



Government of India
Ministry of Communications
Department of Telecommunication
Sr. Deputy Director General, AP LSA, Hyderabad
2nd Floor, Kavadiguda Telephone Exchange Building
Bholakpur, Hyderabad – 500 080

Website: www.dot.gov.in

Tender No. APLSA/HYD/HK, Security and Data Entry Services/2018-19, Date: 03-08-2018

E-BID DOCUMENT

FOR

‘HOUSE KEEPING, SECURITY AND DATA ENTRY SERVICES

IN

O/o Sr. Deputy Director General (HoD), AP LSA, Hyderabad

Price of Bid Document : Rs. 500.00

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

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SECTION – I

NOTICE INVITING TENDER

E-Tender on behalf of the President of India, are invited under Two Packet System viz. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies /Firms /Agencies for providing House keeping, Security and Data Entry Services (for day to day running of the office) to the office of Sr. DDG (APLSA), Hyderabad, for a period of one year.

Note: The tenderer should submit DD/Pay Order for Rs.1,51,500/- towards EMD. The DD has to be submitted off line before 15:00 hrs on 11.09.2018 and scanned copy of DD/Pay Order to be uploaded online.

1. Schedule:

Date of issue of Bid Document	: Bidder can download the Bid Document from 21-08-2018 at 10:00 Hrs from the DOT website: www.dot.gov.in or the E-Procurement portal http://eprocure.gov.in/eprocure/app by using bidder login credentials.
Last Date & time for submission of tender	: 11.09.2018 at 15:00 hrs.
Physical submission of EMD	: 11.09.2018 at 15:00 hrs.
On-line opening of Tender Bids (Technical bids)	: 12.09.2018 at 15:00 hrs.
Date & time for opening of Financial Bid for Technically qualified bidders.	: Will be intimated later.
Place of opening the Tenders	: O/o Sr. DDG (HoD), AP LSA, 2 nd Floor, Kavadiguda Telephone Exchange, Bholakpur, Hyderabad – 500 080
Bid Validity Period/Validity of Bid offer for Acceptance by DOT	: 90 days from the date of opening of the tender.
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
4. Services to be offered	: House keeping, Security and Data Entry Services for day to day running of office.
5. Performance Security	: 10 % of the tender value
6. Duration of contract	: valid for a period of one year from date of issue of work order. However, contract may be extended for further period up to one year if agreed mutually.
7. Tender Document Fee	: DD for an amount of Rs.500/- (Rupees Five Hundred only) inclusive of applicable taxes (non refundable) from Nationalized / Scheduled bank drawn in favour of "CAO, O/o Pr. CCA, Hyderabad" payable at Hyderabad has to be submitted offline (Scanned copy of DD to be

uploaded online) towards tender document fee failing

which the tender bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Draft submitted. **Tender fee is exempted for the firms having registration certificate issued by NSIC/MSME.**

8. Bid Security (EMD)

: DD/Pay Order for an amount of Rs.1,51,500/-(Rupees One Lakh Fifty One Thousand Five hundred only) inclusive of applicable taxes (non refundable) from Nationalized / Scheduled bank drawn in favour of "CAO, O/o Pr. CCA, Hyderabad" payable at Hyderabad has to be submitted offline (Scanned copy of DD to be uploaded online) towards Bid Security (EMD) failing which the tender will be rejected. Bidders are requested to write their name and full address at the back of the Bank Draft submitted.

9. **Submission of Tenders:** The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per guidelines mentioned in the portal. Tender has to be submitted only online at <http://eprocure.gov.in/eprocure/app> in two bid systems i.e (i) Technical 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 clause No.6 of Section-II of the Tender Document.

10. The Department 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 Sr. DDG (HoD), AP LSA, Hyderabad, Ministry of Communication, and Department of Telecommunications in this regard shall be final and binding on all.

11. The aforesaid DDs/Pay orders towards cost of Tender Document and EMD should be submitted offline to the ADG (Admn), O/o Sr. DDG, AP LSA, Hyderabad on or before 15:00 hrs on 11.09.2018 and the scanned copy to be uploaded online on or before 15:00 hrs on 11.09.2018. The DD towards the cost of Tender Document and that towards the Earnest Money Deposit should bear the date after the date of NIT.

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

Sd/-

ADG (Admn),
Office of Sr. Deputy Director General, AP LSA
2nd Floor, Kavadiguda Tele Exch Bldg
Bholakpur, Hyderabad – 500 080

SECTION II

INSTRUCTIONS TO BIDDERS

1. Eligible Bidders

- a. Bidder should be registered with the labour department of the Central/State Government.
- b. The bidder should have experience of at least one year in providing the manpower to various central / state government organizations/PSUs for similar kind of services.

2. Cost of Bidding

Tender documents downloaded from the web site 'www.eprocure.gov.in' and also from www.dot.gov.in. DD for an amount of Rs.500/-(Rupees Five Hundred only) inclusive of applicable taxes (non refundable) from Nationalized / Scheduled bank drawn in favour of " CAO, O/o Pr. CCA, Hyderabad" payable at Hyderabad has to be submitted offline(Scanned copy of DD to be uploaded online) towards tender document fee. The bidder shall bear all costs associated with the preparation and submission of the bid. The Sr. Deputy Director General (HoD), AP LSA, DoT, Hyderabad in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

3. Bid Document

- i. Bid document includes
 - a. Instructions to bidders
 - b. General Condition (Commercial) of contract
 - c. Special conditions of contract
 - d. Schedule of requirement and Price schedule
 - e. Bid form
 - f. Letter of authorization to attend bid opening
 - g. Certificate on Non-participation of near relatives in the tender.
 - h. Declaration
- ii. The bidder is required to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all or any of the information required as per Bid document or submission of the bids not substantially responsive to the Bid document in every respect will be at the bidder's risk and may result in rejection of the bid.
- iii. A prospective bidder requiring any clarification on the Bid document shall notify in writing. The Sr. DDG (HoD), AP LSA, Hyderabad shall respond in writing to any request for the clarification of bid document which it receives not later than 5 days prior to the date of opening of the Tender.

4. Documents required to be submitted for establishing Bidders Eligibility and Qualifications along with the bid document.

- a. The Bidder shall furnish the particulars of past performance of at least one year with supporting documents.

- b. Partnership Deed or Proprietorship Deed or Article/Memorandum of Association as the case may be with the latest Annual Account in form C6.
- c. Firm Registration certificate
- d. Registration Certificate with ESI
- e. Registration Certificate with PF Commissioner.
- f. The latest license from the Labour Commissioner for operating this type of services.
- g. Copy of PAN card of the organization.
- h. Copy of GST Registration Certificate.
- i. All or any other certificates required as per labour laws.
- j. Last 2 years Income Tax Returns statements.

5. Amendment to Bid Document

- i. At any time, prior to the date of submission of bid, the Sr. DDG (HoD), AP LSA, Hyderabad may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the Bid document by amendments.
- ii. The amendments shall be notified on-line in 'www.eprocure.gov.in' and www.dot.gov.in sites and these amendments will be binding on the bidders.

6. Document comprising the bid

The bid prepared by the bidder shall comprise the following components.

- a. Documentary evidence in accordance with clause 1 of Section II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted
- b. Bid security furnished in accordance with clause 10 of Section II
- c. A clause by clause compliance as per clause 9 of Section II
- d. Bid form and online Price schedule completed in accordance with clause 7 and 8 of Section II.
- e. All documents as per clause 4 of Section II.

7. Bid Form

The bidder shall complete the bid form and the appropriate online price schedule furnished in the e-bid document covering the service to be rendered and price schedule.

8. Bid Price

- i. The supplier shall quote as per On-line price schedule (in BoQ.xls sheet) for the House Keeping, Security and Data Entry Services for day to day running of the office in the schedule of requirement.
- ii. The service charges quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iii. "Discount" or "Extra Charges" if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

9. Clause by clause compliance

A clause by clause compliance of General Conditions (Commercial) of Contract (Section III) and Special Conditions of Contract (Section IV) shall be given along with the bid.

10. Bid Security

- i. The bidder shall deposit Rs.1,51,500/- (Rupees One lakh Fifty One Thousand Five Hundred only) as Bid Security (EMD). The Bid Security shall be in the form of DD drawn in favour of 'CAO (Cash), O/o Pr. CCA, Hyderabad' which may be submitted in a separate cover.
- ii. The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the performance security.
- iii. The bid Security may be forfeited -
 - a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
 - b. If the successful bidder fails:
 - i. To sign contract in accordance with clause 18
 - ii. To furnish performance security in accordance with clause 2 of Section-III

11. The bid shall be filled either typed or printed and all pages numbered consecutively and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The bids with overwriting/erasures will not be entertained.

12. Submission of Bid:

- i. Tender document fee as per clause 2 and Bid Security in accordance with clause 10(i) of Section-II / exemption certificate are not furnished, bid shall be rejected as non-responsive at the bid opening stage.
- ii. The bid security of unsuccessful bidder will be discharged / returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.

12.1 Instructions for online Bid submission:

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eporcure/app> .The bidder must carefully follow the instructions:

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

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

iii) Bidder need to login to the site through their use ID/password chosen during enrolment/registration.

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

v) The DSC that is registered only should be used by the bidders and should ensure safety of the same.

vi) Contactor/Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he / she is interested.

vii) After downloading/getting the tender document/ Annexures / Appendices ,the bidder should go through them carefully and then submit the documents as asked , otherwise bid will be rejected.

viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.

ix) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by given the password of the e-Token/Smart Card to access DSC.

x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the “my tenders” folder.

xi) From my tender folder , he selects the tender to view all the details indicated.

xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for, otherwise, the bid will be rejected.

xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/ rar and the same can be uploaded , if permitted. Bidders Bid documents may be scanned with 570 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

xiv) Bidder should take into account the corrigendum/Addendum published from time to time before submitting the online bids.

xv) The Bidders can update well in advance , the documents such as certificates ,annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

xvi) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.

xvii) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

xviii) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.

xix) The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise bid will not be acceptable.

xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

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

xxii) If price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

xxiii) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

xxiv) After the bid submission (i.e after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

xxv) The time settings fixed in the sever side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in T-tender system. The bidders should follow this time during bid submission.

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

xxvii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption

using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers

xxviii) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

xxix) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

xxx) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send an email to cppp-nic@nic.in.

13. Bid Opening:

The Sr. DDG, AP LSA, Hyderabad or his representative shall open the e-bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on 12-09-2018 at 15.00 hrs. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in Section-VII).

14. Evaluation:

1. The bids will be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly submitted and whether bids are generally in order.
2. A bid will be considered as non-responsive –
 - i. If the Bid security (EMD) is not submitted (in form of DD/Pay Order) or amount drawn is less.
 - ii. If the DD for bid security/cost of tender form is not drawn as given in NIT.
 - iii. If the bid validity is less than 90 days
 - iv. If bids submitted with conditions other than those specified in the Bid document.
 - v. If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the amount in words, his bid shall be rejected.
 - vi. Canvassing of any form.
 - vii. If the wages quoted by the bidder are less than the minimum wages as per the Minimum Wages Act.
3. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bid document without material deviation. A bid determined as substantially non-responsive will be summarily rejected.
4. If there is a discrepancy between words and figures the amount in words shall prevail.
5. The substantially responsive bids will be evaluated in detail for the price comparison. The comparison of bids shall be on the price of the services offered

inclusive of all levies and charges as indicated in the price schedule (On-line BoQ Sheet) in Section-V of the bid document.

6. L-1 shall be decided based on the charges per manpower per day quoted in Section-V. The formula for determining L1 is $7P+8Q+5R$ (P=Security, Q=House keeping, R= Data Entry sources for day to day running of office).
7. If all the tenderers have quoted the same rate, then the period of experience of the tenderer will be counted as criteria for selection of L-1. For this purpose, documentary proof of experience submitted along with the bid only will be counted and no other documents shall be entertained.

15. Award of Contract

The Sr. DDG (HoD), AP LSA, Hyderabad shall consider placement of letter of intent to those bidder(s) whose offers have been found acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with the Performa specified by the authorized officer.

16. Right to vary quantities

The Sr. DDG (HoD), AP LSA, Hyderabad reserves the right at the time of award of contract / during the contract period to increase or decrease the quantity as per the actual requirement. There is no minimum and maximum number for each category of the services and change of the quantity will not affect the terms and conditions of this bid during its validity.

17. Signing of Contract

- i. Signing of Agreement shall constitute the award of outsourcing contract on the bidder.
- ii. Upon the successful bidder furnishing the performance security, the Sr. Deputy Director General (HoD), AP LSA, Hyderabad shall discharge its bid security in pursuant to Clause – 10(ii) of Section-II.

18. Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 17 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Sr. Deputy Director General (HoD), AP LSA, Hyderabad may make the award to any other bidder at his sole discretion or call for new bids.

19. Period of validity of bids

- i. The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by the Sr. Deputy Director General (HoD), AP LSA, Hyderabad as non-responsive.
- ii. A Bidder accepting the request of the Sr. Deputy Director General (HoD), AP LSA, Hyderabad for an extension to the period of bid validity, in exceptional circumstances may do so, however will not be permitted to modify bid.

20. Cancellation of bid

The Sr. Deputy Director General (HoD), AP LSA, Hyderabad reserves the right to cancel the bid (tender) partly or fully without assigning any reason.

SECTION III

GENERAL CONDITIONS (COMMERCIAL) OF CONTRACT

1. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein and in NIT unless otherwise agreed by the Sr. Deputy Director General (HoD), AP LSA, Hyderabad.

2. Performance Security

2.1. The successful bidder shall be required to deposit an amount equal to 10 % of the Tendered value within 2 weeks of conveying the intention for accepting the bid as Performance Security. However if the work is awarded to more than one bidder the security deposit will be collected proportionately among the successful bidders, as per the allotment of security.

2.2. Performance security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank as per the Performa that will be provided by the authorized officer or in the form of DD drawn in favour of 'CAO (Cash), O/o Pr. CCA, Hyderabad'. In case of bank guarantee, the validity of the bank guarantee shall be for a period of fifteen (15) months i.e. the bank guarantee shall be valid throughout the period of the contract plus three (3) additional months.

2.3. Performance security will be discharged after compliance of contractor's performance obligation under the contract.

2.4. Performance Security will not carry any interest if paid in the form of DD.

2.5. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for the Sr. Deputy Director General (HoD), AP LSA, Hyderabad to forfeit either whole or any part of performance security furnished by the bidder.

3. Executive Time Limit

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. Payment terms

4.1. The monthly bill for the manpower supplied in the preceding month shall be submitted in duplicate on or after the first day of every month separately for each services.

4.2. Payment will normally be made within 30 days of receipt of the bill duly verified and certified subject to deduction, if any.

4.3. Income Tax as per the prevailing rules will be deducted as tax at source. However, if any new legislation comes into effect for deduction of tax at source at any other rate, deduction will be made at that rate.

4.4. The bills are to be submitted in duplicate along with the following enclosures and in the manner and form that may be prescribed by the designated officer from time to time. However, the relevant enclosures are specified as follows :

- i. Copy of details of payment made to the manpower in the presence of the designated officer of O/o Sr. DDG (HoD), AP LSA, Hyderabad. The payment to the manpower shall be done either by cheque or through ECS only.

- ii. EPF and ESI Challans for the previous month
- iii. List of individual details of contributions made by the employer / employee towards EPF and ESI for the previous month
- iv. Copy of the GST paid receipt for the previous month

5. Period of validity of the Contract

Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However, contract may be extended for further period up to one year if agreed mutually by the contractor and Sr. Deputy Director General (HoD), AP LSA, Hyderabad on the same terms and conditions. However, under no circumstances, service charges shall be revised, upgraded or increased, either during the currency of contract period or during the period of extension of same.

6. Termination of Contract

- i. The Sr. DDG (HoD), AP LSA, Hyderabad may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts:
 - a) If the contractor fails to arrange the supply of any or all of the House keeping, Security and Data Entry services for day to day running of the office within the period(s) specified in the contract or any extension thereof granted; or
 - b) If the contractor fails to perform any other obligation(s) under the contract.
- ii. The Sr. DDG (HoD), AP LSA, Hyderabad may without prejudice, to other rights under Law or the contract provided get the hiring of House keeping, Security and Data Entry services for day to day running of the office done at the risk and cost of the contractor in above circumstances.

7. Termination for insolvency

The Sr. DDG (HoD), AP LSA, Hyderabad may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

8. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is 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, lockage or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality and given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be responsible of such events and be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of Sr. Deputy Director General, AP LSA, Hyderabad as to whether the supplies 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.

9. Arbitration

9.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitrator, who will be appointed by the Sr. Deputy Director General (HoD), AP LSA, Hyderabad.

9.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

9.3 The venue of the arbitration proceedings shall be at office of the Sr. Deputy Director General (HoD), AP LSA, 2nd Floor, Kavadiguda TE Bldg., Bholakpur, Hyderabad or such other place as the arbitrator may decide.

10. Set Off

Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by Sr. Deputy Director General (HoD), APLSA, Hyderabad and set off the same against any claim of Sr. Deputy Director General (HoD), AP LSA, Hyderabad for payment of a sum of money arising out of this contract or under any other contract made by contractor with Sr. Deputy Director General (HoD), APLSA, Hyderabad.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section-II and General (Commercial) conditions of the contract as contained in section-III and wherever there is a conflict, the provisions herein shall prevail over those in section-III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. The Sr. DDG (HoD), AP LSA, Hyderabad reserves the right of disqualifying such bidders who have a record of not meeting contractual obligations against earlier contract entered into with the Sr. DDG (HoD), AP LSA, Hyderabad.
4. The Sr. DDG (HoD), AP LSA, Hyderabad reserves the right of blacklisting a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The engagement of personnel and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed as breach of this contract and is liable for termination of the contract and render him (contractor) ineligible for participation in any future biddings.
6. The Agency will most particularly be held responsible to pay minimum wages every month to their workers deployed at O/o Sr. Deputy Director General (HoD), AP LSA, Hyderabad throughout the tenure of this agreement. The minimum wages to be paid to the workers by the Agency will be in accordance with the orders of the Central/State Government issued from time to time.
7. No subcontract is permissible.
8. The near relatives of the staff of O/o Sr. Deputy Director General (HoD), AP LSA, Hyderabad recruited or on deputation are prohibited from participation in this tender. The near relation for this purpose are defined as:
 - a) Members of a Hindu Undivided Family
 - b) Husband and wife
 - c) The one is related to the in the manner as father, mother, son(s), son's wife (daughter-in-law), Daughter(s) and daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) & sister's husband (brother-in-law).
9. The bidder should give a certificate to the effect that none of his/her such relative is working in the unit of the Sr. Deputy Director General (HoD), AP LSA, Hyderabad as defined above. In case of proprietorship firm the certificate will be given by the proprietor. For partnership firm certificate will be given by each partner(s) and authorized signatory. If at any stage it is found that the certificate issued as above is false, the contract shall be terminated and earnest money /security deposit will be forfeited. The Sr. Deputy Director General (HoD), APLSA, Hyderabad will not pay any damages to the company or firm or concerned person. The

company or firm or the person will also be debarred for further participation. (Performa given in Section-VIII).

10. The Sr. DDG (HoD), AP LSA, Hyderabad reserves right to counter offer price against price quoted by the bidder if any information obtained/received about cartel formation.
11. The Sr. DDG (HoD), AP LSA, Hyderabad reserves the right to vary the quantity in Schedule of requirements as per the actual requirement.
12. The Sr. DDG (HoD), AP LSA, Hyderabad reserves the right for placement of full tendered quantity on the lowest bidder itself.
13. The Sr. DDG (HoD), AP LSA, Hyderabad can terminate the agreement by giving a notice of one month without assigning any reason.
14. The Sr. DDG (HoD), AP LSA, Hyderabad reserves the right to terminate the contract at any point of time in case of unsatisfactory performance. The decision of the Sr. DDG (HoD), AP LSA, Hyderabad shall be final & binding.
15. The Agency shall submit monthly duty chart of House keeping, Security and Data Entry services for day to day running of office to the Sr. DDG (HoD), AP LSA, Hyderabad at the commencement of the month. He shall also submit the daily attendance sheet of the House keeping, Security and Data Entry services for day to day running of office for the previous working day. Failure to do so will result in non-payment of the day/days for which the attendance sheet is not furnished.
16. The Agency shall not replace the House keeping, Security and Data Entry services for day to day running of office for assigned job at random. This shall be done with the prior approval of the Sr. DDG (HoD), AP LSA, Hyderabad or officer designated by this office and full particulars of the House keeping, Security and Data Entry services for day to day running of office so deployed shall be given to the Sr. DDG (HoD), AP LSA, Hyderabad. In case any of the House keeping, Security and data entry staff are found to be posted without the approval of the Sr. DDG (HoD), AP LSA, Hyderabad, the Sr. DDG (HoD), AP LSA, Hyderabad shall not pay for such House keeping, Security and Data Entry services for day to day running of office.
17. No leave of any kind to the House keeping, Security and data entry personnel shall be sanctioned by the Sr. DDG (HoD), AP LSA, Hyderabad or officer designated by this office. The Agency shall be liable to make substitute arrangements in case of the absence of House keeping, Security and Data Entry services for day to day running of office. No short leave shall be permitted to the House keeping, Security and data entry personnel unless the agency provides suitable substitute(s) without any extra payment. A register shall be maintained by the Agency at the office of the Sr. DDG (HoD), APLSA, Hyderabad or officer designated by this office where the duty is performed by the House keeping, Security and Data Entry services for day to day running of office for the purpose of taking/making over of duty by the House keeping, Security and Data Entry services for day to day running of office.
18. Service shall be from 09:00 to 18:00 hrs or as notified by the designated officer from Monday to Saturday, with a lunch break of half-an-hour.
19. Contractor may be called upon for the services on Sundays 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.

20. It will be the responsibility of the contractor to meet other transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract works. Sr. DDG (HoD), AP LSA, Hyderabad will have no liability in this regard at any stage.
21. For all intent and purpose, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower deployed for contractual services.
22. The man power deployed by the contractor shall not have any claims of Master and Servant relationship vis-à-vis Sr. DDG (HoD), AP LSA, Hyderabad nor have any principal and agent relationship with or against the Sr. DDG (HoD), AP LSA, Hyderabad.
23. The man power deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, adhoc, regular/confirmed manpower, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in the office of the Sr. DDG (HoD), AP LSA, Hyderabad. Contractor should make it known the above to the manpower of the contractor.
24. The contractor shall be solely responsible for redressal of grievances and/or resolution of disputes relating to the manpower deployed.
25. The Sr. DDG (HoD), AP LSA, Hyderabad shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the contractor during the course of their executing the services, or for payment towards any compensation.
26. The agency shall arrange to carry out assigned job without causing any disturbance to the activities in the office.
27. The Sr. DDG (HoD), AP LSA, Hyderabad shall supply all the items i.e., cleaning items, tools for cleaning, and other accessories for carrying office upkeep.
28. The necessity for additional House keeping, Security and Data Entry services for day to day running of office staff may arise during agreement period, as and when additional buildings/additional functions come up in the O/o Sr. DDG (HoD), AP LSA, HYD in future. The approved agency is bound to meet the additional job / work entrusted by the Sr. DDG (HoD), AP LSA, Hyderabad at the same terms and conditions of this bid.
29. The agency shall be responsible for the loss of any items and compensate in full the loss sustained by Principal on account of damage of material during discharge of House keeping, Security and Data Entry services for day to day running of office.
30. The House keeping, Security and data entry workers employed shall be bound to observe all the instructions issued by the Sr. DDG (HoD), AP LSA, Hyderabad concerning general discipline, behavior and cleanliness.
31. The Sr. DDG (HoD), AP LSA, Hyderabad shall not be liable to provide any residential accommodation or transport to the House keeping, Security and Data Entry services for day to day running of office staff. No cooking or lodging shall be allowed inside the office premises.

32. The House keeping, Security and Data Entry services for day to day running of office Agency shall not be permitted to transfer their rights & obligations under this agreement to any other organization/otherwise.
33. The House keeping, Security and Data Entry services for day to day running of office Agency shall submit the bill immediately on completion of month. Payment shall be made only to the contractor and on monthly lump sum basis as per actual service.
34. The House keeping, Security and Data Entry services for day to day running of office agency shall indemnify the Sr. DDG, APLSA, Hyderabad with respect to any dispute arising out of claims made by the House keeping, Security and Data Entry services for day to day running of office employed by the agency at the O/o Sr. Deputy Director General (HoD) Hyderabad regarding the payments/salaries paid to them by the Agency.
35. The bidder has to attach the latest rates published by CLC/ALC/State Govt., as the case may be, along with the bid. Further, the contractor shall obtain the revised rates as and when they are published by CLC/ALC/State Govt., as the case may be during the currency of the contract.
 - 35.1 The successful bidder shall, throughout the currency of contract period and also during the period of extension of same, ensure the payment of minimum wages to the deployed personnel as per the latest existing/prevalent rates as prescribed, from time to time, by the competent Authorities. In case, if the basic rates and/or Variable DA rates or both are revised or increased by the Labour Commissioner of the relevant region, then, the successful bidder has to make/effect payment at the revised rates, from that month onwards, and claim the same from the O/o Sr.DDG, APLSA, Hyderabad.
 - 35.2 If any revision in rates of contribution to EPF, ESI, etc. is notified by the competent Authority, then such revised rates may also be claimed from the O/o Sr.DDG, APLSA, Hyderabad on production of proof of payment of the same.
 - 35.3 The revised rates, so claimed, shall be paid by the Department after ascertaining the same with the relevant authorities and also, upon verification/cross-check of receipt of the same with the deployed personnel and after scrutiny of relevant records of the contractor.
36. In case, the contractor does not pay the salary (for the previous month) of the manpower deployed within first week of the month, a lump sum penalty of Rs.5,000/- shall be levied on the contractor and the same will be deducted from the bill payable to him.
37. In case, the contractor fails to arrange for the manpower within the time stipulated, similar penalty as above shall be levied which will be deducted from the bill payable to him. Generally the notice period is two days for regular requirement and one day for urgent requirement.
38. In case of non-reporting of the manpower deployed on time or unauthorized absence, a penalty at the rate per day shall be imposed for each day of absence/late coming.
39. The bidder shall have email and also, a telephone on 24 X 7 basis for conveying the requisition of manpower. The email address and the telephone number shall invariably be specified in the bid.

40. ESI cards and EPF balance slips are to be supplied by the Outsourcing Agency to the man power deployed under this contract. Identity Cards also need to be given by the Outsourcing Agency to the man power deployed.

SECTION V
Schedule of requirement and Price schedule

SCHEDULE OF REQUIREMENTS

S. No.	Type	Equivalent to	Tentative numbers required
1	Data Entry Services	Skilled	5
2	House Keeping Services	Unskilled	8
3	Security Services	Semi-skilled	7

The general scope of works envisaged is stated below:

The manpower requirement for services mentioned above may vary from time to time for office of Sr.DDG and other subordinate offices within twin cities i.e. Hyderabad & Secunderabad as per the actual operational requirement of these offices. There is no minimum or maximum number of manpower guaranteed under this contract. The nature of service will require the following abilities.

I) Security Services :

- a) Security to the office of Sr. DDG (HoD), AP LSA, Hyderabad and other subordinate offices within twin cities i.e. Hyderabad & Secunderabad.
- b) Any other miscellaneous type of work assigned by the officer-in-charge

II) Housekeeping (Services to be provided in the office of Sr.DDG(HoD), APLSA, Hyderabad and other sub-ordinate offices within twin cities i.e. Hyderabad & Secunderabad):

a) Cleaning and Sanitation Activities

Sl.No	Item	Activities Involved	Frequency
1.	Toilets	i) Cleaning of toilet seats urine pots, wash basins, mirrors and tiles (floor & wall) with water & suitable chemicals such as harpic, acid & phenyl etc. ii) Sweeping the floor & mopping with water/phenyl etc. iii) Putting naphthalene balls in urinals iv) Drainage cleaning	Daily twice (Morning & Afternoon) Daily Morning Weekly As & when required
2.	Entire office building	i) Sweeping, mopping of floors ii) Cleaning /dusting of furniture, PCs, Servers, compactors, telephones, files, doors and windows etc.	Daily Morning
3.	Garbage Disposal	Disposing of the entire office garbage	Daily
4.	Corridors, Staircase & Main entrance	Sweeping, cleaning & mopping	Daily
5.	Special cleaning activities in the office	i) Removal of cobwebs from all the places including ceiling and walls etc and cleaning of ceiling fans with the help of long bamboo stick and sweeping & mopping of the floor after cobweb clearing	Fortnightly

	ii) Cleaning of windows/glasses/fibre and wooden panels/doors iii) Internal cleaning of files/racks & almirahs of record room	
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b) Providing services of Attendant duties:-

S. No	Item	Activities Involved	Frequency
1.	General Duties	i) Moving/Handling of files, papers, dak etc ii) Pasting of envelopes, Xerox work etc. iii) Providing drinking water / Tea / Coffee to officers/officials at their respective seats iv) Nature of service shall also include carrying out all the functions generally performed in the office by attendants. v) He/She should be able to read and write addresses and names in English and should know local languages.	Daily Daily Daily & regular intervals Daily ----

c) Any other miscellaneous type of work assigned by the officer-in-charge

III) Outsourcing of Data Entry services for day to day running of Office

(Services to be provided in the office of Sr.DDG(HoD), APLSA, Hyderabad and other sub-ordinate offices within twin cities i.e. Hyderabad & Secunderabad):

- a) Scanning the documents, computer data entry, preparing of reports and other general office works.
- b) Typing the official letters and other documents.
- c) Handling existing data and editing current information.
- d) Proof reading new entries into a database etc.
- e) Keeping the office record updated.
- f) Taking backup of data at regular intervals and storage of data.
- g) Any other miscellaneous type of work assigned by the officer-in-charge

Price schedule (Sample)

(Not to be filled here, To be filled in On-line price schedule i.e. BoQ.xls sheet)

1. Name of the Tendering Company / Firm / Agency:

2. Details of Earnest Money Deposit: Rs.
DD/PO No. & date
Drawn on Bank

3. With reference to the tender, the following rates are quoted for the works given in the tender schedule.

S. No.	Description	Manpower for Security services (P)	Manpower for Housekeeping services (Q)	Manpower for Data Entry services for day to day running of office (R)
(1)	(2)	(3)	(4)	(5)
1	Wages payable per working day per person as per minimum wages act in Rs*			
2	VDA Admissible			
3	EPF contribution per person by the employer			
4	ESI contribution per person by the employer			
5	Service Charges per person per working day			
6	Total (in figures)			
	(in words)			

* Note: Minimum wages will vary as per minimum wages act as amended from time to time. GST as applicable from time to time will be given.

Signature of Witness with Full Address :

SECTION VI
BID FORM

To
ADG (Admn),
O/o Sr. Deputy Director General, AP LSA,
2nd Floor, Kavadiguda Tel. Exge. Bldg.,
Bholakpur, Hyderabad – 500 080

Dear Sir,

In response to the Tender No. APLSA/HYD/HK, Security and Data Entry services/2018-19 dated 03-08-2018 for outsourcing of House Keeping, Security and Data Entry services for day to day running of office, I/We herewith submit my/our bid.

- 1 a) Name of the Bidder :
 - b) Address :

 - c) Telephone Number :
 - d) FAX No. :
 - e) Email Address :
 - 2 Status of the Bidder (i.e. Proprietary / Partnership / HUF / Limited Company etc.,) :
 - 3 Name of the authorized signatory who is empowered to sign the agreement, other documents and correspondence :
 - 4 Details of past experience :
 - 5 EMD Particulars :
 - 6 GST Registration Particulars :
 - 7 Labour License particulars :
 - 8 EPF Registration No :
 - 9 ESI Registration No :
 - 10 Account No of the agency and Bank details along with MICR code :
 - 11 PAN / GIR No :
1. Having read the conditions of contract and services to be provided, I/We understand and offer to provide House Keeping, Security and Data Entry services for day to day running

- of office in conformity with the conditions of contract and applications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. I/We undertake to enter into agreement within one week of being called up on to do so and bear all expenses including charges for stamps etc.,
 3. If my/our bid is accepted, I/we will obtain guarantee of a Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the contract.
 4. I/We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon me/us and may be accepted of any time before the expiration of that period.
 5. Until an agreement is signed and executed, this Bid together with the written acceptance there of in notification of award shall constitute a binding contract between us.
 6. Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent replacement.
 7. I/We understand that you are not bound to accept the lowest or any bid you may receive.
 8. I/We understand that wages so quoted shall be above the total wages payable per month under Minimum Wages Act.

Date this day of

Signature and Seal of Bidder

List of documents enclosed along with Bid Document

1. EMD in the form of DD No. Date, Name of Bank & Branch
2. Firm Registration Certificate
3. Copy of the PAN in the name of the agency
4. GST Registration Certificate
5. Labour License
6. EPF Registration Certificate
7. ESI Registration Certificate
8. Experience Certificate
9. Partnership Deed proprietorship Deed/MOA as the case may be with last Annual Account in form C6.
10. Clause by Clause compliance for Section-III & Section-IV of the bid document
11. Certificate of non-participation of near relatives in the bid
12. Income Tax returns statement for the last two years

Documents should be enclosed are as follows:-

- I. **Technical Bid:** Bid document along with all documents from Sl. Nos. 1 to 11 as enlisted above should be serially scanned and uploaded under the Cover head "Technical Bid".
- II. **Financial Bid:** Financial bid (On-line BoQ.xls sheet) to be downloaded should be completed in all respects scanned and should be uploaded under Cover head "Financial Bid".

SECTION VII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To
The Sr. Deputy Director General (HoD)
AP LSA, DoT, 2nd Floor, Kavadiguda Tel. Exge. Bldg.,
Bholakpur, Hyderabad – 500 080

Sub:- Authorization for attending bid opening on 12-09-2018

Sir,

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

Order of Preference	Name	Specimen Signature
1.		
2.		

Alternate Representative

Signature of Bidder

Note

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

SECTION VIII

Certificate on Non-participation of near relatives in the tender

(to be submitted by each partner in case of partnership firms / Companies on the letter head of the company)

CERTIFICATE

I _____ S/o _____
Resident of _____ hereby certify that none of my relatives as defined is (are) employed in the DoT as per details given in tender document. In case at any stage it is found that the information given by me is false /incorrect the Sr. DDG (HoD), AP LSA, Hyderabad shall have the absolute right to take any action as deemed fit/without any prior information to me.

Signature of the Proprietor / Partner

SECTION IX

DECLARATION

I, _____ Son of /Wife of Sri _____

Proprietor/Director / Partner of M/s _____

do hereby solemnly affirm and declare as under:-

1. that I am sole proprietor / Partner / Director of M/s _____
2. that I state and declare that the above Firm / Company has never been debarred and / or blacklisted by any State/Central Government / Public Sector Unit / Public Bodies /Municipalities / any Enforcement Authority.

In case of the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be liable to cancelled and blacklisted /debarred for future works / contract with the APLSA Cell, Hyderabad. Any such action shall however be without prejudice to Sr. Deputy Director General (HoD), AP LSA Cell, Hyderabad's rights under the law.

Signature of the Proprietor / Partner / Director

Sri / Smt./ Ms

Note: The Signatory should not effect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the tenderer for penal action as decided by Sr. Deputy Director General (HoD), AP LSA Cell, Hyderabad.