



सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS
O/o DEPUTY DIRECTOR GENERAL
TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL
TELEPHONE EXCHANGE BUILDING, BOUNDARY ESTATE
CHHOTA SHIMLA(HP) -171002.

BID DOCUMENT

TENDER FOR OUTSOURCING OFFICE UPKEEP AND HOUSEKEEPING SERVICES IN THE
O/o DEPUTY DIRECTOR GENERAL
TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL, HP.

TERM/HP/551/OU-HK&DEO/Tender/2016/VOL-IV

Price Rs 200/-

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Part – I

Technical Bid

**O/o Deputy Director General
(Telecom Enforcement, Resources & Monitoring)
Government of India, Ministry of Communications & IT
Department of Telecommunications
T.E. Bldg. Boundary Estate Chhota Shimla H.P. – 171002.**

Notice Inviting Tender

Tender No: TERM/HP/551/OU-HK&DEO/Tender/2016/VOL-IV/5 dated: 22.01.2016

Tender for outsourcing of office & Inspection Quarter upkeep, housekeeping services & the services of Data Entry Operator –equivalent to three unskilled, two part time services (unskilled) and six Data Entry Operators manpower workload per day, to TERM Cell H.P.

Sealed tenders (Wax or PVC tape sealed) on behalf of DoT are invited by DDG (TERM) H.P. from the contractors for outsourcing of office & Inspection Quarter upkeep , housekeeping services & the services of Data Entry Operator – equivalent to three unskilled, two part time services (unskilled) and Six Data Entry Operators manpower workload per day, to Telecom Enforcement, Resource & Monitoring Cell, H.P. as per detail given below:-

S. No.	Tender No.	Estimated cost	Cost of Bid Document	Bid Security	Area of Contract
1	TERM/HP/OU-HK & DEO/Tender/2016/VOL-IV	Rs 9,46,100/-	Rs. 200/-	Rs.23,653/-	DDG(TERM) H.P.Office

1. Period of Contract: - One year from the date of agreement further extendable by six months.

2. Mode of Payment:- Tender document can be obtained from ADE (TERM), O/o DDG (TERM) H.P. after paying cost of bid document through DD in favour of CAO, O/o CCA H.P. payable at Shimla.

3. Tender document can also be downloaded from the website www.dot.gov.in. The downloaded document shall be treated as valid document for participation in the tender, but the cost of the tender document in the form of DD in favour of CAO, O/o CCA H.P. payable at Shimla is to be enclosed with the bid along with requisite Bid security & other documents, failing which the tender will be out rightly rejected.

Note: It may be ensured that two different DDs, one for the cost of tender form and other for Bid Security should bear the date after the date of NIT .

Bid Security is to be deposited in the form of Demand Draft issued by any Nationalized or Scheduled Bank drawn in favour of CAO, O/o CCA H.P payable at Shimla.

4. Sale of Tender Documents From 22-01-2016 to 17 -02-2016 on all working days.
Time 1030 hrs to 1700 hrs. However on 17 .02.2016. It will be available only up to 12.00 hrs.

5. Time and last date of submission of Bid : Up to 1500 HRS on 18 .02.2016

6. **Time of Bid Opening:** At 1530 HRS on 18-02-2016.
7. **Venue of Bid Opening** O/o Deputy Director General
(TERM), H.P.
T.E. Bldg. Boundary Estate
Chhota Shimla, H.P. – 171002.

The interested Companies/ Firms/ Agencies may put the tender document complete in all respects along with Bid Security of Rs 23,653/- and other requisite documents in the Tender Box kept in O/o Dy. Director General (TERM), H.P. T.E. Bldg. Boundary Estate Chhota Shimla H.P. – 171002 up to 1500 Hrs on 18.02.2016. Tenders shall not be entertained after this deadline under any circumstances whatsoever, and will be summarily rejected without opening.

8. **The tender, which is not accompanied by the requisite Bid Security, shall be summarily rejected. The DDG (TERM), H.P. reserves the right to cancel the tender process or reject any or all tenders without assigning any reasons whatsoever.**

DDG (TERM), H.P.

**O/o Deputy Director General
(Telecom Enforcement, Resources & Monitoring)
Government of India, Ministry of Communications & IT
Department of Telecommunications
T.E. Bldg. Boundary Estate Chhota Shimla H.P. – 171002.**

TENDER NOTICE FORM

Tender for outsourcing of office upkeep, housekeeping services & the services of Data Entry Operator to TERM Cell H.P

1. **Tender No** **TERM/HP/551/OU-HK&DEO/Tender /2016/VOL-IV/5. Dated 22 -01-2016.**
2. **Name of work** **Outsourcing of office upkeep, housekeeping services & the services of Data Entry Operator, to Telecom Enforcement, Resource & Monitoring Cell H.P.**
3. **Estimated Cost** **Rs. 9, 46, 100/-**
4. **Bid Security** **Rs.23,653/-**
5. **Last date of Sale of Tender form** **Up to 1200 HRS on 17 -02-2016**
6. **Last date of receipt of tender bid** **Up to 1500 HRS on 18 - 02-2016**
7. **Time & Venue for opening of Tender** **1530 HRS on 18-02-2016**
**O/o Deputy Director General (TERM),
T.E. Bldg. Chhota Shimla, H.P– 171002**
8. **Validity of tender Offer** **90 days.**
9. **Cost of Tender form** **Rs. 200/-**
10. **Date of issue of DD for the cost of Tender document with date & Amt -----
(To be filled in by Tenderer)**
11. **Issued in favour of
along with bank details
(To be filled in by Tenderer)** _____
12. **Date of issue of DD for bid security, Amount with date -----
(To be filled by the Tenderer)**
13. **Issued in favour of along with bank details -----
(To be filled by the Tenderer)**

SECTION-I

GENERAL INSTRUCTIONS

1. The tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his quotation.
2. In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organisation. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at Shimla only.
3. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
4. It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.
5. Any tenderer participating in this tender should make sure that he will be able to carry out the work in the contract.
6. It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall not be considered excuses for difficulties in performing the contract. The rates quoted should take all factors into consideration.
7. The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
8. The tenderers who are confident of executing the contract in time by arranging the required resources, manpower and materials should only participate in this tender.
9. The tender schedule shall be read in conjunction with Specifications, General Instructions, and Conditions of Contract and Additional Conditions. The tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.
10. The quantities indicated in tender may vary by $\pm 25\%$
11. SUBMISSION OF BIDS

The tender should be submitted in wax sealed covers superscripted "Tender for outsourcing of office upkeep, housekeeping services & the services of Data Entry Operator to Telecom Enforcement, Resource & Monitoring Cell, H.P.". The tender should be addressed to the ADE (TERM) O/o DDG (TERM) H.P. and should be deposited in the tender box placed in the chamber of ADE (TERM) O/o DDG (TERM) H.P.

Method of preparation of bid

- a) Bid for each tender should be submitted in two separate sealed envelopes placed inside a main sealed envelope. The envelopes inside main sealed envelope should contain the following;

Envelope	Marked on the cover	Contents of Envelope
First	Technical Bid	Should contain Bid security, cost of tender form where form has been downloaded through internet from website and documents as per clause 21 of section I
Second	Financial Bid	Rates duly quoted by the tenderer in the prescribed format in section VIII.

On all these envelopes the name of the firm and whether “Technical” OR “Financial” bid must be clearly mentioned and should be properly sealed. Seal means wax sealed or sealed with PVC tape/ Adhesive tape, (the document should not be sealed merely with gum or stapler pin). These envelopes are to be placed inside the third envelope and properly sealed as mentioned above. The tenders which are not submitted in above mentioned manner shall be summarily rejected.

- b) The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- c) Any tender with conditions other than those specified in the tender documents, is liable to be rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.
- d) No person is permitted to bid for tender whose relative(s) is (are) working in O/o DDG (TERM) and/or O/o CCA, Department of Telecommunications, H.P. The tenderer thus should give certificate on Rs. 5/- Revenue Stamp paper duly attested by Distt. Notary along with tender documents that none of his/her relative is working in O/o DDG (TERM) and/or O/o CCA, Department of Telecommunications, H.P. Near relative for this purpose is defined in section VI.

Note: - The “Financial Bid” of only qualified tenders will be opened at a later date. Date, time & venue of opening of Financial Bid will be intimated to qualified bidders seperately.

12. LATE BIDS:

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

13. The tenderer shall quote the rate either in English or in Hindi only, both in words and figures separately in the manner as specified for every item.
14. In the case of illiterate tenderers, a witness should attest the tendered rate. The rates quoted in words will have Precedence over the rates quoted in figures.
15. All corrections, additions and alterations in the entries and tender papers will be signed in full by the tenderer with date. No errors or overwriting shall be permissible unless signed by the tenderer with date.

16. The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses. In case of the authorised representative signing the bid, a duly certified copy of the power of attorney, signs in that behalf shall accompany the tender. In case of the partnership firm, attested true copy of the partnership deed must be submitted along with the tender. Similarly in case of company the attested copy of Memorandum of Article & Association shall be submitted along with the tender.
17. The tenderer shall certify and sign on each and every page of tender document at the bottom left hand corner and also will sign wherever required in the tender document as his acceptance of each term and conditions of the contract.
18. Bid Security shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of the CAO, O/o CCA H.P. payable at Shimla as mentioned in the notice inviting tender. Bid security in cash or in the form of cheque or in any other form shall not be accepted.
19. Interest shall NOT be payable on the Bid Security deposit.
20. The Bid security of the successful tenderer will be adjusted towards performance security deposit and of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tender.

DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER

21. The following documents must be submitted by the bidder with technical bid.
 - a) Performa for bidder's details as per section IV.
 - b) Bid Security & cost of tender document in the form of DD in favour of CAO, O/o CCA H.P. payable at Shimla in case of downloaded tender document. DD should bear the date after the date of NIT.
 - c) Tender document(s), in original duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
 - d) The contracting firm/ agency/ company should be registered with appropriate authorities and attested copy of registration may be attached.
 - e) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
 - f) Certificate regarding no relative working in O/o DDG (TERM) and/or O/o CCA Department of Telecommunications H.P on Rs. 5/- revenue stamp paper notarized as per section VI. (Please ensure that "No near relative certificate "as per section VI is to be signed by all the partners of the firm/directors of the company or company secretary on behalf of all directors).
 - g) Attested copy of service tax registration certificate issued by competent authority.
 - h) Attested copy of EPF and ESI registration with competent authority.
 - i) Attested Copy of PAN/GIR/TAN Card

- j) Copy of experience certificate of similar work for at least one year during the last five years in outsourcing the manpower/services of Data Entry Operator or job of similar nature to Public Sector Companies / Banks and Government Departments.
- k) Copy of the memorandum of Article of Associations in case of company and copy of partnership deed in case of partnership Firm.

22. REJECTION OF TENDERS

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel any or all tenders without assigning any reasons. Bid is also likely to be summarily rejected in the following cases:

- a) If the requisite Bid Security in the manner does not support the tender provided therein.
- b) If the tender is not duly signed, or not found proper or complete to the satisfaction of DOT in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- c) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- d) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.

23. The tender submitted by tenderer will remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of the tender. Tenderer shall not be entitled during this period of Ninety days, without the consent in writing of DoT to revoke or cancel his tender or to vary the tender submitted or any term thereof. The DoT shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if requested by the DoT in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the DoT in writing.

24. Tender will be accepted and Contract will be finalized only with those of the tenderer(s), who in the opinion of DoT shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.

25. The DoT reserves the right to award the contract or part thereof to one or more tenderers whose rate may not necessarily be the lowest. The decision of DDG (TERM) H.P in this regard shall be final and binding.

26. SIGNING OF THE CONTRACT AGREEMENT

The successful Tenderer shall be required to execute an Agreement within 10(Ten) working days of being called upon on a non-judicial stamp paper of Rs. 100/-(One hundred only) at his own cost and in the form annexed hereto to the effect that the tenderer and DoT are bound by the terms and conditions of agreement which in turn, will be the same as terms and conditions of tender document.

27. The DoT reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of DoT under this clause shall not construe the breach of contract.

FORFEITURE OF BID SECURITY

28. In the event of failure of the tenderer to execute the Agreement or failure to remit the required security deposit within seven days of being called upon to do so, the amount of Bid security shall stand forfeited. The acceptance of the tender will be re-considered or revoked or cancelled at the discretion of DoT which will not amount to imposing of penalty.
29. Any clarifications on details of the contract can be obtained from ADE O/o DDG (TERM), H.P, before 17th Feb, 2016. No request for any clarification shall be entertained thereafter.
30. Any attempt to negotiate directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavors to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected and action to black-list the tenderer will be taken by the competent authority.
31. No Gazetted Officer employed with DoT is allowed to work as a contractor for a period of two years of his retirement. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained permission of Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service as the case may be, and any bid security, performance bank guarantee and any other bills due for payment shall stand forfeited forthwith. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature, from the DoT for his illegal act.
32. DoT assumes no responsibility whatever for any oral understandings or representations made by any of its officers or agents or servants prior to the execution of the contract.
33. No communication from the tenderer in the form of any clarification or information/document lost sight of in the original tender etc. will be given any consideration, unless any such clarification has been sought for by the DoT.
34. DoT reserves the right to postpone the date of opening of tender or to cancel the tender notice without assigning any reasons thereof. Any request from tenderers to postpone or to change date of opening of the tender due to any reason, whatsoever, will not be considered.
35. DoT is not bound to accept the lowest tender and reserves absolute right to reject any or all tenders without assigning any reason thereof.
36. The tender form and Document shall be non-transferable.
37. These instructions to the Tenderer shall be deemed to form part of the Agreement/Contract for the work.
38. The tender will be in force for a period of ONE Year commencing from the date of execution of agreement. The DDG (TERM) H.P. may also extend the period of contract for a period of six months from the date of its expiry on the same rates, terms and conditions which shall be binding on the contractor.
39. In case the date of opening of tender is declared a holiday, the tender will be opened on the next working day.

SECTION-II

SPECIAL TERMS AND CONDITIONS

1. The tender should be submitted in wax sealed covers superscribed “Tender for outsourcing of office upkeep, housekeeping services & the services of Data Entry Operator to Telecom Enforcement, Resource & Monitoring Cell, H.P.” The tender should be addressed to the ADE O/o DDG (TERM) H.P and should be deposited in the tender box placed in the chamber of ADE O/o DDG (TERM) H.P.
2. Bid security shall be deposited in the form of Demand draft drawn on any of the Nationalised or Scheduled Bank in favour of CAO, O/o CCA H.P payable at Shimla along with the tender form. Tender without Bid security or received late will not be considered.
3. The tenderers are at liberty to be present or authorize not more than one representative to be present at the time of opening of tenders.
4. The outsourcing Company / Firm / Agency should be registered with the appropriate registration authority.
5. The Company / Firm / Agency should have at least one year experience during the last five years in outsourcing the services of Data Entry Operator or job of similar nature to Public Sector Companies / Banks or Government Departments.
6. The Company / Firm / Agency should be registered with Income Tax and Service Tax departments.
7. The tenderer signing the tender should specify clearly whether he is signing as:-
 - i. Sole Proprietor
 - ii. Partner
 - iii. Under the power of attorney or
 - iv. Director /Manager/Secretary etc.

As the case may be copies of documents authorizing the signatory to sign the tender on behalf of such companies, firms and person should be attached with the tender.
8. Correction in the tender, if any should be initialled with date otherwise the tender will be rejected at the time of opening.
9. The tender will be in force for a period of one year commencing from the date of execution of agreement. The DDG (TERM) H.P. may extend the period of contract for six months from the date of its expiry on the same rates, terms and conditions which shall be binding on the contractor.
10. Quantum of work and estimated cost mentioned may increase/decrease up to 25%.
11. The contractor must engage sufficient manpower/Data Entry Operator during working hours so as to ensure that work does not suffer. One representative of contractor or contractor himself must be in touch with the officer by whom work is assigned.

12. If any tender is withdrawn before the expiry of validity and after the acceptance of the tender, the Bid Security of the tenderer will be forfeited.
13. Successful tenderer is to execute an agreement in the proper form on a stamp of Rs. 100/-the cost of which will be borne by the tenderer himself within the prescribed time after depositing the Security. Such agreement must conform to terms of NIT and such other condition in the tender offer as may be agreed upon by DDG (TERM) H.P. The submission of more than one tender under different names is prohibited.
14. **INFERIOR QUALITY OF WORK: -**
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.
15. If the work is not performed by any or all the manpower/Data Entry Operator on any day/days in a month, deduction shall be made proportionately (per day basis) from the bills of the contractor and a penalty @ Rs. 250/- per working day will be imposed.
16. The accountability and responsibility for proper upkeep of data will be with the contractor.
17. If any of the information furnished by the contractor is found to be incorrect, the contract is likely to be terminated.
18. DDG (TERM) H.P. does not bind himself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) The right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties. He can also reduce or extend the period of contract without assigning any reason.
19. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.
20. The Bid security will be refunded to unsuccessful bidders in due course in-accordance with the rules of the DoT.
21. The DDG (TERM) H.P. will not be liable to pay any interest on the Bid Security or Performance Bank Guarantee in the shape of PBG . If the successful tender withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, the DDG (TERM) H.P. reserve the right's to forfeit Bid Security / PBG.
22. Rate for outsourcing of office & Inspection Quarter upkeep, housekeeping services and the services of Data Entry Operator to Telecom Enforcement, Resource & Monitoring Cell, H.P. should be quoted clearly in the financial bid (Section VIII).
23. The manpower/Data Entry Operator engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on the DoT.
24. The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the

Law / Acts. The contract will remain valid for a period of ONE Year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the DDG (TERM), H.P.

25. That the Contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI (4.75 %) & EPF (13.61 %) towards the persons deployed in TERM HP before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.
26. That the contractor shall particularly abide by the provisions of the Minimum Wages Act, 1948 with rules 1950 framed there-under, as amended from time to time. The contractor may pay monthly wages to his workers at the rate of minimum wages fixed by the State Government of HP. If the minimum wages are revised by the state Govt. of HP with in the currency of contract ,then the such revised minimum wages shall be applicable for payment.
27. Service shall be from 0900 to 1800 hrs on Monday to Friday, with a lunch break except Inspection Quarter. The contractor may be called upon for the services on Saturday Sunday or Gazetted holidays also, if required, without any extra charge. No other emoluments shall be entitled to except the actual bus fare for services outside office premises.
28. The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and utmost secrecy and confidentiality must be maintained.
29. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.
30. For all intents and purposes, the contractor shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower/Data Entry Operator so employed and deployed in this office. The manpower/Data Entry Operator deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o DDG (TERM), H.P., Department of Telecommunications.
31. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any manpower/Data Entry Operator deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
32. The manpower/Data Entry Operator deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, adhoc, regular / confirmed employees of this office during the currency or after expiry of the contract.

SECTION-III

SPECIFICATION

JOB DESCRIPTION:-

1. This office has initial requirement for three unskilled, two part time services (unskilled) and six Data Entry Operators. The unskilled manpower should be able to read & write Hindi and also be able to read addresses & names in English. The nature of services shall include carrying out all the functions generally performed in this office by Attendants/Messengers including but not limited to the work in the Dak section, Dispatch of the Dak at post office, Delivery of the letters to other offices and any other duty assigned to him/her. The Data Entry Operator should be at least intermediate pass from a recognized institution. He should have sufficient knowledge of computer operation and should be able to handle the data. The nature of services shall include carrying out all the functions generally performed in this office by computer operators, data entry operators including but not limited to the work of maintenance of office record and any other duty assigned to him/her.

a) **Housekeeping**

- i. Regular cleaning, dusting of furniture, etc. so as to maintain general cleanliness and hygiene in office and movement of files .
- ii. Making arrangements for tea, coffee, water etc. during the meetings and routinely to the officers of TERM Cell and other official visitors/representatives.
- iii. Photocopy, distribution of office Dak & files of general nature among the officers.
- iv. Any other job assigned from time to time.

b) **Data Entry Operator**

- i. Photocopying, computer data entry and making sets of reports and other general office documents.
- ii. Dispatch and delivery of official letters by messenger, ordinary post and registered post.
- iii. Distribution of office dak & files of general nature among the officers.
- iv. Scanning the documents, computer data entry, preparing of reports and other general Office documentations.
- v. Typing the official letters and other documents.
- vi. Handling existing data and editing current information.
- vii. Proof reading new entries into a database etc.
- viii. Keeping the office record updated.
- ix. Taking backup of data at regular intervals and storage of data.
- x. Any other job assigned from time to time.

c) **Part time Services, sweeping/cleaning (Un-Skilled):**

- i. Sweeping/cleaning of office including toilets and bathrooms kitchen, window pan glass & webs on walls /ceilings etc. of DDG TERM & Inspection quarter at new Shimla.

- 1. The requirement of this office may increase or decrease during the initial period of contract also.**
- 2. The above work is required normally during office hours except Inspection quarter.**
- 3. Payments:- Payments by crossed cheque will be made on monthly basis normally within 15 days of the submission of Bills in duplicate addressed to the DDG (TERM) H.P, duly pre-receipted and duly verified by the controlling JTO/SDE/AD/ADE/ADG/Director (TERM) H.P.**

SECTION – IV

Tender No. TERM/HP/551/OU-HK&DEO/Tender/2016/VOL-IV/5 Dated 22-01-2016

BIDDER'S DETAILS

For outsourcing of office, Inspection Quarter upkeep and housekeeping services—equivalent to three unskilled, two part time services (unskilled) and six Data Entry Operators manpower per day to TERM Cell H.P.

1. Name of Tendering Company/ Firm / Agency _____
(Attach certificate of registration)
2. Name of proprietor / Director of Company/Firm/agency _____
3. Full Address of Reg. Office _____
Telephone No. _____
FAX No. : _____
E-Mail Address : _____
4. Full address of Operating/Branch Office _____
Telephone No. : _____
FAX No. : _____
E-Mail Address : _____
5. PAN / GIR/TAN No _____
(Attach attested copy)
6. Service Tax Registration No. _____
(Attach attested copy)
7. E.P.F. Registration No. _____
(Attach attested copy)
8. E.S.I. Registration No _____
(Attach attested copy)
9. Give details of the major similar contracts during the last five years in outsourcing of office upkeep, housekeeping services and the services of Data Entry Operator or job of

similar nature to Public Sector Companies / Banks and Government Departments in the following format. Attested copies of work orders may also be attached.

S.No	Details of client along with address, telephone and FAX numbers	Amount Contract (Rs.lacs)	Duration of Contract	
			From	To
1				
2				
3				

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

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

Signature of authorized person

Date:

Name:

Place:

Seal :

SECTION-V

CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1. The **CONTRACT** means the documents forming the tender and acceptance thereof and the formal agreement executed between DoT and the **CONTRACTOR** together with the documents referred to therein including **TENDER NOTICE, GENERAL INSTRUCTIONS, GENERAL CONDITIONS, CONDITIONS OF CONTRACT, ADDITIONAL CONDITIONS, TENDER SCHEDULE**, instructions issued from time to time by the Competent Telecom Authority and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

1.2. In the **CONTRACT**, the following expressions shall unless where the context otherwise required, have the meaning 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.

"**Change**" shall mean a substitution for or omission of any work or other requirements within the general scope of the work; the performance of or compliance with which is contemplated by the contract documents.

"**Extra work**" shall mean 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 clarifications, 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.

The "**SITE**" shall mean the location wherein the work is to be executed under the contract.

The "**DoT**" means the Department of Telecommunications, and its successors.

The "**COMPETENT TELECOM AUTHORITY**" means the DDG (TERM) H.P.

1.3. All references of:

- DoT

Deputy Director General (TERM)

Director

Assistant Director General

Assistant Director/SDE/JTO

in various clauses shall mean the Officers in their respective Grades/Groups employed in the DoT, by whatever designations are assigned to them from time to time and who may be in-charge of direction, execution, supervision, testing, acceptance, maintenance of claims, etc. from time to time and includes their successors in office.

Words imparting the singular number include the plural number and vice-versa.

2. INTERPRETATION OF THE CONTRACT DOCUMENT

The Competent Telecom Authority and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

3. VALIDITY PERIOD OF RATE

The rates quoted should be firm and valid for minimum Three Months from date of submission of bid up to the validity of contract agreement after finalization of tender for all work order without any change.

4. TAXES AND DUTIES

Contractor shall pay all 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 Contract Documents and/or in respect of the works or operation(s) 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.

5. PRICE ESCALATION

The DoT shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase.

6. NOTIFICATION BY CONTRACTOR

The Contractor shall give in writing to the proper person or authority with a copy to the Competent Telecom Authority such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Contractor shall keep all proper persons or authorities involved regularly advised of the progress of

operations throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time as directed or required.

7. QUALITY OF WORK

The DDG (TERM) H.P. shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Competent Telecom Authority and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Competent Telecom Authority has the right to prohibit the use of men/women and any tools, materials or equipment's which in his opinion do not produce work or performance meeting the requirement of the Contract Documents.

8. GUARANTEE

In addition to any and all other guarantee and warranty mentioned in the contract documents the Contractor guarantees that the entire work will be done in a satisfactory manner.

9. INSURANCE

Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution.

The Contractor shall also take out workmen's compensation insurance as required by law and undertaken 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 clients) charges and expenses that may arise in regard to the same or that the Department may suffer or incur with respect to and/or incidental to the same. The Contractor shall have to furnish originals and/or attested copies as required by the Competent Telecom Authority of the policies of insurance taken within seven days of being called upon to do so together with all premium receipts and other papers related thereto which the Competent Telecom Authority may require.

10. INDEMNITIES

The Contractor shall at all times hold the DoT harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the DoT, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the DoT may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees 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

protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the DoT arising out of or incidental to or in connection with the operation covered by the contract. 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 such suit or other finding without first consulting the DoT.

11. Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, Competent Telecom Authority shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In the event of the security being insufficient 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 thereafter 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 Competent Telecom Authority on demand the balance remaining due.

12. **INSOLVENCY OR DEATH OF CONTRACTOR**

In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, 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 DDG (TERM) H.P. shall have the power to terminate the contract without previous notice.

13. Contractor's heirs/representatives shall, without the consent in writing of the DDG (TERM) H.P, have no right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, 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 engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the DDG (TERM) H.P, in writing.

14. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, DDG (TERM) H.P. shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

15. **SUB-CONTRACTS**

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

16. DDG (TERM) H.P. reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to the DoT in terms hereof and for the due fulfilment of the contracted works.

17. The Contractor shall indemnify, and save harmless the DoT from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the DoT may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be.
18. If contractor without written approval of Competent Telecom Authority, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, the DDG (TERM) H.P. shall have power to adopt any of the courses specified in clause- (30); clause- (31) as he may deem fit in the interest of DoT and in the event of any of these courses being adopted the consequences specified in the said clause-(30); clause- (31) shall ensue.
19. Where the Contractor is a partnership firm, the previous approval in writing of the DDG (TERM) shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under 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 clause- (19) hereof and the same action may be taken, and the same consequence shall ensue as provided in the said clause-(19)
20. **LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION**
Obtaining license before commencement of work:

The contractor shall obtain a valid labour license as per requirement under the contract labour(R & A) Act. 1970 and the contract labour (Regulation and Abolition) Central Rules1971 before commencement of the 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.
21. **CONTRACTORS LABOUR REGULATIONS:**
Working hours
 - 21.1. 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.
 - 21.2. When a manpower/Data Entry Operator is made to work for more than 9 hours on any day or for more than 48 hours (45 hours in case of 5 Days week) in any week he shall be paid over time for the extra hours put in by him. The rate will be determined consider per day rate& per day working hours i.e, 9hrs.
 - 21.3. Every manpower/Data Entry Operator 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/Data Entry Operator 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/Data Entry Operator 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).

21.4. Where a contractor is permitted by the officer to allow a manpower/Data Entry Operator 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/Data Entry Operator for the work performed on the normal weekly holiday at the overtime rate.

22. PAYMENT OF WAGES

22.1. The Contractor shall fix wage periods in respect of which wages shall be payable.

22.2. No wage period shall exceed one month.

22.3. 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.

22.4. Where the employment of any manpower/Data Entry Operator 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.

22.5. 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 hours of the last working day.

22.6. Wages due to every manpower/Data Entry Operator shall be paid to him direct or the other person authorized by him in this behalf.

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

22.8. Wages shall be paid without any deductions of any kind except those specified by the central government by general or special order in this behalf or permissible under the payment of wages act 1956.

22.9. 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 office who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.

22.10. Contractor shall ensure payment of EPF(13.61 %) / ESI(4.75 %) to the man power deputed under this contract.

22.11. Each claim bill of the contractor must accompany details of labourers/employees engaged, duration of their engagement/wage register /amount of wages paid/amount of EPF(13.61 %)/ESI(4.75 %) contributions and declaration from the contractor regarding compliance of the condition of EPF Act 1952.

22.12. The contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day(s) after 6 days (effective 45 hours of work in case of 5 Days week) & national holidays, PF, ESI etc. & the documentary proof of the same has to be attached with each month's bill.

23. LABOUR RECORDS

23.1. 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 and same shall be submitted along with monthly bills to be submitted by contractor.

23.2. 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.

23.3. The contractor shall maintain a Register of daily work done by the Data entry operator.

23.4. The contractor shall maintain a Wage Register in respect of all work men employed by him on the work under contract in form XVII of the CL (R & a) Rules 1971.

23.5. The manpower/Data Entry Operator deployed by the contractor for providing the services to do specified work will have no claim whatsoever for absorption in DoT later on.

23.6. The contractor shall maintain a Register of Fines in the form XII 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 for which fines can be imposed.

23.7. The contractor shall maintain a Register of deductions for damage or loss in from XX of the CL(R & A) Rules 1971.

23.8. The contractor shall maintain a register of Overtime in from XXIII of the CL(R & A) rules 1971.

24. Inspection of Books And Slips.

The contractor shall allow inspection of all the prescribed labour records to any of his manpower/Data Entry Operators 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 Central Government on his behalf 52 Submission of Returns. The contractor shall submit periodical return as may be specified from time to time.

25. INSURANCE:

Without limiting any of the other obligations or liabilities the contractor shall at his own expense, take and keep comprehensive insurance for men. and for all the work during the execution. The contractor shall also take out workmen's compensation insurance as required by law and under take to indemnify and keep indemnified the DoT for and against all manner of claims an 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 take 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.

26. COMPLIANCE WITH LAWS AND REGULATION

26.1. During the performance of the works the contractor 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 Government, Governmental agency or DoT, municipal boards, Government 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 rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.

26.2. Any assignee to share any portion of the work to be performed hereunder may be assigned. Assignee 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 and 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.

27. FORCE MAJEURE: -

27.1. 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 (hereinafter referred to as events) provided notice of happening 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 claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the DoT as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

27.2. 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 un-used, un-damaged and acceptable materials, bought out components

and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the DoT elect to retain.

28. BREACH OF CONTRACT

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

29. The DDG (TERM) H.P. may without prejudice to his right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:

- If the Contractor having been given by the Competent Telecom Authority a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Competent Telecom Authority (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- If the contractor commits breach of any of the terms and conditions of this contract.
- If contractor commits any act mentioned in clause- (23)
- If contractor commits any fraud with the DoT, or any fraudulent motive is detected in his action.
- If contractor demands undue charges not stipulated in this contract.

31. When the Contractor has made himself liable for action under clause- (31), the DDG (TERM) H.P. on behalf of the DoT shall have powers:

To determine or rescind the contract as aforesaid (of which termination or rescission, notice in writing to the Contractor under the hand of the DDG (TERM) H.P. shall be conclusive evidence) upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of DoT.

- To employ labour paid by the DoT and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the DDG (TERM) H.P. shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it has been carried out by the Contractor under the terms of the Contract. The certificate of the Competent Telecom Authority as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under the sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the DoT are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- After giving notice to the Contractor to measure up the work of the Contract and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Competent Telecom Authority shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by DoT under this contract or on any other account whatsoever or from his security deposit as the case may be.

In the event of any one or more of the courses of clause- (30) and/or clause (31) being adopted by DDG (TERM) H.P. the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Competent Telecom Authority has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

31. In any case in which any of the powers conferred upon the DDG (TERM) H.P. by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise hereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.

32. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

32.1. The Competent Telecom Authority may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or

termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.

- 32.2. The Competent Telecom Authority may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.
- 32.3. If at any time after the commencement of the work the Competent Telecom Authority shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Competent Telecom Authority shall give notice in writing of 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 from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

33. PAYMENTS

- 33.1. The Contractor shall submit bills at office of concerned Competent Telecom Authority for the executed work complete in all respects by the JTO/SDE/AD/ADE/ADG/Director incharge of the section. The bills will be submitted in DUPLICATE and in the manner and form that may be prescribed by the Competent Telecom Authority. Account payee cheque for amounts passed in the bill will be issued only after the Contractor gives a stamped receipt for the amount unless the bills are pre- receipted. Payments will be made only by Account payee cheques. The Competent Telecom Authority will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.
- 33.2. Income Tax and such other Taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill.
- 33.3. The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made fully after the Competent Telecom Authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account. Unless there are specific reasons, all accounts are expected to be settled within a period of six months from the date of completion of the work in all respects.
- 33.4. Contractor shall pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work. Such expenditure shall be intimated to Contractor either by Competent Telecom Authority or concerned third parties in writing. If contractor fails to pay to the concerned third parties such amount within fifteen days from the date of notice, the Competent Telecom Authority shall recover such amount from the contractor and will make the payment to concerned third parties at the risk and cost of the contractor.

33.5. The contractor shall not be justified in abandoning the contract because the DoT has delayed making payment(s) in respect of other work being done for the DoT by the Contractor.

33.6. The final bill shall be submitted by the Contractor within one month of the date of completion of work or of the date of the certificate of completion furnished by the Competent Telecom Authority.

34. SECURITY DEPOSIT

34.1. Bid security deposited at the time of submission of the tender, will be converted into performance Security Deposit on the acceptance of the tender.

34.2. The successful tenderer will have to deposit a Performance Security Deposit of 10% of the contract value (rounded off to next higher multiple of 10). Tenderer will have liberty to include BID SECURITY of Rs. 20,945/- already deposited, towards performance security deposit at the time of signing of agreement within 10 working days of the issue of the letter of intent. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Communication Accounts Officer o/o CCA, payable at Shimla, Department of Telecommunications or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of the Company / Firm / Agency but hypothecated to the Communication Accounts Officer o/o CCA, payable at Shimla. The performance security should remain valid for Communication Accounts Officer o/o CCA, payable at Shimla for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier.

34.3. Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by the DoT on the Security Deposit or on amounts payable to the Contractor under the contract.

34.4. Security Deposit/PBG shall be liable for appropriation / adjustment against any liquidated damages for delayed execution. If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the DoT to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor .

34.5. The Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.

34.6. 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/PBG or from any sum which may be due or may become due to the contractor by the DOT on any account whatsoever 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 bills of the contractor.

34.7. If the contractor duly performs and completes the contracts in all respects, the DoT shall refund the Security Deposit/PBG to the Contractor after deducting all costs and other expenses that the DoT may have incurred for making good any loss

due to any action attributable to the contractor which the DOT is entitled to recover from the contractor.

34.8. Security Deposit/PBG will be refundable only after full settlement of final bill for the works contracted/executed under the contract and on submission of NOC from the JTO/SDE/AD/ADE/ADG/Director Concerned.

34.9. Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for three years after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the DoT.

35. DISPUTES AND ARBITRATION

35.1. In the event of any question, dispute or difference arising under this agreement or in connection therewith (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 (TERM) H.P. or in case his designation is changed or its 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 (TERM) H.P. or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the DDG (TERM) H.P. or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the DDG (TERM) H.P. 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 a DOT employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOT employee 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 or vacating his office or being unable to act for any reasons whatsoever such DDG (TERM) H.P. 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. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the office of DDG (TERM) H.P. at Shimla or such other places as the arbitrator may decide.

35.2. **According to Article 119, Limitation Act, 1963, (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the 'date of service of the notice of the filing of the award'. The expression "date of notice" means not only a formal intimation but also an informal one. the notice can be given orally also. When a signed copy of the award is given to the party and his signature taken as a token of such receipt, this shall amount to a notice and the time or filing an application under Article 119 (a), Limitation Act, 1963 would run from that date.**

SECTION-VI

Performa for no near relative (s) of the contractor in O/o DDG (TERM) and/or O/o CCA Department of Telecommunications, H.P.

Certificate to be given by the Contractor in respect of no near Relative (s) in O/o DDG (TERM) and/or O/o CCA Department of Telecommunications H.P.of the contractor.

I S/O Sh.....
.....R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in O/o DDG (TERM) and/or O/o CCA Department of Telecommunications, H.P. as per detail given below. 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.

Signature of the tenderer with seal*

The near relative (s) means:

- a) **Members of a Hindu Undivided family;**
- b) **They are husband and wife.**
- c) **The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)**

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and Bid Security/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 persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal*

SECTION-VII

SCHEDULE OF REQUIREMENTS

Sr. No.	Type	Number	Work
1	Unskilled (Housekeeping)	Three	Regular cleaning, dusting of furniture etc. so as to maintain general cleanliness and hygiene in office and movement of files etc. Making arrangements for tea, coffee, water etc. Photocopy, distribution of office Dak & files of general nature among the officers. Any other job assigned from time to time.
2	Data Entry Operator	Six	Photocopying, computer data entry, making sets of reports and other general office documents. Dispatch and delivery of official letters by messenger, ordinary post and registered post. Distribution of office dak & files of general nature among the officers. Scanning the documents, computer data entry preparing of reports and other general office documents. Typing the official letters and other documents. Handling existing data and editing current information. Proof of reading new entries into a database etc. Keeping the office record updated. Taking backup of Data at regular intervals & storage of Data. Any other job assigned from time to time.
3	Part time Services, sweeping/cleaning (Un-Skilled)	Two	Sweeping/cleaning of office including toilets and bathrooms kitchen window pan glass & webs on walls /ceilings etc. of DDG TERM & Inspection quarter at new Shimla.

(Note: Service shall be from 0900 to 1800 hrs on Monday to Friday, with a lunch break of half an hour except Inspection Quarter). The contractor may be called upon for the services on Saturday, Sunday and/or Gazetted holidays also, if required, without any extra charge, except sl. no. 3, i.e. part time services). No other emoluments shall be entitled to except the actual bus fare for services outside office premises)

SECTION-VIII
FINANCIAL BID (Not to be filled here)

(To be enclosed in separate sealed envelope)

Tender No.: DDG/TERM/HP/551/OU-HK&DEO/2016/VOL-IV/5 dated 22-01-2016.

Financial Bid for outsourcing of office upkeep and housekeeping services- equivalent to three unskilled, two Part time services (Unskilled) and the services of six Data Entry Operator per day to TERM Cell DoT H.P.

Type of Man	Person required	Quoted Rates Per person	Wages not less than minimum wages per day per person as prescribed by the state Govt. of H.P.	ESI @ 4.75%* per person	EPF @ 13.61%* person	Service Tax as Applicable per person.	Administrative Charge i.e profit of tenderer per person
Power	3	In figure					
		In words					
Un-skilled	3	In figure					
		In words					
Data Entry Operator	6	In figure					
		In words					
Part time Services, sweeping/cleaning (Un-Skilled)	2	In figure					
		In words					
Total Cost		In figure					
		In words					

Date.....

Place.....

FINANCIAL BID(Not to be filled here)continued

Note:

1. With reference to the rates quoted in financial bid Page 34 of 41, shall be fixed for the duration of tender and no variation shall be accepted.
2. No overwriting on financial bid is accepted. In case of any ambiguity, the amount given in words will be considered as final for evaluation.
3. The successful bidder shall be decided based on the total cost of the work described above.

Date.....
Place.....

Signature
Name

Seal of the Tenderer

SECTION – IX

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 Deputy Director General (Telecom Enforcement, Resource & Monitoring) Cell, H.P, T.E. Bldg. Boundary Estate Chhota Shimla (H.P.) – 171002, herein after referred to as the DoT, of other part.

Whereas the contractor has offered to enter into contract with the said DoT for providing of office upkeep and housekeeping services- equivalent to three unskilled manpower, two Part time services (Unskilled) and the services of six Data Entry Operator workload per day in the O/o DDG (TERM) H.P. Shimla on the terms and conditions herein contained and the rates approved by the DDG (TERM) H.P.(At the rates Rs. ----- per month inclusive of all taxes, levies, duties and cess etc. for each type of manpower & the services of each Data Entry Operator) have been duly accepted and whereas 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, 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 contract 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 manpower & Data Entry Operator employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his Data Entry Operator at his own expense, all other associated works as described in Bid documents, when the DDG (TERM) H.P. or any other person authorized by the DDG (TERM) H.P 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 (Qualifying and Financial), letter of intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall 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 manpower & Data Entry Operator with means & materials as wee 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 O/o DDG (TERM) and/or O/o CCA Department of Telecommunications H.P.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:

()
Signature on behalf of DoT

()
Signature on behalf of Contractor

Name:

Name:

Designation:

Designation:

Seal:

Seal:

Agreement signed in the presence of

Witness 1:

Witness 1:

Signature:

Signature:

Name:

Name:

Witness 2:

Witness 2:

Signature:

Signature:

Name:

Name:

SECTION X

PERFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of Deputy Director General (TERM) , DoT, H.P.(hereinafter called DDG (TERM) H.P.) having agreed to exempt _____
(hereinafter called the said approved tenderer(s) from the demand of security deposit/Bid Security of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfillment by the said approved tenderer of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as “the bank”) at the request of _____ approved tender’s do hereby undertake to pay to CAO O/o CCA H.P., an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the DDG (TERM) H.P, by reason of any breach by the said tender’s of any terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG (TERM) H.P stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DDG (TERM) H.P., reason of breach by the said approved tender’s of any of the terms & conditions contained in the said agreement or by reason of the approved tenderers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the DDG (TERM) H.P., in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the CAO O/o CCA H.P, any money so demanded notwithstanding any disputes raised by the approved tenderer(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the approved tenderer(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of 15 months from date herein. Notwithstanding the aforesaid, this bank Guarantee shall be for a sum of not exceeding Rs. and for a period of 15 months from the date of issue i.e. We are liable to pay the guaranteed amount or part thereof under this bank guarantee if we are served upon written claim or demand on or beforeand thereafter bank will not be liable for any claim or demand whatsoever.
5. We (name of the bank) _____ further agree with the DDG (TERM) H.P that the DDG (TERM H.P shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said approved

tenderer(s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG (TERM) H.P, against the said approved tenderer(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said approved tenderer(s) or for any forbearance, and or any omission on the part of DDG (TERM) H.P, or any indulgence by the DDG (TERM) H.P, to the said approved tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the approved tenderer(s).
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the DDG (TERM) H.P.

Dated: _____

For _____

(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act

**SECTION-VIII
FINANCIAL BID**

(To be enclosed in separate sealed envelope superscribed as financial Bid)

Tender No.: DDG/TERM/HP/551/OU-HK&DEO/2016/VOL-IV/5 dated 22-01-2016.

Financial Bid for outsourcing of office upkeep and housekeeping services- equivalent to three unskilled, two Part time services (Unskilled) and the services of six Data Entry Operator per day to TERM Cell DoT H.P.

Type of Man Power	Person required	Quoted Rates	Wages not less than minimum wages per day per person by the state Govt. of H.P.	ESI @ 4.75%* per person	EPF @ 13.61%* per person	Service Tax as Applicable per person	Administrative Charge i.e profit of Tenderer per person
Un-skilled	3	In figure					
		In words					
Data Entry Operator	6	In figure					
		In words					
Part time Services, sweeping/cleaning (Un-Skilled)	2	In figure					
		In Words					
Total Cost		In figure					
		In words					

Date.....

Place.....

Seal of the Tenderer

FINANCIAL BID(.....continued)

Note:

1. With reference to the rates quoted in financial bid Page 40 of 41, shall be fixed for the duration of tender and no variation shall be accepted.
2. No overwriting on financial bid is accepted, in case of any ambiguity, the amount given in words will be considered as final for evaluation.
3. The successful bidder shall be decided based on the total cost of the work described above.

Date.....
Place.....

Signature
Name

Seal of the Tenderer