

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

Date : 28-07-2011

(Visit us at [www.dot.gov.in](http://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 O/o 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 on behalf of Dy. Director General, TERM Cell, Hyderabad for outsourcing of 'OFFICE UPKEEP, HOUSE KEEPING SERVICES AND DATA ENTRY OPERATORS' from experienced registered Agencies who can undertake 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 Date : 28-07-2011
2	Time and last date of issue of Bid Document	Between 10.00 Hrs and 17.00 Hrs on all working days from 01-08-2011 to 22-08-2011
3	Time and last date of depositing tender/Bid	13.00 Hrs of 23-08-2011
4	Time and date of Opening of Tender/Bid	14.30 Hrs of 23-08-2011
5	Minimum validity of tender offer	90 days from the date of tender opening
6	Services to be offered	Outsourcing of 'OFFICE UPKEEP, HOUSE KEEPING SERVICES AND DATA ENTRY OPERATORS'
7	Performance Security	10% 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. However, contract may be extended for further period up to one year if agreed mutually by the contractor and Dy. Director General, TERM Cell, Hyderabad on the same service charges, terms and conditions.

Intending eligible bidders may obtain Bid Document from SDE (Admn), O/o DDG, TERM Cell, 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 01-08-2011 to 22-08-2011. Tender documents downloaded from the DOT web site- [www.dot.gov.in](http://www.dot.gov.in) are also acceptable.

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

## SECTION II

### INSTRUCTIONS TO BIDDERS

**1. Eligible Bidders**

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

**2. Cost of Bidding**

Bid forms can be obtained from SDE (Admn), O/o DDG, TERM Cell, 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 01-08-2011 to 22-08-2011. 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 Cell, DoT, Hyderabad in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

**3. Bid Document**

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

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

- a. The Bidder shall furnish the particulars of past performance of at least one year with supporting documents if any.
- b. Partnership Deed or proprietorship deed or Article/Memorandum of Association as the case may be with the latest Annual Account in form C6.
- c. The registration certificate with ESI and PF commissioner.

- d. The latest license from the Labour Commissioner for operating this type of services.
- e. Copy of PAN card of the organization.
- f. Copy of Service Tax Registration Certificate.
- g. All or any other certificates required as per labour laws.

**5. Amendment to Bid Document**

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

**6. Document comprising the bid**

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

- a. Documentary evidence established in accordance with clause 1 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 10 of Section II
- c. A clause by clause compliance as per clause 9 of Section II
- d. Bid form and Schedule of requirement and Price schedule completed in accordance with clause 7 and 8 of Section II.
- e. All documents as required by clause 4 of Section II.

**7. 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

**8. Bid Price**

- i. The supplier shall quote as per price schedule given in Section V for the Upkeep, house keeping and data entry operators in the schedule of requirement.
- ii. The service charges quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iii. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

**9. Clause by clause compliance**

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

**10. Bid Security**

- i. The bidder must deposit Rs.15,000/- (Rupees Fifteen 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.

- ii. The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the performance security.
- iii. The bid Security may be forfeited -
  - a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
  - b. If the successful bidder fails:
    - i. To sign contract in accordance with clause 18
    - ii. To furnish performance security in accordance with clause 2 of Section-III

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

**12. Submission of Bid:**

- i. The Bids should be submitted duly sealed and addressed to SDE (Admn), O/o Dy. Director General, TERM Cell, 2nd Floor, Kavadiguda Telephone Exchange Building, Bholakpur, Hyderabad and delivered in person or dropped in the Tender Box provided in the said premises on or before 13.00 hours of due date i.e. 23-08-2011.
- ii. Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.
- iii. Bid not furnished in accordance with 10.i 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.

**13. Bid Opening:**

The DDG, TERM Cell, 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 VII).

**14. Evaluation:**

1. The bids will be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly submitted and whether bids are generally in order.
2. A bid will be considered as non-responsive –
  - i. If the Bid security (EMD) is not submitted (in form of DD) or amount drawn is less.
  - ii. If the DD for bid security/cost of tender form is not drawn as given in NIT.
  - iii. If the bid validity is less than 90 days

- iv. If bids are not sealed properly with sealing wax/packing PVC tape or bids sealed with gum or staple.
  - v. If bids submitted with conditions other than those specified in the Bid document.
  - vi. If the bids are received later than the specified time of closing of the bid
  - vii. If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.
  - viii. Canvassing of any form.
3. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bid document without material deviation. A bid determined as substantially non-responsive will be summarily rejected.
  4. If there is a discrepancy between words and figures the amount in words shall prevail.
  5. The substantially responsive bids will be evaluated in detail for the price comparison. The comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in section V of the bid document.
  6. L1 shall be decided based on the service charges per manpower per day quoted in section V. The formula for determining L1 is  $3P+3Q+4R$ . If all the tenderers have quoted the same rate, then the period of experience of the tenderer will be counted as criteria for selection of L-1. For this purpose, documentary proof of experience submitted along with the bid only will be counted and no other documents shall be entertained.

**15. Award of Contract**

The DDG, TERM Cell, 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 the performa specified by the authorized officer.

**16. Right to vary quantities**

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

**17. Signing of Contract**

- i. Signing of Agreement shall constitute the award of outsourcing contract on the bidder.
- ii. Upon the successful bidder furnishing the performance security, the Dy. Director General, TERM Cell, Hyderabad shall discharge its bid security in pursuant to Clause – 10.ii.

**18. Annulment of Award**

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

**19. Period of validity of bids**

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

**20. Cancellation of bid**

The Dy. Director General, TERM Cell, 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 Cell, Hyderabad.

**2. Performance Security**

2.1. The successful bidder shall be required to deposit an amount equal to 10% of the Tendered value subject to maximum limit of Rs.5 lakhs within 2 weeks of conveying the intention for accepting the bid as Performance Security. However if the work is awarded to more than one bidder the security deposit will be collected proportionately among the successful bidders, as per the allotment of security.

2.2. Performance security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank as per the Performa that will be provided by the authorized officer. Performance security also can be paid in the form of DD payable to 'CAO (Cash), O/o Pr. CCA , Hyderabad'.

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

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

2.5. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for the Dy. Director General, TERM Cell, Hyderabad to forfeit either whole or any part of performance security furnished by the bidder.

**3. Executive Time Limit**

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

**4. Payment terms**

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

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

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

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

- i. Copy of details of payment made to the manpower in the presence of the designated officer of O/o DDG, TERM Cell, Hyderabad. The payment to the manpower shall be done either by cheque or through ECS only.
- ii. EPF and ESI Challans

- iii. List of individual details of contributions made by the employer / employee towards EPF and ESI
- iv. Copy of the service tax paid receipt

**5. Period of validity of the Contract**

Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However, contract may be extended for further period up to one year if agreed mutually by the contractor and Dy. Director General, TERM Cell, Hyderabad on the same service charges, terms and conditions.

**6. Termination of Contract**

- i. The DDG, TERM Cell, 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; or
  - b) If the contractor fails to perform any other obligation(s) under the contract.
- ii. The DDG, TERM Cell, 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.

**7. Termination for insolvency**

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

**8. Force Majeure**

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

**9. Arbitration**

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

**10. Set Off**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by Dy. Director General, TERM Cell, Hyderabad and set off the same against any claim of Dy. Director General, TERM Cell, 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 Cell, 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 Cell, 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 Cell, Hyderabad.
4. The DDG, TERM Cell, 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 Cell, 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 Cell, Hyderabad recruited or on deputation are prohibited from participation in this tender. The near relation for this purpose are defined as:
  - a) Members of a Hindu Undivided Family
  - b) Husband and wife
  - c) The one is related to the in the manner as father, mother, son(s), son's wife (daughter-in-law), Daughter(s) and daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) & sister's husband (brother-in-law).

9. The bidder should give a certificate to the effect that none of his/her such relative is working in the unit of the Dy. Director General, TERM Cell, Hyderabad as defined above. In case of proprietorship firm the certificate will be given by the proprietor. For partnership firm certificate will be given by each partner(s) and authorized signatory. If at any stage it is found that the certificate issued as above is false, the contract shall be terminated and earnest money /security deposit will be forfeited. The Dy. Director General, TERM Cell, Hyderabad will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation. (Performa given in Section-VIII).
10. The DDG, TERM Cell, 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 Cell, Hyderabad reserves the right for placement of full tendered quantity on the lowest bidder itself.
12. The DDG, TERM Cell, Hyderabad can terminate the agreement by giving a notice of one month without assigning any reason.
13. The DDG, TERM Cell, Hyderabad reserves the right to terminate the contract at any point of time in case of unsatisfactory performance. The decision of the DDG, TERM Cell, Hyderabad shall be final & binding.
14. The Agency shall submit monthly duty chart of Upkeep, house keeping and data entry services to the DDG, TERM Cell, Hyderabad 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 Cell, Hyderabad and full particulars of the Upkeep, house keeping and data entry personnel so deployed shall be given to the DDG, TERM Cell, Hyderabad. In case any of the Office upkeep, house keeping and data entry staff are found to be posted without the approval of the DDG, TERM Cell, Hyderabad, the DDG, TERM Cell, Hyderabad 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 DDG, TERM Cell, Hyderabad. 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 Cell, Hyderabad 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 09:30 to 17:30 hrs or as notified by the designated officer from Monday to Saturday, with a lunch break of half-an-hour.
18. Contractor may be called upon for the services on Sundays or Gazetted holidays also, if required, without any extra charge. No other emoluments shall be entitled to except the actual bus fare for services outside office premises.
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 Cell, Hyderabad will have no liability in this 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-à-vis DDG, TERM Cell, Hyderabad nor have any principal and agent relationship with or against the DDG, TERM Cell, Hyderabad.
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 Cell, Hyderabad. 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 Cell, Hyderabad shall not be responsible for any damages, losses, claims, financial' or other injury to any person deployed by the contractor during the course of their executing the services, or for payment towards any compensation.
25. The agency shall arrange to carry out assigned job without causing any disturbance to the activities in the office.
26. The DDG, TERM Cell, Hyderabad 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 Cell, Hyderabad at the same terms and conditions of this bid.

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 Cell, Hyderabad concerning general discipline, behavior and cleanliness.
30. The DDG, TERM Cell, Hyderabad 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 Cell, Hyderabad 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.
34. The contractor shall obtain the revised rates as and when they are published by CLC/ALC/State Govt. as the case may be. The bidder has to attach the latest rates published by CLC/ALC/State Govt. as the case may be, along with the bid.
35. In case, the contractor does not pay the salary (for the previous month) of the manpower deployed within first week of the month, a lump sum penalty of Rs.5,000/- shall be levied on the contractor and the same will be deducted from the bill payable to him.
36. In case, the contractor fails to arrange for the manpower within the time stipulated, similar penalty as above shall be levied which will be deducted from the bill payable to him. Generally the notice period is two days for regular requirement and one day for urgent requirement.
37. In case of non-reporting of the manpower deployed on time or unauthorized absence, a penalty at the rate of twice the rate per day shall be imposed for each day of absence/late coming.
38. The bidder shall have email and also, a telephone on 24 X 7 basis for conveying the requisition of manpower. The email address and the telephone number shall invariably be specified in the bid.
39. ESI cards and EPF balance slips are to be supplied to the man power deployed under this contract. Identity Cards also need to be given to the man power deployed.

**SECTION V**  
**Schedule of requirement and Price schedule**

The general scope of works envisaged is stated below.

This office has initial manpower requirement for three unskilled, three semi-skilled and four data entry operators. The semiskilled manpower should be at least matriculation pass with a fair command on English. The data entry operators should have fair knowledge on computer application with good knowledge of English. However, the manpower requirement may vary from time to time as per the actual operational requirement of this office. There is no minimum or maximum number of manpower guaranteed under this contract. 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, Despatch of the Dak, 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) 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.
- e) Any other miscellaneous type of work assigned by the officer-in-charge

**II) Semiskilled Manpower**

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

**III) Data Entry Operator**

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

## Price Schedule

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

2. Details of Earnest Money Deposit : Rs.

DD/PO No. & date

Drawn on Bank

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

S. No.	Description	Unskilled Manpower (P)	Semi skilled Manpower (Q)	Data Entry operator (R)
(1)	(2)	(3)	(4)	(5)
1	Wages payable per working day per person as per minimum wages act in Rs*			
2	VDA Admissible			
3	EPF contribution per person by the employer (13.61%)			
4	ESI contribution per person by the employer (4.75%)			
5	Service Charges per man power per working day			
5	Service Tax as applicable from time to time (Presently @ 10.3%)			
6	Total (in figures)			
	(in words)			

\* Note: Minimum wages will vary as per minimum wages act as amended from time to time.

**Signature of Witness with Full Address :**

## SECTION VI BID FORM

To  
SDE (Admn),  
O/o Dy. Director General (TERM),  
2nd Floor, Kavadiguda Tel. Exge. Bldg.,  
Bholakpur, Hyderabad – 500 080

Dear Sir,

In response to the Tender No. TERM/HYD/HK and DEO/2011 dated 28-07-2011 for outsourcing of Office Upkeep, House Keeping and Data Entry Operators, I/We herewith submit my/our bid.

- 1 a) Name of the Bidder :
- b) Address :
  
- c) Telephone Number :
- d) FAX No. :
- e) Email Address :
- 2 Status of the Bidder (i.e. :  
Proprietary / Partnership / HUF /  
Limited Company etc.,)
- 3 Name of the authorized signatory :  
who is empowered to sign the  
agreement, other documents and  
correspondence
- 4 Details of past experience :
- 5 EMD Particulars :
- 6 Service Tax Registration :  
Particulars
- 7 Labour License particulars
- 8 EPF Registration No :
- 9 ESI Registration No :
- 10 Account No of the agency and :  
Bank details along with MICR  
code
- 11 PAN / GIR No :

1. Having read the conditions of contract and services to be provided, I/We understand and offer to provide Upkeep, House Keeping and Data Entry Operators in conformity with the conditions of contract and applications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. I/We undertake to enter into agreement within one week of being called up on to do so and bear all expenses including charges for stamps etc.,
3. If my/our bid is accepted, I/we will obtain guarantee of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.
4. I/We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon me/us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with the written acceptance there of in notification of award shall constitute a binding contract between us.
6. Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent replacement.
7. I/We understand that you are not bound to accept the lowest or any bid you may receive.
8. I/We understand that wages so quoted shall be above the total wages payable per month under Minimum Wages Act.

Date this                      day of

Signature and Seal of Bidder

List of documents enclosed along with Bid Document

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

## SECTION VII

### LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sub:- Authorization for attending bid opening on 23-08-2011

Sir,

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

Order of Preference	Name	Specimen Signature
1.		
2.		

Alternate Representative

Signature of Bidder

Note

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

## **SECTION VIII**

### **Certificate on Non-participation of near relatives in the tender**

(to be submitted by each partner in case of partnership firms / Companies)

#### 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 Cell, Hyderabad shall have the absolute right to take any action as deemed fit/without any prior information to me.

Signature of the Proprietor / Partner

## **SECTION IX**

### **DECLARATION**

I, \_\_\_\_\_ Son of /Wife of Sri \_\_\_\_\_

Proprietor/Director / Partner of M/s \_\_\_\_\_

do hereby solemnly affirm and declare as under:-

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

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

Signature of the Proprietor / Partner / Director

Sri / Smt./ Ms

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