



सत्यमेव जयते

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

Tender No. : TERM/OR/Manpower Tender/2015-16/56

Dated : 13/02/2017

E-TENDER DOCUMENT

FOR

“Providing Services of Manpower”

TO THE

**O/o THE DEPUTY DIRECTOR GENERAL,
TELECOM. ENFORCEMENT, RESOURCE AND MONITORING (TERM) CELL, ODISHA
AT BHUBANESWAR**

(Non-Transferable)

Price of Bid Document : Rs. 500/-

(Please visit “www.dot.gov.in” and “www.eprocure.gov.in”)

(No. of Pages - 41)

(TECHNICAL BID)

Last Date & Time of Submission of Bids : 11:00 Hrs. of Dt. 06/03/2017

Date & Time of Online Opening : 11:00 Hrs. of Dt. 07/03/2017

Signature of the Bidder

**Office of the Deputy Director General,
Telecom. Enforcement, Resource and Monitoring (TERM) Cell, Odisha
4th Floor, Doorsanchar Bhawan, Unit - IX, Bhubaneswar – 751022.**

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Signature of the Bidder

Section – I



GOVT. OF INDIA
DEPARTMENT OF TELECOMMUNICATIONS,
OFFICE OF THE DEPUTY DIRECTOR GENERAL,
TERM CELL - ODISHA,
4th Floor, Doorsanchar Bhavan, Unit - IX, Bhubaneswar - 751022.

No. : **TERM/OR/Manpower Tender/2015-16/56**Dated : **13/02/2017**

NOTICE INVITING TENDER

1. E-Tenders on behalf of the President of India, are invited under **Two Bid System**, i.e., Technical Bid and Financial Bid for providing Services of Two Unskilled and Four Semi-skilled Manpower, to the O/o The DDG, TERM Cell, Odisha, at Bhubaneswar, as mentioned below from the registered, experienced, eligible & competent contractors/firms/individuals and registered companies in India.

2. **Schedule :**

2.1	Estimated cost of contract	-- Rs. 8,00,000/-
2.2	EMD Amount	-- Rs. 20,000/-
2.3	Performance Security	-- Rs. 60,000/-
2.4	Date of Commencement of issue of Bid Document (Website Download)	-- Dt. 13/02/2017, 17:00 Hrs.
2.5	Last date & time for receipt of tender	-- Dt. 06/03/2017, 11:00 Hrs.
2.6	Last date and time of Physical submission of receipts of Payments made towards EMD and Tender document fee.	-- Dt. 06/03/2017, 11:00 Hrs.
2.7	Online opening of Tender Bids (Technical bids)	-- Dt. 07/03/2017, 11:00 Hrs.
2.8	Date & time for opening of Financial Bids for Technically qualified bidders	-- Will be intimated later.
2.9	Place of opening the Tenders	-- O/o The DDG, TERM Cell, DoT, 4 th Floor, Doorsanchar Bhawan, Unit – IX, Bhubaneswar – 751022.
2.10	Bid Validity period/validity of bid offer for acceptance by DoT	-- 90 Days from the day of opening.
2.11	Service to be provided	-- For providing Services of Unskilled and Semiskilled Manpower.
2.12	Duration of contract	-- One year from the date of Award of Contract with an

Signature of the Bidder

option of extension for a further period of 6 (Six) months at the applicable rate with same terms & conditions.

3. **Eligibility Conditions:**

Bidder should have two years of experience in similar works in any Central or State Govt. Department(s) & PSU(s) for not less than Rs. 6,00,000/- in last two Financial years (2014-15 and 2015-16). The bidder shall furnish the particulars of past performance with supporting documents.

4. **Accessibility of Tender Document:**

Tender document can be obtained by downloaded from the website “www.eprocure.gov.in” or “www.dot.gov.in”.

5. **Sale of physical copy of Tender Document:**

Not applicable. The Dept. of Telecom. (DoT) has decided to use the process of e-Tendering for inviting this Tender and thus the physical copy of the Tender document would not be sold.

6. **Tender Document Fee & EMD:**

Rs. 500/- (non-refundable) is to be paid towards Tender document fee and **Rs. 20,000/-** towards EMD. The two (not to be combined) payments are to be made to the **CAO, O/o The CCA, Odisha**, at Bhubaneswar. The two receipts in original are to be scanned and to be uploaded online. If either of the payments or both are not made, the bid will be rejected. The EMD will also be converted to Performance Security, in addition to Rs. 60,000/- mentioned above.

7. **Submission of Bids:**

Aspiring Bidders, who have not enrolled/registered on e-procurement portal, should enroll/register, before participating through the website “www.eprocure.gov.in”. Bids have to be **submitted online only** at website “**www.eprocure.gov.in**” under two bids system, i.e., (i) Technical/Qualifying bid and (ii) Financial bid (BoQ) in the prescribed proforma. All the documents in support of eligibility criteria, etc., (Please refer to Clause 3 of Section – V (Part A) and *Annexure - V*) are to be scanned and uploaded along with the signed Tender documents. **Tender sent by any other mode will not be accepted.**

8. The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

9. This office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. In case of any dispute or otherwise, **the decision of the DDG (TERM), Odisha; shall be final, and binding on all.**

Director – I,
O/o The DDG,
TERM Cell, Odisha.

Signature of the Bidder

SECTION - II

BID FORM

No. : TERM/OR/Manpower Tender/2015-16/56

Dated : 13/02/2017

To

**The DDG,
TERM Cell - Odisha.**

Sir,

Having examined the conditions of contract and specifications given in tender document, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of providing Services of Unskilled and Semiskilled Manpower in your Office, in conformity with said conditions of contract and specifications as may be ascertained in accordance with the approved rates attached herewith and made part to the Bid.

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

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

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

Dated this (The Day) (The Month) of 2017 (The Year)

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness.....

Address.....

Signature.....

Signature of the Bidder

SECTION – III

**Passport size
photographs of
the Bidder/
Authorized
Signatory
holding power
of Attorney**

BIDDER’S PROFILE

General :

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

(In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be) Tenderer will submit the self-attested copy of the PAN card/ Voter I-Card/ Passport of the proprietor or authorized signatory in case of proprietor is not signing the Tender document. The Tender is liable to be rejected if the signature and photograph does not match with the one affixed and the signature made in the tender documents, with the Identity and signature proof.

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

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

7. Name of Proprietor/Partners/Directors :
8. Bidder’s bank, its address and his current account number :
9. Permanent Account Number, Income Tax Circle :
(Please scan and upload the copy of last Income Tax return (AY 2016-17))
10. Details of Technical and supervisory Staff :
11. Service Tax No. (if any) :

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

Place:

Date:

Signature of Bidder/Authorized Signatory.....

Name of the Bidder.....

Seal of the Bidder

Signature of the Bidder

SECTION - IV

CERTIFICATE REGARDING NEAR RELATIVES

I S/O resident of hereby certify that none of my near relative(s) as defined in Section - V (Part A, Clause 1 (h)) in the Tender document, is/are employed in the O/o The DDG (TERM), Odisha; in Bhubaneswar unit of DoT.

In case, at any stage, it is found that the information given by me is false/incorrect, the TERM Cell of DoT shall have the absolute right to take any action as deemed fit without any prior notice to me.

Signed _____

Name (caps) _____

Position _____

Date _____

Note : In case of proprietorship firm, certificate will be given by the proprietor. In case of partnership firm, certificate will be given by all the partners. In case of Ltd. Company, certificate will be given by all the Directors of the Company or Company Secretary on behalf of all Directors. Any breach of these conditions by the Company or firm or any other person, the tender/work will be cancelled and bid security and/or security deposit shall be forfeited at any stage whenever noticed. The department shall not pay any damages to the company or firm or the concerned person. The company or firm or the persons shall also be debarred for further participation in the concerned unit.

Signature of the Bidder

Section – V (Part A)

Instruction to Bidders

1. DEFINITIONS

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

Secretary,
Member, Telecom Commission,
Advisor, Telecom Commission
Sr. DDG,
DDGs.
DDG (TERM),
Directors and
Assistant Director Generals

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

- b. The **DDG (TERM)** means the Head of the TERM Cell, Odisha at Bhubaneswar and his successors.
- c. The **jurisdiction of the DDG (TERM):** The jurisdiction of the **DDG (TERM)** means geographical area under his control, wherever he/she is working.
- d. **Representative of the DDG (TERM):** Representative of **the DDG (TERM)** means, Officer and staff in the area under **DDG**, deputed by the **DDG** for inspecting or supervising the work.
- e. **Contract:** The term contract means, the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority for and on behalf of the DoT and the contractor, together with the document referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer In-charge and all these documents taken together shall be deemed to form an contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- f. **Contractor:** The contractor shall mean the individual or firm or company and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company. **Office or Branch Office of the Contractor should be at Bhubaneswar.**
- g. **Works:** The expression “works” shall unless there be something either in the subject or context repugnant to such construction, be construct and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- h. **Near Relative:** The near relatives of all DoT Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of DoT. The detailed guidelines in this regard are given in the following paragraphs :
The near relatives for this purpose are defined as:
- (i) Members of a Hindu Undivided family,
 - (ii) They are husband and wife,
 - (iii) The one is related to the other in the manner as father, mother, son (s) & son’s wife (daughter-in-law), Daughter(s), & daughter’s husband (son-in-law), brother(s) & brother’s wife, sister(s) & sister’s husband (brother-in-law).

Signature of the Bidder

- (iv) The format of the certificate is as per the Section – IV.
- (v) As per Government of India’s CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter or contract to his official superior. This clause is applicable to all DoT employees and in view of this as soon as any DoT employee becomes aware of the above aspect, he must intimate this to the prescribed authority. For non-executive/executive employees (at present some of them are called as Gazetted officers), this authority is the DDG (TERM).
- (vi) The Company or firm or any other person is not permitted to bid for works in DoT Unit in which his/her near relative(s) is (are) posted. The unit is defined as “O/o the DDG (TERM), Odisha”.

2. ELIGIBILITY OF BIDDERS :

- 2.1 The invitation of bids is open to all registered contractors as per the eligibility mentioned in NIT (Clause 3), of this Bid document.
- 2.2 The Contractor must read carefully all the terms, conditions and specifications before filling up the Bid schedule and his quotation

3. BID DOCUMENTS:

3.1 TECHNICAL BID CONSISTS OF:

- 3.1.1 Notice Inviting Tender (Section - I).
- 3.1.2 Two original receipts of Payments made to CAO, O/o The CCA, Odisha, at Bhubaneswar; towards Tender document fee (Rs. 500/-) and EMD (Rs. 20,000/-) (Clause 6 of NIT). Please refer to Clause 11 of this section also.
- 3.1.3 Bid Form (Section - II).
- 3.1.4 Bidder’s Profile (Section - III), along with attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law
- 3.1.5 Certificate of near relatives (Section - IV).
- 3.1.6 Instruction to Bidders (Section - V, (Part A & B)).
- 3.1.7 General (Commercial) Conditions of the contract (Section - VI).
- 3.1.8 Special Conditions of Contract (Section - VII).
- 3.1.9 Scope & Specification of Work of Manpower Services (Section - VIII).
- 3.1.10 Agreement (Sample) (Section - IX).
- 3.1.11 performance security bond form (Section - X).
- 3.1.12 Letter of Authorization for Attending Bid Opening (Section - XI).
- 3.1.15 Instructions for filling of Financial Bid form (BoQ) (Section - XII).
- 3.1.16 Appendices - I to V (Any other documents if asked along with Appendices).
- 3.1.17 All documents mentioned in **Clause 6** of this section.
- 3.1.18 Any other documents asked in any of the sections/annexures.

3.2 FINANCIAL BID CONSISTS OF

Financial Bid Form (BoQ) is to be downloaded from the website “eprocure.gov.in”. The rates are to be quoted along with the name of the Firm. **The same after filling up, must be uploaded online.**

4. COST OF BIDDING :

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

5. QUERIES ON BID DOCUMENTS AND AMENDMENT OF BID DOCUMENTS:

- 5.1 At any time, within 18 days from the date of floating of the Tender, DoT may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- 5.2 Within 15 days of the floating of the Tender, a bidder can ask for any clarification(s). Beyond 15 days, if any clarification is asked, the same will not be considered.

Signature of the Bidder

5.3 The amendments shall be notified online to all prospective bidders and these amendments will be binding on all.

6. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS :

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

- i) Bid Security/EMD in accordance to Clause 7 of this section.
- ii) Bid document(s), duly filled in and signed by Bidder or his/her authorized representative along **with seal on each page**. All conditions and **overwriting must be signed with date** by the Bidder or his/her authorized representative.
- iii) Latest Income Tax return certificate (AY 2016-17). (In case of Partnership firms, the Income Tax return certificate of the firm will be submitted by the bidder).
- iv) The Registration of Firm : The authenticated copy of partnership deed in case of partnership firm, copy of Memorandum of Association in case of Company or Firm registration certificate.
- v) Bid Form, duly filled in, as per Section - II.
- vi) Bidder's profile duly filled in, as per Section - III of the Bid document.
- vii) Original "Power of Attorney" in case of a person other than the Bidder signed the documents. The Power of Attorney should be for specific work and not a general Power of Attorney.
- viii) The copy of the experience certificate (Clause 3 of NIT) in last 2 financial years (2014-15 and 2015-16).
- ix) PAN/GIR No. (In case of Partnership firms, the PAN No. of the firm will be submitted by bidder).
- x) Service Tax Registration No. (if, any).
- xi) All above documents along with documents mentioned in Clause 3.1 and 3.2 of this section are to be scanned and uploaded to website "eprocure.gov.in".

7. BID SECURITY/EMD:

- 7.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for the amounts shown in the NIT. No interest shall be paid by the DoT on the bid security for any period whatsoever.
- 7.2 The bid security is required to protect the DoT against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 7.7 below.
- 7.3 The EMD shall be paid to the "**CAO, O/o The CCA, Odisha at Bhubaneswar**";. The receipts of both EMD and cost of Tender document paid are to be scanned and uploaded to the website "eprocure.gov.in".
- 7.4 **A bid not secured in accordance with Paras 7.1 & 7.3 above shall be rejected by the DoT as non-responsive.**
- 7.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible, but not later than 30 days after the expiry of the period of bid validity prescribed by the DoT.
- 7.6 The successful bidder's bid security will compulsorily be converted to part Performance security deposit in accordance with Clause 5(i) of Section - VI.
- 7.7 **THE BID SECURITY SHALL BE FORFEITED:**
 - i. If a bidder withdraws his bid during the periods of bid validity specified in the bid document, or
 - ii. If the bidder makes any modifications in the terms and conditions of the Bid before acceptance of the Bid, which are not acceptable to the DoT, or
 - iii. If the Bidder is found to have given false/incorrect certificate in any of the bid documents or
 - iv. In case of successful bidder, if the bidder fails :
 - (i) to sign the agreement in accordance with Clause 19 of this Section, or
 - (ii) to perform the work and Tender is rescinded as per Clause 9 of this section.

8. BID PRICES:

- 8.1 The bidder shall quote only the service charges in percentage.
- 8.2 Prices shall be quoted by the bidder in schedule of rates (Financial Bid, i.e., BoQ). Prices quoted at any other place shall not be considered.
- 8.4 The prices quoted for the service charges by the bidder, **shall remain fixed** during the entire period of contract. However, **the Statutory rates, i.e., Minimum wages, Service Tax, etc.**, may vary during this period, as per the Govt. of India instructions.

9. PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for 90 days from date of opening of the bid (Qualifying Bid). **A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED.**

Signature of the Bidder

10 Submission of Bids

Bids have to be submitted online only at website address of “www.eprocure.gov.in” in two bids system, i.e., (i) Technical/Qualifying bid and (ii) Financial bid (BoQ) to be downloaded from website “www.eprocure.gov.in”. All the documents in support of eligibility criteria, etc., are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted.

Bids must be submitted by the bidder on or before the 11:00 Hrs of Dt. 06/03/2017.

The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the Bid is opened.

11. Offline Submissions:

The bidder is to submit the following documents (a & b) offline to The DDG, O/o DDG, TERM Cell, 4th Floor, Doorsanchar Bhavan, Unit – IX, Bhubaneswar – 751022; on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall be super-scribed as “E-Tender for Providing Services of Manpower to O/o The DDG (TERM), Odisha” and the words “**DO NOT OPEN BEFORE 1100 Hrs. of Dt. 07/03/2017**”.

- a. Receipt of payment of EMD (Bid Security) in Original in accordance with Clause 4 of NIT.
- b. Receipt of payment of Tender Document fee in Original in accordance with Clause 4 of NIT

The envelope containing above original receipts as asked above, is to be submitted on or before the last date and time of submission of Tender documents (11:00 Hrs of Dt. 06/03/2017). If not submitted, the bid will be rejected.

12. BID OPENING:

DoT shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in Section - XI).

13. Evaluation of Bids :

13.1 DoT shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

13.2 If there is discrepancy between words and figures, the amount in words **shall prevail** prior to detailed evaluation; DoT will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by DoT.

13.3 DoT shall evaluate in detail and compare the substantially responsive bids illustrated below and comparison of bids shall be on the price of the services offered inclusive of all levies and charges (except Service Tax, which shall be paid as per actual prevailing) as indicated in the price schedule in Financial bid of the bid document (Please see Section - XII).

13.4 If the Bid is accepted, the bidder shall submit the securities as per the conditions mentioned in the contract. The bidder has to agree to abide by this Bid for a period as per Tender terms & conditions from the date of opening of financial bid and it shall remain binding upon them and may be accepted at any time before the expiry of that period.

Note: Rates quoted are inclusive of all Taxes, levies, and duties; except Service Tax, EPF and ESI.

14. CONTACTING THE TERM CELL :

Contact, for TERM Cell, Odisha : Shri P. K. Dutta, Contact: 0674-2540880.

Signature of the Bidder

15. AWARD OF CONTRACT:

The DOT shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of letter of intent, give his acceptance along with performance security for Rs. 60,000/-, in form of a Bank Guarantee as per Section – X in conformity with **Section - IX** with the bid document. Rs. 20,000/- towards the EMD will also be converted to a part of total performance security, i.e., Rs. 80,000/-.

16. DoT's RIGHT TO VARY QUANTUM OF WORK :

The DoT, at the time of award of under the contract, reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule of requirements or on the cost basis, without any change in the rates or other terms and conditions.

17. DoT's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

17.1 The DDG (TERM), Odisha reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time, prior to award of contract, without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders, on the grounds for the DoT's action.

17.2 The tender approving authority is not bound to accept the lowest Bid.

18. ISSUE OF LETTER OF INTENT:

18.1 The issue of letter of intent shall constitute the intention if the DoT to enter into the contract with the bidder. Letter of intent will be the issued as offer to the successful bidder.

18.2 The bidder shall within **fifteen days** of issue of letter of intent, give his acceptance along with Performance Security as per Clause 5(a) of Section – VI, provided with the bid document, failing which his EMD may be forfeited and bid will be rejected.

19. SIGNING OF AGREEMENT:

19.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the Successful bidder shall be signed by the DoT within a week of submission of Security as per Clause 18.2 above.

19.2 As soon as the Bid is approved by the competent authority, the Bid Security deposited by the successful bidder shall be compulsorily converted in to the Performance security deposit, which will be held by the DoT till the completion of Contract Period.

19.3 "In the event of failure of the Bidder to sign the Agreement within **seven days** of being called upon to do so or in the event of his failure to start the work as stipulated, the amount of Earnest Money & performance security submitted vide Clause 18.2 above, shall stand forfeited and the acceptance of the Bid shall be re-considered and revoked which will not amount to imposing of penalty."

20. ANNULMENT OF AWARD :

Failure of the successful bidder to comply with the requirement of Clause 19 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid & performance securities, in which event, the DDG (TERM), Odisha may make the award to any other bidder at the discretion of the DoT or call for new bids.

21. Quantity :

The quantity of work indicated in Bid schedule shall not be considered as representing firm/final quantities. All works shall be measured by the O/o the DDG (TERM), Odisha; or his authorized representatives. Amount payable to contractor shall be on the basis of actual work done by him at the rate approved by DoT.

22. All these instructions to the Bidder shall be deemed to form part of the Agreement/Contract for the work.

--- End of Section –V (Part A) ---

Signature of the Bidder

SECTION - V (PART B)

Special Instructions to Bidders for e-Tendering

General:

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders' (GIB), as given in Section - V (Part A) of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, O/o The DDG (TERM), Odisha; has decided to use the website "www.eprocure.gov.in" through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry of Communications, Government of India. Benefits to Suppliers are outlined on the Home-page of the E-portal.

Instructions:

1. Tender Bidding Methodology:

Sealed Bid System 'single Stage – 2 e-Envelopes'.

In case of two e-Envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- a) Procure a Digital Signing Certificate (DSC)
- b) Register on NIC's (National Informatics Centre) Central Public Procurement Portal(CPPP)
- c) Create Users and assign roles on CPPP
- d) View Notice Inviting Tender (NIT) on CPPP
- e) Download Official Copy of Tender Documents from CPPP
- f) Clarification to Tender Documents on CPPP Query to DoT (Optional) View response to queries posted by DOT, as addenda.
- g) Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
- h) Attend Public Online Tender Opening Event (POTOE) on CPPP Opening of Techno-commercial Part.
- i) View Post-TOE Clarification posted by DoT on CPPP (Optional) Respond to DOT's Post-TOE queries.
- j) Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
- k) Participate in e-Reverse Auction on CPPP (Not applicable in this Tender).
- l) Submission of offline documents in sealed envelope at "O/o DDG, TERM Cell, Odisha, 4th Floor, Doorsanchar Bhavan, Bhubaneswar – 751022".
- m) Please take care to scanned documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- n) Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File name	Allowed or not allowed in CPPP	Reason for Allowed/Not allowed
QA Certificate	Not allowed	Space in between words/characters not allowed
QA Certificate(1)	Not allowed	Special characters not allowed

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QA_Certificate	Allowed	Underscore allowed between words /characters
QA Certificate	Allowed	Upper & lower cases allowed

- o) It is advised that all the documents to be submitted (See Clause 5 below) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ in Section - XII (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (**Preferably below 50 MB**) may be checked.

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

3. Digital Certificates:

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

4. Registration:

To use the NIC's Central Public Procurement Portal (<http://www.eprocure.gov.in>). Vendor needs to register on the portal. The vendor should visit the home-page of the portal (www.eprocure.gov.in) and to the e-procure link then select Bidders Manual Kit.

Note: Please contact NIC Helpdesk (as given below), to get your registration accepted/activated.

NIC Help Desk No. :

Telephone No. 1800 233 7315

Email ID:cphp-nic@nic.in (Please mark cc: support-nic@ncode.in)

DoT Contact, for TERM Cell, Odisha : Shri P. K. Dutta, Contact: 0674-2540880

5. Bid related Information for this Tender (Sealed Bid)

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

- Submission of Bid Security/Earnest Money Deposit (EMD)
- Submission of **digitally signed copy of Technical Bid** (pdf) & **Financial Bid** (Excel Sheet).
- Tender Documents/Addendum/Addenda
- Two Envelopes
 - Techno-commercial-Part
 - Financial-Part

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

NOTE: Bidder must ensure that after following above the status of bid submission must become – "Complete".

Bidders must ensure that all documents uploaded on e-Tender portal as files or zipped folders, **contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself/herself for proper extractability of uploaded zipped files.**

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-Tender software/server and will be bidder's responsibility only.

In case, the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data

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downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

6. **Offline Submissions:**

The bidder is requested to submit the following documents offline to “O/o The DDG, TERM Cell, 4th Floor, Doorsanchar Bhavan, Unit – IX, Bhubaneswar – 751022”, on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall be super-scribed as “**E-Tender for Providing Services of Manpower to O/o The DDG (TERM), Odisha**” and the words “**DO NOT OPEN BEFORE 1100 Hrs of Dt. 07/03/2017**”.

- a. Receipt of payment of EMD (Bid Security) in Original in accordance with Clause 4 of NIT.
- b. Receipt of payment of Tender Document fee in Original in accordance with Clause 4 of NIT

The envelope containing above receipts as asked above, is to be submitted on or before the last date and time of submission of Tender documents (11:00 Hrs of Dt. 06/03/017). If not submitted, the bid will be rejected. The Bidder has to upload the Scanned copies of all above mentioned original documents during Online Bid-Submission.

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

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

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

7. **Public Online Tender Opening Event (TOE)**

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

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

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

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screens.

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

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

8. Other Instructions:

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

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

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

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

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

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

9. Minimum Requirements at Bidders end

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

10. PRICE SCHEDULE/BOQ:

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

1. Download price schedule/BOQ in XLS format.
2. Fill rates in downloaded price schedule/BOQ as specified in XLS format only. Please enter only bidder name and rates in figures.
3. BOQ file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded Consolidated sheet/BOQ, price schedule/BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

--- End of Section–V (Part A and B) ---

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SECTION – VI

GENERAL (COMMERCIAL) CONDITION OF THE CONTRACT

1. APPLICATION:

The General conditions shall apply in contracts made by the DoT for the execution of Work in the O/o The DDG (TERM), Odisha at Bhubaneswar.

2. STANDARDS: -

The works to be executed under the contract shall conform to the standards prescribed practices.

3. PRICES:

- 3.1 Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.
- 3.2 Prices agreed will remain valid for the period of contract i.e. one year from the date of agreement. However, increase and decrease in minimum wages and service tax will have an effect on the price during this period. **However, the service charges quoted by the bidder will not vary during this period.**
- 3.3 The Bid schedule shall be read in conjunction with scope of work, instructions to Bidders and conditions of Contract and the Bidder/Contractor shall be deemed to have carefully examined all these documents. It is further understood and agreed that the Contractor by careful examination satisfied itself to the nature and the location of work, the labour conditions prevailing thereof, the detailed descriptions of the work to be done and the way in which they are to be carried out within the time schedule and all other matters which can in any way affect the works under the Contract before giving his tendered rates. The specifications for the entire work are to be read together and not in isolation.

4. SUBCONTRACTS:

- 4.1 The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances. If it is found that sub contracting has been done at any stage, the security deposit may be forfeited or/and penalty as applicable may be imposed or/and the Tender may be cancelled. The decision of the DDG (TERM) in this regard will be final.
- 4.2 Where the Contractor is a partnership firm, the previous approval in writing of the DDG (TERM) shall be obtained before any change is made in the constitution firm. Where Contractor is an individual or a Hindu undivided family business concerns such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement hereunder the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of above **Clause 4.1** thereof & the same action may be taken & the same consequence shall ensue as provided in said **Clause 4.1**.

5. SECURITY

(i) PERFORMANCE SECURITY

- a. The successful contractor shall deposit **additional security deposit in the form of Bank guarantee (Section – X) of any nationalized scheduled bank to the tune of 7.5% of estimated cost (i.e., Rs. 60,000/-) of work put to tender** at the time of agreement. This is in addition to the sum already deposited as bid security (due to conversion of bid security to security deposit) towards work security. The total amount (Rs. 80,000/-) **shall be called performance security**.
- b. The proceeds of the performance security shall be payable to the DoT as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- c. The Performance Security Deposit (SD) of the contractor shall be refunded after successful completion of the contract period provided there is no recovery to be made arising out of incomplete work and / or violation of any terms and conditions of the contract as stipulated in the bid document. Refund of SD is subject to full and final settlement of the final payment for the work contracted / executed under the

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contract.

- d. No interest will be paid to the contractor on the security deposit.
- e. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the DoT on any account whatsoever from this contract or any other contract with DoT and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bills of the contractor. This clause may please be read along with SET-OFF clause no. 14 of this section.

(ii) UNCLAIMED SECURITY DEPOSIT:

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

6. ISSUE OF WORK ORDERS AND TIME LIMIT:

- 6.1 The work order shall be issued for services of as mentioned in the NIT.
- 6.2 The work order(s) shall be issued by this office.
- 6.3 All items of works involved will be assigned by the officer in charge on daily basis.

7. PAYMENT TERMS:

- 7.1 All items of works involved will be assigned by the officer in charge on daily basis as per the instruction of the DDG (TERM) and shall be completed in all respects and entered in register of daily work done by the hired data entry operator
- 7.2 The contractor shall prepare the bill at the end of the month and submit the bills to the officer-in-charge of work, who shall record work done as per the Daily work register on the bill, certify and send the bill with the documents as mentioned below to the DDG (TERM) for payment of the bill.
 - First copy of bill (Payable Copy)**
 - Second copy of bill (Not for payment)**
 - EPF contribution paid challan of the last month**
 - ESI contribution as applicable paid challan of the last month**
 - Service Tax Paid as per prevailing instructions.**

8. PENALTY:

In the event of the contractor failing to:

- (i) Observe or perform any work as per Section-VIII; or
- (ii) Execute the work to the satisfaction of the DDG (TERM).
 - a) It shall be lawful for the DDG (TERM), in its discretion in the former event to remove or withhold the work until such time, as he may be satisfied.
 - b) In the event of discovery of any error or defect due to the fault of the contractor, the contractor shall be bound, if called upon to do so, to rectify such error or defect at his/her own cost to the satisfaction of and within the time fixed by the DDG (TERM).

Penalty will be applicable in case of failure to carry out works on monthly/daily basis assigned by Officer In-charge either in total or in part. **Amount of Rs. 450/- per day per semiskilled manpower and Rs. 400/- per day per unskilled manpower (at the base rate) shall be charged and shall be deducted from the bill.**

9. Termination for Insolvency:

- 9.1 The DoT may at any time terminate the Contract by giving written notice to the Contractor, without compensation to contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the DoT.
- 9.2 **Optional Termination by DoT (Other than due default of the contractor):**
The DoT may, at any time, at its option cancel and terminate this contract by written notice to the contractor to short close the tender without any compensation to the contractor. Contractor shall be paid for the work, which has been actually completed upto the date of such action by DoT.

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10. INDEMNITIES:

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

11. FORCE MAJEURE:

- 11.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event a may come to an end or cease to exist, and the decision of the DoT as to whether the work have seen so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- 11.2 Provided also that if the contract is terminated under this clause, the DoT shall be at liberty to take over from the contractor at a price to be fixed by the DoT, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the DoT may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the DoT elect to retain.

12. ARBITRATION:

- 12.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the DDG (TERM), Odisha or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the DDG (TERM), Odisha or by whatever designation such officers may be called (herein after referred to as the said officer) and if the DDG or the said officer is unable or unwilling to act as such to the sole arbitrator or some other person appointed by the DDG, or the said officer, The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is DoT Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as DoT Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such DDG or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 12.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the

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arbitration proceeding under this clause.

- 12.3 The venue of the arbitration proceeding shall be the Office of the DDG (TERM), Odisha or such other Places as the arbitrator may decide. The following procedure shall be followed:
- 12.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
 - 12.3.2 There should not be a joint submission with the contractor to the sole Arbitrator.
 - 12.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
 - 12.3.4 The onus of establishing his claims will be left to the contractor.
 - 12.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
 - 12.3.6 The “points of defense” will be based on actual conditions of the contract.
 - 12.3.7 The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual.
 - 12.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defense”.
 - 12.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

13. Set Off:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by the DoT or the govt. or any other person or persons contracting through the Govt. of India and set off the same against any claim of the DoT or Govt. or such other person or persons of payment of a sum of money arising out of this contract made by the Contractor with DoT or Govt. or such other person or persons contraction through govt. of India.

--- End of Section – VI ---

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SECTION – VII

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

- 1.1 The contracting firm / agency / Company shall be registered with appropriate authorities.
- 1.2 Services shall be from 0930 Hrs. to 1800 Hrs. on Monday to Friday with a lunch break of half an hour from 1330 Hrs. to 1400 Hrs. The contractor may be called upon for the services on Saturday, Sunday or Gazetted holidays also, if required, for which the payment will be made on hourly basis (proportionately) (considering one day as 8 Working Hours). No other emoluments shall be entitled to except actual bus fare for services outside office premises.
- 1.3 It will be the responsibility of the contractor to meet other transportation, food, medical and any other requirement of contractor's manpower for carrying out the contracted works. TERM Cell, Odisha; will have no liability in these regards at any stage.
- 1.4 For all intent and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower deployed for contractual services.
- 1.5 The contract shall be for a period of one year from the date of acceptance of the offer. The same may be extended if requirement arise.
- 1.6 The office of the DDG (TERM), at present, has requirement of workload equivalent to Four (4) semiskilled manpower & Two (2) unskilled manpower. The requirement may increase or decrease during the period of contract. The bidder shall have to provide additional manpower, if required with the same terms and conditions.
- 1.7 The bidder will be bound by the details furnished by him / her to this office, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides penalties and termination of contract.
- 1.8 The contracting agency shall ensure that the manpower deployed in TERM cell conforms to the technical specifications of age and language skills prescribed in the Tender Document.
- 1.9 The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual manpower who will be deployed by it in this Department before the commencement of work:
 - a) List of Manpower shortlisted by agency for deployment in the TERM Cell full details i.e. date of birth, marital status, address, etc;
 - b) Bio-data of the persons.
- 1.10 In case, the person employed by the successful Company/Firm/Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence and security risks, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work if required by the TERM cell, within 2 days of being brought to their notice.
- 1.11 The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the TERM cell.
- 1.12 The agency shall depute a co-coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the TERM Cell so that optimal services of the persons deployed by the agency could be availed without any disruption.
- 1.13 The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ given in penalty clauses from the service providing agency, besides deduction in payment on pro-rata basis.

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- 1.14 This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 1.15 The manpower deployed by the contractor shall not have any claims of Master and Servant relationship vies a does not vie TERM Cell nor have any principal and agent relationship with or against the TERM Cell.
- 1.16 The manpower deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc, regular/confirmed manpower during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will have any claim for absorption in the regular/ otherwise capacity in the TERM cell. The Contractor must make this known the above to the manpower of the contractor.
- 1.17 The contractor shall be solely responsible for redress of grievances/resolution of dispute relating to the manpower deployed.
- 1.18 The contractor shall be required to pay minimum wages as prescribed under the Minimum Wages Act, 1948 and its subsequent amendments. The contractor will be responsible for compliance of all statutory provisions relating to Minimum wages, Employee Provident Fund and Employees State Insurance etc. in respect of persons deployed in this office. Further, it will be the responsibility of the contractor to remit the amount of ESI & EPF (both employee's contribution and employer's contribution) timely to respective offices of ESI & EPF (Proof to be submitted to this office). The contractor will maintain proper record as required under the Law/Acts.
- 1.19 **Conduct:**
- (i) The personnel employed by the contractor should be courteous and polite in behavior towards all the officers and the TERM cell establishment. The personnel will be bound to observe all instructions issued by TERM cell authority concerning general discipline and behavior.
 - (ii) Equipment like TV, A/C in rooms etc. shall not be used by the contractor or his personnel.
 - (iii) The penalty clause will apply if the personnel engaged are found/ reported to be demanding tips in cash/ kind. This may also lead to cancellation of contract.
 - (iv) The contractor will ensure that the personnel employed are not loitering in the corridors chewing pan or smoking. The personnel shall not indulge in playing cards, consuming liquor or narcotics or indulging in gossip with any outsider while on duty within the premises of TERM cell.
 - (v) The personnel should leave the campus immediately after completion of their job on the campus.
 - (vi) If any employee's work is not satisfactory, the matter will be reported to the contractor and the contractor shall not deploy such personnel.
 - (vii) The personnel will abstain from taking part in any staff union and association activities.
- 1.20 **Theft:**
- The contractor shall be responsible for any theft of the items from the rooms or any other area of the office. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of DoT authorities on this will be final and binding on the contractor.
- 1.21 **Payments:**
- (i) If for any reason work is done for only a part of the month, payment will be made on pro – rata basis for the number of days work has been per formed assuming 30 days in a month. This is without prejudice to the penalty to be imposed for contractual defaults.
 - (ii) The Contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/ Acts.
- 1.22 **Deductions:**
- (i) In case the contractor fails to execute/ perform the assigned works or a part thereof, DoT shall be authorized to make suitable deductions as deemed fit by DDG from the bills of the contractor and damages will be charged to the extent of loss.
 - (ii) In case of any unsatisfactory service deduction upto10% of the amount due during the month will be imposed on the Contractor.
 - (iii) In case of late attendance/ absence during working hours/ loitering during working hours by any personnel, the DDG reserves the right of reduction of any amount from the bills payable.
- 1.23 **Provision for Termination/Extension**

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The contract will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the DDG (TERM). The period of contract can be extended for a further period of one year at the discretion of the DDG. After expiry of the extended period the contract will automatically come to an end and no separate notice will be given.

- 1.24 Payment shall be made only to the contractor and on monthly lump sum basis as per actual service.
- 1.25 The TERM Cell, Odisha, shall accept the work only after satisfactory completion certificate in charge, designated by the DoT, as per prescribed schedule.
- 1.26 The DoT reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the DoT.
- 1.27 The DoT reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 1.28 The DoT reserves the right to counter offers price(s) against price(s) quoted by any bidder.
- 1.29 Any clarification issued by DoT, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 1.30 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Officer In charge who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.31 If at any time after the commencement of the work, the DoT may feel that execution of work, as specified in the Bid is not required to be carried out, then the DoT shall give notice in writing or the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full period of the contract not having been carried out.
- 1.32 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the DoT shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any Govt promissory notes etc., forming the whole or part of such security or running/Final bill pending against any contract with the DoT, In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with DoT. Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to DoT on demand the balance remaining due.
- 1.33 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering department or any other department of the Govt. of India is allowed to work as a contractor for a period of two years after his retirement from Govt./DoT service without the previous permission of Govt of India. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such person who hadn't obtained the permission of Govt. of India as aforesaid before submission of the engagement in the contractor's service as the case may be. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature from the DoT/Govt. for his illegal act.
- 1.34 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation or having received order or other order insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, The DDG (TERM) shall have the power to terminate the contract without any notice.
- 1.35 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the DDG (TERM) on behalf of the DoT can terminate the contract without compensation to the contractor. However the DDG, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of the shall be the final.
- 1.36 In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his

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properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

- 1.37 The successful bidder shall furnish the following documents in respect of the individual operator who will be deployed in this office before commencement of work:
- List of operators short listed by agency for deployment at the TERM cell, Odisha containing full details i.e. name, date of birth, father's name, marital status, address. Contact number, etc.
 - Biodata of the person with photo duly countersigned by the contractor.
 - Copy of certificates of the deployed person viz. ID proof, address proof, educational qualifications duly self attested (and other information if any) and countersigned by the contractor.

1.38 **Interpretation of the contract document:** -

The representative of the DDG (TERM) and the contractor shall be as far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred to the DDG (TERM) whose decision shall be final and shall be binding on the Contractor.. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

The Contractor shall be an independent Contractor and shall have complete charge of the men/women engaged in the performance of the works to be performed hereunder and shall perform the work in accordance with his own methods and at his own risk subject to compliance with contract documents. The Contractor shall throughout the stipulated period of the contract execute the work in the best and most substantial workman like manner and both as regards material and otherwise in respect, in strict accordance with the contract document or such additional particulars, instructions and drawings as may be found requisite to be given during carrying on of the works any unit person or any one not capable or not properly qualified to properly perform the work assigned to him. The Contractor shall also not employ in respect of the works any employee that the Officer In charge may for any reason object to.

- 1.39 The contract will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the DDG (TERM).

2. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM / AGENCY

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

- The Registered Office or one of the Branch Offices of the manpower Company/ Firm/ Agencies **must be located at Bhubaneswar.**
- The manpower Company/ Firm/ Agency should be registered with the appropriate authority.
- The Company/ Firm/ Agency should have at least two years experience certificate for last two financial years (2014-15 and 2015-2016) in providing manpower to Public Sector Companies/Banks and Government Departments/Institutions (Please see Clause 3 of the NIT).
- The Company/ Firm/ Agency should have its own Bank Account. They should be registered with Income/ Service Tax Departments, EPF authorities, Employees State Insurance Acts, Central Labour and any other required organization(s).

3. TECHNICAL REQUIREMENTS FOR SEMISKILLED MANPOWER

- He/She should be able to read and write English and also be able to read addresses and names in English. The nature of services shall include carrying out all works as per **Section – VIII**. The manpower to be engaged should be between 21-40 years of age.
- He/She should have knowledge of working in MS Office and database software.

4. NOTIFICATION:

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

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5. Shut down on account of weather conditions :

- 5.1 The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the DoT or deemed advisable on account of bad weather conditions or other Force majeure conditions.
- 5.2 **Any lapse in the proper fulfillment of contract along with various terms and conditions shall result in forfeiture of the security deposit and disqualifications or in case of any theft / loss / fraud the amount will be recovered from the Contractor monthly Payment Bill or from the security deposit amount.**

6. TAXES AND DUTIES:

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

7. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

The contractor is fully responsible for taking all possible safety precaution during actual performance of the works.

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

7.1 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

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

7.2 Obtaining License before commencement of work:

- (a) The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have **a valid license** until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.
- (b) Subject to the provisions of the Contract Labour (Abolition and Regulation Act, 1970) as amended from time to time, the contractor shall not commence actual work unless he/she produces a **receipt from the concerned Licensing Authority that he has applied for licensing authority**, which may be produced within the period of 15 days of commencing the work.

7.3 Contractor's Labour Regulations:

- a) Working Hours: Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- b) When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- c) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- d) Where the minimum wages prescribed by the Govt, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

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

7.4 Payment of Wages:

- 7.4.1 The contractor shall fix wages periods in respect of which wages shall be payable.
- 7.4.2 No wage period shall exceed one month.
- 7.4.3 The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- 7.4.4 **The wages should be paid in cash or in the account of the person or as per prevailing instruction of Govt. of India in this regard, employed by contractor.**
- 7.4.5 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 7.4.6 All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hour of the last working day.
- 7.4.7 Wages due to every worker shall be paid to him/her directly or to other person authorized by him/her on one's behalf.
- 7.4.8 All wages shall be paid in current coin or currency or in both.
- 7.4.9 Wages shall be paid without any deductions of any kind except those specified by the Central Govt. by general or special order in this regard or permissible under the Payment of Wages Act, 1956.
- 7.4.10 A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- 7.4.11 It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- 7.4.12 The contractor shall obtain from the Officer In-charge or any other authorized representative of the Officer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form: -
 "Certified that the amount shown in the column No..... has been paid to the workman concerned in my presence on..... at....."

7.5 Fines and deductions, which may be made from wages :

- 7.5.1 The wages of a worker shall be paid to him/her without any deduction of any kind except the following: -
- Fines
 - Deductions for absence from duty i.e., from the place or the places where by the terms of his/her employment he/she is required to work. The amount of deduction shall be in proportion to the period for which he/she was absent.
 - Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - Deductions for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
 - Any other deductions, which the Central Govt./DoT may from time to time, allow.
- 7.5.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.
- 7.5.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 7.5.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

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8. LABOUR RECORDS:

- 8.1 The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour (R&A) Central Rules 1971
- 8.2 The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under contract in form XVI of the CL (R&A) Rules 1971.
- 8.3 The contractor shall maintain a Wages Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971.
- 8.4 **Register of accidents** – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars: -
- a) Full Particulars of the labourers who met with accident.
 - b) Rate of wages.
 - c) Sex
 - d) Age
 - e) Nature of accident and cause of accident
 - f) Time and date of accident
 - g) Date and time when admitted in hospital
 - h) Date of discharge from the hospital
 - i) Period of treatment and result of treatment
 - j) Percentage of loss of earning capacity and disability as assessed by Medical officer.
 - k) Claim required to be paid under Workmen's Compensation Act.
 - l) Date of payment of compensation
 - m) Amount paid with details of the person to whom the same was paid
 - n) Authority by whom the compensation was assessed
 - o) Remarks.
- 8.5 The contractor shall maintain a Register of fines in the form XII of the CL (R&A) Rules 1971 The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission of which fines can be imposed.
- 8.6 The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971.
- 8.7 The contractors shall maintain a Register of Advances in Form XXIII of CL (R&A) Rules 1971.
- 8.8 The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971.
- 8.9 **Attendance card-cum wage slip**
- 8.9.1 The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
 - 8.9.2 The card shall be valid for each wage period.
 - 8.9.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
 - 8.9.4 The card shall remain in possession of the worker during the wages period under reference.
 - 8.9.5 The contractor shall complete the wages slip portion on the reverse of the card a least a day prior to the disbursement of wages in respect of the wage period under reference.
 - 8.9.6 The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.
- 8.10 **Employment card**
The contractor shall issue an Employment Card in the Form XIV of CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker.
- 8.11 **Service certificate**
On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the CL (R&A) Central Rules 1971.
- 8.12 **Preservation of labour records:-** The labour records and records of fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or another officers authorized by the Ministry of Communication in this behalf.
- 8.13 The Engineer-in-Charge may require contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.
- 8.14 **Power of labour officer to make investigations or enquiry**
The labour officer or any person authorized by the Govt. on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wages clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.
- 8.15 **Report of Investigating officer and action thereon**

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The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extend, if any to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the laborers concerned. The Engineer in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer of the authorized officer as the case may be.

8.16 **Inspection of Books and Slips**

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Govt. on his behalf.

8.17 **Submission of Returns**

The contractor shall submit periodical returns as may be specified from time to time.

8.17 **Amendments**

The Govt. may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.

9 INSURANCE: -

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

10 COMPLIANCE WITH LAWS AND REGULATION:

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

11. REGISTRATION WITH EPF/RPF COMMISSIONER

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

11.2 Each claim Bill of contractors must accompany the

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

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12. **The successful bidder shall submit the EPF Registration certificate of the Firm within one month from the date of acceptance of tender as applicable under the appropriate law.**
13. The DDG (TERM), Odisha, has got every right to terminate/foreclosure prematurely, i.e., the Contract may be closed before the normal closure (One year), by serving one month notice.
14. The successful bidder shall submit the Labour licenses certificate of the Firm within one month from the date of acceptance of tender/ 15 days from date of commencement of work as applicable under the appropriate law.

--- **End of Section–VII** ---

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SECTION - VIII

Scope & Specification of Work of Manpower Services

1. No. of unskilled manpower = 2 (Two)
2. No. of semiskilled manpower = 4 (Four)
3. Period of Contract = 1 year, extendable upto further six months, if mutually agreed on same rates and terms & conditions.
4. **Scope of Work For unskilled Manpower:**
 - a) Opening and closing of office. The keys may have to be kept with them.
 - b) Regular cleaning, dusting of furniture, instruments & tools, computers, etc. so as to maintain general cleanliness and hygiene in the office.
 - c) Attending the calls of the officers' (viz. making/serving tea/water, etc.)
 - d) Making sitting arrangements at the time of meetings.
 - e) Sweeping & Cleaning of Floor of all office space & Toilet(s). The person(s) employed is to sweep & wipe the floors of all rooms, corridors, Meeting hall, etc & clean one toilet with phenyl water or floor cleaner, on all working days before 09.00 AM in TERM Cell, Odisha. The office may be required to be opened on Holidays, for which the same are needed to be cleaned on these days as well. Material shall be provided by the office.
 - f) Dispatch and delivery of official letters by messenger, ordinary /registered/ speed post.
 - g) Distribution of office letters & files of general nature among the officers.
 - h) Any other work not listed above, as and when required by the office.
5. **Scope of Work For Semiskilled Manpower:**
 - a) Photocopying, faxing, making sets of reports, etc.
 - b) Dispatch and distribution of official letters/Dak.
 - c) Assisting the office staff in maintenance of files and records.
 - d) Assisting the office in generating reports and other office works including data entry.
 - e) Typing English and Hindi letters in MS Word on computer.
 - f) Creating Excel sheets, entering data, creating files/folders and maintaining the same.
 - g) Receiving daily Dak in inward section and Dispatching daily Dak in outward section and maintaining the record of the same in Excel Sheet.
 - h) Scanning and Photo Copying of documents.
 - i) Sending E-mails and faxes.
 - j) Assisting in arrangements of meetings, inspections
 - k) Register and File keeping
 - l) Any other work not listed above, as and when required by the office.

The DDG (TERM), Odisha, has got every right to terminate/foreclosure prematurely, i.e., the Contract may be closed before the normal closure (One year), by serving one month notice.

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SECTION – IX

AGREEMENT

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

Where as the contractor has offered to enter into contract with the said DoT in section for the execution of work and other associated works in DDG (TERM), ODISHA within Odisha jurisdiction) on the terms and conditions herein contained and the rates approved by the DoT (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

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

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

In witness whereof the parties hereto have hereunto set their respective hands and seal on the day and year first hereinabove written.

Signed, sealed & Delivered by the above named Contractor

in the Presence of Witness :

- 1.
- 2.

Signed, sealed & Delivered on behalf of the DoT

in the Presence of Witness :

- 1.
- 2.

Signature of the Bidder

SECTION – X**PERFORMANCE SECURITY BOND FORM**

Tender No. : TERM/OR/Manpower Tender/2015-16/56, Dated : 13/02/2017

1. In consideration of DDG (TERM), Odisha at Bhubaneswar (herein after called the DoT, New Delhi) having agreed to exempt _____(herein after called the said contractor(S) from the demand of security deposit/earnest money of Rs. _____on production of Bank Guarantee for Rs._____. For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____we, (name of the Bank) _____(herein after referred to as “the Bank”) at the request of _____Contractor’s do hereby undertake to pay to the DDG (TERM), Odisha, at Bhubaneswar an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the DDG (TERM), Odisha, reason of any breach by the said contractor’s of any of the terms & conditions contained in the said agreement.
2. We (Name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG (TERM), Odisha, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DDG (TERM), Odisha at Bhubaneswar reason of breach by the said contractor’s of any of terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the DDG in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.
3. We undertake to pay to the DDG (TERM), Odisha at Bhubaneswar, any money so demanded not withstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the 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 the bank) _____further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the DDG (TERM), Odisha at Bhubaneswar , under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.
5. We (name of the bank) further agree with the DDG (TERM), Odisha that the DDG shall have

Signature of the Bidder

the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & condition of said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG against the said any contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the DDG or any indulgence by the DDG 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 effect of so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by DDG (TERM), Odisha at Bhubaneswar.

Dated : _____

For

(Indicating the name of the bank)

N. B. : This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

Signature of the Bidder

SECTION - XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender NIT Number _____

Subject: Authorization for attending bid opening on _____ (date) in the tender of

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

Order of Preference	Name	Specimen Signatures
---------------------	------	---------------------

I

II

Alternate
Representative

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

No.

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

Signature of the Bidder

SECTION - XII

INSTRUCTIONS FOR FILLING OF FINANCIAL BID FORM (BoQ)

Tender No. : TERM/OR/Manpower Tender/2015-16/56, Dated : 13/02/2017

Financial Bid for providing Services of Manpower to the office of the DDG (TERM), Odisha, at Bhubaneswar.

1. Financial Bid (BoQ) – Financial Bid Form (BoQ) must be downloaded separately from “www.eprocure.gov.in”, filled up and uploaded online at “www.eprocure.gov.in” under Financial Bid (BoQ).
2. The **BOQ template must not be modified/replaced** by the bidder. The same is to be uploaded after filling the relevant columns. Else, the bidder is liable to be rejected for this Tender. Bidders are allowed to enter the Bidder’s Name and Values only.
3. The serial no. 1 in BoQ in both Tables a & b, have been calculated as per the prevailing daily wages. Accordingly, the EPF (Sl. No. - 2) and ESI (Sl. No. - 3) have been calculated as per the prevailing rates. The Sl. Nos. 1, 2 and 3 are not to be modified/edited, while quoting in both the tables.
4. **The Bidder has to quote the following rates for Provision of Manpower Service at serial no. 4 of both the tables a & b:**

Table a : Monthly Service charge per semiskilled manpower (X).

Table b : Monthly Service charge per unskilled manpower (Y).

5. **Evaluation Formulae** : The L1 bidder will be the Lowest of $(4*X+2*Y)$, where “X” & “Y” are the quoted rates (in percentage) by the respective bidders. 100 % of the work will be awarded in favour of the L1 bidder.

If more than one bidder is qualified as L1 bidders, the work may be equally distributed among the L1 bidders. However, the decision of the DDG (TERM) will be final and binding for the L1 bidders, in this regard, including cancellation of Tender.

6. **The rates should be inclusive of all statutory/taxation liabilities** (except service tax which shall be paid as applicable from time to time).
7. Service Tax shall be paid by the Service Provider as per the GoI Rule and subsequent amendments from time to time. As of now, 100 % of service tax on item 1 of both tables a & b, shall be borne by DoT. The Contractor will deposit 100 % of Service Tax to the concerned Department and place the claim for the same from TERM Cell, Odisha.
8. **Negative bid/quote shall be straightaway rejected.**
9. **If the quote/bid seems to be illogical or impracticable for satisfactory execution of the works mentioned in Section - VIII, the Tendering Authority, i.e., DDG (TERM) has got every right to reject the bid without giving any notice.**
10. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable.
11. The contractor will be required to pay **minimum wages**.

Rates should be quoted in percentage only. The rate sheet on the next page is for reference only.

Signature of the Bidder

Rates Sheet
(Financial Bid for Providing Manpower Services in O/o DDG, TERM Cell, ODISHA)

Tender No. : TERM/OR/Manpower Tender/2015-16/56, Dated : 13/02/2017

The tables a) and b) below are for the purpose of reference only. The bid/quote is not to be placed here. Instead, the BoQ file (.xls) is to be downloaded from the website “eprocare.gov.in”. The quotes are to be placed in the BoQ file. After filling up the name and quotes, the same is to be uploaded to the same website.

a) Semiskilled Manpower

Sl. No.	Description of item	Scheduled Rate (In Rs.)	
		In figures	In words
1	Monthly Rate per Semiskilled manpower as per prevailing minimum wage act for Bhubaneswar	7766/-	Seven Seven Six Six
2	EPF Contribution @ 13.36% of (1) above	1038/-	One Zero Three Eight
3	ESI @ 4.75% of (1) above	369/-	Three Six Nine
4	Monthly Service charge per semiskilled manpower	Please don't quote here.	Please don't quote here.

b) Unskilled Manpower

Sl. No.	Description of item	Scheduled Rate (In Rs.)	
		In figures	In words
1.	Monthly Rate per Unskilled manpower as per minimum wages act for Bhubaneswar	6864/-	Six Eight Six Four
2.	EPF Contribution @ 13.36% of (1) above	917/-	Nine One Seven
3	ESI @ 4.75% of (1) above	326/-	Three Two Six
4	Monthly Service charge per unskilled manpower	Please don't quote here.	Please don't quote here.

Note 1 : Service Tax shall be paid by the Service Provider as per the GoI Rule and subsequent amendments from time to time. As of now, 100 % of service tax on item 1 of both a & b above, shall be borne by DoT. The Contractor will deposit 100 % of Service Tax to the concerned Department and place the claim for the same from TERM Cell, Odisha.

Note: 2 : Negative bid/quote shall be straightaway rejected.

Note 3 : If the quote seems to be illogical or impracticable for satisfactory execution of the works mentioned in Section – VIII, the Tendering Authority has got every right to reject the bid.

----- **End of SECTION – XII** -----

Signature of the Bidder

ANNEXURE – I

**Declaration regarding Blacklisting /Non-Blacklisting From
Taking Part in Govt. Tender by DoT/Govt. Dept./PSUs**

Tender No. : TERM/OR/Manpower Tender/2015-16/56, Dated 13/02/2017

(To be executed & attested by Public Notary/Executive Magistrate on Rs. 100/- Stamp paper by the bidder)

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

Or

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

In case, the above information found false I/We are fully aware that the tender/contract will be rejected/cancelled by the DoT, and EMD/SD shall be forfeited. In addition to the above, the DoT will not be responsible to pay the bills for any completed/partially completed work.

SIGNATURE OF THE BIDDER WITH SEAL

Signature of the Bidder

ANNEXURE – II

Declaration of Non-tempering of Tender Document

Tender No. : TERM/OR/Manpower Tender/2015-16/56, Dated : 13/02/2017

I / We declare that:-

Proprietor/Partner(s)/Director(s) of M/s
..... hereby declare that I/We has/have
not tampered the Tender document no.: “Tender No. : TERM/OR/Manpower
Tender/2015-16/56, Dated 13/02/2017”.

SIGNATURE OF THE BIDDER WITH SEAL

Signature of the Bidder

Annexure – III

Certificate for the Documents Downloaded from the Website

Tender No. : TERM/OR/Manpower Tender/2015-16/56, Dated 13/02/2017

"I/We hereby declare that the tender document submitted has been downloaded from the website “**www.eprocure.gov.in**” or “**www.dot.gov.in**” and no additional/deletion/correction has been made in the document downloaded. I have made the payments towards the cost of Tender document and EMD."

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

SIGNATURE OF BIDDER WITH SEAL

Signature of the Bidder

Annexure – IV

DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS OF THE TENDER

Tender No. : TERM/OR/Manpower Tender/2015-16/56, Dated : 13/02/2017

1. I/We, Director/authorized signatory of the Company M/s _____, is competent to sign this declaration and execute this tender document.

2. I have carefully read, understood and accept all the terms and conditions of the tender and undertake to abide by them.

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

SIGNATURE OF THE BIDDER WITH SEAL

Signature of the Bidder

Annexure – V**LIST OF DOCUMENTS TO BE SUBMITTED (ALONG WITH QUALIFYING BID)**

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

1. Bid Security in accordance to Clause 7, Section – IV.
2. Bid document(s), in original, duly filled in and signed by Bidder or his authorized representative along with seal on each page. All conditions and over writing must be initialed with date by the Bidder or his authorized representative.
3. Self attested copy of Latest income tax return (AY 2016-17).
4. The Registration of Firm: The authenticated copy of partnership deed in case of partnership firm, copy of Memorandum of Association in case of Company.
5. Bid Form, duly filled in, as per Section - II.
6. Bidder's profile duly filled in, as per Section - III of the Bid document.
7. Certificate of near relatives (Section - IV).
8. Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
9. The copy of the experience certificate of similar work in last 2 financial years (2014-15 and 2015-16) for the min. amount mentioned Clause 3 of NIT.
10. Self attested copy of PAN/GIR No. (In case of Partnership firms, the PAN No. of the firm will be submitted).
11. Self attested copy of Service Tax registration No, (If any) issued by competent authority.
12. Self attested copy of EPF registration certificate (if any) issued by competent authority.
13. Self attested copy of ESI registration certificate (if any) issued by competent authority.
14. Instruction to Bidders (Section - V, (Part A & B)).
15. General (Commercial) Conditions of the contract (Section - VI).
16. Special Conditions of Contract (Section - VII).
17. Scope & Specification of Work of Manpower Services (Section - VIII).
18. Agreement (Sample) (Section - IX).
19. Performance Security Bond Form (Section - X).
20. Letter of Authorization for Attending Bid Opening (Section - XI).
21. Instructions for filling of Financial Bid Form (BoQ) (Section - XII)
22. Declaration regarding Blacklisting /Non-Blacklisting From Taking Part in Govt. Tender by DoT/Govt. Dept./PSUs (to be executed & attested by Public Notary/Executive Magistrate on Rs. 100/- Stamp paper by the bidder separately) (*Annexure – I*).
23. Declaration of Non-tempering of Tender Document (*Annexure – II*).
24. Certificate for the Documents Downloaded from the Website (*Annexure – III*).
25. Declaration regarding acceptance of terms & conditions of the Tender (*Annexure – IV*).
26. **Financial Bid** – Financial Bid Form (BoQ), must be downloaded separately from "www.eprocure.gov.in", filled up and uploaded online at "www.eprocure.gov.in" under Financial Bid (BoQ)
27. List of documents to be submitted (along with qualifying bid) (This Sheet : *Annexure – V*).
28. Any other documents if mentioned/required as per the Tender requirement.

Signature of Bidder with Seal

Signature of the Bidder