



**Government of India**  
Ministry of Communications & Information Technology  
Department of Telecommunications  
O/o the Controller of Communication Accounts  
HP Circle, Block No.18-A, SDA Complex, Kasumpti, Shimla-171009  
e-mail ID: cca-telecom-hp@nic.in Ph. 0177-2622318/Fax: 2627414

## BID DOCUMENT

For providing services of  
DATA ENTRY OPERATORS & MULTI TASKING STAFF (MTS)  
OFFICE OF CONTROLLER OF COMMUNICATION ACCOUNTS  
HIMACHAL PRADESH TELECOM CIRCLE,  
KASUMPTI, SHIMLA-171009

TENDER No: HPT/DOT/8-38/Tender/DEO&MTS/2015 Dated: 23/05/2016

(Visit us at <http://cahp.nic.in>)

Non-transferable

Price of Bid Document: Rs. 500.00  
(Rs. Five hundred only)

Signature & Stamp of the bidder

Controller of Communication Accounts  
HP Telecom Circle, Kasumpti,  
Shimla-171009

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Controller of Communication Accounts  
HP Telecom Circle, Kasumpti,  
Shimla-171009

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TENDER No.: HPT/DOT/8-38/Tender/DEO&MTS/2015

Dated 23/05/2016.

**NOTICE INVITING TENDER**

Sealed tenders on behalf of the President of India, are invited under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for providing services of 03 (Three) Data Entry Operators (DEOs) and 02 (Two) Multi Tasking Staff (MTS) to the O/o CCA, H.P. Telecom Circle, Shimla-171009 (Department of Telecommunications) as per the schedule given below: -

S. No	Activity Description	Time Schedule
1	Tender No.	HPT/DOT/8-38/Tender/DEO&MTS/2015 Dated: 23-05-2016.
2	Cost of Tender document	Rs. 500/- (Rs. Five hundred only)
3	Estimated cost of tender	Rs500000/-
4	Sale of Tender Document	From 10:00 Hours to 17:00 Hours on all working days from 23-05-2016 to 13-06-2016.
5	Last date and Time of Receipt of tender document	14:00 Hours of 14-06-2016
6	Amount of EMD to be deposited.	Rs. 15000/-
7	Security Deposit	8% of approved cost of the Tender
8	Time and Date of Opening of Tender / Bid	14:30 Hours of 14-06-2016
9	Validity of tender	90 days from the date of Opening of Tenders
10	Services to be hired	Services of 03 (Three ) DATA ENTRY OPERATORS & 02 (TWO) MTS in O/o CCA, HP Telecom Circle, Shimla-171009
11	Duration of contract	One year from the date of award of contract which may be further extended for a period of one year on the same rates and terms & conditions based on mutual consent and subject to satisfactory performance.

Interested bidders may obtain Bid Document from the O/o the CCA, H.P. Telecom Circle, Shimla on payment of Rs. 500/- (Rs. Five hundred only) (non-refundable) through a crossed Demand Draft (DD) drawn on any Nationalized Bank payable at Shimla in favour of Sr. Accounts Officer (Cash) O/o CCA,H.P. Telecom Circle, Shimla.

Tender document downloaded from CCA Office website <http://cca hp@nic.in> is also acceptable provided the cost of the tender document in the form of DD drawn in favour of Sr. AO (Cash) O/o CCA, H.P, payable at Shimla is enclosed with the technical bid along with the requisite Earnest Money Deposit & other documents, failing which the tender will not be accepted.

The tender complete in all respect must be dropped by the bidder or his authorized representative in the tender box placed in the O/o CCA, HP Telecom Circle, Shimla before 14:00 Hours of 14/06/2016. The tenders received after the schedules date and time will be summarily rejected.

The bids which are not accompanied by requisite EMD will also be summarily rejected . The CCA, HP Telecom Circle, Shimla reserves the right to reject all or any of the tenders without assigning any reason thereto.

Signature & Stamp of the bidder

Controller of Communication Accounts  
HP Telecom Circle, Kasumpti,  
Shimla-171009

**Government of India**  
 Ministry of Communications & Information Technology  
 Department of Telecommunications  
 O/o the Controller of Communication Accounts  
 HP Circle, Block No.18-A, SDA Complex, Kasumpti, Shimla-171009  
[e-mail ID: cca-telecom-hp@nic.in](mailto:cca-telecom-hp@nic.in) Ph. 0177-2622318/Fax: 2627414

**TENDER NOTICE FORM**

Notice Inviting Tender (NIT) for providing services of Data Entry Operators and MTS in the O/o CCA, H.P. Telecom Circle, Shimla-9.

Tender No: HPT/DOT/8-38/Tender/DEO&MTS/2015

Dated: 23/05/2016.

1.	Name of work	Out-sourcing of the services 3 Nos. of Data Entry Operators and 2 Nos. MTS in the O/o CCA, H.P. Telecom Circle, Shimla-9
2.	Estimated cost of tender	Rs5,00,000/-
3.	Earnest Money	Rs. 15,000/-
4.	Security Deposit	8% of the approved cost of the Tender
5.	Last date of Sale of Tender form	13/06/2016 Up to 17:00 HRS.
6.	Last date of receipt of tender form	14/06/2016 Up to 14:00 HRS
7.	Time & Venue for opening of Tender	14:30 HRS. of 14-06-2016 O/o CCA, H.P. Telecom Circle, Block No. 18-A, SDA Complex, Kasumpti, Shimla-171009
8.	Validity of tender offer	90 Days from the date of opening of tenders
9.	Cost of Tender form	Rs. 500/- (Rs. Five hundred only)
10.	Particulars of DD (for EMD) along with the name of the issuing Bank (To be filled in by Tenderer)	..... .....
11.	Issued in Favour of ( To be filled in by Tenderer)	..... .....

Signature & Stamp of the bidder

Controller of Communication Accounts  
 HP Telecom Circle, Kasumpti, Shimla-  
 171009

SECTION-I

GENERAL INSTRUCTIONS

1. The Tenderer must read carefully all the terms, conditions and specifications before filling up the tender.
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 organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at, Shimla only.
3. The Tenderer shall be bound to abide by all terms & conditions as detailed in this tender document.
4. It may be noted that the tender notice is only for fixing a contract and should not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work.
5. Any tenderer participating in this tender should make sure that he/she will be able to carry out the work as per the contract. The black listed Agencies/Firms/Companies will not be allowed to participate.
6. It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in execution of the contract and has satisfied him/her before making the offer. Unforeseen difficulties/expenses if any shall not be acceptable as excuses in proper performance of the contract. The rates quoted should be inclusive of all these factors.
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 of originally anticipated.
8. The Tenderers who are capable of entering into the contract in time by deploying the required resources, men and material shall only participate in this tender offer.
9. The tender schedule shall be read in conjunction with Specifications, General instructions and Conditions of Contract. 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 himself with the terms & conditions of the tender document.
10. The quantities indicated in tender and estimated cost may vary  $\pm 25\%$

## 11. SUBMISSION OF BIDS

The tenders should be submitted in sealed envelope size 30x22 cms. Superscribed "Tender for providing services of Data Entry Operators & MTS in the O/o CCA, H.P. Telecom Circle (Department of Telecommunication), Shimla-9". The tenders addressed to the Controller of Communication Accounts, H.P. Telecom Circle, Block No. 18-A, SDA Complex, Shimla-171009 should be dropped in the tender box kept in his office.

## Method for preparation of bid

- a) The Technical Bid and Financial Bid should be submitted separately in the sealed envelopes and both the sealed envelopes containing below noted Technical Bid and Financial Bid should be kept inside sealed waxed envelopes of big size 30x22cm).

Envelope	Marked on cover	Contents of Envelope cover
First	Technical Bid	Should contain EMD, cost of tender document if downloaded and other documents as per clause 21 of section-I
Second	Financial Bid	Rates duly quoted by the Tenderer in the prescribed format envisaged in section- VIII.

All these envelopes should be properly sealed (Wax/ "PVC Tape" sealed) and also bear the complete name and address of the firm concerned. Besides, each of the envelopes placed inside the main envelope should also be superscribed with in BOLD LETTERS Whether "TECHNICAL BID" OR "FINANCAIL BID." The tenders which are not submitted in above mentioned manner shall be summarily rejected.

- b) The Tenderer will be bound by all terms & conditions and specifications as mentioned 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.
- d) No person whose relative(s) is (are) working in the O/o CCA, H.P. Telecom Circle, Shimla or O/o DDG,TERM CELL, Shimla, is permitted to bid for this tender. Tenderer thus, along with the tender document, should also furnish a certificate on a Revenue Stamp paper worth Rs. 5/-, duly at - tested by District Notary that none of his/her relative is working in the O/o CCA, H.P. Telecom Circle, Shimla or O/o DDG,TERM CELL, Shimla.

(Near relative for this purpose is duly defined in section- VI.)

Note: - The "Financial Bid" of only technically qualified bidder will be opened at a later date. The date, time & venue of opening of Financial Bids will be intimated to qualified bidders accordingly.

12. LATE BIDS

Tenders received after the stipulated date and time will not be accepted. Such tenders will be summarily rejected and returned un-opened to the bidder concerned. It is the sole responsibility of the Tenderer to ensure timely submission of his/her tender.

13. The Tenderer shall quote the **rates of Administrative charges inclusive of profit** in English or Hindi only, both in words and figures. **Administrative charges plus profit of the tenderer should be indicated in clear terms i.e. the amount in Rupees (Whole number, not in paisa) based on justified miscellaneous expenses/Administrative charges per person. The admn. Charges less than one rupee will not be accepted and such tender will be rejected.**
14. In the case of illiterate Tenderers, the tendered rates should also be attested by a witness. The rates quoted in words will have precedence over the rates quoted in figures.
15. All corrections, additions and alterations of the entries made in the Section VIII (Financial Bid) must be authenticated by the Tenderer with his dated signature. No cutting or overwriting in the tender documents, unless authenticated by the Tenderer with his dated signature, will be permissible.
16. The tender document shall contain the name and full address of the Tenderer and each page thereof shall also be duly signed by him. Partnership firms shall also furnish the full names & addresses of their authorized representative and a certified copy of power of attorney to sign the tender, shall also accompany the tender document. The attested true copy of partnership deed must also be submitted by the partnership firms along with the tender. Similarly in case of a Company or Registered Society under Govt. of H.P., the attested copy of Memorandum of Article & Association shall accompany the tender document. In case of Proprietorship firms, an affidavit in original, to this effect should be submitted along with the bid.
17. The tenderer shall certify and sign on each and every page of tender document at the bottom left hand corner and will also put his/her signature in the tender document wherever specifically required in token of his/her acceptance to terms and conditions of the contract.
18. The Earnest Money shall be deposited by the Tenderer in the form of a Demand Draft drawn on any Nationalized/Scheduled Bank in favour of Sr. AO O/o CCA, H.P. payable at Shimla as mentioned in the NIT. Earnest Money in cash or in the form of cheque / any other form will not be accepted.
19. No interest shall be payable on the Earnest Money deposit.
20. The Earnest Money of the unsuccessful Tenderers will be refunded within a reasonable time after final decision of the tender, normally within three months from the date of opening of tenders. The Earnest Money of the successful tenderer will not be adjusted towards security deposit.

DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER

21. The following documents must be submitted by the bidder with technical bid.
  - a) Pro forma for bidder's details as per section-IV.
  - b) In case of downloaded tender document, the cost of tender document in the form of DD/Pay order in favour of Sr. AO O/o CCA, H.P. payable at Shimla.
  - c) Bid Security (Earnest Money) in the form of DD/Pay order in favour of Sr. AO O/o CCA, H.P. payable at Shimla.
  - d) Tender document (in original) duly filled in (except Section VIII & IX) and each page thereof signed by the tenderer or his authorized representative (with his seal). Section VIII should be filled up in separate format and kept in the envelope of Financial Bid. The Section IX is to be filled up at the time of execution of agreement with lowest bidder



- e) The corrections and overwriting therein if any must be authenticated by the tenderer or his authorized representative with his dated initials.
- f) The contracting firm/ agency/ company should be registered with the appropriate authorities and the attested copy of its registration therewith should also be attached.
- g) The "Power of Attorney" (in original) in case, a person other than the tenderer has signed the tender documents.
- h) Certificate regarding non-relative in O/o DDG (TERM), H.P. and/or O/o CCA, H.P. Telecom Circle (Department of Telecommunications) on a revenue stamp paper worth Rs. 5/- duly notarized as per section-VI. (Please ensure that "No near relative certificate "as per section-VI is signed by partners of the firm/Directors of the company or company secretary on behalf of the Directors).
- i) An attested copy of the service tax registration certificate issued by the competent authority. If the prospective bidder is presently not covered under the provision of registration for service tax, he should submit an affidavit to this effect.
- j) An attested copy of EPF and ESI registration with competent authority. If the prospective bidder is presently not covered under the provision of registration for EPF and ESI, he should submit an affidavit to this effect.
- k) An attested Copy of PAN/GIR Card.
- l) An attested Copy of the experience certificate of similar work (i.e. Supply of man power) for at least one year during the last three financial years in Public Sector Companies/ PSU Banks/Government Departments. The certificate to this effect issued by the officer of the rank of Divisional Engineer/Branch Manager/Executive Engineer/Under Secretary or above should also be attached. Experience of the individuals combined together in form of a society, partnership firms etc. would also be considered for the experience.
- m) An attested copy of proprietorship deed/ Memorandum of articles of Association as the case may be. In case of proprietorship firms, an affidavit (in original) to this effect should be submitted along with the bid.
- n) An attested copy of EPF/ESI latest inspection reports.**
- o) TDS certificate from the Govt. Department/organization to which services of DEO&MTS provided.**
- p) Tenderer to provide proof of having provided DEOs & MTS to any Govt. organization for at least one year.**

## 22. REJECTION OF TENDERS

The tender inviting authority, at his sole discretion, shall reserve the right to reject or cancel all or any of tenders:

- a) If the requisite Earnest Money Deposit is in the form other than that prescribed in the tender.
- b) If the tender document is not complete in all respects / duly signed by the bidder.
- c) If the tenderer does not abide by the terms & conditions, specifications or time limits as envisaged in the tender document.
- d) If the tender bears any unwarranted comments, pre-conditions, omissions or commissions.

e) **If the tenderer quoted the rates of Admn. Charges less than one rupee just to obstruct the tender process.**

f) Without assigning any reason thereto.

23. The tender submitted by the tenderer will be valid for a period of 90 (Ninety) days from the date of opening of the tenders. The Tenderer shall not be entitled to revoke or cancel his tender or vary the terms & conditions thereof during this period of Ninety days, without the written con-sent of DoT. The DoT shall communicate the acceptance of tender to the successful tenderer(s). Owing to the administrative constraints if any, the extension in time period, requested by the DoT in writing, shall also be consented by the tenderer to the DoT in writing.

24. Tender will be accepted and the Contract will be finalized, only with the tenderer who in the opinion of DoT has the capacity and resources to execute the contract in the prescribed time frame as specified in the tender document.

25. The DoT 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 the CCA, H.P. Telecom Circle, Shimla in this regard shall be final and binding.

#### 26. SIGNING OF THE CONTRACT AGREEMENT

The successful Tenderer, within 10 working days of his being called upon, shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 100/-(One hundred only) at his own cost and in the form annexed hereto to the effect that the tenderer and DoT are bound by the terms & conditions of the agreement which in turn, will be the terms and conditions of tender document.

The successful bidder who is awarded the contract will have to establish his office within the municipal limits of Shimla before entering into the agreement. The non-establishment of the office will be considered as non-fulfillment of the tender condition and the EMD/ PBG will be forfeited in the event thereof. The proof of establishment of the office should be submitted along with the PBG so that it can be verified before signing the agreement. The photocopies of document of the ownership/ lease hiring of the office premises attested by a Gazetted officer along with the originals should be submitted to this office. The originals will be returned back after verification. The office should be equipped with telephone and fax facility. The telephone and fax number should be intimated to this office before signing of the agreement.

27. The DOT 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 DOT under this clause shall not be construed as the breach of contract.

#### FORFEITURE OF EARNEST MONEY

28. In the event of failure of the tenderer to execute the agreement or failure to furnish the required security deposit within 10 working days of being called upon to do so, the Earnest Money Deposit shall stand forfeited. In case the PBG/Security deposit is furnished but the agreement is not signed within the stipulated time, the PBG/Security deposit will also be forfeited along with the Earnest Money Deposit. The acceptance of the tender may be re-considered or revoked or even cancelled at the discretion of DOT.

29. Any clarification with regard to the contract can be obtained from the O/o CCA, H.P. Telecom Circle, Shimla before the date of opening of the tenders.
30. Any attempt by Tenderers to negotiate directly or indirectly to influence the tender process by any means, will lead to disqualification of their tenders. The action to black list such tenderer will also 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 employees is found to have not obtained permission of Government of India before submission of the tender or his engagement in the contractor's service as the case may be. In the event thereof, the Security deposit, Earnest money deposit and any other amount payable to the Contractor shall also stand forfeited. Such a Contractor shall not be entitled to claim any type of relief or remedy from the DOT for the aforesaid illegal act.
32. DoT assumes no responsibility whatsoever 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 Tenderers 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 DOT.
34. DOT reserves the right to postpone the date of opening of tenders or to cancel the tender notice without assigning any reasons thereto. Any request from tenderers to postpone or to change the date of opening of the tenders due to any reason, whatsoever, will not be entertained.
35. DOT is not bound to accept the lowest tender and reserves an absolute right to reject all or any of the tenders without assigning any reason thereto.
36. The Tender Form/Document shall be non-transferable.
37. The instructions to the Tenderers contained herein shall be deemed to be an integral part of the Agreement/Contract.
38. The tender will be in force for a period of one year from the date of execution of agreement. The CCA, H.P. Telecom Circle, Shimla may also extend, the contract for a further period of one year on the same rates, terms & conditions based on mutual consent and satisfactory performance .
39. In case, the date of opening of tender is declared to be a holiday, the tenders will be opened on the immediate next working day.

Controller of Communication Accounts  
HP Telecom Circle, Shimla-171009

**SECTION-II**  
**SPECIAL TERMS AND CONDITIONS**

1. The tenders should be submitted in wax sealed/cello taped covers superscribed with “Tender for providing services of Data Entry Operators and MTS in the O/o CCA, H.P. Telecom Circle, Shimla”. The envelopes containing the tenders, addressed to the Controller of Communication Accounts, H.P. Telecom Circle, Shimla should be dropped in the Tender Box placed in his office for the aforesaid purpose. The bids received after the stipulated date shall not be accepted under any circumstances whatsoever.
2. The Earnest Money shall be deposited by the Tenderers in the form of a Demand Draft drawn on any Nationalized/ Scheduled Bank in favour of Sr. AO O/o CCA, H.P. payable at Shimla along with the BID. The tenders without Earnest Money Deposit will be summarily rejected.
3. The tenderer is at liberty either to be present himself/herself or authorize not more than his/her one representative **having valid id proof** to be present at the time of opening of the tenders.
4. The outsourcing Company/Firm/Agency should be registered with the appropriate registration authority as per the requirements of concerned local authority of H.P. state.
5. The Company / Firm / Agency or the partners’ and members’ individuals experience will also be considered if the new agency or firm is established. They should have at least one year experience of similar work during the last three financial years.
6. The Company / Firm / Agency should be registered with the Income Tax and Service Tax departments as required under the existing law.
7. The tenderer signing the tender should specify clearly whether he is signing it as:-
  - i. Sole Proprietor
  - ii. Partner
  - iii. Under the power of attorney or
  - iv. Director /Manager/Secretary etc.

The copies of documents, authorizing the signatory to sign the tenders on behalf of companies/ firms/ persons should also be attached with the tenders.
8. Correction in the tender if any should be authenticated by the tenderer with his dated initials, failing which the tender will be rejected.
9. The tender will be in force for a period of one year from the date of execution of agreement. The CCA, H.P. Telecom Circle, Shimla keeps the option to extend the contract for a further period of one year on the same rates, terms & conditions if the services of the agency/firm are found satisfactory and by mutual consent.
10. The quantum of work and the estimated cost thereof may increase/decrease up to 25%.

11. If any tender is withdrawn before the expiry of its validity and after the acceptance of the tender, the Earnest Money Deposit of the tenderer will be forfeited.
12. The successful tenderer has to execute an agreement on a non-judicial stamp paper of Rs. 100/-(One hundred only) in the form annexed hereto at his own cost. The submission of more than one tender by the same Tenderer is prohibited.
13. **INFERIOR QUALITY OF WORK: -**  
For inferior quality /incorrect execution of work, the in-charge of work will be empowered to deduct from bills, 10 % amount of Work order.
14. If the work is not performed by any or all the Manpower on any day/days in a month, the deduction shall be made proportionately (per day basis) from the bills of the contractor and a penalty @ wages per man hour day as per the approved Tender rate will be imposed and shall continue for a maximum period of 90 days, if the Contractor does not provide the manpower even after the imposition of penalty, the contract shall be deemed to have been cancelled.
15. The Contractor shall be fully responsible for an absolute integrity/secretcy to be maintained by the person (s) deployed by him in the O/o CCA, H.P.
16. In the event of any of the information furnished by the Contractor being found false subsequently, the contract shall be liable to be terminated.
17. The CCA, H.P. Telecom Circle, Shimla reserves the right to reject any or all the tenders without assigning any reason thereto and award the contract to the tenderer whose rate may not necessarily be the lowest. The decision of the CCA, H.P. Telecom Circle, Shimla in this regard shall be final and binding. He can also reduce or extend the period of contract without assigning any reason thereto.
18. Acceptance of the tender will be communicated to the successful Tenderer by an acceptance Note or Letter of Intent.
19. The Earnest Money of the unsuccessful Tenderers will be refunded within a reasonable time normally within three months from the date of opening of tenders.
20. The CCA, H.P. Telecom Circle, Shimla will not be liable to pay any interest on the Earnest Money or Security Deposit Money. If the successful tenderer withdraws tender before its formal approval or the contractor fails to comply with any of the terms & conditions mentioned above, the CCA, H.P. Telecom Circle, Shimla reserve the right to forfeit the Earnest Money /Security De-posit.
21. **The minimum wages of the category of the worker along with component of ESI, EPF and service tax have been specified in section-VIII (Financial Bid). One percent (1%) income tax will be deducted from monthly bill for the work outsourced. Keeping in view these pre-requisites the tenderer may quote administrative charges inclusive of profit per person. Any ambiguity (if not clearly mentioned) in mentioning the profit amount in Rupees, will lead to disqualification and rejection of the tender.**
22. The Manpower engaged by the contractor for providing services of Data Entry Operators and MTS to the O/o the CCA, H.P. Telecom Circle, Shimla is the sole responsibility of the contractor and they will not have any claim/liability on the DOT. The contractor will also intimate to the local police station regarding identity and the permanent addresses of the persons employed. A copy of the acknowledgement received from the local police station in this regard should also be submitted by the Contractor to this office.

23. The contractor will be bound to pay the minimum wages to the persons employed as per the Minimum Wage Act. The contractor will also maintain proper record as per the relevant rules/instructions. The contract will remain valid for specified period of one year unless terminated earlier by the CCA, H.P. Telecom Circle, Shimla.
24. The services shall have to be provided from 09:00 hours to 17:30 hours on Monday to Friday including the lunch break. The persons employed may also be required to attend the office on Saturday, Sunday or Gazetted holidays if necessary, without any extra charges.
25. The contractor shall also ensure that any information as to the operational process, technical know-how, security arrangements, and administrative/organizational matters pertaining to the O/o the CCA, H.P. Telecom Circle, Shimla, is not divulged or disclosed to any person (s) by any of his personnel's and the utmost secrecy and confidentiality is maintained by them.
26. For all intents and purposes, the contractor shall be the "Employer" within the meaning of Labour Legislations, in respect of Data Entry Operators and MTS provided to the O/o the CCA, H.P. Telecom Circle, Shimla. The Manpower deployed by the contractor in O/o the CCA, H.P. shall neither have any claim (s) of Master and Servant relationship nor have any principal and agent relationship with or against O/o the CCA, H.P.
27. The contractor shall be solely responsible for redressal of grievances/resolution of disputes if any, relating to persons deployed. The O/o the CCA, H.P. shall neither be responsible for settlement of any such issue (s) nor accountable for any damages, losses, claims, or injury to any of the persons deployed by contractor while performing their duties.
28. The Manpower deployed by the contractor shall neither claim nor shall be entitled to pay & perks and other facilities admissible to the casual, ad hoc, regular/confirmed employees of the O/o the CCA, H.P. during the currency or after expiry of the contract.

Controller of Communication Accounts  
HP Telecom Circle, Shimla-171009

### Section-III

#### SCOPE OF WORK

The general scope of work is enumerated as under: -

1. For Data Entry Operator:
  - i. Scanning the documents, computer data entry, preparation of reports and other general office documents.
  - ii. Typing the official letters and other documents.
  - iii. Handling existing data and editing current information.
  - iv. Proof reading new entries into a database etc.
  - v. Keeping the office record updated.
  - vi. Taking backup of data at regular intervals & storage of data
  - vii. Other functions of Data Entry Operator assigned by the office.
  - viii. The Data Entry Operator should have the Knowledge of working in MS office & data base software. His/her minimum educational qualification should be 12<sup>th</sup> standard pass.
  
2. For MTS Semiskilled Manpower:
  - i. Regular/daily dusting / cleaning of all the files / furniture, office equipment etc.
  - ii. Distribution of office Dak & files of general nature among the officers in O/o CCA, H.P.
  - iii. Regular dusting / cleaning of racks, storage spaces, windows, walls, fans, switch boards and removing of cobwebs etc. on ceiling roof/walls, etc. so as to maintain general cleanliness and hygiene in office.
  - iv. Storage of fresh drinking water and serving to staff and visitors. Making arrangements for tea, coffee (preparing and serving) and arranging snacks etc. to the officers of the O/o CCA, H.P. during meetings / in routine and other official visitors/representatives.
  - v. Movement and maintenance of files etc.
  - vi. Photocopying, making sets of reports and other general office documents.
  - vii. Transmission of office documents on fax machine.
  - viii. Any other work that may be assigned keeping in view his qualification.
  - ix. The qualification of the semi skilled personnel should be minimum 10<sup>th</sup> standard Pass.

Controller of Communication Accounts  
HP Telecom Circle, Shimla-171009

SECTION – IV

Bidder's details

For providing services of Data Entry Operators and MTS in the O/o the CCA, H.P.

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  
Telephone No. \_\_\_\_\_  
FAX No. : E-Mail \_\_\_\_\_  
Address : \_\_\_\_\_
4. Full address of Operating/Branch Office Telephone No. : \_\_\_\_\_  
FAX No. : E-Mail \_\_\_\_\_  
Address : \_\_\_\_\_
5. PAN / GIR No  
(Attach attested copy) \_\_\_\_\_
6. Service Tax Registration No. (Attach attested copy) \_\_\_\_\_
7. E.P.F. Registration No.  
(Attach attested copy) \_\_\_\_\_
8. E.S.I. Registration No  
(Attach attested copy) \_\_\_\_\_





- 9 Give details of the similar works i.e. **Services of DEO & MTS** done for at least one year with Public Sector Companies/ Banks /Government Departments in the following format. (Attested copies of work orders may also be attached).

Sr. No	Detail of client along with address, telephone and Fax numbers	Amount of Contract (Rs. in lacs)	Duration of Contract	
			From	To
1.				
2.				
3.				

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

- 10 Additional information, if any  
(Attach separate sheet, if required)

Date:

Signature of authorized person

Name:

Place:

Seal:

**SECTION-V**  
**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 altogether shall be deemed to form one contract and shall be complimentary to one another.

1.2. In the CONTRACT, the following expressions shall unless the context otherwise required, have the meaning assigned thereto as under :

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 virtue of the contract to be executed whether temporary or permanent, 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 it is contemplated by the contract documents.

"EXTRA WORK" shall mean any work or compliance with any requirement, 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 where 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 O/o the CCA, H.P. Telecom Circle, Shimla.

All references of: -

DOT

Member (Finance), Telecom Commission.

Advisor (Finance), Telecom Commission.

Controller of Communication Accounts (CCA).

Joint Controller of Communication Accounts (Jt.

CCA). Sr. Accounts Officer (Sr. AO).

Assistant Accounts Officer (AAO).

in various clauses shall mean the Officers in their respective Grades/Groups employed in the DOT 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 include their successors in the 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 the date of opening of bids up to the validity of contract agreement after finalization of the 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 out of or 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. PRICE ESCALATION

The DOT shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase. However if the minimum wages under the Minimum Wages Act 1948, beyond the approved rates, are revised/increased by the Central Government of India Ministry of Labour & Employment, then the difference between the minimum wages and approved rates will be paid to the contractor.

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 be directed or required.

7. QUALITY OF WORK

The CCA, H.P. shall be the final authority to adjudge the quality of the work and the standards in respect thereof set forth in the contract documents. Laxity or failure to ensure compliance of 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 equipments which in his opinion do not produce work or performance as per the requirements of the Contract Documents. If the Contractor leaves the work in-between, the O/o CCA can get the work completed by engaging the other agency and recover the amount from the successful contractor.

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. 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 related 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.

10. 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 the Competent Telecom Authority on demand, the balance remaining due, if any.

11. 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, the CCA, H.P. shall have the power to terminate the contract without previous notice.

12. Contractor's heirs/representatives shall, without the consent in writing of the CCA, H.P., have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. In the event of the Contractor with such consent for transferring his business and in the event of the Contractor being a company and being bound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, 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 engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of the Death and other relevant documents to this effect shall be submitted to the CCA, H.P. in writing.
13. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the CCA, H.P. 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. The CCA, H.P. 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 thereof and for the due fulfillment of the contracted works.
16. The Contractor shall indemnify, and save harmless the DOT from and against all actions, suits, proceedings, costs, damages, charges, claims and demands whatsoever, 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 out of or incidental to (in connection with any act(s) or commission) the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be.
17. If contractor without written approval of Competent Telecom Authority, assigns his contract or attempt to do so, or become insolvent or commence any insolvency proceedings, the CCA, H.P. 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.
18. Where the Contractor is a partnership firm, the previous approval in writing of CCA, H.P. 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 the previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of clause- (19) hereof and the same action may be taken, and the same consequence shall ensue as provided in the said clause-(19).

19. 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 (Regulation and Abolition) Act. 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 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 fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

20. PAYMENT OF WAGES

- 20.1 The Contractor shall fix wage periods in respect of which wages shall be payable.
- 20.2 No wage period shall exceed one month.
- 20.3 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.
- 20.4 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.
- 20.5 Wages due to every person shall be **credited in the bank account of the person.**
- 20.6 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.
- 20.7 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. The bill for payment of a particular month should be accompanied by the proof of deposition of EPF/ESI amount, service tax (if applicable) for the previous month.
- 20.8 The contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day after 6 days & national holidays, PF, ESI etc. & the documentary proof of the same has to be attached with each month's bill.

21. LABOUR RECORDS

- 21.1. 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.
- 21.2. The contractor shall maintain a register of daily work done by the Data Entry Operators and MTS.
- 21.3. The Data Entry Operator deployed by the contractor for providing the services to execute specified work will have no claim whatsoever for absorption in DOT later on.
- 21.4. 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 omissions for which fines can be imposed.
- 21.5. The contractor shall maintain a Register of deductions for damages or losses in from- XX of the CL(R & A) Rules 1971.
- 21.6. The contractor shall maintain a register of Overtime in from- XXIII of the CL(R & A) rules, 1971.

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

23. COMPLIANCE OF LAWS AND REGULATIONS

- 23.1. 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 or all applicable bye-laws, rules, regulations, orders and any other provision having the force of law made or promulgated or deemed to have been made or promulgated by the Government/ Governmental agency/DOT/ Municipal boards / Other regulatory/ authorized body/persons and shall pro - vide all certificates of compliance therewith as may be required by such applicable laws, Bye-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.
- 23.2. Any assignee to share any portion of the work to be performed hereunder, may be assigned to comply with the provisions of the clause and in this connection the contractor agrees to undertake to save and hold the DoT, harmless and indemnified from and against all penalties ,actions ,suits, losses & damages, claims & demands and costs (inclusive between attorney and client), charges and expenses whatsoever arising out of occasions, indirectly or directly by failure of the contractor or any assignee or sub-contractor to make full and proper compliance of the said bye-laws, rules, regulations, laws, orders and provisions as mentioned above.

24. FORCE MAJEURE: -

24.1 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 is prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events), provided the 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 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.

25. BREACH OF CONTRACT

The breach of contract is the failure or refusal to perform it. 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.

26. The CCA, H.P. may without prejudice to his right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages 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 giving a 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 or unworkman like manner, shall omit to comply with the requirements of such notice for a period of seven days there - after 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 ensure completion of the work by the stipulated date or he has al-ready 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 & conditions of this contract.
- If contractor fails to carry out any of the acts 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.

27. When the Contractor has made himself liable for action under clause- (31), the CCA, H.P. on behalf of the DOT shall have powers:

To determine or rescind the contract as stated above, (for which termination or rescission, notice in writing to the Contractor under the hand of the CCA, H.P. 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 DOT.

- To employ labour paid by the DOT 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, H.P. 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 sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the DOT 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 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, H.P., 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. In case, action is taken under any of the aforesaid provisions, 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.

In any case, any of the powers conferred upon the CCA, H.P. under the aforesaid clauses not exercised by him, shall not be construed as a waiver of any of the conditions of the contract and such powers shall, notwithstanding being exercisable in the event of any future case of default by the Contractor, the liability of the Contractor for compensation shall remain unaffected. The Contractor shall be and remain responsible for complete and proper compliance of the contract documents and the specification envisaged therein.

28. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

- 28.1. The Competent Telecom Authority may, at any time, at its option, cancel and terminate this contract by giving written notice to the Contractor, stating therein reasons for such cancellation or termination, in which event, the Contractor shall be entitled to the payment for the work done up to the time of such cancellation.
- 28.2. The Competent Telecom Authority 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 him the written notice, duly stating therein reasons therefore.
- 28.3. If at any time after the commencement of the work, the Competent Telecom Authority, for reasons whatsoever, does not require the whole work or part thereof as specified in the tender, to be carried out, the aforesaid Authority shall give notice in writing to this effect to the Contractor who shall have no claim to any compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full.
29. Failure of the successful bidder to comply with the requirement of clause -18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security including the PBG/Security Deposit in which event DoT may make the award of work to any other bidder at the discretion of DoT or call for new bids.
30. If the contractor fails or neglects any of his obligations under the contract, it shall be lawful for DoT to forfeit either whole or any part of performance security furnished by the bidder. The bidder will be black listed in case the bid security/ security deposit is forfeited and will be debarred from participating in the bids of DoT for 5 years from the date of forfeiture of bid security/ security deposit or date of black listing whichever is later.

### 31. PAYMENTS

- 31.1. The Contractor shall submit bills for the executed work (complete in all respects) to the O/o the concerned Competent Telecom Authority. 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 the amount 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 by Account payee cheques or through e-payment. The Competent Telecom Authority will have the right to recover liquidated damages for de-lay or slow progress of the work from the bills submitted for payment.
- 31.2. 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, duly mentioning therein, the amount so de-deducted as tax at source at the time of payment of each bill.
- 31.3. The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made in full after the Competent Telecom Authority is satisfied that all the contractual obligations have been fully met with 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.
- 31.4. 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 the Contractor either by Competent Telecom Authority or concerned third parties in writing. If the 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(s) from the contractor and make the payment to concerned third parties at the risk and cost of the contractor.
- 31.5. The contractor shall not be justified in abandoning the contract because the DoT has delayed payment(s) in respect of other work being done for the DoT by the Contractor.
- 31.6. The final bill shall be submitted by the Contractor within one month of the date of completion of work or the date of certificate of completion issued by the Competent Telecom Authority.

### 32. SECURITY DEPOSIT

- 32.1. Earnest Money deposited at the time of submission of the tender, will not be converted into Security Deposit on the acceptance of the tender.

- 32.2. The successful tenderer will have to deposit a Performance Security Deposit as specified in the NIT 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 Sr. Accounts Officer O/o CCA, H.P. payable at Shimla, Department of Telecommunications or Fixed Deposit Receipt (FDR) from a Commercial Bank in the name of the Company /Firm /Agency but hypothecated to the Sr. Accounts Officer O/o CCA, H.P. payable at Shimla. The performance security should be valid for a period of 90 days beyond the date of completion of all the contractual obligations of the contractor.
- 32.3. The 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.
- 32.4. The Security Deposit/PBG shall be liable for appropriation/adjustment against any liquidated damages for delayed execution of work. If the contractor fails or neglects to perform any of his obligations under the contract, it shall be lawful for the DoT to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor.
- 32.5. 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.
- 32.6. 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 failing which the said amount in full shall be recovered from the bills of the contractor.
- 32.7. 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 which the DOT is entitled to recover from the contractor.
- 32.8. 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 competent authority Concerned.
- 32.9. The Security Deposit/PBG refundable to the Contractor remaining unclaimed for three years of its having become due for payment shall be dealt with in accordance with the provisions contained in the rules of the DOT.

### 33. DISPUTES AND ARBITRATION

- 33.1. 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 the sole arbitration to DoT, Member (Finance) whoever is appointed by the DoT or in case his designation is changed or his office is abolished, to the sole arbitration of the officer for the time being entrusted with the job whether in addition to functions of his own post or by whatever designation such officer may be called (thereinafter referred to as the said officer) and if the appointed Arbitrator or the said officer is unable or unwilling to act as such, the sole arbitration of some other person appointed by the DoT. 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, the DOT shall appoint another person to act as Arbitrator in accordance with the terms & conditions of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor. The Arbitrator may from time to time with the consent of parties, extend the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereto 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 place as the Arbitrator may decide.
- 33.2. According to Article 119 of 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 in 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.

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## SECTION-VI

Pro forma for no near relative (s) of the contractor in O/o DDG (TERM) H.P. and /or O/o CCA, H.P. (Department of Telecommunications).

Certificate to be given by the Contractor in respect of no near Relative (s) in O/o DDG (TERM) H.P. and/or O/o CCA, H.P. (Department of Telecommunications) of the Contractor.

I ..... S/o Sh. ....  
R/o..... hereby  
certify that none of my relative (s) as defined in the tender document is/are employed in O/o DDG (TERM) H.P. and/or O/o CCA, H.P. (Department of Telecommunications 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) and 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 awarded 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

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**SECTION-VII**  
**SCHEDULE OF REQUIREMENTS**

Sr. No.	Type	Number	Work
1.	Data Entry Operators	Three for one year (the period is likely to be extended further for one year).	<ul style="list-style-type: none"> <li>➤ Scanning the documents, computer data entry, preparing of reports and other general office documents.</li> <li>➤ Typing the official letters and other documents.</li> <li>➤ Handling existing data and editing current information.</li> <li>➤ Proof reading new entries into a database etc.</li> <li>➤ Keeping the office record updated.</li> <li>➤ Taking backup of data at regular intervals &amp; storage of data</li> <li>➤ Other functions of Data Entry Operators assigned by the office.</li> <li>➤ Knowledge of working in MS office and data base software. Knowledge of SQL is preferable.</li> </ul>
2.	Multi Tasking Staff (MTS)	Two for one year (the period is likely to be extended further for one year).	<ul style="list-style-type: none"> <li>➤ Regular/daily dusting / cleaning of all the files / furniture, office equipments etc.</li> <li>➤ Regular dusting / cleaning of racks, storage spaces, windows, walls, fans, switch boards and removing of cobwebs etc. on ceiling roof/walls, etc. so as to maintain general cleanliness in office.</li> <li>➤ Distribution of office dak &amp; files of general nature among the Officers O/o CCA, H.P.</li> <li>➤ Storage of fresh drinking water and serving to staff and visitors.</li> <li>➤ Making arrangements for tea, coffee (preparing and serving) and arranging snacks etc. during the meetings /in routine to the officers O/o CCA H.P. and other official visitors/representatives.</li> <li>➤ Movement and maintenance of files etc.</li> <li>➤ Photocopying, making sets of reports and other general office documents.</li> <li>➤ Transmission of office documents on fax machine.</li> <li>➤ Any other work that may be assigned to him keeping in view his qualification.</li> <li>➤ The qualification of the manpower should be minimum 10<sup>th</sup> Pass.</li> <li>➤ Opening, closing, dusting /cleaning upkeep of Inspection quarter.</li> </ul>

(Note: Service shall be from 09:00 hours to 17:30 hours on Monday to Friday, including the lunch break. The persons deployed by the Contractor may be called upon to perform duty on Saturday, Sunday or Gazetted holiday also, if required, without any extra charge. No other emoluments shall be payable to them except the actual bus fare for services rendered outside the office premises.

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## SECTION-VIII

**FINANCIAL BID**

(To be enclosed in a separate sealed envelope)

Tender No: HPT/DOT/8-38/TENDER/DEO&amp;MTS/2015

Dated: 23/05/2016

**Financial Bid for providing services of Data Entry Operators and MTS in the O/o CCA, H.P. Telecom Circle, Shimla.**

Type of Manpower	Person required	Quoted Rates per person	Minimum wages per day	*Wages not less than minimum monthly wages per person as prescribed by State Government of HP	ESI @ 4.75% of wages of a person	EPF @ 13.36% per person	Service Tax 14.5% applicable per person	Administrative charges i.e. profit of tenderer per person (based on justified miscellaneous expenses/ Admn charges etc.) in Rupees <b>(Whole No.)</b>
1	2	3	4	5	6	7	8	9
Data Entry Operator	03(Three)	In figure	Rs. 222	Rs. 6660	316	890	1141	
		In words	Rs. Two Hundred Twenty Two only	Rs. Six Thousand Six Hundred Sixty only				
Multi Tasking Staff (MTS)	02 (Two)	In figure	Rs. 180	Rs. 5400	257	721	925	
		In words	Rs. One hundred Eighty only	Rs. Five Thousand Four Hundred only				
Total Cost		In figure						
		In words						

**Note:**

The rates quoted above, are fixed and no variation therein shall be acceptable. To arrive at monthly wages, per day wages to be multiplied by 30 days.

1. No overwriting in financial bid is acceptable and in case of any ambiguity, the amount written in words will be considered as final for evaluation.
2. The tenderer will quote Administrative charges including profit per person in Rupees **(Whole number)** in words and figures. There shall be no ambiguity in mentioning the amount in Rupees in respect of profit.
3. **The L1 will be determined on the basis of rates quoted in column no. 9**

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

Signature  
Name & Seal of the Bidder



SECTION – IX

AGREEMENT

(Not to be filled here at the time of bidding)

The agreement made on this.....day of (month) .....(year).....between M/S ..... herein after called “The Contractor” (which expression shall unless excluded or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the CCA, H.P. Telecom Circle, Shimla-171009 [herein after referred to as the DOT (Department of Telecom)] of the other part.

Whereas the contractor has offered to enter into contract with the said DOT for providing Data Entry Operators and MTS in the O/o CCA, H.P. on the terms & conditions contained herein and the rates approved by the CCA, H.P. have been duly accepted and whereas 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. Accepted rates per person per month are as follows:

Sr. No.	Manpower to be provided	Monthly Rate (in Rs.) inclusive of all Govt. charges and taxes as applicable.
1.		
2.		

Now these present witnesses and it is hereby agreed and declared by and between the parties, these present as follows: -

1. The contractor shall, during the period of this contract that is to say from (Date) ..... to (Date)..... or unless otherwise curtailed / terminated before the contract period owing to deficiency in service or substandard quality of service provided, safely carryout, by means of manpower employed at his own expenses and by means of toots, implements and equipments etc. to be supplied by him to his manpower at his own expenses, all other associated works as described in the Bid documents, when the CCA, H.P. or any other person authorized by the CCA, H.P. in that behalf requires. 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 shall also supply the requisite number of Manpower for providing services of Data Entry Operators and MTS in the office of CCA, H.P. with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work order.
4. The contractor hereby declares that nobody connected with or in the employment of the O/o DDG (TERM), H.P. and/or O/o CCA, H.P. Department of Telecommunications is not/shall not ever be admitted as partner in the contract.
5. The contractor shall abide by the terms & 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 the witness whereof the parties present, acting in promises as stated above, have set their respective hands and seals on the day written above.

Above written:

Signature on behalf of DOT

Signature of the 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:

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SECTION X

PROFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of Controller of Communication Accounts, H.P. Telecom Circle, Shimla (herein after called CCA, H.P.) having agreed to exempt \_\_\_\_\_ (hereinafter called the said approved tenderer) from the demand of Security deposit of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_ for the due fulfillment 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 do hereby undertake to pay to Sr. AO O/o CCA, H.P. an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the CCA, H.P., by reason of any breach by the said tenderer 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, H.P. 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, H.P., reason of breach by the said approved tenderer of any of the terms & conditions contained in the said agreement or by reason of the approved tenderer's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the CCA, H.P. 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 Sr. AO O/o CCA H.P., any money so demanded notwithstanding any disputes raised by the approved tenderer in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the approved tenderer 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 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 before ..... and thereafter bank will not be liable for any claim or demand whatsoever.

5. We (name of the Bank) \_\_\_\_\_ further agree with the CCA, H.P. that the CCA, H.P. shall have the full 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 from time to time or to postpone for any time or from time to time any of the powers exercisable by the CCA, H.P., against the said approved tenderer and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved off our liability by reason of any such variation or extension being granted to the said approved tenderer or for any forbearance, act or omission on the part of CCA, H.P., or any indulgence by the CCA, H.P., to the said approved tenderer 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.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by the CCA, H.P.

Dated: \_\_\_\_\_

For \_\_\_\_\_  
(Indicate the name of the Bank)

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

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