



## BID DOCUMENT

Tender for Engagement of agencies for office upkeep and housekeeping services in Telecom Enforcement, Resource & Monitoring Cell, Assam

**Telecom Enforcement, Resource & Monitoring Cell Assam**  
**Department of Telecommunication Guwahati-781001**  
Tender No. TERM/AS/Tender/G-10/10-11, Dated 18/07/11

Submitted by:

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## Index

<u>Sl No</u>	<u>DescriptionofContents</u>	<u>Page</u>
1.	Notice Inviting Tender	3
2.	Terms & Conditions of tender: Schedule	4
3.	Terms & Conditions of tender: General Condition	4-8
4.	Arbitration	9
5.	Scope of Work	9
6.	Evaluation	9-10
7.	Period of Contract	10
8.	Technical Bid (Annex-I)	11-12
9.	Financial Bid( Annex-II)	13
10.	Declaration of near Relatives (Annex-A)	14
11.	Certificate of Minimum wages (Annex-B)	15
12.	Declaration (Annex-C)	16

## Chapter –I

### DETAILED NOTICE INVITING TENDER

NIT No: TERM/AS/Tender/G-10/10-11

dated 18.07.2011

Sealed tenders (with Sealing Wax / packing PVC tape) are invited by Dy Director General(TERM),Guwahati from the eligible contractors/agencies for following works.

Name of work	Estimated Cost of work	EMD	Cost of tender form
Providing two semi skilled and one unskilled manpower at the office of DDG(TERM) Guwahati for one year	2,04,000/-	5,100	Rs. 500/-

2. **Eligibility Condition:** The prospective bidder should satisfy following conditions.

- a) He should have experience of having completed similar type of work i.e providing of semi skilled and unskilled manpower in BSNL/ MTNL/ PSU/ Govt. department in a single contract costing at least Rs. 3,00,000/- ( Rupees Three lakh only ) (in all) during last two financial years. .The experience certificate should be issued on official letter head of the concerned department..
- b) He should hold **valid Service Tax registration** in favour of the firm.
- c) He should have EPF registration of his firm.

3.0 Those satisfying the eligibility condition stated in clause 2(above) should submit their application along with self-attested photocopy of the documents showing fulfilment of eligibility conditions and tender fee to SDE(TERM)o/o DDG(TERM) Guwahati for issue of tender documents.

Prospective bidders satisfying eligibility conditions can also download the tender form directly from the website but they have to submit requisite cost of tender documents in form of Demand Draft as stated below. The DDs for EMD and tender cost should be separate.

- 4.0 The cost of tender document (Non-refundable) is Rs.500/-, which can be paid in the form of DD. The DD for cost of tender form and EMD should be drawn separately in favour of 'Communication Accounts Officer, DOT Cell, Assam Circle'. **The Demand draft should be valid at least for two coming months from date of opening of tender.**
- 5.0 Tenders are required to be submitted in three envelopes placed in one envelope as per direction of para-3.7 of Chapter-III.

**(I) Technical bid:** - Technical bid should invariably contain

- a. Bid Security in accordance with the tender document in form of **Demand Drafts, only for the amount as specified in the above table.**
- b. Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page along with all required documents
- c. The copy of work experience certificate as specified in Para 2(a) above
- c. Copy of the registration of the firm. Authenticated copy of partnership deed in cases of partnership firm..
- d. Technical bid, duly filled in, of the tender document and attested copy of "Power of Attorney" in case person other than the tenderer has signed the tender documents.
- e. Copy of Service Tax registration.
- f. Bid document cost in the form of Demand Draft in case of bidder downloading the tender document from website.
- g. Proof of EPF registration.
- h. Annexure A,B and C of Tender document.

**(II) Financial bid** should be duly filled in as per para 3.4 of chapter III.

- 6.0 The tender document shall be available on sale on all working days from 11-00 hrs to 16-00 hrs **up to 15.00 hours of 12/08/2011** in the office of DDG(TERM) Guwahati.
- 7.0 The last date and time of receipt of tender offer in the office of DDG(TERM) Guwahati is up to **15-00 hrs of 16/08/2011** which will be opened at **16-00 hrs** on the same day and same place.
- 8.0 For further information, kindly visit our website [dot.gov.in](http://dot.gov.in)



## CHAPTER TWO.

### 2.1. SCHEDULE:

Date & Time of issue of Bid Document:	Upto 12.08.11 from 11.00 AM to 4.00 PM
Last date & Time for receipt of Tenders:	16.08.11 at 15.00 Hrs.
Date & Time of opening of Technical Bid:	16.08.11 at 16.00 Hrs.
Date & Time of opening of Financial Bid (for technically valid bids only)	To be notified later
Place for opening of the tender:	Office of DDG(TERM) Assam 9 <sup>th</sup> floor; BSNL Admn Bldg Panbazar. Guwahati-781001

### 2.2 GENERAL CONDITIONS:

- (i) The Contract shall be for a period of one year from the date of agreement. The period of contract may be extended on the same terms and conditions for a further period of one year at the sole discretion of DEPUTY DIRECTOR GENERAL (TERM) Guwahati.
- (ii) EMD and security deposit of the successful tenderer will be forfeited if he fails to commence the work as per letter of award. .
- (iii) The DDG (Telecom Enforcement, Resource & Monitoring Cell) Assam, does not bind himself to accept the lowest or any bid and reserves to himself the right of accepting the whole or any part of the bid.
- (iv). The Contractor shall fulfill the legal requirement of obtaining License under the contract Labour (Regulation & Abolition) Act.
- (v). On taking over the responsibility, the Contractor shall formulate the mechanism and duty assignment of personnel in consultation with the DDG (Telecom Enforcement, Resource & Monitoring Cell) Assam or officers designated by him. Subsequently, the Contractor shall review arrangement from time to time and apprise the DDG (Telecom Enforcement, Resource & Monitoring Cell) Assam about the additional measures of further streamlining the system. The contractor shall further be bound by and Carry out the directions given by the DDG (Telecom Enforcement, Resource & Monitoring Cell) Assam or the officer designated by him in this respect from time to time.

- (vi). 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. Telecom Enforcement, Resource & Monitoring Cell, Assam will have no liability in this regard at any stage.
- (vii). 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.
- (viii). The manpower deployed by the contractor shall not have any claims of Master and Servant relationship vis a vis Telecom Enforcement, Resource & Monitoring Cell, Assam nor have any principal and agent relationship with or against the TERM, Assam.
- (ix). 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, ad-hoc, regular/confirmed manpower of the TERM, Assam, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in the TERM, Assam. Contractor should make it known the above to the manpower of the contractor.
- (x). The contractor shall be solely responsible for redressal of grievances/ resolution of disputes relating to the manpower deployed.
- (xi). TERMCELL, Assam 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 execution of services, or for payment towards any compensation.
- (xii). The contractor will be required to pay minimum wages as prescribed under the minimum wages by the competent authority. The contractor will maintain proper record as required under the law/ acts. The contract will remain valid for one year or the period specifying in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by DDG (TERM).
- (xiii). The Contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed for the preservation of peace and protection of persons and property of TERM, Assam.
- (xiv) The Contractor shall communicate to the DDG (TERM), Assam the name, residential address, age, etc. of each of the persons deployed by him. For the purpose of proper identification of the personnel of the contractor, Contractor shall issue identity cards and the said personnel shall be duty-bound to display them at the time of duty.
- (xv) EMD of the successful bidder will be returned after receiving security deposit as applicable. EMD of unsuccessful bidders will be returned within 30days of finalization of tender.

2.3. The persons deployed by the contractor must be courteous and should bear a good conduct/ moral character. Such person should not have any past criminal record. The persons should preferably be young, energetic and possess a good health and sound mind. On any case such person must be free from all contagious diseases. No labour below the age of 18 years shall be

employed /arranged for the work by the contractor at the TERM, Assam. The candidates should preferably be under 35 years of age.

- 2.4 In case any of the persons deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful acts or disorderly conducts, the contractor shall take suitable action against such employee on the report of the TERM, Assam. The contractor shall replace the particular person so deployed on demand of the DDG (TERM) Assam in case of any of the aforesaid acts on the part of the person concerned. The contractor shall ensure that all the employees get the stipulated wages determined by Minimum Wages from time to time and other benefits as are admissible under various Labour Laws and the contractor shall provide full information in respect of wages, etc., paid to his employees so employed, in conformity with the provisions of contract Labour (Regulation and Abolition) Act, 1970.
- 2.5 The Contractor shall disburse the wages to his personnel in the presence of an Officer nominated by the DDG (TERM) Assam on the last working day of the every month. For this purpose the attendance shall be computed from 26th of previous month to 25th of the current month and the contract shall submit the bills to office within 2 days. The payment shall be made to the workers on the last working day. For Deficiencies, if any, in providing the service as per the scope of work, proportionate charges will be recovered / deducted. Failure to make payment on the last working day after receipt of payment from office shall entail immediate encashment of the Security Deposit Bank Guarantee.
- 2.6 The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Law, namely, under the Minimum Wages Act, Contract Labour Act, Employee Provident Fund Act, ESI Act, Bonus Act, Shops & Establishment Act, etc. as applicable and amended from time to time.
- 2.7 The contractor shall conform to the provisions of Central / State Act(s) or the Regulations on the subject as well as the terms and conditions of the agreement to be executed.
- 2.8 The Contractor shall, on demand, furnish copies of wage register / muster roll etc., to the TERM, Assam for having paid all the dues to the persons deployed by the contractor for the work. This obligation is imposed on the contractor to ensure that the contractor is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of TERM, Assam in this respect as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.
- 2.9 The Contractor shall maintain all the records prescribed under the Contract Labour (Regulation & Abolition) Act, 1970 and under the other related labour regulations and furnish these for inspection when demanded by the TERM, Assam or the concerned Central / State Govt./ Judicial Authorities, as the case may be.
- 2.30 The contractor shall keep the TERM, Assam indemnified against all claims whatsoever respect of the employees deployed by him. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the contractor to contest the same. In case of TERM, Assam is made a party and is supposed to contest the case, the Contractor shall reimburse to TERM, Assam the actual expenses incurred towards Counsel

fee and other expenses which shall be paid in advance by the Contractor to TERM, Assam on demand. The Contractor shall ensure that no financial or any other liability comes on TERM, Assam in this respect of any nature whatsoever and shall keep TERM, Assam indemnified in this respect.

- 2.31 Income Tax at the prevailing rate and surcharge thereon will be deducted from the monthly bills of the contractor as per rules.
- 2.32 The Contractor shall execute an agreement in the format prescribed, within the time stipulated by the DDG(TERM), Assam.
- 2.33 Before signing the agreement, the contractor shall deposit 10% of the annual value of contract as **Security Deposit** in the form of bank guarantee in prescribed proforma, valid for 3 months more beyond the period of contract i.e. 15 months in case of one year contract. The rate expressed as monthly Price for the entire scope of the contract shall remain unchanged throughout the entire period of contract.
- 2.34. The contract may be terminated by giving one month prior notice by either party. Further, the contract may also be terminated on any of the following contingencies
- (A) On the expiry of the contract period as stated above.
  - (B) On account of committing breach by the contractor of any of the terms & conditions of the agreement
  - (C) Assigning the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third person or sub-letting whole or part on the contract to any third person.
  - (D) On contractor being declared insolvent by competent court of law.
  - (E) If the contractor suspends or abandons the execution of work and the Director Incharge of the work comes to conclusion that work could not be completed by due date for completion or contractor had already failed to complete the work by that time.
  - (F). If the Director in-charge of work had issued a notice to the contractor in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period
  - (G) Upon rescission of the contract, the security deposit of the contractor shall be forfeited and the same shall lie absolutely at the disposal of the Deptt
    - i. .
- 2.35 **Issuance of Notice :**
- a) The Director in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Director In-charge shall submit a case for issue of final notice along with a detailed report to the competent authority who had accepted the contract.
  - b) The final notice for rescission of contract to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice :
    - i. During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the Telecom Deptt..

- ii. Director in-charge of work shall make adequate manpower arrangement in replacement of the contractor man power. Expenses on this account shall be recover from the security deposit or any amount due to the contractor.

2.36 **INDEMNITIES :**

- a) The contractor shall at all times hold the Deptt of Telecom harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against D.O.T , its officers and employees and forthwith upon demand and without protect or demur to pay to the D.O.T 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 D.O.T. may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding , charges and expense and liabilities resulting from or incidental or in connection, with injury, damages 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 document. In addition the contractor shall reimburse the D.O.T or pay to the D.O.T forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the D.O.T arising out of or incidental to or in connection with the operation covered by the contractor.
- b) The contractor shall at his own cost at the D.O.T request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the D.O.T.

2.37 It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature to TERM, Assam.

2.38 The workers deployed by the Contractors shall perform work assigned to them by DDG [TERM] Assam or by any other authorized officer by him on all 5 days of the week i.e. Monday to Friday from 9.00 A.M to 1800 Hrs. The contractor may be called upon for the services on Saturday, Sunday or 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.

2.39. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs.200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.

## 2.40 ARBITRATION.

Except where otherwise provided in the contract all instructions hereinbefore mentioned, and as to the quality of personnel deployed on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, instructions, orders on these conditions or otherwise concerning the works, or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person appointed by the DDG [TERM] Assam. The arbitrator shall be appointed within 30 days from the receipt of a request by any party the arbitrator to whom the matter is originally referred, being unwilling or unable to act for any act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitrator shall give speaking award. The award of the Arbitrator shall be final and binding on both the parties. The cost of the Arbitrator shall be borne by the contractor.

## 2.41 SCOPE OF WORK:

The scope of work generally consists of providing **Two number of Semi skilled and one number of unskilled Manpower** for daily job of office upkeep and housekeeping services. However, in case of additional requirement the tenderer shall arrange additional hands at the quoted rates on prior notice.

### (i) SEMISKILLED MANPOWER:

Persons are expected to perform the duty as normally attended by office peon/ clerk / attendant including maintenance and cleaning/house-keeping, office assistance and any other specific tasks identified by TERM, Assam from time to time. The minimum educational qualification for this category shall be Pass in 10<sup>th</sup> Class OR EQUIVALENT from a recognized Board. The persons must have ability to read and write in English language and also to read, write and speak in Hindi and Assamese languages. **The minimum wages for this category must be as determined by the Office of the Labour Commissioner, Assam Govt.**

### (ii) UN-SKILLED MANPOWER:

Persons are expected to perform the duty of maintenance and cleaning/house-keeping, office assistance and any other specific tasks identified by TERM, Assam from time to time. The minimum educational qualification for this category shall be at least 10<sup>th</sup> class appeared from a recognized board. The persons must have ability to communicate in Hindi and Assamese languages. **The minimum wages for this category must be as determined by the Office of the Labour Commissioner, Assam Govt.**

## CHAPTER – III

### GENERAL PROCEDURE AND CONDITIONS

#### Instructions to Bidders

#### 3.1 AMENDMENT OF THE BID DOCUMENTS:

- I. At any time, prior to the date of submission of bids, D.O.T. may, for any reason whether suo motto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- II. The amendments shall be intimated through newspaper and complete details will be hosted on our website. These will be binding on all the bidders.
- III. In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, D.O.T shall ensure that the deadline for the submission / opening of bids is at least seven days away from date of issue of amendment .
- IV. However, above conditions will not apply in case of change of dates of submission/opening . Information will be made available only through News Papers and our Website.

#### 3.2 DOCUMENTS TO BE SUBMITTED WITH THE TENDER OFFER:

*The bidder shall furnish, following documents along with his tender offer :*

- a) **Full tender documents should be submitted duly signed** on all the pages along with duly filled in Technical bid and financial bid by tenderer or his authorized representative (along with seal).. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- b) Bid Security for an amount as specified in detailed NIT.
- c) The copy of Experience certificate (self attested) .
- d) Copy of Service Tax registration certificate(self attested).
- e) In case of proprietary firm, proprietor certificate from the proprietor of the firm that he is the sole proprietor of the firm
- f) Authenticated valid copy of partnership deed in cases of partnership firm & form-A issued by Registrar of firms.
- g) In case of Limited Company, attested copy of articles of association duly registered with Registrar of Company affairs.
- h) Attested copy of 'Power of Attorney' in case person other than the tenderer has signed the tender document.
- i) In case of bidder downloading the tender document from Website then he should enclose DD for tender document fee with the tender offer.
- j) Contractor should submit EPF registration of his firm .
- k) Duly filled annexure A,B and C

**Important Note :- If any document submitted by bidder are not in legible condition that will be treated as null & void and on this ground tender will be summarily rejected.**

### 3.3. Bid security:

- i. The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as specified in the detailed NIT.
- ii. Bid Security shall be paid
  - a. In the form of Crossed Demand Draft, issued by a Nationalised/scheduled bank, drawn in favour of Communication Accounts Officer ,DOT cell, Assam Circle .
- iii. No Interest shall be paid by the D.O.T on the bid security for any period, what so ever.
- iv. The bid security is required to protect the D.O.T against the risk of bidders conduct, which would warrant the security's forfeiture.
- v. A bid not secured in accordance with Para above shall be rejected .
- vi. The bid security of unsuccessful bidder will be refunded as promptly as possible and within 30 days of finalization of tender..
- vii. The bid security shall be forfeited;
  1. If a bidder withdraws his bid during the bid validity period specified in the bid document or
  2. If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the D.O.T or
  3. In case of a successful bidder, if the bidder fails to sign the agreement within specified time.

### 3.4. Bid prices :

The contractor shall quote the monthly price for the entire scope of the contract. All statutory charges and applicable taxes shall be indicated separately as per Annex-II (Financial bid form). The Rates quoted shall be firm and no escalation is permitted during the Contract period. No conditional clauses/ rates shall be quoted in the bid. Bids with conditional/ ambiguous/ unreasonable rates will be rejected. The bid shall remain valid for three months from the date of opening of the tender.

Items C, D, E & F of the FINANCIAL BID (Annex-II) are fixed in terms of percentages and therefore the evaluation of financial bids will primarily be based on the items A, B & G.

In case of any additional / specific requirement not originally covered in this scope, the tenderer shall provide those services as per the same rates as determined by this tender.

### 3.5 PERIOD OF VALIDITY OF BIDS :

Bid shall remain valid for 90 days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD MAY BE REJECTED BY D.O.T AS NON-RESPONSIVE.

### 3.6 SIGNING OF BID:

- (i) The bidder shall submit, **all pages** of tender documents as a part of his bid, the complete bid documents duly signed .

- (ii) The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

### 3.7 Method of preparation of bid:

- (i) Bid for each tender should be submitted in **three** envelopes placed inside a main cover. These envelopes should contain the following;

Envelope	Marked on the Cover	Contents of Envelope
First	Bid Security	Containing Bid security as per clause 3.3 of chapter 3 and cost of Bid Document if downloaded from web-site.
Second	Qualifying Bid	Containing documents as per clause 3.2 of chapter 3 except bid security.
Third	Financial Bid	Rates duly quoted by the tenderer in the prescribed format.

On all these envelopes the name of the firm with full address and whether "Bid Security" OR "Qualifying" OR "Financial" bid must be clearly mentioned and should be properly sealed (with sealing wax/Packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). In the outer envelope which contain Qualifying & Financial bids, tender No. of the same bid with name of the firm & full address must be mentioned clearly. **The tenders which are not submitted in above mentioned manner shall be summarily rejected**

3.8 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

3.9 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

### 3.40 SUBMISSION OF BIDS:

- i. Tender offers should be dropped in person in the tender box placed in the Office of Officer stated in Para 2.1 of Chapter II before the closing time & date of tender. The tenderer is to ensure the delivery of the bids at the correct address. The department shall not be held responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented after the sealing of box will not be accepted and will

not be allowed to be deposited in the tender box. The tenderers who wish to submit their tenders by registered post may do so. However, the D.O.T shall not be responsible for delay, if any.

- ii. **Postponement of Tender Opening:** In case it is required to postpone the opening date of tenders, the same shall be taken and communicated to the tenderers through our web site at least two days before the date of opening. Such notice of extension of date of opening shall also be put up on the notice board. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue. The Government of India if subsequently, declares date fixed for opening of bids as holiday, the bids will be opened on next working day, time and venue remaining unaltered.
- iii. **LATE BIDS:**  
Tenders will not be received after the specified time of closing of the tender and the same shall be **rejected and returned unopened to the bidder**. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

### 3.41 BID OPENING AND EVALUATION

- i. The D.O.T shall open the bids in the presence of bidders or their authorized representatives who choose to attend, at prescribed time in NIT on due date. The bidder's representatives who are present, shall sign in attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening .
- ii. The bid opening committee shall count the number of bids and arrange them in alphabetic order as per name of the firm & assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the TOC members shall initial on the outer envelopes as well as tender form of all the bids with date. The envelopes containing the tender offer and not properly sealed, shall not be opened and shall be rejected outright. Closing the cover by gum, will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.  
To assist in examination, evaluation and comparison of bids, the D.O.T may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

### 3.42 EVALUATION OF BIDS

- I. The Deptt shall evaluate each bid to determine whether the same meet the technical and commercial requirement of this tender
- II. If there is discrepancy between words and figures, the amount in words shall prevail. If the tenderer does not accept the correction of the errors, his bid shall be rejected.
- III. The D.O.T will determine the substantial responsiveness of each bid to the bid document. For the purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. Determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- IV. A bid determined as substantially non responsive will be rejected and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.
- V. The competent authority may waive any minor infirmity of non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

3.43 **AWARD OF CONTRACT:**

D.O.T shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.

3.44 **RIGHT TO VARY QUANTUM OF WORK:**

The D.O.T during the period of the contract, reserves the right to decrease or increase the work by up to 25% of the total value of estimated work specified in the schedule of requirements without any change in the rates or other terms and conditions.

3.45

The D.O.T reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the D.O.Ts action.

3.45 **LETTER OF ACCEPTANCE:**

The Letter of Acceptance shall be issued to the accepted bidder with the intention of D.O.T to enter into the contract with the bidder.

The bidder shall within 10 days of issue of Letter of Acceptance (LOA), should give his acceptance along with Security Deposit .as per clause 2.33 of chapter 2.

3.46 **SIGNING OF AGREEMENT:**

The agreement with the successful bidder shall be signed by within 3 (three) days of submission of acceptance of LOA and deposit of SD by contractor as per clause 2.33 of chapter 2.

3.47 **PERIOD OF CONTRACT:**

The period of contract will be one year from the date of commencement, extendable FURTHER on satisfactory performance on same rates, terms and conditions at the sole discretion of TERM, Assam.

End of chapter III

## Technical Bid(Annex-I)

1.(a)Name of the tenderer/ firm: .....

(b) Name of person submitting the tender, : Shri/.....

**(In case of Proprietary/ Partnership firms, the tender has to be signed by Proprietor/ Partner/ by any person authorized for the purpose having original power of attorney, as the case may be)**

2.0 Complete Postal Address of the firm :

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2.1 Telephone No.(with STD code ) :

- a) Office No. : .....
- b) Fax No : .....
- c) Mobile No : .....
- d) Residence No.: .....

3.0 Registration Particulars of the firm:

- Proprietorship
- Partnership
- Private Limited
- Public Limited

(Please attach self attested copies of documents of registration of your firm with the competent authority as required by business law)

Name of Proprietor/ Partners/ Directors

S. No.	Name of Person	Working as
1		
2		
3		
4		

4.0 Tenderer's bank, its address and his current account number

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-----  
-----  
-----

5.0 Permanent Income Tax account number, Income Tax circle (Attache Copy)

.....

6.0 Service Tax Registration No.(Also attaché copy)

7.0 EPF Registration Number(Also attaché copy)

8.0. Financial turnover of the tendering Company / Firm / Agency for the last 2 Financial Years:

(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs.lacs)	Remarks, if any
2009-10		
2010-11		

9.0. Give details of the major similar contracts handled by the tendering Company / Firm / Agency on behalf of Private Limited/PSUs and Government Departments during the last two years in the following format.

(Attested copies of work orders to be attached.)

Sl_no	Details of client along with address, telephone and FAX number.	Amount of Contract (in lakhs)	Duration of Contract	
			From	To

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

10. Detail of EMD:

Demand Draft No \_\_\_\_\_ Date of issue \_  
 Name of the issuing Bank and Branch \_\_\_\_\_

11. Additional information, if any  
 (Attach separate sheet, if required)

Date:

Signature of authorized person  
 Signature of authorized person

Place:

Seal:

ANNEXURE 'A'

DECLARATION OF NEAR RELATIVES TO BE SUBMITTED BY THE TENDERER

We M/s \_\_\_\_\_ R/o. hereby certify that none of our relative(s) as defined in the tender document is / are employed in TERM Cell as per details given in tender document. In case at any stage, it is found that the information given by us is false / incorrect, TERM Cell, Assam shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Dated:

Signature of the tenderer with seal

**ANNEXURE-'B'**

**Certificate of Minimum wages to be submitted by the tenderer**

We M/s \_\_\_\_\_, R/o  
hereby certify that we comply with the minimum wages Act that are to be paid to the labourers engaged  
by us vide Latest rate as fixed by the Labour Commissioner, Assam Govt. while quoting the rates for the tender.  
Any dispute arises out of the payment of minimum wages responsibility lies with us only.  
We also certify that we must comply with the ESI, EPF, Service Taxes and other mandatory charges regularly as  
per the existing rules without any fail.

Dated:

Signature of the tenderer with seal

Place:

**ANNEXURE-'C'**

**DECLARATION**

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

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

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

Date :

Signature of the Tenderer with seal.

## Financial Bid

**NAME OF THE WORK :** Engagement of agencies for office upkeep and house keeping services in Telecom Enforcement, Resource & Monitoring Cell, Assam, Guwahati-781001.

The contractor shall quote the monthly price for the entire scope of the contract. All statutory charges and applicable taxes shall be indicated separately as.

Item	Conditions	Total monthly Amount in Rs. (figure)	Total monthly Amount in Rs. (words)
A. Monthly wages for unskilled labour (One number).	subjected to the minimum as per the Office of the Labour Commissioner, Assam Govt.		
B. Monthly wages for semi-skilled labour (Two numbers).	subjected to the minimum as per the Office of the Labour Commissioner, Assam Govt.		
C. ESI	As applicable under relevant rules		
D. EPF	As applicable under relevant rules		
E. Other mandatory charges	As fixed by the Labour Commissioner, Assam Govt. or other Central or State Govt. authority.		
F. Service Tax	As applicable under relevant rules		
G. Service charges	To be quoted by tenderer		
Total cost per month (in Rs.)			

P.s: All statutory payments are to be calculated only on Basic. **Tenderer shall submit documentary evidence in support of C, D, E & F.**

Declaration: I agree that in-correct furnishing of information and in-correct quoting of statutory payments like EPS/ESI/Bonus/Service Tax and non furnishing of copies of documents/certificates shall render my tender liable for rejection and I agree that no claim shall be made by me on this account.

Signature of the Tenderer

Date:

