

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS
O/o DEPUTY DIRECTOR GENERAL
TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL, HYDERABAD

BID DOCUMENT
LIMITED TENDER FOR OUTSOURCING OF 'OFFICE UPKEEP, HOUSE KEEPING
SERVICES AND DATA ENTRY OPERATORS 'FOR USE IN O/o DEPUTY DIRECTOR
GENERAL
TELECOM ENFORCEMENT, RESOURCE & MONITORING CELL, HYDERABAD

No. TERM/HYD/HK and DEO/2011/001

Date : 23-03-2011

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

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भारत सरकार Govt. of India
संचार एवं सूचना प्रौद्योगिकी मंत्रालय Ministry of Communications and I.T.
दूरसंचार विभाग Department of Telecommunications
उप महानिदेशक टीईआरएम सेल, हैदराबाद का कार्यालय % the Dy. Director General(TERM CELL) Hyderabad
दूसरा तल, कवाडीगुडा टेलीफोन केंद्र, भोलकपुर, हैदराबाद-80
II Floor, Kavadiguda Telephone Exchange, Bholakpur, Hyderabad-80

TENDER NOTICE

Wax / tape sealed Tenders are invited from the O/o Dy. Director General(TERM CELL) Hyderabad for outsourcing of 'OFFICE UPKEEP, HOUSE KEEPING SERVICES AND DATA ENTRY OPERATORS ' from registered Agencies who can undertaking the job of providing Office upkeep, House Keeping Services and Data Entry Operators.

Sl. No.	Activity Description	Time Schedule
1	Tender No.	No. TERM/HYD/HK and DEO/2011/001, Date : 23-03-2011
2	Time and last date of issue of Bid Document	Between 10.00 Hrs and 17.00 Hrs on all working days from 01-04-2011 to 25-04-2011
3	Time and last date of depositing tender/Bid	13.00 Hrs of 26-04-2011
4	Time and date of Opening of Tender/Bid	14.30 Hrs of 26-04-2011
5	Minimum validity of tender offer	90 days from the date of Opening
6	Services to be offered	Outsourcing of 'OFFICE UPKEEP, HOUSE KEEPING SERVICES AND DATA ENTRY OPERATORS '
7	Performance Security	5% of the tendered value
8	Duration of contract	Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order except for data entry operators. However contract may be extended for further period up to one year if agreed mutually by the contractor and Dy. Director General (TERM), Hyderabad on the same rate, terms and conditions. Contract shall be valid for a period of six months from date of issue of work order for data entry operators and extendable up to 2 years on variable time spells with same rate, terms and conditions.

Intending eligible bidders may obtain Bid Document from SDE (Admn), O/o DDG(TERM), 2nd Floor, Kavadiguda Tel Exge Bldg., Bholakpur, Hyderabad free of cost on any working day (i.e., Monday to Friday from 1000 Hrs. to 1700 Hrs) from 01-04-2011 to 25-04-2011 . Tender documents downloaded from the DOT web site- www.dot.gov.in are also acceptable.


23/03/2011

SDE (Admn)
O/o DDG(TERM), Hyderabad – 500 080
Ph. No. 040-27537733, Fax No. 040-27543322

भारत सरकार Govt. of India
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उप महानिदेशक टीईआरएम सेल, हैदराबाद का कार्यालय % the Dy. Director General(TERM CELL) Hyderabad
दूसरा तल, कवाडीगुडा टेलीफोन केंद्र, भोलकपुर, हैदराबाद-80
II Floor, Kavadiguda Telephone Exchange, Bholakpur, Hyderabad-80

No. TERM/HYD/HK and DEO/2011/001

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SECTION I

NOTICE INVITING TENDER

On behalf of the President of India, sealed tenders are invited for outsourcing of 'OFFICE UPKEEP, HOUSE KEEPING SERVICES AND DATA ENTRY OPERATORS' of the office of Dy. Director General, TERM, Hyderabad.

Sealed Tenders are invited up to 13.00 hours on 26-04-2011 from registered Agencies who have registration with labour department as on the date of submission of this bid for providing Office upkeep, House Keeping Services and Data Entry Operators.

The terms and conditions are enclosed.


23/03/2011

SDE (Admn)
O/o DDG(TERM), Hyderabad – 500 080
Ph. No. 040-27537733, Fax No. 040-27543322

SECTION II

INSTRUCTIONS TO BIDDERS

SERVICES TO BE PROVIDED

1. **Service to be provided:** are given in Section VI

2. **Eligible Bidders**

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

3. **Cost of Bidding**

Bid forms can be obtained from SDE (Admn), O/o DDG(TERM), 2nd Floor, Kavadiguda Tel Exge Bldg., Bholakpur, Hyderabad free of cost on any working day (i.e., Monday to Friday from 1000 Hrs. to 1700 Hrs) from 01-04-2011 to 25-04-2011. Tender documents downloaded from the DOT web site 'www.dot.gov.in' are also acceptable. The bidder shall bear all costs associated with the preparation and submission of the bid. The Dy. Director General (TERM), DoT in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

4. **Bid Document**

4.1 Bid document includes

- a. Instructions to bidders
- b. General Condition (Commercial) of contract
- c. Special conditions of contract
- d. Schedule of requirement and Price schedule
- e. Services to be provided
- f. Bid form
- g. Bid security form
- h. Performance Security Bond Form
- i. Letter of authorization to attend bid opening
- j. Certificate on Non-participation of near relatives in the tender.
- l. Declaration

4.2 The bidder is required to examine all instructions, forms, terms and specifications in the Bid documents. Failure to furnish all or any of the information required as per Bid document or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.

4.3 A prospective bidder requiring any clarification on the Bid documents shall notify in writing. The DDG (TERM), Hyderabad shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of the Tender.

5. Documents required to be submitted for establishing Bidders Eligibility and Qualifications.

- I. The Bidder shall furnish the particulars of past performance with supporting documents if any.
- II. Partnership Deed or proprietorship deed or Article/Memorandum of Association as the case may be with the latest Annual Account in form C6.
- III. The registration certificate with ESI and PF commissioner.
- IV. The latest license from the Labour Commissioner for operating this type of services.
- V. Latest Income Tax Clearance Certificate (ITCC)
- VI. Copy of PAN card of the organization.
- VII. Copy of Service Tax Registration Certificate.
- VIII. All or any other certificates required as per labour laws.

6. **Amendment to Bid Document**

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

7. **Document comprising the bid**

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

- a. Documentary evidence established in accordance with clause 2 of Section II that the bidder is eligible to bid and it qualified to perform the contract if his bid is accepted
- b. Bid security furnished in accordance with clause 11 of Section II
- c. A clause by clause compliance as per clause 10 of Section II
- d. Bid form and Schedule of requirement and Price schedule completed in accordance with clause 8 and 9 of Section II.
- e. All documents as required by clause 5 of Section II.

8. **Bid Form**

The bidder shall complete the bid form and the appropriate price schedule furnished in the bid document covering the service to be rendered and price schedule as per Section – V.

9. Bid Price

- i. The supplier shall quote as per price schedule given in Section V for the Upkeep, house keeping and data entry Services in the schedule of requirement.
- ii. The price quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iii. “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.
- iv. The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law /Acts. The contract will remain valid for one year except for data entry operators or the period specified in the letter communicating the acceptance whichever is earlier, unless terminated earlier by the DDG (TERM). However contract may be extended for further period up to one year if agreed mutually by the contractor and Dy. Director General (TERM), Hyderabad on the same rate, terms and conditions. Contract shall be valid for a period of six months from the date of issue of work order for data entry operators and extendable up to 2 years on variable time spells with same rate, terms and conditions.

10. Clause by clause compliance

A clause by clause compliance of service to be provided (Section VI), and special condition (Section IV), shall be given.

11. Bid Security

- 11.1 Pursuant to clause 5, the bidder must deposit Rs.8,700/- (Rupees Five thousand only) as bid Security (EMD). The Bid Security shall be in the form of DD drawn in favour of CAO (Cash), O/o Pr. CCA, Hyderabad which may be submitted in a separate cover.
- 11.2 The successful bidder’s security will be discharged upon the bidder’s acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the performance security.
- 11.3 The bid Security may be forfeited:
 - a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
 - b. If the successful bidder fails:
 - i. To sign contract in accordance with clause 18
 - ii. To furnish performance security in accordance with clause 2 of Section

12. The bid shall be filled either typed or printed and all pages numbered consecutively and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract.

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

13. Submission of Bid:

- i. The Bids should be submitted duly sealed and addressed to SDE (Admn), O/o Dy. Director General (TERM), 2nd Floor, Kavadiguda TE Bldg., Bholakpur, Hyderabad and delivered in person or dropped in the Tender Box provided in the chambers of SDE (Admn), O/o Dy. Director General (TERM), 2nd Floor, Kavadiguda TE Bldg., Bholakpur, Hyderabad on or before 13.00 hours of due date i.e., 26-04-2011 .
- ii. Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.
- iii. To furnish a bid not in accordance with 11.1 shall be rejected as non-responsive at the bid opening stage and returned to the bidder unopened.
- iv. The bid security of unsuccessful bidder will be discharged /returned as early as possible but not later than 30 days after the expiry of the period of bid validity

14. Bid Opening:

The DDG (TERM) Hyderabad or his representative shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on the same day at 14.30 hrs. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in section X).

15. Evaluation:

15.1 The DDG (TERM) Hyderabad shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly submitted and whether bids are generally in order.

15.2 If there is a discrepancy between words and figures the amount in words shall prevail. The Dy. Director General (TERM), Hyderabad, will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of the bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by the Dy. Director General (TERM), Hyderabad.

15.3 The DDG (TERM) Hyderabad shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered exclusive of all levies and charges as indicated in the price schedule in section V of the bid document.

- 15.4 L1 shall be decided based on the additional amount quoted in section V. The formula for determining L1 is $P + 3Q + 2R$. If all the tenderers are quoted same rate then the period of experience will be counted as criteria for selection of L-1. For this purpose documents submitted along with the bid will be counted as experience.

16 Award of Contract

The DDG (TERM) Hyderabad shall consider placement of letter of intent to those bidder(s) whose offers have been found acceptable. The bidder shall within 10 days, of issue of letter of intent, give his acceptance along with performance security in conformity with section IX of the bid document.

17 Right to vary quantities

The DDG (TERM) Hyderabad reserves the right at the time of award of contract / during the contract period to increase or decrease as per the required quantity of services specified in the schedule of requirements without any change in charges of the offer or other terms and conditions.

18 Signing of Contract

- 18.1 Signing of Agreement shall constitute the award of outsourcing contract on the bidder.

- 18.2 Upon the successful bidder furnishing the performance security the Dy. Director General (TERM), Hyderabad shall discharge its bid security in pursuant to Clause – 11.2.

19 Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Dy. Director General (TERM), Hyderabad may make the award to any other bidder at the discretion of the Dy. Director General (TERM), Hyderabad or call for new bids.

20 Period of validity of bids

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

21 Cancellation of bid

The DDG (TERM) Hyderabad reserves the right to cancel the bid (tender) partly or fully without assigning any reason.

SECTION III

GENERAL CONDITIONS (COMMERCIAL) OF CONTRACT

1. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by the Dy. Director General (TERM), Hyderabad.

2. Performance Security

- 2.1 The successful bidder shall be required to deposit an amount equal to 5% of the Tendered value subject to maximum limit of Rs.5 lakhs within 2 weeks of conveying the Dy. Director General (TERM)'s, intention for accepting the bid as Performance Security. However if the work is awarded to more than one bidder the security deposit will be collected proportionately among the successful bidders, as per the allotment of security.
- 2.2 Performance security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the proforma provided in Section IX of the bid document. Performance security also can be paid in the form of DD payable to 'CAO(Cash), O/o Pr. CCA , Hyderabad' in the Dy. Director General(TERM), Hyderabad .
- 2.3 Performance security will be discharged after compliance of contractor's performance obligation under the contract. In case of cash deposit (DD form) in the O/o Dy. Director General, no interest will be allowed on the deposit amount.
- 2.4 If the contractor fails or neglect any of his obligations under the contract it shall be lawful for the Dy. Director General (TERM), Hyderabad to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. Executive Time Limit

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

4. Payment terms

Monthly bills shall be submitted in duplicate to the authority specified in contract along attendance sheets duly attested by the user.

5. Termination of Contract

5.1 The DDG (TERM), Hyderabad may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts:

a. If the contractor fails to arrange the supply of any or all of the Upkeep, house keeping and data entry personnel within the period(s) specified in the contract or any extension thereof granted by the DDG (TERM), Hyderabad

Or

b. If the contractor fails to perform any other obligation(s) under the contract.

5.2 The DDG (TERM), Hyderabad may without prejudice, to other rights under Law or the contract provided get the hiring of Upkeep, house keeping and data entry personnel done at the risk and cost of the contractor in above circumstances.

6. Termination for insolvency

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

7. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockage or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality and given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be responsible of such events and be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of Dy. Director General (TERM), Hyderabad as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

8. Arbitration

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitrator, who will be appointed by the Dy. Director General (TERM).
- 8.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 8.3 The venue of the arbitration proceedings shall be at office of the Dy. Director General (TERM), 2nd Floor, Kavadiguda TE Bldg., Bholakpur , Hyderabad or such other place as the arbitrator may decide.

9. 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 Dy. Director General (TERM), Hyderabad and set off the same against any claim of Dy. Director General (TERM), Hyderabad for payment of a sum of money arising out of this contract or under any other contract made by contractor with Dy. Director General (TERM), Hyderabad.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section II and general (Commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. The DDG (TERM), Hyderabad reserves the right of disqualifying such bidders who have a record of not meeting contractual obligations against earlier contract entered into with the DDG (TERM), Hyderabad.
4. The DDG (TERM), Hyderabad reserves the right of blacklisting a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The engagement of personnel and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed as breach of this contract and is liable for termination of the contract and render him (contractor) ineligible for participation in any future biddings.
6. The Agency will most particularly be held responsible to pay minimum wages every month to their workers deployed at Dy. Director General (TERM), Hyderabad throughout the tenure of this agreement. The minimum wages to be paid to the workers by the Agency will be in accordance with the orders of the Central/State Government issued from time to time.
7. No subcontract is permissible.
8. The near relatives of the staff of Dy. Director General (TERM), Hyderabad recruited or on deputation are prohibited from participation in this tender. The near relation for this purpose are defined as:
 - (a) Members of a Hindu Undivided Family
 - (b) They are husband and wife
 - (c) The one is related to the in the manner as father, mother, son(s), son's wife (daughter-in-law), Daughter(s) and daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) & sister's husband (brother-in-law).

9. The tenderer should give a certificate to the effect that none of his/her such relative is working in the unit of the Dy. Director General (TERM), Hyderabad as defined above. In case of proprietorship firm the certificate will be given by the proprietor. For partnership firm certificate will be given by partner(s) /authorized signatory. If at any stage it is found that the certificate issued as above is false, the contract shall be terminated and earnest money /security deposit will be forfeited. The Dy. Director General (TERM), Hyderabad will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation. (Proforma given as Appendix-IV).
10. The DDG (TERM), Hyderabad reserves right to counter offer price against price quoted by the bidder (if any information obtained/received about cartel formation).
11. The DDG (TERM), Hyderabad reserves the right for placement of full tendered quantity on the lowest bidder provided meeting the minimum wages.
12. The DDG (TERM) can terminate the agreement by giving a notice of one month without assigning any reason.
13. The DDG (TERM) reserves the right to terminate the contract at any point of time in case of unsatisfactory performance. The decision of the DDG (TERM) shall be final & binding.
14. The Agency shall submit monthly duty chart of Upkeep, house keeping and data entry services to the DDG (TERM) at the commencement of the month. He shall also submit the daily attendance sheet of the Upkeep, house keeping and data entry personnel for the previous working day. Failure to do so will result in non-payment of the day/days for which the attendance sheet is not furnished.
15. The Agency shall not replace the Upkeep, house keeping and data entry personnel for assigned job at random. This shall be done with the prior approval of the DDG (TERM) and full particulars of the Upkeep, house keeping and data entry personnel so deployed shall be given to the Dy. Director General (TERM). In case any of the Office upkeep, house keeping and data entry staff are found to be posted without the approval of the Dy. Director General (TERM), the DDG (TERM) shall not pay for such Office upkeep, house keeping and data entry personnel.
16. No leave of any kind to the Upkeep, house keeping and data entry personnel shall be sanctioned by the Dy. Director General (TERM). The Agency shall be liable to make substitute arrangements in case of the absence of Upkeep, house keeping and data entry personnel. No short leave shall be permitted to the Upkeep, house keeping and data entry personnel unless the agency provides suitable substitute(s) without any extra payment. A register shall be maintained by the Agency at the office of the DDG (TERM) where the duty is performed by the Upkeep, house keeping and data entry personnel for the purpose of taking/making over of duty by the Upkeep, house keeping and data entry personnel.

17. Service shall be from 0900 to 1800 hrs on Monday to Friday, with a lunch break.
18. Contractor may be called upon for the services on Saturday, Sunday or Gazetted holidays also if required, without any extra charge. No other emoluments shall be entitled to except the actual bus fare for services outside office premises.
19. It will be the responsibility of the contractor to meet other transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract works. DDG (TERM) will have no liability in these regard at any stage.
20. For all intent and purpose, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower deployed for contractual services.
21. The man power deployed by the contractor shall not have any claims of Master and Servant relationship vis a vis DDG (TERM) nor have any principal and agent relationship with or against the DDG (TERM).
22. The man power deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, adhoc, regular/ confirmed manpower, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in the DDG (TERM). Contractor should make it known the above to the manpower of the contractor.
23. The contractor shall be solely responsible for redress of grievances and or resolution of disputes relating to the manpower deployed.
24. The DDG (TERM) shall not be responsible for any damages, losses, claims, financial' or other injury to any person deployed by the contractor during the course of their executing the services, or for payment towards any compensation.
25. The agency shall arrange to carry out assigned job following points in mind.
 - (a) The Upkeep, house keeping and data entry activities should not cause any disturbance to the activities in the office.
26. The DDG (TERM) shall supply all the items i.e., cleaning items, tools for cleaning, and other accessories for carrying office upkeep.
27. The necessity for additional Upkeep, house keeping and data entry staff may arise during arrangement period, as and when additional buildings/additional functions come up in the O/o Dy. Director General in future. The approved agency is bound to meet the additional job /work entrusted by the DDG (TERM) at the proportionate approved rates mutually agreed upon.

28. The agency shall be responsible for the loss of any items and compensate in full the loss sustained by Principal on account of damage of material during discharge of Office upkeep, house keeping and data entry activities.
29. The Upkeep, house keeping and data entry workers employed shall be bound to observe all the instructions issued by the DDG (TERM) concerning general discipline, behaviour and cleanliness.
30. The DDG (TERM) shall not be liable to provide any residential accommodation or transport to the Upkeep, house keeping and data entry staff. No cooking or lodging shall be allowed inside the office premises.
31. The security agency shall not be permitted to transfer their rights & obligations under this agreement to any other organization/otherwise.
32. The Office Upkeep, house keeping and data entry Agency shall submit the bill immediately on completion of month. Payment shall be made only to the contractor and on monthly lump sum basis as per actual service.
33. The Office Upkeep, house keeping and data entry agency shall indemnify the DDG (TERM) with respect to any dispute arising out of claims made by the Upkeep, house keeping and data entry personnel employed by the agency at the O/o Dy. Director General Hyderabad regarding the payments/salaries paid to them by the Agency.

SECTION V

Schedule of requirement and Price schedule

The general scope of works envisaged is stated below.

This office has initial requirement for one unskilled, three semi-skilled and two data entry operators manpower. The semiskilled manpower should be at least matriculation pass with a fair Command on 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 nature of service will require the following abilities.

I) For unskilled Manpower

- a) Opening and Closing of the office.
- b) Regular cleaning, sweeping and mopping of the office building/compound, dusting of furniture etc. so as to maintain general cleanliness and hygiene in office.
- c) Cleaning of the electrical appliances like fans and lights.
- d) Making arrangements for tea, coffee, water etc. during the meetings and routinely to the officers of TERM Cell and other official visitors/representatives.
- d) Any other miscellaneous type of work assigned by the officer-in-charge

II) For Semiskilled Manpower

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

III) Data Entry Operation

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

Price schedule:

S.No (1)	Category of Employment (2)	Total wages payable PM Rate per person in Rs*(3)	Additional amount in Rs. (In Figures) (4)	Additional amount in Rs. (In Words) (5)
1	Unskilled (P)	-----		
2	Semi skilled (Q)	-----		
3	Data Entry operator ®	-----		

* Note: Minimum wages as per minimum wages act (which includes) along with PF, ESI and Service Taxes shall be paid by the agency as amended from time to time. Proof of same shall be submitted to SDE (Admn), O/o DDG (TERM), Hyderabad. Prevailing amount is applicable for the column 3. Bidder need to quote only the additional amount which is inclusive of all taxes.

Certified that I have quoted the above rates inclusive of all Government taxes (Income Tax, Service Tax and any other taxes as levied by Government of India/State Government from time to time) and I am agreeable to the terms and conditions of the Tender Schedule.

SECTION VI

SERVICES TO BE PROVIDED

1.	Service	Providing of Office Upkeep, house keeping and data entry personnel in the office of Dy. Director General, 2nd Floor, Kavadiguda Tel. Exge. Bldg., Bholakpur or any part in the limits of Hyderabad.
2.	Period of Contact	Under normal circumstances the contract for office upkeep and house keeping shall be valid for a period of one year from date of issue of work order. However contract may be extended for further period up to one year if agreed mutually by the contractor and Dy. Director General (TERM), Hyderabad on the same rate, terms and conditions. Contract shall be valid for a period of six months from date of issue of work order for data entry operators and extendable up to 2 years on variable time spells with same rate, terms and conditions.
3.	Quantity	Estimated quantity of job number of Upkeep, house keeping and data entry personnel to be hired is 6(one unskilled, three semi skilled and two data entry operators) however it should be clearly noted that the Dy. Director General (TERM), Hyderabad shall place the order only as per actual requirement from time to time as per clause 17 of Section II.
4.	Duty hours	Service shall be from 0900 to 1800 hrs on Monday to Friday, with a lunch break.
5.	Notice period	i. For regular and occasional (additional) requirements one day in advance. ii. Telephonic intimation shall be considered as notice.
6.	Reporting place	Office of Dy. Director General (TERM), 2nd Floor, Kavadiguda TE Bldg., Bholakpur, Hyderabad or any place specified in the work order.
7.	Penalties	In case of non-reporting on time/unauthorized absence penalty at the rate of twice the job cost shall be imposed on each day per person.
8.	Special In Requirements	Intending bidder must have a telephone where requisition of house keeping personnel can be conveyed all the 24 hrs. Telephone No. must be specified in the bid.

2. We undertake to enter into agreement within one week of being called up on to do so and bear all expenses including charges for stamps etc., and agreements will be binding on us.
3. If our bid is accepted, we will obtain guarantees of a Schedule Bank for a sum not exceeding 5% of the contract sum for the 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 of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. I /we understand that wages so quoted shall be above the total wages payable per month under Minimum Wages Act.

Date this day of

Signature and Seal of Bidder

List of documents enclosed along with Bid Document

1. EMDs in the form of DD No. Date, Name of Bank & Branch
2. Proof of Registration with various authorities.
3. Latest Income Tax Clearance Certificate
4. Experience Certificate if any
5. Partnership Deed proprietorship Deed/MOA as the case may be with last Annual Account in form C6.
6. Clause by Clause compliance (Section IV & VI).
7. Certificate of non-participation of near relation in the tender.
8. Service Tax Registration Certificate.

SECTION VIII

BID SECURITY FORM

Whereas _____ (hereinafter called “the Bidder”) has submitted its bid dated _____ for outsourcing of office Upkeep, house keeping and data entry personnel Tender No. No. TERM/HYD/HK and DEO/2011/001 Date : 23-03-2011 KNOW ALL MEN by these Presents that We _____ of _____ having our registered office at _____ (hereinafter called “the Bank”) are bound unto Dy. Director General(TERM), Hyderabad, in the sum of Rs. _____ For which payment will and truly to be made the Bank binds itself, its successors and assign as by these presents.

THE CONDITIONS of the obligation are;

1. If the Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
 - a) Fails or refuses to execute the Contract, as required, or
 - b) Fails or refuses to furnish performance security, in accordance with the instructions to bidders.

We undertake to pay to the DDG (TERM) Hyderabad up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, the DDG (TERM) Hyderabad will note that the amount claimed by it is due to owing to the occurrence of one or two or both conditions specifying the occurred condition of conditions.

This guarantee will remain in force as specified in Clause 10 of Section 11 of the bid document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date /dates.

Signature of Witness
Name of Witness
Address of Witness

Signature of the Bank
Name
Signed in Capacity of
Full Address of Branch
Tel. No. of Branch
Fax No. of Branch

SECTION IX
PERFORMANCE SECURITY BOND FORM

1. In consideration of Dy. Director General, (TERM) Hyderabad having agreed to exempt (herein after called the said contractor(s) from the demand of security deposit/earnest money of Rs. _____ on production of bank guarantee for Rs. _____. For the due fulfillment by the said contractors of the terms and conditions to be contained in an agreement in connection with the contract for outsourcing of Office upkeep, House keeping and Data Entry Operators, we, (Name of the Bank) _____ at the request of _____ contractor's do hereby undertake to pay the Dy. Director General (TERM), Hyderabad an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the Dy. Director General (TERM), Hyderabad 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 the guarantee without any demur, merely on a demand from the Dy. Director General(TERM), Hyderabad stating that the amount claimed is due by way of laws or damages caused to or suffered by the Dy. Director General (TERM), Hyderabad 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 Dy. Director General (TERM), Hyderabad 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 Dy. Director General (TERM), Hyderabad 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 100 days from the date herein and further agrees to extend the same from time to time (Beyond 100 days) so that it shall continue to be enforceable till all the dues of the Dy. Director General(TERM), Hyderabad _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Dy. Director General(TERM), Hyderabad 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 the Dy. Director General(TERM), Hyderabad that the Dy. Director General(TERM), Hyderabad 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 Dy. Director General (TERM), Hyderabad against the said contractor 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 Dy. Director General (TERM), Hyderabad or any indulgence by the Dy. Director General (TERM), Hyderabad 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 Dy. Director General (TERM), Hyderabad.

Dated

For _____

(Indicating the Name of the Bank)

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

SECTION X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To
The Dy. Director General
2nd Floor, Kavadiguda Tel. Exge. Bldg., Bholakpur,
Hyderabad – 500 080.

Sub:- Authorization for attending bid opening on (date) in the tender of
No.

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

Order of Preference	Name	Specimen Signature
1.		
2.		

Alternate Representative

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

Note

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

SECTION XI

Certificate on Non-participation of near relatives in the tender

(Participation of near relatives of the DoT employees in the tender/execution of works in DoT unit are prohibited).

The near relatives for the purpose are defined as:

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

CERTIFICATE

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

Signature of the Proprietor

1.

2.

3.

SECTION XII

DECLARATION

I, _____ Son of /Wife of Sri

Proprietor/Director / Partner of
M/s _____

do hereby solemnly affirm and declare as under:-

1. that I am sole proprietor / Partner / Director of M/s

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

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

Signature of the Proprietor / Partner / Director

Sri / Smt./ Miss

Note: The Signatory should not effect any variation in the text of declaration. Declaration in any
other form shall not be acceptable and render the tenderer for penal action as decided by O/o
Dy.Director General(TERM CELL) Hyderabad.