

e-TENDER DOCUMENT

e-Tender for Outsourcing of Office Upkeep, House Keeping and Data Entry Services for the O/o Advisor, DOT, North East LSA, Shillong

1-6/6/2017-18/TNE1/08 Dated 22.12.2017

**GOVERNMENT OF INDIA
DEPARTMENT OF TELECOMMUNICATIONS
O/o ADVISOR, NORTHEAST LSA, SHILLONG
3rd FLOOR, CTO BUILDING, IGP POINT, SHILLONG (MEGHALAYA) - 793001**

(Visit at www.eprocure.gov.in and www.dot.gov.in)

TABLE OF CONTENT

E-TENDER DOCUMENT 1

SECTION - I NOTICE INVITING E-TENDER..... 3

SECTION - II INSTRUCTIONS TO BIDDERS..... 4

SECTION - III GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT 13

SECTION - IV SPECIAL CONDITIONS OF CONTRACT 18

SECTION - V SERVICES TO BE PROVIDED 23

ANNEXURE - I PROFILE OF BIDDER..... 25

ANNEXURE - II NO NEAR-RELATIVE DECLARATION AND CERTIFICATES 26

ANNEXURE - III PERFORMANCE SECURITY BOND FORM..... 27

ANNEXURE - IV BID FORM 29

ANNEXURE - V WAGES TO BE PAID TO THE MANPOWER, SERVICE CHARGES & EVALUATION FORMULA... 30

SAMPLE PRICE SCHEDULE / SAMPLE BOQ: 31

SECTION - I NOTICE INVITING e-TENDER

**Govt. of India
Department of Telecommunications
O/o Advisor, NorthEast LSA, Shillong
3rd FLOOR, CTO BUILDING, IGP POINT, SHILLONG (MEGHALAYA)-793001**

**Tender No. 1-6/6/2017-18/TNE1/08
Dated 22.12.2017**

e-Tenders are invited by the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) on behalf of President of India, from reputed Firms/Companies/Agencies for providing manpower and Data Entry Operators for Outsourcing of Office Upkeep, House Keeping and Data Entry Services for the O/o Advisor, DOT, North East LSA at Shillong. Estimated number of THREE skilled, THREE semi-skilled and TWO unskilled manpower/data Entry Operators are to be provided.

Estimated cost of Tender	Rs. 1320500/-
Earnest Money Deposit (EMD)	Rs. 26500/-
Date/Time of Publishing of e-Tender	1200 Hrs of 22.12.2017
Document Download Start Date/Time	1200 Hrs of 22.12.2017
Document Download End Date/Time	1700 Hrs of 15.01.2018
Clarification Start Date/Time	1200 Hrs of 22.12.2017
Clarification End Date/Time	1700 Hrs of 29.12.2017
Bid Submission Start Date/Time	1200 Hrs of 01.01.2018
Bid Submission End Date/Time	1700 Hrs of 15.01.2018
Last Date & Time for physical submission of original DD/Banker's Cheque/Pay order towards EMD or attested copy of valid NSIC/MSME certificate	1600 Hrs of 16.01.2018
Date/Time of opening of Techno-commercial Bid	1700 Hrs of 16.01.2018

The tender document is available on Central Public Procurement Portal (CPP Portal) on website <http://eprocure.gov.in>. The intending bidders may download the e-tender document from the above mentioned website. The interested bidders may submit the bids online at <https://eprocure.gov.in> in two bids systems {i.e. (i) Techno-commercial Bid and (ii) Financial Bid} in the prescribed proforma. Bids are to be submitted online only through the e-procurement portal at <https://eprocure.gov.in/eprocure/app>. All the documents in support of bid are also to be scanned and uploaded along with the tender document. Bid submitted/sent by any other mode will not be accepted.

The Earnest Money Deposit(EMD) in the form Demand Drafts/Banker's Cheque/Pay order payable at Shillong, should be drawn in any Scheduled/Nationalised bank in India, in favour of C.A.O. (Cash), O/o CCA NE, Shillong. The e-Bid submitted without EMD in the prescribed format or valid NSIC/MSME certificate of exemption for the tendered items will not be accepted.

**Sr.SDE(Admn), DOT, O/o Advisor NE LSA, Shillong (Meghalaya)
Phone (O) : 0364-2220647
FAX No.: 0364-2220415**

Copy to:

1. C.A.O. (Cash), O/o CCA NE, Shillong(Meghalaya)
2. Notice Board

SECTION - II

INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS:

- a. "The Purchaser" means the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya).
- b. "The e-bidder" means a Company or Firm or Agency who participates in this tender and submits its e-bid. (hereafter e-bidder and e-bid shall be referred as bidder and bid respectively)
- c. "The Supplier/Contractor" means a Company or Firm or Agency supplying the goods, manpower and/or services under the contract.
- d. "The Services" means all the jobs that the Contractor is required to perform under the contract.
- e. "The Letter of Intent" means the intention of the Purchaser to enter into the contract with the successful bidder.
- f. "The Purchase/Work Order" means the order placed by the Purchaser on the Contractor signed by the Purchaser/Reporting Officer/Consignee including all attachments and appendices thereto and all documents incorporated by reference therein. The first Purchase/Work Order shall be deemed as "Contract" appearing in the document.
- g. "The Reporting/Controlling Officer/User" means the officer of the **O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya)** to whom the manpower deployed by the Contractor will report.
- h. "The Contract Price" means the price payable to the Contractor under the Purchase/Work Order for the full and proper performance of its contractual obligations.

1.1 REGISTRATION AT e-PROCUREMENT PORTAL:

For participating in bidding through the e-procurement portal i.e. the Central Public Procurement Portal (CPP Portal) of the Govt. of India, it is necessary for the bidders to be the registered users of the e-procurement portal; <http://eprocure.gov.in> . For Bidders guidance **Bidders Manual Kit** is available at <http://eprocure.gov.in/eprocure/app>.

2.0 ELIGIBLE BIDDERS:

- 2.1 Bidder should be registered with the Labour Department of the Centre/State Government.
- 2.2 Bidder should have experience of providing manpower and Data Entry Operators of a total of Rs. 5 Lacs in Govt. offices/PSUs during any of the last two financial years (FY 2015-16 or 2016-17). For this, bidder shall submit copy/copies of Work Orders/contracts/Certificates from the concerned Govt. offices/PSUs.
- 2.3 Bidder should also have other valid documents as required for the techno-commercial bid as per Clause 6.2 of Section-II below.

3.0 COST OF BIDDING:

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

4.0 DOCUMENTS COMPRISING THE e-TENDER:

- 4.1 The goods/services required, bidding procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
- a. Notice inviting tender
 - b. Instructions to bidders
 - c. General (Commercial) conditions of contract
 - d. Special conditions of contract
 - e. Services to be provided
 - f. Profile of bidder
 - g. No near Relative Declaration and Certificates
 - h. Performance security bond form
 - i. Bid Form
 - j. Wages to be paid to the manpower, Service Charges & Evaluation formula
 - k. Sample Price Schedule (Sample BoQ)
- 4.2 Price Schedule/Bill of Quantities (BoQ) shall be filled separately online in Financial Bid of the tender, as per the procedure given in Bidders Manual Kit.
- 4.3 The bidder is expected to examine all instructions, forms, specifications, terms & conditions in the tender document and amendments/ clarifications, if any, before submitting it. Failure to furnish all information as per the tender document or submission of e-bid not as per the requirement of tender document in every respect will be at the bidders risk and may result in rejection of the said e-bid.

5.0 CLARIFICATIONS/AMENDMENTS OF TENDER DOCUMENT:

- 5.1 A prospective bidder requiring any clarification on the tender document shall upload its queries on the e-procurement portal prior to **1700 HRS OF 29.12.2017**.
- 5.2 Purchaser shall upload the response to such queries, which are received in due time, generally by 7 days prior to the date of opening of the bids.
- 5.3 At any time, prior to the date of submission of bids, Purchaser may, for any reasons whether at its own initiative or in response to a clarification sought by a prospective bidder, modify the e-tender document by amendments.
- 5.4 The amendments/clarifications, if any, which are uploaded on the portal www.eprocure.gov.in shall form an integral part of the tender document, and shall be binding on all the bidders.
- 5.5 It shall be the sole responsibility of the prospective bidders to check the web site <http://eprocure.gov.in> from time to time for any amendment in the e-tender documents. In case of failure to get the amendments, if any the department shall not be responsible for it. Interested bidders are required to keep abreast of latest corrigendum(s) issued by Purchaser till the date of submission of bid.

6.0 DOCUMENTS COMPRISING THE BID AND SECURING THEREOF:

The bid prepared by the bidder shall comprise of:

- (1) Techno-commercial bid, and**
- (2) Financial bid**

- 6.1 All the documents to be submitted under the bid must be uploaded in pdf format along with scanned copy of Demand Draft/Banker's Cheque/Pay order payable at Shillong (Meghalaya) for Earnest Money Deposit (EMD) or valid NSIC/MSME certificate of exemption for the tendered items. However, original Demand Drafts/Banker's Cheque/Pay Order i.r.o. EMD or attested copy of valid NSIC/MSME certificate shall be submitted to Sr.SDE(Admn), DOT, O/o Advisor NE LSA, Shillong in Room No. 402, 3rd Floor, CTO Building, Near IGP Point, Shillong(Meghalaya)-793001 upto 1600 Hrs of 16.01.2018. The Purchaser reserves the right to seek actual documents for any uploaded documents during evaluation of the e-bid.
- 6.2 **The Techno-commercial e-bid for 1-6/6/2017-18/TNE1/08 dated 22.12.2017 should contain:**
- a Scanned copy of Demand Draft/Banker's Cheque/Pay order payable at Shillong from Scheduled/Nationalised Bank of India for the prescribed amount (Rs. 26500/-) of Earnest Money Deposit (EMD) or valid NSIC/MSME certificate of exemption for the tendered items and documents, as applicable.
 - b Scanned copy of Board Resolution/Power of Attorney or letter of authorization duly signed by all partners/proprietor on the letter-head of the Firm/Company/Agency, as applicable, for signing of tender/bid documents and participation in tender on behalf of the Company/Agency/Firm. In case of power of Attorney the same should be executed on the non-judicial stamp paper as per prevailing guidelines in the respective state(s).
 - c Scanned Attested copy of Registration Certificate of the Company/Firm/Agency with Labour Department of the Centre or State Government.
 - d Scanned Copy/Copies of Work Order(s)/Contract(s)/Certificates as per Clause No. 2.2 of SECTION-II.
 - e List of Partners/directors of the bidder along with Partnership Deed or Article/Memorandum of Association, as applicable.
 - f Scanned Copy of PAN card/GIR card of the Firm/Company/Agency.
 - g Scanned Copy of Service Tax/GST Registration Certificate.
 - h Scanned Copies of EPF and ESI Registration Certificates.
 - i Scanned Copy of duly filled and signed "Profile of bidder" as per ANNEXURE-I and No near relative Declaration and Certificates as per Annexure-II.
 - j Scanned Copy of duly filled and signed "Bid Form" as per ANNEXURE-IV.
 - k Scanned copy of Tender document consisting of all Sections and Annexures, Subsequent Amendments/Clarifications if any, duly filled and signed by the authorised signatory with the stamp of the bidder.

- 6.3 No tender can be uploaded after 1700 Hrs of 15.01.2018. Only in case the Last Date for physical submission of original Demand Drafts/Banker's Cheque/Pay order towards EMD and/or Date/Time of opening of Techno-commercial Bid is declared as Central Government holiday in Shillong (Meghalaya), the original EMD will be accepted up to the next working day till the same time and/or the Techno-commercial Bid will be opened on the next working day at the same time.
- 6.4 The Purchaser reserves the right to accept/reject any/all/part of the bids without assigning any reason.
- 6.5 Failure to furnish Earnest Money Deposit or valid NSIC/MSME certificate of exemption for the tendered items shall result in summarily rejection of the bid.

7.0 BID PRICES:

- 7.1 The Service Charges per manpower per month (inclusive of all taxes & Duties after discount, if any) should be quoted online, in Indian Rupees in the given Price Schedule/BoQ only.
- 7.2 The contractor will be required to pay minimum wages to the deployed manpower as prescribed under the applicable Minimum Wages Act as amended from time to time. e-Bids of the bidders offering wages which are lower than the corresponding applicable Minimum Wages, would be rejected. Wages and applicable statutory taxes, duties, levies etc. will be reimbursed by the Purchaser. However, at the time of claiming, the applicable taxes, duties and levies etc. should be specifically indicated in the bills.
- 7.3 In financial bid, the contractor is not required to quote the minimum wages. The minimum wage amount will be decided by the Purchaser in reference to the prevailing minimum wages as prescribed by the concerned Labour Commission/Ministry/Department. The contractor needs to quote only the Service Charges to be claimed by contractor in the given Price Schedule/BoQ.
- 7.4 It is mandatory to quote the Service Charges for all the items mentioned in Price Schedule/BoQ. The Service Charges quoted by the bidder must be reasonable & logical. **If the bidder quotes 'NIL' Service Charge/consideration for any/all category of manpower, the bid shall be treated as unresponsive and rejected.**
- 7.5 The Service Charges quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation. A bid quoting adjustable Service Charge(s) will be treated as non-responsive and rejected.

8.0 EARNEST MONEY DEPOSIT (BID SECURITY):

8.1 FURNISHING OF EMD

- 8.1.1 Earnest Money Deposit (refundable) of Rs. 26500/- (**Twenty Six Thousand and Five Hundred only**) is to be furnished with the bid by way of valid Demand Draft/ Banker's Cheque/Pay order payable at Shillong (Meghalaya) from any Scheduled/Nationalised bank in India, drawn in favour of **C.A.O. (Cash), O/o CCA NE, Shillong**. Any other amount of money lying with the Purchaser cannot be adjusted against this head.
- 8.1.2 The bidder registered with National Small Scale Industries Corporation (NSIC) / MSME for the tendered item under single point registration scheme and

desirous of claiming concessions available to such units inclusive of Earnest Money Deposit, should submit a copy each of their valid NSIC/MSME certificate.

8.2 FORFEITURE OF EMD

The EMD shall stand forfeited if

- a. The bidder withdraws its offer before initial bid validity.
- b. The successful bidder, whose e-tender is accepted, fails or refuses to furnish the security deposit amount within the stipulated time, or fails or refuses to execute the contract.
- c. It is established that near-relatives of bidder is working in the units of DOT, as detailed in this document.
- d. In case, it is found that tender document submitted by the bidder has been altered by way of tampering or doctoring.

8.3 REFUND/RELEASE OF EMD

- 8.3.1 No interest would be payable for any period on EMD or on any other amount lying with the Purchaser.
- 8.3.2 The EMD amount will be refunded/released only after finalisation of tender, and on receipt of written request from the unsuccessful bidders.
- 8.3.3 The EMD of the successful bidder will be refunded/released only after the receipt of the prescribed Performance Security Deposit/Bank Guarantee(PBG).

9.0 PERIOD OF VALIDITY OF BIDS:

- 9.1 The prices quoted in the bid shall remain valid for acceptance by the Purchaser for a period of 180 days from the date of opening of bids. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 9.2 In case the Purchaser requests, in writing, the bidders to extend the period of validity of their bids, they may confirm the extension of the validity of their bids in writing, unconditionally. A bidder may refuse the request without forfeiting its Earnest Money Deposit. A bidder accepting the request and granting extension will not be permitted to modify its bid.

10.0 SUBMISSION OF BIDS:

- 10.1 The bidder shall upload their bids online at e-procurement portal, in response to the e-tender published by the Department. Bid submission can be done from 1200 Hrs of 01.01.2018 till the Bid Submission End Date/Time of receipt of e-bids, as mentioned in the schedule in NIT (Section-I). **Original Demand Drafts/Banker's Cheque/Pay order payable at Shillong for EMD or attested copy of valid NSIC/MSME certificate of exemption must be received by the Purchaser at the address Sr.SDE(Admn), DOT, O/o Advisor NE LSA, Shillong (Meghalaya), Room No 402, 3rd Floor, CTO Building, Near IGP Point, Shillong (Meghalaya)-793001 not later than the prescribed time on due date (1600 Hrs of 16.01.2018).** In case the Last Date for physical submission of original Demand Drafts/Banker's Cheque/Pay order towards EMD and /or Date/Time of opening of Techno-commercial Bid is declared as Central Government holiday in Shillong (Meghalaya), the original EMD will be accepted up to the next working day till

the same time and/or the Techno-commercial Bid will be opened on the next working day at the same time.

- 10.2 The bidders should start the bid submission process well in advance so that they can submit their e-bid in time. **The bidder should submit their e-bid considering the server time displayed in the e-procurement website.** This server time is the time by which the e-bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule.
- 10.3 Once the e-bid submission date and time is over, the bidders cannot submit their e-bid.**
- 10.4 The Purchaser shall not be responsible for delay in submission of e-bid due to any reasons. No other mode of submitting the bid except the specified online method shall be entertained.
- 10.5 The Purchaser shall not be responsible if the bids are uploaded in any other portal than the one specified.
- 10.6 The Purchaser may, at its discretion extend this deadline for the submission of the bids by amending the tender document in accordance with **Clause 5 of SECTION-II** in which case all rights and obligations of the Purchaser and bidders prior to the deadline will thereafter be subject to the deadline as extended.
- 10.7 Not more than one bid shall be permitted from a single bidder otherwise all the bids submitted by such bidder shall be summarily rejected.

11.0 MODIFICATION AND WITHDRAWAL OF e-BIDS:

The bidder may modify, withdraw or re-submit its e-bid online only, before the bid Submission End Date/Time as per provisions available in CPP Portal.

12.0 OPENING OF e-BIDS:

- 12.1 A two stage process shall be adopted in the evaluation of the e-bids. The Purchaser shall open Techno-Commercial bids online and check the Techno-Commercial bids proposal online.
- 12.2 Bidder(s) may check portal for status of e-tender opening, online.
- 12.3 The date fixed for opening of e-bids, if subsequently declared as central government holiday in Shillong (Meghalaya), the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day at the same time.

13.0 CLARIFICATION OF BIDS BY THE PURCHASER:

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion, seek clarification/document(s) of its bid from the bidder. Only the information furnished, by the bidder, shall be considered in future evaluation. However, no post-bid clarification at the initiative of any bidder shall be entertained.

14.0 TECHNO-COMMERCIAL BID EVALUATION:

- 14.1 The bids will be evaluated Techno-Commercially to determine whether they are complete, whether documents have been properly submitted, and whether

bids are generally in order and qualify for opening and evaluation of financial bid.

- 14.2 A bid shall be considered substantially responsive if it conforms to the terms and conditions of the e-tender document without any material deviation.
- 14.3 The Purchaser or his authorized representatives shall have the right to inspect the works, offices etc. of the bidder, for verification of facts furnished by the bidder in support of his bid documents, and the bidder is bound to assist / answer any query made by the Purchaser.

15.0 FINANCIAL BID OPENING/FINANCIAL EVALUATIONS AND COMPARISON OF BIDS:

- 15.1 Techno-Commercially responsive bids shall be shortlisted by the Purchaser for opening of their financial bid. Successful bidders would be intimated regarding opening of financial bids as per provisions of the CPP Portal. The Financial Bids of techno-commercially unsuccessful/unresponsive bidders would not be opened.
- 15.2 In financial bid, the contractor is not required to quote the minimum wages. The minimum wage amount will be decided by the Purchaser in reference to the prevailing minimum wages as prescribed by the concerned Labour Commission/Ministry/Department as applicable. The contractor needs to quote only the service charge to be claimed by contractor in BoQ.
- 15.3 Service Charges quoted in the Price Schedule/BoQ only will be considered for evaluation.
- 15.4 The Purchaser shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the service charges offered(inclusive of all statutory liabilities, taxes, levies, cess etc.) as indicated in Annexure - V of the bid document.
- 15.5 **EVALUATION FORMULA:** Lowest successful bidder (L1) shall be decided based on the rate quoted in the Price Schedule / BoQ for total service charges for providing manpower and Data Entry Operators for Outsourcing of Office Upkeep, House Keeping and Data Entry Services for the O/o Advisor, DOT, North East LSA at Shillong. The formula for determining L1 is the **Total Service Charges = Rs. 3x(S)+3x(SS)+2xUS**), where S, SS & U are the quoted Services Charges for providing one Skilled, Semi-Skilled and Un-Skilled person per month respectively. The details are given in **Section V and Annexure – V** of the tender document.
- 15.6 In case of a tie between two bidders, the preference shall be given to the bidder who has quoted lower service charges rates for skilled manpower (S).
- 15.7 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

16.0 CONTACTING THE PURCHASER:

- 16.1 No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

- 16.2 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid of that bidder.

17.0 PLACEMENT OF ORDER:

- 17.1 The Purchaser shall consider placement of orders for providing manpower and Data Entry Operators on the bidder whose offer has been found techno-commercially and financially acceptable. The tender will be awarded to the lowest (L-1) bidder.
- 17.2 The Purchaser shall issue a Letter of Intent for providing manpower and Data Entry Operators on the bidder whose offer has been accepted. The issue of a Letter of Intent shall constitute the intention of the Purchaser to enter into the contract with the bidder. The bidder shall, within the stipulated time, furnish performance security in conformity with the terms and conditions, in the form of a demand draft or bank guarantee as per the proforma enclosed at **ANNEXURE-III**, from any Scheduled/Nationalised bank in India and sign a contract agreement with the Purchaser on non-judicial stamp paper of Rs. 100/- at his own cost.
- 17.3 Failure to furnish performance security and sign the contract agreement within the stipulated time may result in cancellation of the Letter of Intent along with forfeiture of the EMD. In such an event Purchaser may award the contract to any other responsive bidder or call for new bids at its discretion.
- 17.4 Purchase/Work Orders will be placed from time to time, as per requirement only, that too after the acceptance of the performance security submitted by the bidder.
- 17.5 The issue of First Purchase/Work Order shall constitute the Award of Contract on the bidder. However, it should be clearly noted that Purchaser shall place the first order or subsequent orders, only as per the actual requirement, from time to time

18.0 PURCHASER'S RIGHT TO VARY QUANTITIES:

- 18.1 Purchaser will have the right to increase or decrease the quantity up to 25% of the quantity of goods/services specified in the Section-**V** "Services to be Provided" without any change in the unit price of the tendered quantities or other terms and conditions.
- 18.2 The Purchaser reserves the right to short close the e-tender at any stage.

19.0 DISQUALIFICATION OF BIDDER:

- 19.1 Purchaser reserves the right to disqualify the Contractor for a period as deemed fit who have habitually failed to supply the goods or perform the services as per tender terms & conditions. Further, the Contractor who does not perform satisfactorily in accordance with the specifications may also be disqualified for a period as deemed fit by the Purchaser.
- 19.2 The bidder should give a certificate that none of his/her near relative is working in the units where he/she is going to apply for the e-tender, as per **Annexure-II**. None of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state should be

working in the unit where the tender is being applied. Due to any breach of these conditions by the Company or Firm or Agency or any other person the tender will be cancelled and Earnest Money Deposit will be forfeited at any stage whenever it is noticed and Purchaser will not pay any damage to the Company or Firm or Agency or the concerned person. The Company or Firm or Agency or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

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

SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1.0 APPLICATION:

The General Conditions shall apply in contracts made by the Purchaser for Outsourcing of Office Upkeep, House Keeping and Data Entry Services. The submission of bid against this tender shall bind the bidder with all the terms and conditions of the tender including the amendments if any.

2.0 SPECIFICATIONS:

The Services/Goods provided/supplied under this contract shall conform to the "Services to be provided" as mentioned in Section-V&"Special conditions of the contract" as mentioned in Section-IV.

3.0 PERFORMANCE SECURITY:

- 3.1 The Contractor shall furnish performance security to the Purchaser for an amount equal to 5% of the Contract Price for the goods/Services as prescribed in Letter of Intent within 15 days of issue of the Letter of Intent.
- 3.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for non-compliance or any loss resulting on account of the Contractor's failure to complete its obligations under the contract.
- 3.3 The performance security may be submitted in the form of demand draft payable at Shillong (Meghalaya) drawn in any Scheduled/Nationalised bank in India in favour of **C.A.O. (Cash), O/o CCA NE, Shillong**, or in the form of a Performance Bank Guarantee (PBG) issued by a Scheduled/Nationalised bank and in the proforma provided in '**Annexure-III**' of this tender document.
- 3.4 The Performance Bank Guarantee (PBG) shall be valid for at least 24 Months from the date of Letter of Intent. The PBG shall be renewed from time-to-time till all the liabilities of providing manpower and Data Entry Operators are resolved by the Contractor.
- 3.5 In case, any amount of Liquidated Damages (L/D) is recovered from PBG, the Contractor shall replenish the PBG to original value within 30 days of recovery.
- 3.6 The Purchaser will discharge the performance security bond, deducting the pending dues, liquidated damages, if any, after completion of the Contractor's performance obligations.
- 3.7 No interest shall be paid on the security deposit amount.

4.0 INTERVIEW:

- 4.1 The Purchaser or his representative shall have the right to interview the manpower for their conformity to the specifications, before providing of services or at any time during the contract.

- 4.2 Should any manpower fail to conform to the specifications, the Purchaser may reject them and the Contractor shall either replace the rejected manpower to meet specification requirements, free of cost to the Purchaser.
- 4.3 Nothing in Clause 4 as above shall in any way release the Contractor from any other obligations under this contract.

5.0 DELIVERY:

- 5.1 Initial requirement of manpower shall be provided by the Contractor on the next day of award of contract or the date mentioned by the Purchaser in the Purchase/Work order.
- 5.2 Delivery of the services shall be made by the Contractor in accordance with the Services to be provided i.e. Section-V and the Special Conditions of the contract i.e. Section-IV.
- 5.3 The delivery of the services should be strictly as per the schedule.
- 5.4 The Purchaser reserves the right to cancel/change the Purchase/Work Order, before delivery of services, at any time, as per requirement.

6.0 PAYMENT TERMS:

The Contractor shall raise the bill, in duplicate, along with attendance sheet duly verified by concerned Sr.SDE(Admn), DOT, O/o Advisor NE LSA, Shillong (Meghalaya) in respect of the persons deployed and submit the same to concerned **DDO, DOT, NE LSA, Shillong (Meghalaya)** in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month. The relevant enclosures to the bill are specified as follows:

- i). Copy of details of payment made to the manpower in the presence of the designated officer of the Office of the **Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya)**. The payment to the manpower shall be done either by *cheque or through ECS only*.
- ii). That the contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of EPF (@ 13.15 % of Basic + VDA) & ESI (@4.75% of Basic +VDA) towards the persons deployed in the office of the **Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya)** before submitting the bill for the subsequent month. In case, the Contractor fails to do so, the amount towards EPF & ESI contribution will be withheld till submission of required documents.
- iii). List of individual details of contributions made by the employer / employee towards EPF and ESI.
- iv). Copies of the receipt for the Service Tax/GST paid.

7.0 PRICES:

- 7.1 Prices charged by the Contractor for the Works performed/Services provided under the contract shall not be higher than the prices quoted by the Contractor in his Bid.
- 7.2 The accepted prices shall remain valid and operative during currency of the contract.

8.0 SUB-CONTRACTS:

No sub-contracts are permitted.

9.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE:

- 9.1 The time period/limits as stipulated in the Contract/Letter of Intent/Work order shall be deemed to be essence of the contract.
- 9.2 Performance of the services shall be made by the Contractor in accordance with the time schedule specified by the Purchaser in its Purchase/Work order. In case the services are not as per tender specifications, Purchaser reserves the right to short close/cancel this Purchase/Work order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Contractor and Purchaser reserves the right to purchase balance unsupplied item/service at the risk and cost of the defaulting Contractor.
- 9.3 Delay by the Contractor in the performance of its delivery shall render the Contractor liable to any or all of the following sanctions, viz., imposition of liquidated damages, forfeiture of its performance security and/or termination of the contract for default.

10.0 LIQUIDATED DAMAGES (LD):

The selected Supplier or Contractor, in the event of any person leaving the job due to his/her personal reasons, shall immediately provide a substitute. The delay in providing a suitable substitute beyond 3 working days shall attract Liquidated Damages at the rate of Rs. 200/- per day (per such case) on the Supplier or Contractor, besides deduction in payment on pro-rata basis.

11.0 FORCE MAJEURE:

If, at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of 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 claim for damages against other in respect of such non-performance or delay in performance, and delivery of Works/Service under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

12.0 TERMINATION FOR DEFAULT:

- 12.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part, if the Contractor:

- a. fails to deliver any or all of the works/Services within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser;
 - b. Works/Services remain perpetually unsatisfactory;
 - c. fails/delays to perform any other obligation(s) under the Contract; and
 - d. in either of the above circumstances, does not remedy his failure within a period of 10 day (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- 12.2. In the event the Purchaser terminates the contract in whole or in part pursuant to Clause 12.1 above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the Contractor shall be liable to the Purchaser for any excess cost for such similar works/services. However the Contractor shall continue the performance of the contract to the extent not terminated. The Contractor shall be entitled to payment for the work/services delivered upto the time of such termination of the contract.

13.0 TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the 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 of action or remedy which has accrued or will accrue thereafter to the Purchaser.

14.0 ARBITRATION:

- 14.1 In the event of any dispute or difference arising as to the execution of the contract or as to the respective rights or liabilities of the parties or the interpretation of any condition of agreement (except as to any matters the decision of which is specially provided for any by those or the special conditions) the same shall be referred to the sole arbitration of Advisor, Department of Telecommunications, North East LSA, Shillong (Meghalaya) or of his nominee or the officer performing the duty of head of North East LSA. If the post of Advisor, DOT NE LSA, Shillong is vacant, his nominee or the officer performing the duty of head of North East LSA will act as Sole Arbitrator. The award of the arbitrator shall be final and binding on the parties to the agreement.
- 14.2 The arbitrator may from time to time with the consent of the parties to the agreement enlarge the time for making the award.
- 14.3 Upon every such reference, the assessment of the cost incidental to the reference and award respectively shall be the discretion of the arbitrator.
- 14.4 The agreement to appoint an arbitrator will be in accordance with the Arbitration and conciliation Act, 1996.
- 14.5 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 another person shall be appointed to act as arbitrator by Department of Telecommunications in accordance with terms of agreement and person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 14.6 The venue of arbitration shall be Shillong (Meghalaya) the place from which the acceptance note is issued or such other place, as the Arbitrator at his/her discretion may determine.

15.0 SET OFF:

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

16.0 COURT JURISDICTION:

This Contract and Purchase/Work Orders are subject to jurisdiction of the competent Courts at Shillong (Meghalaya) only.

17.0 CURRENCY OF CONTRACT:

- 17.1 The contract shall be valid for a period of 1 Year from date of award of contract. However, it may be extended further, if agreed mutually by the Contractor and Purchaser, on the same terms and conditions.
- 17.2 The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of the Contractor and the Purchaser.

18.0 PAYMENT METHOD:

- 18.1 Payment shall be made to the Contractor electronically or through cheque for which a Contractor shall provide the necessary details of his bank account etc.
- 18.2 Applicable taxes shall be deducted at source (T.D.S.) at the time of payment to the Contractor, in accordance with the provisions of the relevant applicable Acts as amended from time to time and a certificate to this effect shall be provided to the agency by this office / CCA office.

19.0 PAYING AUTHORITY:

Sr.SDE(Admn), DOT, O/o Advisor NE LSA, Shillong (Meghalaya) O/o Advisor, Department of Telecommunications, NorthEast LSA, Shillong (Meghalaya) or any other officer so designated shall be the paying authority and C.A.O. (Cash), O/o CCA NE, Shillong (Meghalaya) will be the disbursing authority.

20.0 Reporting/Controlling Officer:

Name of Reporting/Controlling officer and alternate Reporting/Controlling officer shall be mentioned in Purchase/Work order.

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

- 1.1 The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section-II & "General (Commercial) Conditions of the Contract" as contained in Section-III and wherever there is a conflict, the provisions herein shall prevail over those in Section-II and Section-III.
- 1.2 If there is any discrepancy in NIT published in newspapers and eligibility, terms & conditions stipulated in tender document, provision in the tender documents will prevail.
- 1.3 For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this office. The manpower deployed by the Contractor shall not have any claims of Master and Servant relationship nor have any principal and agent relationship with or against the Purchaser/Department/Government.
- 1.4 The Contractor will be bound by the details furnished by him / her to this Department, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false/fabricated at any stage, it would be deemed to be a breach of terms of the contract making him / her liable for legal action besides termination of the contract.
- 1.5 For interpretation of any condition of this tender document, the decision of Purchaser shall be final and binding on the Bidder.
- 1.6 The Contractor shall abide with all local/municipal/state/central laws and regulations. Any liability under any law, regulation, Act or Statute shall be of the Contractor and under no circumstances shall Purchaser assume responsibility.

2.0 SERVICE:

The Contractor shall be providing manpower and Data Entry Operators for Outsourcing of Office Upkeep, House Keeping and Data Entry Services for the O/o Advisor, Department of Telecommunications, NorthEast LSA, Shillong (Meghalaya) in compliance to all the applicable statutory provisions.

3.0 QUANTITY:

- 3.1 Estimated number of THREE skilled, THREE semi-skilled and TWO unskilled manpower/data Entry Operators are to be provided. The Purchaser may increase or decrease the same, depending on the requirement. However, it should be clearly noted that Purchaser shall place the order only as per the actual requirement from time to time.
- 3.2 Purchaser will have the right to increase or decrease the number of manpower specified in the bid document without any change in the rate/unit price ordered or other terms and conditions during the currency of contract. However, any such requirement will be conveyed to the Contractor atleast 3 days in advance.
- 3.3 In case of any additional requirement, manpower may be called for some specified period of few days and payment will be made on pro-rata basis.

4.0 DUTY HOURS:

- 4.1 The persons deployed by the Contractor shall be required to work normally as per this office's working days/Hrs, i.e. from Monday to Friday from 09.00 Hrs. to 18.00 Hrs. with a staggered lunch break of half an hour. However, in exigencies of work, they may be required to sit late. The person deployed may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required, without any extra charge. The manpower, if deputed for any official work outside the office within NorthEast area, shall not be entitled for any other emoluments except only the actual ordinary bus fare for the purpose.
- 4.2 In case, person deployed is absent on a particular day, comes late / leaves early or does not perform the duties assigned to him/her, the payment will be made on pro-rata basis.

5.0 DOCUMENTS:

The Supplier/Contractor shall submit the following documents in respect of the individual manpower/persons deployed in this Department to Sr.SDE(Admn), DOT, O/o Advisor NE LSA, Shillong (Meghalaya) before the commencement of work:

- a. List of manpower/persons short listed by agency for deployment at the O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya) containing full details i.e. Name, date of birth, marital status, address, contact details etc;
- b. Bio-data of the manpower/persons.
- c. Certificate of verification of antecedents of deployed persons by local police authority.

6.0 MANPOWER RELATED CONDITIONS:

- 6.1 The manpower deployed by the Contractor must be courteous and should bear a good conduct/ moral character. Such person should not have any past criminal record. The persons should preferably be young, energetic and possess a good health and sound mind. On any case such person must be free from all contagious diseases. No person below the age of 18 years shall be deployed for the work by the Contractor in the O/o Advisor, Department of Telecommunications, NorthEast LSA, Shillong (Meghalaya).
- 6.2 The Contractor shall ensure that any details of the office, operational process, technical know-how, security arrangements, and administrative/organizational matters etc. are not divulged or disclosed to any person by its personnel deployed in this office.
- 6.3 The Contractor shall take all reasonable precautions to prevent any unlawful activity or disorderly conduct or act of his personnel so deployed for the preservation of peace and protection of persons and property of the O/o Advisor, Department of Telecommunications, NorthEast LSA, Shillong (Meghalaya).
- 6.4 The Contractor shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- 6.5 In case, the person deployed by the Contractor commits any act of omission / commission that amounts to misconduct /Indiscipline/ incompetence / security risk, the Contractor will be liable to take appropriate disciplinary action against such person, including their

removal from site of work, if required by the Purchaser, within 2 days of being brought to their notice and shall provide the suitable substitute within 3 days, failing which it would be treated as breach of contract which may lead to cancellation of contract.

- 6.6 In case of any requirement of manpower/persons as per clause 6.5 above or Clause 3 of SECTION-IV, same will be conveyed to the Contractor 3 days in advance.
- 6.7 Contractor must have a Telephone Number/mobile number and e-mail ID, where requisition of manpower can be conveyed. Telephone/Mobile number & e-mail ID both must be specified in Profile of Bidder (Annexure-I) of the bid. Telephonic intimation or communication through e-mail shall be considered as notice.

7.0 REPORTING PLACE:

- 7.1 Reporting place would be the O/o Advisor, Department of Telecommunications, NorthEast LSA, Shillong (Meghalaya).
- 7.2 In the absence of Reporting/Controlling officer the manpower/persons shall report to alternate Reporting/Controlling officer at O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya). In case of absence of both Reporting/Controlling officer and Alternate Reporting/Controlling officer, the manpower/persons shall report to the Officer authorized by Reporting/Controlling officer.

8.0 OTHER CONDITIONS:

- 8.1 The Contractor will be required to pay minimum wages as per order no. 1/13(3)/2017-LS-II dated 06-10-2017 issued by O/o the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India, New Delhi. Minimum wages has to be revised and paid as per the revision of wages/VDAs (Variable Dearness Allowance) by the Ministry of Labour and Employment, New Delhi, if any, during the period of contract. The revised wages/VDA will be paid and the same will be reimbursed by the O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya) on receipt of bill. The Contractor will maintain proper record as required under the Law / Acts.
- 8.2 The contractor shall pay the wages to the deployed manpower on or before the 7th of every succeeding month, irrespective of delay in payment of Bills or whatsoever reason.
- 8.3 The Contractor will be wholly responsible for regular and timely payment of wages to the persons deployed in compliance of all the statutory obligations under all applicable legislations from time to time including Minimum Wage Act, Employees Provident Fund and ESI Acts etc. The Contractor is required to submit particulars of payment made by it towards EPF and ESI contribution for the personnel deployed. The O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya) shall not incur any expenditure what so ever on the persons engaged by the agency on account of any obligation.
- 8.4 The contract shall be for a period of one year or till the extended time as per **clause 17 of Section-III**, unless it is curtailed or terminated fully or in part by the Purchaser owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements of work/Service.
- 8.5 The contractor shall maintain all statutory registers including wage-register/muster-roll etc. under the applicable Laws including the Contract Labour (Regulation & Abolition) Act,1970 as amended time to timefor

- fulfilling the required obligations including the maintaining of proper record of having paid all the dues to the persons deployed by him/her for the work. The Contractor shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
- 8.6 The Contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
- 8.7 The Contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to manpower deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
- 8.8 It will be the responsibility of the Contractor to meet other expenditures like transportation, food, medical and any other requirement of contractor's manpower for carrying out the contracted works, if any. The Purchaser will have no liability in this regard at any stage.
- 8.9 The manpower deployed by the Contractor for the contract shall not be entitled for any claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of this office, 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 or relaxation for absorption in any capacity regular/otherwise in the O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya). The Contractor should communicate this to the manpower deployed in this office.
- 8.10 The Contractor shall keep the O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya) indemnified against all claims whatsoever in respect of the personnel deployed by him/her. In case any personnel of the Contractor so deployed enter in dispute of any nature whatsoever, it will be the sole responsibility of the Contractor to contest the same. In case of the O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya) is made a party and is supposed to contest the case, the Contractor shall reimburse to the O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya) the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the Contractor to the O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya) on demand. The Contractor shall ensure that no financial or any other liability comes on the O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya) in this respect of any nature whatsoever and shall keep the O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya) indemnified in this respect.
- 8.11 The contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages Acts, Contract Labour Act, Employee Provident Fund, and Employees State Insurance, and any other act/laws etc as applicable and amended from time to time pertaining to the service asked in this tender in respect of the manpower deployed by it in this office.
- 8.12 Contractor shall also be liable for depositing all taxes, duties, levies, Cess etc., on account of service rendered by it to the Department, to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

e-Tender No.1-6/6/2017-18/TNE1/08 Dated 22.12.2017

- 8.13 In case the contractor fails to comply with any statutory / taxation liability under appropriate law and as a result thereof, this office is put to any loss / obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 8.14 The contractor shall arrange to carry out assigned job keeping in mind that the office upkeep, housekeeping and data entry activities should not cause any disturbance to the activities in the office.
- 8.15 The office of O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya) shall supply all the items i.e., cleaning items, tools for cleaning, and other accessories for carrying office upkeep.
- 8.16 The office upkeep, housekeeping and data entry persons deployed shall be bound to observe all the instructions issued by the O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya) concerning general discipline, behavior and cleanliness.
- 8.17 The Purchaser shall not be liable to provide any residential accommodation or transport to the office upkeep, housekeeping and data entry persons deployed. No cooking or lodging shall be allowed inside the office premises.
- 8.18 On repeated defaults, the contract is liable to be cancelled at the risk and cost of the Contractor.

SECTION - V

SERVICES TO BE PROVIDED

1.0 SERVICE:

This office has initial requirement of THREE skilled, THREE semi-skilled and TWO unskilled manpower/data Entry Operators. The nature of services shall include carrying out all the functions generally performed in this office by attendants/Messengers including but not limited to the work in the Dak section, Dispatch of the Dak at post office, Delivery of the letters to other offices and any other duty assigned to him/her including office upkeep & house-keeping.

2.0 The nature of service to be provided on monthly basis, quantum of work and qualification of the manpower are as follows:

I) For unskilled Manpower

- a) Opening and Closing of the office. Switching on/off all electrical points.
- b) Daily Cleaning of Officers Chambers, sweeping and mopping of the office building/compound, remove dust & waste materials from officers chambers and furniture (including carpets) etc. so as to maintain general cleanliness and hygiene in office.
- c) Regular cleaning of racks, storage spaces, windows, walls, removing cobwebs etc.
- d) Cleaning of the electrical appliances like fans, switchboards and lights.
- e) Making arrangements for tea, coffee, water etc. during the meetings and routinely to the officers and other official visitors/representatives.
- f) Movement and maintenance of files/material in the office.
- g) Attending the calls of the officers viz. bringing and serving tea, water etc.
- h) Office up-keeping work.
- i) Sitting arrangement at the time of meetings.
- j) Any other miscellaneous type of work assigned by the officer-in-charge

Quantum of work:

For performing the above mentioned works there will be requirement of minimum **2(TWO) persons of unskilled category** in this office. The person deployed for unskilled work should be at least VIII class pass and able to read Hindi and also be able to read names and addresses in English.

II) For Semiskilled Manpower

- a) Assist the office in maintenance of files
- b) Assist officers in checking and arranging records and files.
- c) Photocopying, making sets of reports and other general office documents
- d) Dispatch and delivery of official letters by messenger, Carry out dispatch of ordinary post, registered/speed post, courier etc.
- c) Distribution of office Dak & files of general nature among the officers and dispatch Dak outside the office.
- d) Any other miscellaneous type of work assigned by the officer-in-charge

Quantum of work:

For performing the above mentioned works there will be requirement of minimum **3(three) persons of semiskilled category** in this office. The semiskilled manpower should be at least metric pass with a fair Command on English.

III) **For skilled manpower (Data Entry Works)**

- a) Scanning the documents, computer data entry, preparing of reports and other general office documents.
- b) Typing the official letters and other documents. The material to be inputted may be given orally or in handwritten form.
- c) Good knowledge of working on computer viz: MS Office software like Word, Excel etc.
- d) Handling existing data and editing current information.
- e) Proof reading new entries into a database etc.
- f) Keeping the office record updated.
- g) Taking backup of data at regular intervals and storage of data.
- h) Any other miscellaneous type of work assigned by the officer-in-charge

Quantum of work:

For performing the above mentioned works there will be requirement of minimum **3(three) Data Entry Operators/persons of skilled category** in this office. The skilled manpower (Data Entry Operator) should be at least 12th pass and should have fair knowledge of English and working on computer viz: MS Office software like Word, Excel etc.

- 3.0** The general working time is 09.00 Hrs. to 18.00 Hrs per day from Monday to Friday. However, in exigencies person deployed may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required, without any extra charge.

ANNEXURE - I PROFILE OF BIDDER

1. Full Name of Bidder
2. Registered Address
3. Address of correspondence
4. Details of Contact/Authorized Person
Name & Designation _____
Address _____
Tel No. (Landline) _____ Mobile _____
Email ID _____ FAX: _____
5. Type of Firm/Company/Agency: Private Ltd./Public Ltd./Co-operative/PSU/Proprietary
(Please tick the appropriate)
6. Name(s) of Directors/ partners/ proprietor
7. PAN/GIR/TIN No. : _____
8. Service Tax/GST Registration No. : _____
9. EPF Registration No.: _____
- 10.ESI Registration No.: _____
11. Bank Account details of the bidder:
 - a. Name and address of Bank
 - b. Account no.
 - c. MICR no.
 - d. IFSC code of Branch

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

(Signatures of Bidder/authorized signatory)

Name _____

Designation _____

Seal:

ANNEXURE - II

NO NEAR-RELATIVE DECLARATION and CERTIFICATES

(To be submitted by either authorized signatory or proprietor, or each partner/director in case of partnership Firms/Companies/Agencies)

I _____ son/daughter/wife
of Shri _____
Proprietor/Partner/Director/Authorised signatory/Representative of
M/s _____

(Name and address of the bidder) is competent to sign this declaration/certification and execute the tender document regarding "Outsourcing of Office Upkeep, House Keeping and Data Entry Services at O/o Advisor, Department of Telecommunications NE LSA, Shillong (Meghalaya)";

I _____ resident of _____ hereby certify that none of relatives of mine/proprietor/partners/directors of the Firm/Company/Agency is/are employed in the units where he/she is going to apply for the tender.

I also hereby certify that the Firm/Company/Agency namely M/S.----- is currently not blacklisted or debarred by DOT, or any other Government Department from taking part in Government tenders.

I certify that, we will fully comply with the provisions of Minimum wages Act, in respect of manpower to be engaged by us. The rates in the tender have been quoted by carefully considering the applicable current minimum wages, as fixed by the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India, New Delhi. Any responsibility for non-compliance of the provisions of the minimum wages act, solely rest with us with all possible risk & cost. We further certify that we will fully comply with the provisions of EPF, ESI, and other contract labour related statutory acts in true spirit.

I also certify that our Firm/Company/Agency will observe all legal formalities or/and obligations under the contract well within time. In case of failure to observe any of the legal formalities or/and obligations. I shall be personally liable under the appropriate law.

I have carefully read and understood all the terms and conditions of the tender document and undertake to abide by the same.

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

(Signature of Bidder/Proprietor/Partners/Director/Authorized Signatory)

Date: _____ Full Name: _____
Place: _____ Address: _____
Seal: _____

ANNEXURE - III
PERFORMANCE SECURITY BOND FORM

(on a non-judicial stamp paper of Rs.100/-(One hundred only) at Contractor's cost)

In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt ----- (hereinafter called 'the said Contractor(s)') from the demand, under the terms and conditions of an agreement / (Purchase/Work Order) No. ----- Dated ----- made between ----- and ----- for Outsourcing of Office Upkeep, House Keeping and Data Entry Services (hereinafter called 'the said Agreement'), of performance security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for ----- we, (Name of the bank) ----- (hereinafter referred to as 'the Bank') at the request of ----- Contractor(s) do hereby undertake to pay to the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) 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 ----- (5% of the contract value).

The Bank further agrees that the guarantee herein contained shall remain in full force and effect for a period of 24 Months from the date hereof and also that the extension of this guarantee will be provided for by the Bank for such period beyond the period of 24 Months as the Purchaser may feel necessary in this behalf.

3. We undertake to pay to the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) ----- Further agree that the guarantee herein contained shall remain in full force and effect during for a period of 24 Months from the date of Letter of Intent (Date.....). And that it shall continue to be enforceable till all the dues of the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till -----
----- (Deputy Director General, DOT, NE LSA, Shillong (Meghalaya)) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.
5. We (Name of the bank) ----- further agree with the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) that the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) against said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract(s) or for any forbearance, act or omission on the part of the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) or any indulgence by the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ supplier(s).
7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Deputy Director General, DOT, NE LSA, Shillong (Meghalaya) in writing.

Dated the ----- day of -----, Two thousand one only.

Witnesses: (Name & Signature)

For -----
(Indicate the name of the bank)

Telephone No.(s):-
STD Code-
FAX No.
E-Mail Address:-

**ANNEXURE - IV
BID FORM**

To,

Deputy Director General, DOT, NE LSA, Shillong (Meghalaya)

Dear Sir,

Having examined the conditions of tender and specifications including clarifications/addenda the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the service/items quoted in Price Schedule of this bid document in conformity with said conditions of contract and specifications for a sum of amount as quoted in Price Schedule or such other sums as may be ascertained in accordance with the given Price Schedule/BoQ.

We undertake, if our Bid is accepted, to commence and complete deliveries as prescribed in the tender document. We also undertake to indemnify Purchaser and user against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the services/goods or any part thereof, supplied against the tender. Further we also undertake to indemnify the Purchaser and user in respect of any damages, claims, loss or action against Purchaser and user for acts of commission or omission on our part or on the part of our agents or servants or manpower.

If our Bid is accepted, we will obtain and provide to Purchaser the guarantees of a Scheduled/Nationalised Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract and enter into agreement within stipulated time and bear all expenses including charges for stamps etc and agreement will be binding on us. Until an agreement is signed and executed, the e-bid together with your written acceptance thereof, in your notification of award/Letter of Intent shall constitute a binding contract between us.

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

e-Bid submitted by us is properly secured and prepared so as to prevent any subsequent alteration and replacement. No rate/charge is quoted in the techno-commercial bid. I declare that I have not tempered the tender document and the Price Schedule/BoQ.

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

Dated

(.....)

Signature of.....

in capacity of.....

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

Tele No.(s):-

FAX No.(s):-

e-Mail Address:-

ANNEXURE - V

WAGES TO BE PAID TO THE MANPOWER, SERVICE CHARGES & EVALUATION FORMULA

1. For Outsourcing of work in the O/o Advisor, Department of Telecommunications, North-East LSA, Shillong (Meghalaya), the Contractor has to pay the wages to the manpower/data Entry Operators. The payment shall be made by the Contractor on conclusion of the calendar month only on the basis of duties performed by the manpower during the month.

2(A) The wages per person per day shall be determined as follows. The components of rates per employee shall comprise such statutory payment & liabilities as applicable on date and as revised from time to time. Presently the details are as follows:-

SI No.	Items	Component of Rates (in Rs.)		
		Skilled category per person (Rs.)	Semi-Skilled category per person (Rs.)	Un-Skilled category per person(Rs.)
1	Per day wages (Basic + VDA)	593.00	506.00	448.00
2	EPF contribution by the employer (@ 13.15 % of Basic + VDA)	77.97	66.53	58.91
3	EPF contribution by the employee (@ 12 % of Basic + VDA)	71.16	60.72	53.76
4	Employees State Insurance contribution by the employer (@4.75% of Basic +DA)	28.16	24.03	21.28
5	Employees State Insurance contribution by the employee (@1.75% of Basic +DA)	10.37	8.85	7.84

Summary of 2A:

Items	Skilled category per person (Rs.)	Semi-skilled category per person (Rs.)	Unskilled category per person(Rs.)
Take home pay of the employee per day (1-3-5)	511.46	436.43	386.40
Total contribution towards EPF and ESI per day (2+3+4+5)	187.68	160.15	141.79
Amount to be re-imbursed to the Agency by Purchaser towards wages per day (1+2+4)	699.15	596.57	528.19

Note: Wages are as per order no. **1/13(3)/2017-LS-II dated 06-10-2017** issued by O/o the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India, New Delhi. Minimum wages has to be revised as per the revision of wages/ VDAs by the Ministry of Labour and Employment, New Delhi, if any during the period of contract will be paid and the same will be re-imbursed by the Purchaser on receipt of bill.

It shall be presumed that each of the bidder shall be liable to make payments to the contract employees as per the above statutory liabilities and claim the same from the Department. The incidence of the above statutory payments shall be worked out by the Department & the bidder need not quote against the same.

e-Tender No.1-6/6/2017-18/TNE1/08 Dated 22.12.2017

2(B) ServiceCharges:-

The bidder shall be required to quote only **Service Charges per person per month** deployed, which shall be the deciding parameter for the award of the contract. **The Service charge rates are to be quoted per Calendar month per person irrespective of working days in the month.**

2(C) Service Tax will be reimbursed on Service Charges only, in addition to service charges quoted by the bidder, if the proof of payment is provided.

Note:

1. The rates quoted by the bidder should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each manpower during the month.
3. L-1 Bidder will be decided based on Total service charge calculated.
4. Service charges will remain same for given basic rate during complete contract period. It will not be affected when manpower wages are changed by the Government.
5. If a firm quotes 'NIL' charges / consideration, the bid shall be treated as unresponsive and will not be considered.

EVALUATION FORMULA:

The formula for determining L1 is the **Total Service Charges = Rs. 3x(S)+3x(SS)+2x(US)**, where S, SS & U are the quoted Services Charges for providing one Skilled, Semi-Skilled and Un-Skilled person per month respectively.

SAMPLE PRICE SCHEDULE / SAMPLE BOQ:

Validate	Print	Help	Item Rate BoQ			
Tender Inviting Authority: DDG, DOT, NE LSA, Shillong						
Name of Work: Outsourcing of Office Upkeep, House Keeping and Data Entry Services for the O/o Advisor, DOT, North East LSA, Shillong (Meghalaya)						
Contract No: 1-6/6/2017-18/TNE1/8 Dated 22/12/2017						
Name of the Bidder/ Bidding Firm / Company :						
SAMPLE PRICE SCHEDULE / BOQ						
PRICE SCHEDULE						
<small>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</small>						
<small>NOTE:- Wages are as per order no. 1/13(3)/2017-LS-N dated 06-10-2017 issued by O/o the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India, New Delhi. Minimum wages has to be revised as per the revision of wages/ VDAs by the Ministry of Labour and Employment, New Delhi, if any during the period of contract and shall be paid and the same will be re-imbursed as per the Purchaser on receipt of bill. The selected bidder shall make payments to the contract employees as per the above statutory liabilities and claim the same from the Department. The incidence of the above statutory payments shall be worked out by the Department & the bidder need not quote against the same. The bidder is required to quote only service charges per person per month, which shall be the deciding parameter for the award of the contract. The Service charge rates are to be quoted per Calendar month per person irrespective of working days in the month. The Service Tax will be reimbursed on Service Charges only, in addition to service charges quoted by the bidder, if the proof of payment is provided. Service charges will remain same for given basic rate during complete contract period or extended period if any. It will not be affected when manpower wages are changed by the Government. If a bidder quotes 'NIL' charges / consideration, the bid shall be treated as unresponsive and will not be considered.</small>						
NUMBER # Sl. No.	TEXT # Item Description	NUMBER # Quantity	TEXT # Units	NUMBER # Service Charges per person per month inclusive of all taxes & Duties (after discount, if any) to be entered by the Bidder in Figures to be entered by the Bidder	NUMBER # TOTAL AMOUNT inclusive of all Taxes & Duties	TEXT # TOTAL AMOUNT In Words
1	2	4	6	13	63	65
1	Category of manpower to be provided					
1.01	Skilled category per person per month (S)	3 Nos			0.00	INR Zero Only
1.02	Semiskilled category per person per month (SS)	3 Nos			0.00	INR Zero Only
1.03	Unskilled category per person per month (US)	2 Nos			0.00	INR Zero Only
Total In Figures	As per Rs. (3 X S + 3 X SS + 2 X US)				0.00	INR Zero Only
Quoted Rate In Words					INR Zero Only	