



GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMUNICATIONS
O/O CONTROLLER OF COMMUNICATION ACCOUNTS,
7st Floor, P&T Administrative Building, Khanpur, AHMEDABAD -380 001

BID DOCUMENT

TENDER DOCUMENT

FOR

Providing manpower for (i) House Keeping Job & (ii) Watchman(Without Arms)

FOR

O/o CONTROLLER OF COMMUNICATION ACCOUNTS
GUJARAT TELECOM. CIRCLE (AHMEDABAD)

Tender No: CCA/GUJ/Outsource/Manpower/2014-15 Dated: 30-12-2014

Visit us at www.dot.gov.in OR www.ccagujarat.gov.in

Total Pages-35

Price Rs. 500/-

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NOTICE INVITING TENDER FOR OPEN TENDER

Sealed Tenders are invited on behalf of the President of India from the eligible vendors/contractors for providing services of (i) Up Keeping and House Keeping Job VIZ moving files/Dak/Papers, attending officers, sweeping, cleaning care taking and (ii) Watchman Service (without arms) in the O/o Controller of Communication Accounts, Gujarat Circle, Ahmedabad.

The schedule of activity is as follows:

SN	Activity Description	Time Schedule
1	Tender No.	CCA/GUJ/Outsource/Manpower/2014-15 Dated: 30-12-2014
2	Estimated value of tender	Approx. Rs . 12,00,000/-
3	Cost of Bid Document	Rs.500/-
4	Sale of Tender Documents	11.00Hrs to 14.00 Hrs on all working days from 31-12-2014 to 23-01-2015
5	Time and last date of depositing tender / Bid	14:30 Hours of 23-01-2015
6	Time and Date of Opening of Tender / Bid	15:00 Hours of 23-01-2015
7	Amount of EMD to be deposited	Rs.30,000/-
8	Duration of contract	One year from the date of award of contract, with possibility for extension up to one year.
9	Validity of tender offer	90 days from the date of Opening of Tender

Tender document can be obtained from Sr. A O (Admn), O/o CCA, Gujarat Circle, Ahmedabad after paying cost of bid document through DD in favour of AO (Cash) O/o CCA Gujarat payable at Ahmedabad. Tender document can also be downloaded from the website www.dot.gov.in. The cost of the tender document in the form of DD in favour of AO(Cash), O/o CCA Gujarat payable at Ahmedabad is to be **enclosed with the bid along with requisite Bid security (EMD) and other documents, failing which the tender will be out rightly rejected.** The DD of cost of tender form and DD of Earnest money should bear the date after the date of NIT.

The interested Companies/ Firms/ Agencies may put the tender document completed in all respect with all necessary documents (**As mentioned in clause 21 of section II**) along with Earnest Money Deposit (EMD) of Rs. Rs.30,000/- up to 1430 hours on 23-01-2015 in the Tender Box kept in o/o CCA, Gujarat Circle, Ahmedabad 7th Floor, P&T Admin Building, Khanpur, Ahmedabad(Guj) – 380001. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

Controller of Communication Accounts
Gujarat Telecom. Circle, Ahmedabad

Copy to:

- Notice Board at the P&T Admin Building / Telephone Bhavan / WTR Building /Vastrapur building
- On DOT Website www.dot.gov.in
- Our website www.ccagujarat.gov.in

SECTION I

CHECK LIST FOR BIDDERS

SN	Documents	Yes/No/(N/A)
1.	Cost of Tender documents (Rs. 500/-). DD No. Amt. Date	
2.	EMD DD No. Amt. Date	
3.	Whether all the Pages are seal and signed & properly tagged with all documents?	
4.	Technical Bid (Bidder's Details as per Section-VII)	
5.	Whether Self Attested copy of Registration of the firm is attached?	
6.	Self Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable.	
7.	Self Attested copy of latest Income Tax return.	
8.	Self Attested copy of PAN card/GIR/TAN Card	
9.	Self Attested copy of Service Tax certificate.	
10.	Self Attested copy of EPF certificate.	
11.	Self Attested copy of ESI certificate.	
12.	Self Attested copy of Experience certificate (Minimum one year of similar nature of work).	
13.	Declaration regarding no relative working in DOT on Rs. 100/- Stamp Paper & notarized (Section-VIII)	
14.	Letter of Authorization for attending tendering process, in original(if applicable) (Section-IX)	
15.	Declaration towards Non – Tampering of tender document. (Section-X)	
16.	Declaration about Blacklisted/Non-Blacklisted company Rs. 100/- stamp paper & notarized (Section-XI)	
17.	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.	
18.	Whether documents submitted as per Clause 21 of Section-II	
19.	Financial Bid Envelope	

SECTION-II

GENERAL INSTRUCTIONS

1. The tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his quotation.
2. In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organisation. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at Ahmedabad only.
3. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
4. It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.
5. Any tenderer participating in this tender should make sure that he will be able to carry out the work as per the terms & conditions mentioned in the contract.
6. It is implied that the tenderer has obtained all necessary information's directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract.
7. The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
8. The tenderers who are confident of executing the contract in time by employing the required resources, manpower and materials should only participate in this tender offer.
9. The tender schedule shall be read in conjunction with Specifications, General Instructions, Special Terms and Conditions, Conditions of Contract and Additional Conditions. If discrepancies are found between general condition and special condition, special conditions prevails up on general conditions. The tenderer shall be deemed to have carefully examined all these documents. **It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.**
10. The quantities indicated in tender may increase maximum by 1 (One) in each category or may decrease to 0 (zero). Tender value will be proportionate to quantities increased / decreased .

11. SUBMISSION OF BIDS

The tenders should be submitted in wax sealed covers superscripted "**Tender for Outsourcing of (i) Housekeeping jobs and (ii) Watchmen (without arms) to CCA, Gujarat Ahmedabad**". The tender should be addressed to the A.O. (Admin) O/o CCA Ahmedabad and should be deposited in the tender box placed in the O/o CCA, Ahmedabad.

Method of preparation of bid

- a) Bid for each tender should be submitted in two sealed envelopes placed inside a main sealed envelope. The envelopes inside the main envelope should contain the following:

Envelope	Marked on the cover	Contents of Envelope
First	Technical Bid	Should contain EMD, cost of tender form and documents as per clause 21 of Section II.
Second	Financial Bid	Rates duly quoted by the tenderer in the prescribed format in Section XIII.

On all these envelopes the name of the firm and whether “Technical” OR “Financial” bid must be clearly mentioned and should be properly sealed, seal means wax sealed or sealed with PVC tape/ Adhesive tape, the document should not be sealed merely with gum or stapler pin. These envelopes are to be placed inside an outer envelope and properly sealed as mentioned above. The tenders which are not submitted in above mentioned manner shall be summarily rejected

- b) The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- c) **Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected.** No modification by the contractor in any of the conditions will be permitted after the tender is opened.

Note: - The “Financial Bid” of only qualified tenders will be opened at a later date. Date, time & venue of opening of Financial Bid will be intimated to qualified bidders accordingly.

12. LATE BIDS:

Tenders will not be accepted after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

13. The tenderer shall quote the rate in English or Hindi only, both in words and figures only in the manner as specified for every mentioned item separately. In case of discrepancies, figure in the word will be considered final.
14. In the case of illiterate tenderers, a witness should attest the tendered rate. The rates quoted in words will have Precedence over the rates quoted in figures.
15. All corrections, additions and alterations in the entries and tender papers will be signed in full by the tenderer with date. No errors or overwriting shall be permissible unless signed by the tenderer with date.
16. The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses; in case of the authorized representative signs it in that behalf shall accompany the tender, **“Power of Attorney” in original must be submitted.** In case of the partnership firm, Self Attested true copy of the **partnership deed must be submitted** along with the tender. Similarly in case of company the Self Attested copy of **Memorandum of Article & Association.**
17. The tenderer shall certify and sign on each and every page of tender document at the bottom left hand corner and also will sign wherever required in the tender document as his acceptance of each term and conditions of the contract.
18. Earnest Money shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of the **AO (Cash) O/o CCA Ahmedabad** payable at Ahmedabad as mentioned in the notice inviting tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
19. Interest shall NOT be payable on the Earnest Money deposit.

20. The **Earnest Money of the successful tenderer will be adjusted towards security deposit** and of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, **normally within six months** from the date of opening of tenders.
21. **The following documents must be submitted by the bidder with technical bid.**
- a) Performa for bidder's details as per **section VII**.
 - b) Bid Security & cost of tender document in the form of DD in favour of **AO (Cash) O/o CCA Ahmedabad** payable at Ahmedabad. DD should bear the date after the date of NIT.
 - c) Tender document(s), in **original duly filled in and signed** by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialled with date by the tenderer or his authorized representative.
 - d) The contracting firm/ agency/ company should be registered with appropriate authorities/including Labour deptt. and Self Attested copy of **registration** may be attached.
 - e) Original "**Power of Attorney**" in case person other than the tenderer has signed the tender documents.
 - f) **Certificate on Rs.100/- stamp paper notarized**, regarding **no near relative** is working in CCA, Gujarat as per **section VIII**.
 - g) **Certificate on Rs100/- stamp paper notarized**, regarding **Blacklisting and Non-Blacklisting** of firm/company/agency as per **section XI**.
 - h) Self Attested copy of **Service Tax Registration** certificate issued by competent authority.
 - i) Self Attested copy of **EPF and ESI registration** with competent authority.
 - j) Self Attested Copy of **PAN/GIR/TAN Card**.
 - k) Self Attested Copy of **experience certificate** of at least one year of continuous Experience during the last five years in CPSU/Nationalised BANKS/GOVERNMENT DEPARTMENT (Central/State) of similar works as described in Section V.
 - l) **Income Tax Return** of F.Y. 2013-14
 - m) Declaration towards **Non – tampering of tender document**.
 - n) Self Attested copy of **Partnership Deed or proprietorship deed / Memorandum of Association / Articles** as applicable.
22. **REJECTION OF TENDERS**
- The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:
- a) If the requisite Earnest Money Deposit is not deposited.
 - b) If the tender is **not duly signed**, or **not found proper or complete** to the satisfaction of CCA in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
 - c) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
 - d) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
 - e) Without assigning any reason thereof.
 - f) **If any of the documents mentioned in clause 21 of Section –II are not submitted or are not self attested.**

23. The tender submitted by tenderer will remain valid for acceptance for a period of **90 (Ninety) days** from the date of opening of the tender. Tenderer shall not be entitled during this period of Ninety days, without the consent in writing of CCA to revoke or cancel his tender or to vary the tender submitted or in term thereof. The CCA shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if requested by the CCA in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the CCA in writing.
24. Tender will be accepted and Contract will be finalized only with those of the tenderer(s), who in the opinion of CCA shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.
25. The CCA reserves the right to award the contract or part thereof to **one or more tenderers** whose rate may not necessarily be the lowest. The decision of CCA Ahmedabad in this regard shall be final and binding.

26. SIGNING OF THE CONTRACT AGREEMENT

- The successful Tenderer shall be required to execute an Agreement **within 10(Ten) working days** of being called upon on a **non-judicial stamp paper of Rs. 100/-** at his own cost and in the form annexed hereto to the effect that the tenderer and CCA are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document. Any change in the amount of stamp paper for agreement in future shall be borne by the tenderer / contractor.
27. The CCA reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of CCA under this clause shall not construe the breach of contract.

FORFEITURE OF EARNEST MONEY

28. In the event of failure of the tenderer to **execute the Agreement** or failure to remit the required security deposit **within seven working days** of being called upon to do so, the amount of **Earnest Money shall stand forfeited**. The acceptance of the tender will be re-considered or revoked or cancelled at the discretion of CCA which will not amount to imposing of penalty.
29. Any clarifications on details of the contract can be obtained from Sr.AO O/o CCA Gujarat Circle, Ahmedabad, before the date specified for opening of the tender.
30. **Any attempt to negotiate** directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavours to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected and action to black-list the tenderer will be taken by the competent authority.
31. **No Gazetted Officer employed in DoT** is allowed to work as a contractor for a period of two years of his retirement. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained permission of Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service as the case may be, and any security deposit, earnest money deposit and any other bills due for payment shall stand forfeited forthwith. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature, from the CCA for his illegal act.
32. CCA assumes no responsibility whatever for any **oral understandings or representations** made by any of its officers or agents or servants prior to the execution of the contract.

33. No communication from the tenderer in the form of any clarification or information/document lost sight of in the original tender etc. will be given any consideration, unless any such clarification has been sought for by the CCA.
34. CCA reserves the right to **postpone the date of opening** of tender or to **cancel the tender notice** without assigning any reasons thereof. Any request from tenderers to postpone or to change date of opening of the tender due to any reason, whatsoever, will not be considered.
35. **CCA is not bound to accept the lowest tender** and reserves absolute right to reject any or all tenders without assigning any reason thereof.
36. The tender form and Document shall be non-transferable.
37. These instructions to the Tenderer shall be deemed to form part of the Agreement/Contract for the work.
38. The tender will be in force for a period of **One Year** commencing from the date of execution of agreement. **The CCA, Ahmedabad may extend the period of contract for up to one year from the date of its expiry on the same rates, terms and conditions. Similarly, the CCA Ahmedabad can also reduce the period of contract which shall be binding on the contractor.**
39. In case the date of opening of tender is declared a holiday, the tender will be opened on the next working day.

SECTION-III

SPECIAL TERMS AND CONDITIONS

1. The tenderers are at liberty to be present or authorize not more than **one representative** to be present at the time of opening of tenders.
2. The tenderer signing the tender should specify clearly whether he is signing as:-
 - i. Sole Proprietor
 - ii. Partner
 - iii. Under the power of attorney or
 - iv. Director /Manager/Secretary etc.

As the case may be copies of documents authorizing the signatory to sign the tender on behalf of such companies, firms and person should be attached with the tender.

3. If any tender is withdrawn before the expiry of validity and after the acceptance of the tender, the Earnest Money of the tenderer will be forfeited.
4. Successful tenderer is to execute an agreement in the proper form (as per Section-XIV) on a **stamp of Rs. 100/-** the cost of which will be borne by the tenderer himself within stipulated time. Such agreement must conform to terms of NIT and such other condition in the tender offer as may be agreed upon by CCA, Ahmedabad.
5. **INFERIOR QUALITY OF WORK: -**

For inferior quality or incorrect execution of work, the in-charge of work will be empowered to deduct from bills **10% amount of Work Order** in addition to excess payment made to rectify/reconstruct or replace any defective work. No payment will be made for such execution.
6. If the work is not performed by any or all the manpower on any day/days in a month, **deduction shall be made proportionately (per day & per person basis) from the bills of the contractor and a penalty @ Rs. 500/- per working day shall** be imposed.
7. The accountability and responsibility for the data will be with the contractor.
8. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
9. CCA, Ahmedabad does not bind himself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties. He can also reduce or extend the period of contract without assigning any reason.
10. Acceptance of the tender will be communicated by an **Acceptance Note or Letter of Intent**.
11. The CCA, Ahmedabad will not be liable to pay any **interest on the Earnest Money or Security Deposit Money**. If the **successful tenderer withdraws tender before formal approval** after tender or after contract fails to comply with any of the terms and conditions act out above, the CCA, Ahmedabad **reserve the right's to forfeit Earnest Money /Security Deposit**.
12. Rate for outsourcing of (i) housekeeping job and other services for day to day running of office and (ii) Watchman services to Controller of Communication Accounts, Ahmedabad should be quoted clearly in the financial bid (Section XIII). In financial bid, the **contractor is not required to quote the minimum wages**. The minimum wage will be payable as per Dy. Chief Labour Commissioner (Central), Ahmedabad rate for (i) Housekeeping Services (Unskilled) and (ii) Employment in watch and ward (without arms) revised from time to time. **The contractor needs to quote only the**

service charge to be claimed by contractor. The lowest bidder is to be evaluated on the service charge only. There may be different lowest bidders for different categories. The contractor will be required to pay **minimum wages**. Contractor is also liable to pay minimum wage revised from time to time as per Dy. Chief Labour Commissioner (Central), Ahmedabad Rate.

13. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc. as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any) as per actual along with the monthly bill on producing the original receipts of depositing EPF, ESI & services, **Service Tax will be reimbursed as per the Notification issued by Ministry of Finance, Government of India from time to time.**
14. The manpower engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim of employment or any other matter on the DoT.
15. Service shall be on **Monday to Saturday – 48 Hrs** in 6 day's week with a lunch break of ½ hour. The contractor may be called upon for the services on Sunday or Gazetted holidays also, if required, on payment of proportionate wages as applicable to deployed persons and no extra administrative charges to the contractor.
16. The contractor 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 this office and **utmost secrecy and confidentiality must be maintained.**
17. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.
18. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower Operator so employed and deployed in this office. **The manpower deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o CCA, Ahmedabad, Department of Telecommunications.**
19. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
20. The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.

21. Minimum Eligibility criteria for bidder:

The following documents must be submitted along with tender document, any tenderer submitting bid without documents those specified below, is liable to be summarily rejected.

1. Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and Self Attested copy of **registration** may be attached.
2. Bidder must have **Service tax registration certificate** issued by competent authority.
3. Bidder should have **EPF and ESI registration** with competent authority.
4. Bidder must have **PAN/TAN/GIR card.**
5. Bidder should have at least one year of **continuous Experience** during the last five years in CPSU/Nationalised BANKS/GOVERNMENT DEPARTMENT (Central/State) of similar

works of other services for day to day running of office and housekeeping as described in Section V.

6. Bidder should have **Income Tax Return of F.Y. 2013-14**
7. Certificate of **“No near relative”** of the bidder firm/company be working/employed in Department of Telecommunication, Gujarat to be executed on Rs.100/- Stamp paper & Self Attested by Public Notary/Executive Magistrate by the bidder.
8. Certificate of **“BLACKLISTING & NON-BLACKLISTING ”** of bidder firm/company to be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder.
9. Declaration towards **Non – tampering of tender document.**
10. Self Attested copy of **Partnership Deed or proprietorship deed / Memorandum of Association / Articles** as applicable.
11. Bidders profile dully **filled & signed as per section VII.**
12. All the tender document **pages are sealed and signed.**
13. Original **“Power of Attorney”** in case person other than the tenderer has signed the tender documents.

22 Duties & responsibilities of the Agency in r/o Watchmen

- The agency should provide a whistle, torch and lathi to the Watchman on duty.
- If it is found that any property of the office is lost/damages due to the negligence of connivance of the Watchmen the same shall be made good on the depreciated value of property damaged/lost from the security agencies bill.

The agency shall furnish the names and addressed of all the staff posted in the premises of the office.
- The agency shall submit a monthly report of compliance and happening in the premises to Accounts Officer (Admin)/Deputy Controller of Communication Accounts (Admin) O/o CCA, Gujarat.
- The agency shall be fully responsible for payment of wages, other dues and compliance of all labour laws applicable to them.
- The contractor shall ensure that all persons employed by him shall be efficient, honest and conversant with their nature of work.
- The agency shall be responsible for compliance of relevant laws.

SECTION-IV

CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1. The CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between DoT and the CONTRACTOR together with the documents referred to therein including TENDER NOTICE, GENERAL INSTRUCTIONS, GENERAL CONDITIONS, CONDITIONS OF CONTRACT, ADDITIONAL CONDITIONS, TENDER SCHEDULE, instructions issued from time to time by the Competent Telecom Authority and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

1.2. In the CONTRACT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them :

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

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

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

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

The "DoT" means the Department of Telecommunications, and its successors.

The "COMPETENT TELECOM AUTHORITY" means the CCA Ahmedabad.

1.3. All references of: -

DoT / CCA/ACCA/Sr.AO/AO/AAO

in various clauses shall mean the Officers in their respective Grades/Groups employed in the DoT, by whatever designations are assigned to them from time to time and who may be in-charge of direction, execution, supervision, testing, acceptance, maintenance of claims, etc. from time to time and includes their successors in office.

Words imparting the singular number include the plural number and vice-versa.

2. INTERPRETATION OF THE CONTRACT DOCUMENT

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

3. VALIDITY PERIOD OF RATE

The rates quoted should be firm and valid for minimum **Three Months** from date of submission of bid up to the validity of contract agreement after finalization of tender for all work order without any change.

4. TAXES AND DUTIES

Contractor shall pay **all 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 Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the DoT from and against the same or any default by the Contractor in the payment thereof.

5. Deleted.

6. NOTIFICATION BY CONTRACTOR

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

7. QUALITY OF WORK

The CCA Gujarat, Ahmedabad shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Competent Telecom Authority and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Competent Telecom Authority has the right to prohibit the use of men/women and any tools, materials or equipment's which in his opinion do not produce work or performance meeting the requirement of the Contract Documents.

8. GUARANTEE

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

9. INSURANCE

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

10. INDEMNITIES

The Contractor shall at all times hold the DoT harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the DoT, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the DoT may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse the DoT or pay to the DoT forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the DoT arising out of or incidental to or in connection with the operation covered by the contract. The Contractor shall at his own cost at the DoT's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the DoT.

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

12. INSOLVENCY OR DEATH OF CONTRACTOR

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

13. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, CCA Ahmadabad shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

14. SUB-CONTRACTS

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

15. CCA Ahmedabad reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to the DoT in terms hereof and for the due fulfilment of the contracted works.
16. Contractor shall give the list of candidates with full details including EPF No. etc for selection of Casual Labours/ Watchmen from which CCA shall have right to choose the person from the list supplied.
17. The contractor shall indemnify, and save harmless the DoT from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (Inclusive between attorney and client) and charges and expenses that the DoT may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be.
18. If contractor without written approval of CCA Ahmedabad, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, the CCA Ahmedabad shall have power to adopt any of the courses specified in clause- (30); clause- (31) as he may deem fit in the interest of DoT and in the event of any of these courses being adopted the consequences specified in the said clause- (30); clause- (31) shall ensue.
19. Where the Contractor is a partnership firm, the previous approval in writing of the CCA Ahmedabad shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of clause- (18) hereof and the same action may be taken, and the same consequence shall ensue as provided in the said clause-(18)

20. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION

Obtaining license before commencement of work:

The contractor shall obtain a valid labour license as per requirement under the contract labour(R & A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules1971 before commencement of the work. The contractor shall also abide by the provisions of the Child labour (prohibition and regulation) Act 1986. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

21. CONTRACTORS LABOUR REGULATIONS:

Working hours

- 21.1. 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.
- 21.2. When manpower 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.
- 21.3. Every manpower shall be given a weekly holiday normally on Sunday, in accordance with the provision of minimum wages(Central) rules 1960, as amended from time to time, irrespective of whether such manpower is governed by the minimum wages act or not. Where the minimum wages prescribed by the Government, under the minimum wages act, are not inclusive of the wages for the weekly day of rest, the manpower shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days. Where a contractor is permitted by the officer to allow a manpower to work on a normal week holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such manpower for the work performed on the normal weekly holiday at the overtime rate.

22. PAYMENT OF WAGES

- 22.1. The Contractor shall fix wage periods in respect of which wages shall be payable.
- 22.2. No wage period shall exceed one month.
- 22.3. The wages of every person employed as contractual 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.
- 22.4. Where the employment of any manpower is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 22.5. 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 hours of the last working day.
- 22.6. Wages due for individual manpower shall be paid to him direct or the other person authorized by him in this behalf.
- 22.7. All wages shall be paid by cash and/or cheque.
- 22.8. Wages shall be paid without any deductions of any kind except those specified by the central government by general or special order in this behalf or permissible under the payment of wages act 1956.
- 22.9. It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site engineer or any other authorized representative of the office who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- 22.10. Each claim bill of the contractor must accompany details of labourers/employees engaged, duration of their **engagement/wage register /amount of wages paid/amount of EPF/ESI contributions** and declaration from the contractor regarding compliance of the condition of EPF Act 1952.
- 22.11. **The contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day(s) after 6 days (effective 48 hours of work in case of 6**

Days week) and national holidays, PF, ESI etc. and the documentary proof of EPF, ESI, Service Tax etc. has to be attached along with every monthly bill.

23. LABOUR RECORDS

- 23.1. 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 and **same shall be submitted along with monthly bills to be submitted by contractor.**
- 23.2. 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.
- 23.3. The contractor shall maintain a **Wage Register** in respect of all work men employed by him on the work under contract in form XVII of the CL (R & a) Rules 1971.
- 23.4. The manpower deployed by the contractor for providing the services to do specific work will have no claim whatsoever for absorption in DoT later on.
- 23.5. 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 for which fines can be imposed.
- 23.6. The contractor shall maintain a **Register of deductions for damage or loss** in from XX of the CL(R & A) Rules 1971.
- 23.7. The contractor shall maintain a **Register of Overtime** in from XXIII of the CL(R & A) rules 1971.

24. Inspection of Books and Slips.

The contractor shall allow inspection of all the prescribed labour records to any of his manpower or to his agent at a convenient time and place after due notice is received or to the labour officer or any other person, authorized by the Central Government on his behalf 52 Submission of Returns. The contractor shall submit periodical return as may be specified from time to time.

25. INSURANCE: Deleted

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26. COMPLIANCE WITH LAWS AND REGULATION

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

agrees as to undertake to save and hold the CCA, harmless and indemnified from and against and all penalties ,actions ,suits, losses and damages, claims and demands and costs (inclusive between attorney and client)charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, rules, regulations, laws and order and provisions as aforesaid.

27. FORCE MAJEURE: -

- 27.1. 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 (hereinafter referred to as events) provided notice of happening 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 claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the DoT as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.
- 27.2. Provided also that if the contract is terminated under this clause, the CCA shall be at liberty to take over from the contractor at a price to be fixed by the CCA which shall be final, all un-used, un-damaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the CCA elect to retain.

28. BREACH OF CONTRACT

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

29. The CCA, Ahmedabad may without prejudice to his right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:
- If the Contractor having been given by the Competent Telecom Authority a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper workmen like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Competent Telecom Authority (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.

- If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- If the contractor commits breach of any of the terms and conditions of this contract.
- If contractor commits any act mentioned in clause- (23)
- If contractor commits any fraud with the DoT, or any fraudulent motive is detected in his action.
- If contractor demands undue charges not stipulated in this contract.

30. When the Contractor has made himself liable for action under clause- (31), the CCA Ahmedabad on behalf of the DoT shall have powers:

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

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

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

31. In any case in which any of the powers conferred upon the CCA Ahmedabad by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise hereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be

exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.

32. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

- 32.1. The C.C.A., Ahmedabad may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.
- 32.2. The C.C.A., Ahmedabad may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.
- 32.3. If at any time after the commencement of the work the C.C.A., Ahmedabad shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Competent Telecom Authority shall give notice in writing of 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 from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

33. PAYMENTS

- 33.1. Payment will be made on submission of proof of payment made to the person employed for House Keeping/Watchman and all relevant statutory authority.
- 33.2. The Contractor shall submit bills in the office of C.C.A., Ahmedabad for the executed work completed in all respects to the A O incharge of the section. The bills will be submitted in **DUPLICATE** and in the manner and form that may be prescribed by the Competent Telecom Authority. Account payee cheque for amounts passed in the bill will be issued only after the Contractor gives a **stamped receipt for the amount unless the bills are pre- receipted**. Payments will be made only by Account payee cheques. The Competent Telecom Authority will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.
- 33.3. **Income Tax and such other Taxes applicable** from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill.
- 33.4. The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made fully after the C.C.A., Ahmedabad is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account. Unless there are specific reasons, **all accounts are expected to be settled within a period of six months from the date of completion of the work** in all respects.
- 33.5. Contractor shall pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work. Such expenditure shall be intimated to Contractor either by C.C.A., Ahmedabad or concerned third parties in writing. If contractor fails to pay to the concerned third parties such amount within fifteen days from the date of notice, the Competent Telecom Authority shall recover such amount from the contractor and will make the payment to concerned third parties at the risk and cost of the contractor.
- 33.6. **The contractor shall not be justified in abandoning the contract because the CCA, Ahmedabad has delayed making payment(s) in respect of other work being done for the CCA by the Contractor.**
- 33.7. The final bill shall be submitted by the Contractor within one month of the date of completion of work or of the date of the certificate of completion furnished by the C.C.A., Ahmedabad.

34. SECURITY DEPOSIT

- 34.1. **Earnest Money Deposit** Rs 30,000/- **(2.5% of the estimated cost of work)** deposited at the time of submission of the tender, will be converted into Security Deposit on the acceptance of the tender.
- 34.2. The successful tenderer will have to deposit a **Performance Security Deposit of 10% of the contract value i.e. Rs. 1,20,000/-** (rounded off to next higher multiple of 10 including BID EMD of Rs.30,000/- at the time of signing of agreement within 10 working days of the issue of the letter of intent. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Accounts Officer (Cash) o/o CCA, payable at Ahmedabad, Department of Telecommunications or Fixed Deposit Receipt (FDR) from a Scheduled Bank made in the name of the Company / Firm / Agency but hypothecated to the Accounts Officer (Cash) o/o CCA, payable at Ahmedabad. The performance security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier.
- 34.3. Security Deposit shall **not bear any interest for any period whatsoever**, and therefore, Interest shall not be payable by the DoT on the Security Deposit or on amounts payable to the Contractor under the contract.
- 34.4. **Security Deposit/PBG shall be liable for appropriation / adjustment against any liquidated damages for delayed execution.** If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the CCA, Ahmedabad to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor .
- 34.5. The Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.
- 34.6. 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/PBG or from any sum which may be due or may become due to the contractor by the DOT on any account whatsoever 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, they said balance in full shall be collected from the bills of the contractor.
- 34.7. If the contractor duly performs and completes the contracts in all respects, the DoT shall refund the Security Deposit/PBG to the Contractor after deducting all costs and other expenses that the DoT may have incurred for making good any loss due to any action attributable to the contractor.
- 34.8. **Security Deposit/PBG will be refundable only after full settlement of final bill for the works contracted/executed under the contract and on submission of NOC from the A O Concerned.**

35. DISPUTES AND ARBITRATION

- 35.1. In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitration of the CCA Ahmedabad or in case his designation is changed or its 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 CCA Ahmedabad or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the CCA Ahmedabad or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the CCA Ahmedabad 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 a DOT employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOT employee 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 or vacating his office or being unable to act for any reasons whatsoever such CCA Ahmedabad 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. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the office of CCA, Gujarat Circle at Ahmedabad or such other places as the arbitrator may decide.

- 35.2. According to Article 119, Limitation Act, 1963, (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the 'date of service of the notice of the filing of the award'. The expression "date of notice" means not only a formal intimation but also an informal one. The notice can be given orally also. When a signed copy of the award is given to the party and his signature taken as a token of such receipt, this shall amount to a notice and the time for filing an application under Article 119 (a), Limitation Act, 1963 would run from that date.

SECTION-V

JOB SPECIFICATION & JOB DESCRIPTION

JOB SPECIFICATION:-

- 1 The unskilled manpower should be able to read & write Hindi and also be able to read addresses & names in English and must be able to demonstrate literacy and numeracy skills. It is essential that the post holder must be able to receive and understand both written and verbal instruction, and shall be able to undertake, plan and progress a series of tasks without supervision. It is desirable that the post holder has previous housekeeping experience in an office, school or similar environment.
- 2 The manpower to be engaged for (i) House Keeping job and (ii) Watchman Service (without arms) should **not** be below 18 years of age
- 3 His/her antecedents should have been got verified by the agency from the local police authorities.
- 4 The area occupied by this office is approx. 6600 Sq. Fts.

JOB DESCRIPTION:-

a) Housekeeping

- i. Opening and closing of office.
- ii. Regular sweeping/cleaning and dusting of furniture, room, office equipment, office corridor etc. so as to maintain general cleanliness and hygiene in office and movement of files with in the office.
- iii. Making arrangements for tea, coffee, water etc. during the meetings and routinely to the officers of CCA Gujarat and other official visitors/representatives.
- iv. Regular sweeping and cleaning of office premises.
- v. Any other work of House Keeping nature assigned by the Officer incharge.

b) Office Up-keep

- i. Photocopying, making sets of reports and other general office documents.
- ii. Dispatch and delivery of official letters by messenger, ordinary post and registered post.
- iii. Distribution of office dak & files of general nature among the officers.
- iv. Any other miscellaneous work assigned by the officer in charge

c) Duties and responsibilities of the Watchman

The personnel supplied ought to be polite but firm, disciplined, physically fit and alert, smartly dressed in uniform. To attend to complaints of visitors, check, control and restrict entries to Staff/Workers/Authorised personnel of organisation and other by valid passes or searching if required and movement of vehicles and incoming/outgoing materials and timekeeping. Maintain strict security of men, material and premises and maintain dairy to note all important events/happening, information received to the management. Entirely responsible for theft of easily movable open items, such as bathroom fitting, fans, telephone instruments, Computer systems, Fire fighting systems, etc.

- I. The Watchman on duty shall maintain proper register of all guests coming to meet Officers of this office.
- II. Not to leave the place of duty under any circumstances until and unless properly relieved. Should keep and sign accordingly in handing/taking over register.

- III.** Prevent misuse of Electricity and water and maintain necessary log book.
- IV.** In case of fire, the Watchmen on duty will immediately alert A.O. (Admin)/ Deputy Controller of Communication Accounts (Admin) and inform the nearest fire station and assist fire fighting operation.
- V.** The Watchmen on duty must watch that there is not unidentified /unclaimed/suspicious object/persons in the premises, and if found, to be immediately brought to the notice of A.O. (Admin) / Deputy Controller of Communication Accounts (Admin)
- VI.** Watchman should wear identity card with photo duly attested by the contractor.

SECTION-VI

SCHEDULE OF TIME (WORKING HOURS) AND SCHEDULE OF REQUIREMENTS

SN	Type	Equivalent to	Tentative Numbers required
1	House Keeping services/ Job	Unskilled	3
2	Watchman (without arms)	Unskilled	3

Note:

- (i) Service shall be from Monday to Saturday-48 Hrs in 6 day's week with lunch break of ½ Hours.
- (ii) The contractor may be called upon for the services on Sunday or on Gazetted holidays, if required, on payment of proportionate wages as applicable to deployed persons and no extra administrative charges to the contractor .
- (iii) It will be discretion of this office to engage the services of Casual Labour / Watchman as per the requirement generated in CCA Office.

SECTION – VII

TECHNICAL BID (BIDDER'S DETAILS)

(To be enclosed in a separate sealed envelope)

For providing manpower for(i) Housekeeping job and (ii) Watchman (without arms) in O/o CCA, Gujarat Telecom Circle, Ahmedabad.

1.	Name of Tendering Company/ Firm / Agency(Attach certificate of registration)	
2.	Name of proprietor / Director of Company/Firm/agency	
3.	Full Address of Reg. Office with Telephone No., FAX No. &E-Mail	
4.	Full address of Operating/Branch Office with Telephone No., FAX No. & E-Mail	
5.	PAN / GIR/TAN No (Attach Self Attested copy)	
6.	Service Tax Registration No. (Attach Self Attested copy)	
7.	E.P.F. Registration No. (Attach Self Attested copy)	
8.	E.S.I. Registration No (Attach Self Attested copy)	

- 9 Self-Attested copy of experience certificate / certificates issued by the competent authority for the satisfactory work carried out in outsourcing Office up keeping & Housekeeping or job of similar nature to Central Government/State Government/ Public Sector/ Banks during last five years. The summary of that can be tabulated in the given format in chronological order

Sr. No.	Details of client along with Address, Telephone and FAX Numbers	Amount Contract (Rs. In Lacs)	Experience certificate for the period from and to	
			From	To
1				
2				
3				
4				
5				

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

- 10 Details of Bid security (EMD): DD No _____ dated _____ Amt. Rs. _____ drawn on Bank _____ and proof of payment of Rs. 500/- towards cost of tender.
- 11 All pages to be born seal and signed and tagged with all documents
- 12 Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal:

SECTION-VIII

PERFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN THE OFFICE OF CCA, GUJARAT

(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I S/O Sh.....

.....R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in Department of Telecommunications, Gujarat (CCA Gujarat) as per detail given below. 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.

Signature of the tenderer with seal*

The near relative (s) means:

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

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors). 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 persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal*

SECTION IX
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(Must be submitted to O/o CCA, AHMEDABAD on or before date of bid opening)

To,
CCA Gujarat Circle,
Ahmedabad

Sub: Authorisation for attending bid opening on _____ (date) in the
Tender of _____

Following person is authorised to attend the bid opening for the tender mentioned above on
behalf of _____ (Bidder).

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

(Maximum one representative will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorisation as prescribed above is not received.)

SECTION X

DECLARATION FOR NON TAMPERING OF TENDER DOCUMENT

I / We /Proprietor/ Partner(s)/ Director(s) of M/s -----,
hereby declare that I / We have not tampered the tender document issued vide TENDER
No: CCA/GUJ/Outsource/Manpower/2014-15Dated: 16-12-2014 which is downloaded from
the website **www.dot.gov.in**.

Signature -----

Name -----

Name & address of the firm: -----

SECTION XI

**DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING
FROM TAKING PART IN GOVT.TENDER BY DOT/GOVT. DEPT**

(To be executed on Rs.100/- Stamp paper &attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.----- has not been blacklisted or debarred in the past by DOT or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.----- was blacklisted or debarred by DOT, or any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o CCA Gujarat Circle AHMEDABAD, and EMD/SD shall be forfeited.

In addition to the above O/o CCA Gujarat AHMEDABAD, will not be responsible to pay the bills for any completed / partially completed work.

Signature -----

Name -----

Capacity in which as signed: -----

Name & address of the firm: -----

**Seal of the firm should be
Affixed.**

Date:

Signature of Bidder with seal.

SECTION XII

PRE RECEIPTFOR REFUND OF EARNEST MONEY

Received with thanks from Accounts Officer, O/o CCA, GUJARAT Telecom Circle, Ahmedabad a sum of Rs. ----- /- (Rs -----) only, towards refund of Earnest Money Deposit paid in respect of Tender for (i) House Keeping Job and (ii) Watchman Service (without arms) in O/o CCA Gujarat Circle Ahmedabad.

Tender No: CCA/GUJ/Outsource/Manpower/2014-15 Dated: 16-12-2014

Date:

Signature of Bidder

(On one rupee revenue stamp)

Place:

(Note: Earnest Money will be returned to unsuccessful Bidder only after finalization/completion Of the tender)

Name & Address: _____

SECTION-XIII

FINANCIAL BID(To be enclosed in separate sealed envelope)

Financial Bid for outsourcing of (i) the **housekeeping services** (equivalent to unskilled worker) and **other services for day to day running of office** and (ii) **Watchman (without arms) services** for CCA, Gujarat Ahmedabad, DoT. Only the service charge is **required to be quoted per month per manpower (Unskilled)**.

- Name of tendering Company / Firm / Agency:
- Details of Earnest Money Deposit :Rs. _____
- D.D. / P.O. detail: (No. Date& Drawn on Bank) :

The Component of rated per employee shall comprise of statutory payments and liabilities as

Applicable on date and revised from time to time as under

Sl. No	Component of Rates	HOUSE KEEPING JOB	WATCHMAN
1	Monthly rate /Minimum wage (unskilled category) (As per MWA 1948 applicable in central sphere)The manpower deployed by the agency shall be required to work normally as per this office working days i.e. Monday to Saturday - 48 Hrs in 6 days week, with lunch break of ½ hour. will be admissible as per rule. Actual time will be fixed as per requirement of this office. The manpower also be called upon to performed duties on Sunday and other Gazetted holidays, if required on payment of proportionate wages as applicable to deployed persons and no extra administrative charges to the contractor.	Not to be quoted	Not to be quoted
2	Employees Provident Fund @ % of 1 above.	Not to be quoted	Not to be quoted
3	Employees State Insurance @ % of 1 above.	Not to be quoted	Not to be quoted
4	Service Tax liability @ % of	Not to be quoted	Not to be quoted

It shall be presumed that each of the tenderer shall be liable to make payment to the contract employees as per The above statutory liabilities and claim the same from the Department. The incident of above statutory payment shall be as applicable from time to time by the competent Labor Commissioner and the tendere need not quote against the same.

Administrative Charges: - The tenderers shall be required to quote only administrative charges (i.e. not to Quote 1 to 4 above as they are statutorily fixed) per contract employee which shall be the deciding parameters for awarding of contract

Administrative Charges (In words and figure)	To be quoted
--	--------------

Date

Signature & Seal of the Tenderer

Place

Name.....

Notes: The payment shall be made on conclusion of the calendar month only on the basis of duties Perform by each manpower during the month

SECTION – XIV

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 Controller of Communication Accounts Gujarat Circle, AHMEDABAD, 7th Floor, P&T Admin Building, Khanpur, Ahmedabad
(GUJARAT) – 380001, herein after referred to as the DoT, of other part.

Whereas the contractor has offered to enter into contract with the said DoT for providing of three unskilled & three
Watchmen(without arms) manpower workload per day in the O/o CCA Gujarat AHMEDABAD on the terms and conditions
herein contained and the rates approved by the CCA Gujarat AHMEDABAD(At the rates Rs. ----- per month
inclusive of all taxes, levies, duties and cess etc. for each type of manpower 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.

It is hereby agreed and declared by and between the parties to these presents as follows.

1. The contractor shall, during the period of this contact that is to say from (Date) To (Date)..... or completion of
work for Rs. (In words) whichever is earlier or until this contract shall be
determined by such notice as is hereinafter mentioned, safely carryout, by means of manpower employed at his own
expenses and by means of tools, implements and equipment etc. at his own expense, all other associated works as
described in Bid documents, when the CCA Ahmedabad or any other person authorized by the CCA Ahmedabad in
that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to
change as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates and such other
additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the
work shall be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
3. The contractor hereby declares that nobody connected with or in the employment of the O/o CCA Gujarat
AHMEDABAD and its offices is not/shall not ever be admitted as partner in the contract.
4. 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.
5. The contractor shall pay wages to every person deployed by him within 7 days / 10 days (Clause 22 of Section IV).
6. The contractor shall attach documentary proof of EPF, ESI, Service Tax etc. along with every monthly bill (Clause 22 of
Section IV)

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

Above written:

() ()

Signature on behalf of DoT

Signature on behalf of Contractor

Name:

Name:

Designation:

Designation:

Seal:

Seal:

Agreement signed in the presence of

Witness 1:

Witness 1:

Signature:

Signature:

Name:

Name:

Witness 2:

Witness 2:

Signature:

Signature:

Name:

Name:

SECTION XV
PERFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of Controller of Communication Accounts, Gujarat Circle AHMEDABAD(hereinafter called CCA Ahmedabad) having agreed to exempt _____ (hereinafter called the said approved tenderer(s) from the demand of security deposit/earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfilment by the said approved tenderer of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as "the bank") at the request of _____ approved tenderer's do hereby undertake to pay to AO(Cash) O/o CCA Ahmedabad, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the CCA Ahmedabad, by reason of any breach by the said tenderer's of any terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CCA Ahmedabad stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the CCA Ahmedabad , reason of breach by the said approved tenderer's of any of the terms & conditions contained in the said agreement or by reason of the approved tenderers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the CCA Ahmedabad , in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the AO (Cash) O/o CCA Ahmedabad, any money so demanded notwithstanding any disputes raised by the approved tenderer(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the approved tenderer(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of 15 months from date herein. Notwithstanding the aforesaid, this bank Guarantee shall be for a sum of not exceeding Rs. _____ and for a period of 15 months from the date of issue i.e. We are liable to pay the guaranteed amount or part thereof under this bank guarantee if we are served upon written claim or demand on or beforeand thereafter bank will not be liable for any claim or demand whatsoever.
5. We (name of the bank) _____ further agree with the CCA Ahmedabad that the CCA Ahmedabad shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said approved tenderer(s) from time to time or to postpone for any time to time any of the powers exercisable by the CCA Ahmedabad , against the said approved tenderer(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said approved tenderer(s) or for any forbearance, and or any omission on the part of CCA Ahmedabad , or any indulgence by the CCA Ahmedabad , to the said approved tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the approved tenderer(s).
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the CCA Ahmedabad.

Dated: _____

For _____

(Indicating the name of the Bank)

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