



**GOVT. OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS**

O/o Deputy Director General -
Telecom Enforcement, Resource & Monitoring Cell -
ANDAMAN & NICOBAR ISLANDS -
Wing 'B', I Floor, DTO Building, Near HPO, Port Blair – 744 101 -
Ph: 03192 - 242727, Fax: 03192 – 243636, email: ddgterm-and@nic.in -

E-TENDER DOCUMENT

FOR

**“Outsourcing of Housekeeping and Office upkeep (Unskilled)
&
Data Entry Operator (Skilled-A) services”**

FOR USE IN -

O/o THE DEPUTY DIRECTOR GENERAL -

TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, A&N, PORT BLAIR -

NIT No: TERM/A&N/HK/2016-17/1

Dated: 24-02-2016

Not transferable

Price Rs. 250.00

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PART-I

**GOVERNMENT OF INDIA
DEPARTMENT OF TELECOMMUNICATIONS
O/O DEPUTY DIRECTOR GENERAL (TERM) A&N
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL,
Wing 'B', I Floor, DTO Building, Near HPO, Port Blair – 744 101**

NIT No: TERM/A&N/HK/2016-17/1

Dated: 24-02-2016

SECTION-1A:

NOTICE INVITING TENDER

E-Procurement TENDER NOTICE for Outsourcing of Housekeeping and Office upkeep (unskilled) & Data Entry Operator Services (Skilled-A)

The office of **DDG TERM Cell A&N, PORT BLAIR** on behalf of the President of India invites E-Procurement Tender (Online Tender through website <http://eprocure.gov.in/eprocure/app>) in **Two bid system i.e. Technical bid and Financial bid** from the qualified firms/companies as per the below mentioned schedule:-

SCHEDULE OF TENDER

S.No.	Activity Description	Schedule
1.	Tender No	TERM/A&N/HK/2016-17/1 Dated: 24-02-2016
2.	Sale of Tender Document	24.02.2016 to 21.03.2016, The tender document shall be downloaded from the DOT web site http://www.dot.gov.in or the E Procurement portal http://eprocure.gov.in/eprocure/app by using bidder login credentials.
3.	Time and last date of depositing Tender / Bid	15:00 Hours of 21.03.2016
4.	Time and Date of Opening of Technical Bid	15:30 Hours of 21.03.2016
5.	Minimum Validity of tender offer	180 days from the date of Opening
6.	Services to be offered	Outsourcing of Housekeeping and Office upkeep (unskilled) and DataEntry Operator (Skilled-A) services [Estimated manpower Unskilled: 1; Skilled-A (Data Entry Operators): 3]
7.	Estimated cost of tender	Rs. 542000/-
8.	Amount of EMD to be deposited	Rs. 10000 /-
9.	Duration of contract	One Year from the date of award of contract. However, the same may be further extended for one more year on the same terms& conditions.
10.	Cost of Bid Document	Rs.250/-
11.	Likely date for commencement of contract	May-2016

Aspiring Bidders who have not enrolled/registered in e e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of

cost.

Interested bidders may submit their quotation online on <http://eprocure.gov.in/eprocure/app> as per the tender document in the website <http://eprocure.gov.in/eprocure/app>. Bidders are requested 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.

Demand Draft for an amount of Rs.250/- (Rupees: Two Hundred and Fifty only) (non refundable) from Nationalized/ scheduled bank drawn in favour of **“AO, O/o Joint C.C.A. A&N, payable at PORT BLAIR”**, has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards EMD failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Demand Draft/ Pay order.

The applicant has to deposit Earnest Money (EMD) of Rs. **10000/- (Ten Thousand only)** in the form of a Demand Draft/ Pay order from Scheduled / Nationalized Bank drawn in favor of **AO, O/o Joint C.C.A. A&N, payable at PORT BLAIR** and it has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards EMD failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Demand Draft/ Pay order.

The aforesaid DDs/Pay orders towards cost for Tender document and EMD should be submitted to the tender inviting authority i.e., Director, TERM Cell A&N by post in advance or submitted at the time of opening of bids.

The duly filled in tender documents shall not be accepted if they are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD).

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

Sd/-
Director(TERM)
O/o DDG (TERM), A&N, PORT BLAIR-744101
03192-238868(Ph.)
03192-238890(Fax)
dirterm-and@nic.in

SECTION-1B: INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <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 with the portal 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, if any, 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 and agreed all the terms and conditions before submitting their offer. Bidder should go through the tender Annexure 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 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.

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 entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be 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) Filling all the fields in both technical and financial bids is mandatory. Incomplete bid will summarily be rejected at the discretion of the Department.

xxxi) 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**.

SECTION-II

BID FORM

NIT No: TERM/A&N/HK/2016-17/1

Dated: 24-02-2016

To,

DIRECTOR
O/O DDG (TERM), A&N
PORT BLAIR-744101

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake the work of providing **Housekeeping and Office upkeep (unskilled) & Data Entry Operator Services (Skilled)** in the office of DDG TERM-A&N, PORT BLAIR in conformity with the schedule of works, conditions of contract attached herewith and made part of this Bid.

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

3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum Rs 40000/- (Fourty Thousand only) for the due performance of the contract.

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

5. 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.

6. We understand that you are not bound to accept the lowest or any bid, you may receive.

7. We have enclosed herewith a DD for a sum of Rs. _____ towards EMD(Bid security).

**EMD particulars
(Bid Security)**

D.D.No. dated

Name of the Bank:

Branch:

Dated thisday of.....(the year)

Signature of Authorized Signatory.....

In capacity of.....

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

Witness.....

Signature.....

Address.....

SECTION-III

Bidders Profile & Declarations

Photograph of the tenderer/authorized signatory holding power of attorney

1.	Name of Tendering Company/ Firm / Agency (Attach certificate of registration) Type of Firm i.e. Proprietorship /Partnership or company registered under company Act 1956	
2	Type of firm i.e. Proprietorship / partnership or company registered under company act 1956 (Attach Self Attested copy)	
3	Name of proprietor / Director of Company/Firm/agency	
4	Full Address of Reg. Office with Telephone No., FAX No. & E-Mail	
5	Full address of Operating/Branch Office with Telephone No., FAX No. & E-Mail	
6	PAN / GIR/TAN No (Attach Self Attested copy)	
7	Service Tax Registration No. (Attach Self Attested copy)	
8	E.P.F. Registration No. (Attach Self Attested copy)	

10. Self-Attested copy of experience certificate / certificates issued by the competent authority for the satisfactory work carried out in outsourcing Office up keeping & Housekeeping or job of similar nature to Central/State Government/ Public Sector/ Banks for one year or more during the last three years. The summary of that can be tabulated in the given format in chronological order

SN	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs. lakhs)	Experience certificate for the period	
			From	To
1				
2				

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

11. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Date: -

Name: -

Place: -

Seal: -

DECLARATION

(PERFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN DEPARTMENT OF TELECOMMUNICATIONS, A&N)

I S/O Sh..... -

..... R/o..... -

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in Department of Telecommunications, A&N 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 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 persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal

DECLARATION

(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)

"I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website" <http://www.dot.gov.in> & <http://www.eprucure.gov.in> and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs.....towards the cost of tender document along with the EMD.

Place: Signature of tenderer/Authorized Signatory

Date: Name of the Tenderer

Seal of the Tenderer

DECLARATION

(FOR EPF & Misc provisions Act 1952)

I(name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize DOT to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF,ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Place: Signature of tenderer/Authorized Signatory

Date: Name of the Tenderer

Seal of the Tenderer

DECLARATION

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING

FROM TAKING PART IN GOVT.TENDER BY DOT/GOVT. DEPT

I / We Proprietor/ Partner(s)/ Director(s) of M/S.....
hereby declare that the firm/company namely M/S.....
has not been blacklisted or debarred in the past by DOT or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S.....
hereby declare that the firm/company namely M/S.....
was blacklisted or debarred by DOT, or any other Government Department from taking part in -
Government tenders for a period of -----years w.e.f.----- . The period is over on -----
and now the firm/company is entitled to take part in Government tenders. -

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o DDG (TERM) A&N, and EMD/SD shall be forfeited. -

In addition to the above O/o DDG (TERM) A&N, will not be responsible to pay the bills for any completed / - partially completed work. -

Signature -----

Name -----

Capacity in which as signed: -----

Name & address of the firm: -----

Seal of the firm should be Affixed.
--

Date:

Signature of Bidder with seal.

DECLARATION

LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE

To,
DDG (TERM), A&N
PORT BLAIR

Sub: Authorization for attending the office on _____ (date) in the

Tender of _____

Following person is authorized to attend the office for the tender mentioned above on behalf of
_____ (Bidder).

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorization as prescribed above is not received.)

SECTION-IV: INSTRUCTIONS TO BIDDERS

1. GENERAL:

- 1.1 - The Tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his financial bid. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document. The tenderers who are confident of executing the contract in time by employing the required resources, manpower and materials need only participate in this tender.
- 1.2 - 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 organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at PORT BLAIR only.
- 1.3 - The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
- 1.4 - Conditional bid shall not be considered and will be rejected out right
- 1.5 - If any firm quotes "Nil" charges / consideration, the bid shall be treated as unresponsive and will not be considered. Service charges should be adequate to meet statutory deductions towards TDS and such other levies laid by Government. In case of the quoted service charge is less than such statutory deductions, then the bid will be summarily rejected.
- 1.6 - 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.
- 1.7 - Any tenderer participating in this tender should make sure that he/she will be able to carry out the work in the contract.
- 1.8 - 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 rate quoted should take all factors into consideration.
- 1.9 - The tenderer acknowledges that he/she 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.
- 1.10 - The tenderers who are confident of executing the contract in time by employing the required resources, manpower and materials should only participate in this tender offer.
- 1.11 - The tender schedule shall be read in conjunction with Specifications, General Instructions, Special Terms and Conditions, 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.**
- 1.12 - **The quantities indicated in tender may increase or decrease in each category depending on the future office requirement.**
- 1.13 - 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 partnership firm, Self-Attested true copy of the **partnership deed must be submitted** along with the tender. Similarly in case of company the Self Attested copy of

Memorandum of Article & Association.

- 1.12 Interest shall NOT be payable on the Earnest Money deposit.
- 1.13 - The Earnest Money of the successful tenderer will be adjusted towards 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 tenders.
- 1.14 - Corrections, if any, in the technical bid of application must be counter signed by the person authorized to sign the tender bids.

2. DEFINITIONS:

2.1. -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.

2.2. -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) A&N.

2.3. -All references of: -

DoT / Member Telecom Commission / Advisor Telecom Commission / Sr. DDG / DDG / Deputy Director General (TERM) / Director / Assistant Director General / Assistant Divisional Engineer / 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.

3. ELIGIBLE BIDDERS:

- a. - Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and attested copy of **registration** may be attached.
- b. - Bidder must have **Service tax registration certificate** issued by competent authority.
- c. - Bidder must have **EPF and ESI* registration** with competent authority.
- d. - Bidder must have **PAN/TAN/GIR card**.
- e. - Bidder should have at least one year experience and work executed amounting to at least Rs three lakhs in one year during last three years in Central Govt./State Govt./PSU/Nationalized BANKS in similar work of office upkeep, Housekeeping & Data Entry Operator services.
- f. - Bidder should have previous year income tax return certificate.
- g. - "No near relative" of the bidder firm/company be working/employed in Department of Telecommunication, A&N.

***ESI is presently not applicable in Andaman and Nicobar.**

4. COST OF BIDDING

Bidders shall bear all costs associated with the 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.

5. THE BID DOCUMENTS

The Bid Documents include:

- Notice Inviting Tender
- Bid Form
- Tenderers Profile & certificates -
- Instructions to Bidder
- General Conditions of Contract
- Specifications & Schedule of Works
- Agreement Format
- Performance Security Bond Form
- Check list for Bidders
- Financial Bid Form

Bidders are expected to examine all instructions, forms, terms and conditions in the Bid documents. Failure to furnish all information 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 may result in rejection of the bid.

6. CLARIFICATION OF BID DOCUMENTS

- a. - Bidders requiring any clarification on the Bid Documents shall notify DIRECTOR, by e-mail dirterm-and@nic.in or in writing or by FAX at the Officers mailing address indicated in the invitation of Bid. The DIRECTOR , TERM Cell, A&N shall respond by email/in writing to any request for the clarification of the Bid Documents which he receives not later than 2 days prior to the date of opening the Tenders. Copies of the clarification sought for by the bidders and Clarifications by the DOT shall be sent to all the prospective bidders who have received the bid documents.

- b. - The clarifications made as above shall form part of the Bid document and will be treated as amendment to the Bid document. These clarifications will also be made available in the website and bidders who have down loaded Bid document from internet are to submit the bid document accordingly after taking into account all the clarifications issued.

7. AMENDMENT OF BID DOCUMENTS

- a. - At any time prior to the date of **opening of bids**, DOT may, for any reason, whether on its own initiative or in response to any clarification received from a bidder, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on them.
- b. - In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the DOT may, at its discretion, shall extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web site as and when it is made.
- c. - Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.

8. DOCUMENTS COMPRISING THE BID

The Bid prepared by the bidder shall comprise the following components:-

- d. - Documentary evidences in accordance with Clause 3 and 11 that the bidder is eligible and is qualified to perform the contract if his bid is accepted.
- e. - Bid Security furnished in accordance with Clause 12.
- f. - Bid Form, Tenderers Profile with Certificates and Financial Bid completed in accordance with Section II, III, XI.

9. BID FORM

The Bidder shall complete the Bid form (Section II), Tenderers Profile with Certificates (Section III) and prices as per Financial Bid Form (Part – II, Section XI), furnished in the Bid documents.

10. BID PRICES

Separate rates are to be quoted based on the Schedule of work for each type of manpower – unskilled and data Entry Operator (Skilled-A).

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

The following documents must be submitted along with tender document, any tenderer submitting bid without documents specified below, is liable to be summarily rejected.

- i. - Tenderer's profile duly filled as per **section III**.
- ii. - Bidder must be a firm/ company that should be registered with appropriate authorities and Self Attested copy of **registration** may be attached.
- iii. - The registered office or one of the Branch office of the manpower company/firm should be located in A & N Islands.
- iv. - Bidder must have **Service tax registration number** issued by competent authority. Bidder must have **PAN/TAN/GIR card**.
- v. - Bidder should have **EPF registration** with competent authority.
- vi. - Self-Attested Copy of **experience certificate** of at least **one year** (in part or full) Experience and work executed amounting to at least Rs three lakhs in one year during last three years in central Govt. /State Govt./PSU/ Nationalized Banks in similar work of office upkeep, Housekeeping & Data Entry Operator as described in Section V.

- vii. -Bidder should have previous year **income tax return certificate**.
- viii. Declaration -of “No near relative” of the bidder firm/company is working/employed in Department of Telecommunication, A&N to be submitted.
- ix. - Declaration of “BLACKLISTING & NON- BLACKLISTING “of bidder firm/company to be submitted.
- x. - Self Attested copy of **Partnership Deed** or affidavit in original regarding sole proprietorship in case of proprietorship firm/ **Memorandum of Association / Articles** as applicable.
- xi. - All the tender document pages should be stamped and signed.
- xii. -Authorization letter from appropriate authority of the firm/company in case person other than the tenderer has signed the tender documents.
- xiii. The successful bidder has to produce all the relevant original documents as and when directed before the time of awarding the work.
- xiv. The successful bidder has to obtain and submit the labour office registration certificate within the period specified by this office.

12. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- a. - **Earnest Money Rs. 10000/- (Ten Thousand Only)** shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of the CAO, O/o CCA A&N payable at PORT BLAIR as mentioned in the notice inviting tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
- b. - Interest shall NOT be payable on the Bid Security / Earnest Money deposit.
- c. - The successful bidder’s Bid Security/ EMD shall be converted as part of Performance Security (Security Deposit) (or) in case **Performance Bank Guarantee** is furnished for the full amount towards Performance Security **Rs 40000/- (Fourty Thousand)** the Bid Security will be discharged upon the bidder’s acceptance of the contract. Bid Security / Earnest Money 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 tenders.
- d. - The Bid Security is required to protect the DOT against the risk of bidder’s conduct, which would warrant forfeiture of Bid Security pursuant to Clause 12.f
- e. - A Bid (Tender) not accompanied by the Bid Security shall be rejected by the DOT as being non responsive at the bid opening stage itself.
- f. - Bid Security (EMD) will be forfeited and the bidder will be black listed or debarred at the discretion of DDG TERM, A & N TERM cell
 - (i) - If the bidder withdraws his bid after the bids have been opened.
 - (ii) - If the bidder fails to execute the Agreement or fails to remit the required security deposit (Performance Bank Guarantee) within fifteen working days of being called upon to do so.
 - (iii) - Further, if the contractor fails to deploy manpower against the initial requirement within fifteen days from the date of placing work order, the EMD as well as the PSD shall stand forfeited without further notice.

13. PERIOD OF VALIDITY OF BID

The tender submitted by tenderer will remain valid for acceptance for a period of 180 (One eighty) days from the date of opening of the tender. Tenderer shall not be entitled during this period of one eighty days, without the consent in writing of DoT to revoke or cancel his tender or to vary the tender submitted or in terms 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.

14. SUBMISSION OF BIDS

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

Method of preparation of bid:

a) FINANCIAL BID : Rate of contractor service charges for outsourcing of “Housekeeping and Office upkeep (unskilled) & Data Entry Operator Services (Skilled)” in TERM Cell A&N should be quoted clearly in the financial bid (Part-II, Section XI). The contractor shall be responsible for providing all statutory benefit to the manpower employed by him like EPF, ESI etc, as applicable.

b) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. Uploading of missing document/correcting the mistake in the document, etc.. and changing the quotation in the financial bid is normally allowed only before opening of bid.

c) Tender with any unfilled values or incomplete in any manner will be summarily rejected.

d) A declaration in the proforma given in Section III, has to be submitted along with the Bid document.

e) No person is permitted to bid for tender whose relative(s) is (are) working in Department of Telecommunications, A&N. The tenderer thus should give certificate along with tender document that none of his/her relative is working in Department of Telecommunications, in A&N. Near relative for this purpose is defined in **Section III**.

15. LATE BIDS:

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

16. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is done prior to the deadline prescribed for submission of bid.

17. BID OPENING

Bid opening and finalization will be according to e-procurement procedures. - Bidder's name, bid price, modifications, withdrawals and such other detail, as deemed fit by the authorized authority will be notified.

The financial bid will be evaluated only for technically qualified bidders.

18. BID EVALUATION

Prior to the detailed evaluation of Technical and Financial bids DOT will determine the substantial responsiveness of each bid to the Bid document. Substantially responsive bid is one which confirms

to all the terms and conditions of bid document without material deviation. The DOT's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as substantially non-responsive will be rejected by DOT and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity. However the DOT may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any bidder.

The financial bids of those bidders whose technical bid has been satisfactorily evaluated and found substantially responsive, will be opened subsequently after due notice.

The Tender will be awarded to the L1 bidder after due evaluation by the evaluation committee

19. REJECTION OF TENDERS

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

- a) If the requisite Earnest Money Deposit / Bid Security in the manner does not support the tender provided there in.
- b) If the Bid Validity is less than the period prescribed (180 Days).
- c) 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).
- d) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- e) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged - in the contract.
- f) If tender consists of unwarranted comments, conditions, deviations in specification or any other - omissions or commissions compared to documents.
- g) If prices are not filled properly in the Financial Bid.
- h) Without assigning any reason thereof.

20. CONTACTING THE DOT

Subject to Clause 6, no bidder shall try to influence DOT authorities on any matter relating to his bid from the time of bid opening till the time of award of contract. Any effort by any bidder to modify his bid or influence the bid process shall result in rejection of his bid without any notice. The decision of DOT will be final in this regard.

21. PLACEMENT OF ORDER

DOT shall consider placement of work orders on those bidder whose technical and financial bid has been successfully considered and decided as L1.

22. DOT'S RIGHT TO ACCEPT OR REJECT ANY BID

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.

DOT reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. DDG(TERM) A&N does not bind himself to accept the lowest tender and reserve the right

(i) To reject any or all tenders

(ii) To accept any portion of the tender offered without assigning any reason

and he can also reduce or extend the period of contract without assigning any reason.

23. LETTER OF INTENT (LOI)

The DOT will issue an LOI which constitute the intention of the DOT to enter into contract with the bidder.

The bidder shall within 7 days of issue of the LOI, give his acceptance along with Performance Bank Guarantee in conformity with Clause 50 of Section V and also submit the Agreement form as per Section VIII duly completed in all aspects.

24. SIGNING OF CONTRACT AGREEMENT

The successful Tenderer shall be required to execute an Agreement **within 7 (Seven) 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 format at Section VIII to the effect that the tenderer and DoT are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.

Submission of the Tender document duly signed on all pages shall bind the bidder to all the terms and conditions of this Tender document and as well as the Agreement to be signed by him. A copy of the complete set of this Tender document shall also become enclosure to the agreement as an annexure.

The DoT reserves the right to cancel the agreement executed without any compensation what so ever 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.

After the selection of a bidder by the competent authority, the successful bidder will be formally notified of the award by order prior to expiration of validity period. The letter called "Award of Contract" (AOC) will state the contract price that the TIA will have to pay to the bidder towards the execution/completion of the tender, subject to furnishing a performance security within the stipulated date.

25. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause 23, 24 shall constitute sufficient ground for the annulment of the contract and the forfeiture of the Bid Security in which event the DOT may award the contract to any other bidder at its discretion or call for new Tender.

26. DURATION OF CONTRACT

One Year from the date of award of contract. However, the same may be further extended for one more year on same terms & conditions based on the requirements of this office. Decision of DDG, TERM Cell, A&N is final in this regard.

SECTION-V: GENERAL TERMS & CONDITIONS OF CONTRACT

1. - 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.

2. - VALIDITY PERIOD OF RATE

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

3. - 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.

4. - 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.

However during the period of contract, as and when the minimum wages for A&N state/ PORT BLAIR are revised by the labour commissioner, then the rates payable for each category of manpower shall be revised to the new minimum wages.

5. - 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-ordination of activities and the Contractor shall keep 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 from time to time as directed or required.

6. - QUALITY OF WORK

The DDG (TERM) A&N 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 which in his opinion do not produce work or performance meeting the requirement of the Contract Documents.

7. - **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.

8. - **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 compensation insurance** as required by law and undertake 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.

9. - **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 man power(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.

10. - 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.

11. - **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 the DDG (TERM) A&N shall have the power to terminate the contract without previous notice.

12. - Contractor's heirs/representatives shall, without the consent in writing of the DDG (TERM) A&N, have the 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) A&N, in writing.

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

14. - **SUB-CONTRACTS**

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

15. - DDG (TERM) A&N 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 here of and for the due fulfillment of the contracted works.

16. - 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.

17. - 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) A&N shall have power to adopt any of the courses specified in clause- (46); clause- (47) 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- (46); clause- (47) shall ensue.

18. - **INFERIOR QUALITY OF WORK: -**

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

19. - The manpower deployed shall be required to report for work at 09.00 00 hrs. to JTO (TERM), A&N and would leave at 1800 hrs. In case, manpower deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.
- If the work is not performed by any or all the manpower on any day in a month deduction shall be made proportionately (per day basis) from the bills of the contractor and a penalty @ Rs 100 /- per working day for each office upkeep, housekeeping and Data Entry Operator manpower shall be imposed.
- 20 - If the quality of the work is continuously poor and or contractor fails to abide to any of the term and conditions of the contract, the contract is likely to be terminated and blacklisted or debarred.
20. - The accountability and responsibility for maintaining & secrecy of the data will be with the contractor.
21. - If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
22. - The DDG (TERM) A&N 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.
23. - Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.
24. - The DDG (TERM) A&N will not be liable to pay any interest on the Earnest Money or Security Deposit Money. If the successful tenderer 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) A&N reserve the right's to forfeit Earnest Money /Security Deposit.
26. - Rate for outsourcing of "Housekeeping and Office upkeep (unskilled) & Data Entry Operator Services (Skilled)" in TERM Cell A&N should be quoted clearly in the financial bid (Part-II, Section XI).
27. - The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable.
28. - The manpower engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on the DoT. The contractor will intimate to the local police station regarding identity and permanent address of the man power employed. A copy of the acknowledgement received from local police station should be submitted to this office.
29. - Services shall be from **0900 to 1800 hrs on Monday to Friday, with a lunch break of 30minutes or Monday to Saturday with rescheduled duty hours.**The contractor may be called upon for the **services on Saturday and/or Sunday (with compensatory week off day) or closed holidays** also, if required.
30. - 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.**

31. - 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.
32. - For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower Operator so employed and deployed at this office. **The manpower deployed by the contractor at 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), A&N, Department of Telecommunications.**
33. - The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to man power 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 deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
34. - The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.
35. - 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- (17) hereof and the same action may be taken, and the same consequence shall ensue as provided in the said clause-(17)
- 36. 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 contact arising out of the resultant non-execution of work.
37. - **CONTRACTOR LABOUR RGULATIONS: Working hours**
- 37.1. 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.
- 37.2. 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.
- 37.3. 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 the case of 5 days

week).

37.4. 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 normal rate.

38. PAYMENT OF WAGES

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

38.2. No wage period shall exceed one month.

38.3. The wages of every man power 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.

38.4. Delay in claiming the bills with all the necessary enclosures/documentary proofs or delay in settlement of bills by this office shall not taken for delaying the wages to the employees deployed.

38.5. Where the employment of any manpower 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.

38.6. All payment of wages shall be credited in to the respective bank accounts of employees deployed at this office.

38.7. - 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.

38.8. - Contractor shall make all the statutory contributions like EPF, ESI etc.. and shall deposit in the accounts of the staff deployed to this office, by following the relevant guidelines/acts.

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

38.4. The contractor shall liable to make disbursement of payment among the manpower as per the approved final rates of this contract and has to submit the documentary proof of said disbursement of previous month along with the bill of next month.

39. LABOUR RECORDS

39.1. 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.**

39.2. 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.

39.3. 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.

39.4. The manpower deployed by the contractor for providing the services to do specific work will have no claim whatsoever for absorption in DoT later on.

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

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

40. - **Inspection of Books and Slips.**

The contractor shall allow inspection of all the prescribed labour records to any of his manpower 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 for Submission of Returns. The contractor shall submit periodical return as may be specified from time to time.

41. - **INSURANCE:**

Without limiting any of the other obligations or liabilities the contractor shall at his own expense takes and keep comprehensive insurance for manpower 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 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 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.

42. - **COMPLIANCE WITH LAWS AND REGULATION**

42.1. 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.

42.2. The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.

43. - **FORCE MAJEURE: -**

43.1. 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.

43.2. 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.

44. **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.

45. - The DDG (TERM) A&N 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 workmen 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- (39)
- 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.

46. - When the Contractor has made himself liable for action under clause- (47), the DDG (TERM) A&N 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) A&N 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) A&N 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

there of 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- (46) and/or clause (47) being adopted by DDG (TERM) A&N 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.

47. - In any case in which any of the powers conferred upon the DDG (TERM) A&N by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise here of shall not constitute a waiver of any of the conditions here of 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.

48. - **CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF**

48.1. 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.

48.2. 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.

48.3. 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.

49. - **PAYMENTS**

49.1. The complete bill: The bills submitted by contractor is treated as complete only if :

- It is in DUPLICATE and
- A stamped receipt for the amount is enclosed unless the bills are pre- receipted and
- Attendance sheet of the employees deployed in this office is enclosed and
- Details of payment of wages of the employees deployed at this office is enclosed
- Documentary proof of payment of all salutatory contributions like EPF, ESI etc.. as applicable for the last month are enclosed and
- Documentary proofs of statutory contributions/payments like EPF, ESI etc..as applicable. In case of EPF payment, one of the below shall be provided along with corresponding EPF challan.

a) EPFO TRRN Query status with successful payment confirmation,
generated from official website of EPFO www.epfindia.gov.in.

“Or”

- b) EPF account statements/any authenticated document received from EPFO showing entries for the amount credited.

Any bill received without any of the above enclosures will be treated as **incomplete** and will not be processed for payment and the bill may be held up till such proof is furnished at the discretion of the office.

- 49.2. -The complete bill shall be submitted by the contractor within the first week of subsequent month for the work completed in previous month. 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.
- 49.3. The payment will be made after completion of calendar month by calculating the actual number of days man power has been deployed multiplied by the daily rate figure arrived in the bid
- 49.4. **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.
- 49.5. 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.
- 49.6. 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.
- 49.7. 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.**
- 49.8. The final bill shall be submitted by the Contractor within one of the date of completion of work or of the date of the certificate of completion furnished by the Competent Telecom Authority.

50. **SECURITY DEPOSIT**

- 50.1. **Earnest Money** deposited at the time of submission of the tender, will be converted into Security Deposit on the acceptance of the tender.
- 50.2. The successful tenderer will have to deposit a **Performance Security Deposit of Rs. 40000/- (Forty Thousand only)** at the time of signing of agreement within 15 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 PORT BLAIR, 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 PORT BLAIR. The performance security should remain valid for Communication Accounts Officer o/o CCA, payable at PORT BLAIR for a period of 180 days beyond the date of completion of all the contractual obligations of the supplier.
- 50.3. 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.

- 50.4. **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 .
- 50.5. 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.
- 50.6. 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, they said balance in full shall be collected from the bills of the contractor.
- 50.7. 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.
- 50.8. Security Deposit/PBG will be refundable only after full payment of employee wages including EPF, ESI etc.. and full settlement of final bill for the works contracted/executed under the contract.**
- 50.9. Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for One 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.

51. **DISPUTES AND ARBITRATION**

- 51.1. 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) A&N 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) A&N or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the DDG (TERM) A&N or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the DDG (TERM) A&N 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) A&N 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) A&N at PORT BLAIR or such other places as the arbitrator may decide.
- 51.2. 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 for filing an application under Article 119 (a), Limitation Act, 1963 would run from that date.

SECTION-VI: JOB SPECIFICATIONS & JOB DESCRIPTION

JOB SPECIFICATION:-

The manpower to be engaged should be between 18-45 yrs and sound in health.

A. Outsourcing of Housekeeping & Office upkeep:

1. **The unskilled manpower** should be able to read & write Hindi and also be able to read addresses & names in English. The qualification of the unskilled manpower should be minimum VIII th Pass.

B. Data Entry Operator (Skilled-A) services:

1. **The Data Entry Operator should be having Knowledge** of working in MS office and data base software and the minimum qualification should be XII th standard pass.

JOB DESCRIPTION:-

S. N.	Type	Work
1	Unskilled Manpower	<ul style="list-style-type: none">➤ Regular sweeping, cleaning and mopping of office premises and dusting of all the files / furniture, office equipment etc.➤ Storage of fresh drinking water and serving to staff and visitors, preparing and serving tea/coffee and snacks etc.➤ Distribution of office dak & files of general nature among the officers in TERM A&N. Office.➤ Photocopying, faxing, sending letters by post➤ Receiving all office letters, making entry and distributing.➤ Handling of documents including sorting, storing properly in the racks / storage space.➤ Assisting for local purchase of petty items.➤ Any other work assigned from time to time
2	Data Entry Operator(Skilled-A)	<ul style="list-style-type: none">➤ 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 reading new entries into a database etc.➤ Keeping the office records updated.➤ Taking backup of data at regular intervals & storage of data➤ Other functions of Data Entry Operators assigned by the office.➤ working in MS office software for preparing various reports / letters.➤ Any other work assigned from time to time

SECTION-VII: SCHEDULE OF REQUIREMENTS

SN	Type	Equivalent to	Tentative numbers required
2	House Keeping services	Unskilled	1
3	Data Entry Operator	Skilled-A	3

(Note: Service shall be from 0900 to 1800 hrs on Monday to Friday, with a 30 minutes lunch break. 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.)

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 Deputy Director General (Telecom Enforcement, Resource & Monitoring) Cell, A&N, fourth floor, BSNL Telephone Exchange Building, Rail Head Complex, PORT BLAIR,A&N-744101, 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 one unskilled, three skilled (Data Entry Operator) manpower workload per day in the O/o DDG (TERM) A&N ,PORT BLAIR on the terms and conditions herein contained and the rates approved by the DDG (TERM) A&N (At the rates Rs. ----- per month inclusive of all taxes, levies, duties and cess etc. for each type of manpower 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.

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 employed at his own expenses and by means of tools, implements and equipment etc. at his own expense, all other associated works as described in Bid documents, when the DDG (TERM) A&N or any other person authorized by the DDG (TERM) A&N 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 hereby declares that nobody connected with or in the employment of the O/o DDG (TERM) A&N and/or O/o CCA Department of Telecommunications A&N is not/shall not ever be admitted as partner in the contract.
4. - 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- IX

PERFORMA OF PERFORMANCE SECURITY BOND

1. - In consideration of Deputy Director General (TERM) , DoT, A&N(hereinafter called DDG (TERM) A&N) having agreed to exempt _____ (hereinafter called the said approved tenderer(s) from the demand of security deposit/earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfilment 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 tenderer's do hereby undertake to pay to CAO O/o CCA A&N, 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) A&N, by reason of any breach by the said tenderer'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) A&N 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) A&N, reason of breach by the said approved tenderer'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) A&N, 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 A&N, 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) A&N that the DDG (TERM) A&N 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) A&N, 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) A&N, or

any indulgence by the DDG (TERM) A&N, 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) A&N

Dated: _____

For _____

(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamp of Rs. 100/-

SECTION-X: CHECK LIST FOR BIDDERS

SN	Documents				Enclosure status
1	Cost of Tender documents.	DD No.	Amt.	Date	
2	EMD	DD No.	Amt.	Date	
3	Whether all the Pages are stamped and signed & properly tagged with all documents? (Not to be uploaded; to be submitted by post in advance or brought on the date of opening of bid.)				
4	Whether Bid Form is filled up? (Section-II)				
5	Whether Bidder's Profile is filled up? (Section-III)				
6	Self attested copy of firm/company registration certificate and associated documents.				
7	Self Attested copy of latest Income Tax return.				
8	Self Attested copy of PAN card.				
9	Self Attested copy of Service Tax certificate.				
10	Self Attested copy of EPF certificate.				
11	Self Attested copy of Experience certificate (Minimum one year of similar nature of work carried out during the last three years).				
12	Declaration regarding no near relative working in DOT				
13	Declaration about Blacklisted/Non-Blacklisted company				

* When ESI is mandated by Labour Department in A&N, the contractor shall register, contribute as applicable and all the documentary proofs in this regard shall be submitted to this office.

GOVERNMENT OF INDIA
DEPARTMENT OF TELECOMMUNICATIONS
O/O DEPUTY DIRECTOR GENERAL(TERM) A&N
TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL,
Wing 'B', I Floor, DTO Building, Near HPO, Port Blair – 744 101

PART-II

FINANCIAL BID DOCUMENT

FOR

“Outsourcing of Housekeeping and Office upkeep (unskilled) & Data Entry Operator Services (Skilled-A)”

FOR USE IN -

O/o THE DEPUTY DIRECTOR GENERAL -

TELECOM ENFORCEMENT, RESOURCES & MONITORING CELL, A&N (PORT BLAIR) -

NIT No: TERM/A&N/HK/2016-17/1

Dated: 24-02-2016

Notes:-

1. - Filling service charge as percentage of minimum wages in figures for unskilled and skilled categories is mandatory.
2. - The rates quoted by the tendering agency should be inclusive of all statutory and taxation liabilities in force at the time of entering into the contract.
3. **If any firm quotes “Nil” charges / consideration, the bid shall be treated as unresponsive and will not be considered. Service charges quoted should be adequate to meet statutory deductions towards TDS and such other levies laid by Government from time to time.**
4. **Conditional bid shall not be considered and will be rejected out right**
5. L-1 Bidder will be decided based on the total service charges payable for one unskilled and three skilled manpower.
6. - No quotation (leaving blank) for any item is **NOT** permitted in the financial bid form; in such cases the bid will be treated as non responsive and will be summarily rejected.
7. - Percentage service charges quoted in the bid will remain applicable for complete contract period and the extension there of if any irrespective of revision of Minimum Wages by Government.
8. - As & when Minimum wages is enhanced by the Government, the enhanced revised wages is to be paid by the Contractor to the Manpower as per Minimum Wages Act of Labour Department.
9. The payment shall be made on conclusion of the calendar month only on the basis of duties performance by each man power during the month.

FINANCIAL BID

NIT No: TERM/A&N/HK/2016-17/1

Dated: 24-02-2016

For providing services of “Housekeeping and Office upkeep (unskilled) & Data Entry Operator Services (Skilled-A)” manpower at O/o DDG (TERM), PORT BLAIR

1. - Name of tendering Company/ Firm:

2. - Service Charges: - The Tenderer shall be required to download BOQ_HK_AN.xls sheet from cover-2 of this tender from CPP portal and quote only service charges in figures and the same is to be uploaded.

Below is the format of the financial bid (BOQ_HK_AN.xls sheet)

Sl. No.	Category	Quantity	Minimum wages per day, Including VDA (in Rs)	EPF contribution by Employer @ 13.61% (in Rs)	Total wage per manpower per day (in Rs)	Percentage of Service Charges in Figures (excluding service tax) To be entered by the Bidder (as a % of column10)	Percentage of Service Charges in words (excluding service tax) To be entered by the Bidder	Amount of service Charge per manpower per day (in Rs)	Total amount in Rs. Including EPF and service charge(in Rs). Column4*(column10+column53) (excluding service tax)
1	2	4	6	7	10	13	14	53	54
1	Man Power								
1.01	Unskilled	1	282.00 (prefilled and not to be edited)	38.38 (prefilled and not to be edited)	320.38 (prefilled and not to be edited)	To be filled	Auto filled (not to be edited)	Auto filled (not to be edited)	Auto filled (not to be edited)
1.02	Data entry operator (Skilled -A)	3	328.00 (prefilled and not to be edited)	44.64 (prefilled and not to be edited)	372.64 (prefilled and not to be edited)	To be filled	Auto filled (not to be edited)	Auto filled (not to be edited)	Auto filled (not to be edited)
Total in Figures								Auto filled (not to be edited)	Auto filled (not to be edited)
Quoted Rate in Words		Auto filled (not to be edited)							

Service tax paid by the contractor will be reimbursed if the proof of payment is provided.

Signature of the
Tender with seal