

**Government of India
Ministry of Communications
Department of Telecommunications
G-I Section,**

Sanchar Bhawan, 20 Ashoka Road, New Delhi-01

TENDER No. 52-3/2016-G-I

BID DOCUMENT

**E-Tender for Hiring of Manpower for Housekeeping Services in DoT (HQ)
Sanchar Bhawan/Minto Road Office**

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

Not transferable

PRICE OF BID DOCUMENT- Rs. 500/-

(No. of pages- 47)

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SECTION-I

**GOVERNMENT OF INDIA
MINIS TRY OF COMMUNICATIONS
DEPARTMENT OF TELECOMMUNICATIONS
(G-I SECTION)
SANCHAR BHAWAN, 20 - ASHOKA ROAD, NEW DELHI-110001,**

Dated: 10.02.2017

E-TENDER NO. 52-3/2016-G-I

NOTICE INVITING TENDER (NIT) FOR HOUSEKEEPING SERVICES

e - TENDER NOTICE

1. E- tenders on behalf of the President of India, are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies /Firms /Agencies for providing housekeeping services in the Ministry of Communications, Department of Telecommunications (DOT), Sanchar Bhawan, 20 Ashoka Road, New Delhi- 01 and DoT's office at MTNL Building, 6th Floor, Old Minto Road, New Delhi. The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of one year but not more than six months at a time, on review of performance, depending upon the requirements and administrative convenience of the Department of Tele-communications.

2. Interested companies / firms / agencies may download tender documents from DOT website www.dot.gov.in or <http://eprocure.gov.in> w.e.f. **13.02.2017 (10.00 AM) to 07.03.2017** (upto15.00 hours). A crossed Demand Draft/ Bankers ' cheque of Rs . 500/- from any Scheduled Bank, payable at New Delhi should be enclosed in favor of "**Pay & Accounts Officer (HQ), DoT, New Delhi-110001**" as Tender fee amount.

3. Interested companies /firms /agencies may submit the tenders online at <https://eprocure.gov.in/eprocure/app> under two-bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted only online through the e-procurement portal <https://eprocure.gov.in/eprocure/app>. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded alongwith the Tender Documents. Tender sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

4. **Schedule of e-tender is as under :-**

a. Date and time of issue /publishing of Bid Document : 13.02.2017 (10.00 hrs.) to 07.03.2017 (15.00 hrs)

b. Last date and time for receipt of tenders : 07.03.2017 (15.00 hrs)

- c. **Physical Submission of EMD : up to 07.03.2017 (15.00hrs.)**
- d. **Date and Time for opening of Technical Bids : 08.03.2017 (15.30 hrs.)**
- e. **Date and Time for opening of Financial Bids : Shall be decided later and intimated to technically qualified bidders.**
- f. **Estimated Cost : Rs. 100,00,000/- (Rs. Hundred Lakh only) per annum.**
- g. **Place of opening the Tenders : Sanchar Bhawan, 20 -Ashoka Road, New Delhi-01**
- h. **Bid Validity period : 120 days from the date of opening of tender (The Department reserves the right to extend the validity period, if so required).**

5. The Earnest Money Deposit (EMD) of Rs . 2,00,000/- (Rupees Two Lakh only) in the form of Account Payee Demand Draft/Bankers Cheque in favour of '**PAO (HQ),DoT, New Delhi**' has to be submitted to the US(T), Department of Telecommunications ,Sanchar Bhawan, New Delhi upto **07.03.2017 (15.00 hours)**. Bids shall not be considered in case the EMD is not submitted within the stipulated time. Late receipt of EMD viz, after closure of online bidding time, will disqualify the bidder and that bid will not be considered. If the bid is received without EMD, it would not be considered and would be rejected summarily.

6. The original DD/Bankers Cheque towards EMD (Rs. 2,00,000/-) and Tender Fee (Rs.500/-) should be submitted **off-line** by the bidders to Under Secretary (T), Room No. 511, Sanchar Bhawan upto **07.03.2017 (15.00 hrs.)**. However, the scanned copy of the the DD/ Bankers' Cheques should be submitted **online** as part of Technical bid along with other documents.

7. The Technical Bids will be opened online on **08.03.2017 at 15.30 hours** by a Tender Opening Committee of this Department. In the first instance, the technical bids shall be evaluated by the Tender Evaluation committee (TEC) constituted for the purpose by the Department. At the second stage, the Financial Bids of only those bidders who qualify in the technical bid will be opened, for which the date and time will be intimated later. The Tender Evaluation Committee (TEC), after evaluation of the Financial Bids, will give its specific recommendation(s) regarding the lowest responsive bid, which is to be selected, along with a comparative statement duly signed by the Members of the TEC.

8. This tender is covered under Integrity Pact programme of Government of India and prospective bidders are required to sign the Integrity Pact document and submit the same to DoT along with the bid.

9. The competent authority in the Department of Telecommunications reserves the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Documents, without assigning any reason therefor.

10. DoT reserves the right to accept or reject any or all the tenders without assigning any reason.



(अधिकारी के नाम पर)
(A.K. KUMAR SINGH)
अवर सचिव/Under Secretary,
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली/New Delhi

(A. K. Singh)
Under Secretary to the Govt. of India
For and on behalf of the President of India
Ministry of Communication
Department of Telecommunications, 20, Ashoka Road,
Sanchar Bhawan, New Delhi-110001

SECTION-II

TENDER DOCUMENT

Ministry of Communications, Department of Telecommunications, invites e-tenders for housekeeping services from reputed agencies fulfilling the criteria laid down in Techno-commercial bid format at **Annexure-II**. The job specifications and scope of work are given in **Annexure-I**. The format for Financial Bid is at **Annexure- III and Annexure-VII**. The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of one year but not more than six months at a time, on review of performance, depending upon the requirements and administrative convenience of the Department of Telecommunications.

2. ELIGIBLE BIDDERS:

(i) This invitation for bids is open to the companies/firms/agencies having Annual Turnover of more than Rs. 100 Lakh in each of the last 02 financial years.

(ii) The bidder should have experience of similar work in the field during last five years [should have supplied housekeeping services in reputed organizations including at least one PSU/ Govt. Deptt. with work order not less than (i) Rs. 50 lakh per annum in a single order; or (ii) Rs. 40.00 lakh per annum in two orders each; or (iii) Rs. 30.00 lakh per annum in three orders each)].

(iii) The bidder should have the experience of providing similar housekeeping services in a single building (Government or Private) of not less than 01(one) lakh sq. feet carpet area for 36 months period in preceding 05 years (60 months). The preceding 05 year period will be counted from the month of issue of this tender.

(iv) The Bidder must have a Permanent Account Number (PAN).

(v) The Bidder must have a valid Sales Tax/VAT/Service Tax/Trade Tax Registration Certificate.

(vi) The successful bidder shall have a valid license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970.

3. The tender shall be accepted under **Two Bid System**. The interested service providers have to submit the Technical Bid and the Financial Bid online through the e-procurement portal <https://eprocure.gov.in/eprocure/app> only. Tenders sent by any other mode will not be considered and the same will be rejected summarily. The technical bid should be submitted in proforma as at **Annexure-II** and the financial bid should be

submitted in proformas as at **Annexures III** and **VII**. In the financial bid, the rates and taxes or any other statutory levies should be indicated separately.

4. Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>

4.1 Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement /e-tender portal is a prerequisite for e-tendering.

4.2 Bidder should do the enrollment in the e-procurement site using the "**Click here to Enroll**" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.

4.3 Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.

4.4 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token /Smart Card, should be registered.

4.5 The DSC that is registered only should be used by the bidder and should ensure safety of the same.

4.6 Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.

4.7 After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

4.8 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 published before submitting the bids online.

4.9 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 eToken/Smart Card to access DSC.

4.10 Bidder selects the tender which he/she is interested in by using the search option and then moves it to the 'my tenders' folder.

- 4.11 From my tender folder, he selects the tender to view all the details indicated.
- 4.12 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 4.13 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule 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 2MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders' 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.
- 4.14 If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 4.15 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.
- 4.16 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 and time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 4.17 While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 4.18 The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 4.19 The details of the DD/any other accepted instrument, 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.
- 4.20 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.

4.21 The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

4.22 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.

4.23 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 and 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.

4.24 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.

4.25 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.

4.26 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening.

4.27 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.

4.28 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.

4.29 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.

4.30 For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to -cppp-nic@nic.in.

5. The Earnest Money Deposit (EMD) of Rs. 2,00,000/-(Rupees Two Lakh only) in the form of Account Payee Demand Draft/Bankers' Cheque drawn in favour of PAO (HQ), DoT, New Delhi has to be submitted to the Under Secretary (T), Department of

Telecommunications, Sanchar Bhawan, New Delhi up to 15.00 hours on **07.3.2017**. Late receipt of EMD viz, after closure of online bidding time, will disqualify the bidder and that bid will not be considered. If the bid is received without EMD, it would not be considered and would be rejected summarily.

5.1 The EMD shall be forfeited:

a) If the bidder withdraws his bid during the period of bid validity.

b) In the case of successful bidder, if he fails to furnish the required Performance Security within the specified time limit.

6. The bid shall remain valid for a period of 120 days from the date of opening of the bid. The Department reserves the right to extend the validity period, if so required. The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. The Bidder may inspect the site before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the bidder in the Tender Document wherever required.

8. Rates and Prices

8.1 Rates quoted should be firm and final.

8.2 Bidders should quote the rates in the format given at Annexures-III & VII. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or overwriting is permissible.

8.3 Taxes if any have to be indicated separately, clearly. In the absence of such indications, no claim for taxes shall be entertained.

8.4 The statutory charges for Sl No. 2, 3, 4 & 5 of the Financial Bid (Annexure III) are to be quoted as applicable on the date of Tender. Further, as the rate of said statutory charges are variable, the successful bidder can claim the revised amount from DoT according to the revision of the statutory charges from time to time during the validity period of contract.

8.5 The rates for Unskilled/semi-skilled/skilled housekeeping persons quoted against Sl No. 1 of the Financial Bid (Annexure III) should be as per Minimum Wages Act, 1948 applicable in NCT Delhi as on date of tender. Further, as the rate of minimum wages is variable, the successful bidder can claim the revised amount from DoT according to the revision of the minimum wages from time to time during the validity period of contract.

9. Evaluation of Bids

9.1 Technical bid will be evaluated by a committee of DoT.

9.2 Financial bids of only technically qualified bidders will be opened and evaluated.

9.3 All the applicable components of the costs, as quoted in the responsive bid are to be added to work out the ultimate evaluated cost of the tender. The evaluation is also to include the applicable taxes, duties etc. in the tender prices. The total composite cost to the buyer would be the criteria for the ranking of bids.

9.4 If in the price structure quoted, there is discrepancy between the unit price and total price, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser, there is an obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

9.5 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

9.6 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to 9.3 & 9.4 above.

10. Terms of Payment

Payment will be released on monthly basis within a fortnight after receipt of bill subject to satisfactory provision of services subject to the following conditions.

1. The contractor shall submit monthly bills to the DoT with the following documents for verification and payment:

i) Proof/ Certificate of deposit of all mandatory / statutory levies like EPF/ESI etc. (with a list of individual names and amount deposited in their accounts.).

ii) Proof/ Certificate of payment to his personnel for the jobs completed during the previous month.

2. Income Tax or any other applicable taxes shall be deducted at source at the time of payment to the contractor in accordance with the provisions of the relevant Acts as applicable.

3. Performance and Payment: The monthly payment becomes payable only if the service performance of the required level is ensured by the Contractor. The monitoring of the service level shall be done by the Contractor as per the "Feedback Mechanism" as may be decided by the Department.

11. Termination

DOT reserves the right to termination of the contract at anytime by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by DOT from the Security Deposit or pending bill/s or by raising a separate claim against the contractor.

12. Penalty Clause – Deductions for complaints/ unsatisfactory services

(i) Complaints regarding level of service provided shall be monitored as per mechanism to be decided by the Department and attended to by the Contractor. Deductions @ 2% of Administrative Charges shall be made for not carrying out the jobs satisfactorily as defined in Annexure I on daily basis and @ 3% of Administrative Charges for jobs defined on weekly, fortnightly and monthly basis, based on complaints, from the bill of the particular month. However, if the services remain unsatisfactory, DOT reserves the right to take action as per clause 11 above and/or to debar the agency for working in the Department for a minimum period of 02 years.

(ii) A penalty @ Rs. 1000/- per occasion will be imposed for a shortfall in daily attendance of housekeepers by more than 15% (i.e 9) is noticed for more than one occasion in a month. If the short attendance of more than 15% continues for more than 05 occasions in a single month, penalty @ Rs. 5000/- per occasion will be imposed on the agency.

(iii) Materials for housekeeping, as provided for in Annexure-VII, for use in a particular month, must be provided latest by the last week of the previous month, except in the first month of commencement of the Contract. Any shortfall in the quantity, quality or timely supply of the same may entail imposition of a penalty @ Rs.1000/- for each month of such occurrence.

13. Other Conditions

13A (a) Conditional Tenders/ non-compliance of any conditions set in tender document shall render the bid to be summarily rejected.

(b) As a token of accepting the tender document and conditions, each page of the Tender document and its enclosures/ annexures submitted should be signed by the authorized signatory of the organization. Each page of the tender document, which is serially numbered, should be signed and attached, the failure to do so will be treated as non-fulfillment of the tender conditions and the bid shall be summarily rejected.

(c) Timely availability of all the men, material and machinery at the building shall be the sole responsibility of the contractor and in the event of his/ her failure to do so, DOT reserves the right to get it done by its own ways, and expenditure incurred shall be deducted from the payments due to the contractor along with penalty as deemed fit by DOT authorities.

(d) The contractor shall take all necessary steps to ensure that due to housekeeping work, official work and beneficiaries are not put to inconvenience during office timings and there is no safety hazard/ any other hazard at the workplace.

(e) The contractor shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Contractor.

(f) The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the contractor, shall be scanned and attached to the bid.

(g) The Technical Bid shall be opened online on the scheduled date and time at **15.30 hours on 08.03.2017**, and for this purpose the server time will be considered. The financial bid of only those tenderers will be opened, which are found technically qualified by the Tender Evaluation Committee (TEC) on a date that would be intimated later. L1 will be decided on the basis of lowest price as given in the Financial Bid. Bidders interested in attending the bid opening meeting should enclose a letter authorizing his representative to attend the bid opening.

(h) The bidding firm has to give a self-certificate to the effect that it has not been blacklisted by any Central Ministry/Department, PSUs or Bank etc. The certificate has to be scanned and uploaded along with the tender documents. If it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts or manipulated the documents etc., the earnest money deposit or the performance security deposit, as the case may be, will be forfeited and no excuse what so ever will be entertained therefor.

(i) The contractor or his employees will not be allowed to take out any item from Sanchar Bhawan without the explicit written authority of the Officer In Charge in DoT.

(j) The work should not be sub-contracted.

(k) The Successful Contractor shall execute an indemnity bond, as per Annexure XIII, against the loss/damage sustained during the period of contact caused by the personnel deployed by that particular Contractor/Agency. The indemnity holds good and binds over the contractor, if the information about the said loss/damage is unearthed even after the contract period.

13B 1. The Contractor shall ensure and comply with the provision of labour laws, rules, orders and notifications issued whether by the Central or State Govt. or Local Authorities as applicable to him or to this contract from time to time. These Acts/Rules include without limitation to the following: -

(a) The Minimum Wages Act, 1948 Rules and orders issued there under from time to time.

(b) The Workmen's Compensation Act, 1923 with Rules, orders and Notifications issued there under from time to time.

(c) The Payment of Gratuity Act, 1972 with rules, orders and Notifications issued there under from time to time.

(d) The Mines Act, 1952, The Factories Act, 1948 or the Shops and Establishment Act, whichever is applicable, with Rules, orders and issued there under from time to time.

(e) The Payment of Bonus Act, 1965 with Rules, orders and Notifications issued there under from time to time.

(f) The Payment of Wages Act, 1936 with Rules, orders and Notifications issued there under from time to time.

(g) The Employees Provident Fund & Miscellaneous Provisions Act, 1952 with Notifications issued there under from time to time.

(h) The Employees State Insurance Act, 1948.

(i) The Interstate Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Central Rules framed there-under.

(j) All other Acts/Rules/Bye-Laws, orders, notifications, etc., present or future applicable to the contractor from time to time for performing the contract job.

(k) Contract Labour (Regulation & Abolition) Act 1970.

2. All the personnel of the Contractor deployed to provide services in DOT premises, shall be employees of the Contractor. DoT will not have any liability to absorb them at any point of time nor can they claim any right for employment in DOT. This may be explicitly conveyed to the employees while deploying them at DOT premises as per Sub Clause 9 of 13 B.

3. The contractor shall have a valid license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970.

4. The contractor shall submit the EPF code number obtained from the authorities concerned under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

5. The contractor shall maintain all records/registers required to be maintained by him under various labour laws mentioned above and produce the same before the Statutory Authorities when required. These shall among other things include the following:

- i. Muster Roll
- ii. Register of Wages
- iii. Register of Deductions
- iv. Register of Fines
- v. Wage Slip

vi. Register of Advances

5.1 The contractor shall also submit periodical reports/returns to the various statutory authorities.

6. The contractor shall provide suitable kits/ liveries to his employees as required by this tender and also any other if required under law.

7. If any of the persons engaged by the contractor misbehaves with any of the officials of DoT, the Contractor shall replace them immediately. In case DoT feels that the conduct of any of the Contractor's employees is detrimental to the interests of DoT, the DoT shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc., while on or off the job. The Contractor shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The Contractor will be allowed a maximum of two working days to replace the person by competent qualified person at Contractor's cost.

8. The contractor shall not engage/employ persons below the age of 18 years. Employment of child labour will lead to the termination of the contract. The Contractor must employ adult and experienced labour only.

9. The contractor shall formally deploy persons engaged by him for deployment at DOT premises under this contract. A list of persons so deployed, including those deployed as substitutes, should be formally sent to this Office, along with Certificate to the effect that it has been formally and explicitly conveyed to such persons that they are employees of the Contractor and that neither will DOT have any liability to absorb them at any point in time nor will they have any right to employment in DOT due to such deployment. Copies of such Certificate, duly acknowledged by the employees deployed by the Contractor, shall be submitted to DoT for the record.

10. **The contractor should deploy 60 housekeepers to provide the services under the contract. Out of these, 14 must be women for cleaning of ladies toilets. The contractor shall further provide 02 Supervisors and 01 Facility Manager to manage the deployment of persons engaged under the Contract and to ensure proper working.** The mobile nos. of the Supervisors and Facility Manager should be made available to nodal officer for displaying to all officers/ officials of DoT for complaints/ suggestions.

11. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The contractor shall get the antecedents of the persons engaged by him verified from police station concerned and produce a certificate in this regard to DoT and also obtain gate passes for the persons deployed by him for work from the concerned section of DOT through section in charge.

12. The Contractor shall pay monthly wages to his workmen directly in their bank accounts and submit the details/proof of such payment in the Department along with the bill. The contractor shall also ensure that no amount by way of commission or otherwise is deducted and/or recovered from the wages.

13. The contractor shall provide necessary insurance coverage to his workmen, keeping in view the scope of work mentioned in Annexure- I and material to be handled by them given in **Annexure-VII**, engaged in the execution of this contract, so as to hold the DOT non-labile for any act from Contractor's workmen in case of any accident/mishap including death. The insurance cost of personnel working for the contractor at the site shall be borne by the contractor.

14. The contractor shall deploy adequate number of persons for execution of the work undertaken on contract regulating their working hours and weekly off within the statutory limits. The contractor shall be responsible for payment of overtime wages to his workmen if any, in case they are required to work beyond the prescribed hours under law.

15. Contractor shall provide proper identification cards to his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor.

16. The personnel deployed by the contractor for the job shall meet the following requirements:

(i) Should be adult and medically fit.

(ii) Should maintain good conduct and discipline.

17. Attendance of Housekeepers/Supervisors/Manager will be marked on the biometric attendance recorder machine daily and payment to the contractor will be released as per actual attendance marked in the machine. It is mandatory for the contractor to provide replacement in the event of absence of any Housekeeper. Appropriate penalty will also be imposed on the contractor for shortfall in attendance as per penalty clause 12 of the tender document.

18. The Housekeepers shall be in a proper uniform neatly maintained. The cost of uniform will be borne by the Agency and the responsibility to ensure that the uniform is neat and presentable, will also be that of the agency.

19. The firm/company finally selected for award of the contract must produce the list of the 60 housekeepers, 2 supervisors and 1 Manager, along with their bank account details, within 15 days of award of tender, failing which, award of the contract may be withdrawn.

20. The guidelines for "settlement of claims for compensation on accident applicable to the Department of Telecommunications and Public Sector Undertaking under its control" issued vide this Department's OM No. 36-11/2015-SRdated 05.12.2016 shall be

applicable and acceptable to the firms/bidders. Any compensation paid under these guidelines by the Department to the victim (any person who suffers permanent disablement or dies in an accident as defined in these guidelines) for lapses or faults of the firm/bidders or the housekeeping personnel of the firm/bidders, shall be recoverable from the firm/bidders in a manner as deemed appropriate by the Department. A copy of the *ibid* OM is available on the Departmental website (www.dot.gov.in/all-circulars).

13 C. Performance Guarantee

13.1 The successful bidder shall furnish a performance guarantee for an amount equal to ten percent (10%) of the value of contract, within 10 calendar days from the date of acceptance of the bid for due and proper fulfillment of contract.

13.2 EMD of successful bidder shall be refunded/ returned after receipt and acceptance of the Performance Guarantee towards full Security Deposit in the valid format. EMD of unsuccessful bidders shall be refunded/ returned after award of work to the successful bidder and signing of contract thereof.

13.3 The performance guarantee provided by the successful bidder should be in the form of a bank guarantee from a Nationalized/ Scheduled Commercial Bank (as per format given in **Annexure-IV**).

13.4 The validity of Bank Guarantee should be 60 days from date of expiry of contract.

13.5 In the event of a breach of contract by the contractor, the performance security will be forfeited and credited to the DOT.

14. Conciliation / Arbitration

14.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Secretary (T), DOT.

14.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Secretary (T), DOT.

14.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

14.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.

14.5 The venue of the arbitration shall be New Delhi, India. The fee and other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

14.6 The arbitrator will give a speaking and reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

15. Force Majeure

15.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

15.2 The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of the two parties, namely DOT and the Contractor.

15.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively.

15.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

16. Applicable laws and Jurisdiction

All matters connected with this shall be governed by Indian Law, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

17. No alternative offer shall be considered.

18. DOT reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of DOT's action.

19. DOT reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without incurring any liability.

20. With respect to Administrative Charges, it is clarified that if a firm quotes 'NIL' charges / consideration, the bid shall be treated as unresponsive and will not be considered. The bidders are required to undertake due diligence before quoting their "Administrative charges", keeping in view the fact that "Administrative Charges" would cover the profit of

the agency, as well as expenses necessarily to be incurred by the agency to fulfill its obligations under the contract on items like uniforms, insurance coverage, Identity Cards, removal of garbage out of the premises, office expenses etc. The Department reserves the right to call for an itemized justification of the Administrative charges quoted by a firm, if the same prima-facie appear to be unreasonably low.

21. After award of the tender, the Contractor shall be required to enter into a Contract with DOT on the terms and conditions as detailed in the tender document. Subsequently, the contractor shall be required to acquire Labour License from the Labour Department for providing manpower to the Department.

22. As a part of the implementation of Integrity Pact programme in DoT all tenders with estimated value equal to or exceeding the threshold value will be covered under the integrity programme and the vendors are required to sign the Integrity Pact document and submit the same to DoT alongwith the bids. The present threshold value is Rs.25 lakhs. Only those vendors who have purchased the tender document and signed the Integrity document and submitted the tender can send their grievances, if any, to the Independent External Monitors (IEMs)through the Nodal officer i.e. Chief Vigilance Officer (CVO), DoT. Ms.Indu Liberhan, Ex-Secretary Defence Finance, Ministry of Defence has been appointed as Independent External Monitor of DoT. Tenderers are requested to sign the Pre-Contract Integrity pact as per the enclosed format at **Annexure-VIII**.

23. The bidder should enclose a certificate, as per **Annexure X**, that none of his/her near relative is working in the DoT. The Bidder or its authorized signatory should furnish certificate saying that none of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state, is working in the unit where the tender is being applied for. In the event of any breach of these conditions by the company or firm or any other person, the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and DOT will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred from further participation in the concerned unit.

The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family (HUF).

(b) Husband and Wife.

(c) If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter-in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law).

24. The bidder should enclose a declaration as per **Annexure-XII** that the firm has not been debarred from DoT/ other Govt. or Semi Govt. organization from taking part in tenders.

JOB SPECIFICATIONS AND SCOPE OF WORK

A. Area coverage for providing housekeeping services

The housekeeping services to be provided under this Tender shall be provided at the premises occupied by the DOT at the under-mentioned locations and shall include all the areas mentioned herein.

1. DOT, Sanchar Bhawan premises at 20 Ashoka Road, Sanchar Bhawan, New Delhi-110001 (Area – about 1,80,000 sq. ft.). The area in which housekeeping services is to be provided shall include all of the covered area, corridors and passages, open area, rooftops, mezzanine floors, porta cabins and similar structures installed on the premises, basement areas, outdoor and indoor toilet blocks and urinals, parking areas, staircases, lift lobbies, lift interiors and doors, areas outside and adjacent to Sanchar Bhawan, etc.
2. Old Minto Road office, 6th Floor (Area 20,024 sq. feet). In this premises, housekeeping services are to be provided in all covered areas, corridors, passages, toilets and urinals etc. as are occupied by/ made available to the Department.

B. Broad outline of housekeeping services

The housekeeping services are to be provided through a combination of manpower, materials and equipment, as also through standard operating procedures as may be devised, in order to provide the desired level of cleanliness, sanitation and hygiene in an efficient and eco-friendly manner. The scope of services required as detailed below, is only indicative and not exhaustive.

2. Cleaning, Sweeping and mopping of all covered areas in the building and the campus including all cabins, rooms, workstations etc., corridors, staircases, lift lobbies on 6th floor of MTNL building, Old Minto Road and all floors of Sanchar Bhawan, cleaning and dusting of Library, Conference Room, Committee Room, Reception, Canteens (1st & 8th floors), basement etc. in Sanchar Bhawan, New Delhi. Cleaning activity shall start in the morning at 7.30 AM so as to complete all the dusting/ cleaning/ mopping work before 8.30 AM. Thereafter, mopping to be done at regular intervals as may be decided, in Sanchar Bhawan and DOT premises at old Minto Road, during office hours (09.00 AM to 05.30 PM).
3. Thorough cleaning, using required cleaning agent, as well as putting naphthalene balls and air purifier, in toilet blocks including WCs, Urinals, Wash Basins, fitting, Mirrors etc. on all floors of the building, basement etc. and anywhere else in the premises in Sanchar Bhawan and toilet blocks allotted to DOT in MTNL Building, Old Minto Road, New Delhi. Use of strong acids, caustic soda etc, which may damage fittings, etc, is prohibited.
4. Cleaning and Sweeping of all open areas i.e. front lobby, car parking and area behind Sanchar Bhawan premises and rooftops etc.
5. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian blinds, racks, sofas, typewriters, computers, telephones, curtains, wall mounted fans etc. with dry/wet cloth, feather brush and duster, and removal of beehives, cobwebs etc from the premises.

6. Carrying out movement and shifting of office equipment and furniture within the building premises, both in Sanchar Bhawan, as well as in MTNL Building, 6th Floor, Old Minto Road.
7. Removal and disposal of any rubbish (malba), dead birds, animals, rats, insects etc. if found in and around the office building, lying in the open area, building, etc. and on all floors in Sanchar Bhawan and 6th Floor in MTNL Building, Old Minto Road, New Delhi.
8. Cleaning and opening of choked drains/pipes/ urinals of toilets, rooftops, basements and anywhere else as and when required in Sanchar Bhawan and 6th Floor MTNL Building, Old Minto Road, New Delhi.
9. Deployment of expert manpower and machinery for spraying of permissible, eco-friendly and effective pesticides as per requirement, for control of mosquitos/flies etc. in the said premises.
10. Any other related miscellaneous items of work as and when required on all floors in Sanchar Bhawan & 6th Floor of MTNL Building, Old Minto Road, New Delhi.
11. Deployment of appropriate and adequate gadgets and provision of adequate materials as stipulated for effective housekeeping services.
12. Maintenance by the Manager and/or Supervisors, of proper registers/ records for the jobs carried out on daily, weekly, fortnightly and monthly basis and the obtaining of feedback of the desired level of service, cleanliness etc.

C. Frequency of providing regular housekeeping services

The cleaning, sweeping, mopping, dusting etc of the premises as stated under para-heading **A.** above, shall be carried out as per the frequency and details given below. However, if required by the Department, the said work may be carried out more frequently also.

1. Daily work

- i) Cleaning of general toilets, water closets, urinals, wash basins, mirrors etc at regular intervals at least thrice daily (at 08.00 AM, 12.00 Noon & 3.30 PM) with required cleaning agents, wipers etc, mopping the toilets floors dry during office hours, replacing / replenishing air fresheners, naphthalene blocks, liquid soap, paper rolls etc as required. Flushing system of all toilets are to be checked at regular intervals every day and faults reported promptly.
- ii) Cleaning of attached toilets once in a day with required cleaning agents, wipers etc, mopping the toilets floors dry, replacing / replenishing air fresheners, naphthalene blocks, liquid soap, paper rolls etc as required. Flushing system of all toilets are to be checked every day and faults reported promptly. Removing all dust and unwanted materials, keeping dry, cleaning of window sills once in a day.
- iii) Cleaning of corridors staircases and common area with phenol in the morning and with plain water thereafter on a continuous need basis.

- iv) Cleaning and mopping of pantries and electrical rooms once in a day during office hours.
- v) Cleaning of office chambers and working areas, removing dust from floors, windows, doors, furniture, fixtures, telephones, ashtray, cupboards, air conditioners, filing almirahs, cabinets, glass panes, computers etc. with dry/wet duster and or with suitable cleaning agent. Mopping of floors with phenol.
- vi) Collection of waste paper from rooms, waste paper, baskets, lobbies and putting in bags at the specified location.
- vii) Cleaning of carpets by soft brush.
- viii) Cleaning of glass panes on doors, windows & partitions with soap/cleaning agent.
- ix) Cleaning of blockage in sewer and pumping lines within premises as and when required.
- x) Cleaning of duct and shaft spaces, garbage, and removal and putting them in dustbin kept outside the building.
- xi) Cleaning/removal of any type of stains of ink etc. from the building premises and staircases.
- xii) Cleaning, sweeping and wiping of floors, furniture and hand washing area etc. during office hours.
- xiii) Cleaning of carpets in rooms by vacuum cleaners.
- xiv) Cleaning of lift walls with silver/brass liquid cleaner.
- xv) Special scented purifiers shall be sprayed at least twice daily in all rooms, bathrooms, Reception, Conference halls, Committee Room, Commission Room lift lobby, lifts etc.

2. **Weekly work**

- i) Cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, kerosene/petrol or any other chemicals, automatic mopper/scrubbing machine to be used at least once in a week.
- ii) Cleaning of fabric upholstered sofa sets with vacuum cleaner sand leatherette upholstered sofa set and chairs with soap solution/cleaning agent of approved quality.
- iii) Cleaning of brass letters on the doors of officers and other brass items with metal polish such as 'brasso'.

3. **Fortnightly work**

- i) Dusting of false ceilings etc. with soft broom and cloth.
- ii) Cleaning of sofa sets with soap water/ vacuum cleaners.

iii) Washing and cleaning of driveways, parking areas and roads within the office premises.

iv) Lift lobby and all toilets, floors and other areas, as may be directed by Officer In-charge, shall be cleaned with floor scrubbing machine.

4. Monthly work

i) All floors in common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc. After cleaning the floors with soap and water the floors shall be properly wax polished.

ii) Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of Officer-In-charge.

D. Supply of Materials and Consumables

All the required materials/consumables and equipment and other related items of quality indicated in Annexure- VII, shall be procured by the Contractor. The material, thus, procured, will be kept in stock after showing/ getting verified by Section Officer (G-I) before use. The bills for material will also be got countersigned by the Section Officer (G-I) and submitted along with monthly bills for payment.

E. Waste Disposal Management

The Contractor will ensure collection, mechanized screening /segregation of dry and wet garbage in the earmarked area. The bidder will also ensure segregation of bio degradable and non-biodegradable garbage. Finally, the bidder will arrange for disposal of garbage at such a place as may be permissible by NDMC and at such frequency as may be determined.

HOUSEKEEPING SERVICES – TECHNICAL BID

1. THE FIRM

a) Name

b) Regd. Address

c) Address of Office at Delhi/ NCR

d) Contact Person's

i) Name & Design.

ii) Address

iii) Tel No. Landline

_____ Mobile _____

iv) Email ID

2. Type of Firm : Private Ltd./Public Ltd./ Cooperative/ NGO/PSU

(Please tick and enclose copy of Memorandum/ Articles of Association/ Certificate of Incorporation)

_____ enclosed.

(Pl. specify)

3. PAN/GIR No. : _____

(Please enclose photocopy)

4. TIN No. : _____

(Please enclose photocopy)

5. Service Tax Regn. No. : _____

(Please enclose photocopy)

6. EPF Registration No. : _____

(Please enclose photocopy)

7. EPF A/C No. _____ (In case it is different from EPF Regn. No. at Sr. No. 6 above)

8. ESI Registration No. : _____

(Please enclose photocopy)

9. Annual Turnover for each of the last 2 years :

(Should be more than Rs. 100 Lakh)

2014-15 _____

2015-16 _____

(Please enclose copies of ITR/audited balance sheet and Profit & Loss A/c/etc.)

_____ enclosed

(Pl. specify)

10. Experience of similar work in the field during the last five years (Should have supplied housekeeping services in reputed organizations including at least one PSU/ Govt. Deptt. with work order not less than (i) Rs. 50 lakh/p.a. in a single order; or (ii) Rs. 40.00lakh/p.a. in two orders each; or (iii) Rs. 30.00 lakh/p.a. in three orders each). [Please submit copies of documentary evidence e.g. work order, corresponding satisfactory job completion certificates from clients specifying value and period of work order_____ enclosed (pl. specify)]

11. Experience of providing similar housekeeping services in accordance with Clause 2(iii) of Section II of Tender Document

12. Copy of complete Tender Document, each page duly signed and stamped, in accordance with Clause 13 A (b) of Section II of Tender Document.

13. Tender Document Fee details: DDNo._____dated_____ Amount Rs. 500/-(Rupees Five Hundred only) Drawn On_____.

14. Earnest Money Deposit details: DDNo._____dated_____ Amount Rs. 2,00,000/-(Rupees Two Lakh only) Drawn On_____.

15. The bidder should give a certificate that none of his/her near relative is working in the DoT, as per **Annexure X**.

16. The bidder should enclose a declaration as per **Annexure XII** that the firm has not been debarred from DoT/ other Govt. or Semi Govt. organization from taking part in tenders.

17. Proper authorization /Power of Attorney for the person authorized to sign the bid document.

Signatures of authorized signatory

Name_____

Designation_____

Date

Seal:

APPENDIX TO ANNEXURE- II

(To be furnished with Technical Bid)

DECLARATION

1. I,

_____ son/ daughter/ wife of Shri
_____ Proprietor/Partner/ Director/
Authorized signatory of M/s _____ (Name and
address of the tenderer) bearing registration No. _____ is competent to sign
this declaration and execute the tender document regarding Hiring of Manpower for
Housekeeping Services in Sanchar Bhawan & 6th Floor, MTNL Building Minto Road, New
Delhi.

1. I/ We have carefully read and understood all the terms and conditions of the above
tender document regarding Hiring of Manpower for House-Keeping Services in Sanchar
Bhawan & 6th Floor, MTNL Building Minto Road, New Delhi and undertake to abide by the
same.

1. I/ We also undertake that our firm will observe all legal formalities or/ and obligations
under the contract regarding Hiring of Manpower for Housekeeping Services in Sanchar
Bhawan & 6th Floor, MTNL Building Minto Road, New Delhi well in time. In case of failure to
observe any of the legal formalities or/ and obligations. I/ We shall be personally liable
under the appropriate law.

1. The Information/ documents furnished along with the above tender document regarding
Hiring of Manpower for Housekeeping Services in Sanchar Bhawan & 6th Floor, MTNL
Building Minto Road, New Delhi are true and authentic to the best of best of my knowledge
and belief. I/ We, am/ are well aware of the fact that furnishing of any false
information/fabricated documents would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.

Date: Signature of
Authorized Person
Full
Name:
Place: Address:
Seal

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

For Providing Housekeeping services in DoT (Hqrs), Sanchar Bhawan & 6th Floor, MTNL Building Minto Road, New Delhi, Department of Telecommunications

1. Name of tendering Company / Firm / Agency:

2. Details of Earnest Money Deposit :

Rs. D.D. / P.O. No. & Date : _____

Drawn on Bank : _____

3.

(a) Manpower Charges : The components of rates per employee shall comprise such statutory payments & liabilities as applicable on date and as revised from time-to-time as under-

Sr. No.	Component of Rate	Rs./ month
1	Monthly Rate per housekeeping personnel (Unskilled category) (Total : 60 Housekeepers)	
	Monthly Rate per Supervisor (Semi-skilled category) (Total : 02 Supervisors)	
	Monthly Rate per Facility Manager (Supervisory Category) (Total : 01 Facility Manager)	
	Note: a) Rate should be as per MWA, 1948 applicable in NCT Delhi as on date b) The manpower employed by the agency shall be required to work on a monthly basis from Monday to Saturday to perform the defined jobs c) Facility Manager should be at least graduate with experience in housekeeping work	
2	Employees Provident Fund @ % of 1 above	
3	Employees State Insurance @ % of 1 above	
4	Payment of Bonus as per Bonus Act as applicable	
5	Service Tax Liability @ % of	
6	Any other charges (Pls specify)	
7	Total	

(b) Administrative Charges: The Administrative Charges shall be one of the deciding parameters for the award of the contract. The administrative charges per contract employee is required to be quoted by the bidder.

*Administrative Charges (inclusive of any applicable taxes.)	Rs. -----Per month per personnel
--	----------------------------------

* As per Clause 13 B (18), the cost of uniform and its maintenance will be considered as inclusive in the administrative charges quoted by the bidder.

(c) Cost of Materials per month :

1. Items required on monthly basis as per Part I of Annexure-VII : Rs.-----
(cost per month)
2. Monthly value of items required on yearly basis as per Part II of Annexure-VII :
Rs----- (Cost per month)

(d) Total value of the contract (monthly) (a+b+c) Rs. -----

(g) Total annual value of contract (inclusive of all taxes) (d x12) Rs. -----

Date:
Place:

Signature of authorized person
Full Name:
Seal :

Notes:

1. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each manpower during the month.

Undertaking

I/ We _____ on behalf of M/s _____ confirm and undertake that the rates quoted above are firm and final and also that these rates shall remain in force during the entire period of contract excepting where any changes are made by law.

Date:

Seal:

Signature of Authorized Person

Full Name:

P l a c e :

Address:

PERFORMANCE GUARANTEE BOND FORM

(Vide Para 13 C)

In consideration of the President of India (hereinafter called "the Government") having (hereinafter called the "said Contractor(s)") from the demand under terms and conditions of an Agreement/Purchase Order No....., dated..... Made between _____ and

_____ contained in the said Agreement on production of a Bank guarantee for _____ we. (Name of Bank) (hereinafter referred to as "the Bank") as the request of (contractor (s) do hereby undertake to pay to the Government an amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of Bank)_____ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) 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 Government in these counts shall be final and binding liability under this guarantee shall be restricted to an amount not exceeding_____ .

3. We undertake to pay to the Government and money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ supplier(s) in any suit or proceedings pending before any court or tribunal relating to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.

4. We (name of Bank)_____ further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue if the said Agreement have been fully paid and its claims satisfied or discharged or till (Office/ Department) Ministry of certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of THREE YEARS from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of Bank.....) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and 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 Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said

contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effects to so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

7. We (name of the bank) lastly undertake not to revoke this guarantee during its currency except with previous consent of Government in writing.

Dated _____
For _____
(indicate the name
of Bank)

Accepted
(.....)
Signature of
Accepting Authority of DOT

ANNEXURE- V

(Please refer Clause 13 A (g) of tender document regarding Hiring of Manpower for Housekeeping Services in Sanchar Bhawan & 6thFloor, MTNL Building Minto Road, New Delhi. One copy of this Authority Letter is also to be enclosed with the Techno-commercial Bid and one copy to be brought by the person attending the online bid opening/ opening of Technical/ opening of Financial Bid)

Authority Letter
Shri

_____ son/daughter/ wife of Shri
_____ Proprietor/ Partner/
Director/ Authorised signatory/ Representative ofM/s _____
(Name and address of the tenderer) (Registration No. _____) whose
specimen signatures are given below, is hereby authorized to attend the Bid Opening/
opening of Techno-commercial/ opening of Financial Bid. He is also competent to accept and
sign any document in connection with tender document regarding Hiring of Manpower for
Housekeeping Services in Sanchar Bhawan on our behalf. We undertake to abide by any
acceptance given by him under his signature.

1. _____

2. _____

3. _____
(Specimen Signature of Authorised Representative)
Name and Address of Authorised Representative

D a t e :
Signature of Authorised Person
Full
Name:
P l a c e :
Address:
Seal:

ANNEXURE- VI**CHECKLIST SHOWING THE DOCUMENTS UPLOADING AND COMPLIANCE OF PARAS OF TENDER DOCUMENT****e -Tender for Hiring of Manpower for Housekeeping Services in Sanchar Bhawan and 6th Floor MTNL Building, Old Minto Road, New Delhi**

(To be furnished with the Technical Bid)

Name and Address of the Firm: _____

Sl. No.	Relevant Clauses of Tender Document (TD)	Particulars	Page No. of docs uploaded	Replies / Remarks
1.	6 of Section-I (NIT)	Whether Scanned copy of EMD and Tender fee in the form of crossed DD/Banker's Cheque have been attached.		
2.	3 of Section-II	Whether Technical Bid in Annexure-II has been correctly submitted.		
3.	3 of Section-II	Whether Financial Bids in Annexures-III & VII have been correctly submitted.		
4.	5 of Section-II	Whether Earnest Money was correctly furnished along with Technical Bid.		
5.	13 A (b) of Section-II	Whether each page of Tender Document and its enclosures / annexure has been signed by the authorized signatory.		
6.	13 A (e) of Section-II	Whether the provisions of Clause 13 A (e) have been complied with.		
7.	13 A (f) of Section-II	Whether the proof of ability of the signatory to bind the Bidder / Contractor has been enclosed.		
8.	13 A (g) of Section-II	Whether the letter authorising representative to attend bid opening has been enclosed.		
9.	Annex-II (Technical Bid)	Whether all the columns of this Annexure have been correctly filled in and reasons for columns being left unfilled, if any, furnished.		

10.	Annex-II (Technical Bid)	Whether the Declaration given in the Appendix to Annexure-II has been signed.		
11.	Annex-III and VII (Fin. Bid)	Whether all the columns of this Annexure have been correctly filled in.		
12.	No relative Declaration	Whether a declaration regarding No-Relative in DoT as given in Annex -X has been enclosed.		
13.	Annex-VIII Integrity Pact Form	Whether this has been properly filled in, signed and enclosed		
14.	Annex-IX Tender Acceptance Letter	Whether this has been properly filled in, signed and enclosed		
15.	Annex-XI Minimum Wage Certificate	Whether this has been properly filled in, signed and enclosed		
16.	Annex-XII Declaration regarding Non-Debarment	Whether this has been properly filled in, signed and enclosed		

Date:

Signature of Authorised Person

Full Name:

Place:

Address :

Seal:

ANNEXURE- VII**Statement showing quantity & quality of various items to be used for cleanliness/mosquito control etc. by the contractor****(To be uploaded with Financial Bid)****I. (Items required to be supplied on monthly basis)**

Sl. No.	Items details	Monthly consumption	Rate per unit (includingTax)	Total cost per month (Excl. Tax)
a	b	c	d	e(c X d)
1	Toilet / Bathroom Cleaner- Good Quality (5 Litre Can)	10 Can (50 Litre)		
2	Scouring powder (Vim)	35 kg		
3	Bleaching powder (good quality)	10 kg		
4	Phenyl (Cleanso/Trishul Brand) (5 Litre Can)	10 Can (50 Litre)		
5	Floor Cleaner (Good Quality) - Teepol/Klean Fix-K2 or equivalent (5 Litre Can)	20 Can (100 Litre)		
6	Naphthalene Balls- ISI Mark	10 Kg		
7	Urinal Cubes (Cleanso/Homocol /Odonil Brand)	10 KG		
8	Odonil Air Freshener-100 Gms Pack	72 Pcs.		
9	Room Freshener Premium Quality- 150 ml pack	36 Pcs.		
10	Harpic (500 ml pack)	10 Pcs. (5 Litre)		
11	Glass Cleaner - good quality (Colin/Klean Fix-K3 or equivalent)	5 Litres		
12	Floor Duster Big size- 30"x30"	72 Pcs.		
13	White Duster Cotton- Crepe- 21"x21"	72 Pcs.		
14	Yellow Duster Big Size- Good Quality	24 Pcs.		
15	Plastic Juna big size- Good Quality	24 pcs.		
16	Hockey Brush standard size -Good Quality	30 pcs.		
17	Hand Brush Scrubbing Good Quality- Wooden	12 pcs.		
18	Platform Brush with handle - good quality	06 pcs.		

19	Dustpan – Good Quality	15 pcs.		
20	Hand wash liquid (Dettol/Life Boy) - 250 ml Pack	12 pcs..		
21	Hand wash soap cake - 100 gms Pack	60 pcs.		
22	Road Broom with wooden handle Good Quality with Small Stick	04 pcs.		
23	Brooms Phool - 400 gms	30 pcs.		
24	Broom Stick without handle	12 pcs.		
25	Garbage Bags Black- 100 Litre capacity	400 pcs.		
26	Washing Powder Wheel- 1Kg Pack	20 Kg		
27	Liquid Soap (Homocol/Klean Fix-K3Max or equivalent)- 5 Litre Can	20 Can (100 Litre)		
28	Baygon Spray 5 Litre Can	02 Cans (10 Litre)		
29	Toilet Paper Roll of standard size (Good Quality)-	20 Rolls		
30	Brasso 500 ml pack	02 Bottles		
31	Iron Juna Small	12 Nos.		
32	MOP Wiper- 61 cm with Aluminum Fitting- Mr. Clean Brand	10 pcs.		
33	MOP Wiper- 48 cm with Aluminum Fitting- Mr. Clean Brand	10 Pcs.		
		Total- (per month including tax)		
		Total- (per year including tax)		

II. (Items required to be supplied on yearly basis)

Sl. No.	Items details	Yearly consumption	Rate per unit (including Tax)	Total cost per year
a	b	c	d	e(c X d)
1	Cobweb Brush Good Quality	35 Pcs		
2	Bucket Cello/Milton - 20 Liters	60 Pcs		
3	Plastic Mug Cello/Milton	120 Pcs		
4	Plastic wheeled dustbin with lid (100 to 120 Ltr. Capacity) – Good quality	36 Pcs		
5	PVC Pipe 1/2"- Good Quality	100 Mtr.		
6	Baygon Spray Pump	100 pcs.		
		Total- (per year including tax)		

PRE- CONTRACT INTEGRITY PACT

General

This pre-bid pre contract Agreement (hereinafter called the Integrity Pact is made on _____ day of the month of _____ 2015, between, on one hand, the president of India acting through Shri A.K.Singh, Under Secretary (T), Department of Telecommunications, Ministry of Communication and Information Technology, Government of India (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the first part and M/s _____ represented by Shri _____, chief executive officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires , his successors and permitted assigns)of the second part .

WHEREAS the BUYER proposes to procure Housekeeping services along with the cleaning items and the BIDDER /SELLER is willing to offer /has offered the services and WHEREAS the BIDDER is a private company /public company /Government /undertaking /partnership/ registered export agency ,constituted in accordance with the relevant law in the matter and the BUYER is a ministry / Department of the Government of India /PSU performing its functions on behalf of the president of India.

Now, THEREFORE, To avoid all forms of corruption by following a system that is fair , transparent and free from any influence /prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said housekeeping services and cleaning items at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures .

The parties hereby agree to enter into this integrity pact and agree as follows:-

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or accept, directly or through intermediaries, any bribe, consideration, gift, reward favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre- contract stage treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

The BIDDERS commit itself to all take all measures necessary to prevent corrupt practices, unfair means and illegal activates during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payment to be made by them to agents/brokerage or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized Government sponsored export entity of the defense stores and has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has such any amount been paid promised or intended to be paid to any such Individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members agents, brokers or any

other intermediaries in connection with the contract details or/and the services agreed upon for such payments.

3.7 The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the BUYER as part of the business deal, relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the action mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officer of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in section 6 of the Indian Company's Act 1956.

4. Previous transgressions

4.1 The BIDDER declares that no previous transgression occurred in the last three year immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any government Department in India that justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender propose or the contract, if already awarded, can be terminated for such reason.

5. Earnest money (security deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. 2,00,000/- (Rupees Two Lakh only) as Earnest money/security, with the BUYER through any of the following instruments:-

(i) Demand draft or Banker's Cheque in favor of "Pay & Accounts Officer, Deptt. of Telecom, New Delhi-110001"

(ii) A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur

whatsoever and without seeking any reasons whatsoever the demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest money / Security deposit shall be valid up to a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance bond in the purchase contract that the provisions of sanction for violation shall be applicable for, forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one Employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sum already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER in order to recover the payments, already made by the BIDDER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five year, which may be further extended at the discretion of the Buyer.

(viii) To recover all sum paid in violation of this pact by bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable letters of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian penal code, 1860 or Prevention of Corruption Act.

6.3 The decision of the BUYER to the effect that breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor (s) appointed for the purpose of this pact.

7. Fall Clause

The BIDDER undertakes that it has not supplied not supplying similar housekeeping services and cleaning items at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refund by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The Independent Monitors (here either referred to as Monitor(s) are appointed in consultation with the central vigilance commission. Ms Indu Liberhan, Ex-Secretary Defence Finance, Ministry of Defence has been appointed as Independent External Monitor for DoT.

8.2 The task of the Monitors shall be to review Independent and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the access all the documents relating to the project/procurement, including minutes of meeting.

8.5 As soon as the monitor notice, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER (s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER.

including that provided by the BIDDER. The BIDDER will also grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontractor(s) with confidentiality.

8.7 The BIDDER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties the parties will offer to the monitor the option to participate in such meetings.

8.8 The monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provision of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and place of jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extent law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of this signing and extend up to 7 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later, In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the reminder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation
Deptt. /MINISTRY/PSU
Witness

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____

1. _____

2. _____

2. _____

Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of India agents of foreign suppliers.

**TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

**NON-RELATIVE CERTIFICATE
Proforma for No Near Relative (s) of the bidder in DoT units.**

Undertaking to be given by the bidder in respect of no near relative (s) of the bidder in DoT and its units :

I.....S/O

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

....

Hereby certify that none of the relative(s) of Proprietor/Directors/ Partners of the company/firm/agency as defined in the tender document is/are employed in DoT units 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) and daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law).

In the event of 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*

ANNEXURE - XI

CERTIFICATE OF MINIMUM WAGES TO BE SUBMITTED BY THE TENDERER

I/We M/s

.....

....., R/o

..... hereby
certify that we shall comply with minimum wages Act that are to be paid to the labourers engaged by us vide latest rate as fixed by the Labour Commissioner While quoting the rates for the tender. Any dispute arises out of the payment of minimum wages responsibility lies with us only. We also certify that we shall comply with the ESI, EPF, Service Taxes and other mandatory charges regularly as per the existing rules without any fail.

Date :
Signature of the tenderer with seal:
Place :

DECLARATION REGARDING DEBARRMENT

I

.....
..... proprietor/Partner(s) hereby declare that the firm / company namely
M/s..... has not been debarred in the past by DOT/any other
Government or Semi-Government Organization from taking part in tenders. Was / were
debarred by DOT/any other Government or Semi-Government Organization (Name of the
organization) from taking part in tenders for a period of
years w.e.f.The period is over on and now I/We/firm/Company is
entitled to take part in the tenders from In case the above
information is found false at any times, I/We are fully aware that the tender/contract will be
rejected/cancelled by the DoT and EMD shall be forfeited.

Date :
Signature
of the tenderer with seal:
Station :

INDEMNITY BOND

(TO BE ISSUED ON A NON-JUDICIAL STAMP PAPER OF AN APPROPRIATE VALUE)

Whereas (Name of the contractor) having its registered office at.....has taken the contract for housekeeping and the work has to be completed by the contractor through the requisite number of housekeeping persons and supervisors. But the contractor had also to obtain licence under the contract Labour (Regulation & Abolition) Act 1970 and its rules, which can be granted if the Principal employer grants a certificate under form V of the said rules. So on the request of (Name of the contractor) Department of Telecommunications (DoT) has agreed to issue certificate in Form-V in respect of the contractor. M/s (name of the contractor), therefore, undertake to fully indemnify DoT from any financial implication whatsoever that may arise due to the grant of certificate in respect of the contractor in Form-V under contract Labour Regulation & Abolition) Act. 1970 and its rules.

Further to above M/s (Name of the contractor) undertake to indemnify DoT against –

- a) All claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in DoT premises.
- b) Observance of Labour & Industrial Laws, including regular remittance to EPF and ESI.
- c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
- d) M/s (name of the Contractor) accept liability for compensation in accordance with the provision of the Indian Worker’s Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- e) All payments by way of compensation or otherwise which the Department may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the Department in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- f) The Department shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the DoT together with the costs incurred by the Department on any legal proceedings pertaining thereto.

Date:

Signature & name of the Contractor with seal