

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS
OFFICE OF THE DEPUTY DIRECTOR GENERAL (TERM)
2nd Floor, Doorsanchar Bhawan, Hoshangabad Road, Bhopal-462015 (MP)

Tender No. 9-7/2016-DDG-TERM-MP/Tender/Outsourcing/15-16/7 dated: 29/01/2016

E-BID DOCUMENT

TENDER FOR
Outsourcing
in the O/o DDG (TERM), Bhopal
Department of Telecommunications

*(Visit us at www.dot.gov.in, <http://eprocure.gov.in/eprocure/app> or
<http://eprocure.gov.in/epublish/app>)*

Not transferable

Cost of E-Bid Document: Rs. 573/- (inclusive of tax)

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SECTION- I

**O/o Deputy Director General
(Telecom Enforcement, Resources & Monitoring)
Government of India, Ministry of Communications & IT
Department of Telecommunications
II Floor, Doorsanchar Bhavan, Hoshangabad Road
Bhopal – 462015**

Tender No. 9-7/2016-DDG-TERM-MP/Tender/Outsourcing/15-16/7

dated: 29/01/2016

NOTICE INVITING TENDER

E tenders on behalf of the President of India, is invited under Two Bid System viz. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower supply Companies /Firms /Agencies for providing services of seven manpower in the office of DDG (TERM), Bhopal, for a period of one year from the date of contract.

| Office where services required | Schedule of Requirement | Quantity | Approximate Cost (in Rs.) of tender | Earnest Money Deposit |
|--------------------------------|-------------------------|----------|-------------------------------------|-----------------------|
| O/o DDG TERM MP | Seven skilled Manpower | 07 | Rs.11,00,000/- | Rs.27500/- |

Note: The tenderer should submit DD for Rs.27500/- for the above EMD. The DD has to be submitted off line before 15:00 hrs on 26-02-2016 and scanned copy of DD to be uploaded online.

2. Schedule:

Date of issue of Bid Document:

Bidder can download the Bid Document from 29-01-2016 from the DOT website <http://www.dot.gov.in> or the E Procurement portal <http://eprocure.gov.in/eprocure/app> by using bidder login credentials.

Last Date & time for receipt of tender : 26-02-2016 at 15:00 hrs.

Physical submission of EMD and Tender document fee : 26-02-2016 at 15:00 hrs.

On-line opening of Tender Bids(Technical bids) : 26-02-2016 at 15:30 hrs.

Date & time for opening of Financial Bid for Technically qualified bidders. : Will be intimated later.

Place of opening the Tenders : O/o DDG(TERM), 2nd Floor, Doorsanchar Bhavan, Hoshangabad Road Bhopal – 462015

Bid Validity Period/Validity of Bid offer for Acceptance by DOT : 90 days from the date of opening of the tender.

3. Accessibility of Tender Document

Tender document can be obtained by downloading it from the website www.eprocure.gov.in or www.dot.gov.in

4. Tender Document Fee

: DD for an amount of Rs.573/- (Rupees Five Hundred and Seventy Three only) inclusive of applicable taxes (non-refundable) from Nationalized / Scheduled bank drawn in favour of "CAO (CASH), CCA MP Bhopal payable at Bhopal has to be submitted offline (Scanned copy of DD to be uploaded online) towards tender document fee failing which the tender bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Draft submitted.

Name of Tenderer & Signature & Stamp:

5. **Submission of Tenders** .The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per guidelines mentioned in the portal. Tender have to be submitted only online at <http://eprocure.gov.in/eprocure/app> in two bid systems i.e. (i) technical bid and (ii) financial bid in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in clause No.16 of Section-II of the Tender Document.

6. The Department reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the DDG (TERM), MP, Ministry of Communication & IT, and Department of Telecommunications in this regard shall be final and binding on all.

7 The aforesaid DDs/Pay orders towards cost for Tender Document and EMD should be submitted offline to the tender inviting authority i.e Director –I (TERM), Bhopal TERM Cell on or before 15:00 hrs on 26-02-2016and the scanned copy to be uploaded online or before 15:00 hrs on 26-02-2016.The DD towards the cost of Tender Document and that towards the Earnest Money Deposit should bear the date after the date of NIT.

8. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/ register before participating trough the website <http://eprocure.gov.in/eprocure/app>.The portal enrolment is free of cost.

Director –I (TERM)
Office of Dy. Director General (TERM)
2nd Floor, DoorSanchar Bhawan,
Hoshangabad Road, Bhopal-462015 (MP)

Name of Tenderer:
Signature & Stamp

SECTION II

INSTRUCTIONS TO BIDDERS

1. Definitions:

- i. "The purchaser" means the Department of Telecommunications, Ministry of Communications & IT, Government of India.
- ii. "The bidder" means the individual or firm who participates in this tender and submit its bid.
- iii. "The supplier" means the individual or firm providing services under contract.
- iv. The Services means all the Services, which the supplier is required to provide to the purchaser under the contract.
- v. Letter Of Intent (LOI) means the written communication to the successful bidder of the intention of the purchaser to accept the tender as per the terms & conditions contained & referred there in.
- vi. "The Purchase Order" means the written order placed by the purchaser on the supplier signed by purchaser including all section incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- vii. "The contract Price" means the price payable to the supplier under the purchase order/work order for the full & proper compliance of his contractual obligations.
- viii. The records, terms & expressions not specifically defined herein or in the tender documents, shall have the same meaning assigned to them, as the case may be. The Head notes are for guidance only & shall not affect the interpretation or construction of any provision thereof in the tender documents.
- ix. Date of receipt of communication of purchase order will be taken as actual date of receipt or 7 days from date of dispatch in case of postal delivery; whichever is earlier unless specifically mentioned.

2. Services to be provided: As per Section V.

3. Eligibility Criteria

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

- (a) The Registered Office or one of the Branch Offices of the manpower Company / Firm / Agency should be located in Bhopal;
- (b) The manpower Company / Firm / Agency should be registered with the appropriate Registration authority;
- (c)) The Company / Firm / Agency should have at least two years' experience in providing manpower to Public Sector Companies / PSU Banks / Government Departments/Municipal Authority or any other Govt. Authority etc.;
- (d) The Company / Firm / Agency should have its own Bank Account;
- (e) The Company / Firm / Agency should be registered with Income Tax and Service Tax departments;
- (f) The Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

4. Cost of Bidding

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

Name of Tenderer:

Signature & Stamp:

5. Bid Document

- i. Bid document includes
 - a. Notice Inviting Tender- Section I
 - b. Instructions to Bidders- Section II
 - c. General (Commercial) Conditions of Contract- Section III
 - d. Special Conditions of the Contract- Section IV
 - e. Schedule of Requirements- Section V
 - f. Technical Bid Form – Section VI
 - g. Financial Bid Form- Section VII
 - h. Format for Performance Bank Guarantee- Section VIII
 - i. format for Agreement – Section IX
 - j. Check list & instructions of bid document- Section X
 - k. Format for letter of Authorization for attending of Bid Opening- Section XI
- ii. The bidder is required to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all or any of the information required as per Bid document or submission of the bids not substantively may result in rejection of the bid.
- iii. A prospective bidder requiring any clarification on the Bid documents shall have to notify the purchaser in writing. The purchaser shall respond in writing to any such request which it receives not later than 7 days prior to the date of opening of Tender.

6. Amendment to bid document

- i. At any time, prior to the date of submission of Bids, DOT may, for any reason, whether on its own initiative or in response to any clarification received from a bidder, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on them.
- ii. In order to afford prospective bidders a reasonable time to take the amendment in to account in preparing their bids, the DOT may, at its discretion, shall extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web site as and when it is made.
- iii. Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.

7. Bid Form

The bidder shall complete the bid form and the appropriate price schedule furnished in the bid document as per Sections VI & VII.

8. Bid Price:

- i. The supplier shall quote the price as per format enclosed (section VII) and fill up the relevant parts accordingly.
- ii. Bids submitted with variable prices shall be rejected as a non-responsive bid.
- iii. The Administrative charges quoted by the bidder shall remain firm during the entire period of the contract.
- iv. The unit prices shall be quoted with sufficient details to enable the purchaser to arrive at total prices of the services offered.
- v. Bids, offering rates lower than the minimum wages (as applicable to Bhopal) for the pertinent category, will be rejected.
- vi. The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable, or illogical rates.
- vii. "DISCOUNT" if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount etc. into account.

Name of Tenderer:

Signature & Stamp:

- viii. Bid Price shall be quoted exclusive of applicable taxes, duties, levies etc. Statutory taxes, duties, levies etc. applicable will be borne by the purchaser. However, at the time claiming, taxes, duties, levies etc. applicable should be specifically indicated in the bills. Copies of notifications issued by authorities concerned specifying applicability & rates should be submitted to the purchaser along with the first bill and subsequently in case of any changes.
- ix. The price quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9. Earnest Money Deposit:

- i. The Earnest Money Deposit is required to protect the Purchaser's interests against the risk of bidder's conduct, which would warrant forfeiture of the bid security.
- ii. An Earnest Money Deposit (EMD) of Rs. 27500/- as mentioned in NIT in the form of A/C payee Demand draft drawn in favor of the 'CAO (cash), CCA MP', payable at Bhopal from a nationalized/scheduled bank, should be enclosed with the bid.
- iii. Amount or amounts payable, if any, to the bidder or the bid security furnished by the bidder in respect of an earlier bid, shall not be adjustable against this bid.
- iv. The amount deposited as bid security shall carry no interest during the entire period it remains with Department of Telecommunications.
- v. The Earnest Money Deposit of unsuccessful bidders will be discharged /returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.
- vi. The Earnest Money Deposit of the successful bidder will be converted as part of performance guarantee.
- vii. The bid security shall be forfeited:
 - a. if the bidder withdraws his bid during the period of bid validity ; or
 - b. In the case of a successful bidder, if the bidder fails to sign the contract and /or fails to furnish performance guarantee (S.D.) in accordance to the relevant clauses of the documents(s).

A bid not secured in accordance to para 9 shall be summarily rejected as a non-responsive bid.

10. Filling of Bid Document

- i. The bid shall be filled either typed or printed or neatly hand written and all pages of the enclosures numbered sequentially and all pages of the bid document should be signed by the bidder or a person duly authorized to bind the bidder to the contract.
- ii. Over writing/erasures if any in the technical bid must be duly authenticated with the full signature of the person signing the bid. Overwriting/Corrections is not permitted in the financial bid.
- iii. Violation of the above clauses will lead to the rejection of the tender.

11 Submission of Bid: The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per guidelines mentioned in the portal. Tender have to be submitted only online at <http://eprocure.gov.in/eprocure/app> in two bid systems i.e (i) technical bid and (ii) financial bid in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in clause No.16 of Section-II of Tender Document.

Name of Tenderer:

Signature & Stamp:

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12. Modification of bids.
The bidder may modify online his bid before the deadline prescribed for submission of bid.
13. Summary Rejection of Bid:
One or more of the following reasons will render a bid liable to summary rejection:-
- i. A bid not secured in accordance with para 9 of section II of the bid document.
 - ii. Downloaded bid document without DD for requisite amount towards price of bid document (Rs. 573/-) in favor of 'CAO, CCA, MP payable at Bhopal from a Nationalized/Scheduled bank. And EMD amount of Rs. 27500 /- in form of DD Favoring 'CAO, CCA, MP 'Bhopal payable at Bhopal.
 - iii. Conditional bid or bid received with validity for a shorter period than prescribed.
 - iv. Documents establishing eligibility as per clause 3 not submitted.
 - v. Over-writing/ corrections in the Financial Bid form.
14. Evaluation:
- i. All bids will be examined for responsiveness with respect to terms & conditions in the bid document.
 - ii. Thereafter the evaluation will be done for substantively responsive bids only.
 - iii. A substantively responsive bid is one that conforms to all the terms and conditions of the Tender Documents without any material deviations. The bid's responsiveness shall be based on the contents of the bid itself without recourse to any extrinsic material.
 - iv. A bid determined as substantively non-responsive shall be rejected.
 - v. The bidder(s) shall not be permitted to make corrections after opening of bid to make such bid(s) substantively responsive.
 - vi. The purchaser is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender and of allotting the quantities offered. The bidders shall supply the quantities as decided by the purchaser at the approved rates.
 - vii. The purchaser may waive minor non-conformance or irregularity(s) in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of the bid(s).
 - viii. O/o DDG(TERM), MP shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the services offered inclusive of all the levies and charges but (excluding service tax)as indicated in the Schedule of Rates and Evaluation of the Formula as per Section VII. Financial evaluation of bid shall be done in accordance to the rate quoted by the bidder in the column "Contractor Administration Charges" in the annex-II of Financial Bid Section VII.
 - ix. Arithmetical error, if any shall be rectified in the following manner:
 - a. If there is a discrepancy between the unit price & the total price that is obtainable by multiplying the unit price with quantity, the unit price shall prevail & the total shall be corrected accordingly.
 - b. If there is a discrepancy between words & figures; the amount in words shall prevail.
 - c. If there are errors in the calculations or rate of applicable Govt. levies, duties & taxes, the same will be corrected by the purchaser.
15. Commercial Evaluation of Substantively Responsive Bids:
On bid opening day mentioned in the NIT only technical bids will be opened which will be evaluated for responsiveness. Financial bids of those bidders whose technical bids are found to be responsive only will be opened and commercially evaluated, on a different date. Date of opening of financial bids will be intimated to all eligible bidders. The ranking shall be based on the prices offered inclusive of all taxes.

16. Documents comprising the bid

The submitted bid document shall comprise the following components:-

A. Technical Bid:- PART-A

- i. Technical Bid form duly filled (as per section VI).
- ii. EMD (Scanned copy of DD to be uploaded online & Original DD to be submitted offline).
- iii. Cost of the tender document i.e document fee (scanned copy of DD to be uploaded online & original DD to be submitted offline)
- iv. Documentary evidence established in accordance with clause 3 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted. The following documents are to be scanned and uploaded online).
 - a. Self attested copy of Certificate of Incorporation and/or valid Shop & Establishment Registration Certificate, as applicable
 - b. Self attested copy of Article/Memorandum of Association or Partnership Deed or Declaration stating that the firm is a proprietary concern as the case may be, of the Company/Firm/Agency in respect of clause 3
 - b. Self attested copy of labour license of the Company/Firm/
Or
Declaration regarding exemption/non-applicability of labour license quoting relevant clause(s) of Labour Laws, duly notarized on Rs. 100/- stamp paper.
 - c. Self attested copy of PAN/GIR card of the Company/Firm/ Agency in respect of clause 3
 - d. Self attested copy of the Service tax registration of the Company/Firm/ Agency in respect of clause 3.
 - e. Self attested copy of the EPF Certificate of the Company/Firm/Agency in respect of clause 3.
 - f. Self attested copy of the ESI Certificate of the Company/Firm/Agency in respect of clause 3.
 - g. Self attested copy of experience certificates.
- v. Certification regarding near relatives as per Annexure-II of section VI. In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all directors of company.
- vi. Tender document duly signed and stamped on all pages.
- vii. Declaration as per Annexure-I of Section VI

All the above documents are to be scanned and uploaded online in the e-procurement site..

At any point of time original documents may be asked for verification. In case originals are not produced before due date bids may be rejected.

B. Financial bid:- PART-B

Financial bid form at Section VII duly filled & signed and uploaded on line in the e-procurement site.

Name of Tenderer:

Signature & Stamp:

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application
Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT.
2. Period of validity of bids
 - i. The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by DDG (TERM), MP as nonresponsive.
 - ii. A Bidder accepting the request of DDG (TERM), MP for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify bid.
3. Cancellation of bid
DDG (TERM), Bhopal reserves the right to cancel the bid (Tender) partly or fully without assigning any reason.
4. Contacting the Purchaser

No bidder shall try to influence the Purchaser on any matter relating to its bid, at any stage. Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
5. Award of Contract
DDG (TERM), Bhopal shall consider placement of letter of intent to the bidder whose offer has been found technically, commercially and financially acceptable.
6. The bidder, within 15 days of issue of letter of intent, shall give his acceptance along with performance security bond in conformity with section VIII of the bid document.
7. Annulment of Award
Failure of the successful bidder to comply with the requirement of Clause 6 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event DDG (TERM), Bhopal may make the award to any other bidder at the discretion of DDG (TERM), Bhopal or call for new bids.
8. Signing of Contract
Signing of Agreement shall constitute the award of the contract on the bidder.
9. Performance Security
 - i. The successful tenderer will have to deposit a Performance Security Deposit within 15 days of the issue of the formal order, for a sum equivalent to 10% of contract value subject to revision at the time of placing the work order. The performance security should be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of 'CAO, CCAMP', payable at Bhopal or Fixed Deposit Receipt (FDR) from a Commercial Bank. Made in the name of the Company / Firm / Agency but hypothecated to the 'CAO, CCA, MP, and Bhopal'. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.
 - ii. Performance security will be discharged after three months (from the end of contract) after compliance of contractor's performance obligations under the contract.

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- iii. If the agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the Performance Security Deposit shall stand forfeited without giving any further notice.
- iv. If the contractor fails or neglect any of his obligations under the contract it shall be lawful for DDG (TERM), MP to forfeit either whole or any part of performance security deposit furnished by the bidder as compensation for any loss resulting from such failure.
- v. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.
10. Extension of contract period.
- The contract shall be for one year, unless otherwise specified. However the purchaser reserves the right to extend the contract period by 1 year beyond the period specified in the letter of Intent, on the same rates and terms & conditions, if mutually agreed.
11. Right to vary quantities:
DDG (TERM), Bhopal reserves the right at the time of award of contract or at any time during the contract period, to increase or decrease the number of manpower by 2(two).
12. PAYMENT TERMS
The agency shall raise the bill, in triplicate, along with attendance sheet, duly verified by DDG-(TERM) MP, in respect of the persons deployed and submit the same to DDO (TERM), MP in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month. The claims in bills regarding Employees State Insurance, Provident Fund, and service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of this office.
13. Delays In The Supplier's Performance:
- i. Services under the contract shall be provided strictly in accordance with the schedule specified in the purchase order.
- ii. Delay(s) in the performance of service obligations shall render the supplier liable to any or all; of the following sanctions i.e. forfeiture of performance security (S/D), imposition of liquidated damages and/or termination of the contract for default, and / or barring the supplier for 3 years.
- iii. If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the services, the supplier shall promptly notify the purchaser in writing of the full fact about the delay, its likely duration & cause(s). As soon as practicable after receipt of the supplier's notice, the discretion to extend the period for performance of the contract after mutual discussions, lies with the purchaser ie. DDG (TERM) MP.
14. Liquidated Damage Charges:
The selected agency shall immediately provide a substitute in the event of any person leaving the job due any reason. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs.200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.
15. Termination of Contract.
DDG (TERM), MP, may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts:

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16. Termination for insolvency
DDG(TERM), Bhopal may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.
17. Force Majeure
If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockage or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality and given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be responsible of such events and be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of DDG (TERM),MP as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
18. Resolution of disputes & Arbitration
Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Department of Telecommunications, Ministry of Communications & IT.
19. Set Off
Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by DDG (TERM), MP and set off the same against any claim of DDG (TERM), MP for payment of a sum of money arising out of this contract or under any other contract made by contractor with DDG (TERM), MP.
20. In case of breach of any tender condition, delay or non-performance purchaser may take all or any of the following actions:-
i. Forfeiture of EMD
ii. Forfeiture of SD
iii. Cancellation of contract
iv. Barring participation of bidder in all future tenders of DoT for a period of 3 years or more.
21. Right to Cancel the Contract.
a. The purchaser shall have the right to cancel the contract wholly or in part in the event he is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s), by giving one month's notice.
b. The purchaser shall have the right to cancel the contract & forfeit S/D if subsequently it is found that the approved contractor is a "Member of Family" of a "Government servant".
22. Tenderers whose near relatives are employees of TERM Cell/CCA/DoT are not eligible to participate in this tender. 'Near Relatives' in relation to a Government Servant includes:-
i. Members of a Hindu Undivided Family,
ii. They are husband and wife,
iii. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
A declaration to this effect is required to be enclosed in the technical bid cover. Format for declaration is at Annexure-II of Section VI,

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instructions to the Bidders as contained in section II and general (commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. DDG (TERM), MP reserves the right of disqualifying such bidders who have a record of not meeting contractual obligations against earlier contract entered into with other departments/offices of central government.
4. DDG (TERM), MP reserves the right for placement of full tendered quantity on the approved bidder.
5. The contract is likely to commence date of award of contract and would continue for a period of one year. The period of the contract may be further extended for a period of 1 year after the completion of contract provided the requirement of this office for manpower exists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm / Agency. This office, however, reserves the right to terminate this initial contract at any time after giving one week notice to the selected service providing Company / Firm / Agency.
6. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and this office.
7. The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Department.
8. The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act.
9. The tenderer will be bound by the details furnished by him / her to this Department, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
10. The contracting agency shall ensure that the manpower deployed in the O/o DDG (TERM), MP Department of Telecommunications conforms to the technical specifications of age and language skills prescribed in section V of the Tender Document.
11. The manpower deployed by the agency shall be required to work normally as per MWA act i.e. from Monday to Friday with reporting time as 09:00 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. The attendant, if deputed for any official work outside the office within Bhopal area, shall not be entitled any other emoluments except only the actual bus fare for the purpose.
12. In case, the person deployed by the successful Company / Firm / Agency commits any act of omission / commission that amounts to misconduct /Indiscipline/ incompetence and security risks, the successful Company / Firm / Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 2 days of being brought to their notice.
13. The tendering company shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.
14. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.

Name of Tenderer:

Signature & Stamp:

15. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work etc.
16. The manpower deployed by the agency shall be required to work normally as per MWA act i.e. from Monday to Friday with reporting time as 09:00 hrs. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted. In case of repetition of such instances, clause 12 will be applicable.
17. The agency shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
18. It will be the responsibility of the service providing agency 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.
19. For all intents and purposes, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of Attendants so employed and deployed in this office. The persons deployed by the agency 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 DDG (TERM), MP Department of Telecommunications.
20. The service providing agency 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.
21. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
22. The persons deployed by the service providing agency 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.
23. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in this office.
24. The contractor shall be solely responsible for redress of grievances / resolution of disputes relating to the manpower deployed.
25. The TERM cell shall not be responsible for any damages, losses, claims, financial or other injury or any person deployed by the contractor during the course of their executing the services, or for payment towards any compensation.
26. Payment shall be made only to the contractor and on monthly lump sum basis as per actual service.
27. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office.
28. Tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
29. The tendering agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
30. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.

31. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof this office is put to any loss / obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
32. The Deputy Director General (TERM), MP, DoT, Ministry of Communications & IT reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
33. The contracting Company / Firm / Agency shall furnish the following documents in respect of the individual Attendants who will be deployed by it in this Department before the commencement of work:
 - a. List of Attendants short listed by agency for deployment at the O/o DDG (TERM),MP, containing full details i.e. date of birth, marital status, address etc;
 - b. Bio-data of the persons.
 - c. Character certificate from a Gazetted officer of the Central / State Government.
 - d. Certificate of verification of antecedents of persons by local police authority.

**II Floor, Doorsanchar Bhavan,
Hoshangabad Road
Bhopal – 462015**

Name of Tenderer:

Signature & Stamp:

SECTION V

SCHEDULE OF REQUIREMENT

1. No. manpower = Seven
2. Category of Manpower = Skilled
1year ,extendable by further one year,
3. Period of Contract = if
Mutually agreed.
4. The manpower deployed should be between 18 to 40 years of age.
5. The skilled manpower should be least higher secondary (12th) pass with a fair command on English. He /she should have sufficient knowledge of computer operations like MS Office (MS Word, MS excel and MS Access) and basics of internet use.
6. The nature of service will require the following abilities.
 1. Scanning the documents, computer data entry, preparing of reports and other office documents.
 2. Typing of official letters and other documents.
 3. Handling existing data and editing current information.
 4. Proof reading new entries into a database etc.
 5. Keeping the office record updated.
 6. Taking back up of data at regular intervals and storage of data.
 7. The nature of services shall include carrying out all the functions generally performed in this office by **data entry operators** including but not limited to the work of maintenance of office record.
 8. Any other work assign to them time to time.

Name of Tenderer:

Signature & Stamp:

SECTION VI

TECHNICAL BID

Annexure-I

**For the tender for Outsourcing works in the O/o DDG (TERM), Bhopal,
Department of Telecommunications.**

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. Banker of Company/ Firm/ agency with full address _____
(Attach certified copy of statement of A/c for the last two years)
Telephone Number of Banker: _____

6. PAN / GIR No. : _____
(Attach attested copy)

7. Service Tax Registration No. : _____
(Attach attested copy)

Name of Tenderer:
Signature & Stamp:

8. E.P.F. Registration No. : _____
(Attach attested copy)

9. E.S.I. Registration No. : _____
(Attach attested copy)

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

(Attach separate sheet if space provided is insufficient)

| Financial Year | Amount (Rs.lacs) | Remarks, if any |
|----------------|------------------|-----------------|
| | | |
| | | |

11. Give details of the major similar contracts handled by the tendering Company / Firm / Agency on behalf of PSUs and Government Departments during the last three years in the following format. Attested copies of work orders may also be attached.

| S.No | Details of client along with address, telephone and FAX numbers | Amount Contract (Rs.lacs) | Duration of Contract | |
|------|---|---------------------------|----------------------|----|
| | | | From | To |
| | | | | |
| | | | | |

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

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

Signature of authorized person

Date:

Place:

Name:

Seal:

Name of Tenderer:

Signature & Stamp:

Annexure I

DECLARATION

"I/We hereby declare that I/We have carefully gone through the terms & conditions of tender notice Tender No: 9-7/2016-DDG-TERM-MP/Tender/Outsourcing/15-16/ dated : 29/01/2016 in detail and agree to the rates submitted by me/us in the Rate Sheet and I/We agree in full".

1) Signature of the Party: _____
Full Name in Block Letters _____

Capacity in which the Tender is signed: _____

2) Full Address: _____

Telephone Number: Office _____

Res. _____

Name _____

Sign _____

Name of Tenderer:

Signature & Stamp:

Annexure-II

DECLARATION REGARDING NEAR RELATIVES

I Son/Daughter of a resident of hereby certify that none of my near relative(s) as defined below is/are employed in DoT/TERM Cell / CCA . In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have absolute right to take any action as deemed fit without any prior information to me.

Definition: The near relatives of all employees working in the Department of Telecommunications (TERM Cell/CCA/ DoT); either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

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

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

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

Name of Tenderer:
Signature & Stamp:

SECTION-VII**FINANCIAL BID**

(To be filled and uploaded)

Annexure-I**For outsourcing works in the O/o DDG (TERM) MP, Bhopal, Department of Telecommunications**

I. Name of tendering Company / Firm / Agency: _____

II. Details of Earnest Money Deposit: Rs. _____

D.D. / Bankers Cheque. No. & Date: _____

Drawn on Bank: _____

III. Following "Compound of Rate are taken in accordance with the central Govt. Minimum Wages Act, 1948 as applicable in the Bhopal area for Maintenance in building operations per day basis and other byelaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.).

| S.No. | Compound of Rate | Valuation | For one manpower |
|-------|--|----------------------|------------------|
| 1 | Minimum wages per day for B type city (Maintenance in building operations) (Basic + VDA) as per Central Govt notification No.1/17(6)/2015-LS-II dated 30.09.2015 | A=390.00 | 390.00 |
| 2 | Employees Provident Fund , Employees pension scheme and EDLIS by employer contribution as applicable | B=13.61 % of A | 53.04 |
| 3 | Employees State Insurance contribution from employer as applicable | C=4.75% of A | 18.52 |
| 4 | Service Tax as applicable | D = 14.5% of (A+B+C) | 66.92 |
| 5 | Total (G) per manpower per day | F= A+B+C+D | 528.50 |

Note: Wages are taken as per notification No.1/17(6)/2015-LS-II dated 30.09.2015 issued by O/o the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India, New Delhi. Minimum wages would be revised as per the revision of wages/ VDAs by the Ministry of Labour and Employment, New Delhi, if any during the period of contract will be paid by contractor and the same will be reimbursed by the TERM Cell, MP Bhopal on receipt of bill.

2. Here, percentage (mentioned above) value of Employees Provident Fund , Employees pension scheme , EDLIS ,ESIC and service tax etc. are taken as per present rules, however, Employees Provident Fund , Employees pension scheme ,EDLIS, ESIC and service tax etc. as per rules applicable from time to time will be paid to bidder during operation of tender.

3. It shall be presumed that each of the tenderer shall be liable to make payments to the manpower as per the above statutory liabilities and claim the same from the TERM Cell MP. The incidence of the above statutory payments shall be worked out by the TERM Cell MP & the tenderer need not quote against the same in financial bid.

4. Financial evaluation of bid shall be done in accordance to the rate quoted by the bidder in the column "Contractor Administration Charges" in the annex-II of Financial Bid.

Date.....

Tenderer

Place.....

Signature & Seal of the

Name.....

Name of Tenderer:

Signature & Stamp:

SECTION VII
FINANCIAL BID

Annexure-II

(To be submitted along with Annex -I)

IV Contractor Administration Charges:-

The Tenderer shall be required to quote only Contractor Administration charge per person per month deployed, which shall be the deciding parameter for the award of the contract. (The Contractor Administration charge rates are to be quoted per Calendar month per manpower irrespective of working days in the month, though the reimbursement of wages for manpower will be made per manpower for actual number of working days.)

| | | |
|---|--|-------------------|
| 1 | Contractor Administration Charges (in Rs.) per manpower per month. Inclusive of all statutory/taxation liabilities etc. upon administration charges but exclusive of service tax applicable. | In Figure Rs..... |
| | | In Words Rs..... |

Notes:

1. in addition to above applicable Service Tax on Contractor Administration Charges shall be payable separately as per the notification issued from time to time and on production of receipts of payment.
2. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities etc. but exclusive of service tax applicable which is currently 14.5 %.Service tax shall be paid separately as per extant rule However in revision of taxation / statutory payment shall be revised accordingly.
3. The payment shall be made on conclusion of the calendar month only on the basis of duties performance by each manpower during the month. However administration charges and service tax shall be paid per month per manpower after deducting penalty etc. if any.
4. L-1 Bidder will be decided based on Total contractor administration charges calculated.
5. Any correction/modification/updating must be authenticated by countersign with date.
6. Any difference between quoted figures and words, the rate quoted in words will prevail and be treated as final.
7. Contractor Administration charges will remain same for given basic rate during complete contract period. It shall not be affected when minimum wages are changed by the Government.
8. If a firm quotes 'NIL' or negative Contractor Administration charges / consideration, the bid shall be treated as unresponsive and will not be considered.

Name, Signature & Seal of the Tenderer

Name of Tenderer:

Signature & Stamp:

SECTION VIII

PERFORMANCE SECURITY BOND FORM

1. In consideration of Dy. Director General, Telecom Enforcement, Resources & Monitoring Cell, Bhopal Circle, having agreed to exempt _____ (herein after called the said contractor(s)) from the demand of security deposit money of Rs. _____ (Amount equivalent to 5% of the contract value) on production of bank guarantee for Rs. _____/- for the due fulfilment by the said contractors of the terms and conditions to be contained in an agreement in connection with the contract for supply of unskilled & semi-skilled manpower , we, (Name of the Bank) at the request of _____ contractor's do hereby undertake to pay the DDG(TERM) MP Circle, an amount of not exceeding _____ , against any laws or damage caused to or suffered or would be caused to or suffered by the DDG(TERM) MP Circle, by reason of any breach by the said contractor of any of the terms and 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 DDG (TERM) MP stating that the amount claimed is due by way of loss or damages caused to or suffered by the DDG(TERM) MP by reason of breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor'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 DDG (TERM) MP 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 DDG (TERM) MP any money so demanded notwithstanding any disputes raised by the contractor (s) / supplier(s) in any suit or proceedings pending before any court or tribunal relating to 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 the contractor (s) / supplier (s) shall have no claim against us for making such payment.
4. We (Name of the Bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year and three months from the date herein and further agrees to extend the same from time to time (after fifteen months) so that it shall continue to be enforceable till all the dues of the DDG (TERM) MP _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG(TERM), MP certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. We (Name of the Bank), further agree with DDG(TERM) MP that DDG(TERM) MP shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary and of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG(TERM) Bhopal against the said contractor (s) and to forbear or enforce any of the terms and 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 contractors or any indulgence by the forbearance, or any omission on the part of the (TERM) Bhopal or any indulgence by the DDG(TERM), MP to the said contractors 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 contractor (s) / supplier (s).
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by DDG (TERM) MP. Dated: _____ For _____ (Name of the Bank) N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with stamp act.

Name of Tenderer:

Signature & Stamp:

SECTION IX

PROFORMA FOR AGREEMENT

1. This agreement is made this day Between M/s.
..... (name of the Company)
hereafter called the 'Supplier' the first party which expression shall include his heirs, executors and administrators/their successors and Department of Telecommunications, hereinafter called "DOT", the second party, through Deputy Director General (TERM) MP, hereafter include his/her successors and assignees.
2. That WHEREAS the first party will supply semi skilled and unskilled manpower to O/o Deputy Director General(TERM) Bhopal in accordance with Tender No. 9-7/2016-DDG-TERM-MP/Tender/Outsourcing/15-16/7 dated : 29/01/2016 at the rates quoted by the supplier vide their financial bid in response to Tender No. 9-7/2016-DDG-TERM-MP/Tender/Outsourcing/15-16/7 dated : 29/01/2016 and as per all terms and conditions given in the aforesaid tender which shall become part and parcel of this agreement.
3. The performance Security Bond would be encashed by second party in case first party fails to provide manpower and/or breaches terms & conditions of the aforesaid tender document.
4. This agreement is made for a period of one year from _____ .

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS ----
--- DAY OF TWO THOUSAND AND ELEVEN.

| | |
|--|---|
| <p>1. Witness for Supplier</p> <p>Signature:</p> <p>Name & Address</p> | <p>Authorized Signatory of Tenderer</p> <p>Signature:</p> <p>Name & Address</p> |
| <p>2. Witness for DOT</p> <p>Signature:</p> <p>Name & Address</p> | <p>Authorized Signatory of DoT</p> <p>Signature:</p> <p>Name & Address</p> |

SECTION X

Check List & Instructions of bids

A. Check list of documents (All documents should be serially arranged & indexed)

| Sl. No. | Particulars of document | Whether enclosed (Yes/No) | Index No. |
|---------|--|---------------------------|-----------|
| 1. | Technical Bid | | |
| 2. | If tender document is downloaded DD towards price of tender Document. | | |
| 3. | EMD of Rs. 27,500 /- in the form DD | | |
| 4. | Self attested copy of Certificate of Incorporation and/or Shop & Establishment Registration Certificate | | |
| 5. | Self attested copy of AoA/MoA/Partnership Deed/Proprietorship declaration | | |
| 6. | Self-attested copy of Labour license or declaration duly notarized | | |
| 7. | Self attested copy of PAN/GIR | | |
| 8. | Self attested copy of the Service tax registration | | |
| 9. | Self attested copy of the EPF Certificate | | |
| 10. | Self attested copy of the ESI Certificate | | |
| 11. | Self attested copy of experience certificates, work orders etc. establishing experience of at least one year (within the last 3 years) of providing manpower to Public Sector Companies, Banks, Government Depts. etc. | | |
| 12. | Self-attested copy of the audited profit & Loss account statement of the Company/Firm/ Agency for the last financial year | | |
| 13. | Declaration regarding near relatives as per Annexure II of section VI | | |
| 14. | Declaration as per Annexure I section VI | | |
| 15. | Tender Document with each page duly signed on all pages by the Authorized signatory of the agency in token of their acceptance. | | |
| 16. | Financial Bid – Section VII | | |

Documents should be enclosed are as follows:-

- I. Technical Bid- *All documents from Sl. Nos. 1 to 15 as mentioned in the above checklist should be serially scanned and uploaded.*
- II. Financial Bid- *Financial bid should be completed in all respects to be scanned and uploaded.*
- III. Document to be submitted offline: *The envelope should be super scribed as “Tender for Outsourcing (Providing Data Entry Operators) ” to the O/o DDG(TERM)Bhopal, Department of Telecommunications Tender No. 9-7/2016-DDG-TERM-MP/Tender/Outsourcing/15-16/7 dated : 29/01/2016 Date of opening 26-02-2016 ” The envelope should contain the DDs/Pay orders towards cost for Tender Document and EMD should be submitted offline to the tender inviting authority i.e Director - II(TERM),Bhopal TERM Cell on or before 15:00 hrs on 26-02-2016.The DD towards the cost of Tender Document and that towards the Earnest Money Deposit should bear the date after the date of NIT*

Name of Tenderer:

Signature & Stamp:

SECTION XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To

Dy. Director General
TERM Cell, Bhopal
II Floor, Doorsanchar Bhavan, Hoshangabad Road
Bhopal – 462015.

Sub:- Authorisation for attending bid opening on _____
(Date) in the tender of _____

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

Order of Preference Name Specimen Signature
I.

Signature of Bidder
Or
Officer authorized to sign the bid
Documents on behalf of the Bidder

Note: 1. *only one representative will be permitted to attend bid opening.*
2. *Permission for entry to the hall where bids are opened may be refused in
case authorization as prescribed above is not received.*

SECTION-XII

Certificate of Minimum wages to be submitted by the Tenderer

We, M/s..... R/o..... certify that, we will fully comply with the provisions of Minimum wages Act, in respect of manpower to be engaged by us. The rates in the tender have been quoted by carefully considering the applicable current minimum wages and applicable EPF, Employee pension scheme and EDLIS contribution (@ 13.61 of minimum wages as applicable). ESI contribution (@4.75 % of minimum wages) services tax and other taxation/ statutory liabilities as fixed by the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India, New Delhi for M P State. Any responsibility for non-compliance of the provisions of the minimum wages act, solely rest with us with all possible risk & cost. We further certify that we will fully comply the provisions of EPF, ESI, and other contract labour related statutory acts in true spirit. We will submit the declaration to the effect, every month along with the bill.

Signature
Name
Name and Address of Firm

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. Bidder should do Online Enrolment in the Central Public Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnITrustline/SafeScript/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**

15. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
16. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).
26. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: 0755-2550199 or 09425603536.