



Government of India  
Ministry of Communications  
Department of Telecommunications  
Telecom Enforcement, Resources & Monitoring Cell, Maharashtra  
2nd Floor, Khamla Telephone Exchange Building, Khamla, Nagpur – 440025

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**Tender No. : TERM/MH/Tenders/Manpower/2018-19 dated 22.05.2018**

## **e-Tender Document**

**Tender For “Providing Services of Unskilled, Semiskilled and Skilled  
Manpower” in the  
TERM Cell MH, Nagpur-440025  
Department of Telecommunications  
Ministry of Communications**

**Not transferable**

**Price of Bid Document: Rs. 600/-**

(Visit us at [www.dot.gov.in](http://www.dot.gov.in), <http://eprocure.gov.in/eprocure/app>)

Total No. of the Pages 42

**Last Date & Time of Submission of Bid: 1500 HRS of 14.06.2018**

**Date & Time of Online Opening: 1500 HRS of 15.06.2018**

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## Notice Inviting e-Tender (NIT)

No.: TERM/MH/Tenders/Manpower/2018-19

Dated at Nagpur the 22.05.2018

1. E-Tender on behalf of the President of India on behalf of President of India are invited by DDG TERM MH, DoT under **Two Bid System** i.e. Technical Bid and Financial Bid from the reputed, experienced & financially sound Manpower Companies/Firms/Agencies for “Providing Services of Unskilled, Semiskilled and Skilled Manpower” in the TERM Cell, Maharashtra at Nagpur for a period of one year from the date of contract. The details are given below:-

Description of Services	Estimated Cost	Earnest Money Deposit (EMD)	Security Deposit or PBG
Services of Unskilled, Semiskilled and Skilled Manpower for the TERM Maharashtra at Nagpur.	Rs. 26,40,000/-	Rs. 66,000/-	Rs. 2,64,000/-

### 2. Schedule

Dates of issue of Bid Document (Online Downloading)	22.05.2018 at 1030 Hrs
Last date & time for online submission of Bid	14.06.2018 at 1500 Hrs
Last date & time for Physical submission of DD towards EMD and tender document fee	14.06.2018 at 1500 Hrs
On-line opening of Tender Bids (Technical bids)	15.06.2018 at 1500 Hrs
Date & time for opening of Financial Bids for technically qualified bidders	Will be intimated later
Venue of opening the Tenders	TERM Cell Maharashtra, Nagpur, Khamla Telephone Exchange Building, Khamla, Nagpur – 440025
Bid Validity period/validity of bid offer for acceptance by DoT	90 days from the date of opening of tender

**The Tenders/Bids shall not be entertained after last date and time under any circumstances whatsoever.**

3. **Accessibility of Tender Document:** Tender document can be obtained by downloading it from the website <http://www.eprocure.gov.in> or [www.dot.gov.in](http://www.dot.gov.in)
4. **Tender Document Fee:** Tender Document Fee of Rs. 600/- may be deposited in the form of following instrument:
- 4.1 In form of Demand Draft from Nationalized/scheduled bank drawn in favour of “Communication Accounts Officer O/o CCA (Maharashtra)” payable at Mumbai. This has to be submitted offline i.e. physically to this office (And Scanned copy of DDs to be uploaded at the time of online submission of Bid). Bidders are requested to write their name and full address at the back of the Demand draft submitted.

**4.2** In form of online payment through Non-Tax Receipt Portal (NTRP) also known as **Bharatkosh**. **The Soft copy of online payment receipt to be uploaded at the time of online submission of Bid.** The Non-Tax Receipt Portal (NTRP) is the initiative of O/o Controller General of Accounts, M/o Finance, Government of India to provide one stop services to deposit any fees/fine/other money into the Government Account through the web based portal <https://bharatkosh.gov.in>. For further information, user guides are available at <https://bharatkosh.gov.in/static/UserGuide.asp>.

**Note:** 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.

**5. Submission of Bids:**

Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. Bids have to be submitted online only at website <http://eprocure.gov.in/eprocure/app> under two bid systems i.e. (i) Technical/Qualifying bid and (ii) Financial bid in the prescribed proforma. 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.** The list of documents to be submitted along with technical bid and financial bid are detailed in **Section I Clause 7** of the tender document.

**6.** 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. The decision of the DDG TERM Maharashtra, Department of Telecommunications in this regard shall be final and binding on all.

Sd/-

**Director (Admin)**  
**TERM Cell Maharashtra**  
**2nd Floor, Khamla Telephone Exchange Building,**  
**Khamla, Nagpur – 440025**

## **Section – I**

### **Definition & General Instructions**

#### **1. Definition of Terms**

- 1.1** Department or DOT means Telecom Enforcement, Resource & Monitoring Cell, Maharashtra, Nagpur, Department of Telecommunications. Its office situated at 2nd floor, Khamla Telephone Exchange Building, Khamla, Nagpur – 440025.
- 1.2** The bidder/tenderer means the company/firm/agency that participates in this tender and submits its bid.
- 1.3** Contractor/Agency/Firm means the bidder whose bid will be processed by Department of Telecommunication and shall include such successful bidder, its legal representatives, successors.
- 1.4** EMD shall mean Earnest Money Deposit.
- 1.5** Security Deposit or Performance Bank Guarantee (PBG) shall mean monetary guarantee furnished by the successful bidder for due performance of the contract.

### **General Instructions**

#### **2. Instructions to Bidders**

- 2.1** The bidder must read carefully all the terms, conditions and specifications before filling up the tender schedule and his quotation.
- 2.2** In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any Source, association, union or organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at Nagpur only.
- 2.3** The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
- 2.4** It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job and there is no guarantee for award of work whatsoever the reason may be.
- 2.5** Any tenderer participating in this tender should make sure that he will be able to carry out the work specified in the contract.
- 2.6** It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied himself/herself before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract; the rates quoted should take all factors into consideration.
- 2.7** The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
- 2.8** The tenderers who are confident of executing the contract in time by employing the required resources, men and materials should only participate in this tender offer.
- 2.9** The tender schedule shall be read in conjunction with Specifications, General Instructions, and Conditions of Contract and Additional Conditions. The tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.

#### **3. Eligibility Criteria**

- 3.1** Bidder must be a registered company, partnership firm or proprietary concern that should be registered with appropriate authorities.

- 3.2 The Bidder should be registered with GST (Goods & Service Tax) department and should have PAN provided by Income Tax department.
- 3.3 The Bidder should be registered with appropriate authorities under Employees Provident Fund (EPF) & Employees State Insurance (ESI).
- 3.4 The Bidder should have a valid Labour License.
- 3.5 Bidder should have at least one year experience of similar work (of providing unskilled, semi-skilled or skilled manpower) during the last two years (from the date of NIT) in providing manpower to Public Sector Undertakings or Government Departments.
- 3.6 Bidder should have an Annual turnover of Rs. 50 Lakhs for the each last two financial years (FY 2016-17 & 2017-18).
- 3.7 The employees of Department of Telecom and their near relatives are not entitled to participate in this tender.

#### 4. Earnest Money Deposit:

- 4.1 EMD of Rs. 66,000/- may be deposited in the form of Demand Draft from Nationalized/scheduled bank drawn in favour of "Communication Accounts Officer O/o CCA (Maharashtra)" payable at Mumbai. This has to be submitted offline i.e. physically to this office (And Scanned copy of DDs to be uploaded at the time of online submission of Bid). Bidders are requested to write their name and full address at the back of the Demand draft submitted.
- 4.2 Exemption of EMD: Firms registered under NSIC or DGS&D (for similar type of work) with current validity, are exempted from furnishing Earnest Money Deposit. Valid NSIC registered firms should produce documentary evidence i.e. NSIC Registration Certificate. The Self-attested copy of certificate is to be sent or submitted in a sealed envelope to the Director (Admin), TERM Cell MH, Nagpur on or before 1500 Hrs of 14.06.2018.
- 4.3 The tenders without Earnest Money Deposit/ Valid Registration Certificate as referred to in Para 4.2 above will be summarily rejected.

#### 5. Preparation of Bid:

- 5.1 The bidders are required to submit the tender documents completed in all respects after satisfying each and every condition laid down in the tender document & in its corrigendum(s). Failure to furnish all or any of the information required as per Bid document or submission of the bids not substantively responsive may result in rejection of the bid.
- 5.2 A prospective bidder requiring any clarification on the Bid documents shall have to notify the Department in writing. The Department shall respond in writing to any such request which it receives not later than 5 days prior to the deadline prescribed for submission of bids.
- 5.3 The bid shall be filled either typed or printed or neatly hand written and all pages of the enclosures and all pages of the bid document should be signed & stamped by the bidder or a person duly authorized by the bidder. **All rates shall be written both in figures and in words. Corrections, if any are to be made by crossing out, initialing and rewriting.** In case of discrepancy between the words and the figures, the rates indicated in the words shall prevail. All cutting, insertion needs to be authenticated. **No over writing/usage of correction fluid will be permitted.** Violation of the above may lead to the rejection of the bid.
- 5.4 Amendment of Bid document:
  - 5.4.1 At any time, prior to the date of submission of Bids, DOT may, for any reason, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on them.
  - 5.4.2 In order to afford prospective bidders a reasonable time to take the amendment in to account in preparing their bids, the DOT maybe or maybe not, at its discretion, ought

to extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the website as and when it is made.

**5.4.3** Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.

**6. Signing of Tender:** Signature should be done electronically as per e procurement system. An individual signing the tender or other documents connected with a contract must specify whether he signs as:-

**6.1** A "Sole Proprietor" of the concern or constituted attorney of such sole proprietor.

**6.2** A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration dispute concerning the business of the partnership either by virtue of the valid partnership agreement or by a power of attorney duly executed by the partners of the firm. A copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the Partnership agreement or a general power of attorney. The Self-attested copy of the certificate of registration of firm should also be enclosed along with the tender.

**6.3** Director or Officer duly authorized by the Board of Directors of the company, if it is a company.

**6.4** In the case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, all the partners of the firm must sign the tender and all other related documents.

**6.5** A person signing the tender form or any other documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, competent authority may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

**7. Submission of Bids:** Bids have to be submitted online only at website address of <http://eprocure.gov.in/eprocure/app> in two bid systems i.e. (i) Technical/Qualifying bid and (ii) Financial bid in the prescribed proforma. 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.

**7.1** Bids must be submitted by the bidder on or before the due date & time (as mentioned in the NIT of this tender document).

**7.2 The Technical bid shall contain**

- i. Duly filled and signed Proforma for bidder's details as per **Section VIII**.
- ii. EMD & Tender document fee (in case of online payment through NTRP, online payment receipt to be uploaded online; In case of payment through DD, Scanned copy of DDs to be uploaded online & original DDs to be submitted offline).
- iii. Self-attested copy of registration of company/partnership firm/proprietary with appropriate authority.
- iv. Authorization letter in case person other than the bidder has signed the tender documents.
- v. Self-attested Copy of PAN card and of GST (Goods & Service Tax) registration certificate issued by competent authority.
- vi. Self-attested copy of EPF and ESI registration with competent authority.
- vii. Self attested copy of valid labour license from competent authority or Declaration regarding exemption/non-applicability of labour license quoting relevant clause(s) of Labour Laws.
- viii. Self-attested Copy of certificate of at least one year experience of similar work (of providing unskilled, semi-skilled or skilled manpower) during the last two years (from

the date of NIT) in providing manpower to Public Sector Undertakings or Government Departments.

- ix. Duly filled and signed certificate regarding no near relatives as per **Section IX**.
- x. Duly filled and signed declaration regarding Website downloading & Non-tampering of Tender document as per **Section X**.
- xi. Duly filled and signed declaration regarding Blacklisting/Non-blacklisting as per **Section XI**.
- xii. Duly filled and signed Pre receipt for refund of EMD as per **Section XII**.
- xiii. Tender document & its enclosures duly signed & stamped by bidder or his authorised representative on each page as a token of their acceptance.

**Non submission of above document will disqualify in technical bid and they will not be eligible for opening of financial bid. All the above documents are to be scanned and uploaded online in the e-procurement site.**

**7.3** At any point of time original documents may be asked for verification. In case originals are not produced before due date bids may be rejected.

**7.4 The Financial bid shall contain**

- Duly filled in financial bid as mentioned in **Section XIII (BOQ)**.

- 8.** The bidder shall quote the rate both in words (in Hindi or English only) and figures (International Numerals Only) in the manner as specified for every mentioned item separately.
- 9.** In the case of illiterate tenderers, a witness should attest the tendered rate. The rates quoted in words will have **Precedence** over the rates quoted in figures.
- 10.** All corrections, additions and alterations in the entries and tender papers will be initialed by the tenderer with date. No errors or overwriting shall be permissible unless initialed by the bidder with date.
- 11.** The bidder shall certify and sign on each and every page of tender document at the bottom and also will sign wherever required in the tender document as his acceptance of each term and conditions of the contract.
- 12.** Interest shall NOT be payable on the Earnest Money deposit.
- 13.** The Earnest Money of the successful tenderer will be adjusted towards security deposit and that of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision on the tender, normally within six months from the date of opening of tenders.
- 14.** The Technical Bids will be opened online as per the schedule as specified in NIT by Tender Opening Committee of this Department. In the first instance, the technical bids shall be evaluated by the Tender Evaluation committee (TEC) constituted for the purpose by the Department. At the second stage, the Financial Bids of only those bidders who qualify in the technical bid will be opened, for which the date and time will be intimated later.
- 15. Evaluation Criteria for the Financial Bid**
  - i. Financial bid will be evaluated on the basis of total cost of Contractor's Administrative/Service charges.
  - ii. Total Cost of Contractor's administrative/service charges will be calculated as follows :-  
**(No. of unskilled worker x Rate quoted as per Financial bid for the respective item) + (No. of semiskilled worker x Rate quoted as per Financial bid for the respective item) + (No. of Skilled worker x Rate quoted as per Financial bid for the respective item)**
  - iii. Lowest bidder will be identified based on whose total cost as mentioned above is lowest.

**16. Rejection of Tenders**



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

- (a) If the requisite Earnest Money Deposit/Valid Registration Certificate is not submitted along with the bid.
- (b) If the tender documents are **not duly signed**, or not found proper or complete to the satisfaction of DOT in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- (c) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- (d) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- (e) Without assigning any reason thereof.

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

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

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

**20. Signing of the contract agreement**

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

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

**22. Forfeiture of Earnest money**

In the event of failure of the tenderer to execute the Agreement or failure to remit the required security deposit within ten days of being called upon to do so, the amount of Earnest Money shall stand forfeited. The acceptance of the tender will be re-considered or revoked or cancelled at the discretion of DoT which will not amount to imposing of penalty.

**23.** Any clarifications on details of the contract can be obtained from Director, TERM MH Nagpur before the date specified for opening of the tender.

**24.** Any attempt to negotiate directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavors to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected and action to black-list the tenderer will be taken by the competent authority.

- 25.** No Gazetted Officer employed in DoT is allowed to work as a contractor for a period of two years from his retirement. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained permission of Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service as the case may be, and any security deposit, earnest money deposit and any other bills due for payment shall stand forfeited forthwith. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature, from the DoT for his illegal act.
- 26.** DoT assumes no responsibility whatsoever for any oral understandings or representations made by any of its officers or agents or servants prior to the execution of the contract.
- 27.** No communication from the tenderer in the form of any clarification or information/ document lost sight of in the original tender etc. will be given any consideration, unless any such clarification has been sought for by the DoT.
- 28.** DoT reserves the right to postpone the date of opening of tender or to cancel the tender notice without assigning any reasons thereof. Any request from tenderers to postpone or to change date of opening of the tender due to any reason, whatsoever, will not be considered.
- 29.** DoT is not bound to accept the lowest tender and reserves absolute right to reject any or all tenders without assigning any reason thereof.
- 30.** The tender form and Document shall be non-transferable.
- 31.** These instructions to the Tenderer shall be deemed to form part of the Agreement/Contract for the work.
- 32.** In case the date of opening of tender is declared a holiday, the tender will be opened on the next working day.

## Section – II

### Special Instructions

1. The Bids should be submitted online through e-tendering portal of <http://eprocure.gov.in/eprocure/app> and shall bind the bidder for the acceptance of all the conditions specified herein or in NIT.
2. The Bidders are at liberty to be present or authorize not more than one representative to be present at the time of opening of tenders.
3. Correction in the tender, if any should be initialed, otherwise the tender will be rejected at the time of opening.
4. The tender will be in force for a period of ONE year commencing from the date of execution of agreement. The DDG TERM MH may also extend the period of contract for a period of one year from the date of its expiry on the same terms and conditions with mutual consent. For the said extension, the prevailing minimum rate of wage shall be considered.
5. Quantum of work and estimated cost mentioned may increase/decrease by 25%.
6. One representative of contractor or contractor himself must be in touch with all the officers- in charge of the work. It is preferable that the contractor should have their registered Office or one of their Branch Office in Nagpur.
7. Successful bidder has to submit security deposit and to execute an agreement in the proper form on a stamp of Rs. 100/- the cost of which will be borne by the tenderer himself within 10 days from issue of letter of intent. Such agreement must conform to terms of NIT and such other condition in the tender offer as may be agreed upon by DDG TERM MH. The submission of more than one tender under different names is prohibited.
8. **Inferior Quality of Work:** - The in-charge of work shall be entitled to recover 10 % of bill amount in addition to liquidated damage charges for inferior quality of work.
9. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
10. DDG TERM MH is not bound to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) The right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties. He can also reduce or extend the period of contract without assigning any reason.
11. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.
12. The manpower engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on the DoT.
13. No sub-contracting is permissible. The near relatives of all employees working in the DoT either directly recruited or on deputation are prohibited from participation in this tender. The detailed guidelines in this regard are given in the following paragraphs:-
  - i. 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)& daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
  - ii. 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 their Government office. 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 competent authority.
14. The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law / Acts. The contract

will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the DDG TERM, MH.

15. **Service shall be from 09:00 to 1800 hrs on Monday to Friday, with a lunch break. The contractor may be called upon for the services on Saturday or Sunday or Gazetted holidays also, if required, without any extra charge. No other emoluments shall be entitled to except the actual bus fare for services outside office premises.**
16. The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and **utmost secrecy and confidentiality must be maintained.**
17. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.
18. 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 in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against TERM Cell, MH, Nagpur, Department of Telecommunications.**
19. The contractor shall be solely responsible for the redressal of grievances /resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
20. The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.

## Section – III

### Special instructions to Bidders for e-Tendering

#### General

:

These Special Instructions (for e-Tendering) supplement General and Special instructions, as given in Section I & II 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, TERM Cell Maharashtra, DOT has decided to use the (<http://www.eprocure.gov.in>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry of Communications & Information Technology, 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 TERM Cell Maharashtra, 2nd Floor, Khamla Telephone Exchange Building, Khamla, Nagpur - 440025.
- m) **Please take care to scan 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 or characters not allowed
QA Certificate(1)	Not allowed	Special characters not allowed

QA_Certificate	Allowed	Underscore allowed between words /characters
QACertificate	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 Section -XIII (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](http://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](mailto:cphp-nic@nic.in) (Please mark cc: support-nic@ncode.in)

**DOT Contact, for TERM MH, Nagpur:**

Sh. Manoj Kumar Singhal, Assistant Director General

Telephone/Mobile: 0712-2294249

E-mail ID: [manoj.singhal@gov.in](mailto:manoj.singhal@gov.in)

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

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

- a) Submission of Tender document fee & Earnest Money Deposit (EMD)
- b) Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheet).
- c) Tender Documents/Addendum/Addenda
- d) 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 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 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 **TERM Cell MH, 2<sup>nd</sup> Floor, Khamla Telephone Exchange Building, Khamla, Nagpur - 440025**, on or before the date & time of submission of bids as specified in NIT of this tender document, in a Sealed Envelope. The envelope shall be super scribed as "Tender For Providing Services of Unskilled, Semiskilled and Skilled Manpower in the Office of DDG TERM MH" and the words 'DO NOT OPEN BEFORE (1500Hrs 15.06.2018)'.

- a. EMD - Bid Security in Original in accordance with Clause 1 of NIT & Clause 4 of Section I.
- b. Tender document fee in accordance with Clause 4 of NIT.

**Note: 1** The Bidder has to upload the Scanned copy 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) duly 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 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](http://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.

during the use of CPPP.

Note: It is str

**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, 1GB RAM, Windows XP) 2 Mbps 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 (Section XIII) in XLS format.



2. Fill rates in down loaded price schedule/BOQ as specified in XLS format only. Please enter only bidder name and rates in figures.
3. BOQ Section XIII 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.

## Section – IV

### Schedule of Requirements

Sr. No	Type	Number
1	Unskilled	Four
2	Semi-skilled	Three
3	Skilled	Three

(Note: Service shall be from 0900 to 1800 Hrs on Monday to Friday, with a half hour lunch break. The contractor may be called upon for the services on Saturday Sunday or Gazetted holidays also, if required, without any extra charge. No other emoluments shall be entitled to except the actual bus fare for services outside office premises.)

### Specification & Scope of Work

1. **For Office Upkeep & Housekeeping:** This office has initial requirement for Four unskilled manpower. The unskilled manpower should be able to read and write Hindi and also be able to read addresses and names in English. The qualification of unskilled manpower should be minimum VIIIth pass.

#### **Part-I (For Unskilled worker)**

- i) Opening and closing of the office. Switching on/off all electrical points.
- ii) Cleaning of the Officers Chambers, Office Building daily and to remove the dust & waste material from the office premises (Carpet Area Also) of TERM Cell MH Nagpur.
- iii) The up keeping work includes the dusting works also i.e. the cleaning and dusting of all chairs and tables kept in the offices and officer chambers etc. daily.
- iv) Cleaning of all Wall Fans and Switch Boards etc in the office Building / Inspection Quarter under TERM Cell MH Nagpur.
- v) The contractor must use the mop for Up keeping Work.
- vi) Cleaning of Wall Net of Officers Chambers, Office Building ,regular dusting /cleaning of racks, storage spaces, windows, walls, etc and removing of cobwebs etc on ceiling roof/walls to maintain the cleanliness in the office
- vii) Sitting arrangement at the time of meeting, bringing & serving tea/water etc.
- viii) To carry out postal dispatch to post offices/courier etc.
- ix) Movement and maintenance of files in the office.
- x) Attending the calls of the officers.

2. **For Outsourcing of Data entry & other office services:** This office has initial requirement for three Semi Skilled manpower & three Skilled manpower. The semi-skilled manpower should be at least 10th Class pass. The Skilled manpower should have the Knowledge of working on computer particularly in MS office, **he should be able to run queries: in MS Access; export data from MS Access to MS Excel/text file and generate reports in prescribed formats.** His/her minimum educational qualification should be 12<sup>th</sup> standard pass.

#### **Part-II (For Semi-skilled worker)**

- i) To assist the office in maintenance of the files.
- ii) To assist the officers in checking and arranging the records and files.
- iii) To assist office in receipt and dispatch of dak in the TERL Cell MH, Nagpur outside the office.
- iv) Assisting the office in work like photocopying, making sets of reports and general office documents, faxing, meeting arrangements etc.

#### **Part-III (For Skilled worker)**

- i) Scanning the documents, computer data entry, preparation of reports and other general office documents.
  - ii) Typing the official letters and other documents
  - iii) Handling existing data and editing current information
  - iv) Taking backup of data at regular intervals & storage of data
  - v) Other functions of Data Entry Operator as assigned by the office
  - vi) The material to be inputted may be given orally or typed or handwritten form.
  - vii) Keeping the office record updated.
  - viii) **Run queries: in MS Access; export data from MS Access to MS Excel/text file and generate reports in prescribed formats.**
3. The requirement of this office may increase or decrease during the initial period of contract also.
4. The above work is required normally during office hours.
5. If the work is not performed satisfactorily on any day/days in a month, deduction shall be made proportionately (on per day per manpower basis) from the bills of the contractor and in addition a penalty @ Rupees 300/- per working day will be imposed.
6. Payments: Payments by DD/ECS will be made on monthly basis on submission of the machine numbered Bills in duplicate, addressed to the DDG TERM MH, duly pre-receipted and duly verified by the controlling AD/ADET/ADG TERM MH.

## Section – V

### Conditions of Contract

#### 1. DEFINITIONS

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

**1.2** In the CONTRACT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them :

“The expression "WORKS" or "WORK" shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.”

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

"Extra work" shall mean any work or compliance with any requirements, other than a change which is not, expressly or impliedly contemplated by the contract documents and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

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

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

The “COMPETENT AUTHORITY" means the DDG TERM MH.

**1.3** All references of: -

DoT

Member Telecom Commission

Advisor Telecom Commission

Sr. DDG

DDG

Deputy Director General TERM

Director

Assistant Director General or ADG

Assistant Divisional Engineer Telecom or ADET,

Assistant Director or AD

Junior Telecom Officer or JTO

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

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

#### **INTERPRETATION OF THE CONTRACT DOCUMENT**

**2.** The Competent Telecom Authority and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties

hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

#### **VALIDITY PERIOD OF RATE**

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

#### **TAXES AND DUTIES**

4. Contractor shall pay all levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the DoT from and against the same or any default by the Contractor in the payment thereof.

#### **PRICE ESCALATION**

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

#### **NOTIFICATION BY CONTRACTOR**

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

#### **QUALITY OF WORK**

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

#### **GUARANTEE**

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

#### **INSURANCE**

9. Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution. The Contractor shall also take out workmen's compensation insurance as required by law and undertaken to indemnify and keep indemnified the DoT from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Department may suffer or incur

with respect to and/or incidental to the same. The Contractor shall have to furnish originals and/or attested copies as required by the Competent Telecom. Authority of the policies of insurance taken within seven days of being called upon to do so together with all premium receipts and other papers related thereto which the Competent Telecom. Authority may require.

#### **INDEMNITIES**

- 10.** The Contractor shall at all times hold the DoT harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the DoT, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the DoT may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse the DoT or pay to the DoT forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the DoT arising out of or incidental to or in connection with the operation covered by the contract. The Contractor shall at his own cost at the DoT's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the DoT.
- 11.** Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, Competent Telecom. Authority shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with DoT. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to Competent Telecom Authority on demand the balance remaining due.

#### **INSOLVENCY OR DEATH OF CONTRACTOR**

- 12.** In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified DDG TERM MH shall have the power to terminate the contract without previous notice.
- 13.** Contractor's heirs/representatives shall, without the consent in writing of the DDG TERM MH, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to its liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the DDG TERM MH, in writing.

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

#### **SUB-CONTRACTS**

15. The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.
16. DDG TERM MH reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to the DoT in terms hereof and for the due fulfillment of the contracted works.
17. The Contractor shall indemnify, and save harmless the DoT from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the DoT may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be.
18. If contractor without written approval of Competent Telecom. Authority, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings the DDG TERM MH shall have power to adopt any of the courses specified in clause- (30); clause- (31) as he may deem fit in the interest of DoT and in the event of any of these courses being adopted the consequences specified in the said clause- (30); clause- (31) shall ensue.
19. Where the Contractor is a partnership firm, the previous approval in writing of the DDG TERM shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of clause- (19) hereof and the same action may be taken, and the same consequence shall ensue as provided in the said clause-(19)

#### **20. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION**

##### **Obtaining license before commencement of work:**

The contractor shall obtain a valid labour licence as per requirement under the contract labour(R & A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 before commencement of the work. The contractor shall also abide by the provisions of the Child labour (prohibition and regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

#### **21. CONTRACTORS LABOUR REGULATIONS:**

##### **Working hours**

**21.1** Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

**21.2** When a 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.

**21.3** Every worker shall be given a weekly holiday normally on Sunday, in accordance with the provision of minimum wages(Central) rules 1960, as amended from time to time, irrespective of whether such worker is governed by the minimum wages act or not. Where the minimum wages prescribed by the Government, under the minimum wages act, are not inclusive of the wages for the weekly day of rest, the 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.

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

## **22. PAYMENT OF WAGES**

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

**22.2** No wage period shall exceed one month.

**22.3** The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

**22.4** Where the employment of any 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.

**22.5** All wages shall be paid preferably in the respective bank accounts of the manpower.

**22.6** In case of payments of wages in currency, the payments 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 presence of the authorized representative of the office who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen. Wages due to every worker shall be paid to him direct or the other person authorized by him in this behalf.

**22.7** In case the work is completed before the expiry of the wages period, final payment shall be made within 48 hours of the last working day.

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

**22.9** It shall be the duty of the contractor to ensure the disbursement of wages in bank accounts and required to submit the payment details along with the monthly bill to the office.

**22.10** Each claim bill of the contractor must accompany details of labors/employees engaged, duration of their engagement/wage register /amount of wages paid/amount of EPF/ESI contributions and declaration from the contractor regarding compliance of the condition of EPF Act 1952.

**22.11** **The contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day after 6 days & national holidays, PF, ESI etc. & the documentary proof of the same has to be attached with each month's bill.**

## **23. LABOUR RECORDS**

**23.1** The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour(R & A) Central Rules 1971 **and same shall be submitted along with monthly bills to be submitted by contractor.**

**23.2** The contractor shall maintain a muster roll register in respect of all workmen employed by him on the work under contract in form XVI of the CL(R & A) Rules.

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

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

**23.5** The contractor shall maintain a Register of Fines in the form XII of the CL(R & A) rules 1971 the contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.



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

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

**24. (A) 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 Central Government on his behalf.

**(B) Submission of Returns**

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

**25. INSURANCE:**

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

**26. COMPLIANCE WITH LAWS AND REGULATION**

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or DoT, municipal boards, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and /or provisions .The contractor shall assume full responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.

**27.** Any assignee to share any portion of the work to be performed hereunder may be assigned. Assignee to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the DoT, harmless and indemnified from and against and all penalties ,actions ,suits, losses and damages, claims and demands and costs (inclusive between attorney and client)charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or subcontractor to make full and proper compliance with the said by-laws, rules ,regulations, laws and order and provisions as aforesaid.

**FORCE MAJEURE: -**

**28.** If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events)provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the DoT as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole

or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

29. Provided also that if the contract is terminated under this clause, the DoT shall be at liberty to take over from the contractor at a price to be fixed by the DoT which shall be final, all un-used, un-damaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the DoT elect to retain.

#### **BREACH OF CONTRACT**

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

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

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

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

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

To employ labour paid by the DoT and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the DDG TERM MH shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it has been carried out by the Contractor under the terms of the Contract. The certificate of the Competent Telecom Authority as to the value of the work

done shall be final and conclusive against the Contractor, provided always that action under the sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided that if the expenses incurred by the DoT are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

After giving notice to the Contractor to measure up the work of the Contract and to take such part there of as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Competent Telecom. Authority shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by DoT under this contract or on any other account whatsoever or from his security deposit as the case may be.

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

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

#### **CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF**

34. The Competent Telecom. Authority may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.
35. The Competent Telecom. Authority may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.
36. If at any time after the commencement of the work the Competent Telecom Authority shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Competent Telecom Authority shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

#### **PAYMENTS**

37. The Contractor shall submit bills at office of concerned Competent Authority for the executed work complete in all respects by the AD/ADE/ADG in charge of the section. The bills will be submitted in DUPLICATE and in the manner and form that may be prescribed by the Competent Authority. Account payee cheque /DD/ECS for amounts passed in the bill will be issued only after the Contractor gives a stamped receipt for the amount unless the bills are pre-receipted. Payments will be made only by Account payee cheques/DD/ECS. The Competent Authority will

have the right to recover liquidated damages for delay or slow progress of the work, penalty etc. from the bills submitted for payment.

- 38.** Income Tax and such other Taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer/DDO detailing the amount so deducted as tax at source at the time of payment of each bill.
- 39.** The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made fully after the Competent Authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account. Unless there are specific reasons, all accounts are expected to be settled within a period of six months from the date of completion of the work in all respects.
- 40.** Contractor shall pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work. Such expenditure shall be intimated to Contractor either by Competent Authority or concerned third parties in writing. If contractor fails to pay to the concerned third parties such amount within fifteen days from the date of notice, the Competent Authority shall recover such amount from the contractor and will make the payment to concerned third parties at the risk and cost of the contractor.
- 41.** The contractor shall not be justified in abandoning the contract because the DoT has delayed making payment(s) in respect of other work being done for the DoT by the Contractor.
- 42.**
- a) The monthly bill for supply of unskilled, semi skilled & skilled manpower shall be submitted by the Contractor within one month of the date of completion of work or of the date of the certificate of completion furnished by the Competent Telecom Authority. The contractor has also to submit an undertaking that EPF, ESI and GST (Goods & Service Tax) contributions as per terms and conditions of this Document and as per the rates in Sr. No. 1 to 4 in the **Clause 42.b)** has been made by the contractor, if the same is claimed in the bill for payment .
- b) Components of Rates for Payment:

Sr. No.	Component of Rate	Unskilled	Semi skilled	Skilled
1	Monthly wages for Goa as per order No. F.No. 1/10(3)/2018-LS-II dated 03.04.2018 from O/o Chief Labour Commissioner(C) New Delhi as applicable (Presently)	Rs 14,378 /- (Rs 553x26) per manpower per month	Rs 15,912 /- (Rs 612x26) per manpower per month	Rs 17,498/- (Rs 673x26) per manpower per month
2	EPF contribution payable as per the rules applicable from time to time.	As per the rules applicable from time to time		
3	ESI contribution payable as per the rules applicable from time to time.	As per the rules applicable from time to time		
4	Goods and Service Tax (GST) payable as applicable from time to time	As per the rules applicable from time to time		
5	Contractor's Administrative/Service charge per manpower per month	<b>As quoted in the financial bid and approved by competent authority.</b>		

In Sr. No.1 to 4 are the Present Rates as per the statutory provisions and subject to revision from time to time.

- c) The TERM Cell MH reserves the right to ask for submission of any document including receipts to prove the correctness of any undertaking or bill or other document submitted to this office by the contractor and the contractor is bound to submit it.

#### **SECURITY DEPOSIT**

43. Earnest Money deposited at the time of submission of the tender, will be converted into Security Deposit on the acceptance of the tender.
44. The successful tenderer will have to deposit a Security Deposit for a sum of **Rs. 2,64,000/-** (Including BID EMD of Rs. 66,000 /-) at the time of signing of agreement within 10 working days of the issue of the letter of intent. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Communication Accounts Officer, CCA, payable at Mumbai, Department of Telecommunications or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of the Company / Firm / Agency **but hypothecated to the** Communication Accounts Officer, CCA, payable at Mumbai. The performance security in favour of Communication Accounts Officer, CCA, payable at Mumbai should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier.
45. Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by the DoT on the Security Deposit or on amounts payable to the Contractor under the contract.
46. Security Deposit/PBG shall be liable for appropriation / adjustment against any liquidated damages for delayed execution. If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the DoT to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor .
47. The Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.
48. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit/PBG or from any sum which may be due or may become due to the contractor by the DOT on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the bills of the contractor.
49. If the contractor duly performs and completes the contracts in all respects, the DoT shall refund the Security Deposit/PBG to the Contractor after deducting all costs and other expenses that the DoT may have incurred for making good any loss due to any action attributable to the contractor which the DOT is entitled to recover from the contractor.
50. Security Deposit/PBG will be refundable only after full settlement of final bill for the works contracted/executed under the contract and on submission of NOC from the AD/ADE/ADG Concerned.
51. Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for three years after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the DoT.

#### **DISPUTES AND ARBITRATION**

52. 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 MH or in case his designation is changed or its office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the DDG TERM MH or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the DDG TERM MH or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the DDG TERM MH or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a DOT employee or that he has to deal with the matter to which the agreement relates or that in the

course of his duties as DOT employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such DDG TERM MH or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the office of DDG TERM MH at Nagpur or such other places as the arbitrator may decide.

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



## Section – VI

### 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.

Whereas the contractor has offered to enter into contract with the said DoT in section ..... for providing unskilled, semiskilled and skilled manpower in DDG TERM MH, Maharashtra, jurisdiction on the terms and conditions herein contained and the rates approved by the DDG TERM MH (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

Now these presents witness 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 contract that is to say from (Date) ..... to (Date) ..... Or completion of work for Rs.....(.....in words) whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of manpower employed at his own expenses and by means of tools, implements and equipment etc. to supplied by him to his manpower at his own expense, all other associated works as described in Bid documents (annexed to the agreement), when the DDG TERM MH or any other persons authorized by the DDG TERM MH in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. **The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, 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 manpower with means & materials as wee as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
4. The contractor hereby declares that nobody connected with or in the employment of the TERM Cell and/or O/o CCA Department of Telecommunications; Maharashtra is not/shall not ever be admitted as partner in the contract.
5. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the DoT having bearing on execution of work and payments of work to be done under the contract. In witness whereof the parties present have here into set their respective hands and seals the day, year in.....

Above written:

( ) ( )

Signature on behalf of DoT  
Name:  
Designation:  
Seal:

Signature on behalf of Contractor  
Name:  
Designation:  
Seal:

**Agreement signed in the presence of**

**Witness 1:**

Signature:

Name:

**Witness 2:**

Signature:

Name:

**Witness 1:**

Signature:

Name:

**Witness 2:**

Signature:

Name:



## Section – VII

### Performa of Performance Security Bond

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

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

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

Dated: \_\_\_\_\_

For \_\_\_\_\_  
(Indicating the name of the Bank)

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

## Section – VIII

### Technical Bid (Proforma for bidder's details)

**Tender No.: TERM/MH/Tenders/Manpower/2018-19 dated 22.05.2018**

#### **Bidder's details**

**Tender for providing services of unskilled, semiskilled and skilled manpower to TERM Cell MH, Department of Telecommunications, Nagpur.**

1. Name of Tendering Company/ Firm/ Agency : \_\_\_\_\_  
(Attach Self-attested copy of certificate of registration)
  
2. Name of proprietor/partner/Director of : \_\_\_\_\_  
Company/Firm/Agency
  
3. Name of other partners & Directors of the : \_\_\_\_\_  
Company/Firm/Agency
  
4. Full Address of Reg. Office : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- Telephone No. : \_\_\_\_\_
  
- FAX No. : \_\_\_\_\_
  
- E-Mail Address : \_\_\_\_\_
  
5. Full address of Operating/ Branch Office : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- Telephone No. : \_\_\_\_\_
  
- FAX No. : \_\_\_\_\_
  
- E-Mail Address : \_\_\_\_\_
  
6. PAN/ GIR No : \_\_\_\_\_  
**(Attach Self-attested copy)**
  
7. GST (Goods & Service Tax) Registration No. : \_\_\_\_\_  
**(Attach Self-attested copy)**
  
8. E.P.F. Registration No. : \_\_\_\_\_  
**(Attach Self-attested copy)**
  
9. E.S.I. Registration No. : \_\_\_\_\_  
**(Attach Self-attested copy)**

10. Financial turnover of the tendering Company / Firm / Agency for the last 2 Financial Years:

(Attach separate sheet if space provided is insufficient)

Sr. No.	Financial Year	Amount of (Rs.)	Remarks, if any

11. Give details of the major similar contracts during the last two years in providing manpower to Public Sector Undertaking or Government Departments in the following format. (Self-Attested copies of experience certificate also be attached)

Sr. No.	Details of client along with address ,telephone and FAX numbers	Amount of Contract (Rs.)	Experience certificate for the period	
			From	To

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

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

Signature of authorized person

Date:

Name:

Place:

Seal:

## Section – IX

### **Certificate of Non-Participation of near Relatives in the Tender**

(As required under Section II, clause 13 of Tender document)

**Tender No.: TERM/MH/Tenders/Manpower/2018-19 dated 22.05.2018**

I ..... S/o; D/o; W/o Sh.....  
R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in Department of Telecommunications as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal\*

The near relative (s) means:

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

**In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners, and in case of Limited company, by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.**

## Section – X

### Declaration for website downloaded & non-tampering of tender document

**Tender No.: TERM/MH/Tenders/Manpower/2018-19 dated 22.05.2018**

I/We Director(s) of M/s -----, hereby declare that I/We have downloaded the Tender Document from the website <http://www.eprocure.gov.in> or [www.dot.gov.in](http://www.dot.gov.in) and I/We have not tampered the tender document issued vide TENDER No: **TERM/MH/Tenders/Manpower/2018-19 dated 22.05.2018**. 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 the Bidder with Date & Seal**

## Section – XI

### Declaration regarding Blacklisting/Non-Blacklisting

*(From Taking part in Tenders by DoT/Government Department/PSUs)*

**Tender No.: TERM/MH/Tenders/Manpower/2018-19 dated 22.05.2018**

I/We Director(s) of M/s \_\_\_\_\_ hereby declare that the Company namely M/s \_\_\_\_\_ has not been blacklisted or debarred in the past by DoT or any other Government Department/Organization/Under Taking from taking part in Government tenders.

**Or**

I / We Director(s) of M/s ----- hereby declare that the Company namely M/s -----was blacklisted or debarred by DOT, or any other Government Department from taking part in Government tenders for a period of ----- years w.e.f. ----- . The period is over on ----- and now the 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 DoT and EMD/SD shall be forfeited.

In addition to the above, DoT, will not be responsible to pay the bills for any completed / partially completed work.

**Signature of the Bidder with Date & Seal**

## Section – XII

### Pre-Receipt for Refund of EMD

**Tender No.: TERM/MH/Tenders/Manpower/2018-19 dated 22.05.2018**

Received with thanks from TERM Cell Maharashtra, a sum of Rs...../-  
(Rs.....only), towards refund of Earnest Money Deposit  
paid in respect of Tender No.: **TERM/MH/Tenders/Manpower/2018-19 dated 22.05.2018.**

**Signature of the Bidder with Date & Seal**  
(On one rupee revenue stamp)

Date:

Place:

Name & Address:

(Note: EMD will be returned to unsuccessful Bidder only after finalization/completion of the tender)



## Section – XIII

### Financial Bid (BoQ)

**Tender No.: TERM/MH/Tenders/Manpower/2018-19 dated 22.05.2018**

**Format for quoting rates for providing services of unskilled, semiskilled & skilled manpower to TERM Cell MH, Department of Telecommunications, Nagpur.**

Sl. No.	Item Description	Charges in figures to be entered by the Bidder Rs. P	Quantity	Total Amount	Total Amount In words
1.	Contractors Administrative / Service Charge per manpower per month				
1.01	Unskilled manpower	.....	4		
1.02	Semiskilled manpower	.....	3		
1.03	Skilled manpower	.....	3		
				<b>Total in Figures:</b>	
				<b>Total in Words:</b>	

**Note:**

1. The contractor has to quote only Contractor's Administrative/Service charge per manpower per month. Please see **Section V Clause 42.b** of this tender document.
2. The detailed evaluation procedure to arrive at L-1 bidder will be as mentioned in clause 14 under **Section I** of tender document.
3. The rates quoted are inclusive of all statutory charges, taxation and liabilities in force at the time of submission of bid (except GST (Goods & Service Tax) which shall be paid as applicable from time to time).
4. Rates should be quoted for all the items.
5. **No overwriting on financial bid is accepted, in case of any ambiguity, the amount given in words will be considered as final for evaluation.**

**DATE**

**SIGNATURE**

**SEAL**

## Section – XIV

### Check List of Documents

Sr. No.	Particulars
1.	Duly filled and signed Proforma for bidder's details as per Section VIII.
2.	EMD & Tender document fee (in case of online payment through NTRP, online payment receipt to be uploaded online; In case of payment through DD, Scanned copy of DDs to be uploaded online & original DDs to be submitted offline).
3.	Self-attested copy of registration of company/partnership firm/proprietary with appropriate authority.
4.	Authorization letter in case person other than the bidder has signed the tender documents.
5.	Self-attested Copy of PAN card and of GST (Goods & Service Tax) registration certificate issued by competent authority.
6.	Self-attested copy of EPF and ESI registration with competent authority.
7.	Self attested copy of valid labour license from competent authority or Declaration regarding exemption/non-applicability of labour license quoting relevant clause(s) of Labour Laws.
8.	Self-attested Copy of certificate of at least one year experience of similar work (of providing unskilled, semi-skilled or skilled manpower) during the last two years (from the date of NIT) in providing manpower to Public Sector Undertakings or Government Departments.
9.	Duly filled and signed certificate regarding no near relatives as per Section IX.
10.	Duly filled and signed declaration regarding Website downloading & Non-tampering of Tender document as per Section X.
11.	Duly filled and signed declaration regarding Blacklisting/Non-blacklisting as per Section XI.
12.	Duly filled and signed Pre receipt for refund of EMD as per Section XII.
13.	Tender document & its enclosures duly signed & stamped by bidder or his authorised representative on each page as a token of their acceptance.
14.	Financial Bid (BoQ) as per Section XIII.

Documents should be enclosed are as follows:-

- I. Technical Bid- All documents from Sl. Nos. 1 to 13 in the above checklist should be serially scanned and uploaded.
- II. Financial Bid- Financial bid should be completed in BoQ format (excel sheet) and uploaded.

**DATE**

**SIGNATURE**

**SEAL**