



Government of India

Department of Telecommunications, Ministry of Communications & IT
TELECOM ENFORCEMENT & RESOURCES MONITORING (TERM), North East- 1,
O/o The DDG (TERM) 3rd Floor, CTO Building, Shillong,
Meghalaya-793001

Tender No. : TERM/NE1/Outsourcing/2015-16/31

Dated: 07-08-2015

BID DOCUMENT

**TENDER FOR OUTSOURCING OF 'OFFICE UPKEEP, HOUSE KEEPING SERVICES AND DATA
ENTRY WORKS 'FOR USE IN**

O/o The DDG (TERM), NE-1, 3rd Floor, CTO Building, Shillong,
Meghalaya-793001

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

NOT TRANSFERABLE

PRICE OF BID DOCUMENT: Rs. 500.00 (Rs. Five Hunderd) only

MODE OF PAYMENT - DEMAND DRAFT/BANKER'S CHEQUE

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**Government of India,
Ministry of Communications & IT
Department of Telecommunications
O/o Deputy Director General
Telecom Enforcement, Resources & Monitoring (TERM) Cell, North East- 1,
O/o The DDG (TERM) 3rd Floor, CTO Building, Shillong,
Meghalaya-793001**

Tender No. : TERM/NE1/Outsourcing/2015-16/31

Dated: 07-08-2015

Notice Inviting Tender (NIT) For Office Upkeep, House Keeping services and Data Entry operators work

1. Sealed bids on behalf of the President of India, are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed & experienced Companies /Firms /Agencies for Office up keeping, House Keeping services and Data Entry operator works requiring Unskilled and semi-skilled and skilled Manpower in the office of **DDG (TERM), NE-1, Shillong, Meghalaya** for a period of one year from the date of contract.

The Office of DDG (TERM), NE-1 is situated at Shillong (Meghalaya).

Sr. No.	Description of Services	Estimated Cost	Cost of Bid Document	Bid Security in form of Earnest Money Deposit (EMD)
1	Office Upkeep, House Keeping services and Data Entry operators work requiring Semi-skilled & Unskilled and skilled Manpower	Rs. 6,00,000/-	Rs.500/-	Rs.12,000/-

2. Schedule –

Sale of bid Document : **07-08-2015 to 31-08-2015**
(Time 10:30 hrs to 15:00hrs.)

Last date & time for receipt of bids : **01-09-2015**, up to 15:00 hrs.

Date & Time for opening of Technical Bid : **01-09-2015**, Time 15:30 hrs.

Date & Time for opening of Financial Bids for technically qualified contractors : To be notified later

Place of opening the bids : Office of Dy. Director General,
TERM Cell, NE-1, 3rd Floor, CTO Building,
Shillong, Meghalaya-793001

Validity of bid: 90 days from the date of Opening of tenders.

3. Intending bidders may obtain tender documents from Sr.SDE TERM,NE-1, 3rdFloor, CTO Building, Shillong, Meghalaya-793001(on all working days between 10.30 hours and 15.00 hours) up to 31-08-2015 on payment of Rs.500/- (non- refundable) by Demand draft/Banker's Cheque from any of the Scheduled Bank drawn in the favour of C.A.O, O/o CCA, NE-1 payable at Shillong.

4. Tender document can also be downloaded from the website www.dot.gov.in. Tender documents downloaded from the DOT web site- www.dot.gov.in are also acceptable provided the requisite tender document cost i.e. **Rs.500/-** is enclosed in the form of Account Payee Demand Draft/ Banker's Cheque drawn on any of the Scheduled Banks payable at Shillong in favour of C.A.O, O/o CCA, NE-1 at the time of submission of bid document. The downloaded tender forms without tender cost will not be accepted.

5. The interested Bidder Companies/ Firms/ Agencies may put bid document completed in all respects along with Earnest Money Deposit (EMD) of Rs.12000=00(Twelve Thousand only) and other requisite documents from 10:30 AM on 07-08-2015 to 15.00 PM of 01-09-2015 in the Tender Box kept in Office of Dy. Director General (TERM), NE-1, 3rd Floor, CTO Building, Shillong, Meghalaya-793001.

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 giving any notice or assigning any reason. The decision of the DDG (TERM), NE-1, Shillong, Department of Telecommunications, Ministry of Communications & IT, Govt. of India, in this regard shall be final and binding on all.

Note:

It may be ensured that two different demand draft/Banker's cheque are submitted. One for the cost of tender form and other for the EMD and should bear the date after the date of NIT.

SECTION II

INSTRUCTIONS TO BIDDERS

SERVICES TO BE PROVIDED

1. Services to be provided: are given in Section V

2. Eligible Bidders

a. Bidder should be registered with the Labour department of the Central/State Government.

3. Cost of Bidding

Bidder may obtain tender documents from Sr.SDE TERM,NE-1, 3rdFloor,CTO Building, Shillong, Meghalaya-793001 (on all working days between **10.30 hours and 15.00 hours**) **up to 31-08-2015** on payment of **Rs.500/- (non- refundable)** by Demand draft/ Bankers Cheque from any of the Scheduled Bank drawn in the favour of CAO, O/o CCA, NE-1, payable at Shillong. Tender documents downloaded from the DOT web site- www.dot.gov.in are also acceptable provided the requisite tender cost i.e. **Rs.500/-** is enclosed in the form of Account Payee Demand Draft/Banker's cheque drawn on any of the Scheduled Banks payable at Shillong in favour of CAO, O/o CCA,NE-1 at the time of submission of bid document. The Dy. Director General (TERM), DoT, NE-1 in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

4. Bid Document

4.1 Bid document includes

- a. Instructions to bidders
- b. General Condition (Commercial) of contract
- c. Special conditions of contract
- d. Services to be provided
- e. Bid form (Technical)
- f. Annexure-A (Certificate on Non-participation of near relatives in the tender).
- g. Annexure-B (Certificate of minimum wages).
- h. Annexure-C (Declaration).
- i. Annexure-D (Declaration)
- j. Annexure-E (Undertaking for tender form downloaded from website).
- k. Financial Bid document.

- l. Letter of authorization to attend bid opening.
 - m. Checklist for arrangement of documents with the technical bid.
 - n. .Performa of Performance Security Bond.
 - o. Agreement Format.
- 4.2 The bidder is required to examine all instructions, forms, terms and specifications in the Bid documents. 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 documents in every respect will be at the bidder's risk and may result in rejection of the bid.
- 4.3 A prospective bidder requiring any clarification on the Bid documents shall notify in writing. The office of DDG (TERM), NE-1 shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of the Tender.
- 4.4 The prospective bidder signing the Bid documents should specify clearly whether he is signing as:-
(i). Sole Proprieter.
(ii). Partner
(iii). Under the power of attorney. Or:
(iv). Director/Manager/Secretary etc.
- 4.5 As the case may be copies of documents authorizing the signatory to sign the tender on behalf of such companies, firms and person should be attached with the tender.
5. The tendering Companies / Firms / Agencies are required to enclose photocopies of the following documents (**Duly attested by Gazetted Officer**), along with the Bid documents signed by the bidders on each page with seal to establish bidders eligibility and qualifications, failing which their bids shall be summarily/out rightly rejected and will not be considered any further :
- (a) Attested Copy of Registration certificate with Labour Department;
 - (b) Attested Copy of PAN / GIR card;
 - (c) Attested Copy of the IT return filed for minimum two financial years during last three years i.e. from F.Y. 2012-13 to 2014-15.
 - (d) Attested Copies of EPF and ESI certificates (All pages);
 - (e) Attested Copy of Service Tax registration certificate (All pages);

(f) Certified extracts of the Bank Account by Bank Manager containing transactions during last One year (from 01/04/2014-31/03/2015) (i.e. 2014-15).

(g) Work experience certificate issued not below the head of unit/Gazetted officer/Manager of Central Govt. / State Govt. / PSU for similar work for minimum Two years out of the last Five years (i.e. from 2010-11 to 2014-15) for minimum amount Rs.3.00(Lakhs) for two years.

6. Amendment to Bid Document

- i. At any time, prior to the date of submission of bid, the DDG (TERM), NE-1 may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- ii. The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

7. Document comprising the bid

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

- a. Documentary evidence established in accordance with clause 5 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 11 of Section II
- c. A clause by clause compliance as per clause 10 of Section II
- d. Bid form (Technical) and Financial Bid completed in accordance with clause 8 and 9 of Section II.
- e. All documents as required by clause 5 of Section II.
- f. Documents as required in clause 4.5 of section II

8. Bid Form

The bidder shall complete the bid form (Section VI) and the appropriate Financial Bid furnished in the bid document as per Section VIII.

9. Bid Price

- i. The bidder shall quote as per Financial bid given in Section VIII for the office upkeep, housekeeping and data entry Services to be provided.

- ii. The price quoted by the bidder shall remain fixed during 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 financial bid.
- iv. **If a firm quotes 'NIL' charges / consideration, the bid shall be treated as unresponsive and will not be considered.**
This clause is in compliance with Office Memorandum No. 29(1)/2014-PPD dated 28th January 2014 issued by Department of Expenditure, Ministry of Finance.
- v. The contractor will be required to pay minimum wages to the persons deployed or to the manpower deployed 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. However contract may be extended for further period up to one year if agreed mutually by the contractor and Dy. Director General (TERM), NE-1 on the same rate, terms and conditions subject to the satisfactory performance of the work.

10. Clause by clause compliance

A clause by clause compliance of General conditions (commercial) of contract (Section III), and special condition (Section IV), shall be given along with the bid as per Annexure-C.

11. Bid Security

- 11.1 The Earnest Money Deposit (EMD) of Rs.12000/-(Twelve Thousand only), refundable (without interest), should be necessarily accompanied with the 'Technical Bid' of the agency in the form of Demand Draft /Banker's cheque from any of the Scheduled bank drawn in favor of CAO, O/o CCA, NE-1 payable at Shillong valid for a period of 90 days. Offer not accompanied by earnest money deposit (EMD) of the requisite amount or without proper validity will be summarily rejected.
- 11.2 The EMD, in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage), shall be returned to them without any interest. The successful bidder's security (EMD) will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with clause 15 of Section II and furnishing the performance security.
Further, if the agency fails to deploy workforce against the initial requirement within 15 days from date of placing the order, the EMD may be forfeited without giving any further notice.

11.3 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 17 of Section II
 - ii. To furnish performance security in accordance with clause 2 of Section III

11.4 The bid shall be filled either in clear handwriting or typed/printed and all pages numbered consecutively. All pages shall be signed with seal by the bidder or a person duly authorized by him.

11.5 The bids with overwriting/erasures will not be entertained.

12. Submission of Bid:

The bids have to be submitted under two bid system i.e.

(1).Technical Bid and

(2).Financial Bid.

The interested bidders have to submit two separate sealed envelopes addressed to Sr.SDE (TERM), O/o Dy. Director General (TERM),NE-1, 3rdFloor,CTO Building, Shillong, Meghalaya-793001 & super scribing "Technical Bids For Outsourcing of work Requiring Unskilled and semi-skilled Manpower & Data Entry Operator(skilled) in the office of DDG (TERM), NE-1, Shillong," and "Financial Bids For Outsourcing of work Requiring Unskilled and semi-skilled Manpower & Data Entry Operator (skilled) in the office of DDG (TERM),NE-1,Shillong". Both sealed envelopes should be kept in a third envelope sealed with wax/packing PVC tape, super scribing "Bid for Outsourcing of work Requiring Unskilled and semi-skilled Manpower & Data Entry Operator (skilled) in the office of DDG(TERM),NE-1, Shillong". The bid document completed in all respects along with Earnest Money Deposit (EMD) and other requisite documents may be put in the Tender Box kept in Office of Dy. Director General (TERM),NE-1,3rd Floor, CTO Building, Shillong, Meghalaya-793001 from 10:30 AM on 07-08-2015 to 01-09-2015 till 15:00 hours.

- a. Any bid received after the dead line for submission of bids shall not be entertained and returned to the bidder.
- b. To furnish a bid not in accordance with 11.1 of section II shall be rejected as non-responsive at the bid opening stage.

- c. The bid security of unsuccessful bidder will be discharged /returned (without interest) as early as possible but not later than 30 days after the expiry of the period of bid validity.
- d. Conditional bids will be rejected out rightly.

13. Bid Opening:

The envelope containing Technical Bid shall be opened first on the scheduled date and time at **15:30 hrs on 01-09-2015** in the office of DDG (TERM), TERM Cell NE-1, 3rd Floor, CTO Building, Shillong, Meghalaya-793001 in the presence of the representatives of the Bidder Companies, Firms / Agencies as per **Section IX**, if any, who wish to be present on the spot at that time. Technical Bids shall be evaluated by the competent authority. Financial bids of technically qualified and eligible bidders meeting all the requisite criteria only, shall be opened on a date & place to be notified later in presence of short listed bidders or their authorized representative. In case, the date of opening of tender is declared a holiday, tender will be opened on the next working day.

14. Evaluation:

- 14.1 The DDG (TERM), NE-1 shall evaluate the bids 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. Minor deficiencies like spelling mistakes in bid document can be waived off at the discretion of this office.
- 14.2 A bid will be considered as non-responsive –
 - i. If the Bid security (EMD) is not submitted (in form of DD/Banker's cheque) or amount drawn is less.
 - ii. If the DD/Banker's cheque 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 are not sealed properly with sealing wax/packing PVC tape or bids sealed with gum or staple.
 - v. If bids submitted with conditions other than those specified in the Bid document.
 - vi. If the bids are received later than the specified time of closing of the bid.
 - vii. If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.
 - viii. Canvassing of any form.
 - ix. The bidder have to quote for all the items. In case of non-quoting of any item, the bid will be treated as incomplete and will not be considered.
- 14.3 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.
- 14.4 If there is a discrepancy between words and figures, the amount in words shall prevail. The Dy. Director General (TERM), NE-1, will determine the substantial responsiveness of

- each bid to the bid document.
- 14.5 The DDG (TERM), NE-1 shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services charges offered (inclusive of all statutory liabilities, taxes, levies, cess etc.) as indicated in clause 2(B) of Section VIII of the bid document.
- 14.6 Lowest successful bidder (L1) shall be decided based on the rate quoted in Section VIII for service charge. The formula for determining L1 is the service charges in Rs. for $1x(\text{unskilled})+2x(\text{Semiskilled})+2x(\text{Data Entry operator})$.
- 14.7 For evaluation of submitted bids, quoted service charges shall be the basis. In case of a tie between two bidders, the preference shall be given to the bidder who has quoted lower service charges rates for Data Entry Operator (DEO).
- 14.8 The DDG(TERM), NE-1 may waive any minor infirmity of non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder

15 Award of Contract

The DDG (TERM), NE-1 shall consider placement of Letter of Intent (LOI) to those successful bidder(s) whose offers have been found lowest and technically, commercially and financially acceptable. The bidder shall, within 15 days, of issue of letter of intent, give his acceptance along with performance security in conformity with section III of the bid document.

16 Right to vary quantities

The DDG (TERM),NE-1 reserves the right at the time of award of contract / during the contract period to increase or decrease, as may be required, quantity of services specified in Section V under heading “ Services to be provided” without any change in service charges of the offer or other terms and conditions.

17 Signing of Contract

- 17.1 The successful bidder shall be required to execute an agreement within 7 (seven) days of submission of the acceptance of LOI and deposit of performance security in conformity with Section-III of the bid on a non-judicial stamp paper of Rs.100/-(One hundred only) at his own cost and in the form annexed (Section XII) hereto to the effect that successful bidder and DOT are bound by the terms & conditions of agreement which in turn, will be the same as terms & conditions of tender document.
- 17.2 Upon the successful bidder furnishing the performance security, the Dy. Director General (TERM), NE-1, shall discharge its bid security in pursuance to Clause 11.2 of Section II.

18 Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 17 of Section II shall constitute sufficient ground for the annulment of the award and forfeiture of the security deposit in which event the Dy. Director General (TERM), NE-1 may make the award to any other bidder at the discretion of the Dy. Director General (TERM), NE-1 or call for new bids.

19 Period of validity of bids

- a. 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 Dy. Director General (TERM), NE-1, as non-responsive.
- b. A Bidder accepting the request of the Dy. Director General (TERM), NE-1 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 DDG (TERM), NE-1 reserves the right to cancel the bid (tender) partly or fully without assigning any reason at any stage.

21 Period of Contract

The contract will remain valid for one year however contract may be extended for further period up to one year if agreed mutually by the contractor and Dy. Director General (TERM), NE-1 on the same rate, terms and conditions subject to the satisfactory performance of the work which is liable to be terminated with one month's notice.

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 or in NIT unless otherwise agreed by the Dy. Director General (TERM), NE-1.

2. Performance Security

- 2.1 The successful bidder shall be required to deposit an amount equal to 5% of the Tendered value for one year as Performance Security along with his acceptance to the letter of intent issued by the Dy. Director General (TERM), NE-1 within 15 days as per clause 15 of Section II.
- 2.2 The performance security (5% of Tender value) will be furnished in the form of the Bank Guarantee, or Fixed Deposit Receipt (FDR) from a Scheduled Bank, made in the name of the Company / Firm / Agency but hypothecated to the CAO, O/o CCA, NE-1 payable at Shillong with a validity of 24 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 neglect any of his obligations under the contract, it shall be lawful for the Dy. Director General (TERM), NE-1 to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure as per the discretion of Dy. Director General (TERM), NE-1.

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

a) The contractor shall raise the bill, in duplicate, along with attendance sheet duly verified by concerned Sr.SDE of TERM Cell, NE-1, Shillong in respect of the persons deployed and submit the same to concerned DDO (TERM), NE-1 in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month. 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 DDG, TERM Cell, NE-1, Shillong. The payment to the manpower shall be done either by cheque or through ECS only.

ii). That the contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of EPF (13.61%) & ESI (4.75%) towards the

persons deployed in O/o DDG(TERM), NE-1, Shillong before submitting the bill for the subsequent month. In case, the Contractor fails to do so, the amount towards EPF & ESI contribution will be withheld till submission of required documents.

iii). List of individual details of contributions made by the employer / employee towards EPF and ESI.

iv). copies of the receipt for the service tax paid.

5. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

5.1 The DDG (TERM),NE-1, 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.

5.2 The DDG (TERM), NE-1 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.

5.3 If at any time after the commencement of the work The DDG (TERM),NE-1 shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, The DDG (TERM),NE-1 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.

6. Termination for insolvency

The DDG (TERM), NE-1 may, 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.

7. 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 Dy. Director General (TERM), NE-1 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.

8. Arbitration

- 8.1 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 Dy. Director General (TERM), NE-1.
- 8.2 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.
- 8.3 The venue of the arbitration proceedings shall be at office of the Dy. Director General (TERM), NE-1, 3rd Floor, CTO Building, Shillong, Meghalaya-793001 or such other place as the arbitrator may decide.

9. Set Off

Any sum of money due and payable to the contractor (including any security deposit refundable to him) under the contract may be appropriated by Dy. Director General (TERM), NE-1 and set off the same against any claim of Dy. Director General (TERM), NE-1 for payment of a sum of money arising out of this contract or under any other contract made by contractor with Dy. Director General (TERM), NE-1, Shillong.

SECTION IV
SPECIAL CONDITIONS OF CONTRACT
TERMS AND CONDITIONS

GENERAL:

1. The contractor shall be registered with appropriate authority's i.e. Labour commissioner of Meghalaya in this case.
2. The contract for office upkeep and house-keeping services for 01 unskilled and 02 semi-skilled manpower shall be for a period of one year, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of attendants deployed, breach of contract, reduction or cessation of the requirements of work.
3. The contract for Data Entry Works shall be for Six months, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of attendants deployed, breach of contract, reduction or cessation of the requirements of work.
2 (Two) Data entry operator (Skilled) shall be engaged for a period of Six Month initially, which may be extended for further six month at a time (upto maximum period of 2 years) as per the decision of competent authority.
4. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and this office.
5. The contract may be extended, on the same terms and conditions or with some addition / deletion / modification, for a further period not exceeding one year.
6. The contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
7. The contractor will be required to pay minimum wages as per order no. 1/3(3)/2015-LS-II dated 30/03/2015 issued by O/o the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India, New Delhi. Minimum wages has to be revised and paid as per the revision of wages/VDA's (Variable Dearness Allowance) by the Ministry of Labour and Employment, New Delhi if any, during the period of contract will be paid and the same will be re-imbursed by the TERM Cell, NE-1, Shillong on receipt of bill. 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 or extended by the DDG TERM Cell, NE-1, Shillong.

8. The contractor will be wholly responsible for regular and timely payment of wages to the persons deployed by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wage Act, Employees Provident Fund and ESI Acts. TERM Cell, NE-1, Shillong shall not incur any expenditure what so ever on the persons engaged by the agency on account of any obligation. The agency is required to submit particulars of payment made by it towards EPF and ESI contribution for the personnel deployed.

9. The requirement of this office (TERM, NE-1, Shillong) may further increase or decrease during the period of contract and the contractor would have to provide additional manpower, if required on the same terms and conditions.

10. The contractor will be bound by the details furnished by him / her to this Department, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

11. The Contractor shall, on demand, furnish copies of wage register / muster roll etc., to the TERM Cell, NE-1, Shillong for having paid all the dues to the persons deployed by the contractor for the work. This obligation is imposed on the contractor to ensure that the contractor is fulfilling his commitments towards his personnel so deployed under various Labour Laws, having regard to the duties of O/o DDG (TERM), NE-1, Shillong in this respect as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 amended time to time.

12. Financial bids of only those contractors, who qualify in the technical bid, shall be evaluated. This office reserves right to terminate the contract at any time during entire period after giving a one month notice to the contracting agency.

13. The contractor shall ensure that the persons/manpower deployed for the work in The Office of DDG (TERM), NE-1, Department of Telecommunications, Shillong conforms to the technical specifications of language skills etc. prescribed in the Tender Document.

14. The persons deployed by the agency shall be required to work normally as per this office's working days, i.e. from Monday to Friday from 09.00 hrs. to 18.00 hrs. with a staggered lunch break of half an hour. However, in exigencies of work, they may be required to sit late. The person deployed may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required, without any extra charge. The manpower, if deputed for any official work outside the office within North East area, shall not be entitled for any other emoluments except only the actual ordinary bus fare for the purpose.

15. The persons deployed by the contractor must be courteous and should bear a good conduct/ moral character. Such person should not have any past criminal record. The persons should preferably be young, energetic and possess a good health and sound mind. On any case such person must be free from all contagious diseases. No labour below the age of 18 years shall be deployed for the work by the contractor in the O/o of DDG (TERM), NE-1, Shillong.

16. The contracting Company / Firm / Agency shall furnish the following documents in respect of the individual Attendants (Manpower/persons) deployed in this Department before the commencement of work:

- a. List of Attendants short listed by agency for deployment at the O/o DDG (TERM), NE-1, Shillong containing full details i.e. Name, date of birth, marital status, address, contact details etc;
- b. Bio-data of the persons/Attendants.
- c. Certificate of verification of antecedents of persons deployed by local police authority.

17. In case, the person deployed by the successful contractor commits any act of omission / commission that amounts to misconduct /Indiscipline/ incompetence / security risks, the successful contractor will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 2 days of being brought to their notice, failing which it would be treated as breach of contract which may lead to cancellation of contract.

18. The contractor shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc. The personnel deployed shall be duty bound to display them at the time of duty.

19. The service provider/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.

20. The contractor shall take all reasonable precautions to prevent any unlawful activity or disorderly conduct or acts of his personnel so deployed for the preservation of peace and protection of persons and property of O/o DDG (TERM), NE-1, Shillong.

21. The service provider/contractor shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.

22. The person deployed shall be required to report for work at 09.00 hrs. to Sr.SDE TERM Cell, NE-1 and would leave at 18:00 hrs. In case, person deployed is absent on a particular day, comes late / leaves early or does not perform the duties assigned to him, the payment will be made on pro-rata basis.
23. For inferior quality or incorrect execution of work, no payment will be made to contractor for such execution. In addition, the in-charge of work will be empowered to deduct from bills 5 % amount of Work Order in addition to excess payment made to rectify/reconstruct or replace any defective work.
24. The service provider/contractor shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract penalty @ Rs. 200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.
25. 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 for contractual services.
26. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to manpower deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
27. It will be the responsibility of the contractor to meet other expenditures like transportation, food, medical and any other requirement of contractor’s manpower for carrying out the contracted works. TERM cell will have no liability in these regard at any stage.
28. The manpower deployed by the contractor shall not have any claims of Master and Servant relationship vis a vis TERM cell nor have any principal and agent relationship with or against the TERM cell of DoT.
29. The manpower deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of this office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or/and will have any claim for absorption or relaxation for absorption in the regular /otherwise capacity in the TERM cell. The Contractor should communicate the above to manpower deployed in this office by the contractor.

30. The contractor shall keep the O/o DDG (TERM), NE-1, Shillong indemnified against all claims whatsoever respect of the personnel deployed by him. In case any personnel of the contractor so deployed enter in dispute of any nature whatsoever, it will be the sole responsibility of the contractor to contest the same. In case of O/o DDG (TERM), NE-1, Shillong is made a party and is supposed to contest the case, the contractor shall reimburse to O/o DDG (TERM), NE-1, Shillong the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the contractor to O/o DDG (TERM), NE-1, Shillong on demand. The contractor shall ensure that no financial or any other liability comes on O/o DDG (TERM), NE-1, Shillong in this respect of any nature whatsoever and shall keep O/o DDG (TERM), NE-1, Shillong indemnified in this respect.

31. Payment shall be made only to the contractor and on monthly basis as per actual services rendered. The contractor has to raise invoices in the first week of the next month for the services rendered in the month.

32. The contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages Acts, Contract Labour Act, Employee Provident Fund, and Employees State Insurance, and any other act/laws etc as applicable and amended from time to time pertaining to the service asked in this tender in respect of the manpower deployed by it in this office.

33. Contractor shall also be liable for depositing all taxes, duties, levies, Cess etc., on account of service rendered by it to Ministry of Communications & IT, to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

34. The contractor shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.

35. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office / CCA office.

36. Bids, offering rates which are lower than the minimum wages (as mentioned in this document) for the pertinent category, would be rejected.

37. In case the contractor fails to comply with any statutory / taxation liability under appropriate law and as a result thereof, this office is put to any loss / obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

38. The contractor shall arrange to carry out assigned job keeping in mind that the office upkeep, housekeeping and data entry activities should not cause any disturbance to the activities in the office.

39. The office of DDG (TERM), NE-1, Shillong shall supply all the items i.e., cleaning items, tools for cleaning, and other accessories for carrying office upkeep.

40. The office upkeep, housekeeping and data entry persons deployed shall be bound to observe all the instructions issued by the O/o DDG (TERM), NE-1, Shillong concerning general discipline, behavior and cleanliness.

41. The DDG (TERM), NE-1 shall not be liable to provide any residential accommodation or transport to the office upkeep, housekeeping and data entry persons deployed. No cooking or lodging shall be allowed inside the office premises.

42. The Tenderer(s) should give a certificate as per **Annexure-A** to the effect that none of his/her such relative is working in TERM Cell/CCA/DoT. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company.

SECTION V

1. Services To Be Provided

This office has initial requirement for:

- 01(One) unskilled,
- 02 (Two) semi-skilled and
- 02(Two) data entry operators (skilled) manpower.

The person deployed for unskilled work should be at least VIII class passed and able to read and write Hindi and also be able to read names and addresses in English. The semiskilled manpower should be at least matriculation pass with a fair Command on English. The data entry operators (skilled) should be at least 12th pass and should have fair knowledge on computer application with fair knowledge of English. The nature of services shall include carrying out all the functions generally performed in this office by attendants/Messengers including but not limited to the work in the Dak section, Dispatch of the Dak at post office, Delivery of the letters to other offices and any other duty assigned to him/her including office upkeep & house keeping as detailed below:

The nature of service will include the following activities.

I) For unskilled Manpower

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

Quantum of work:

- i. For performing the above mentioned works there will be requirement of minimum 1(One) person in TERM Cell NE-1, Shillong.

II) For Semiskilled Manpower

- a) Assist the office in maintenance of files
- b) Assist officers in checking and arranging records and files.

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

Quantum of work:

- a. For performing the above mentioned works there will be requirement of minimum 2(two) persons in TERM Cell NE-1, Shillong.

III) **For Data Entry Works**

- a) Scanning the documents, computer data entry, preparing of reports and other general office documents.
- b) Typing the official letters and other documents. The material to be inputted may be given orally or handwritten form.
- c) Good knowledge of MS Office software like Word, Excel and Microsoft Access Database. Minimum qualification should be 12th standard pass.
- d) Handling existing data and editing current information.
- e) Proof reading new entries into a database etc.
- f) Keeping the office record updated.
- g) Taking backup of data at regular intervals and storage of data.
- h) Any other miscellaneous type of work assigned by the officer-in-charge

Quantum of work:

- For performing the above mentioned works there will be requirement of minimum 2(Two) persons in TERM Cell, NE-1, Shillong.

Note:

The requirement of this office may increase or decrease during the period of contract also. In case of additional requirement, the contractor shall arrange additional manpower at the quoted rates on prior notice of 15 days from TERM Cell, NE-1, Shillong.

SECTION – VI

BID FORM (Technical)

Bidder's details

For Outsourcing of work Requiring Unskilled, semi-skilled and data entry operator(Skilled) Manpower in the O/o DDG (TERM), NE-1,Shillong, Department of Telecommunications.

S.No.	Particular	To be filled by the agency
1.	Name of Tendering Company/Firm/Agency (Attach certificate of registration)	
2.	Details of EMD 1. Amount 2. DD /Bank Draft No. 3. Date 4. Issuing Bank	
3.	Date of establishment of the Company/Firm/Agency	
4.	Status of the agency whether a private Ltd, Partnership, public Ltd or Sole proprietor	
5.	Name of proprietor/Director of Company/Firm/Agency	
6.	Full Addresss of Reg. Office Telephone no. Fax No. Mobile No. Email Id :	
7.	Full Addresss of Operating/Branch Office Telephone no. Fax No. Mobile No. Email Id :	
6.	PAN/TAN No. (Attach copy)	
7.	EPF & ESI Registration No. (Attach copy)	
8.	Service Tax registration No. (Attach copy)	
9.	Whether the firm is black listed by any Govt. Department.	
10.	If yes, list of Govt. Department/ Organisations where such personnel were supplied.	

11	<p>Give details of the major similar contracts handled by the tendering Company / Firm / Agency on behalf of Private Limited/PSUs and Government Departments during the last two years in the following format <u>in a separate sheet.</u></p> <table border="1" data-bbox="245 436 857 726"> <thead> <tr> <th data-bbox="245 436 302 583">Sr. No</th> <th data-bbox="302 436 550 583">Details of client along With address, Tel No and Fax No.</th> <th data-bbox="550 436 683 583">Amount of Contract (in lakhs)</th> <th colspan="2" data-bbox="683 436 857 583">Duration of Contract</th> </tr> <tr> <td></td> <td></td> <td></td> <th data-bbox="683 583 781 621">From</th> <th data-bbox="781 583 857 621">To</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>(Attested copies of work orders to be attached)</p>	Sr. No	Details of client along With address, Tel No and Fax No.	Amount of Contract (in lakhs)	Duration of Contract					From	To																
Sr. No	Details of client along With address, Tel No and Fax No.	Amount of Contract (in lakhs)	Duration of Contract																								
			From	To																							
12.	Annexure-A																										
13.	Annexure-B																										
14.	Annexure-C																										
15.	Annexure-D																										
16.	Annexure-E																										
17.	Bid document to be signed by authorised signatory on all the pages & sealed																										
18.	Additional information, if any (Attach sheet, if required)																										

Date:
Place:

Signature of the tender with seal

Full Name:

**SECTION VII
ANNEXURE-A**

CERTIFICATE REGARDING NEAR RELATIVES

I S/O resident of hereby certify that none of my near relative(s) as defined below is/are employed in DoT/TERM Cell / CCA . In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have absolute right to take any action as deemed fit without any prior information to me.

(Signature of tenderer with stamp of the firm)

Date:

Full Name:

Place:

Definition: The near relatives of all employees working in the Department of Telecommunications (TERM Cell/ CCA/ DoT); either directly recruited or on deputation are prohibited from participation in this tender. 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).

(In case of proprietorship firm, the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company)

ANNEXURE-B

Certificate of Minimum wages to be submitted by the Tenderer

We, M/s..... R/o.....

..... certify that, we will fully comply with the provisions of Minimum wages Act, in respect of manpower to be engaged by us. The rates in the tender have been quoted by carefully considering the applicable current minimum wages, as fixed by the **Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India, New Delhi** for Meghalaya State.

Any responsibility for non-compliance of the provisions of the minimum wages act, solely rest with us with all possible risk & cost.

We further certify that we will fully comply the provisions of EPF, ESI, and other contract labour related statutory acts in true spirit. We will submit the declaration to the effect, every month alongwith the bill.

Date:

(Signature of tenderer with stamp of the firm)

Place:

Full Name:

ANNEXURE-C

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director/authorized signatory of the agency/Firm/Company, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of tenderer with stamp of the firm)

Date:

Full Name:

Place:

ANNEXURE-D

DECLARATION

I Proprietor/Partner(s) hereby declare that the firm /company namely M/s.....has not been black-listed or debarred in the past by DOT/any other Government or Semi-Government Organization (Name of the organization.....) from taking part in tenders.

OR

Was/were black-listed/debarred by DOT / any other Government or Semi-Government Organization (Name of the organization) from taking part in tenders for a period of years w.e.f. The period is over on and now I /We/firm/Company is entitled to take part in the tenders from

In case the above information is found false at any time, I/We are fully aware that the tender/contract will be rejected/cancelled by the DDG (TERM), NE-1, Shillong and EMD /SD shall be forfeited in favor of Department of Telecommunication. In addition to the above, the DDG (TERM), NE-1, Shillong will not be responsible to pay the bills for any completed / partially completed month(s).

(Signature of tenderer with stamp of the firm)

Date:

Full Name:

Place:

ANNEXURE-‘E’

UNDERTAKING FOR DOWNLOAD OF TENDER DOCUMENT FROM DOT WEBSITE www.dot.gov.in

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director/authorized signatory of the agency/Firm, mentioned above, declare as below

2. I have downloaded the tender document for tender no: **TERM/NE1/Outsourcing/2015-16/31 Dated: 07-08-2015** from website www.dot.gov.in. I declare that I have not tempered the downloaded tender document and will comply with the tender terms & conditions as available in the above-said website.

3. I also declare that I have submitted requisite **non-refundable** tender fee/ cost i.e Rs.500/- in the form of demand draft (DD)/Banker’s cheque made in the favour of —‘CAO, O/O. CCA, NE-1” payable at **Shillong** along with qualifying bid.

(Signature of tenderer with stamp of the firm)

Date:

Place:

**SECTION VIII
FINANCIAL BID
ANNEXURE-I**

(To be enclosed in a separate sealed envelope super scribed as financial Bid)

Tender No. : TERM/NE1/Outsourcing/2015-16/31

Dated: 07-08-2015

For Outsourcing of work requiring unskilled, Semi-skilled and Data entry operator(Skilled) Manpower in the O/o DDG (TERM), NE-1,Shillong, Department of Telecommunications For providing services of unskilled and semiskilled manpower& skilled manpower at O/o DDG (TERM),NE-1.

1. Name of tendering Company/ Firm/Agency:.....
2. (A) The components of rates per employee shall comprise such statutory payment & liabilities as applicable on date and as revised from time to time as under-

SI No.	Items	Component of Rates (in Rs.)		
		Skilled category per person (Rs.)	Semi-skilled category per person (Rs.)	Unskilled category per person(Rs.)
1	Per day wages (Basic + VDA)	328	272	233
2	EPF contribution by the employer (@ 13.61% of Basic + VDA)	44.64	37.01	31.71
3	EPF contribution by the employee (@ 12 % of Basic + VDA)	39.36	32.64	27.96
4	Employees State Insurance contribution by the employer (@4.75% of Basic +DA)	15.58	12.92	11.06
5	Employees State Insurance contribution by the employee (@1.75% of Basic +DA)	5.74	4.76	4.07

Signature of the of Tenderer with seal

Summary of 2A:

Items	Skilled category per person (Rs.)	Semi-skilled category per person (Rs.)	Unskilled category per person(Rs.)
Take home pay of the employee per day (1-3--5)	282.9	234.60	200.97
Total contribution towards EPF and ESI per day (2+3+4+5)	105.32	87.33	74.80
Amount to be re-imbursed to the Agency by TERM Cell, NE-1, Shillong towards wages per day (1+2+4)	388.22	321.93	275.77

Note:

Wages are as per order no. 1/3(3)/2015-LS-II dated 30-03-2015 issued by O/o the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India, New Delhi. Minimum wages has to be revised as per the revision of wages/ VDAs by the Ministry of Labour and Employment, New Delhi, if any during the period of contract will be paid and the same will be re-imbursed by the TERM Cell, NE-1, Shillong on receipt of bill.

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

(Signature of tenderer with stamp of the firm)

2(B) Service Charges:-

The Tenderer shall be required to quote only **service charges per person per month** deployed, which shall be the deciding parameter for the award of the contract.

(The Service charge rates are to be quoted per Calendar month per person irrespective of working days in the month.)

	Service Charges (inRs.) in Figure & words.
Unskilled category per person	In figure: In words:
Semi-skilled category per person	In figure: In words:
Skilled category per person	In figure: In words:

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

(Signature of tender with stamp of the firm)

Date:

Place:

Full Name:

Notes:

1. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performance by each man power during the month.
3. L-1 Bidder will be decided based on Total service charge calculated.
4. Any correction/modification/updating must be authenticated by countersign with date.
5. Any difference between quoted figures and words, the rate quoted in words will prevail and be treated as final.
6. Service charges will remain same for given basic rate during complete contract period. It will not be affected when manpower wages are changed by the Government.
- 7. If a firm quotes 'NIL' charges / consideration, the bid shall be treated as unresponsive and will not be considered.**

SECTION IX

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on 01-09-15 or before date of bid opening)**

To
The Dy. Director General
NE-1, 3rdFloor, CTO Building,
Shillong, Meghalaya-793001

Sub:- Authorization for attending bid opening on 01-09-15 in the tender of No.
TERM/NE1/Outsourcing/2015-16/31 Dated: 07-08-2015

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

Or

Office authorized to sign the bid
Documents on behalf of the Bidder

Note

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

SECTION X

CHECKLIST FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

(Unconditional acceptance of Terms and conditions of the Tender)

1. Application – Technical Bid;
2. Attested copy of Registration of Agency with Labor Department;
3. Certified extracts of the Bank Account by Bank Manager containing transactions during last One year (from 01/04/2014 - 31/03/2015) (i.e. 2014-15).
4. Attested copy of PAN / GIR Card;
5. Copy of the IT return filed for minimum TWO financial years during last three years i.e.from 2012-13 to 2014-15.
6. Attested copy of Service Tax registration Certificate (All pages of certificate is to be submitted);
7. Attested copy of the EPF registration letter/Certificate (All pages of certificate is to be submitted);
8. Attested copy of letter the ESI registration / Certificate (All pages of certificate is to be submitted);
9. Work experience certificate issued not below the head of unit/Gazetted officer/Manager of Central Govt. / State Govt. / PSU for similar work for minimum Two years out of the last Five years (i.e. from 2010-11 to 2014-15).for minimum amount of Rs.3.00 Lakhs(Three lakhs).
10. Certified documents in support of entries in column 18 of Bid Form (Technical).
11. Duly filled in Annexure-A, B, C, D and E
12. Copy of the terms and conditions in Tender Document with each page duly signed and stamped / sealed by the authorized signatory of the agency in token of their acceptance.
13. EMD DD/Banker's cheque of Rs. 12000/-(Twelve thousands only) issued after the date of NIT
14. Tender cost DD/Banker's cheque of Rs. 500/-(five hundreds only) if Bid document is downloaded from Website (issued after the date of NIT).

SECTION-XI

PERFORMA OF PERFORMANCE SECURITY BOND

In consideration of DDG (TERM),NE-1, Shillong on the behalf President of India (hereinafter called the 'Purchaser') having agreed to exempt _____ (hereinafter called the said approved tenderer(s)) from the demand of performance security deposit 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 No. _____ dated _____ made between _____ and _____ 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 do hereby undertake to pay to DDG(TERM)NE-1, Shillong, an amount of not exceeding Rs. _____/- against any or damage caused to or suffered or would be caused to or suffered by DDG(TERM)NE-1, Shillong, by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the DDG (TERM)NE-1, Shillong by reason of breach by the said approved tenderer(s)' of any of the terms or conditions contained in the said Agreement or by reason of the tenderer(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the DDG (TERM)NE-1, Shillong in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/-.

3. We undertake to pay to the DDG(TERM)NE-1, Shillong any money so demanded notwithstanding any dispute or disputes raised by the approved tenderer(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the approved tenderer(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the DDG(TERM)NE-1, Shillong under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DDG(TERM)NE-1, Shillong (office/Department) purchaser certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said approved tenderer(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 24 months (as specified in P.O.) from the date hereof, we shall be discharged from

all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the DDG(TERM)NE-1, Shillong that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the said approved tenderer(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said approved tenderer(s) or for any forbearance, act or omission on the part of the PURCHASER or any indulgence by the PURCHASER 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. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DDG (TERM)NE-1, Shillong in writing.

Dated the _____ day of _____

for _____ (indicate the name of the bank) .

Note: This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp Act.

SECTION-XII

AGREEMENT FORMAT

The agreement is made on the _____(date) between the President of India (Herein after called the purchaser) acting through its authorized official, Office of the DDG (TERM), NE-1, 3rd Floor CTO Building, Shillong (Meghalaya)-793001, Department of Telecommunication, Ministry of Communication & IT, Govt. of India on one part and(Approved Tenderer).....having his/her residence /office at.....(through its constituted attorney hereinafter called —approved tenderer|| which shall include their heirs executors, successors and assignees) on the other part.

Whereas the purchaser is desirous of outsourcing of office upkeep, house-keeping services and data entry works, as detailed in Tender No. **TERM/NE1/Outsourcing/2015-16/31**
Dated: 07-08-2015

And whereas the Approved tenderer is ready and willing to execute the said work in accordance with the contract.

Now this agreement is hereby agreed and declared as follows:

1. The tender notice, general rules, terms & conditions, Tender schedules Engineering Instructions, letter of Tender No.....(along with its enclosures) annexed hereto and such other additional particular instructions as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression —Contractual of contract documents|| wherever herein used.

2. In consideration of the payment to be made to the Approved tenderer for the work to be executed by him, the Approved tenderer hereby convenes with the purchaser that the Approved tenderer shall in accordance with the contract documents do provisions, execute and complete the said work and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said work and at the time and in the manner and subject to the terms and conditions.

3. The party of second part called as —Approved tenderer|| also declares that none of his/her relatives i.e. wife, husband parents, grandparents, children and grand children, brothers, sisters, is working in Dept. of Telecom.

4. In consideration of the due provisions, execution and completion of the said work the purchaser hereby agrees with the Approved tenderer that the purchaser will pay to the Approved tenderer the respective amounts for the work done by the Approved tenderer such sum(s) as may become payable to the Approved tenderer under the provisions of the contract agreement.

5. The contract will be in force for one year with effect from.....to.....

6. Security deposit of.....is furnished below. Rs.....Security Deposit furnished through of Bank Guarantee/FDR No.....of.....(Valid Upto).....

7. In presence of the witness, below the agreement is executed on the day.....year.....to be abided by both the parties.

Signed and delivered for and on behalf of President of India.

In the presence of :

Signature :

Signature :

Name :

Name :

Designation :

Designation :

Seal:

Seal:

Agreement signed in the presence of

Witness 1:

Witness 1:

Signature:

Signature:

Name:

Name:

Witness 2:

Witness 2:

Signature:

Signature:

Name:

Name: