



सत्यमेव जयते

**GOVT. OF INDIA
MINISTRY OF COMMUNICATIONS
DEPARTMENT OF TELECOMMUNICATIONS**

O/o Sr. Deputy Director General
HP LSA
Telecom Enforcement, Resource & Monitoring Cell
Himachal Pradesh
2nd Floor, TE Building, Boundary Estate, Chhota Shimla – 171002
Ph: 0177-2629700, Fax: 0177-2622599, email: ddgtermhp-dot@nic.in

**E-TENDER DOCUMENT
FOR**

TENDER FOR OUTSOURCING OFFICE UPKEEP AND HOUSEKEEPING SERVICES

for

O/o THE Sr. DEPUTY DIRECTOR GENERAL
HP LSA
TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL
HIMACHAL PRADESH, SHIMLA

Tender No. : 551/HP LSA/E-Tender-OU&HK/2018-19/1

Not transferable

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

Price of Bid Document: Rs. 575/- only

Table of Contents

Section	Title	Page No.
1.	Notice Invitation Tender	3-5
II.	Instructions to Online Bidders	6-9
III.	General Terms and Conditions	10-17
IV.	Tender Specific Terms and Conditions	18-30
VI.	Proforma for Technical Bid	31
VII.	Proforma for Financial Bid	32-33
I	Bid Form	34
II	Letter of authorization to attend bid opening	35
III	Declaration for Non-Tampering of Downloaded Tender Document from website	36
IV	Format of the certificate of no relative clause	37
V	Format for Agreement	38-39
VI	Schedule of Requirements	40
VII	Format for Performance Security Guarantee Bond	41-42
VIII	Checklist	43

GOVERNMENT OF INDIA
DEPARTMENT OF TELECOMMUNICATIONS
O/o THE Sr. DEPUTY DIRECTOR GENERAL
HP LSA
TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL
HIMACHAL PRADESH, SHIMLA
2nd Floor, TE Building, Boundary Estate, Chhota Shimla – 171002

No. : 551/HP LSA/E-Tender-OU & HK/2018-19/1 Dated :28.09.2018

Notice Inviting e-tender

e-tender on behalf of **the president of India**, are invited by O/o **Sr.DDG HP LSA, TERM Cell, Shimlain** Two bid system i.e. Qualifying bid and Financial bid for outsourcing of office and Inspection Quarter upkeep&housekeeping services for the office of Sr. DDG HP LSA, TERM Cell Shimla.

Schedule of Tender		
S No.	Activity Description	Schedule
1	Tender No	<u>551/HP LSA/E-Tender-OU & HK/2018-19/1Dated:28.09.2018</u>
2	Start date of submission of bid online	16.10.2018. The tender document is available only in the E Procurement portal https://eprocure.gov.in/eprocure/app which may be downloaded by using bidder login credentials.
3	Time and last date of submitting bid online	14.11.2018 at 1500 hrs.
4	Time and Date of Opening of qualifying Bid	15.11.2018 at 1530 hrs.
5	Validity of tender offer	90 days from the date of opening
6	Estimated cost of tender	Rs.29, 50, 572/-
7	Amount of EMD to be deposited	Rs73, 764/-
8	Cost of Bid Document	Rs 575/-
9	Likely date for commencement of contract	After Execution of Agreement

The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office.

The requirement of Outsourcing staff shall be as under :-

S.No.	Category of Worker	Person required
1.	Unskilled	7
2.	Semi-Skilled	9
3.	Part time services, Sweeping/Cleaning (Unskilled)	4

- i. The tender documents can be downloaded from the website of <http://eprocure.gov.in> from 16.10.2018 to 14.11.2018 (upto 1.00 PM).**
- ii. The intending and eligible bidders may submit the tenders online at <http://eprocure.gov.in> in two bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. **Tenders are to be submitted online** only using the e-procurement portal <http://eprocure.gov.in>**
- iii. The Bidders who have not enrolled/registered in e-procurement portal should enroll/register before participating through the website <https://eprocure.gov.in>. The portal enrolment is free of cost.**
- iv. Interested bidders may submit their quotation online on <https://eprocure.gov.in> as per the tender document in the website <http://eprocure.gov.in/eprocure/app>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. 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. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever. Any corrigendum/addendum regarding this tender will be available on the above said website only.**
- v. Demand Draft for an amount of **Rs. 575/- (Rupees: Five Hundred and Seventy Five only/-)** (non-refundable) from Nationalized/scheduled bank drawn in favor of **C.A.O, O/o C.C.A. HP Telecom Circle Shimla (H.P.), payable at Shimla**, has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards tender document fee, failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Demand Draft.**
- vi. The applicant has to deposit Earnest Money (EMD) of **Rs. 73, 764/- (Seventy three Thousand seven Hundred and sixty four only/-)** in the form of a Demand Draft from Scheduled / Nationalized Bank drawn in favor of **C.A.O, O/o C.C.A. HP Telecom Circle Shimla (H.P.), payable at****

Shimla and it has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards EMD failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of Demand Draft.

- vii.** The aforesaid DDs towards cost for Tender document and EMD should be submitted to the tender inviting authority i.e., **Sr.DDG HP LSA, TERM Cell Shimla** by post in advance or submitted at the time of opening of bids.
- viii.** The duly filled-in tender documents shall not be accepted if they are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD).
- ix.** The Technical Bids will be opened online on **15.11.2018 at 1530 hrs** by a Tender Opening Committee of this Office. At the first stage the technical bids shall be evaluated by the Tender Evaluation committee (TEC) constituted for the purpose by the office. At the second stage, the Financial Bids of only those bidders who qualify in the technical bid will be opened for which the date and time will be intimated later on. The Tender Evaluation Committee (TEC), after evaluation of the Financial Bids, will give its specific recommendation(s) regarding the lowest responsive bid, which is to be selected along with a comparative statement duly signed by the Members of the TEC.
- x.** This Office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the **Sr.DDG TERM, HP LSA, TERM Cell, Himachal Pradesh, Shimla** in this regard shall be final and binding on all.
- xi.** The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid

-Sd-

Director (Admin) HP LSA,

DoT, Shimla - 171002

Ph: 0177-2621999

Fax: 0177-2622599

SECTION - II

INSTRUCTIONS FOR ONLINE BIDDERS

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

- 1** Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2** Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- 3** Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4** Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- 5** The DSC that is registered with the portal only should be used by the bidder and should ensure safety of the same.
- 6** Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
- 7** After downloading /getting the tender document/ Annexures/ Appendices, the Bidders should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8** If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published, if any, before submitting the bids online.

- 9** Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.
- 10** Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11** From my tender folder, he/she selects the tender to view all the details indicated.
- 12** It is construed that the bidder has read and agreed all the terms and conditions before submitting their offer. Bidder should go through the tender Annexure and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- 13** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded, through online for the tenders, should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- 14** Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
- 15** The Bidders can update, well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16** Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.

- 17 While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18 The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 19 The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21 The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- 22 If the price bid format is provided in a spread sheet file like **BoQ_xxxx.xls**, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified /replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23 The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24 After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid

opening etc., in the E tender system. The bidders should follow this time during bid submission.

- 26** All the data entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27** Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28** The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29** The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30** Filling all the fields in both qualifying and financial bids is mandatory. Incomplete bid will summarily be rejected at the discretion of the Department.
- 31** All the communications from this office to the bidders regarding every stage of tender processing activity will be sent through email registered in CPP by the bidder. Therefore the bidders are requested to regularly check their email.
- 32** For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send an email to -cppp-nic@nic.in.

SECTION - III

GENERAL TERMS AND CONDITIONS

- 1. Parties:** - The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Government of India through the Sr. DDG HP LSA, DoT, SHIMLA (H.P.) for and on behalf of the President of India.
- 2. Addresses:** - For all purposes of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post to the HP LSA, DoT, SHIMLA HP. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 3. Earnest Money Deposit (EMD):**
 - a)** Earnest Money of Rs.73, 764/- (**Seventy three Thousand seven Hundred and sixty four only/-**) shall be paid by Demand draft, drawn on any Nationalized or Scheduled Bank in favour of CAO (Cash), O/o CCA HP Shimla-171009, payable at Shimla as mentioned in the notice inviting e-tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
 - b)** The Earnest Money of the 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.
 - c)** Request for transfer of any previous deposits such as previous earnest money or security deposit or payment of any pending bill for transfer towards earnest money shall not be entertained.
 - d)** Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited.
 - e)** The tenders without Earnest Money Deposit will be summarily rejected.
 - f)** No claim shall lie against the Government/ Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 4. Period of validity of Bid:** Bid shall be valid for 90 days after the date of opening of bids.

5. Period of Contract/Duration: The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office

6. Preparation and Submission of Tender :

The tenders have been invited under two bid systems i.e. Qualifying Bid and Financial Bid.

The necessary documents should be uploaded in the <https://eprocure.gov.in/> portal as per the guidelines mentioned in the portal.

Below are the documents to be up loaded by bidder at the time of submitting bid online.

Cover-1: Qualifying bid (The list of the documents to be uploaded)

- i.** Bid Form (As in Annexure I) and Declarations/Letters as in Annexure-II to V;
- ii.** Self-Attested copy of Registration of firm/company.
- iii.** Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for one year or more during the last five years (if applicable).
- iv.** Self-Attested copy of PAN card of firm/company/individual.
- v.** Self-Attested Copy of the IT return filed for the last financial year.
- vi.** Self-Attested Copy of GST registration certificate.
- vii.** Self-Attested copy of E.P.F. Registration No.
- viii.** Self-Attested Copy of E.S.I. Registration No.
- ix.** Copy of DD of EMD as stipulated vide clause 3 of section-III above.
- x.** Copy of DD for the cost of bid document.

All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to be produced for verification, failing which such documents shall be rejected.

Cover-2: Financial bid

The quotation should be filled in the financial bid document downloaded from CPPportal (BOQ.xls sheet) and the same should be to be uploaded.

7. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as

- a. A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
- b. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

Note :

1. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.
2. In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.
3. A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Sr. DDG HP LSA, TERM Cell SHIMLA, HP may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
4. All the pages of tender should be serial numbered, signed by the bidder and affix his firm's stamp at each page of the tender document and all its Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract . NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

8. Technical/Qualifying Bid:

- a) The Technical bid should be submitted online in cover-1 mentioned above.
- b) All documents asked must be uploaded as part of Technical/Qualifying bid.

9. Financial Bid:

- a) The Financial Bid should be submitted online in cover-2 mentioned above. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder by e-mail registered by them in CPP. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.
- b) The rates quoted shall be firm and final for the entire period of contract.
- c) Terms of payment as stated in the Tender Document shall be final.
- d) At the time of payment of bills, the income tax and other taxes, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

10. Opening of Tender:

The bidder is at liberty either to be present himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder as per the format at Annexure-III and proof of identification. Also, the tender shall be opened at O/o Sr. DDG HP LSA, TERM, Shimla (HP)-171002.

11. Criteria for Evaluation of Tenders:

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Cover-1 and then on the basis of Financial information furnished in form given in Cover-II. The Financial bid of such firms found short listed based on technical parameters (as per Cover-I) will be opened on the date, time and venue to be announced after evaluation of the Technical Bid. It must be kept in view that no decision will be given by the Tender Evaluation Committee or any inference drawn during the meeting of this Committee by the tenderers or their representatives will be their own view and the Department will not be responsible and abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to terms and conditions of tender.

- a) Bid shall be evaluated to determine whether it is complete, whether documents have been properly signed and are generally in order.
- b) TOC/TEC will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without

- material deviation. A bid determined as substantially non-responsive may be rejected.
- c) TOC/TEC shall evaluate and compare the substantially responsive bids and comparison of bids shall be on the rate quoted (inclusive all levies and taxes) as indicated in the rate schedule of the bid document.
 - d) Financial Bids shall be evaluated based on the evaluation criteriaas laid down in the Bid document.

The successful bidder is required to submit tender document, duly signed on all pages for having read, understood and accepted all the terms & conditions associated with the bid and the resultant contractual obligations.

12. Right of Acceptance:

- a) The Sr. DDG HP LSA, TERM Cell SHIMLA,HP reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Sr. DDG HP LSA, TERM Cell SHIMLA, HPin this regard is final and binding.
- b) Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's quotation.

13. Communication of Acceptance :

Successful Bidder will be informed of the acceptance of his tender through email by CPP (Central Procurement Portal).

14. Security Deposit:

- a) The successful tenderer will have to deposit a performance security (security deposit) for an amount of 10% (Ten percent) of the value of the contract in the form of a Bank Guarantee forthe validity period of 15 months. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.
- b) The Security Deposit can be forfeited, wholly or partly, by order of the competent authority in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be

considered by the Department of Telecom sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

- c) A letter of intent will be issued to the successful bidder/bidders. Successful bidder shall have to submit a performance security bond within 14 (fourteen) days from the issue of the letter of intent, from scheduled bank as per the format given in Annexure-II.
- d) The final work order will be issued only after the production of the performance security bond and EMD of successful bidder shall be refunded within a week of the receipt of the performance security bond.

15. Penalties :

- a) 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.
- b) If the work is not performed by any or all the manpower, Unskilled/Semi Skilled 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. 250/- per working day will be imposed.
- c) The accountability and responsibility for proper upkeep of data will be with the contractor.
- d) If any of the information furnished by the contractor is found to be incorrect, the contract is likely to be terminated.

16. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing from the competent authority, which the authority will be at liberty to refuse if he thinks fit.

17. Terms of payment:

- a) No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- b) The contractor shall submit the monthly bill in the first week of following month in respect of previous month (in case of

- monthly payments) for sanction of the amount of bill and passing the bill for payment.
- c) All payments shall be made by RTGS/NEFT using PFMS.
 - d) The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.
 - e) The term “payment” mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
 - f) Wherever applicable all payments will be made as per rate schedule of payments stated in Section-VI of the submitted Commercial bid of the successful bidder.

18. Termination of Contract:

Competent authority, without prejudice to any other remedy, for breach of contract, may terminate the contract in whole or in parts.

- a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by competent authority.
- b) If the contractor fails to perform any other obligation (s) under the General & special conditions of the contract and all clauses of this tender which are integral part of this tender.
- c) Competent authority may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.
- d) Termination for Insolvency: The competent authority may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the TERM Cell HP.

19. Agreement:

The successful bidder will have to enter an agreement initially for a period of one year, further extendable subject to clause 5 of section-III. Cost of execution of agreement shall be borne by the contractor. The draft format of the agreement is at Annexure-I. Final format of agreement shall be issued by TERM Cell Shimla,HP, at the time of the signing of the agreement with the successful bidder, and that final format shall be binding on the successful bidder. Final work order shall be issued only after execution of the agreement by the successful contractor. Apart from other things, all

clauses of this tender document shall form the integral part of the agreement.

20. Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration Sr.DDG (TERM), Shimla,HP-171002., Department of Telecommunication, Ministry of Communication & IT, Govt. of India. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings shall take place at Shimla,HP and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

21. Set Off:

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

22. Force Majeure:

If 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, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, 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.

SECTION – IV

(TENDER SPECIFIC TERMS & CONDITIONS)

SPECIFICATION

1. JOB DESCRIPTION:-

This office has initial requirement for seven (07) unskilled, Nine (09) Semi skilled & four (04) part time services (unskilled) manpower. The unskilled manpower should be able to read & write Hindi and also be able to read addresses & names in English. The nature of services shall include carrying out all the functions generally performed in this office by Attendants/Messengers including but not limited to the work in the Dak section, Dispatch of the Dak at post office, Delivery of the letters to other offices and any other duty assigned to him/her. The Semi-skilled manpower should be at least intermediate pass from a recognized institution. He should have sufficient knowledge of computer operation and should be able to handle the data. The nature of services shall include carrying out all the functions generally performed in this office by computer operators, data entry operators including but not limited to the work of maintenance of office record and any other duty assigned to him/her.

a) Housekeeping (UnSkilled)

- i. Regular cleaning, dusting of furniture, etc. so as to maintain general cleanliness and hygiene in office and movement of files.
- ii. Making arrangements for tea, coffee, water etc. during the meetings and routinely to the officers of TERM Cell and other official visitors/representatives.
- iii. Photocopy, distribution of office Dak& files of general nature among the officers.
- iv. Any other job assigned from time to time.

b) Semi Skilled

- i. Photocopying, computer data entry and making sets of reports and other general office documents.
- ii. Dispatch and delivery of official letters by messenger, ordinary post and registered post.
- iii. Distribution of office dak& files of general nature among the officers.
- iv. Scanning the documents, computer data entry, preparing of reports and other general Office documentations.
- v. Typing the official letters and other documents.

- vi. Handling existing data and editing current information.
- vii. Proof reading new entries into a database etc.
- viii. Keeping the office record updated.
- ix. Taking backup of data at regular intervals and storage of data.
- x. Any other job assigned from time to time.

c) Part time Services, sweeping/cleaning (Un-Skilled):

- i. Sweeping/cleaning of office including toilets and bathrooms kitchen, window pan glass & webs on walls /ceilings etc. of Sr.DDG TERM & Inspection quarter at new Shimla.

2. DEFINITIONS

- a) The CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between DoT and the CONTRACTOR together with the documents referred to therein including TENDER NOTICE, GENERAL INSTRUCTIONS, GENERAL CONDITIONS, CONDITIONS OF CONTRACT, ADDITIONAL CONDITIONS, TENDER SCHEDULE, instructions issued from time to time by the Competent Telecom Authority and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
- b) In the CONTRACT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them :

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

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

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

the relevant item of work or part thereof and shall not constitute extra work.

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

The "DoT" means the Department of Telecommunications.

3. INTERPRETATION OF THE CONTRACT DOCUMENT

The Competent Telecom Authority and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

4. TAXES AND DUTIES

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

5. NOTIFICATION BY CONTRACTOR

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

6. QUALITY OF WORK

The Sr. DDG HP LSA, TERM Cell H.P. 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.

7. GUARANTEE

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

8. INSURANCE

Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution. The Contractor shall also take out workmen's compensation insurance as required by law and undertaken to indemnify and keep indemnified the DoT from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Department may suffer or incur with respect to and/or incidental to same. The Contractor shall have to furnish originals and/or attested copies as required by the Competent Telecom Authority of the policies of insurance taken within seven days of being called upon to do so together with all premium receipts and other papers related thereto which the Competent Telecom Authority may require.

9. INDEMNITIES

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.

Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, Competent Telecom Authority shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with DoT. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to Competent Telecom Authority on demand the balance remaining due.

10. INSOLVENCY OR DEATH OF CONTRACTOR

In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified Sr.DDG (TERM) Cell HP LSA shall have the power to terminate the contract without previous notice.

- 11.** Contractor's heirs/representatives shall, without the consent in writing of the Sr. DDG, TERM CellHP LSA have no right to continue to perform the duties or engagements of the

Contractor or under the contract in case of his death. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the

Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the Sr. DDG TERM Cell, HP LSA, in writing.

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

13. **SUB-CONTRACTS**

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

14. Sr. DDG, TERM Cell HP LSA, reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to the DoT in terms hereof and for the due fulfilment of the contracted works.

15. 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.

16. If contractor without written approval of Competent Telecom Authority, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, the Sr. DDG (TERM) Cell, HP LSA shall have power to adopt any of the courses specified in clause- (30); clause- (31) as he may deem fit in the interest of DoT and in the event of any of these courses being adopted the consequences specified in the said clause-(30); clause- (31) shall ensue.

17. Where the Contractor is a partnership firm, the previous approval in writing of the Sr. DDG (TERM) Cell, HP LSA shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such

approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of clause-(19) hereof and the same action may be taken, and the same consequence shall ensue as provided in the said clause-(19).

18. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION

Obtaining license before commencement of work:

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 Rules1971 before commencement of the work. The contractor shall also abide by the provisions of the Child labour (prohibition and regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

19. CONTRACTORSLABOUR REGULATIONS:

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 (45 hours in case of 5 Days week) in any week he shall be paid over time for the extra hours put in by him. The rate will be determined consider per day rate& per day working hours i.e, 9hrs.
- 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.

20. 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 to every manpower shall be paid to him direct or the other person authorized by him in this behalf.
- g) All wages shall be paid in current coin or currency or in both.
- h) 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.
- i) 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 or through bank by direct transfer to the concerned bankaccount of the workmen.

- j)** Contractor shall ensure payment of EPF(13.61 %) / ESI(4.75 %) to the man power deputed under this contract.
- k)** Each claim bill of the contractor must accompany details of labourers/employees engaged, duration of their engagement/wage register /amount of wages paid/amount of EPF(13.61 %)/ESI(4.75 %) 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.

21. 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 Register of daily work done by the Data entry operator.
- d)** 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.
- e)** The manpower/Data Entry Operator deployed by the contractor for providing the services to do specified work will have no claim whatsoever for absorption in DoT later on.
- f)** 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.
- g)** The contractor shall maintain a Register of deductions for damage or loss in from XX of the CL(R & A) Rules 1971.

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

22. 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.

23. COMPLIANCE WITH LAWS AND REGULATION

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

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

24. BREACH OF CONTRACT

The breach of contract is the failure or refusal to perform it. Any breach

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

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

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

26. When the Contractor has made himself liable for action under clause- (31), the Sr. DDG (TERM) Cell, HP LSA on behalf of the DoT shall have powers:

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

To employ labour paid by the DoT and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Sr. DDG (TERM) Cell, HP LSA shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it has been carried out by the Contractor under the terms of the Contract. The certificate of the Competent Telecom Authority as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under the sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the DoT are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor. After giving notice to the Contractor to measure up the work of the Contract and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Competent Telecom Authority shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by DoT under this contract or on any other account whatsoever or from his security deposit as the case may be.

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

the value so certified.

In any case in which any of the powers conferred upon the Sr. DDG (TERM) Cell, HP LSA, 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.

27. Payment terms:

Payment will be made by way of RTGS/NEFT/IMPS using PFMS against the submission of monthly bills (in triplicate) duly signed by the designated user(s). Bill shall be prepared as per clause 6 below. The monthly bill shall be paid only after tax deduction at source (TDS) as applicable from time to time.

28. The quantities indicated in tender may vary by **+/- 25%** .

29. That the contractor shall particularly abide by the provisions of the Minimum Wages Act, 1948 with rules 1950 framed there-under, as amended from time to time. The contractor may pay monthly wages to his workers at the rate of minimum wages fixed by **Ministry of Labour & Employment O/o Chief labour Commissioner (C), New Delhi**. If the minimum wages are revised by **Ministry of Labour & Employment** within the currency of contract, then such revised minimum wages shall be applicable for payment.

30. Tenderer/Bidder must have office in Himachal Pradesh State. The bidder should submit the address, Telephone details of the office along with Tender document.

SECTION-V

Proforma for TECHNICAL BID

GENERAL

1. Name of Tendering Company/ Firm / Agency/Individual : _____
2. Nature of the concern : _____ (i.e. Sole proprietor or partnership firm or a company under Company Act 1956)
3. Full Address of Office of the Company/ Firm / Agency/Individual:

- a. Telephone/Mobile No:
- b. FAX No (if any):
- c. E-Mail Address :
4. PAN / GIR No. of the Company/ Firm / Agency/Individual
_____ (Attach attested copy)
5. Photocopy of income tax returns for latest year:_____ (Attach attested copy)
6. GST Registration No. : _____ (Attach attested copy).
7. Service Tax paid during F.Y 2015-16 and 2016-17 _____.
8. The Company / Firm / Agency should have at least one year of experience in providing services of Manpower to Central/State Govt. organization / PSUs etc. (Attach the attested or original copies of relevant experience documents) Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for one year or more during the last five years (if applicable).
9. Self-Attested copy of E.P.F. Registration No.
10. Self-Attested Copy of E.S.I. Registration No.
11. Details of Earnest Money of Rs. /= D.D. No. Date _____ Drawn on Bank _____ in favor of "**CAO (cash) O/o CCA, HP, Shimla-171009**".
12. Whether each page of tender and its annexure have been signed and stamped: _____.(Yes/No)
13. Bidder's bank, its address and Bank account no:

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

Place :

Signature of Bidder/Authorized Signatory

with seal of the firm

Date:

Name of the Bidder_____

SECTION-VI

FINANCIAL BID

- i. The Tenderer shall be required to download BOQ sheet from cover-2 of this tender from CPP portal and quote only service charges in figures for the item no 1.01 to 1.04 which are highlighted in light blue color and the same is to be uploaded.
- ii. **Conditional bid shall not be considered and will be rejected outright.**
- iii. L-1 Bidder will be decided based on Administrative charges quoted for per person per day.
- iv. Rate for each item needs to be filled in column (4). Leaving blank for any item is **NOT** permitted in the financial bid form, in such cases the bid will be treated as non-responsive and will be summarily rejected.

The BOQ format is given below:

Tender Inviting Authority: Sr.DDG TERM Cell,HP LSA, Himachal Pradesh, Shimla	
Name of Work: Tender for Outsourcing, Office Upkeep and Housekeeping Services	
Contract No: 551/TERM-HP/E-Tender-OU & HK/2018-19/1	
Name of the Bidder/ Bidding Firm / Company :	To be filled only in softcopy of BOQ xls sheet
PRICE SCHEDULE	
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)	

Sl. No.	Item Description	Person required	Basic Rate in figures to be entered by the bidder for per person per day In INR		ESI @ 4.75%* per person per day in INR		EPF @ 13.15%* Per Person per day in INR		GST as Applicable per person per day in INR		Administrative Charge i.e profit of tenderer per person per day in INR		Total Amount with Taxes In		Total Amount in Words In	
			Rs.	P	Rs.	P	Rs.	P	Rs.	P	Rs.	P	Rs.	P	Rs.	P
1	2	3	4		5		6		7		8		9		10	
1.1	Un-skilled	7	To be filled only in softcopy of BOQ xls sheet		To be filled only in softcopy of BOQ xls sheet		To be filled only in softcopy of BOQ xls sheet		To be filled only in softcopy of BOQ xls sheet		To be filled only in softcopy of BOQ xls sheet		0.00		INR Zero Only	
1.2	Semi-Skilled	9	To be filled only in softcopy of BOQ xls sheet		To be filled only in softcopy of BOQ xls sheet		To be filled only in softcopy of BOQ xls sheet		To be filled only in softcopy of BOQ xls sheet		To be filled only in softcopy of BOQ xls sheet		0.00		INR Zero Only	
1.3	Part time Services, sweeping/cleaning (Un-Skilled)	4	To be filled only in softcopy of BOQ xls sheet		To be filled only in softcopy of BOQ xls sheet		To be filled only in softcopy of BOQ xls sheet		To be filled only in softcopy of BOQ xls sheet		To be filled only in softcopy of BOQ xls sheet		0.00		INR Zero Only	
Total In Figures													0.00			
Total Quoted Rates in Words																

Note: Wages not less than minimum wages per day per person as prescribed by Ministry of Labour & Employment O/o Chief labour Commissioner (C), New Delhi.

[Signature]

Date:

Place:

Seal of the bidder

BID FORM

Dated: __//2018

To

**The Sr.DDG (TERM) Cell, DoT,HP LSA
Shimla (H.P.)-171002**

Tender No:551/HP LSA/E-Tender-OU & HK/2018-19/1 Dated: 28.09.2018

Sir,

1. Having read the terms & conditions of the above-mentioned tender and services to be provided, we undersigned, offer to provide Manpower in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith in separate sealed cover and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the bank guarantees from a Scheduled Bank for a sum as mentioned in this tender document for due performance of the Contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent alteration and/or replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. Sr.DDG (TERM) H.P. LSA reserves the right to cancel the tender without assigning any reason.
9. Sr. DDG (TERM) H.P. LSA reserves the right to reject any or all tenders without assigning any reasons whatsoever.

Dated this day of 2018.

Signature of _____

In capacity of _____

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

Signature _____

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on _____ or before date of bid opening)

To

*The Sr. DDG
Telecom Enforcement Resource & Monitoring Cell,
Department of Telecommunications, HP LSA
T.E. Bldg. Boundary Estate Chhota Shimla, HP.*

**Subject : Authorization for attending bid opening on _____
(date) in the Tender no: _____ dated: _____.**

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

Name :

Specimen Signature of the authorized person:

Signature and date with Seal of bidder

Or

Officer authorized to sign the bid Documents on behalf of the bidder

Note:

- 1 Maximum of one representative will be permitted to attend bid opening.
- 2 Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

DECLARATION

**FOR NON-TAMEPRING OF DOWNLOADED TENDER DOCUMENT FROM
WEBSITE (<https://eprocure.gov.in>)**

“I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website <https://eprocure.gov.in> and no addition / deletion / correction has been made in the downloaded document. I also declare that I have enclosed a DD for Rs.....towards the cost of tender document along with the EMD.

Place: Signature of tenderer

/Authorized Signatory

Date:

Name of the Tenderer

Seal of the Tenderer

DECLARATION

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

I.....s/o..... r/o..... hereby certify that none of my relative(s) as defined in the tender document no:dated: is/are employed in Department of Telecommunication, Govt. of India, as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, TERM Cell, DoT, HP LSA Shimla shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed _____

Name (in Block Letters) _____

Position _____

Date _____

Seal of the bidder

1 The near relatives for this purpose are defined as:

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

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 Sr.Deputy Director General (Telecom Enforcement, Resource & Monitoring) Cell, HP LSA, T.E. Bldg. Boundary Estate Chhota Shimla (H.P.) – 171002, 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 office upkeep and housekeeping services- equivalent to seven unskilled manpower, four Part time services (Unskilled) and the services of six Semiskilled workload per day in the O/o Sr. DDG (TERM) Cell,HP LSA, Shimla on the terms and conditions herein contained and the rates approved by the Sr. DDG (TERM) Cell, HP LSA (At the rates Rs. ----- per month inclusive of all taxes, levies, duties and cess etc. for each type of manpower & the services of each Data Entry Operator) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

Now these presents witness, 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 contact 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, Unskilled&Semiskilled employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his Semi skilled at his own expense, all other associated works as described in Bid documents, when the Sr. DDG (TERM) HP LSA or any other person authorized by the Sr. DDG (TERM) Cell, HP LSA 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 shall also supply the requisite number of manpower & Data Entry Operator with means & materials as wee as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.

4. The contractor hereby declares that nobody connected with or in the employment of the O/o Sr. DDG (TERM) Cell, HP LSA and/or O/o CCA Department of Telecommunications H.P.is not/shall not ever be admitted as partner in the contract.

5. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the DoT having bearing on execution of work and payments of work to be done under the contract.

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

Above written:

<p>() (Signature on behalf of DoT)</p> <p>Name:</p> <p>Designation:</p> <p>Seal:</p>	<p>() (Signature on behalf of Contractor)</p> <p>Name:</p> <p>Designation:</p> <p>Seal:</p>
--	---

Agreement signed in the presence of

<p>Witness 1:</p> <p>Signature:</p> <p>Name:</p>	<p>Witness 1:</p> <p>Signature:</p> <p>Name:</p>
<p>Witness 2:</p> <p>Signature:</p> <p>Name:</p>	<p>Witness 2:</p> <p>Signature:</p> <p>Name:</p>

SCHEDULE OF REQUIREMENTS:

Sr. No.	Type	Number	Work
1	Unskilled(Housekeeping)	Seven	<p>Regular cleaning, dusting of furniture etc. so as to maintain general cleanliness and hygiene in office and movement of files etc. Making arrangements for tea, coffee, water etc.</p> <p>Photocopy distribution of office Dak& files of general nature among the officers. Any other job assigned from time to time.</p>
2	Semi-Skilled	Nine	<p>Photocopying, computer data entry, making sets of reports and other general office documents.</p> <p>Dispatch and delivery of official letters by messenger, ordinary post and registered post.</p> <p>Distribution of office dak& files of general nature among the officers.</p> <p>Scanning the documents, computer data entry preparing of reports and other general office documents.</p> <p>Typing the official letters and other documents.</p> <p>Handling existing data and editing current information.</p> <p>Proof of reading new entries into a database etc.</p> <p>Keeping the office record updated.</p> <p>Taking backup of Data at regular intervals & storage of Data.</p> <p>Any other job assigned from time to time.</p>
3	Part time Services, sweeping/cleaning (Unskilled)	Four	Sweeping/cleaning of office including toilets and bathrooms kitchen window pan glass & webs on walls /ceilings etc. of Sr. DDG TERM, CMS & Inspection quarter at new Shimla.

(Note: Service shall be from 0900 to 1800 hrs on Monday to Friday, with a lunch break of half an hour except Inspection Quarter). The contractor may be called upon for the services on Saturday, Sunday and/or Gazetted holidays also, if required, without any extra charge, except sl. no. 3, i.e. part time services). No other emoluments shall be entitled to except the actual bus fare for services outside office premises)

PERFORMANCE SECURITY GUARANTEE BOND

1. 1. In consideration of Sr. Deputy Director General (TERM) Cell, HP LSA , DoT(hereinafter called Sr. DDG (TERM) Cell HP LSA) having agreed to exempt _____ (Hereinafter called the said approved tenderer(s) from the demand of security deposit/Bid Security of Rs._____ on production of Bank Guarantee for Rs. _____ for the due fulfillment by the said approved tenderer of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as “the bank”) at the request of _____ approved tender’s do hereby undertake to pay to CAO O/o CCA H.P., an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the Sr. DDG (TERM) Cell HP LSA, by reason of any breach by the said tender’s of any terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Sr. DDG (TERM) Cell, HP LSA stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Sr. DDG (TERM) Cell, HP LSA, reason of breach by the said approved tender’s of any of the terms & conditions contained in the said agreement or by reason of the approved tenderers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Sr. DDG (TERM) Cell, HP LSA, in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the CAO O/o CCA H.P, any money so demanded notwithstanding any disputes raised by the approved tenderer(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the approved tenderer(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of 15 months from date herein. Notwithstanding the

aforesaid, this bank Guarantee shall be for a sum of not exceeding Rs. and for a period of 15 months from the date of issue i.e. We are liable to pay the guaranteed amount or part thereof under this bank guarantee if we are served upon written claim or demand on or beforeand thereafter bank will not be liable for any claim or demand whatsoever.

5. We (name of the bank) _____ further agree with the Sr. DDG (TERM) Cell HP LSA that the Sr. DDG (TERM) Cell HP LSA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said approved tenderer(s) from time to time or to postpone for any time to time any of the powers exercisable by the Sr. DDG (TERM) Cell, HP LSA, against the said approved tenderer(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said approved tenderer(s) or for any forbearance, and or any omission on the part of Sr. DDG (TERM) Cell, HP LSA, or any indulgence by the Sr. DDG (TERM) Cell, HP LSA, to the said approved tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the approved tenderer(s).
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the Sr. DDG (TERM) Cell, HP LSA.

Dated: _____

For _____

(Indicating the name of the Bank)

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

Tender Checklist Sheet for Bidders

S No.	Documents				Upload Status
1	Cost of Tender documents*	DD No.	Amt.	Date	
2	EMD *	DD No.	Amt.	Date	
3	Bid Form (Annexure-I) filled and uploaded				
4	Letter of authorization for attending tender opening (Annexure-II) filled and uploaded.				
5	Declaration on non-tampering of downloaded tender document (Annexure-III) filled and uploaded.				
6	Declaration on no-near relative (Annexure-IV) filled and uploaded				
7	Self-Attested copy of Firm/company registration document.				
8	Self-Attested copy of PAN card of firm/company/individual				
9	Self-Attested copy of GST tax certificate of firm/company				
10	Self-Attested copy Latest income tax return of firm/company				
11	Self-Attested copy of E.P.F. Registration No.				
	Self-Attested Copy of E.S.I. Registration No.				
12	The Company / Firm / Agency should have at least one year of experience in providing services of Manpower to Central/State Govt. organization / PSUs etc. (Attach the attested or original copies of relevant experience documents) Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for one year or more during the last five years (if applicable).				
15	Financial bid document (BOQ xls sheet) filled and uploaded				

*Scanned copy of DD has to be uploaded.

← END OF THE TENDER DOCUMENT →