



Government of India  
Ministry of Communications  
Department of Telecommunications  
Telecom Enforcement, Resource & Monitoring Cell, Gujarat  
1<sup>st</sup> Floor, P&T Administrative Building, Khanpur, Ahmedabad -380 001

Tender No: TERM/GUJ/Tender/OU & HK/2017-18 dated 02.06.2017

## **E-Tender DOCUMENT**

**FOR**

**“e-TENDER FOR DAY TO DAY RUNNING OF OFFICE AND HOUSE KEEPING SERVICES”.**

**FOR THE**

**O/o THE DEPUTY DIRECTOR GENERAL**

**TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL, Gujarat**

**Non-transferable**

**Price of Bid Document: Rs. 500/-**

Deputy Director General -  
Telecom Enforcement, Resource & Monitoring Cell -  
Gujarat -

(Visit us at [www.dot.gov.in](http://www.dot.gov.in), <http://eprocure.gov.in>)  
Total No. of Pages 42

**Last Date & Time of Submission of Bid: 1700Hrs of 23.06.2017**

**Date & Time of Online Opening: 1100Hrs of 27.06.2017**

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**1<sup>st</sup> Floor, P&T Administrative Building, Khanpur, Ahmedabad -380 001**

**SECTION I**

**TERM/GUJ/Tender/OU & HK/2017-18**

**Dated: 02/06/2017**

**NOTICE INVITING e-TENDER (NIT)**

1. E- tenders on behalf of the President of India, are invited under Two Bid System viz. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower supply Companies for providing services for **day to day running of office and house keeping services** in the office of DDG (TERM Gujarat), for a period of one year from the date of contract.

| Office where services are required | Schedule of requirement  | Quantity                        | Approximate Cost   | Earnest Money Deposit                 |
|------------------------------------|--|---------------------------------|--------------------|---------------------------------------|
| O/o DDG (TERM Gujarat)             | 1. Data Entry Operator/ Office Assistant<br>2. Office boys/ Helpers<br>3. Sweeping and Cleaning of Office Premises | 4 (Four)<br>4 (Four)<br>1 (one) | Rs.23,50,000/<br>- | Rs.58,750/-<br>(2.5% of Tender Value) |

Note: The tenderer should submit DD for Rs 58,750/- for the above EMD. The DD has to be submitted off line before 17:00 hrs on 23/06/2017 and scanned copy of DD to be uploaded online - before 17:00 hrs on 23/06/2017. -

**2. Schedule:**

Date of issue of Bid Document: Bidder can download the Bid Document from **02.06.2017** from the DOT website <http://www.dot.gov.in> or the E Procurement portal <http://eprocure.gov.in/eprocure/app> by using bidder login credentials. -

|  |  |
|--|--|
| Last Date & time for receipt of tender :                                     | 23.06.2017 at 17:00 hrs.   |
| Physical submission of EMD and Tender document fee:                          | 23.06.2017 at 17:00 hrs.   |
| On-line opening of Tender Bids(Technical bids):                              | 27.06.2017 at 11:00 hrs.   |
| Date & time for opening of Financial Bid for Technically qualified bidders : | Will be intimated later.   |
| Place of opening the Tenders :   | O/o DDG, TERM Gujarat, 1 <sup>st</sup> Floor, P & T Admin Building, Khanpur, Ahmedabad- 380001 |
| 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](http://www.dot.gov.in) -

**4. Cost of Tender Document: -**

DD for an amount of Rs.500/-(Rupees Five Hundred only) (non-refundable) from Nationalized / Scheduled bank drawn in favour of "**AO (Cash), O/o CCA Gujarat" payable at Ahmedabad**" has to be submitted offline (and Scanned copy of DD to be uploaded online at the time of submission of tender documents) 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. -

**5. Earnest Money Deposit (EMD):**

The applicant has to deposit Earnest Money Deposit (EMD) of Rs. 58,750/- (Rupees Fifty Eight Thousand seven fifty only) in the form of a DD from Nationalized / Scheduled bank drawn in favour of "**AO (Cash), O/o CCA Gujarat" payable at Ahmedabad**". Scanned copy of DD to be uploaded online at the time of online submission of e-tender documents. Bidders are requested to write their name and full address at the back of the Bank Draft submitted

**6. 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 have 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.16 of Section- II** of the Tender Document.

7. 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 DDG (TERM Gujarat), Ministry of Communication & IT, and Department of Telecommunications in this regard shall be final and binding on all.

8. The aforesaid DDs towards cost for Tender Document and EMD should be submitted offline to the tender inviting authority i.e. **DDG, Gujarat TERM Cell, 1<sup>st</sup> Floor P & T Admin Building, Khanpur, Ahmedabad-380001** on or before 17:00 hrs on 23/06/2017 and the scanned copy to be uploaded online on or before 17:00 hrs on 23/06/2017. The DD towards the cost of Tender Document and that towards the **Earnest Money Deposit should bear the date after the date of NIT.**

9. For DD to be submitted offline: The envelope should be super scribed

**"e-Tender for Day to Day Running of Office and House Keeping Services  
For the O/o DDG (TERM Cell Gujarat), Department of Telecommunications,  
Tender No: TERM/GUJ/Tender/OU & HK/2017-18 dated 02.06.2017  
Do Not Open Before: 1100 Hrs on 27.06.2017"**

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

**Director**  
**Office of Dy. Director General (TERM Gujarat)**  
1<sup>st</sup> Floor, P&T Admin Building, Khanpur, Ahmedabad-380001

## **SECTION - II**

### **INSTRUCTIONS TO BIDDERS**

#### **1. Definitions:**

- i. - "The purchaser" means the Department of Telecommunications, Ministry of Communications, Government of India.
- ii. - "The bidder" means the individual or firm who participates in this tender and submits its bid.
- iii. - "The supplier" means the individual or firm providing services under contract.
- iv. - The Services means all the Services, which the supplier is required to provide to the purchaser under the contract.
- v. - Letter Of Intent (LOI) means the written communication to the successful bidder of the intention of the purchaser to accept the tender as per the terms & conditions contained & referred there in.
- vi. - "The Purchase/Work Order" means the written order placed by the purchaser on the supplier signed by purchaser including all section incorporated by reference therein. The purchase/work order shall be deemed as "Contract" appearing in the document.
- vii. - "The contract Price" means the price payable to the supplier under the purchase order/work order for the full & proper compliance of his contractual obligations.
- viii. - The records, terms & expressions not specifically defined herein or in the tender documents, shall have the same meaning assigned to them, as the case may be. The Head notes are for guidance only & shall not affect the interpretation or construction of any provision thereof in the tender documents.
- ix. - Date of receipt of communication of purchase/work order will be taken as actual date of receipt or 7 days from date of dispatch in case of postal delivery; whichever is earlier unless specifically mentioned.

#### **2. Services to be provided:** As per Section V.

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

- a) The bidder firm/ agency/ company must be registered with appropriate authorities and Self Attested copy of valid registration may be attached.
- b) Bidder should have at least one year of continuous Experience during the last five years in CPSU/Nationalised Banks/Government Department (Central/State) of similar works of other services for day to day running of office and housekeeping as described in Section V.
- c) Bidder must have **Service tax registration**
- d) Bidder should have **EPF and ESI registration** with competent authority.
- e) Bidder must have **PAN/TAN/GIR card**
- f) Bidder must have filled up previous year income tax return.

#### **4. Cost of Bidding**

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

#### **5. Bid Document**

**i. This document consists of following sections:**

- a) Notice Inviting Tender - Section I -
- b) Instructions to Bidders - Section II -
- c) General (Commercial) Conditions of Contract - Section III -
- d) Special Conditions of the Contract - Section IV -
- e) - Schedule of Requirements - Section V -
- f) - Bidder's Detail - Section VI -
- g) - Instructions for Online Filling of Financial Bid Form (BoQ)- Section VII -
- h) - Format for Performance Bank Guarantee- Section VIII -
- i) - Format for Agreement - Section IX -
- j) - Check list - Section X -
- k) - Declaration regarding Website Downloaded & Non tampered Tender Documents- Section XI -
- l) - Declaration regarding Blacklisting/Non Blacklisting - Section XII -
- m) -Pre receipt for Refund of EMD –Section XIII -
- n) - Declaration regarding Acceptance to the Terms & Conditions of the tender – Section XIV -
- o) - Declaration regarding No Near Relatives - Section XV -

- 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 being substantive may result in rejection of the bid.
- iii. - A prospective bidder requiring any clarification on the Bid documents shall have to intimate this office in writing. This office shall respond in writing to any such request which it receives not later than 3 days prior to the date of closing of Tender.

**6. Amendment to bid document**

- i. - At any time, prior to the date of submission of Bids, DOT may, for any reason, whether on its own initiative or in response to any clarification sought by a bidder, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on bidders.
- ii. - In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the DOT may, at its discretion, shall extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web site as and when it is made.
- iii. - Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.

**7. Bid Form**

The bidder must complete the Bidder's Detail as per Section VI and submit it online after filling it.

**8. Bid Price:**

- i. - Instructions for Online Filling of Financial Bid Form (BoQ) are given in Section VII
- ii. - In the Online BoQ, **the bidder should only quote the Service Charges per manpower per month** for Data Entry Operator/ Office Assistant, Office boys/ Helpers and Sweeping and Cleaning of Office Premises.
- ii. - **The Service charges quoted by the bidder shall remain firm during the entire period of the contract.**
- iii. - The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable or illogical rates.
- iv. - **Bid Price shall be quoted inclusive of applicable taxes, duties, levies etc. except Service tax.** Wages and applicable statutory taxes, duties, levies etc. will be reimbursed by the purchaser. However, at the time of claiming, taxes, duties and levies etc. applicable should be specifically indicated in the bills. Copies of notifications issued by authorities concerned specifying applicability & rates should be submitted to the purchaser along with the first bill and subsequently in case of any changes.
- v. **The price quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**

**9. Earnest Money Deposit:**

- i. - The Earnest Money Deposit is required to protect the Purchaser's interests against the risk of bidder's conduct, which would warrant forfeiture of the bid security.
- ii. - **An Earnest Money Deposit (EMD) of Rs. 58,750/-** as mentioned in NIT in the form of A/C payee Demand Draft drawn in favor of the "**AO (Cash), O/o CCA Gujarat**" payable at Ahmedabad from a nationalized/scheduled bank, shall be paid as directed in NIT.
- iii. - Amount or amounts payable, if any, to the bidder or the bid security furnished by the bidder in respect of an earlier bid, shall not be adjustable against this bid.
- iv. - The amount deposited as bid security shall carry no interest during the entire period it remains with Department of Telecommunications.
- v. - The **Earnest Money Deposit** of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, **normally within six months** from the date of opening of tenders.
- vi. - The **Earnest Money Deposit** of the successful bidder will also **be returned without interest within reasonable time** after final decision of the tender, **normally within six months** from the date of opening of tenders
- vii. - The bid security (EMD) shall be forfeited:
  - a. If the bidder withdraws his bid during the period of bid validity; or
  - b. In the case of a successful bidder, if the bidder fails to sign the contract and/or fails to furnish performance guarantee (S.D.) in accordance to the relevant clauses of the documents(s).

**A bid not secured in accordance to the above mentioned Clause 9 shall be summarily rejected as a non-responsive bid.**

**10. Filling of Bid Document**

- i. - The Bidder's Details, Declarations and Documents in support of Eligibility Criteria shall be either typed or printed or neatly hand written and should be signed and stamped by

the person duly authorised by the Bidding firm/ agency/Company. (Please refer the checklist at Section X)

- ii. - Violation of the above clause will lead to the rejection of the tender.

#### **11. Submission of Bid :**

The bid along with the necessary documents should be uploaded at <http://eprocure.gov.in> portal as per guidelines mentioned in the portal. Tender have 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.16 of Section-II of Tender Document.

#### **12. Modification & Withdrawal of bids.**

The bidder may modify or withdraw his bid after bid submission provided that the written notice of the modification/withdrawal as well as the modification/withdrawal itself is done prior to the deadline prescribed for submission of bid.

#### **13. Summary Rejection of Bid:**

One or more of the following reasons will render a bid liable to be rejected summarily:-

- i. - A bid not secured in accordance with Clause 9 of section II of the bid document.
- ii. - If DD of Rs. 500/- towards the **tender document fee** is not submitted before the date and time as mentioned in NIT.
- iii. - A Conditional bid or a bid with conditions other than those specified in the tender documents
- iv. - A bid received with validity for a shorter period than prescribed.
- v. - Documents establishing eligibility as per clause 3 not submitted.
- vi. - Any attempt to negotiate directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavours to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected

#### **14. Evaluation:**

- i All bids will be examined for responsiveness with respect to terms & conditions in the bid document.
- ii. - Thereafter the evaluation will be done for substantively responsive bids only.
- iii. - A substantively responsive bid is one that conforms to all the terms and conditions of the Tender Documents without any material deviations. The bid's responsiveness shall be based on the contents of the bid itself without recourse to any extrinsic material.
- iv. - A bid determined as substantively non-responsive shall be rejected.
- v. - The bidder(s) shall not be permitted to make corrections after opening of bid to make such bid(s) substantively responsive.
- vi. - The purchaser is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender and of allotting the quantities offered. The bidders shall supply the quantities as decided by the purchaser at the approved rates.
- vii. - The purchaser may waive minor non-conformance or irregularity(s) in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of the bid(s).



**15. Commercial Evaluation of Substantively Responsive Bids:**

On bid opening day mentioned in the NIT only technical bids will be opened which will be evaluated for responsiveness. Financial bids of those bidders whose technical bids are found to be responsive only will be opened and commercially evaluated, on a different date. Date of opening of financial bids will be intimated to all eligible bidders. In financial bid, the contractor is not required to quote the minimum wages. The minimum wage amount will be decided by the DDG (TERM Gujarat) in reference to the prevailing minimum wages as prescribed by the concerned Labour Commission/Ministry/Department as applicable. **The contractor needs to quote only the service charge to be claimed by contractor in BoQ. The lowest bidder is to be evaluated on the service charge only.** The contractor will be required to pay minimum wages

**16. Documents comprising the bid**

The submitted bid document shall comprise the following components:-

**A. Technical Bid:-PART-A**

- I. Bidder's Detail duly filled (as per section VI).
- II. - EMD (Scanned copy of DD to be uploaded online & Original DD to be submitted offline).
- III. - Cost of the tender document i.e document fee (scanned copy of DD to be uploaded online & original DD to be submitted offline)
- IV. - Documentary evidence established in accordance with clause 3 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted. The following documents are to be scanned and uploaded online).
  - a) - Self attested copy of valid Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable.
  - b) Self attested copy of PAN/TAN/GIR card. -
  - c) Self attested copy of the Service tax registration. -
  - d) Self attested copy of the EPF Certificate. -
  - e) Self attested copy of the ESI Certificate. -
  - f) - Self attested copy of experience certificates, work orders etc. establishing at least one year continuous experience (during the last 5 years) of providing manpower services to CPSU, Nationalized Banks, Government Departments (State or Centre) etc. in respect of clause no. 3(b).
  - g) - Self attested copy of previous year Income Tax return certificate.
- V. - **Tender document** - all pages signed and stamped by authorized signatory
- VI. - Declaration regarding **no near relatives** as per Section XV. 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 directors of company. -
- VII. Declaration regarding **Website Downloaded & Non-tampered Tender Document** (Section XI)
- VIII. Declaration regarding **Blacklisting/Non-blacklisting** (Section XII)
- IX. - **Pre receipt for refund of EMD** (Section XIII)
- X. - Declaration regarding acceptance to terms and conditions of the tender (Section XIV)

All the above documents are to be scanned and uploaded online at <http://www.eprocure.gov.in>

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

**B. Financial bid (BoQ) :- PART-B**

Financial Bid Form (BoQ) must be downloaded separately from the <http://www.eprocure.gov.in>, filled up and uploaded online at <http://www.eprocure.gov.in>. Instructions for Filling of Financial Bid Form (BoQ) are given in Section VII

**17. Signing of Tender:**

**Document authorizing the signatory to sign the tender on behalf of firm/ agency/company should be attached with the Bidder's Detail (i.e. Section VI)**

### **SECTION - III**

#### **GENERAL (COMMERCIAL) CONDITIONS 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.

##### **2. 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 DDG (TERM Gujarat) as nonresponsive.
- ii. - A Bidder accepting the request of DDG (TERM Gujarat) for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify bid.

##### **3. Cancellation of bid**

DDG (TERM Gujarat) reserves the right to cancel the bid (Tender) partly or fully without assigning any reason at any point of time

##### **4. Contacting the Purchaser**

No bidder shall try to influence the Purchaser on any matter relating to its bid, at any stage. Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

##### **5. Award of Contract**

DDG (TERM Gujarat) shall consider placement of letter of intent to the bidder whose offer has been found technically, commercially and financially acceptable.

##### **6. Acceptance of Award**

The bidder, within 10 days of issue of letter of intent, shall give his acceptance by executing the agreement as per the **Section IX** on a non-judicial stamp paper of Rs. 100/- the cost of which will be borne by the tenderer himself.

##### **7. Work Order**

The final Work Order will be issued only after the execution of the agreement (as per Section IX) on a non-judicial stamp paper of Rs. 100/-(One hundred only) at his own cost and in the form annexed hereto to the effect that the tenderer and DoT are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document. The performance security in the form of bank guarantee of validity of 1 year and 3 months should be submitted before the settlement of the bill of the first month of the contract.

## 8. Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 6 of this section shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event DDG (TERM Gujarat) may make the award to any other bidder at the discretion of DDG (TERM Gujarat) or call for new bids.

## 9. Signing of Contract

Signing of Agreement shall constitute the award of the contract on the bidder.

## 10. Performance Security

- I. - Earnest Money (2.5% of the estimated cost of work i.e. Rs. 58,750/- ) deposited at the time of submission of the tender **will not be adjusted towards Security Deposit** on the acceptance of the tender.
- II. - The successful tenderer will have to deposit a Performance Security Deposit of **10% of contract value** before the settlement of the bill of the first month of the contract. **The performance security will be furnished in the form of the Bank Guarantee drawn in favour of DDG (TERM Cell Gujarat), payable at Ahmedabad.** The performance security should remain valid for a period of 1 year and 3 months from the commencement of the contract.
- III. - Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by the DoT on the Security Deposit or on amounts payable to the Contractor under the contract.
- IV. - Security Deposit/PBG shall be liable for appropriation / adjustment against any liquidated - damages for delayed execution. If the contractor fails or neglects to perform any of his obligations under the contract, it shall be lawful for the DoT to forfeit either whole or any part of the Security Deposit furnished by the contractor. -
- V. - The Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.
- VI. - All the compensation or other sum of money payable by the contractor under the terms of - this contract may be deducted from the Security Deposit/PBG or from any sum which may be due or may become due to the contractor by the DOT on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, they said balance in full shall be collected from the bills of the - contractor. -
- VII. - If the contractor duly performs and completes the contracts in all respects, the DoT shall refund the Security Deposit/PBG to the Contractor after deducting all costs and other expenses that the DoT may have incurred for making good any loss due to any action attributable to the contractor which the DOT is entitled to recover from the contractor. Security Deposit/PBG will be refundable only after full settlement of final bill for the works contracted/executed under the contract and on submission of NOC from the JTO/SDE/AD/ADE/ADG/Director Concerned.
- VIII. - Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for One years after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the DoT.

#### **11. Extension of contract period**

The contract shall be for one year, unless otherwise specified. However the purchaser reserves the right to extend the contract period up to 1 year beyond the period specified in the letter of Intent, on the same rates and terms & conditions, if mutually agreed.

#### **12. Right to vary quantities**

DDG (TERM Gujarat) reserves the right at the time of award of contract or at any time during the contract period, to **increase or decrease the number of manpower up to 50%.**

#### **13. Payment Terms**

The agency shall raise the bill, in duplicate, along with attendance sheet, duly verified by JTO/ADET/ADG (TERM) concerned in respect of the persons deployed and submit the same to DDO (TERM) in the first week of the succeeding month. The billing authorities to be raised will be intimated separately with work order. The claims in bills regarding Employees State Insurance, Provident Fund, and service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of this office. Income Tax and such other Taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill. Contractor shall pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work. Such expenditure shall be intimated to Contractor either by Competent Telecom Authority or concerned third parties in writing. If contractor fails to pay to the concerned third parties such amount within fifteen days from the date of notice, the Competent Telecom Authority shall recover such amount from the contractor and will make the payment to concerned third parties at the risk and cost of the contractor.

#### **14. Delays In The Supplier's Performance**

- i. Services under the contract shall be provided strictly in accordance with the schedule specified in the purchase/work order.
- ii. Delay(s) in the performance of service obligations shall render the supplier liable to any or all; of the following sanctions i.e. forfeiture of performance security (S/D), **imposition of liquidated damages and/or termination of the contract for default, and/or barring the supplier for 3 years.**
- iii. If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the services, the supplier shall promptly notify the purchaser in writing of the full fact about the delay, its likely duration & cause(s). As soon as practicable after receipt of the supplier's notice, the discretion to extend the period for performance of the contract after mutual discussions, lies with the purchaser i.e. DDG (TERM Gujarat)

#### **15. Liquidated Damage Charges**

The selected agency shall immediately provide a substitute in the event of any person not available due to any reason. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs.200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.

#### **16. Termination of Contract**

- i. In case of any default by the contractor in any of the terms and conditions, DoT may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving one week's notice in writing to contractor/ bidder.
- ii. All instructions, notices and communications etc. under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.
- iii. Notwithstanding anything contained herein, DoT also reserves the right to terminate the contract at any time or stage during the period of contract, by giving one week's notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.

#### **17. Termination for insolvency**

DDG (TERM Gujarat) 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.

#### **18. 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 (Hereinafter 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. 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 DDG (TERM Gujarat) 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.

#### **19. Disputes and Arbitration**

- a) - In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitration of the DDG (TERM) Gujarat or in case his designation is changed or its office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the

functions of the DDG (TERM) Gujarat or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the DDG (TERM) Gujarat or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the DDG (TERM) Gujarat or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a DOT employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOT employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such DDG (TERM) Gujarat or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the office of DDG (TERM) Gujarat at Ahmedabad or such other places as the arbitrator may decide.

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

## **20. 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 DDG (TERM Gujarat) and set off the same against any claim of DDG (TERM Gujarat) for payment of a sum of money arising out of this contract or under any other contract made by contractor with DDG (TERM Gujarat)

## **21. Breach of Tender Conditions**

In case of breach of any tender condition, delay or non-performance purchaser may take all or any of the following actions:

- i. Forfeiture of EMD
- ii. Forfeiture of SD
- iii. Cancellation of contract
- iv. Barring participation of bidder in all future tenders of DoT for a period of 3 years or more

## **22. Right to Cancel the Contract**

- i. - The purchaser shall have the right to cancel the contract wholly or in part in the event he is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s), by giving one month's notice.
- ii. - The purchaser shall have the right to cancel the contract & forfeit S/D if subsequently it is found that the approved contractor is a "Member of Family" of a "Government servant".

**23. Near Relatives Criteria**

Tenderers whose near relatives are employees of TERM Cell/CCA/DoT are not eligible to participate in this tender. 'Near Relatives' in relation to a Government Servant includes:-

- i. Members of a Hindu Undivided Family
- ii. They are husband and wife,
- iii. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law)

A declaration to this effect is required to be enclosed in the technical bid cover. Format for declaration is at Section XV.



## SECTION - IV

### SPECIAL CONDITIONS OF CONTRACT

1. - The special conditions of contract shall supplement the instructions 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. - DDG (TERM Gujarat) reserves the right to **postpone the date of opening** of tender or to **cancel the tender notice** without assigning any reasons thereof. Any request from tenderers to postpone or to change date of opening of the tender due to any reason, whatsoever, will not be considered
4. - DDG (TERM Gujarat) reserves the right of disqualifying such bidders who have a record of not meeting contractual obligations against earlier contract entered into with other departments/offices of central government.
5. - DDG (TERM Gujarat) reserves the right for placement of full tendered quantity on the approved bidder.
6. - No communication from the tenderer in the form of any clarification or information/document lost sight of in the original tender etc. will be given any consideration, unless any such clarification has been sought for by the DoT.
7. - DDG (TERM Gujarat) assumes no responsibility whatever for any oral understandings or representations made by any of its officers or agents or servants prior to the execution of the contract.
8. - DDG (TERM Gujarat) reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of DoT under this clause shall not construe the breach of contract.
9. - No Gazetted Officer employed in DoT is allowed to work as a contractor for a period of two years of his retirement. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained permission of Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service as the case may be, and any security deposit, earnest money deposit and any other bills due for payment shall stand forfeited forthwith. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature, from the DoT for his illegal act.
10. The contract is for a period of one year and may be further extended for a period up to 1 year after the completion of contract provided the requirement of this office for manpower exists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected firm/ agency/ Company. This office, however, reserves the right to terminate this initial contract at any time after giving one week notice to the selected service providing firm/ agency/Company.
11. 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.
12. The contracting Firm/ agency/Company 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 Department.
13. The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act, to persons deployed by him.

14. The tenderer will be bound by the details furnished by him / her to this Department, while submitting the tender 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.
15. The contracting firm/ agency/Company shall ensure that the manpower deployed in the O/o DDG (TERM Gujarat), Department of Telecommunications conforms to the schedule of requirement as prescribed in section V of the Tender Document.
16. The manpower employed by the agency shall be required to work normally as per this office's working days, i.e. from Monday to Saturday from 0930 hrs. to 1830 hrs with a lunch break of ½ an hour from 1300 Hrs to 1330 Hrs and a weekly off on Sundays . The manpower may also be called upon to perform duties on Sundays and other gazetted holidays, if required. The attendant, if deputed for any official work outside the office within Gujarat area, shall not be entitled any emoluments from the office of DDG (TERM Gujarat)
12. In case, the person employed by the successful Firm/ agency/Company commits any act of omission/commission that amounts to misconduct/Indiscipline/incompetence and security risks, the successful Firm/ agency/Company 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.
13. The tendering firm/ agency/Company 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. which clearly establishes that they are employees of the tendering firm/ agency/Company .
14. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.
15. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work
16. The person deployed shall be required to report for work at 0930 hrs. to concerned official of TERM Cell Gujarat and would leave at 1830 hrs. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one day wage shall be deducted. In case of repetition of such instances, clause 12 will be applicable.
17. For inferior quality or incorrect execution of work, the in-charge of work will be empowered to deduct from bills 10% amount of W.O. in addition to excess payment made to rectify/ reconstruct or replace any defective work. No payment will be made for such execution
18. If the work is not performed by any or all the manpower on any day/days in a month, **deduction shall be made proportionately (per day basis) from the bills of the contractor and a penalty @ Rs. 500/- per working day for each Other services for day to day running of office & Housekeeping manpower shall be imposed**
19. The agency shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
20. It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.
21. For all intents and purposes, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of persons so employed and deployed in this office. The persons deployed by the agency in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o DDG (TERM Gujarat), Department of Telecommunications.

22. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever.
23. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
24. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/confirmed employees of this office during the currency or after expiry of the contract.
25. The DDG (TERM Gujarat) shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Competent Telecom Authority and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Competent Telecom Authority has the right to prohibit the use of men/women and any tools, materials or equipment's which in his opinion do not produce work or performance meeting the requirement of the Contract Documents.
26. The Contractor shall at all times hold the DoT harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the DoT, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the DoT may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse the DoT or pay to the DoT forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the DoT arising out of or incidental to or in connection with the operation covered by the contract. The Contractor shall at his own cost at the DoT's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the DoT
27. In the event of the Contractor being adjudged - insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Firm/ agency/Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified DDG (TERM Gujarat) shall have the power to terminate the contract without previous notice
28. Without - prejudice to any of the rights or remedies under this contract, if the Contractor dies, DDG (TERM Gujarat) shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract
29. DDG (TERM Gujarat) reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor should not change manpower without prior

permission from this office. Contractor shall be and remain primarily and principally liable to the DoT in terms hereof and for the due fulfilment of the contracted works

30. The Contractor shall indemnify, and save harmless the DoT from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the DoT may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be
31. The contractor shall obtain a valid labour license as per requirement under the contract labour(R & A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 before commencement of the work. The contractor shall also abide by the provisions of the Child labour (prohibition and regulation) Act 1986. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work
32. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in this office.

### **33. Working hours**

- a) Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
  - b) When manpower is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
  - c) Every manpower shall be given a weekly holiday normally on Sunday, in accordance with the provision of minimum wages(Central) rules 1960, as amended from time to time, irrespective of whether such manpower is governed by the minimum wages act or not. Where the minimum wages prescribed by the Government, under the minimum wages act, are not inclusive of the wages for the weekly day of rest, the manpower shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days (45 hours in case of 5 Days week).
  - d) Where a contractor is permitted by the officer to allow a manpower to work on a normal week holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such manpower for the work performed on the normal weekly holiday at the overtime rate.
34. The contractor shall be solely responsible for redress of grievances/resolution of disputes relating to the manpower deployed.

### **35. Payment of Wages**

- a) The Contractor shall fix wage periods in respect of which wages shall be payable. -
- b) No wage period shall exceed one month. -
- c) The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- d) - Where the employment of any manpower is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

- e) - All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hours of the last working day.
- f) Wages due for individual manpower shall be paid to him direct or the other person authorized by him in this behalf.
- g) The contractor shall pay the monthly salary to the personnel employed by him through cheque/NEFT.
- h) All wages shall be paid in current coin or currency or in both.
- i) Wages shall be paid without any deductions of any kind except those specified by the central government by general or special order in this behalf or permissible under the payment of wages act 1956.
- j) - It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site engineer or any other authorized representative of the office who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- k) - Each claim bill of the contractor must accompany details of labourers/employees engaged, salary slips, duration of their engagement/wage register /amount of wages paid/amount of EPF/ESI contributions and declaration from the contractor regarding compliance of the condition of EPF Act 1952.
- l) - The contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day(s) after 6 days (effective 45 hours of work in case of 5 Days week) & national holidays, PF, ESI etc. & the documentary proof of the same has to be attached with each month's bill.

36. Payment shall be made only to the contractor and on monthly lump sum basis as per actual service

### 37. LABOUR RECORDS

- a) The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour(R & A) Central Rules 1971 and **same shall be submitted along with monthly bills to be submitted by contractor.**
- b) - The contractor shall maintain a **Muster roll register** in respect of all workmen employed by him on the work under contract in form XVI of the CL(R& A) Rules.
- c) - The contractor shall maintain a **Wage Register** in respect of all work men employed by him on the work under contract in form XVII of the CL (R & a) Rules 1971.
- d) - The manpower deployed by the contractor for providing the services to do specific work will have no claim whatsoever for absorption in DoT later on.
- e) - The contractor shall maintain a **Register of Fines** in the form XII of the CL(R & A) rules 1971 the contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
- f) - The contractor shall maintain a **Register of deductions for damage or loss** in from XX of the CL(R & A) Rules 1971.
- g) - The contractor shall maintain a **Register of Overtime** in from XXIII of the CL(R & A) rules 1971.

38. The contractor shall pay the wages to the personnel on or before the 7<sup>th</sup> of every succeeding month, irrespective of delay in payment of Bills or whatsoever reason.

39. No payment shall be made in advance.

40. Inspection of Books and Slips. The contractor shall allow inspection of all the prescribed labour records to any of his manpower or to his agent at a convenient time and place after due notice is received or to the labour officer or any other person, authorized by the Central Government on his behalf 52 Submission of Returns. The contractor shall submit periodical return as may be specified from time to time.
41. The DDG (TERM) Gujarat may without prejudice to his right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:
- a) If the Contractor having been given by the Competent Telecom Authority a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper workmen like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Competent Telecom Authority (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
  - b) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
  - c) - If the contractor commits breach of any of the terms and conditions of this contract.
  - d) - If contractor violates any act mentioned in clause- (37)
  - e) - If contractor commits any fraud with the DoT, or any fraudulent motive is detected in his action.
  - f) - If contractor demands undue charges not stipulated in this contract.
42. The claims in bill regarding Employees State Insurance, Provident fund and Service Tax etc. should necessarily be accompanied with documentary proof pertaining to the concerned monthly bill.
43. In any case in which any of the powers conferred upon the DDG (TERM) Gujarat by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise hereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.
44. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office.
45. Tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Ministry of Communications to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
46. The tendering agency 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.
47. 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.
48. In case, the tendering agency 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.

**49. The contractor shall not be justified in abandoning the contract because the DoT has delayed making payment(s) in respect of other work being done for the DoT by the Contractor.**

50. The Deputy Director General (TERM Gujarat), DoT, Ministry of Communications reserves right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.



## **SECTION - V**

### **SCHEDULE OF REQUIREMENT**

1. Period of Contract =1 year, extendable up to further one year, if mutually agreed on same rates and terms & conditions.

2. - **QUALIFICATION REQUIREMENTS FOR THE CONTRACTED EMPLOYEES:**

- a. - Must be above 18 years age and of sound health.
- b. - Must be a citizen of India.
- c. - Should be at least 8<sup>th</sup> Std passed for unskilled category.
- d. - For semi skilled category :
  - A) Should be 12<sup>th</sup> pass and should be able to read and write in English
- e. - The semiskilled manpower must have a good knowledge of computers/data entry and typing in English on computer. Previous experience of Data Entry and Office Work will be preferred.
- f. - The skills of the Contracted employees provided for this office shall be ascertained and verified by TERM Gujarat and shall be accepted for job only if found satisfactory.
- g. - All claims are to be backed up by documentary evidences in original.

***(The qualifications of the manpower to be deployed should not be submitted during the tender, only successful bidder may be asked to submit the same)***

### **Cat I: A) Data Entry Operator/ Office Assistant**

**A. Number of Units: - 04 (Semi Skilled manpower)**

**B. SCOPE OF WORK**

- i. - Hindi letters in MS Word on computer.
- ii. - Creating Excel sheets, entering data, creating files/folders and maintaining the same.
- iii. - Receiving daily Dak in inward section and Dispatching daily Dak in outward section and maintaining the record of the same. -
- iv. - Scanning and Photo Copying of documents
- v. - Sending E-mails and faxes.
- vi. - Assisting in arrangements of meetings, inspections
- viii. - Register and File keeping
- ix. - Any other office work as and when assigned.
- x. - Maintaining visitors' Registers.

### **Cat I : B) Office boys/ Helpers**

**A )Number of Units - 04 (unskilled manpower)**

**B. SCOPE OF WORK**

- i. Opening and closing of the Office.
- ii. - Regular dusting of furniture, etc so as to maintain general cleanliness and hygiene in office.
- iii. - Making arrangements for tea, coffee, water etc during the meetings and routinely to the officers and other official visitors.
- iv. - Photocopying, making sets of reports and other general office documents.



- v. Dispatch and delivery of official letters by messenger, ordinary /registered/ speed post.
- vi. Distribution of office letters & files of general nature among the officers.
- vii. Any other office work as and when assigned.

## **Cat II : Sweeping and Cleaning of Office Premises .**

**A ) Number of Units : 13 Labour days/month**

**B) specification of work:**

| Sr.  | Works   | Periodicity | Before                |
|--|---|-------------|-----------------------|
| 1  | Sweeping, Cleaning and mopping of closed (with wet cloth) and open area in entire TERM Cell Gujarat premise which consists of chambers of officers, staff & open space etc.   | Daily       | 09.00 Hrs to 11:00Hrs |
| 2  | Dusting & wiping (with wet cloth) of office furniture (table, chairs etc)/ equipment etc.   | Daily       | Before office hours   |
| 3  | Cleaning of floors of offices & cabins with phenyl water  | Daily       |                       |
| 4  | Removing waste/garbage and dumping it at the place earmarked for the purpose  | Daily       |                       |
| 6  | Putting liquid soap in soap cases   | Daily       |                       |
| 7  | Cleaning & washing of toilets/urinals/wash basins etc.  | Daily       |                       |
| 8  | Putting Standard Deodorants in Toilets/urinals/bathrooms  | Weekly      | Before office hours   |
| 9  | Dusting of office furniture equipment kept at height or attached to ceiling. i.e. fans. A/C Units, Energy, Savers etc. with wiping cloth/vacuum cleaner, wiping of window glasses/cabin partitions, lightweight partitions, attachments and fixtures like table fans, coolers, fire extinguishers, first aid boxes, fire alarm panels, notice boards, Xerox machines, racks, cupboards etc. (i.e. for all the item not covered under sr. No. 2 above) | Weekly      |                       |
| 10   | Cleaning of doors and windows glasses with Colin liquid in all chambers existing in the building.   | Weekly      |                       |
| 11   | Spraying in all chambers for mosquito.  | Weekly      |                       |
| 12   | Spraying of room freshener in the chambers  | Daily       | Before office hours   |
| <b>Note : -</b><br>1. Apart from this the contractor has to carry out any work which is not included in above schedule but is related to cleanliness of building (including any chock up of drainage pipes in toilets/bathrooms), or harmful to the health of staff sitting in office.<br>2. the material required for above works viz. Phenyl, liquid soap, deodorants and equipment's such as brooms, vacuum cleaner or anything required for cleaning/housekeeping works including water and electricity ,would be arranged by the Contractor . |   |             |                       |

### **Detail of offices for Sweeping and Cleaning Services**

| SL. No. | Name of Building  | Approx.Covered Area (in sqr mtr) | Approx.Un Covered Area (in sqr mtr) |
|---------|---|----------------------------------|-------------------------------------|
| 1       | TERM Cell Gujarat & Ahmedabad, P&T building Khanpur, Ahmedabad-380015 | 680                              | 175                                 |

**Note:** - This is only approximate area & this may increase or decrease due to any change in arrangement of office set up or additional posting of officers as required by TERM Cell Gujarat/Ahmedabad.

**SECTION - VI**  
**BIDDER'S DETAIL**

|    |  |  |
|----|--|--|
| 1. | Name of Tendering Company/ Firm / Agency<br>(Attach Valid certificate of registration) |  |
| 2. | Name of proprietor / Director of<br>Company/Firm/agency                                |  |
| 3. | Full Address of Reg. Office with Telephone<br>No., FAX No. & E-Mail                    |  |
| 4. | Full address of Operating/Branch Office with<br>Telephone No., FAX No. & E-Mail        |  |
| 5. | PAN / GIR/TAN No<br>(Attach Self Attested copy)  |  |
| 6. | Valid Service Tax Registration No.<br>(Attach Self Attested copy)                      |  |
| 7. | Valid E.P.F. Registration No.<br>(Attach Self Attested copy)                           |  |
| 8. | Valid E.S.I. Registration No<br>(Attach Self Attested copy)                            |  |

- 9 Self Attested copy of experience certificate / certificates issued by the competent authority for the satisfactory work carried out in outsourcing Office up keeping & Housekeeping or job of similar nature to Central/State Government/ Public Sector/ Banks during last five years. The summary of that can be tabulated in the given format in chronological order

| SN | Details of client along<br>with address, telephone<br>and FAX numbers | Amount<br>Contract<br>(Rs. lacs) | Experience certificate for the<br>period from and to |    |
|----|---|----------------------------------|--|----|
|    |   |                                  | From   | To |
| 1  |   |                                  |  |    |
| 2  |   |                                  |  |    |
| 3  |   |                                  |  |    |

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

- 10 Additional information, if any (Attach separate sheet, if required)

Signature of authorized person -

Date:

Name: -

Place:

Seal: -

## **SECTION - VII**

### **INSTRUCTIONS FOR ONLINE FILLING OF FINANCIAL BID FORM (BoQ)**

Financial Bid for outsourcing of the **housekeeping services and sweeping and cleaning** (equivalent to unskilled worker) and **Other services for day to day running of office services** (equivalent to semiskilled worker) for TERM Cell Gujarat, DoT.

- The Bidder is required to **only quote the service charge (per manpower per month for Data Entry Operator/ Office Assistant, Office boy/ Helper per manpower and Sweeping and Cleaning) to be claimed by the Bidder.**
- The **bidder is not required to quote the minimum wages.** The minimum wage amount will be decided by the DDG (TERM Gujarat) in reference to the prevailing minimum wages as prescribed by the concerned Labour Commission/Ministry/Department as applicable.
- **Evaluation Formula :**
  - **Total of Service Charge = 4\*a(Service Charge per Data Entry Operator/ Office Assistant per month) + 4\*b(Service Charge per Office boy/ Helper per month) +.5\* c(Services charges for Sweeping and Cleaning per month)**
  - **The bidder with the lowest value of “Total of Service Charges” will be the lowest (L1) bidder.**
- **Bid Price shall be quoted inclusive of applicable taxes, duties, levies etc. except Service tax.**
- The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable.
- The contractor will be required to pay **minimum wages.**

## **SECTION - VIII**

### **PERFORMANCE SECURITY BOND FORM**

Ref:

1. In consideration of Dy. Director General, Telecom Enforcement, Resource & Monitoring Cell, Gujarat having agreed to exempt \_\_\_\_\_ (herein after called the said contractor(s)) from the demand of security deposit money of Rs. \_\_\_\_\_ on production of bank guarantee for Rs. \_\_\_\_\_ for the due fulfilment by the said contractors of the terms and conditions to be contained in an agreement in connection with the contract for supply of unskilled & semiskilled manpower, we, (Name of the Bank) at the request of \_\_\_\_\_ contractor's do hereby undertake to pay the DDG (TERM Gujarat), an amount of not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the DDG (TERM Gujarat) by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement.

2. We (Name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG (TERM Gujarat) stating that the amount claimed is due by way of loss or damages caused to or suffered by the DDG (TERM Gujarat) by reason of breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement.

Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of the DDG (TERM Gujarat) 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 Gujarat) any money so demanded notwithstanding any disputes raised by the contractor (s) / supplier(s) in any suit or proceedings pending before any court or tribunal relating to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under the contractor (s) / supplier (s) shall have no claim against us for making such payment.

4. We (Name of the Bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year and three months from the date herein and further agrees to extend the same from time to time (after fifteen months) so that it shall continue to be enforceable till all the dues of the DDG (TERM Gujarat) \_\_\_\_\_ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG (TERM Gujarat) certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

5. We (Name of the Bank), further agree with DDG (TERM Gujarat) that DDG (TERM Gujarat) shall have the fullest liberty without our consent and without effecting 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 contractor (s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG (TERM Gujarat) against the said contractor (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 contractors or any indulgence by the forbearance, or any omission on the part of the TERM Gujarat or any indulgence by the DDG (TERM Gujarat) to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s) / supplier (s).

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by DDG (TERM Gujarat).

Dated: \_\_\_\_\_ For \_\_\_\_\_ (Name of the Bank)

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

## **SECTION – IX**

### **AGREEMENT**

The agreement made on this..... day of (month) ..... (year)..... between M/S ..... herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the Deputy Director General (Telecom Enforcement, Resource & Monitoring) Cell, Gujarat, **1<sup>st</sup> Floor, P&T Admin Building, Khanpur, Ahmedabad (GUJARAT) – 380001**, herein after referred to as the DoT, of other part.

Whereas the contractor has offered to enter into contract with the said DoT for providing of unskilled & semi skilled manpower in the O/o DDG (TERM Gujarat) on the terms and conditions herein contained and the rates approved by the DDG (TERM Gujarat) At the rates Rs.\_\_\_\_\_ per month inclusive of all taxes, levies, duties and cess etc. for each type of manpower have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

It is hereby agreed and declared by and between the parties to these presents as follows.

1. - The contractor shall, during the period of this contract that is to say from (Date) ..... To (Date)..... or completion of work for Rs. (In words) ..... whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of manpower employed at his own expenses and by means of tools, implements and equipment etc. at his own expense, all other associated works as described in Bid documents, when the DDG (TERM Gujarat) or any other person authorized by the DDG (TERM Gujarat) in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. - The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
3. - The contractor hereby declares that nobody connected with or in the employment of the O/o DDG TERM Gujarat/TERM Ahmedabad and/or O/o CCA, Department of Telecommunications, Gujarat is not/shall not ever be admitted as partner in the contract.
4. - The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the DoT having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present have here into set their respective hands and seals the day, year in..... -

Above written: -

( )

Signature on behalf of DoT

Name:

Designation:

Seal:

Agreement signed in the presence of

Witness 1:

Signature:

Name:

Witness 2:

( ) -

Signature on behalf of Contractor

Name:

Designation:

Seal:

Witness 1:

Signature:

Name:

Witness 2:

Signature:  
Name:

Signature:  
Name:

## **SECTION - X**

### **CHECK LIST**

A. Check list of documents (All documents should be signed, stamped, serially arranged/ indexed and uploaded online at <http://eprocure.gov.in> under Technical Bid)

| <b>Sr. No.</b> | <b>Particulars of Document</b>  | <b>Whether Enclosed (Yes/No)</b> |
|----------------|---|----------------------------------|
| 1              | <b>Bidder's Detail</b> (as per Section VI)  |                                  |
| 2              | Scanned copy of the DD for <b>EMD of Rs. 58,750/-</b>   |                                  |
| 3              | Scanned copy of the DD for <b>Cost of Tender Document of Rs. 500/-</b>  |                                  |
|                | Whether Self Attested copy of valid Registration of the firm is attached?   |                                  |
| 4              | Self attested copy of valid Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable  |                                  |
| 5              | Self Attested copy of latest Income Tax return.   |                                  |
| 6              | Self Attested copy of PAN card.   |                                  |
| 7              | Self attested copy of valid <b>PAN/TAN/GIR card, valid Service Tax Registration, valid EPF Certificate, valid ESI Certificate</b>   |                                  |
| 8              | Self attested copy of <b>experience certificates</b> , work orders etc. establishing experience <b>of at least one year of similar nature of work</b> (within the last 5 years) of providing manpower services to CPSUs, Nationalised Banks, Government Departments (State or Centre) etc |                                  |
| 9              | <b>Declaration/Proforma as prescribed in Section X to Section XV</b>  |                                  |
| 10             | Power of attorney in original, in case tender document is signed by person other than tenderer or tendering firm/ agency/Company .  |                                  |

- I. **Technical Bid – All documents from Sr. No. 1 to 12 (as mentioned in the above checklist) must be signed and stamped by the authorized signatory. They must then be properly indexed, serially scanned and uploaded online under Technical Bid**
- II. **Financial Bid – Financial Bid Form (BoQ) must be downloaded separately from <http://www.eprocure.gov.in>, filled up and uploaded online at <http://www.eprocure.gov.in> under Financial Bid (BoQ)**

**SIGNATURE OF THE BIDDER WITH SEAL**



**SECTION - XI**

**DECLARATION FOR WEBSITE DOWNLOADED & NON TAMPERED TENDER DOCUMENT**

I/We Proprietor/ Partner(s)/Director(s)/Authorized Signatory of M/s -----, hereby declare that I/We have downloaded the Tender Document from the website <http://www.eprocure.gov.in> or [www.dot.gov.in](http://www.dot.gov.in) and I/We have not tampered the tender document issued vide TENDER No: TERM/GUJ/Tender/OU & HK/2017-18 Dated: 02/06/2017,

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

**SIGNATURE OF THE BIDDER WITH SEAL**

**SECTION - XII**

**DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING**

***FROM TAKING PART IN GOVT.TENDER BY DOT/GOVT. DEPT***

**(To be executed on Rs.20/- Stamp paper &attested by Public Notary/Executive Magistrate by the bidder)**

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

**Or**

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

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o DDG (TERM) Gujarat, and EMD/SD shall be forfeited.

In addition to the above, O/o DDG (TERM) Gujarat, will not be responsible to pay the bills for any completed / partially completed work.

**SIGNATURE OF THE BIDDER WITH SEAL**

**SECTION - XIII**

**PRE-RECEIPT FOR REFUND OF EMD**

Received with thanks from O/o DDG TERM Gujarat, a sum of **Rs 58,750/- (Rs Fifty Eight Thousand Seven Fifty only)**, towards refund of Earnest Money Deposit paid in respect of Tender for “**e-Tender for Day to Day Running of Office and House Keeping Services**” for office of DDG TERM Gujarat vide Tender No.: **TERM/GUJ/Tender/OU & HK/2017-18**

**SIGNATURE OF THE BIDDER WITH SEAL**

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

#### **SECTION -XIV**

##### **DECLARATION REGARDING ACCEPTANCE TO TERMS & CONDITIONS OF THE TENDER**

1. I/We, Proprietor/ Partner(s)/Director/authorized signatory of the firm/Company M/s \_\_\_\_\_, is competent to sign this declaration and execute this tender document.
  
2. I have carefully read, understood and accept all the terms and conditions of the tender and undertake to abide by them.
  
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

**SIGNATURE OF THE BIDDER WITH SEAL**

**SECTION - XV**

**PERFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN DEPARTMENT OF  
TELECOMMUNICATIONS, GUJARAT**

**(To be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)**

I ..... S/O Sh.....  
..... R/o.....

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

Signature of the tenderer with seal\*

The near relative (s) means:

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

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

Signature of the tenderer with seal\*

## **SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

### **General:**

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders' (GIB), as given in Section-4 Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

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

### **Instructions:**

#### **1. Tender Bidding Methodology:**

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

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

#### **2. Broad outline of activities from Bidders prospective:**

- a) Procure a Digital Signing Certificate (DSC)
- b) Register on NIC's (National Informatics Centre) Central Public Procurement Portal(CPPP)
- c) Create Users and assign roles on CPPP
- d) View Notice Inviting Tender (NIT) on CPPP
- e) Download Official Copy of Tender Documents from CPPP
- f) Clarification to Tender Documents on CPPP Query to DOT (Optional) View response to queries posted by DOT, as addenda.
- g) Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
- h) Attend Public Online Tender Opening Event (POTOE) on CPPP Opening of Techno-commercial Part.
- i) View Post-TOE Clarification posted by DOT on CPPP (Optional) Respond to DOT's Post-TOE queries.
- j) Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part(Only for Technical Responsive Bidders)
- k) Participate in e-Reverse Auction on CPPP (Not applicable in this Tender).
- l) Submission of offline documents in sealed envelope at O/o DDG TERM Gujarat, 1st Floor, P&T Administrative Building, Khanpur, Ahmedabad -380 001.
- m) - Please ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
- n) - Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

| File name         | Allowed or not allowed in CPPP | Reason for Allowed/Not allowed                |
|-------------------|--------------------------------|---|
| QA Certificate    | Not allowed                    | Space in between words/characters not allowed |
| QA Certificate(1) | Not allowed                    | Special characters not allowed                |
| QA_Certificate    | Allowed                        | Underscore allowed between words /characters  |
| QACertificate     | Allowed                        | Upper & lower cases allowed                   |

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

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

### 3. Digital Certificates:

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

### 4. Registration:

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

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

#### NIC Help Desk No.:

Telephone No. 1800 233 7315

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

#### DOT Contact, for TERM Gujarat:

- i. - Sh. Rajesh Kumar Gupta, Director -  
Telephone/Mobile: 079-25505056 -  
E-mail ID: [dirterm.guj-dot@nic.in](mailto:dirterm.guj-dot@nic.in) -
- ii. - Sh. Ajay Singh Chauhan, ADG -  
Telephone/Mobile: 079-25501015 -  
E-mail ID: [adetterm.guj-dot@nic.in](mailto:adetterm.guj-dot@nic.in) -

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

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

- a) Submission of Bid Security/Earnest Money Deposit (EMD) -
- b) Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets). -
- c) Tender Documents/Addendum/Addenda -

d) Two Envelopes -

- Techno-commercial-Part -
- Financial-Part -

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

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

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

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

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & - demonstrate the contents of bid data downloaded from the e-tender portal in his presence. -

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

**6. Offline Submissions:**

The bidder is requested to submit the following documents offline to **O/o DDG TERM Gujarat, 1st Floor, P&T Administrative Building, Khanpur, Ahmedabad -380 001**, on or before **1700 Hrs on 23.06.2017** in a Sealed Envelope:

- a. DD for EMD in accordance with Clause 5 of NIT.
- b. DD for Cost of Tender Document in accordance with Clause 4 of NIT.

The sealed envelope shall be super scribed as:

**"e-Tender for Day to Day Running of Office and House Keeping Services  
For the O/o DDG (TERM Cell Gujarat), Department of Telecommunications,  
Tender No: TERM/GUJ/Tender/OU & HK/2017-18 dated 02/06/2017  
Do Not Open Before: 1100 Hrs of 27.06.2017"**

**Note: 1.**The Bidder has to upload the Scanned copy of all above mentioned original documents during Online Bid-Submission.

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

As part of the Electronic Encrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities



which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

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

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

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

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

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

## **8. Other Instructions:-**

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

The help information provided through '**CPPP User-Guidance Centre**' is available in three categories –

Users intending to Register/First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

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

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

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

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

**9. Minimum Requirements at Bidders end**

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

**10. PRICE SCHEDULE/BOQ:**

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

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