

**GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATION
DEPARTMENT OF TELECOMMUNICATIONS**

BID DOCUMENT

**TENDER FOR
THE UPKEEPING &
HOUSEKEEPING WORK**

(QUALIFYING BID)

NAME OF THE TENDERER.....

Tender Document No.

Issued on.....

**OFFICE OF THE DEPUTY DIRECTOR GENERAL
(Telecom Enforcement, Resources & Monitoring) Chhattisgarh RAIPUR**

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SUMMARY REJECTION CONDITIONS

Bidders should note that the bid shall be summarily rejected by Tender Opening Committee, if any one of the following conditions is not followed by the bidder:

1. In case of downloaded tender form, if bid is received without cost of the tender form (in form of DD) or cost less than that mentioned in the NIT.
2. If the Bid security (EMD) is not submitted (in form of DD) or amount drawn is less.
3. If the DD for bid security/cost of tender form is not drawn as given in NIT.
4. Bid shall remain valid for 180 days from date of opening of the bid (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE DoT AS NON-RESPONSIVE.
5. 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 (EMD)	Containing separate Bid security & cost of bid form (In case of downloaded bid form) as per clause 8 section iv.
Second	Qualifying Bid	Containing documents as per clause 7 section iv except bid security.
Third	Financial Bid	Rates duly quoted by the Bidder in the prescribed format.

On all these envelopes the name of the firm and whether “Bid Security” OR “Qualifying” OR “Financial” a 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).

6. The cost the tender document as given above (Non Refundable & Non Transferable). In case tender is downloaded from website, cost of tender document in the form of DD from any scheduled bank of Rs. 500/- (Rs. Five Hundred Only) as mentioned above should be drawn in favour of “**CAO o/o CCA Raipur**”, payable at Raipur, is to be submitted with tender form in First Envelope. If this DD is not available as desired, the bid will be rejected at the time of opening of qualifying bid. The Bids that are not submitted in above mentioned manner shall be summarily rejected.
7. If bids are not sealed properly. Bids should be sealed with sealing wax/packing PVC tape only. Bids sealed with gum or staple shall be summarily rejected.
8. Bids with conditions other than those specified in the Bid document is liable to be summarily rejected.
9. **LATE BIDS:** Bids will not be received after the specified time of closing of the Bid and the same shall be rejected and returned unopened to the bidder.
10. 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.*
11. Canvassing of any form.

Signature and Seal of the Bidder

DEPARTMENT OF TELECOM
OFFICE OF THE DEPUTY DIRECTOR GENERAL (TERM) Chhattisgarh RAIPUR

No. DDG/CG/RYP/Tender/Upkeeping/08-09/07

Raipur dated

22/09/2008

NOTICE INVITING TENDERS

Wax/PVC packing tape sealed tenders are invited by the Deputy Director General (TERM) Raipur for and on behalf of President of India for the Up keeping & Housekeeping work in o/o DDG TERM CG Raipur mentioned below from the Registered, Experienced & eligible and Competent Contractors / Firms / Individuals and Registered Companies in India. The information regarding tender document is as follows: -

S.No.	Name of work	Estimated cost of work	EMD amount
1	Up Keeping & House Keeping work of office under DDG TERM CG Raipur.	1,10,000/-	2750/-

ELIGIBILITY CONDITIONS:

- Bidder should have experience of similar Up keeping/Housekeeping work in any Central or state Govt. Department, PSU for not less than Rs.1 Lacs for Up keeping work from last two years. A copy of such experience certificate should be enclosed along with qualifying bid attested by an officer not below the rank of class-I or equivalent.

General Conditions:

- Issue of Blank tender forms: From 22/09/2008 to 13/10/2008 in all working day from 10.30 hrs to 1700 hrs from DE TERM O/o the DDG (TERM) Raipur CG or can be downloaded from website <http://www.dot.gov.in>.
- Cost of the tender form: Rs 500/-(Rs. Five hundred only) (Non Refundable and Non Transferable. In case tender form is downloaded from website, separate DD (**valid for one month from the date of opening of tender**) from any nationalized / scheduled Bank of Rs 500/- in favour of **CAO , O/o CCA CG Circle Raipur is to be submitted at the time of submission of tender forms along with EMD**. Tender submitted without cost of tender form will be rejected.
- Last Date and time of receipt of tender forms : **14/ 10 / 2008 up to 14:30 Hrs**
- Date and Time for opening of Qualifying Bid: **14/ 10 /2008 at 15:00 Hrs**
- Date and time for opening of financial Bid: **To be notified later.**
- Place of opening of Bids : O/o DE (TERM) O/o The DDG (TERM) DoT Raipur as given above.
- Tenderer may deposit the tender form in the tender box kept at O/o Divisional Engineer (TERM) O/o the DDG (TERM) Raipur.
- Tender forms can also be sent up to due date and time given above by speed/ courier/ registered post to O/o Divisional Engineer (TERM) O/o the DDG (TERM) Raipur. DoT will not be responsible for any postal delay.
- Earnest Money (Bid Security) Deposit must be in the form of Demand Draft / Bankers Cheque should be drawn in favour of **CAO O/o CCA CG Circle Raipur** and should accompany the tender document.
- The DDG (TERM) Raipur reserves the right to reject any or all tenders without assigning any reasons whatsoever and he is not bound to accept the lowest tender. DDG (TERM) Raipur reserves the right to reject any application for issue of tender forms.
- Tender forms will be issued on submission of written application from DE (TERM) Raipur.
- If tenderer does not come himself then original power of attorney or authority letter on the original letter pad with attestation of the person receiving the tender document must be enclosed.
- The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

Divisional Engineer (TERM) O/o the DDG (TERM) Raipur.

Signature and Seal of the Bidder

SECTION II

BID FORM

No. DDG/CG/RYP/Tender/Upkeeping/08-09/07

Raipur dated

22/09/2008

To

**The Divisional Engineer (TERM)
O/o the DDG (TERM) Raipur CG**

Dear Sir,

Having examined the conditions of contract and specifications given in tender document, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of Up keeping Work in conformity with said conditions of contract and specifications as may be ascertained in accordance with the approved rates attached herewith and made part to the Bid.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits and terms and conditions stipulated in Bid document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Dated this day of..... (The Year)

Signature of Authorised Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

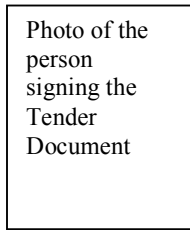
Witness.....

Address.....

Signature.....

Signature and Seal of the Bidder

SECTION III (A)
BIDDER'S PROFILE



General:

- 1. Name of the Bidder/ firm:
- 2. Name of the person submitting the Bid whose photograph is affixed
Shri/Smt.....

(In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be)

Tenderer will submit the self-attested copy of the PAN card / Election Commission I-Card / Passport of the proprietor or authorized signatory in case of proprietor is not signing the tender document. The tender is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the tender documents, with the Identity and signature proof.

- 3. Address of the firm
- 4. Telegraphic Address
- 5. Tel no. with STD code (O).....(Fax)..... (R).....
(MOB).....
- 6. Registration & incorporation particulars of the firm:
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited

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

- 7. Name of Proprietor/Partners/Directors.....
- 8. Bidder's bank, its address and his current account number
- . Permanent Income Tax member, Income Tax circle
(Please attach a copy of last income tax return)

9. Details of Technical and supervisory Staff:

- 10. Service Tax No. (if any)

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

Place:
Date:

Signature of Bidder/Authorized signatory.....
Name of the Bidder.....

Signature and Seal of the Bidder

Section- III (B) :

(See Section IV clause A.1.u)

A. CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE DEPARTMENT OF TELECOMMUNICATIONS WEBSITE.

In case the tender document is downloaded from the web site a declaration in the following Performa has to be furnished.

"I..... (Authorised signatory) hereby declare that the tender document submitted has been downloaded from the website <http://www.dot.gov.in> and no additional/deletion/correction has been made in the Performa downloaded. I also declare that I have enclosed a DD/Bankers Cheque No. Datedfor Rs..... towards the cost of tender document along with technical bid".

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

SIGNATURE OF THE BIDDER WITH SEAL

Random quality checks will be made by the purchaser on the material supplied and quality will be tested as per specification mentioned in the Tender. If the materials tested thus do not meet the specification mentioned in the Tender the supplier is liable to be blacklisted and no payment will be effected.

B. CERTIFICATE REGARDING NEAR RELATIVES

I S/O resident of hereby certify that none of my near relative(s) as defined in Section IV clause 1.o in the tender document is/are employed in DDG TERM Raipur unit of DoT. In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have absolute right to take any action as deemed fit without any prior information to me.

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

(In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company)

Signature and Seal of the Bidder

Section IV
Instruction to Bidders

INTRODUCTION:

1. DEFINITIONS

- a. **DEPARTMENT OF TELECOMMUNICATION (DoT):** The DoT means the Department of Telecommunication under the Ministry of Communications, which invites the Bids on behalf of the President of India. All references of:

DoT
Member Telecom Commission,
Advisor Telecom Commission
Sr. DDG,
DDsG.
Deputy Director General (TERM),
Directors
Divisional Engineer
Assistant Divisional Engineer,
Assistant Director Generals

Including other officers in the DoT, whatever designations assigned to them from time to time, who may be the In-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the DoT under the Ministry of Communications, Govt. of India.

- b. **The DDG (TERM)** means the Head of the DDG TERM CG Raipur Area's and his successors.
- c. **The jurisdiction of the DDG (TERM):** The jurisdiction of **the DDG (TERM)** means geographical area under his control, wherever he/she is working.
- d. **Representative of the DDG (TERM):** Representative of **the DDG (TERM)** means Officer and staff for the time being in **the DDG (TERM)** Area deputed by **the DDG (TERM)** for inspecting or supervising the work or testing etc.
- e. **Engineer – in – charge:** The Engineer – In – charge means the Officer nominated by the DoT to supervise the work, under the contract, (Minimum Divisional Engineer Level Officer).
- f. **Site Engineer:** Site Engineer shall mean an officer of the DoT who may be placed by **the DDG (TERM)** as in- charge of the work at **site** at any particular period of time.
- g. **Contract:** The term contract means, the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority for and on behalf of the DoT and the contractor, together with the document referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer In- charge and all these documents taken together shall be deemed to form on contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- h. **Contractor:** The contractor shall mean the individual, firm or company, enlisted with DoT in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- i. **Work:** The expression “**works**” shall unless there be something either in the subject or context repugnant to such construction, be construct and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- j. **Schedule(s):** Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- k. **Site:** The site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, Path or street which may be allotted or used for the purpose of carrying out the contract.

Signature and Seal of the Bidder

- l. Normal time or stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work.
 - m. Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
 - n. Excepted risk:** Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Govt. damages from aircraft, other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the DoT of the part of the work, in respect of which a certificate of completion has been issued.
 - o. Near Relative: -**
The near relatives of all DoT Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of DoT. The detailed guidelines in this regard are given in the following paragraphs: -
The near relatives for this purpose are defined as:
 - (a) Members of a Hindu Undivided family,
 - (b) They are husband and wife,
 - (c) The one is related to the other in the manner as father, mother, son (s) & son's wife (daughter-in-law), Daughter(s), & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
 - I) As per Government of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter or contract to his official superior. This clause is applicable to all DoT employees and in view of this as soon as any DoT employee becomes aware of the above aspect, he must intimate this to the prescribed authority. For non-executive employees this authority is SSA Head / Circle Head / Chief Engineer / Chief Arch. / Corporate office under whom he is posted. For executive employees (at present some of them are called as Gazetted officers) the prescribed authority for this purpose is Circle Head / Chief Engineer / Chief Archt. / Corporate office under whom he is posted.
 - ii) (a) The Company or firm or any other person is not permitted to tender for works in DoT Unit in which his near relative(s) is (are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./ Corporate Office for non executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present. The tenderer should give a certificate that none of his/ her such near relative is working in the units as defined above where he is going to apply for tender/ work. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
(b) The format of the certificate to be given is "IS/o.....r/o hereby certify that none of my relative(s) as defined in the tender document is/ are employed in DoT unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, DoT shall have the absolute right to take any action as deemed fit/without any prior intimation to me".
 - q. **"Extra work"** as used herein means any work or compliance with any requirements, other than a change, which is not. Expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarification, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.
- 2.1 **ELIGIBILITY OF BIDDERS: -** The invitation of bids is open to all registered contractors as per their eligibility mentioned in NIT, of this Bid document.
- 2.2 The Contractor must read carefully all the terms, conditions and specifications before filling up the Bid schedule and his quotation. 'Clause' No. is indicated before each 'Title'.

3. BID DOCUMENTS:

Signature and Seal of the Bidder

- 3.1. The work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

3.1.1. QUALIFYING BID:

- 3.1.1.1 Notice Inviting Tender.
- 3.1.1.2 Bid Form.
- 3.1.1.3 Bidder's Profile and certificate of near relatives
- 3.1.1.4 Instruction to Bidders.
- 3.1.1.5 General (Commercial) Conditions of the contract.
- 3.1.1.6 Special Conditions of Contract.
- 3.1.1.7 Scope of work and jurisdiction of the contract.
- 3.1.1.8 Agreement (Sample).
- 3.1.1.9 Letter of Authorisation for Attending Bid Opening.
- 3.1.1.10 List of Documents to be submitted along with the Qualifying bid.

3.1.2 FINANCIAL BID

- 3.1.2.1 Rate sheet for Work of Up keeping.
- 3.1.2.2 Financial bid containing the Price Schedule for each item has to be put into a separate cover duly sealed and marked as '**Financial offer**'.

4. QUERIES ON BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall; notify the DoT in writing or by fax or cable at the DoT's mailing address indicated in the invitation for Bids. The DoT shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by the DoT shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the DoT will form part of the bid document.

5. AMENDMENT OF BID DOCUMENTS:

- 5.1 At any time, prior to the date for submission of bids, the DoT may, for any reason whether suo-motto or in response to clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2 The amendments shall be notified in writing or by telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid documents from the DoT and these amendments will be binding on them. Same shall be uploaded on the website as mentioned in NIT. Intending bidders shall be responsible to see the amendment and submit their bid accordingly. DoT shall not be responsible for any rejection of bids due to non-compliance by the bidders for any lapse or oversight.
- 5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the DoT may, at its discretion, extend the deadline for the submission/opening of bids suitably.

6. PREPARATION OF BIDS

Both the above covers, viz. Technical Offer and Financial Offer should be put in a large cover duly wax sealed or adhesive tape with stamp and superscripted as mentioned in clause 12 & 13 of Section IV. **Bids with condition other than that of our bid document will be rejected at the time of tender opening itself.** The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or Submission of bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

6.1 Cost of Bidding:

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

7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents:

- i) Bid Security/EMD in accordance to clause no.8.
- ii) Bid document (s), in original, duly filled in and signed by Bidder or his authorized

Signature and Seal of the Bidder

Tender for Upkeeing & Houskeeping

representative along with seal on each page. All conditions and over writing must be initialed with date by the Bidder or his authorized representative.

- iii) Latest income tax return certificate.(In case of Partnership firms, the income tax return certificate of the firm will be submitted by the bidder)
- iv) The Registration of Firm: The authenticated copy of partnership deed in case of partnership firm, copy of Memorandum of Association in case of Company or Firm registration certificate.
- v) Bid Form, duly filled in, as per section II.
- vi) Bidder's profile duly filled in, as per section III of the Bid document.
- vii) Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
- viii) The copy of the experience certificate of similar work in last 2 years.
- ix) PAN/GIR No. (In case of Partnership firms, the PAN No. of the firm will be submitted by bidder)
- x) Service Tax registration No. (if, any)

8. BID SECURITY/EMD:

- 8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for the amounts shown in the NIT separately for each section. No interest shall be paid by the DoT on the bid security for any period, what so ever.
 - 8.2 The bid security is required to protect the DoT against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 8.7.
 - 8.3 Bid Security shall be paid in the form of Crossed Demand Draft/Banker's Cheque issued by; a scheduled bank, drawn in favour of **CAO o/o CCA CG Circle Raipur**, payable at **Raipur**.
 - 8.4 **A bid not secured in accordance with Paras 8.1 & 8.3 above shall be rejected by the DoT as non-responsive.**
 - 8.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the DoT.
 - 8.6 The successful bidder's bid security will compulsorily be converted to part Performance security deposit in accordance with clause 5.i Section V.
- 8.7 THE BID SECURITY SHALL BE FORFEITED:**
- i. If a bidder withdraws his bid during the periods of bid validity specified in the bid document, or
 - ii. If the bidder makes any modifications in the terms and conditions of the Bid before acceptance of the Bid, which are not acceptable to the DoT or
 - iii. If the Bidder is found to have given false/incorrect certificate in Section-III
 - iv. In case of successful bidder, if the bidder fails:
 - (i) to sign the agreement in accordance with clause 25 section iv,
 - (ii) to perform the work and tender is rescinded as per clause 10 section V

9. BID PRICES:

- 9.1 The bidder shall give the total composite price inclusive of all levies, taxes, Charges and insurance (including Service Tax). A consolidated rate should be quoted along with its breakup showing various items of charge. The tenderer has to comply the provisions of the Minimum Wages Act in respect of all the employees engaged and show proof of this in the breakup of the charges quoted by him.
- 9.2 Taxes, if any, to be paid need to be duly indicated in the bid. Otherwise no extra payments would be made for this purpose.
- 9.3 Prices shall be quoted by the bidder in schedule of rates (Financial Bid). Prices quoted at any other place shall not be considered.
- 9.4 The price 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.
- 9.5 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule or rates (financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discounts, free supply, etc. into account.
- 9.6 The Bidder shall quote in Financial Bid in English or Hindi only, both in words and figures.
- 9.7 In the case of illiterate Bidders, a witness should attest the Financial Bid. The rates quoted in words will have precedence over the rates quoted in figures. If the rates are not quoted in words,

Signature and Seal of the Bidder

that Bid is liable to be rejected.

10. PERIOD OF VALIDITY OF BIDS:

- 10.1 Bid shall remain valid for 180 days from date of opening of the bid (Qualifying Bid). **A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE DoT AS NON-RESPONSIVE.**
- 10.2 The DoT reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity **will not be permitted to modify his bid.**
- 10.3 "The Bidders shall not be entitled during this period of 180 days, without the consent in writing of Divisional Engineer, to revoke or cancel his Bid or to vary the Bid submitted or in term thereof. The acceptance of Bid shall be communicated to the successful Bidder(s) by the Divisional Engineer."

11 SIGNING OF BID:

- 11.1 The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. **(Note: The Bidder is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.)**
- 11.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case the person or persons signing the bid shall sign such corrections with date.
- 11.3 The Bidder will be bound by all terms, conditions, construction practice and specifications as detailed in this Bid Document.
- 11.4 Unsigned or partial signed Bid shall be rejected.

12.SUBMISSION OF BIDS

12. Method of preparation of bid:

- 12.1 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 (EMD)	Containing separate Bid security & cost of bid form (in case of downloaded bid form) as per clause 8 section iv.
Second	Qualifying Bid	Containing documents as per clause 7 Section iv except bid security.
Third	Financial Bid	Rates duly quoted by the Bidder in the prescribed format.

On all these envelopes the name of the firm and whether "Bid Security" OR "Qualifying" OR "Financial" a 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). **The Bids that are not submitted in above mentioned manner shall be summarily rejected.**

- 12.2 (a) All envelopes (3 inner & one outer) must bear the following on the left hand top corner side:-
Tender for Up keeping Work in DDG TERM CG Raipur.
"NOT TO OPEN BEFORE (DUE DATE OF TENDER)"
(NIT no.....)
 - (b) All envelopes (3 inner & one outer) must bear the full address of the tendering authority at the center of envelope.
 - (c) All envelopes (3 inner & one outer) must bear the full name and full address of the Bidder at the bottom right hand side corner of the envelope.
- 12.3 The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the Bid is opened.

13. SUBMISSION OF BIDS:

- 13.1 Bids should be dropped in person in the tender box placed in the office of **DE TERM O/o The DDG (TERM) Raipur** or by Registered Post/Speed Post/courier on or before the closing date and time, as mentioned in NIT. The Bidder is to insure the delivery of the bids at the correct address. The DoT shall not be held responsible for delivery of bid to the wrong address or for delayed receipt due to postal delay. The slit of the tender box will be sealed immediately after the specified

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time for receipt of Bid. Any Bid presented in person after the sealing of box will not be received by the **DE TERM O/o the DDG (TERM) Raipur** or by any of the subordinates or will not be allowed to be deposited in the tender box.

- 13.2 **Postponement of Bid opening:** Wherever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the Bidders who have purchased the Bid documents and shall be **at least one day before the original date of opening**. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put-up on published. 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.
- 13.3 The **Govt.** of India if subsequently declares date fixed for opening of bids as holiday, 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.
- 13.4 In case of tender document downloaded from the official web site www.dot.gov.in, the tenderer should submit the required cost of bid document as prescribed in the form of DD along with tender and any discrepancy found in the tender document submitted by the tenderer, the tender uploaded by the DoT will be treated as valid and any change found in the tender document submitted by the tenderer at any stage will be treated as fraud done to DoT and will be liable to cancellation of agreement done (if any) and appropriate action will be taken against the tenderer.
14. **LATE BIDS:** Bids will not be received after the specified time of closing of the Bid and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the Bidder that he should ensure timely submission of Bid.

15 **MODIFICATIONS AND WITHDRAWL OF BIDS:**

- 15.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (With Wax/Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.
- 15.2 No bid shall be modified subsequent to the deadline for submission of bids.

16. **BID OPENING AND EVALUATION:**

16.1 **OPENING OF BIDS BY THE DoT:**

- a) The DoT shall open the bids in the presence of bidders or his authorized representatives who choose to attend on due date and time. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in tender)
- b) A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- c) **The Bids shall be opened in the following manner:**
- i) The bid opening committee shall count the number of bids and assign serial number to the bids. For example, if 10 Bids have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.
- ii) The envelopes containing the Bid offer and not properly sealed, as required vide Para 12.1 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 Bid offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.
- iii) First the outer envelope containing the three envelopes is to be opened. The bid opening committee shall initial on all three envelopes with date.
- iv) Among these three envelopes, the envelopes marked "**BID SECURITY**" shall be opened first and examined.
- v) The bidders who have submitted proper bid security (& cost of bid form in separate DD in case of downloaded) as per Bid document, their "**Qualifying bid**" shall be opened and papers/documents submitted by the bidder shall be examined and recorded by; the TOC. After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.
- vi) After recording of the "Qualifying Bid" the TOC will place all the Financials bids submitted by the bidder in an envelope and will properly seal it with wax or packaging PVC tape for keeping in safe custody.

The Financial Bid shall be opened in the following manner,

- i) The envelope marked "Financial Bid," will be opened only for qualified Bids in "Qualifying bid".
- ii) The date and time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in Qualifying Bid and their representative shall be allowed to attend the financial bid opening.

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- iii) After opening the “Financial Bid” name, bid prices, modifications, bid withdrawals and such other details as the DoT, at its discretion, may consider appropriate; will be announced at the opening.
- iv) In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

17. CLARIFICATION OF BIDS BY THE DoT: To assist in examination, evaluation and comparison of bids, the DoT 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.

18. PRELIMINARY EVALUATION:

- a) DoT shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- b) 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,*
- c) Prior to the detailed evaluation, pursuant to clause 21, the DoT will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without deviations. The DoT’s determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- d) The DoT will reject a bid, determined as substantially non-responsive and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- e) The DoT may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provide such waiver does not prejudice or affect the relative ranking of the bidder.

19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

The DoT shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18. The evaluation and comparison of responsive bids shall be on the lowest rate offered and indicated in schedule of rates of the bid documents.

20. CONTACTING THE DoT:

Subject to clause 17 no bidder shall try to influence the DoT on any matter relating to its bid, from the time of bid opening till the time the contract is awarded. Any effort by the bidder to modify his bid or influence the DoT in the DoT’s bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

21. AWARD OF CONTRACT:

- a) The DoT shall consider award of contract only to those eligible bidders whose offers have been found technically and financially acceptable.
- b) Bids will be accepted and Contract will be finalised only with those of the Bidders, who in the opinion of Divisional Engineer are having the capacity and resources to execute the work assigned in the prescribed time as per the time schedule attached separately.
- c) The DDG (TERM) Raipur reserves the right to award the work in any section to a single Contractor or split the work among two or more Contractors. The decision of DDG (TERM) Raipur in this regard shall be final and binding. If the work is awarded to more than one Contractor, the demarcation of the work among the various Contractors shall be decided by DDG (TERM) Raipur and the demarcation will be communicated in writing to the concerned **Bidders**.

22. DoT’s RIGHT TO VARY QUANTUM OF WORK: The DoT, at the time of award of under the contract, reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.

23. DoT’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- 23.1 The DDG (TERM) Raipur 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 what-so-sever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the DoT’s action.
- 23.2 The tender approving authority is not bound to accept the lowest Bid.

24. ISSUE OF LETTER OF INTENT:

- 24.1 The issue of letter of intent shall constitute the intention if the DoT to enter in to the contract with the bidder. Letter of intent will be the issued as offer to the successful bidder.
- 24.2 The bidder shall within 15 days of issue of letter of intent, give his acceptance along with Performance Security as per Clause 5(i) Section – V, provided with the bid document, failing which his EMD may be

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forfeited and bid is liable to be cancelled.

25. SIGNING OF AGREEMENT:

- 25.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the Successful bidder shall be signed by the DoT with in a week of submission of Security as per clause 24.2 above.
- 25.2 As soon as the Bid is approved by the competent authority, the Bid Security deposited by the successful bidder shall be compulsorily converted in to the Performance security deposit, which will be held by the DoT till the completion of Contract Period.
- 25.3 "In the event of failure of the Bidder to sign the Agreement within seven days of being called upon to do so or in the event of his failure to start the work as stipulates the amount of Earnest Money & performance security submitted vide clause 24.2 shall stand forfeited and the acceptance of the Bid shall be re-considered and revoked which will not amount to imposing of penalty."

26. ANNULMENT OF AWARD: Failure of the successful bidder to comply with the requirement of clause 25 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid & performance security, in which event the DDG (TERM) Raipur may make the award to any other bidder at the discretion of the DoT or call for new bids.

27. Quantity : The quantities indicated in Bid schedule shall not be considered as representing firm/final quantities. All works shall be measured by DDG (TERM) Raipur or his authorized representatives. Amount payable to contractor shall be on the basis of actual work done by him at the rate approved by DoT.

28. REPRESENTATIVE OF THE DoT: -The DoT shall be represented by the DE (TERM) Raipur who will be in-charge of the works. DoT representative in works site shall be the Site Engineer or such other representative as the DDG (TERM) Raipur may from time to time designate in writing. The Site Engineer and/or his assistant or nominee shall inspect the work and materials of the Contractor. Notice given in writing by the Contractor or the Contractors representative to the Site Engineer or the Divisional Engineer shall be deemed to be Site notice be given to the DoT. Notices given in writing by the site Engineer or the Divisional Engineer shall be deemed to be notice given by the DoT to the Contractor. The Site Engineer and such other representatives as Divisional Engineer may designate in writing shall be deemed to be authorised to represent the DoT representative, as aforesaid, which is within his powers shall be binding on the Contractor.

29. REPRESENTATIVE OF CONTRACTOR: - "The Contractor shall furnish to the DoT, the scheme of his intended Organisation for the contracted work, naming his superintendent. The Contractor shall have on each site a superintendent, being authorised to represent the Contractor on his designated section work, to whom the DoT representative can make known decisions, authorisations and interpretations. The Contractor shall within ten days after the execution of the Contract/Agreement notify the DoT the name(s) and address(s) of the Superintendent along with the specimen signatures in terms of site allocations. Any change in name and address of any Superintendent notified as aforesaid shall be promptly intimated in writing to the DoT. Notices given in writing to the Superintendents shall be deemed to be notices given to the Contractor. The Contractor shall also have a Manager fully authorised to represent Contractor on matters involving more than one section of work notification in respect of whom shall like wise be given to the DoT and who shall likewise be the Contractor's representative in terms aforesaid."

30. These instructions to the Bidder shall be deemed to form part of the Agreement/Contract for the work.

(End of Section IV)

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SECTION V
GENERAL (COMMERCIAL) CONDITION OF THE CONTRACT

1.. **APPLICATION:**

The General conditions shall apply in contracts made by the DoT for the execution of Up keeping & Housekeeping Work in DDG TERM CG Raipur.

2. **STANDARDS:** -

The works to be executed under the contract shall conform to the standards prescribed practices.

3 **PRICES:**

- 3.1 Prices charged by the Contractor for the works performed under the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.
- 3.2 Prices once fixed will remain valid for the period of contract i.e. one year from the date of agreement. Increase and decrease of taxes/duties will not affect the price during this period.
- 3.3 The Bid schedule shall be read in conjunction with scope of work, instructions to Bidders and conditions of Contract and the Bidder/Contractor shall be deemed to have carefully examined all these documents. It is further understood and agreed that the Contractor by careful examination satisfied himself to the nature and the location of work, the configuration of the ground the site conditions, the character of equipments and facilities needed preliminary to and during the execution of work, the general and local conditions, the labour conditions prevailing thereof, the detailed descriptions of the work to be done and the way in which they are to be carried out within the time schedule and all other matter which can in any way affect the works under the Contract before giving his tendered rates. The specifications for the entire work are to be read together and not in isolation.

4. **SUBCONTRACTS:**

- 4.1 The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.
- 4.2 Where the Contractor is a partnership firm, the previous approval in writing of the DDG (TERM) shall be obtained before any change is made in the constitution firm. Where Contractor is an individual or a Hindu undivided family business concerns such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement hereunder the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of above Clause 4.1 thereof & the same action may be taken & the same consequence shall ensue as provided in said Clause 4.1.

5. SECURITY

(i) Performance Security

- a. The contractor shall deposit **additional security deposit in the form of Bank guarantee/FDR/DD of any schedule bank to the tune of 7.5% of estimated cost of work put to tender** at the time of agreement in addition to the sum already deposited as bid security (due to conversion of bid security to security deposit) toward work security and **shall be called performance security**.
- b. The proceeds of the performance security shall be payable to the DoT as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- c. The Performance Security deposit of the contractor shall be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and / or violation of any terms and conditions of the contract as stipulated in the bid document. Refund of SD is subject to full and final settlement of the final payment for the work contracted / executed under the contract.
- d. No interest will be paid to the contractor on the security deposit.
- e. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the DoT on any account whatsoever from this contract or any other contract with DoT and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bills of the contractor. This clause may please be read along with SET-OFF clause no. 14 Section v.

- (ii) UNCLAIMED SECURITY DEPOSIT:** Security Deposit(s) that is (are) due for refund to the Contractor/Supplier and remain unclaimed for three years after its/their refund become(s) admissible (for instance, after the contractor/supplier fulfils his contract shall be dealt with in accordance with

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the provisions contained in the rules of the DoT.

6. ISSUE OF WORK ORDERS AND TIME LIMIT:

- 6.1 The work order shall be issued so as to include all works for the Up keeping & Housekeeping work allotted to the contractor as put in the NIT.
- 6.2 **The work orders shall be issued by the Divisional Engineer in-charge** after examining details of the works to be executed.
- 6.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of DDG (TERM) Raipur.
- 6.4 The Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work.
- 6.5 The DoT reserves the right to limit modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the DDG (TERM) Raipur, the contractor is not executing the work at the required pace.
- 6.6 The Contractor shall not undertake or make any change or do any work under this contract unless he has received written instructions from Engineer-in-charge.
- 6.7 The Contractor shall not be entitled to any compensation in addition to the contract price for the performance of any work not envisaged under the contract, unless prior to the performance of such work he has received from Engineer-in-Charge written authorisation to perform such work.
- 6.8 In cases, of such of the works, where an interpolation of the rates are possible such rates shall be accepted by both the parties.
- 6.9 If the altered, additional or substituted work includes any work for which rates are not specified in the contract for the work and cannot be derived from similar class of work in the contract, then such work shall be carried out at the rate determined by the Engineer-in-charge on the basis of prevailing market rates where the work was done & this rate shall be communicated in writing.
- 6.10 If the rate for altered, additional or substituted work cannot be determined in the manner specified above, then the Contractor shall within seven days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which in his intention to charge for such class of work supported by analysis of the rate or rates claimed, and the Engineer-in-charge shall determined rates on the basis of prevailing market price & pay the Contractor accordingly. However, the Engineer-in-charge by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry out it in such manner, as he may consider advisable.
- 6.10.1 All the works mention under section 6.7 to 6.10 above shall have approval of DDG (TERM) Raipur and shall not exceed 5% of the estimated cost.
- 6.11 Any extra quantity of work already awarded will not come within the scope of 'Extra work'.
- 6.12 It is stressed that the Contractor shall not resort to stoppage of work pending an agreement of rates for extra work.

7. EXTENSION OF THE TIME LIMIT:

7.1 General

- 7.1.1 In each work order, the work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.
- 7.1.2 In as much as “the time being deemed to be the essence of contract”, throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

8. PAYMENT TERMS:

8.1 Procedure for Preparation and settlement of bills:

- 8.1.1 All items of work involved in the work order shall be completed in all respects before preferring the bills for the work. The provision of running bill has been made to make it easy for the contractor to manage his cash flow and to complete the work systematically and meaningfully in a shortest possible time. All intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of due performance of contract or any part thereof in any respect or accruing of any claim, nor shall, to conclude, determine or affect in any way the powers of the DDG (TERM) under these conditions or any of them as to the final settlement & adjustments of accounts or otherwise or in any other way vary or affect the contract. The procedure for preparation of running and final bills is enumerated as under: -

8.1.1.1 Procedure for preparation, processing and payment of running bills:

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The contractor shall prepare the running bills in triplicate ensuring execution part work in its Completeness as envisaged above, correctness of rates and quantum of work and submit the bills to D.E. in-charge of work. The bills shall be prepared accurately and as per work order. D.E. in-charge shall record the certificate on the running bill. The running bills with the documents as mentioned below to the Divisional Engineer, in-charge of work.

- First copy of bill (Payable Copy)**
- Second copy of bill (Not for payment)**
- Third copy of the bill with first copy of attendant sheet (Not For Payment)**
- Wage sheet duly signed by the DE/ADE in charge**
- EPF contribution paid challan of the last month**

- 8.1.1.2 Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates of the bills. The Divisional Engineer shall retain the third copy in record it in the file maintained in his office and send first and second copies with all documents to relevant higher office for processing of bills and release of payment.
- 8.1.1.3 The office cell dealing with this bills in TERM section shall process the bill in the concern file of the concerned work and scrutinize the bills vis-à-vis work order issued sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the bill. Against any running bill, payment to the extent of only 90% shall be made which shall be treated as an advance to the contractor. Statutory taxes (Income Tax etc.) as applicable to contract shall be deducted at the time of payment from each running bill. Account payee cheque for the amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount, if the bills are not pre-receipted details of payment of all the bills shall be entered into contract's ledger by Work Section of the TERM Cell.
- 8.1.2.1 **Procedure for preparation, processing and payment of final bill.** The contractor shall prepare the final bill Containing the following details:
- The bill for all the quantities as per work order of the approved rates
 - Adjustment of amount received against running bills
 - Adjustment of performance security deposit and statutory taxes already recovered
 - Wage sheet duly signed by the SDE in charge
 - EPF contribution paid challan of the last month
- 8.1.2.2 The official dealing with bills shall process the bill in the concern file of the concerned work and scrutinize the bill vis-à-vis work order issued, sanctioned provisions in the estimate etc. The official shall also scrutinize the bill to recover all the liabilities of the contractor and statutory taxes besides 7.5% payments against security deposit. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the final bill.
- 8.1.2.3 The DoT will pay service tax to those bidders who produce the documentary proof in token of having been registered with excise department.

9. PENALTY CLAUSE:

In the event of the contractor failing to:

- (i) Observe or perform any of the conditions of the work as set out herein; or
 - (ii) Execute the work in good manner and to the satisfaction of the DDG TERM
- a) It shall be lawful for the DDG TERM, in its discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that the contractor is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require, any work executed otherwise than in good and workman-like manner. In both or either of these events aforesaid, the contractor has to make such arrangements as he may think fit for the reproduction of the work in lieu of that so rejected or removed.
- b) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, DDG TERM may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contract or from the security deposit or may be demanded of him to be paid within seven days to the credit of the DDG TERM
- c) In the event of discovery of any error or defect due to the fault of the contractor, the contractor shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the DDG TERM. In the event of the delivery of any defective work, which owing to any reason cannot be wholly rejected, the DDG TERM shall have the power to deduct from any payment due to the contractor such sum, as he may deem expedient
- d) In the event of a work being wholly rejected, the DDG TERM may at his discretion either.
- (I) Permit the contractor to re -do the same within such time as he may specify at contractor's own cost, or
 - (ii) Arrange to get the additional work done elsewhere and by any other person or from any other source

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than the contractor in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub clause (b) of this clause.

The powers of the DDG TERM under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause above.

- a) Since the work being awarded to the contractor is of important nature the time schedule must be adhered to failing which Penalty for delay will be imposed which will be recovered in the manner stated as under
- 9.1 Penalty will be applicable in case of delay of work either in total or in any piece apart in accordance with the schedule of construction work given amount of delay will be calculated on contract already agreed in original program, unless revised by the Telecom authority.
- 9.2 A amount of delay penalty will be calculated at **1.5 times per day productivity of that particular portion** of the work which has been delayed multiplied by number of days delayed, this will be irrespective of whether the services from the part work have been availed or utilized.
- 9.3 In view of exigency of work, if it is considered necessary to carry out the work by some other means or to assign the work to some other parties due to failure on the part of the contractor, 10 days time will be given to the contractor to correct or complete the work failing which the work can be got done by other means at the cost of the contractor.
- 9.4 Penalty also will be applicable for defective workmanship not corrected within the specified time.

10.Termination for Insolvency:

- 10.1.1 The DoT may at any time terminate the Contract by giving written notice to the Contractor, without compensation to contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the DoT.

10.2 Optional Termination by DoT (Other than due default of the contractor):

The DoT may, at any time, at its option cancel and terminate this contract by written notice to the contractor short close the tender without any compensation to the contractor. Contractor shall be paid for the work, which has been actually completed upto the date of such action by DoT.

- 10.2.1 In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work /operations concerned to the DoT or as the DoT may direct.
- 10.2.2 The DoT may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such item without any compensation what so ever to the contractor.
- 10.2.3 the action of the Divisional Engineer as per the above sub-clauses shall not be construed as Breach of the contract.

10.3 Issuance of Notice

- 10.3.1 The Divisional Engineer 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 Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority, which had accepted the contract.
- 10.3.2 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:
 - a) During the periods of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the DoT.
 - b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.
 - c) No new construction beneficial to the contractor shall be allowed.
- 10.3.3 Adequate DoT security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.
- 10.3.4 "Any notice order or other communication sought to be served on the Contractor with reference to the contract shall without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post to the office of Contractor at site or to the Contractor's

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head-office, while any notice or order or communications by the contractor to be served on Divisional Engineer with reference to the contracts shall be valid if same is served/delivered by hand or through registered post to the office of Divisional Engineer at his head quarters."

11. INDEMNITIES:

- 11.1 The contractor shall at all times hold the DoT 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 the DoT, its officers and employees and forthwith upon demand and without protect or demur to pay to the DoT any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity of security which the DoT 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 , other legal proceedings. 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 documents. In addition, the contractor shall reimburse the DoT or pay to the DoT 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 DoT arising out of or incidental to or in connection with the operation covered by the contractor.
- 11.2 The contractor shall at his own cost at the Dot's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the DoT.

12. FORCE MAJEURE:

- 12.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event a may come to an end or cease to exist, and the decision of the DoT as to whether the work have seen 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.
- 12.2 Provided also that if the contract is terminated under this clause, the DoT shall be at liberty to take over from the contractor at a price to be fixed by the DoT, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the DoT may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the DoT elect to retain.

13. ARBITRATION:

- 13.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the DDG TERM Raipur or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the DDG TERM Raipur or by whatever designation such officers may be called (herein after referred to as the said officer) and if the DDG Raipur or the said officer is unable or unwilling to act as such to the sole arbitrator or some other person appointed by the DDG Raipur , or the said officer, The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is DoT Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as DoT Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred of vacating his office or being unable to act for any reasons whatsoever such DDG or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 13.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the

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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.

- 13.3 The venue of the arbitration proceeding shall be the Office of the DDG Raipur or such other Places as the arbitrator may decide. The following procedure shall be followed:
- 13.3.1 in case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 13.3.2 there should not be a joint submission with the contractor to the sole Arbitrator.
- 13.3.3 each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 13.3.4 the onus of establishing his claims will be left to the contractor.
- 13.3.5 once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 13.3.6 the “points of defense” will be based on actual conditions of the contract.
- 13.3.7 The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual.
- 13.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defense”.
- 13.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

14. 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 the DoT or the govt. or any other person or persons contracting through the “Govt. of India and set off the same against any claim of the DoT or Govt. or such other person or persons of payment of a sum of money arising out of this contract made by the Contractor with DoT or Govt. or such other person or persons contraction through govt. of India.

(End of Section V)

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SECTION VI
SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

- 1.1 The contracting firm / agency / Company shall be registered with appropriate authorities.
- 1.2 Services shall be from 0900 to 1800 hrs on Monday to Friday with a lunch break. The 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 actual bus fare for services outside office premises.
- 1.3 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 contracted works. TERM Cell will have no liability in these regard at any stage.
- 1.4 For all intent and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower deployed for contractual services.

1.5 TECHNICAL REQUIREMENTS

TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM / AGENCY

The tendering manpower Company / Firm / Agency should fulfill the following technical specifications:

- a) The Registered Office or one of the Branch Offices of the manpower Company / Firm / Agencies should be located either in Raipur or in Chhattisgarh.
- b) The manpower Company / Firm / Agency should be registered with the appropriate registration authority;
- c) The Company / Firm / Agency should have at least two years experience in providing manpower to Public Sector Companies / Banks and Government Departments etc;
- d) The Company / Firm / Agency should have its own Bank Account; / Firm / Agency should be registered with Income Tax and Service Tax departments;
- e) The Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. **(Please see clause 13 Section VI)**

TECHNICAL REQUIREMENTS FOR MANPOWER

- a) She / he should be able to read and write Hindi and also be able to read addresses and names in English. The nature of services shall include carrying out all the functions generally performed in the Government Offices by attendants and such other duties as may be assigned to him/her. The manpower to be engaged should be between 18-40 years in age.
 - b) His / her antecedents should have been got verified by the agency from the local police authorities
- 1.6 The contract shall be for a period of one year from the date of acceptance of the offer.
 - 1.7 DDG TERM, at present, has requirement of workload equivalent to 2 manpower's (one unskilled and one semi skilled). The requirement of the TERM cell may further increase or decrease during the period of initial contract also and the tender would have to provide additional Attendants, if required on the same terms and conditions.
 - 1.8 The tenderer will be bound by the details furnished by him / her to this office, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
 - 1.9 The contracting agency shall ensure that the manpower deployed in TERM cell conforms to the technical specifications of age and language skills prescribed in the Tender Document.
 - 1.10 The contracting Company / Firm / Agency shall furnish the following documents in respect of the individual Attendants who will be deployed by it in this Department before the commencement of work:
 - a. List of Attendants short listed by agency for deployment in the TERM Cell full details i.e. date of birth, marital status, address etc;
 - b. Bio-data of the persons.
 - 1.11 In case, the person employed by the successful Company / Firm / Agency commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence and security risks, the successful Company / Firm / Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the TERM cell within 2 days of being brought to their notice.
 - 1.12 The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the TERM cell.

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- 1.13 The agency shall depute a co-coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the TERM Cell so that optimal services of the persons deployed by the agency could be availed without any disruption.
- 1.14 The selected agency 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 @ given in penalty clauses from the service providing agency, besides deduction in payment on pro-rata basis.
- 1.15 This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 1.16 The manpower deployed by the contractor shall not have any claims of Master and Servant relationship vis a vis TERM Cell nor have any principal and agent relationship with or against the TERM Cell.
- 1.17 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 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 in the regular/ otherwise capacity in the TERM cell. The Contractor should make it known the above to the manpower of the contractor.
- 1.18 The contractor shall be solely responsible for redress of grievances/resolution of dispute relating to the manpower deployed.
- 1.19 The contractor shall 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 or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the DDG (TERM).
- 1.20 Conduct:**
- (i) The personnel employed by the contractor should be courteous and polite in behavior towards all the try amine officers and the TERM cell establishment. The personnel will be bound to observe all instructions issued by TERM cell authority concerning general discipline and behavior.
 - (ii) Equipment like TV, A/C in rooms etc. Should not be used by the contractor or his personnel.
 - (iii) The penalty clause will apply if the personnel engaged are found/ reported to be demanding tips in cash/ kind. This may also lead to cancellation of contract.
 - (iv) The contractor will ensure that the personnel employed are not loitering in the corridors chewing pan or smoking. The personnel shall not indulge in playing cards, consuming liquor or narcotics or indulging in gossip with any outsider while on duty within the premises of TERM cell.
 - (v) The personnel should leave the campus immediately after completion of their job on the campus.
 - (vi) If any employee's work is not satisfactory, the matter will be reported to the contractor and the contractor shall not deploy such personnel.
 - (vii) The personnel will abstain from taking part in any staff union and association activities.
- 1.21 Theft:**
- The contractor shall be responsible for any theft of the items from the rooms or any other area of the office. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of DoT authorities on this will be final and binding on the contractor.
- 1.22 Payments:**
- (i) If for any reason work is done for only a part of the month, payment will be made on pro – rata basis for the number of days work has been per formed assuming 30 days in a month. This is without prejudice to the penalty to be imposed for contractual defaults.
 - (ii) 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.
- 1.23 Deductions:**
- (i) In case the contractor fails to execute/ perform the assigned works or a part thereof, DoT shall be authorized to make suitable deductions as deemed fit by DDG from the bills of the contractor and damages will be charged to the extent of loss.
 - (ii) In case of any unsatisfactory service deduction upto 10% of the amount due during the month will be imposed on the Contractor.
 - (iii) In case of late attendance/ absence during working hours/ loitering during working hours by any personnel, the DDG reserves the right of reduction of any amount from the bills payable.
- 1.24 Provision for termination/ Extension**
- The contract will remain valid for one year or the period specified in the letter communicating the accept trance, whichever is earlier, unless terminated earlier by the DDG TERM. The period of contract

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can be extended for a further period of one year at the discretion of the DDG TERM. After expiry of the extended period the contract will automatically come to an end and no separate notice will be given.

- 1.25 Payment shall be made only to the contractor and on monthly lump sum basis as per actual service.
- 1.26 DE shall accept the work only after satisfactory completion certificate in charge, designated by the DoT, as per prescribed schedule.
- 1.27 The DoT reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the DoT.
- 1.28 The DoT reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 1.29 The DoT reserves the right to counter offers price(s) against price(s) quoted by any bidder.
- 1.30 Any clarification issued by DoT, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 1.31 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Divisional Engineer-In-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.32 If at any time after the commencement of the work, the DoT may feel that execution of whole or part of work, as specified in the Bid is not required to be carried out, then the DoT shall give notice in writing or the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated
- 1.33 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the DoT shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any Govt promissory notes etc., forming the whole or part of such security or running/Final bill pending against any contract with the DoT, In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with DoT. Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to DoT on demand the balance remaining due.
- 1.34 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering department or any other department of the Govt. of India is allowed to work as a contractor for a period of two years after his retirement from Govt./DoT service without the previous permission of Govt of India. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such person who hadn't obtained the permission of Govt. of India as aforesaid before submission of the engagement in the contractor's service as the case may be. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature from the DoT/Govt. for his illegal act.
- 1.35 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation or having received order or other order insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, The DDG (TERM) shall have the power to terminate the contract with out any notice.
- 1.36 With out prejudice to any of the rights or remedies under this contract, if the contractor dies, the DDG (TERM) on behalf of the DoT can terminate the contract without compensation to the contractor. However the DDG (TERM), at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of the DDG (TERM) shall be the final.
- 1.37 In the event of the contractor, winding up his company on account of transfer of merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

(iii) **Interpretation of the contract document:** -

- a. The representative of the DDG (TERM) and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred to the DDG (TERM) whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto.

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It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

- b. The Contractor shall be an independent Contractor and shall have complete charge of the men/women engaged in the performance of the works to be performed hereunder and shall perform the work in accordance with this own methods and at his own risk subject to compliance with contract documents. The Contractor shall through out the stipulated period of the contract execute the work in the best and most substantial workman like manner and both as regards material and otherwise in respect, in strict accordance with the contract document or such additional particulars, instructions and drawings as may be found requisite to be given during carrying on of the works any unit person or any one not capable or not properly qualified to properly perform the work assigned to him. The Contractor shall also not employ in respect of the works any employee that the Divisional Engineer/Site Engineer may for any reason object to.

3. Notification:

- 3.1 The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory of necessary in connection with the commencement, suspension, resumption, performance and /or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and contractor shall keep all proper persons or authorities involved and advised of the progress of operations through out the performance of the work and/or with such other information and/or supporting figure and data as may from time to time as directed or required.

3.2 Shut down on account of weather conditions: -

- 3.2.1 The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the DoT or deemed advisable on account of bad weather conditions or other Force majored conditions.

3.2.2 **Any lapse in the proper fulfillment of contract along with various terms and conditions shall result in forfeiture of the security deposit and disqualifications or in case of any theft / loss / fraud the amount will be recovered from the Contractor monthly Payment Bill or from the security deposit amount.**

- 3.2.3 To complete the work in the stipulated period, the work can be allotted to more that one party for each part of the work in city area under DDG. Raipur.

- 3.2.4 The work has to be carried out is accordance with the time and work schedule given by DDG Raipur or his representative on week basis without causing any delay. Delay penalty on prorata basis for the number of days delay caused will be imposed. If delay is so inordinate that it is not acceptable then the DDG. Raipur will have the right to get it done from other sources at Contractors risk and cost without any further notice.

4. TAXES AND DUTIES:

Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the DoT from and against the same or any default by the contractor in the payment thereof.

5. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.

The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

6. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

7.0 WORKMEN'S COMPENSATION:

- 7.1 In every case in which by virtue of provisions of Section 12, Sub-section (i) of the Workmen's Compensation Act, 1923 DoT is obliged to pay compensation to a workman employed by the Contractor, in execution of the works. DoT will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the DoT under Section 12, Sub-section (ii) of the said ACT, DoT shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DoT to Contractor whether under Section -12, Sub-section (i) of the said Act, except on the written request of the Contractor and upon his giving to DoT full

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security for all costs for which DoT might become liable in consequence of contesting such claim.

7.2 Obtaining License before commencement of work:

- (a) The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.
- (b) Subject to the provisions of the Contract Labour (Abolition and Regulation Act, 1970) as amended from time to time, the contractor shall not commence actual work unless he produces a receipt from the concerned Licensing Authority that he has applied for licensing authority, which may be produced within the period of 15 days of commencing the work.

7.2.1 Contractors Labour Regulations:

- a) Working Hours :Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- b) When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- c) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- d) Where the minimum wages prescribed by the Govt, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- e) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

7.2.2 Display of Notice Regarding Wages Etc.

The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in “English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wages periods, dates of payments of wages and other relevant information.

7.2.3 Payment of Wages.

- 7.2.3.1 The contractor shall fix wages periods in respect of which wages shall be payable.
- 7.2.3.2 No wage period shall exceed one month.
- 7.2.3.3 The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- 7.2.3.4 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 7.2.3.5 All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hour of the last working day.
- 7.2.3.6 Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- 7.2.3.7 All wages shall be paid in current coin or currency or in both.
- 7.2.3.8 Wages shall be paid without any deductions of any kind except those specified by the Central Govt. by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- 7.2.3.9 A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- 7.2.3.10 It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site

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Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the palace and time of the disbursement of wages by the contractor to workmen.

- 7.2.3.11 The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll”, as the case may be, in the following form: -

“Certified that the amount shown in the column No..... has been paid to the workman concerned in my presence on..... at.....

7.2.4 Fines and deductions, which may be made from wages

- 7.2.4.1 The wages of a worker shall be paid to him without any deduction of any kind except the following: -

- (a) Fines
- (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- (d) Deductions for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- (e) Any other deductions, which the Central Govt./DoT may from time to time, allow.

- 7.2.4.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

- 7.2.4.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

- 7.2.4.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

8. Labour records

- 8.1 The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour (R&A) Central Rules 1971

- 8.2 The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under contract in form XVI of the CL (R&A) Rules 1971.

- 8.3 The contractor shall maintain a Wages Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971.

- 8.4 **Register of accidents** – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars: -

- a. Full Particulars of the labourers who met with accident.
- b. Rate of wages.
- c. Sex
- d. Age
- e. Nature of accident and cause of accident
- f. Time and date of accident
- g. Date and time when admitted in hospital
- h. Date of discharge from the hospital
- i. Period of treatment and result of treatment
- j. Percentage of loss of earning capacity and disability as assessed by Medical officer.
- k. Claim required to be paid under Workmen’s Compensation Act.
- l. Date of payment of compensation
- m. Amount paid with details of the person to whom the same was paid
- n. Authority by whom the compensation was assessed
- o. Remarks.

- 8.5 The contractor shall maintain a Register of fines in the form XII of the CL (R&A) Rules 1971 The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission of which fines can be imposed.

- 8.6 The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971.

- 8.7 The contractors shall maintain a Register of Advances in Form XXIII of CL (R&A) Rules 1971.

- 8.8 The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971.

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8.1.1 Attendance card-cum wage slip

8.1.1.1 The contractor shall issue an Attendance card cum wage slip to each workman employed by him.

8.1.1.2 The card shall be valid for each wage period.

8.1.1.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

8.1.1.4 The card shall remain in possession of the worker during the wages period under reference.

8.1.1.5 The contractor shall complete the wages slip portion on the reverse of the card a least a day prior to the disbursement of wages in respect of the wage period under reference.

8.1.1.6 The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

8.1.2 Employment card

The contractor shall issue an Employment Card in the Form XIV of CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker.

8.1.3 Service certificate

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the CL (R&A) Central Rules 1971.

8.1.4 **Preservation of labour records:-** The labour records and records of fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or an other officers authorized by the Ministry of Communication in this behalf.

8.1.5 The Engineer-in-Charge may require contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

8.2 Power of labour officer to make investigations or enquiry

The labour officer or any person authorized by the Govt. on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wages clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

8.3 Report of Investigating officer and action thereon

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extend, if any to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the laborers concerned. The Engineer in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer of the authorized officer as the case may be.

8.4 Inspection of Books And Slips

The contractor shall allow inspection of all the prescribed labour records to any oh his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Govt. on his behalf.

8.5 Submission of Returns

The contractor shall submit periodical returns as may be specified from time to time.

8.6. Amendments

The Govt. may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.

9.0 INSURANCE: -

9.1 Without limiting any of his other obligating or liabilities, the contractor shall, at his won expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the DoT from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the DoT may suffer or incur with respect to end/or incidental to the same. The contractor shall have to furnish originals and/or attested copies as required by the DoT of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the DoT may require.

10.0 COMPLIANCE WITH LAWS AND REGULATION:

Signature and Seal of the Bidder

Tender for Upkeeing & Houskeeping

During the performance of the works the contractors shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Govt., Govt. agency or DoT, municipal board, department of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to whome any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the DoT harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

11. TOOLS AND PLANTS

The contractor shall provide at his own cost all tools, Items, appliances etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time.

12. REGISTRATION WITH EPF/RPF COMMISSIONER

12.1 The successful/prospective bidders will have to furnish documentary evidence that they are registered with EPF/RPF Commissioner. They will also furnish an, undertaking that within seven days of the close of every month they will submit to DoT a statement showing the recoveries of contributions in the respect of employees with Certificate that the same have been deposited with RPF Commissioner.

12.2 Each claim Bill of contractors must accompany the

- i) List showing the details of labourers/employees engaged.
- ii) Duration of their engagement,
- iii) The amount of wages paid to such employees / employees for the duration in question
- iv) Amount of EPF contributions (both employer's & employees contribution) for the duration of engagement in question, paid to the EPF Authorities,
- v) Copies of authenticated documents of payments of such contribution to EPF authorities and
- vi) A declaration from the contractors regarding compliance of the conditions of EPF Act 1952.

13. The successful bidder shall submit the EPF Registration certificate of the Firm within one month from the date of acceptance of tender as applicable under the appropriate law.

14. The successful bidder shall submit the Labour licenses certificate of the Firm within one month from the date of acceptance of tender/ 15 days from date of commencement of work as applicable under the appropriate law.

(End of Section VI)

Signature and Seal of the Bidder

SECTION VII

Specification & Scope of Work of Upkeeping & Housekeeping Work:-

1. The job is for the upkeeping & housekeeping work of office and campus of DDG TERM CG Raipur manned as per the instruction of the DDG TERM Raipur.
2. Upkeeping & house keeping work will be done as per the instruction of DE TERM Raipur and as per the Govt. standard.
3. Work mostly includes upkeeping work in office includes file maintenance, file movement, cleaning, washing and maintenance work etc. as per details given below.

Part-I (For Unskilled worker)

- i) Opening and closing of the office. Switching on/off all electrical points.
- ii) Cleaning of the Officers Chambers, Office Building where staff sitting daily and to remove the dust & west material from the officer's chambers & Offices Building (Carpet Area Also) of exchanges building in DDG TERM CG Raipur.
- iii) The up keeping work includes the dusting works also i.e. The cleaning and dusting of all chairs and tables kept in a offices and officer chambers etc. daily.
- iv) Cleaning of all Wall Fans and Switch Boards etc hang in the office Building / Inspection Quarter of in DDG TERM CG Raipur twice in a month.
- v) The contractor must use the MOP for Upkeeping Work.
- vi) Cleaning of Wall Net of Officers Chambers, Office Building fortnightly in o/o DDG TERM CG Raipur.
- vii) Movement and maintenance of files in the office.
- viii) Attending the calls of the officers viz. bringing & serving tea/water, etc.
- ix) Sitting arrangement at the time of meeting etc.

Part-II (For Semi skilled worker)

- i) To assist the office in maintenance of the files.
- ii) To assist the officers in checking and arranging the records and files.
- iii) To assist office in receipt and dispatch of dak in the office of DDG and to & from office of CCA and other offices.
- iv) To carry out postal dispatch to post offices/courier etc.
- v) Assisting the office in maintenance work like photocopying, faxing, meeting arrangements etc.
- vi) Assisting the office in local purchasing work etc.

Signature and Seal of the Bidder

SECTION – VIII
AGREEMENT

The agreement made on this..... day of (month).....(year)..... between M/S Herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the other in after referred to as the DoT, of other part.

Where as the contractor has offered to enter into contract with the said DoT in section for the execution of work of Up Keeping and other associated works in DDG TERM CG Raipur jurisdiction) on the terms and conditions herein contained and the rates approved by the DoT (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

1. The contractor shall, during the period of this contact that is to say from (Date) to (Date)..... or completion of work for Rs..... (In words) whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to supplied by him to his labour at his own expensed, all other associated works as descried in Bid documents (annexed to the agreement), when the DDG (TERM) Raipur or any other persons authorized by the DDG (TERM) Raipur in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be give during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
3. The contractor shall also supply the requisite number of workmen with means & materials as wee as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
4. The contractor hereby declares that nobody connected with or in the employment of the Department of Telecommunications is not/shall not ever be admitted as partner in the contract.
5. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the DoT having bearing on execution of work and payments of work to be done under the contract.

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

Above written:

presence of.

Witness: 1.

Signed sealed & Delivered by
the above named Contractor in the

2.

Signed & Delivered on behalf of the DoT by the

Witness : 1.

2.

Signature and Seal of the Bidder

SECTION IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender NIT Number _____

Subject: Authorisation for attending bid opening on _____ (date) in the tender of

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

Order of Preference	Name	Specimen Signatures
---------------------	------	---------------------

I

II

Alternate Representative

Signatures of bidder
or
Officer authorized to sign the bid Documents on behalf of the bidder.

No.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 recovered.

SECTION – X

LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH QUALIFYING BID

The tendered will have to submit the following documents/deposits with the Technical Bid. Any bid not accompanying the below mentioned documents/deposits will be liable to be rejected;

1. Bid Security in accordance to clause no.8.
2. Bid document (s), in original, duly filled in and signed by Bidder or his authorized representative along with seal on each page. All conditions and over writing must be initialed with date by the Bidder or his authorized representative.
3. Latest income tax return certificate.
4. The Registration of Firm: The authenticated copy of partnership deed in case of partnership firm, copy of Memorandum of Association in case of Company.
5. Bid Form, duly filled in, as per section II.
6. Bidder's profile duly filled in, as per section III of the Bid document.
7. Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
8. The copy of the experience certificate of similar work in last 3 years.
9. PAN/GIR No. (In case of Partnership firms, the PAN No. of the firm will be submitted by bidder).
10. Service Tax registration No, (If any).

Signature of contractor with seal.

Signature and Seal of the Bidder

**GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATION
DEPARTMENT OF TELECOMMUNICATIONS**

BID DOCUMENT

**TENDER FOR
THE UPKEEPING AND
HOUSEKEEPING WORK**

(FINANCIAL BID)

NAME OF THE TENDERER.....

**OFFICE OF THE DEPUTY DIRECTOR GENERAL
(Telecom Enforcement, Resources & Monitoring) Chhattisgarh RAIPUR**

Section XI
Rates Sheet

(Financial Bid for Upkeeping and Housekeeping Work in office of DDG TERM CG Raipur)

To

The DE TERM O/o The DDG (TERM) Raipur

Subject: Our Financial Bid for Upkeeping & House keeping Works o/o DDG TERM Raipur.

Ref: DDG/CG/RYP/Tender/Upkeeping/08-09/07 Raipur dated 22/09/2008

Dear Sir,

Having examined the Bid documents, terms and conditions stipulated therein, specifications of work etc., we the under signed offer to execute the Up keeping& House Keeping Works in conformity with the said specifications and conditions of contract at rates quoted

SNo	Type	Consolidated rate per month for the work inclusive of all kinds of taxes (including Service tax if payable), duties, levies, cess etc. In Rs.
1.	Un Skilled worker	In Figure In Word
2.	Semi Skilled Worker	In Figure In Word

(Please indicate how the above rate was arrived at in Annexure-I)

Note:

1. The rates quoted are inclusive of all statutory/taxation liabilities in force at the time of submission of bid.

Note: These are fixed rates and no variation shall be acceptable from these rates.

Date.....
Place.....

Signature & Seal of the Tenderer
Name.....

Signature and Seal of the Bidder

ANNEXURE-I

S.NO.	Component of Rate	For Unskilled Worker (in Rs.)	For Semiskilled Worker (in Rs.)
1	Monthly Rate (As per Minimum Wages Act) as applicable for Raipur		
2	Employees Provident Fund contribution as applicable		
3	Employees State Insurance contribution as applicable		
4	Service Tax liability as applicable		
5.a	Any other liabilities (Please name)		
5.b			
6	Contractors Admen./Service charge		
	Total		