- p. "Extra work" as used herein means any work or compliance with any requirements, other than a change, which is not. Expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarification, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

**2. ELIGIBILITY OF BIDDERS: -**

- 2.1 The invitation of bids is open to all registered contractors as per their eligibility mentioned in NIT, of this Bid document.
- 2.2 The Contractor must read carefully all the terms, conditions and specifications before filling up the Bid schedule and his quotation. 'Clause' No. is indicated before each 'Title'.

**3. BID DOCUMENTS:**

- 3.1. The work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

**3.1.1. TECHNICAL BID:**

- 3.1.1.1 Notice Inviting Tender.
- 3.1.1.2 Bid Form.
- 3.1.1.3 Bidder's Profile and certificate of near relatives
- 3.1.1.4 Instruction to Bidders.
- 3.1.1.5 General (Commercial) Conditions of the contract.
- 3.1.1.6 Special Conditions of Contract.
- 3.1.1.7 Specification of Scope of work of Data Entry Operator/Office Assistant/Helper
- 3.1.1.8 Agreement sample

Signature and Seal of the Bidder

- 3.1.1.9 Letter of Authorization for Attending Bid Opening.  
 3.1.1.10 List of Documents to be submitted along with the Technical bid.

### **3.1.2 FINANCIAL BID**

#### **3.1.2.1 Schedule of rate** "FOR DAY TO DAY RUNNING OF OFFICE AND HOUSE KEEPING SERVICES"

#### **4. QUERIES ON BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify the DoT in writing or by fax or cable at the DoT's mailing address indicated in the invitation for Bids. The DoT shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by the DoT shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the DoT will form part of the bid document.

#### **5. AMENDMENT OF BID DOCUMENTS:**

- 5.1 At any time, prior to the date for submission of bids, the DoT may, for any reason whether suo-motto or in response to clarification requested by a prospective Bidder, modify the bid documents by amendments.  
 5.2 Amendments shall be uploaded on the website as mentioned in NIT. These amendments will be binding on the bidders. Intending bidders shall be responsible to see the amendment and submit their bid accordingly. DoT shall not be responsible for any rejection of bids due to non-compliance by the bidders for any lapse or oversight.  
 5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the DoT may, at its discretion, extend the deadline for the submission/opening of bids suitably.

#### **6 PREPARATION OF BIDS:**

Bids should be prepared and submitted as mentioned in INSTRUCTION FOR ONLINE BID SUBMISSION

#### **6.1 Cost of Bidding:**

The bidder shall bear all costs associated with preparation and submission of the bid. The DoT, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **7 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents:

- i) Scanned copies of DD/Bankers cheque toward Bid Security/EMD and cost of Bid document.
- ii) Bid document (s), duly filled in and signed by Bidder or his authorized representative along with seal on each page. All conditions and over writing must be initialed with date by the Bidder or his authorized representative.
- iii) Latest income tax return certificate.(In case of Partnership firms, the income tax return certificate of the firm will be submitted by the bidder).
- iv) The Registration of Firm: The authenticated copy of partnership deed in case of partnership firm, copy of Memorandum of Association in case of Company or Firm registration certificate.
- v) Bid Form, duly filled in, as per section II.
- vi) Bidder's profile , certificate for document download, certificate regarding near relative and certificate regarding debarring, duly filled in, as per section III of the Bid document.
- vii) Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
- viii) The copy(copies) of the experience certificate of work as mentioned in the NIT.
- ix) Copy of PAN/GIR No. (In case of Partnership firms, the PAN No. of the firm will be submitted by bidder)
- x) GST registration No. (if any)
- xi) Copy of EPF and ESIC registration.

**All the documents should be self attested before uploading.**

#### **8 BID SECURITY/EMD:**

- 8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for the amounts shown in the NIT. No interest shall be paid by the DoT on the bid security for any period, what so ever.  
 8.2 The bid security is required to protect the DoT against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 8.7.  
 8.3 Bid Security shall be paid in the form of Crossed Demand Draft/Banker's Cheque issued by; a scheduled bank, drawn in favour of **CAO(Cash) o/o CCA Raipur**, payable at **Raipur**.  
 8.4 **A bid not secured in accordance with Paras 8.1 & 8.3 above shall be rejected by the DoT as non-responsive.**  
 8.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the DoT.  
 8.6 The successful bidder's bid security will compulsorily be converted into part Performance Security Deposit in accordance with clause 5.i Section V.

Signature and Seal of the Bidder

8.7 **THE BID SECURITY SHALL BE FORFEITED:**

- i. If a bidder withdraws his bid during the periods of bid validity specified in the bid document, or
- ii. If the bidder makes any modifications in the terms and conditions of the Bid before acceptance of the Bid, which are not acceptable to the DoT or
- iii. If the Bidder is found to have given false/incorrect certificate in Section-III
- iv. In case of successful bidder, if the bidder fails:
  - (i) to sign the agreement in accordance with clause 25 section iv,
  - (ii) to perform the work and tender is mentioned as per clause 10.1 section V

9 **BID PRICES:**

- 9.1 The bidder shall quote only the service charges as percentage on minimum wages.
- 9.2 No extra payments other than as mentioned in financial bid would be paid.
- 9.3 Prices as percentage shall be quoted by the bidder in schedule of rates (Financial Bid). Prices quoted at any other place shall not be considered.
- 9.4 The price quoted by the bidder shall remain fixed during the 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.
- 9.6 The Bidder shall quote in Financial Bid in English or Hindi only, both in words and figures.
- 9.7 In the case of illiterate Bidders, a witness should attest the Financial Bid. The rates quoted in words will have precedence over the rates quoted in figures. If the rates are not quoted in words, that Bid may be rejected.

10 **PERIOD OF VALIDITY OF BIDS:**

- 10.1 Bid shall remain valid for 180 days from date of opening of the bid (Technical Bid). **A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE DoT AS NON-RESPONSIVE.**
- 10.2 The DoT reserves the right to request the lowest 3 bidders as per list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his bid.
- 10.3 "The Bidders shall not be entitled during this period of 180 days, without the consent in writing of A.D.G., to revoke or cancel his Bid or to vary the Bid submitted or in term thereof. The acceptance of Bid shall be communicated to the successful Bidder(s) by the A.D.G."

11. **SIGNING OF BID:**

- 11.1 The bidder shall upload, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. **(Note: The Bidder is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.)**
- 11.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case the person or persons signing the bid shall sign such corrections with date.
- 11.3 The Bidder will be bound by all terms, conditions, construction practice and specifications as detailed in this Bid Document.
- 11.4 Unsigned or partial signed Bid shall be rejected.

12. **SUBMISSION OF BIDS**

- 12.1 The bid may be called under:-  
Single Stage Bidding & Two Electronic Envelope System.

The bidder shall submit his bids in two envelopes:

- The First electronic envelope will be named as **Technical bid**. This envelope will contain documents of bidders satisfying the eligibility/Technical & commercial conditions, scanned copy of bid security and cost of bid document.
- The Second electronic envelope will be named as **Financial Bid** containing Price Schedule.

12.2 **Broad outline of activities from Bidders prospective:**

- a) Procure a Digital Signing Certificate (DSC)
- b) Register on NIC's (National Informatics Centre) Central Public Procurement Portal(CPPP)
- c) Create Users and assign roles on CPPP
- d) View Notice Inviting Tender (NIT) on CPPP
- e) Download Official Copy of Tender Documents from CPPP
- f) Clarification to Tender Documents on CPPP Query to DOT (Optional) View response to queries posted by DOT, as addenda.
- g) Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
- h) Attend Public Online Tender Opening Event (POTOE) on CPPP Opening of Techno commercial Part.
- i) View Post-TOE Clarification posted by DOT on CPPP (Optional) Respond to DOT's Post-TOE queries.

Signature and Seal of the Bidder

- j) Attend Public Online Tender Opening Event (TOE) on CPPP Opening of Financial-Part(Only for Technical Responsive Bidders)
- k) Submission of offline documents in sealed envelope at O/o DDG (C ) as mentioned in NIT.
- l) Please ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
- m) Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed.

The illustrative examples are given below:-

File name	Allowed or not allowed in CPPP	Reason for Allowed/Not allowed
QA Certificate	Not allowed	Space in between words/characters not allowed
QA Certificate(1)	Not allowed	Special characters not allowed
QA Certificate	Allowed	Underscore allowed between words /characters
QACertificate	Allowed	Upper & lower cases allowed

- n) It is advised that all the documents to be submitted (See Clause 5 below) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The names & total size of documents (Preferably below 50 MB) may be checked.

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

**A. Digital Certificates:**

For integrity of data and its authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in> for more details].

**B. Registration:**

To use the NIC’s Central Public Procurement Portal (<http://www.eprocure.gov.in>). Vendor needs to register on the portal. The vendor should visit the home-page of the portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and to the e-procure link then select Bidders Manual Kit. Note: Please contact NIC Helpdesk (as given below), to get your registration accepted/activated.

**NIC Help Desk No.:**

Telephone No. 1800 233 7315

Email ID: [cppp-nic@nic.in](mailto:cppp-nic@nic.in) (Please mark cc: [support-nic@ncode.in](mailto:support-nic@ncode.in))

**C. Bid related Information for this Tender**

The entire bid-submission would be online on CPPP. Broad outline of submissions are as follows:

- a) Submission of Bid Security/Earnest Money Deposit (EMD) & cost of Tender Document.
- b) Submission of digitally signed copy of Technical Bid & Financial Bid.
- c) Tender Documents/Addendum/Addenda

**d) Two Envelopes**

- Techno-commercial-Part
- Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

**NOTE:**

1. Bidder must ensure that after following above the status of bid submission must become – “Complete”. Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files.
2. Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder’s responsibility only.
3. In case the files are non-extractable or illegible otherwise, then the bidder’s authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.
4. If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.
5. Offline Submissions:  
The bidder is requested to submit the following documents offline to O/o DDG as per NIT in a Sealed Envelope:
  - a. DD for EMD in accordance with Clause 8 of NIT.
  - b. DD for Cost of Tender Document in accordance with Clause 2 of NIT.

The sealed envelope shall be super scribed as:

**"e-Tender for Day to Day running of office & housekeeping"**

Signature and Seal of the Bidder

Note: 1.The Bidder has to upload the Scanned copy of all above mentioned original documents during Online Bid-Submission.

Note:2. Special Note on Security of Bids: Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/portal.

#### **D . Public Online Tender Opening Event (TOE)**

CPPP offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on CPPP. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

CPPP has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

CPPP has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on CPPP. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of DOT by the bidders in time, then DOT will promptly re-schedule the affected event(s).

**E. Other Instructions:-** For further instructions, the vendor should visit the home-page of the portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), click on e-procure and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

The help information provided through 'CPPP User-Guidance Centre' is available in three categories – Users intending to Register/First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

The following 'Four Key Instructions' for BIDDERS must be assiduously adhered to -

Signature and Seal of the Bidder

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender Submission deadline on CPPP.
- b. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
- c. Get your organization's concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.
- d. Submit your bids well in advance of tender submission deadline on CPPP (DOT shall not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the CPP-Portal, the fourth instruction is relevant at all times.

#### **F. Minimum Requirements at Bidders end**

Computer System with good configuration (Minimum P-IV, 1GB RAM, Windows XP) 2Mbps of Broadband connectivity with UPS. Microsoft Internet Explorer 6.0 or above Digital Certificate(s) for users.

#### **G. PRICE SCHEDULE/BOQ:**

Utmost care may kindly be taken to upload price schedule/BOQ. Any change in the format of price Schedule/BOQ file shall render it unfit for bidding. Following steps may be followed: -

1. Download price schedule/BOQ .pdf format.
2. Fill rates in down loaded price schedule/BOQ as specified in .pdf format only. Please enter only bidder name, signature and rates in figures and upload.
3. Save filled copy of downloaded Consolidated sheet/BOQ, price schedule/BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.
4. The Bidder is required to only quote the service charge (per manpower per month for Data Entry Operator/ Office Assistant, Office boy/ Helper per manpower and Sweeping and Cleaning) to be claimed by the Bidder.
5. The bidder is not required to quote the minimum wages. The minimum wage amount will be decided by the DDG in reference to the prevailing minimum wages as prescribed by the concerned Labour Commission/Ministry/Department as applicable.
6. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable.
7. The contractor will be required to pay minimum wages.

#### **13 OFFLINE SUBMISSIONS**

The bidder shall submit the following documents offline to **ADG (C) ,2<sup>nd</sup> floor , CTO Building O/o DDG (C) CG, Raipur** on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear the tender name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid security (Original copy)
2. Cost of Bid Document  
in the form of DD/Bankers cheque – drawn in favor of **CAO(Cash), O/o CCA DoT, Raipur** payable at Raipur.

14. **LATE BIDS:** EMD & Cost of Bid document shall not be received after the specified time of closing of the Bid and the same shall be rejected. It is the sole responsibility of the Bidder that he should ensure timely submission of same.

#### **15 MODIFICATIONS AND WITHDRAWAL OF BIDS:**

- 15.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is done before the scheduled time & date for closing of tender.
- 15.2 No bid shall be modified subsequent to the deadline for submission of bids.

#### **16. BID OPENING AND EVALUATION:**

##### **16.1 OPENING OF BIDS BY THE DoT:**

- a) The DoT shall open the bids in the presence of bidders or his authorized representatives who choose to attend on due date and time. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter & bid submission acknowledgement numbers mentioned in clause 12.2 (xxiv) or he may attend TOE from comfort of his office.
- b) A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- c) **The Bids shall be opened in the following manner:**
  - i) The bid opening committee shall open the Technical bid folder on the portal.
  - ii) **"BID SECURITY"** and Cost of bid document submitted offline shall be opened first and examined.
  - iii) The bidders who have submitted proper bid security & cost of bid form in separate DD/Banker's Cheque as per Bid document, their **"Technical bid"** shall be opened and papers/documents submitted by the bidder shall be examined and recorded by the TOC. After opening the Technical bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.

Signature and Seal of the Bidder

- iv) Evaluation report of the Technical bids shall be uploaded on the portal and the date of opening of financial bids shall be conveyed through portal to bidders.

**The Financial Bid shall be opened in the following manner,**

- i) The electronic envelope marked “Financial Bid,” will be opened only for qualified Bids in “Technical bid”.
- ii) The date and time of opening of “Financial bid” shall be conveyed electronically through portal to all the bidders in Technical Bid and their representative shall be allowed to attend the financial bid opening.
- iii) After opening the “Financial Bid”, name, bid prices, modifications, bid withdrawals and such other details as the DoT, at its discretion, may consider appropriate; shall be placed on the portal.
- iv) In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

17. **CLARIFICATION OF BIDS BY THE DoT:** To assist in examination, evaluation and comparison of bids, the DoT may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

18. **PRELIMINARY EVALUATION:**

- a) DoT shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- b) 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,*
- c) Prior to the detailed evaluation, pursuant to clause 21, the DoT will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without deviations. The DoT’s determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- d) The DoT will reject a bid, determined as substantially non-responsive and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- e) The DoT may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provide such waiver does not prejudice or affect the relative ranking of the bidder.

19. **EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

- A. The DoT shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18. The evaluation and comparison of responsive bids shall be on the lowest rate offered and indicated in schedule of rates of the bid documents.
- B. **If a firm quotes “NIL” charges /consideration, the bid shall be treated as unresponsive and will not be considered.**
- C. Evaluation Formula :  
**Total of Service Charge = 4\*a(Service Charge per Data Entry Operator/ Office Assistant per month) + 4\*b(Service Charge per Office boy/ Helper per month) +0.5\* c(Services charges for Sweeping and Cleaning per month)**  
**The bidder with the lowest value of “Total of Service Charges” will be the lowest (L1) bidder.**
- D Bid Price shall be quoted inclusive of applicable taxes, duties, levies etc. except GST.

20. **CONTACTING THE DoT:**

Subject to clause 17 no bidder shall try to influence the DoT on any matter relating to its bid, from the time of bid opening till the time the contract is awarded. Any effort by the bidder to modify his bid or influence the DoT in the DoT’s bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

21. **AWARD OF CONTRACT:**

- a) The DoT shall consider award of contract only to those eligible bidders whose offers have been found technically and financially acceptable.
- b) Bids will be accepted and Contract will be finalised only with those of the Bidders, who in the opinion of DDG(C) are having the capacity and resources to execute the work assigned in the prescribed time as per the time schedule attached separately.
- c) The DDG (C) Raipur reserves the right to award the work to a single Contractor or split the work among two or more Contractors. The decision of DDG (C) Raipur in this regard shall be final and binding. If the work is awarded to more than one Contractor, the demarcation of the work among the various Contractors shall be decided by DDG (C) Raipur and the demarcation will be communicated in writing to the concerned **Bidders**.

22. **DoT’s RIGHT TO VARY QUANTUM OF WORK:** The DoT, at the time of award of under the contract, reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.

Signature and Seal of the Bidder

**23. DoT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

- 23.1 The DDG (C) Raipur reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-sever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the DoT's action.
- 23.2 The tender approving authority is not bound to accept the lowest Bid.

**24. ISSUE OF LETTER OF INTENT:**

- 24.1 The issue of letter of intent shall constitute the intention if the DoT to enter in to the contract with the bidder. Letter of intent will be the issued as offer to the successful bidder.
- 24.2 The bidder shall within 15 days of issue of letter of intent, give his acceptance along with Performance Security as per Clause 5(i) Section – V, provided with the bid document, failing which his EMD may be forfeited and bid is liable to be cancelled.

**25. SIGNING OF AGREEMENT:**

- 25.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the Successful bidder shall be signed by the DoT within a week of submission of Security as per clause 24.2 above.
- 25.2 As soon as the Bid is approved by the competent authority, the Bid Security deposited by the successful bidder shall be compulsorily converted in to the Performance security deposit, which will be held by the DoT till the completion of Contract Period.
- 25.3 "In the event of failure of the Bidder to sign the Agreement within seven days of being called upon to do so or in the event of his failure to start the work as stipulates the amount of Earnest Money & performance security submitted vide clause 24.2 shall stand forfeited and the acceptance of the Bid shall be re-considered and revoked which will not amount to imposing of penalty."

- 26. ANNULMENT OF AWARD:** Failure of the successful bidder to comply with the requirement of clause 25 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid & performance security, in which event the DDG (C) Raipur may make the award to any other bidder at the discretion of the DoT or call for new bids.

- 27. REPRESENTATIVE OF THE DoT:** -The DoT shall be represented by the A.D.G. % DDG(C) Raipur who will be in-charge of the works. DoT representative in works site shall be the Site Engineer or such other representative as the DDG (C) Raipur may from time to time designate in writing. The Site Engineer and/or his assistant or nominee shall inspect the work and materials of the Contractor. Notice given in writing by the Contractor or the Contractors representative to the Site Engineer or the ADG shall be deemed to be Site notice be given to the DoT. Notices given in writing by the site Engineer or the ADG shall be deemed to be notice given by the DoT to the Contractor. The Site Engineer and such other representatives as ADG may designate in writing shall be deemed to be authorized to represent the DoT representative, as aforesaid, which is within his powers shall be binding on the Contractor.

- 28. REPRESENTATIVE OF CONTRACTOR:** - "The Contractor shall furnish to the DoT, the scheme of his intended Organization for the contracted work, naming his superintendent. The Contractor shall have a superintendent, being authorized to represent the Contractor on his designated section work, to whom the DoT representative can make known decisions, authorizations and interpretations. The Contractor shall within ten days after the execution of the Contract/Agreement notify the DoT the name(s) and address(s) of the Superintendent along with the specimen signatures in terms of site allocations. Any change in name and address of any Superintendent notified as aforesaid shall be promptly intimated in writing to the DoT. Notices given in writing to the Superintendents shall be deemed to be notices given to the Contractor. The Contractor shall also have a Manager fully authorized to represent Contractor on matters involving more than one section of work notification in respect of whom shall likewise be given to the DoT and who shall likewise be the Contractor's representative in terms aforesaid."

- 29.** These instructions to the Bidder shall be deemed to form part of the Agreement/Contract for the work.

**(End of Section IV)**

**SECTION V**  
**GENERAL (COMMERCIAL) CONDITION OF THE CONTRACT**

1. **APPLICATION:**  
The General conditions shall apply in contracts made by the DoT for the execution day to day running of office & housekeeping work in the o/o DDG (C) CG Raipur.
2. **STANDARDS:** -  
The works to be executed under the contract shall conform to the standards prescribed practices.
3. **PRICES:**
  - 3.1 Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.
  - 3.2 Prices once fixed will remain valid for the period of contract i.e. one year from the date of agreement. Increase and decrease of taxes/duties will not affect the price during this period.
  - 3.3 The Bid schedule shall be read in conjunction with scope of work, instructions to Bidders and conditions of Contract and the Bidder/Contractor shall be deemed to have carefully examined all these documents. It is further understood and agreed that the Contractor by careful examination satisfied himself to the nature and the location of work, the configuration of the ground site conditions, the character of equipments and facilities needed preliminary to and during the execution of work, the general and local conditions, the labour conditions prevailing thereof, the detailed descriptions of the work to be done and the way in which they are to be carried out within the time schedule and all other matter which can in any way affect the works under the Contract before giving his tendered rates. The specifications for the entire work are to be read together and not in isolation.
4. **SUBCONTRACTS:**
  - 4.1 The contractor shall not assign, sub contract the whole or any part of the works covered by the contract, under any circumstances.
  - 4.2 Where the Contractor is a partnership firm, the previous approval in writing of the DDG (C) shall be obtained before any change is made in the constitution firm. Where Contractor is an individual or a Hindu undivided family business concerns such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement hereunder the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of above Clause 4.1 thereof & the same action may be taken & the same consequence shall ensue as provided in said Clause 4.1.
5. **SECURITY**
  - (i) PERFORMANCE SECURITY**
    - a. The contractor shall deposit **additional security deposit in the form of Bank Guarantee/DD/Banker's cheque of any scheduled bank to the tune of 7.5% of estimated cost of work put to tender** at the time of agreement in addition to the sum already Deposited as bid security (due to conversion of bid security to security deposit) towards work security and **shall be called performance security**.
    - b. The proceeds of the performance security shall be payable to the DoT as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
    - c. The Performance Security deposit of the contractor shall be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and / or violation of any terms and conditions of the contract as stipulated in the bid document. Refund of SD is subject to full and final settlement of the final payment for the work contracted / executed under the contract.
    - d. No interest will be paid to the contractor on the security deposit.
    - e. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the DoT on any account whatsoever from this contract or any other contract with DoT and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bills of the contractor. This clause may please be read along with SET-OFF clause no.14 Section v.
  - (ii) UNCLAIMED SECURITY DEPOSIT:** Security Deposit(s) that is (are) due for refund to the Contractor/Supplier and remain unclaimed for three years after its/their refund become(s) admissible (for instance, after the contractor/supplier fulfils his contract shall be dealt with in accordance with the provisions contained in the rules of the DoT.
6. **ISSUE OF WORK ORDERS AND TIME LIMIT:**
  - 6.1 The work order shall be issued so as to include all works related to Day to Day running of office & housekeeping to the contractor as given in the NIT.

Signature and Seal of the Bidder

- 6.2 **The work orders shall be issued by the ADG in-charge** after examining details of the works to be executed.
- 6.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of DDG (C) Raipur.
- 6.4 The DoT reserves the right to limit modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the DDG(C) Raipur, the contractor is not executing the work at the required pace.
- 6.5 The Contractor shall not undertake or make any change or do any work under this contract unless he has received written instructions from Engineer-in-charge.
- 6.6 The Contractor shall not be entitled to any compensation in addition to the contract price for the performance of any work not envisaged under the contract, unless prior to the performance of such work he has received from Engineer-in-Charge written authorization to perform such work.
- 6.7 In cases, of such of the works, where an interpolation of the rates are possible such rates shall be accepted by both the parties.
- 6.8 If the altered, additional or substituted work includes any work for which rates are not specified in the contract for the work and cannot be derived from similar class of work in the contract, then such work shall be carried out at the rate determined by the Engineer-in-charge on the basis of prevailing market rates where the work was done & this rate shall be communicated in writing.
- 6.9 If the rate for altered, additional or substituted work cannot be determined in the manner specified above, then the Contractor shall within seven days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which in his intention to charge for such class of work supported by analysis of the rate or rates claimed, and the Engineer-in-charge shall determined rates on the basis of prevailing market price & pay the Contractor accordingly. However, the Engineer-in-charge by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry out it in such manner, as he may consider advisable.
- 6.10 All the works mention under section 6.7 to 6.9 above shall have approval of DDG (C) Raipur and shall not exceed 25% of the estimated cost.
- 6.11 Any extra quantity of work already awarded will not come within the scope of 'Extra work'.
- 6.12 It is stressed that the Contractor shall not resort to stoppage of work pending an agreement of rates for extra work.

7. **deleted**

8. **PAYMENT TERMS:**

8.1 Procedure for Preparation and settlement of bills:

8.1.1 All items of work involved in the work order shall be completed in all respects before preferring the bills for the work.

8.1.1.1 **Procedure for preparation, processing and payment of bills:**

The contractor shall prepare the monthly bills in triplicate ensuring execution part work in its Completeness as envisaged above, correctness of rates and quantum of work and submit the bills to ADG in-charge of work. The bills shall be prepared accurately and as per work order. ADG in-charge shall record the certificate on the monthly bill. The bills with the documents as mentioned below shall be submitted to the ADG in-charge of work.

- **First copy of bill (with pre-receipt stamp/signed) (Payable Copy)**
- **Second copy of bill (Not for payment)**
- **Third copy of the bill**
- **Copy of attendant sheet (Not For Payment)**
- **Wage sheet duly attested by the in-charge of work**
- **EPF/ESIC contribution paid challan of the last month**
- **Copy of GST paid challan/receipt.**

8.1.1.2 ADG shall exercise the prescribed checks on the bills and accord necessary certificates of the bills. The ADG shall retain the third copy in record it in the file maintained in his office and send first and second copies with all documents to relevant higher office for processing of bills and release of payment.

8.1.1.3 The office cell dealing with this bill in TERM section shall process the bill in the concern file of the concerned work and scrutinize the bills vis-à-vis work order issued sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the bill. Against monthly bill, payment shall be made after deduction of statutory taxes (Income Tax etc.) as applicable to contract at the time of payment. Account payee cheque or any permissible mode for the amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount. Details of payment of all the bills shall be entered into contract's ledger by Work Section of the TERM Cell.

8.1.2.1 **Procedure for preparation, processing and payment of final bill.** The contractor shall prepare the final bill containing the following details:

- The bill for all the quantities as per work order of the approved rates
- Adjustment of amount received against running bills
- Adjustment of performance security deposit and statutory taxes already recovered
- Copy of attendant sheet (Not For Payment)
- Wage sheet duly attested by the in-charge of work

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- EPF/ESIC contribution paid challan of the last month
- Copy of GST paid challan/receipt.

8.1.2.2 The official dealing with bills shall process the bill in the concern file of the concerned work and scrutinize the bill vis-à-vis work order issued, sanctioned provisions in the estimate etc. The official shall also scrutinize the bill to recover all the liabilities of the contractor and statutory taxes besides 7.5% payments against security deposit. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the final bill.

8.1.2.3 The DoT will pay GST as applicable.

## **9. Liquidated Damage Charges**

The selected agency shall immediately provide a substitute in the event of any person not available due to any reason. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs.200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.

9.1 In view of exigency of work, if it is considered necessary to carry out the work by some other means or to assign the work to some other parties due to failure on the part of the contractor, 10 days time will be given to the contractor to correct or complete the work failing which the work can be got done by other means at the cost of the contractor.

9.2 LD may also will be applicable for defective workmanship not corrected within the specified time.

9.3 For inferior quality or incorrect execution of work, the in-charge of work will be empowered to deduct from bills 10% 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.

## **10.1 Termination for Insolvency:**

10.1.1 The DoT may at any time terminate the Contract by giving written notice to the Contractor, without compensation to contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the DoT.

## **10.2 Optional Termination by DoT (Other than due default of the contractor):**

The DoT may, at any time, at its option cancel and terminate this contract by written notice to the contractor short close the tender without any compensation to the contractor. Contractor shall be paid for the work, which has been actually completed upto the date of such action by DoT.

10.2.1 In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work /operations concerned to the DoT or as the DoT may direct.

10.2.2 The DoT may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such item without any compensation what so ever to the contractor.

10.2.3 The action of the ADG as per the above sub-clauses shall not be construed as Breach of the contract.

## **10.3 Issuance of Notice**

10.3.1 The ADG in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the ADG in-charge shall submit a draft of final notice along with a detailed report to the competent authority, which had accepted the contract.

10.3.2 The final notice for rescission of contract to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice:

- a) During the periods of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the DoT.
- b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the ADG in-charge of work to be removed with proper records.
- c) No new construction beneficial to the contractor shall be allowed.

10.3.3 Adequate DoT security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

10.3.4 "Any notice order or other communication sought to be served on the Contractor with reference to the contract shall without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post to the office of Contractor at site or to the Contractor's head-office, while any notice or order or communications by the contractor to be served on ADG with reference to the contracts shall be valid if same is served/delivered by hand or through registered post to the office of ADG at his head quarters."

## **11. INDEMNITIES:**

- 11.1 The contractor shall at all times hold the DoT harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the DoT, its officers and employees and forthwith upon demand and without protect or demur to pay to the DoT any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity of security which the DoT may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit , other legal proceedings. Charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the contractor shall reimburse the DoT or pay to the DoT forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the DoT arising out of or incidental to or in connection with the operation covered by the contractor.
- 11.2 The contractor shall at his own cost at the Dot's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the DoT.

**12 FORCE MAJEURE:**

- 12.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be 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, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event a may come to an end or cease to exist, and the decision of the DoT as to whether the work have seen 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.
- 12.2 Provided also that if the contract is terminated under this clause, the DoT shall be at liberty to take over from the contractor at a price to be fixed by the DoT, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the DoT may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the DoT elect to retain.

**13. ARBITRATION:**

- 13.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the DDG(C) Raipur or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the DDG(C) Raipur or by whatever designation such officers may be called (herein after referred to as the said officer) and if the DDG(C) Raipur or the said officer is unable or unwilling to act as such to the sole arbitrator or some other person appointed by the DDG(C) Raipur , or the said officer, The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is DoT Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as DoT Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred of vacating his office or being unable to act for any reasons whatsoever such DDG(C) or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 13.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian 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.
- 13.3 The venue of the arbitration proceeding shall be the Office of the DDG (C) Raipur or such other Places as the arbitrator may decide. The following procedure shall be followed:
- 13.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 13.3.2 There should not be a joint submission with the contractor to the sole Arbitrator.
- 13.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 13.3.4 The onus of establishing his claims will be left to the contractor.
- 13.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 13.3.6 The "points of defense" will be based on actual conditions of the contract.

- 13.3.7 The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual.
- 13.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defense”.
- 13.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.  
*The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.*

**14. 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 the DoT or the govt. or any other person or persons contracting through the “Govt. of India and set off the same against any claim of the DoT or Govt. or such other person or persons of payment of a sum of money arising out of this contract made by the Contractor with DoT or Govt. or such other person or persons contraction through govt. of India.

**(End of Section V)**

**SECTION VI**  
**SPECIAL CONDITIONS OF CONTRACT**

**6. GENERAL:**

- 1.1 The contracting firm / agency / Company shall be registered with appropriate authorities.
- 1.2 Services shall be during office hrs on Monday to Friday with a lunch break. Normal office timing is from 9.30 am to 6 pm with lunch break of half hours from 1300 hours to 1330 hours. If required by DoT, workers have to be present beyond specified time. The contractor may be called upon for the services on Saturday, Sunday or Gazetted holidays also, if required.
- 1.3 It will be the responsibility of the contractor to meet other transportation, food, medical and any other requirement of contractor's manpower for carrying out the contracted works. TERM Cell will have no liability in these regard at any stage.
- 1.4 For all intent and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower deployed for contractual services.

**1.5 TECHNICAL REQUIREMENTS**

**TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM / AGENCY**

The tendering manpower Company / Firm / Agency should fulfill the following technical specifications:

- a) The Registered Office or one of the Branch Offices of the manpower Company/Firm/Agencies should be located in Raipur.
- b) The manpower Company/Firm/Agency should be registered with the appropriate registration authority;
- c) The Company/Firm/Agency should have experience as mentioned in NIT.
- d) The Company/Firm/Agency should have its own Bank Account; / Firm / Agency should be registered with Income Tax and GST departments;
- e) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

**TECHNICAL REQUIREMENTS FOR MANPOWER**

- a) She / he should be able to open mails, scanning documents, typing on computer with average speed of 30 words per minute. The data entry operator should have knowledge of working in MS office and data base software. Qualification of Data Entry Operator/Office Assistant/Helper should be XII standard passed. DoT may ask the Documents/ Certificates regarding qualification. The nature of services shall include carrying out all the functions generally performed in the Government Offices by data entry operator and such other duties as may be assigned to him/her. The manpower to be engaged should be between 18-50 years in age.
- b) His / her antecedents should have been got verified by the agency from the local police authorities.
- 1.6 The contract shall be for a period of one year from the date of execution of agreement.
- 1.7 DDG(C), at present, has requirement of is as given in NIT. The requirement of the TERM cell may further increase or decrease during the period of initial contract also and the tenderer will have to provide additional Manpower, if required on the same terms and conditions.
- 1.8 The tenderer will be bound by the details furnished by him / her to this office, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
- 1.9 The contracting agency shall ensure that the manpower deployed in TERM cell conforms to the technical specifications of age and language skills prescribed in the Tender Document.
- 1.10 The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual Manpower, who will be deployed by it in this Department before the commencement of work:
- a) List of Manpower short listed by agency for deployment in the TERM Cell full details i.e. date of birth, marital status, address etc;
- b) Bio-data of the persons.
- 1.11 In case, the person employed by the successful Company/Firm/Agency commits any act of omission / commission that amounts to misconduct/indiscipline/ incompetence and security risks, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from work, if required by the TERM cell within 2 days of being brought to their notice.
- 1.12 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 the TERM cell.
- 1.13 The agency shall depute a co-coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the TERM Cell so that optimal services of the persons deployed by the agency could be availed without any disruption.
- 1.14 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 liquidated damages @ given in penalty clauses from the service providing agency, besides deduction in payment on pro-rata basis.

- 1.15 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.
- 1.16 The manpower deployed by the contractor shall not have any claims of Master and Servant relationship vis TERM Cell nor have any principal and agent relationship with or against the TERM Cell.
- 1.17 The man power 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 manpower 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 in the regular/ otherwise capacity in the TERM cell. The Contractor should make it known the above to the manpower of the contractor.
- 1.18 The contractor shall be solely responsible for redress of grievances/resolution of dispute relating to the manpower deployed.
- 1.19 The contractor shall 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 or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the DDG (C).
- 1.20 Conduct:**
- (i) The personnel employed by the contractor should be courteous and polite in behavior towards all the try amine officers and the TERM cell establishment. The personnel will be bound to observe all instructions issued by TERM cell authority concerning general discipline and behavior.
  - (ii) Equipment like TV, A/C in rooms etc. should not be used by the contractor or his personnel.
  - (iii) The penalty clause will apply if the personnel engaged are found/ reported to be demanding tips in cash/ or in any kind. This may also lead to cancellation of contract.
  - (iv) The contractor will ensure that the personnel employed are not loitering in the corridors chewing pan or smoking. The personnel shall not indulge in playing cards, consuming liquor or narcotics or indulging in gossip with any outsider while on duty within the premises of TERM cell.
  - (v) The personnel should leave the campus immediately after completion of their job on the campus.
  - (vi) If any employee's work is not satisfactory, the matter will be reported to the contractor and the contractor shall not deploy such personnel.
  - (vii) The personnel will abstain from taking part in any staff union and association activities.
- 1.21 Theft:**
- The contractor shall be responsible for any theft of the items from the rooms or any other area of the office. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of DoT authorities on this will be final and binding on the contractor.
- 1.22 Payments:**
- (i) If for any reason work is done for only a part of the month, payment will be made on pro – rata basis for the number of days work has been performed assuming 30 days in a month. This is without prejudice to the penalty to be imposed for contractual defaults.
  - (ii) 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.
- 1.23 Deductions:**
- (i) In case the contractor fails to execute/perform the assigned works or a part thereof, DoT shall be authorized to make suitable deductions as deemed fit by DDG from the bills of the contractor and damages will be charged to the extent of loss.
  - (ii) In case of any unsatisfactory service deduction upto 10% of the amount due during the month will be imposed on the Contractor beside penalty for absence of manpower.
  - (iii) In case of late attendance/ absence during working hours/ loitering during working hours by any personnel, the DDG reserves the right of reduction of any amount from the bills payable.
- 1.24 Provision for termination/Extension**
- The contract will remain valid for one year or the period specified in the letter communicating the accept trance, whichever is earlier, unless terminated earlier by the DDG(C). The period of contract can be extended for a further period of six month at the discretion of the DDG(C). After expiry of the extended period the contract will automatically come to an end and no separate notice will be given.
- 1.25 Payment shall be made only to the contractor and on monthly lump sum basis as per actual service.
- 1.26 ADG shall accept the work only after satisfactory completion certificate in charge, designated by the DoT, as per prescribed schedule.
- 1.27 The DoT reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the DoT.
- 1.28 The DoT reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 1.29 The DoT reserves the right to counter offers price(s) against price(s) quoted by any bidder.
- 1.30 Any clarification issued by DoT, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

- 1.31 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the ADG-In-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.32 If at any time after the commencement of the work, the DoT may feel that execution of whole or part of work, as specified in the Bid is not required to be carried out, then the DoT shall give notice in writing or the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated
- 1.33 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the DoT shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any Govt promissory notes etc., forming the whole or part of such security or running/Final bill pending against any contract with the DoT, In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with DoT. Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to DoT on demand the balance remaining due.
- 1.34 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering department or any other department of the Govt. of India is allowed to work as a contractor for a period of two years after his retirement from Govt./DoT service without the previous permission of Govt of India. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such person who hadn't obtained the permission of Govt. of India as aforesaid before submission of the engagement in the contractor's service as the case may be. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature from the DoT/Govt. for his illegal act.
- 1.35 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation or having received order or other order insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, The DDG (C) shall have the power to terminate the contract without any notice.
- 1.36 With out prejudice to any of the rights or remedies under this contract, if the contractor dies, the DDG (C) on behalf of the DoT can terminate the contract without compensation to the contractor. However the DDG (C), at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of the DDG (C) shall be the final.
- 1.37 In the event of the contractor, winding up his company on account of transfer of merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

(iii) **Interpretation of the contract document: -**

- a) The representative of the DDG (C) and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred to the DDG (C) whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.
- b) The Contractor shall be an independent Contractor and shall have complete charge of the men/women engaged in the performance of the works to be performed hereunder and shall perform the work in accordance with this own methods and at his own risk subject to compliance with contract documents. The Contractor shall throughout the stipulated period of the contract execute the work in the best and most substantial workman like manner and both as regards material and otherwise in respect, in strict accordance with the contract document or such additional particulars, instructions and drawings as may be found requisite to be given during carrying on of the works any unit person or any one not capable or not properly qualified to properly perform the work assigned to him. The Contractor shall also not employ in respect of the works any employee that the ADG/Site Engineer may for any reason object to.

**3. NOTIFICATION:**

- 3.1** The contractor shall give in writing to the proper person or authority with a copy to the ADG such notification as may be mandatory of necessary in connection with the commencement, suspension, resumption, performance and /or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and contractor shall keep all proper persons or authorities involved and advised of the progress of operations throughout the performance of the work and/or with such other information and/or supporting figure and data as may from time to time as directed or required.

**3.2 Shut down on account of weather conditions: -**

- 3.2.1** The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the DoT or deemed advisable on account of bad weather conditions or other

Force majored conditions.

**3.2.2 Any lapse in the proper fulfillment of contract along with various terms and conditions shall result in forfeiture of the security deposit and disqualifications or in case of any theft / loss / fraud the amount will be recovered from the Contractor monthly Payment Bill or from the security deposit amount.**

**3.2.3** To complete the work in the stipulated period, the work can be allotted to more than one party for each part of the work in city area under DDG. Raipur.

**3.2.4** The work has to be carried out in accordance with the time and work schedule given by DDG(C) Raipur or his representative without causing any delay. Delay penalty on prorata basis for the number of days delay caused will be imposed. If delay is so inordinate that it is not acceptable then the DDG (C) Raipur will have the right to get it done from other sources at Contractor's risk and cost without any further notice.

**4. TAXES AND DUTIES:**

i) Contractor shall pay all rates, levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the DoT from and against the same or any default by the contractor in the payment thereof.

ii) EPF/ESIC & GST will be paid on latest tariff and if it is increased/decreased in between the tender period and the same will be paid by DoT.

**5. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:**

The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.

*The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.*

**6. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:**

**7.0 WORKMEN'S COMPENSATION:**

**7.1** In every case in which by virtue of provisions of Section 12, Sub-section (i) of the Workmen's Compensation Act, 1923 DoT is obliged to pay compensation to a workman employed by the Contractor, in execution of the works. DoT will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the DoT under Section 12, Sub-section (ii) of the said ACT, DoT shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DoT to Contractor whether under Section -12, Sub-section (i) of the said Act, except on the written request of the Contractor and upon his giving to DoT full security for all costs for which DoT might become liable in consequence of contesting such claim.

**7.2 Obtaining License before commencement of work:**

(a) The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

(b) Subject to the provisions of the Contract Labour (Abolition and Regulation Act, 1970) as amended from time to time, the contractor shall not commence actual work unless he produces a receipt from the concerned Licensing Authority that he has applied for licensing authority, which may be produced within the period of 15 days of commencing the work.

**7.2.1 Contractors Labour Regulations:**

a) Working Hours: Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

b) When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.

c) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

d) Where the minimum wages prescribed by the Govt, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

e) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

**7.2.2 Display of Notice Regarding Wages Etc.**

The contractor shall, before he commences his work on contract, display and correctly maintain and continue to

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e-Tender for Day to Day running of office & housekeeping display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in “English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information.

### **7.2.3 Payment of Wages.**

7.2.3.1 The contractor shall fix wages periods in respect of which wages shall be payable.

7.2.3.2 No wage period shall exceed one month.

7.2.3.3 The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

#### **7.2.3.4 The contractor shall pay the monthly salary to the personnel employed by him through cheque/NEFT..**

7.2.3.5 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

7.2.3.6 All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hour of the last working day.

7.2.3.7 Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.

7.2.3.8 All wages shall be paid in current coin or currency or in both.

7.2.3.9 Wages shall be paid without any deductions of any kind except those specified by the Central Govt. by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

7.2.3.10 A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.

7.2.3.11 It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.

7.2.3.12 The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll”, as the case may be, in the following form: -

“Certified that the amount shown in the column No..... has been paid to the workman concerned in my presence on..... at.....

### **7.2.4 Fines and deductions, which may be made from wages**

7.2.4.1 The wages of a worker shall be paid to him without any deduction of any kind except the following: -

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) Deductions for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.

(e) Any other deductions, which the Central Govt./DoT may from time to time, allow.

7.2.4.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

7.2.4.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

7.2.4.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

## **8. LABOUR RECORDS**

a. The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour (R&A) Central Rules 1971

b. The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under contract in form XVI of the CL (R&A) Rules 1971.

c. The contractor shall maintain a Wages Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971.

d. **Register of accidents** – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars: -

a) Full Particulars of the labourers who met with accident.

b) Rate of wages.

c) Sex

d) Age

e) Nature of accident and cause of accident

f) Time and date of accident

g) Date and time when admitted in hospital

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- h) Date of discharge from the hospital
  - i) Period of treatment and result of treatment
  - j) Percentage of loss of earning capacity and disability as assessed by Medical officer.
  - k) Claim required to be paid under Workmen's Compensation Act.
  - l) Date of payment of compensation
  - m) Amount paid with details of the person to whom the same was paid
  - n) Authority by whom the compensation was assessed
  - o) Remarks.
- e. The contractor shall maintain a Register of fines in the form XXI of the CL (R&A) Rules 1971 The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission of which fines can be imposed.
- f. The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971.
- g. The contractors shall maintain a Register of Advances in Form XXIII of CL (R&A) Rules 1971.
- h. The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971.
- 8.1.1 Attendance card-cum wage slip**
- 8.1.1.1 The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
- 8.1.1.2 The card shall be valid for each wage period.
- 8.1.1.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- 8.1.1.4 The card shall remain in possession of the worker during the wages period under reference.
- 8.1.1.5 The contractor shall complete the wages slip portion on the reverse of the card a least a day prior to the disbursement of wages in respect of the wage period under reference.
- 8.1.1.6 The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.
- 8.1.2 Employment card**
- The contractor shall issue an Employment Card in the Form XIV of CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker.
- 8.1.3 Service certificate**
- On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the CL (R&A) Central Rules 1971.
- 8.1.4 **Preservation of labour records:-** The labour records and records of fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or an other officers authorized by the Ministry of Communication in this behalf.
- 8.1.5 The Engineer-in-Charge may require contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.
- 8.2 Power of labour officer to make investigations or enquiry**
- The labour officer or any person authorized by the Govt. on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wages clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.
- 8.3 Report of Investigating officer and action thereon**
- The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extend, if any to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the laborers concerned. The Engineer in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer of the authorized officer as the case may be.
- 8.4 Inspection of Books and Slips**
- The contractor shall allow inspection of all the prescribed labour records to any oh his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Govt. on his behalf.
- 8.5 Submission of Returns**
- The contractor shall submit periodical returns as may be specified from time to time.
- 8.6. Amendments**
- The Govt. may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.
- 8.7 Working hours**
- a) Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
  - b) When manpower is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.

- c) Every manpower shall be given a weekly holiday normally on Sunday, in accordance with the provision of minimum wages(Central) rules 1960, as amended from time to time, irrespective of whether such manpower is governed by the minimum wages act or not. Where the minimum wages prescribed by the Government, under the minimum wages act, are not inclusive of the wages for the weekly day of rest, the manpower shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days (45 hours in case of 5 Days week).
- d) Where a contractor is permitted by the officer to allow a manpower to work on a normal week holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such manpower for the work performed on the normal weekly holiday at the overtime rate.

**9.0 INSURANCE: -**

- 9.1 Without limiting any of his other obligating or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the DoT from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the DoT may suffer or incur with respect to end/or incidental to the same. The contractor shall have to furnish originals and/or attested copies as required by the DoT of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the DoT may require.

**10.0 COMPLIANCE WITH LAWS AND REGULATION:**

During the performance of the works the contractors shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Govt., Govt. agency or DoT, municipal board, department of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to whom any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the DoT harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

**11. TOOLS AND PLANTS**

The contractor shall provide at his own cost all tools, Items, appliances etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time.

**12. REGISTRATION WITH EPF/RPF Department**

- 12.1 The successful/prospective bidders will have to furnish documentary evidence that they are registered with EPF/RPF Department. They will also furnish an, undertaking that within seven days of the close of every month they will submit to DoT a statement showing the recoveries of contributions in the respect of employees with Certificate that the same have been deposited with RPF Commissioner.

- 12.2 Each claim Bill of contractors must accompany the

- i) List showing the details of labourers/employees engaged.
- ii) Duration of their engagement,
- iii) The amount of wages paid to such employees / employees for the duration in question
- iv) Amount of EPF contributions (both employer's & employees contribution) for the duration of engagement in question, paid to the EPF Authorities,
- v) Copies of authenticated documents of payments of such contribution to EPF authorities and
- vi) A declaration from the contractors regarding compliance of the conditions of EPF Act 1952.

**13. ~~deleted~~**

14. The successful bidder shall submit the Labour licenses certificate of the Firm within one month from the date of acceptance of tender/ 15 days from date of commencement of work as applicable under the appropriate law.

**(End of Section VI)**

Signature and Seal of the Bidder

## **SECTION VII**

### **Specification of Work**

#### **QUALIFICATION REQUIREMENTS FOR THE CONTRACTED EMPLOYEES:**

- a. Must be above 18 years age and of sound health.
- b. Must be a citizen of India.
- c. Should be at least 8th standard passed for unskilled category.
- d. For semi skilled category :
  - Should be 12th pass and should be able to read and write in English
  - The semiskilled manpower must have a good knowledge of computers/data entry and typing in English on computer. Previous experience of Data Entry and Office Work will be preferred.

#### **Cat I: A) Data Entry Operator/ Office Assistant**

A. Number of Units: - 04 (Semi Skilled manpower)

##### **Scope of Work of Data Entry Operator/Office Assistant**

- i) Data entry of record keeping, editing of existing database.
- ii) Proof reading of new database
- iii) Inputting of letter.
- iv) Storage and backup of database.
- v) Documents related works.
- vi) Report generation & office record maintain.
- vii) To assist the office in maintenance of the file.
- viii) To assist the officers in checking and arranging the records and files.
- ix) Scanning and Photo Copying of documents, computer data entry, preparing of reports and other general office documents.
- x) Typing the official letters and other documents.
- xi) Creating Excel sheets, entering data, creating files/folders and maintaining the same.
- xii) Receiving daily Dak in inward section and dispatching daily Dak in outward section and maintaining the record of the same.
- xiii) Sending E-mails and faxes.
- xiv) Assisting in arrangements of meetings, inspections
- xv) Register and File keeping
- xvi) Maintaining visitors' Registers.
- xvii) Any other office work as and when assigned.

#### **Cat I : B) Office boys/ Helpers**

A)Number of Units - 04 (unskilled manpower)

##### **Scope of Work of Office boys/ Helpers**

- i) Opening and closing of the Office.
- ii) Regular dusting of furniture, etc so as to maintain general cleanliness and hygiene in office.
- iii) Making arrangements for tea, coffee, water etc during the meetings and routinely to the officers and other official visitors.
- iv) Photocopying, making sets of reports and other general office documents.
- v) Dispatch and delivery of official letters by messenger, ordinary /registered/ speed post.
- vi) Distribution of office letters & files of general nature among the officers.
- vii) Any other office work as and when assigned.

**Cat II : C) Sweeping and Cleaning of Office Premises .**

A) Number of Units : 13 Labour days/month

**B) specification of work:**

Sr. No.	Works	Periodicity	Before
1	Sweeping, Cleaning and mopping of closed (with wet cloth) and open area in entire TERM Cell CG premise which consists of chambers of officers, staff & open space etc.	Daily	09.00 Hrs to 11:00Hrs
2	Dusting & wiping (with wet cloth) of office furniture (table, chairs etc)/ equipment etc.	Daily	
3	Cleaning of floors of offices & cabins with phenyl water	Daily	
4	Removing waste/garbage and dumping it at the place earmarked for the purpose	Daily	
5	Putting liquid soap in soap cases	Daily	
6	Cleaning & washing of toilets/urinals/wash basins etc.	Daily	
7	Putting Standard Deodorants in Toilets/urinals/bathrooms	Weekly	
8	Dusting of office furniture equipment kept at height or attached to ceiling. i.e. fans. A/C Units, Energy, Savers etc. with wiping cloth/vacuum cleaner, wiping of window glasses/cabin partitions, lightweight partitions, attachments and fixtures like table fans, coolers, fire extinguishers, first aid boxes, fire alarm panels, notice boards, Xerox machines, racks, cupboards etc. (i.e. for all the item not covered under sr. No. 2 above)	Weekly	
9	Cleaning of doors and windows glasses with Colin liquid in all chambers existing in the building.	Weekly	
10	Spraying in all chambers for mosquito.	Weekly	
11	Spraying of room freshener in the chambers	Daily	

**Note : -**

1. Apart from this the contractor has to carry out any work which is not included in above schedule but is related to cleanliness of building (including any chock up of drainage pipes in toilets/bathrooms), or harmful to the health of staff sitting in office.
2. The material required for above works viz. Phenyl, toilet cleaner, acid, odonil, naphthalene balls etc. and equipment's such as brooms, vacuum cleaner or anything required for cleaning/housekeeping works would be arranged by the Contractor .

**Detail of offices for Sweeping and Cleaning Services**

SL. No.	Name of Building	Approx.Covered Area (in sqr mtr)
	TERM Cell CG CTO Building, Jaistambh Chowk, Raipur. 2 <sup>nd</sup> & 3 <sup>rd</sup> Floors	9256

**Note:** - This is only approximate area & this may increase or decrease due to any change in arrangement of office set up or additional posting of officers as required by TERM Cell CG.

**SECTION – VIII**  
**AGREEMENT**

The agreement made on this..... day of (month).....(year)..... between M/S ..... herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the other in after referred to as the DoT, of other part.

Where as the contractor has offered to enter into contract with the said DoT in section ..... for the execution of work of Data Entry Operator/Office Assistant/Helper works in DDG TERM CG Raipur jurisdiction) on the terms and conditions herein contained and the rates approved by the DoT (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

1. The contractor shall, during the period of this contact that is to say from (Date) ..... to (Date)..... or completion of work for Rs..... (In words) ..... whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to supplied by him to his labour at his own expensed, all other associated works as described in Bid documents (annexed to the agreement), when the DDG (C) Raipur or any other persons authorized by the DDG (C) Raipur in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid documents (Technical and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be give during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
3. The contractor shall also supply the requisite number of workmen with means & materials as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
4. The contractor hereby declares that nobody connected with or in the employment of the Department of Telecommunications is not/shall not ever be admitted as partner in the contract.
5. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the DoT having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present have here into set their respective hands and seals the day year in.....

Above written:

Signed sealed & Delivered by  
the above named Contractor in the

Presence of

Witness: 1. 2.

Signed & Delivered on behalf of the DoT by the

Witness : 1. 2.

**SECTION IX**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Tender NIT Number \_\_\_\_\_

Subject: Authorisation for attending bid opening on \_\_\_\_\_ (date) in the tender of \_\_\_\_\_

Following persons are hereby authorized to attend the bid opening for the Bid mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
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I

II

Alternate  
Representative

Signatures of bidder  
or  
Officer authorized to sign the bid  
Documents on behalf of the bidder.

- No.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 recovered.

**SECTION – X**

**LIST OF THE DOCUMENTS TO BE UPLOADED ALONG WITH TECHNICAL BID**

The tendered will have to submit the following documents/deposits with the Technical Bid. Any bid not accompanying the below mentioned documents/deposits will be liable to be rejected;

1. Scanned copies of DD/Bankers cheque toward Bid Security/EMD and cost of Bid document
2. Bid document (s), duly filled in and signed by Bidder or his authorized representative along with seal on each page. All conditions and over writing must be initialed with date by the Bidder or his authorized representative.
3. Latest income tax return certificate.(In case of Partnership firms, the income tax return certificate of the firm will be submitted by the bidder).
4. The Registration of Firm: The authenticated copy of partnership deed in case of partnership firm, copy of Memorandum of Association in case of Company or Firm registration certificate.
5. Bid Form, duly filled in, as per section II.
6. Bidder's profile, certificate for document download, certificate regarding near relative and certificate regarding debarring duly filled in, as per section III of the Bid document.
7. Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
8. The copy of the experience certificate of work as mentioned in the NIT.
9. Copy of PAN/GIR No. (In case of Partnership firms, the PAN No. of the firm will be submitted by bidder)
10. **GST registration no**(if any).
11. Copy of EPF and ESIC registration

**All the documents should be duly attested by Gazetted officer /Notarized before uploading.**

**Signature of contractor with seal**



**GOVERNMENT OF INDIA  
MINISTRY OF COMMUNICATION & IT  
DEPARTMENT OF TELECOMMUNICATIONS**

**BID DOCUMENT**

**“e-TENDER FOR DAY TO DAY RUNNING OF OFFICE  
AND HOUSE KEEPING SERVICES”.**

**(FINANCIAL BID)**

NAME OF THE TENDERER..... -

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**OFFICE OF THE DEPUTY DIRECTOR GENERAL (Compliance) Chhattisgarh  
RAIPUR**

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**Section XI****Schedule of Rates****(Financial Bid for Day to Day running of office & housekeeping Work in O/o DDG TERM CG Raipur )**

To

The ADG,  
O/o The DDG (C) DoT C.G., RaipurSub.: Our Financial Bid for Data Day to Day running of office & housekeeping o/o DDG (C) Raipur.Ref: No. C-3/TERM-CG/ Tender/ D.E.O. /16-17/11dated 11/08/2017

Dear Sir,

Having examined the Bid documents, terms and conditions stipulated therein, specifications of work etc., we the under signed offer to execute the Day to Day running of office & housekeeping Works in conformity with the said specifications and conditions of contract at rates quoted.

Invoice will be raised on the basis of actual no. of working days in a month

Sl. No.	Description of item	Scheduled of Rate		
		<b>Data Entry Operator/ Office Assistant (Semi-skilled) (A)</b>	<b>Office boys/ Helpers (un-skilled) (B)</b>	<b>Sweeping and Cleaning of Office Premises including labourer and materials (C)</b>
1.	Monthly rate per head as per Minimum Wages Act, excluding, EPF, ESIC	Rs. 13156	Rs.11648	Rs.6224
2.	Service charge over & above on Item No.1, to be quoted as <b>percentage</b> of Item no. 1	In figures		
		In words		

Date.....  
Place.....Signature of the Tenderer  
Name.....  
Address .....  
.....  
Seal ...**Note:**

- The contractor needs to quote only the service charge (as percentage) to be claimed by contractor **taking into account any increase in VDA rates & other factors**. The contractor will be required to pay at least minimum wages as per rule applicable. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him/her like EPF, ESI etc, as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any) and **GST will be reimbursed as per actual along** with the monthly bill on producing the receipts and other documents. Office has five working days from Monday to Friday.
- If a firm quotes "NIL" charges /consideration, the bid shall be treated as unresponsive and will not be considered.**

Date .....  
Place .....Signature & Seal of the Tenderer  
Name .....

Signature and Seal of the Bidder