



Government of India
Ministry of Communications
Department of Telecommunications
Office of the Deputy Director General,
Telecom Enforcement, Resources & Monitoring Cell
7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna – 800001

Bid No. TERM/BR/131-7/Tender/Unskilled/2016-17/

BID DOCUMENT

For “Providing unskilled manpower to TERM Cell, Bihar.”

(Visit www.dot.gov.in for details)

Non transferable

Price of Bid Document: Rs. 1,000.00

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ABBREVIATIONS

1. TERM	:	Telecom Enforcement, Resources and Monitoring
2. DoT	:	Department of Telecommunications
3. CCA	:	Controller of Communication Accounts
4. DDG	:	Deputy Director General
5. ADG	:	Assistant Director General
6. DE	:	Divisional Engineer
7. ADE	:	Assistant Divisional Engineer
8. AD	:	Assistant Director
9. Sr. SDE	:	Senior Sub Divisional Engineer
10. SDE	:	Sub Divisional Engineer
11. JTO	:	Junior Telecom Officer
12. CAO	:	Communication Accounts Officer
13. AO	:	Accounts Officer
14. AAO	:	Assistant Accounts Officer
15. JAO	:	Junior Accounts Officer
16. EMD	:	Earnest Money Deposit
17. PSD	:	Performance Security Deposit
18. DD	:	Demand Draft
19. PO	:	Pay Order
20. TDS	:	Tax Deducted at Source
21. PAN	:	Permanent Account Number
22. GIR No.	:	General Index Reg. Number
23. NIB	:	Notice Inviting Bid
24. EPF	:	Employee's Provident Fund
25. ESI	:	Employee's State Insurance
26. O/o	:	Office of



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7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna - 800001**

SECTION-I

No. TERM/BR/131-7/Tender/Unskilled/2016-17/01

dated: 22/12/2016

NOTICE INVITING BID

1. On behalf of the President of India, sealed bids are invited for “Providing unskilled manpower to TERM Cell, Bihar” under two Bid System i.e. Qualification Bid and Financial Bid from reputed, experienced financially sound Manpower resource suppliers who may be Individuals/Companies/Firms/Agencies.
2. Desirous individuals/companies/firms/agencies may obtain Bid Document on request in writing from JTO (TERM-III), 7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna – 800001 (Phone No. 0612- 2506060) on payment of Rs. 1,000/- (non-refundable) in form of a Demand draft from any of the scheduled bank drawn in the favour of Accounts Officer (Cash), O/o CCA, DoT, Bihar and payable at Patna.
3. Bid documents downloaded from the DoT web site- www.dot.gov.in are also acceptable. However, the requisite Bid cost of Rs. 1,000/- (Rs One Thousand) only in the form of Demand Draft from any of the scheduled bank drawn in favour of Accounts Officer (Cash), O/o CCA, DoT, Bihar and payable at Patna must be enclosed/attached with the bid document at the time of submission of the same.
4. Further details are as under: -

Description	No. & Type of manpower and likely period of continuation of work	Estimated Cost (Rs.)	EMD (Rs.)	Cost of Bid Document
Providing Unskilled Manpower to the TERM Cell, DoT, Bihar	20 (Twenty) Unskilled Manpower for Two Years	54,00,000/-	1,35,000/-	Rs.1,000/-

5. Eligibility criteria

- I. The bidder should have satisfactorily completed at least three works of similar nature in Central Govt./PSU/State Govt. in past three years reckoned from the date of NIT.
- II. The firm of the bidder should have turnover of Rs18 (Eighteen) Lakh in last three financial years.

6. Schedule –

Start Date & time of issue of Bid Document:	22/12/2016; 1100 Hrs,
Period of sale of bid document:	On each working day from 22/12/2016 to 16/01/2017 between 1100Hrs to 1600 Hrs
Last date & time for receipt of bids:	23/01/2017 up to 1600 Hrs.
Date & Time for opening of Qualification bids:	24/01/2017, Time 1200 hrs.
Date & Time for opening of Financial Bids:	31/01/2017, Time 1200 Hrs.
Place of opening of bids:	Office Chamber of JTO (TERM-III), O/o DDG (TERM), DoT, 7th Floor, Telephone Bhawan, R-Block,1942 Kranti Marg, Patna – 800 001
Validity of bids:	Till 30.06.2017.

The bids shall not be accepted after 1600 hrs of 23/01/2017 under any circumstances whatsoever.

7. The interested Individuals/Companies/ Firms/ Agencies may drop bid document (complete in all respect) along with Earnest Money Deposit (EMD) of Rs. 1,35,000/- (Rs One Lakh Thirty-Five Thousand) only and other requisite documents in the Bid Box kept in the chamber of JTO(TERM-III), O/o DDG (TERM), DoT, 7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna – 800001.
8. Bid document can also be submitted through Registered/Speed Post of Department of Posts or through courier but it must reach O/o DDG (TERM), DoT, Bihar in time as specified above.
9. The DDG (TERM), DoT, Bihar reserves the right to accept or to reject, partially or completely, any or all bids without giving any notice or without assigning any reason. The decision of the DDG (TERM), DoT, Bihar in this regard shall be final and binding.

**JTO (TERM-III)
O/o DDG (TERM), DoT,
Bihar, Patna.**

Section II

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Office of Deputy Director General (TERM), Department of Telecommunications located at 7th Floor, Telephone Bhawan, R-Block, Patna - 800001 requires unskilled manpower from reputed Companies / Firms / Agencies/ Individuals.
2. This office has initial requirement for 20 number of unskilled manpower. The natures of service for the unskilled manpower have been specified at clause 16 of this section. The requirement of this office may increase or decrease during the period of contract. Variation in requirement will be from 05 to 35.
3. The likely period of deployment of Manpower will be two years starting/ commencing sometime in April 2017.
4. The prospective bidders are advised to submit sealed envelope super scribing "Bid for Providing Unskilled Manpower" to the office of DDG, Telecom Enforcement, Resources and Monitoring Cell, Department of Telecommunications".
5. In case of downloaded tender, Bid cost of Rs. 1,000/- (Rs One Thousand) only in the form of Demand Draft from any of the scheduled bank drawn in favour of Accounts Officer (Cash), O/o CCA, DoT, Bihar and payable at Patna must be enclosed/attached with the bid document at the time of submission of the same.
6. The Earnest Money Deposit (EMD) of Rs. 1,35,000/- (Rs One Lakh Thirty-Five Thousand) only, must be submitted along with the Bid in the form of Demand Draft / Pay Order from any of the Scheduled bank drawn in favour of Accounts Officer (Cash), O/o CCA, DoT, Bihar and payable at Patna. **Bid/Offer not accompanying Earnest Money Deposit of the requisite amount will be summarily rejected.**
7. The successful bidder shall have to submit a Performance Security Deposit (PSD) in form of Demand Draft of an amount equal to 10% value of the Estimated Amount (including EMD already deposited with Bid) in favour of "**Accounts Officer (Cash), O/o CCA, DoT, Bihar and payable at Patna**".

After submission of PSD, the successful bidder will be required to enter into Agreement. The format of Draft Agreement is at Section-V of this bid document.

If the successful bidder will fail to enter into agreement due to any reason after submission of Performance Security Deposit (PSD), the PSD will be forfeited.

8. Bid Document

Bid document is in two parts (a) Qualifying bid and (b) Financial Bid

8.1 Qualifying bid consists of:

- a. Notice Inviting Bid.
- b. Scope of work and general instructions for bidders
- c. Terms and Conditions
- d. Declaration
- e. Draft Agreement
- f. ANNEXURES I to V
- g. Arrangement of Documents while submitting the bid

8.2 Financial bid consists of

- a. Schedule of Rates.

8.3 The bidder is requested to go through all instructions, forms, terms and conditions mentioned in the Bid document. Failure to furnish any information required as per Bid document or submission of the bids not substantially responsive to the Bid document in any respect will be at the bidder's risk and may result in rejection of the Bid.

9. The bidder is required to enclose photocopies of the following documents (**Self Attested Copy**), along with the Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

- (a) Copy of PAN / GIR card.
- (b) Copy of the Income Tax Return filed (Financial Year -2015-16 or Financial Year 14-15).
- (c) Copy of Letter of Registration/ Incorporation of the company/ firm/ agency (if bidder is other than individual).
- (d) List of 3 works of similar nature completed within last three years along with attested copies of certificate of their satisfactory completion from the department concerned.
- (e) The contractor should submit and confirm Chartered Accountant Certificate in respect of turnover of the firm.

10. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**

11. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized person may be attached. **Any overwriting or cutting in the Bid Form must be attested by the**

bidder/ authorized person to sign the bid, or otherwise the Bid shall be summarily rejected.

12. SUBMISSION OF BIDS

- i) The bid may be submitted in a duly sealed envelope. The envelope shall be addressed to **JTO (TERM-III), O/o DDG(TERM), Bihar,7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna-800001** and dropped in tender box or sent by speed /registered post. However, the Post must reach before the last date of bid submission. Bidder will be, solely, responsible for postal delay, if any.
- ii) Any bid received after the last date for submission of bids shall not be entertained and returned to the bidder.

iii) Method of preparation of bid:

- a. Each Bid should be submitted in envelopes placed inside a main cover. These envelopes should contain the following;

Envelope	Marked on the cover	Contents of Envelope
First	Qualifying Bid	Containing all documents as per clause 5, 6, 8 & 9 of Section -II except Rate Schedule.
Second	Financial Bid	Rate Schedule of providing unskilled manpower. (Total 4 pages including the cover page of financial bid)

On all these envelopes the name of the firm and whether “Qualifying” OR “Financial” bid must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape).

- b. (i) All envelopes (2 inner & one outer) must bear the following on the left hand top corner side:

Bid for Providing unskilled manpower “NOT TO OPEN BEFORE (DUE DATE of Bid)”

(Bid no.....)

- (ii) All envelopes (2 inner & one outer) must be addressed to **JTO (TERM-III), O/o DDG(TERM), Bihar,7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna-800001** at the center of envelope.

- (iii) **All envelopes (2 inner & one outer) must bear the full name and full address of the Bidder at the bottom left corner of the envelope.**

- c. The Bid with conditions other than those specified in the Bid document will be liable to be summarily rejected. No modification by the bidder in any of the conditions will be permitted.
- d. Each page of the Bid shall be signed either by the bidder himself or by a person duly authorized by the bidder (to sign the bid). The letter of authorization must be submitted in original along-with the bid.

13. **Bid opening**

- a. Bids shall be opened in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the representatives of bidders before they are allowed to participate in bid opening (Format is given in Annexure II of Section VI).
- b. The Bidder's name, modifications, bid withdrawals and such other details as the Department, at its discretion, may consider appropriate, will be announced at the time of opening.
- c. The Financial Bid shall be opened after qualification bid evaluation. Financial Bids belonging to only those bidders who are declared qualified in the qualification bid evaluation shall be opened.

14. The envelope containing Bid shall be opened on the scheduled date and time i.e. at **1200 hrs. on 24/01/2017** in the office of DDG (TERM), 7th Floor, R-Block, Telephone Bhawan, Patna- 800001 in the presence of the representatives of the bidders. The representatives of the bidder should bring a letter of authorization (to attend bid opening) in the format as mentioned at Annexure-II of Section-VI.

However, the bidder is free to submit the said letter of authorization in the O/o DDG (TERM), DoT, Bihar even earlier than the date of opening of the bid. In such a case, the representative may come with original ID only. However, the name and signature on the ID must match with the name and signature on the letter of authorization submitted directly to the office of DDG (TERM), DoT, Bihar before opening of bid.

15. The bidder shall quote the bids as per the format enclosed at **Section VIII**.

16. GENERAL REQUIREMENTS

- 1.
 - a. The unskilled manpower may be illiterate. However, 10th class pass persons will be given preference.
 - b. The unskilled manpower should be in the age group of 18-50 years.
- 2. The nature of service for the Unskilled manpower shall include but not limited to the following activities: -
 - a. To open the office at least two hours before the start of office hours and to close the office after departure of all officers/staff.

- b. Regular cleaning of floors of office before start of office hours.
- c. Regular cleaning, dusting of furniture/instruments/tools, etc. of office before start of office hours.
- d. Cleaning of cups, plates, other utensils, etc.
- e. Preparing tea, coffee, etc. for officers/staff/visitors/guests.
- f. Serving tea, coffee, water, snacks, lunch/dinner, etc. to officers/staff/visitors/guests (including during the meetings).
- g. To work as security guard as and when required.
- h. Dispatch and delivery of official letters. Photocopying, faxing, making sets of reports/documents, etc.
- i. Distribution of office mail, letters & files to concerned person in the office.
- j. Any other work assigned by the officers in O/o DDG (TERM), Bihar.

However, at least two unskilled persons out of twenty should be those who would do the job of cleaning the toilets, wash basins, etc. apart from cleaning of office floor/space.

17. The successful bidder shall furnish the following documents before award of work: -
- a. Self-attested copy of Service Tax registration certificate issued by competent authority.
 - b. Self-attested copy of the EPF registration certificate issued by competent authority.
 - c. Self-attested copy of the ESI registration certificate issued by competent authority.
18. The EMD of the bidder will be forfeited if he withdraws from the bidding process before finalization of bid or 30.06.2017, whichever is earlier.
19. The EMD of the successful bidder will be forfeited if he does not accept the award of bid or doesn't submit Performance Security Deposit.
20. The bidder (including proprietors/ partners/ directors, in case of a firm/company/agency) must not be a relative of any employee of the office of DDG(TERM), DoT, Bihar or office of CCA, DoT, Bihar. A declaration to this effect must be attached with the bid document in the format as prescribed at Annexure-IV of Section-VI.
21. The bidder must not tamper the downloaded bid document (downloaded from the website www.dot.gov.in). A declaration to this effect must be attached with the bid document in the format as prescribed at Annexure-I of Section-VI.
22. The bidder must not be a debarred or black-listed individual / Company/ Firm/ Agency by any authority of any State Government or Central Government or any of their PSUs

on the day of submission of bid. A declaration regarding above must be attached with the bid document in the format as prescribed at Annexure-III of Section-VI.

23. The bid document must be signed on each page by the bidder himself or by his authorized person. If the bid is to be signed by an authorized person, the authorized person must have authority letter.

The authority letter must be issued by the bidder himself (in case of individual/ proprietorship firm) or by any partner/ director (in case of partnership firm or company or agency).

The original authority letter should be submitted along with the bid document.

24. The bidder must attach (with the bid document) its own profile in the format prescribed at Annexure-V of Section-VI.
25. DDG (TERM), DoT, Bihar reserves the right to accept or reject (fully or partially) any or all bids without assigning any reason.
26. DDG (TERM), DoT, Bihar reserves the right to accept a bid which may or may not be lowest.

JTO (TERM-III)

Section III

TERMS AND CONDITIONS

General

1. The manpower deployment may commence from sometime in April, 2017 and shall continue for a period of two years, unless it is curtailed or terminated by the office of DDG (TERM), DoT, Bihar due to any reason including owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements of workforce.
2. The contract shall automatically expire after two years unless and until extended further.
3. The contract may be extended for a period of one year on the same terms and conditions on sole discretion of DDG (TERM), DoT, Bihar and for a further period not exceeding two years with mutual consent of both the parties.
4. The either party may terminate the contract during its currency after giving three months' notice to other party.
5. The contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under the contract to any other agency.
6. The contractor will be required to pay at least minimum wages to the manpower deployed as prescribed under various Acts of **Central Government** including the Minimum Wages Act or its subsequent amendments. The contractor will maintain proper record as required under the various Laws / Acts and their rules and regulations.
7. The office of DDG (TERM), DoT, Bihar, at present, has requirement of approximately ten number of unskilled manpower. The requirement of the office may increase or decrease during the period of contract and the contractor will be required to provide additional manpower, or may have to withdraw some of the deployed manpower on the same terms and conditions.
8. The contractor will be bound by the details furnished by him / her to this Department, while submitting the bid 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.
9. The contractor shall ensure that the manpower deployed in the Office of DDG (TERM), DoT, Bihar conforms to the requirements prescribed at clause 16 of section II of the Bid Document.

10. The manpower deployed by the contractor shall be required to work for about eight hours on each working day i.e. from Monday to Friday from 0900 hrs. to 1730 hrs. with a lunch break of half-hour from 1300 hrs. to 1330 hrs. However, if required the deployed person may have to work beyond 1730 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and holidays, if required.
11. The contractor shall furnish the following documents in respect of the individual manpower to be deployed in the office of DDG (TERM), DoT, Bihar before the commencement of work: -
 - a. List of manpower shortlisted by agency for deployment in the O/o DDG (TERM), DoT, Bihar.
 - b. Bio-data of each person deployed.
 - c. Attested copy of Certificates (if any) of the deployed persons.

In case of change of manpower at any stage during the contract, the requirement of (b) and (c) mentioned above must be fulfilled before the change is affected.

12. In case, the person deployed by the contractor commits any act that amounts to misconduct/ indiscipline/ security breach, the contractor will be liable to take appropriate action against such persons, including removal of concerned manpower from duty.
13. The contractor shall provide identity card to each person deployed in the office. Such identity card must have photograph and personal information (such as name, father/husband name, address, date of birth, identification mark, etc.) of the concerned person.

The deployed person must carry identity card with him while attending duty. If any deployed person comes to office without identity card, he may be denied entry in the office.
14. The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters are not divulged or disclosed to any person by the deployed manpower.
15. The person deployed by the contractor should be neatly dressed, maintain proper discipline and good behavior with all. The contractor shall ensure proper conduct in the office by the manpower deployed.
16. The contractor shall enforce prohibition of consumption of alcoholic drinks, paan (including Paan masala), tobacco, smoking, loitering, etc. by the deployed manpower during the office period/ in the office.
17. For all intents and purposes, the contractor shall be the "Employer" within the meaning of various Labour Laws in respect of manpower so deployed in the office.

18. The contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
19. The contractor shall be solely responsible for the following and bear the related cost:
 - a. any damage done to the office by the deployed manpower, or
 - b. any legal or other compensation caused to the office by the deployed manpower.
20. The manpower deployed by the contractor shall not have any claims of Master and Servant relationship vis a vis TERM Cell nor have any principal and agent relationship with or against the TERM Cell.
21. The manpower deployed by the contractor shall not be entitled for any claim like pay, perks and other facilities which may be admissible to casual, ad-hoc, regular/ confirmed employees of this office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in the TERM Cell. The Contractor should communicate the above to all the manpower deployed in the office.
22. Payment shall be made only to the contractor on monthly basis as per actual services rendered.
23. None of the manpower supplied to the office of DDG (TERM), DoT, Bihar should be a relative of any employee of the office of DDG (TERM), DoT, Bihar.

LEGAL

24. The contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, etc. in respect of the persons deployed in the office.
25. The contractor shall be liable for depositing all taxes, levies, cess, service tax, etc. to the concerned authorities from time to time as per extant rules and regulations on account of service rendered to TERM Cell, Bihar.
26. The contractor shall maintain all statutory records under the extant laws. The contractor shall produce the same, on demand, to the concerned authority of the office or any other authority prescribed under the respective law.
27. The TDS shall be deducted as per the provisions of extant Income Tax Act and their Rules/Regulations, as amended from time to time.

28. In case, the contractor fails to comply with any statutory / taxation liability under applicable laws and as a result thereof TERM Cell, Bihar is put to any loss/ obligation, monetary or otherwise, TERM Cell, Bihar will be entitled for recovery of the same out of the outstanding bills or the Performance Security Deposit of the contractor, to the extent of the loss or obligation in monetary terms.
29. Settlement of disputes, if any, will be done as per provisions of the Indian Arbitration and Conciliation Act and place of proceedings of Arbitration will be at **Patna**.

FINANCIAL

30. If the contractor fails to start deployment of manpower after issue of work order, the PSD will be forfeited.
31. The contractor shall submit the monthly bill, in triplicate, along with the following documents in the office of DDG(TERM), DoT, Bihar: -
- a. Photocopy of attendance sheet [duly verified by designated officer of TERM Cell, Bihar] in respect of persons deployed,
 - b. Documentary proof of payment of wages (corresponding to duty performed) of previous month to the persons deployed,
 - c. Documentary proof of remittances towards EPF, ESIC, Service Tax in respect of previous month to the authorities concerned.
 - d. A declaration that none of the manpower deployed is a relative of any employee of the office of DDG (TERM), DoT, Bihar.
32. The claims in bill will be considered, if and only if, the documents as mentioned at para 31 above are attached with the bill.

33. PAYMENT to CONTRACTOR

The payment to the contractor will be made on monthly basis corresponding to actual service rendered. It should contain details of duty performed by each manpower including overtime done, if any.

34. Set off Clause: -

Any sum of money due and payable to the contractor (including performance security deposit refundable to him) under this contract may be appropriated by the office and set off the same against any claim [of any other Government department (State/Central) or of any PSU of state government or central government] for payment of a sum of money arising out of this contract/agreement, or under any other contract/agreement, made by the contractor with respective government departments/PSUs.

PENALTY

35. Absence from Duty: -

In case, any person deployed is absent on a particular day or comes late / leaves early, one-day wage may be deducted. In case of happening of such instance for more than two consecutive days, following shall be applicable: -

- a. The contractor shall provide a substitute in the event of any person remaining absent for more than two consecutive days for any reason.
- b. Delay by the contractor in providing a substitute after expiry of two days' absence shall attract fine @ Rs.100/- (Rs. One Hundred) only per day starting from the day from which the person has been absent, besides deduction in payment on pro-rata basis.

36. Breach of Terms and Conditions of Contract: -

In case of breach of any terms and conditions of the contract, any or all of the following actions may be taken against the contractor: -

- a. the Performance Security Deposit of the contractor may be forfeited, and/or,
- b. the Agreement may be terminated, and/or,
- c. the contractor may be black-listed.

JTO (TERM-III)

Section IV
DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director / authorized signatory of the agency/Firm, mentioned above, am competent to sign this declaration and execute this Bid document,

2. I have carefully read and understood all the terms and conditions of the Bid and undertake to abide by them,

3. The information / documents furnished along with the above bid document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my Bid at any stage besides liabilities towards legal action.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

SECTION –V

DRAFT AGREEMENT

The agreement made on this ____ day of _____(month) _____ (year) between _____, herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heirs, executors, administrative representative and assignees) on one part & Deputy Director General (Telecom Enforcement, Resource & Monitoring Cell), Bihar, 7th floor, Telephone Bhawan, R-Block, Patna – 800 001, herein after referred to as the Govt., on the other part, and

Whereas the contractor has consented to enter into agreement with Govt. for providing Unskilled manpower to the O/o DDG(TERM), DoT, Bihar on the terms and conditions mentioned in the bid document and at the rates approved by the DDG(TERM), DoT, Bihar, and

Whereas the necessary Performance Security Deposit (PSD) has been furnished/ deposited/ submitted in accordance with the provisions of the Bid document, and

Whereas no interest will be claimed on the PSD / EMD by the contractor,

Now, in presence of witnesses (as detailed at the bottom of this agreement document), it is, hereby, agreed and declared by and between both the parties as follows: -

1. This Agreement shall be valid for two years from the date of signing,
2. This Agreement may be extended by one year at the sole discretion of Govt.,
3. This Agreement may be further extended for a maximum period of two years (i.e. beyond three years) with mutual consent of both the parties,
4. This Agreement may be terminated by either party by giving a three months' notice even before expiry of the Agreement.
5. The contractor, during the validity period of this Agreement, shall carryout the assignment of work by deploying the required number of unskilled manpower (employed at his own expense) as per work order issued.
6. The NIB (No.: TERM/BR/131-7/Tender/Unskilled/2016-17 dated 22/12/2016), the corresponding Bid Document, approved rates and work orders shall be deemed to be included as part and parcel of this Agreement.
7. The contractor shall not admit anybody connected with or in the employment of the O/o DDG(TERM), DoT, Bihar and/or O/o CCA, DoT, Bihar as partner in his firm/ company/ agency (if the contractor happens to be firm/ contractor/ agency).
8. The contractor shall abide by the terms and conditions stipulated in the Bid

document including any correspondence between the contractor and the Govt. having bearing on execution of work and payments thereof.

9. SCHEDULE OF RATES

The payment to the contractor will be made on monthly basis and calculation will be made at following rates: -

a. Rate per Hour (Wage) – Rs

The payment will be made on the basis of actual number of hours worked in a month by the deployed manpower individually.

10. PENALTY

i. Absence from Duty: -

In case, any person deployed is absent on a particular day or comes late / leaves early, 8 hours' wage may be deducted. In case of happening of such instance for more than two consecutive days, following shall be applicable: -

- a. The contractor shall provide a substitute in the event of any person remaining absent for more than two consecutive days for any reason.
- b. Delay by the contractor in providing a substitute after expiry of two days' absence may attract fine @ Rs.100/- (Rs One Hundred) Only per day starting from the day from which the person was absent, besides deduction in payment on pro-rata basis.

ii. Breach of Terms and Conditions of Contract: -

In case of breach of any terms and conditions of the contract, any or all of the following actions may be taken against the contractor: -

- a. the Performance Security Deposit of the contractor may be forfeited, and/or,
- b. the agreement may be terminated, and/or,
- c. the contractor may be black-listed.

11. Settlement of disputes, if any, will be done as per provisions of the Indian Arbitration and Conciliation Act and place of proceedings of Arbitration will be at Patna.

In presence of witnesses, both the parties set their respective hands and sign and seal this Agreement.

()

Signature on behalf of Govt.

Name:

Designation:

Seal:

Agreement signed in the presence of

**Witness 1:
(On behalf of Govt.)**

Signature:

Name:

Address:

**Witness 2:
(On behalf of Govt.)**

Signature:

Name:

Address:

()

Signature on behalf of Contractor

Name:

Designation:

Seal:

**Witness 1:
(On behalf of Contractor)**

Signature:

Name:

Address:

**Witness 2:
(On behalf of Contractor)**

Signature:

Name:

Address:

SECTION – VI

Annexure I

DECLARATION REGARDING NON- TAMPERING OF DOWNLOADED BID DOCUMENT

I/we, _____ (Name of Individual/ Proprietor/Partner(s)/Director(s))

_____ of M/s _____ (Name of

Company/Firm/Agency) _____ do, hereby, declare that I/we have not

tampered the downloaded Bid document No. TERM/BR/131-7/Tender/Unskilled/2016-17

dated 22/12/2016 (downloaded from website www.dot.gov.in).

Signature

Name

Name and Address of Firm

Annexure II

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach O/o The DDG(TERM), DoT, Bihar on or before date of bid opening or to be carried by the person(s) authorized to attend bid opening on the day of bid opening)

To,
The DDG(TERM), DoT, Bihar
Patna

Sub: Authorization for attending bid opening for supply of Unskilled manpower on 24.01.2017.

Sir,

Following persons are, hereby, authorized to attend the bid opening for the Bid for supply of Unskilled manpower called by O/o DDG(TERM), DoT, Bihar vide No. TERM/BR/131-7/ Tender/Unskilled/2016-17/ dated 22/12/2016 on our behalf: -

Name of the Representative

Specimen Signature

1. _____

2. _____

3. _____

4. _____

Any one or any two person(s) (out of above named persons) may be present at the time of bid opening.

Signature of the Bidder

Note: - Maximum two representatives will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorization as prescribed above is not received/ not shown by the representative at the time of bid opening.

ANNEXURE-III

**DECLARATION REGARDING BLACKLISTING / DEBARRING
FROM TAKING PART IN GOVT. BID BY DoT /GOVT. DEPT**

I / we, _____ (Name of Individual Bidder) _____ do, hereby, declare that I / we have not been blacklisted or debarred in the past by DoT or any other Government organization from taking part in Government Bids.

Or

I / we, _____ (Name of individual bidder) _____ do, hereby, declare that I / we was/were blacklisted or debarred by DoT or by _____ (Name of Govt. Dept.) _____ from taking part in Government Bids for a period of _____ years with effect from _____. The period is over on _____ and now I/ we are entitled to take part in Government Bids.

Or

I / we, _____ Proprietor / Partner (s)/ Director (s) _____ of M/s _____ (Name of Company/Firm/Agency) _____ do, hereby, declare that the firm / company/ Agency namely M/s _____ has not been blacklisted or debarred in the past by DoT or any other Government organization from taking part in Government Bids.

Or

I / we, _____ Proprietor / Partner (s)/ Director (s) _____ of M/s _____ (Name of Company/Firm/Agency) _____ do, hereby, declare that the firm / company/ Agency namely M/s _____ was blacklisted or debarred by DoT or by _____ (Name of Govt. Dept.) _____ from taking

part in Government Bids for a period of _____ years with effect from _____ . The period is over on _____ and now the firm/ company/ agency is entitled to take part in Government Bids.

I / we are fully aware that the Bid/ contract will be rejected/ cancelled by O/o DDG(TERM), DoT, Bihar and EMD/PSD shall be forfeited if the above information is found false.

In addition to the above, O/o DDG(TERM), DoT, Bihar, will not be responsible to pay the bills for any completed / partially completed work.

Signature

Name

Capacity in which signed

Name & address of the firm:

Seal of the firm should be Affixed

ANNEXURE- IV

Declaration on Non-Participation of near Relatives in the Bid

I _____, S/o _____,
R/o _____ do, hereby, declare that
none of my relative(s) is/are employed in O/o DDG (TERM), DoT, Bihar or O/o
CCA, DoT, Bihar. In case at any stage, it is found that the information given by me
is false/incorrect, DDG (TERM), DoT, Bihar shall have the absolute and full right
to take any action as deemed fit without any prior intimation to me.

Signature

For and on behalf of the Bidder Name (caps)

Note: In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company.

ANNEXURE-V

BIDDER'S PROFILE

General:

Passport size photograph of the Bidder/authorized signatory holding letter of authorization.
--

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

(a. In case of Individual/Proprietary/Partnership firms, an authority letter must be issued by the Individual /Proprietor/ any Partner only, as the case may be. However, in case of Private Limited or Public Limited company, authorized signatory, normally Secretary of the company/ a Director of the company must issue the authority letter.

b. Bidder must submit the self-attested copy of the PAN card / Passport/ Aadhar Card of the Individual or proprietor or authorized partner (in case of Partnership firm) or authorized signatory (in case of Private Limited or Public Limited firms) who is issuing the authority letter.)

- 3 Address of the Bidder:
.....
.....
.

- 4 Correspondence Address (if different than Sl. No.3):
.....
.....

- 5 (a) Tel no. with STD code (O)..... (Fax)..... (R).....
(b) E-Mail ID (if any)
.....

6 Registration & incorporation particulars of the Bidder (if not an individual):

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) Public Limited

(Please, attach self-attested copies of documents of registration/ incorporation of the firm with the competent authority as required by law).

7. Name of Proprietor/Partners/Directors

.....
(in case of company/ firm/ agency)

- 8. It is stated that Original Authority Letter (in respect of authorized person mentioned at Sl. No. 2) is attached.
- 9. It is, further, stated that the self-attested copy of PAN card / Passport/ Aadhar Card of authorized person (authorized to sign the Bid document) is, also, attached.
- 10. It is clearly understood that the bid is likely to be rejected if photograph of authorized person (mentioned at Sl. No. 2) and affixed above do not match with photograph on PAN Card/ Passport/ Aadhar Card.

I/We, hereby, declare that the information furnished above is true and correct to the best of our knowledge.

Place:

Signature of Bidder/Authorized Signatory

Date:

Name of the Bidder.....

Seal of the Bidder.

SECTION - VII

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE BID

Bidder is advised to arrange the various documents in following order while submitting the bid: -

1. DD / PO towards Earnest Money
2. DD / PO towards Bid Cost (In case of downloaded Bid)
3. Duly filled in Bid Document.
4. Self-attested copy of PAN Card/ GIR No. of the Bidder.
5. Self-attested copy of the Income Tax Return filed by the bidder.
6. Self-Attested copies of certificate of satisfactory completion of three works from the department concerned.
7. Chartered Accountant Certificate in respect of turnover of the firm.
8. Original Authority Letter in respect of authorized person (authorized to sign the bid document), provided authorized person is different than bidder.
9. Self-attested copy of PAN Card/ Passport/ Aadhar Card of the authorized person (authorized to sign the Bid Document).
10. Self-attested copy of Letter of Registration/ Incorporation of the company/ firm/ agency (if bidder is other than individual).

JTO (TERM-III)



सत्यमेव जयते

Government of India
Ministry of Communications
Department of Telecommunications
Telecom Enforcement, Resources & Monitoring Cell, Bihar
7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna-800001

Bid No. TERM/BR/131-7/Tender/Unskilled/2016-17/

FINANCIAL BID

Deputy Director General
Telecom Enforcement Resources & Monitoring Cell Bihar

SECTION-VIII

FINANCIAL BID FORM

For Supply of Unskilled Manpower to TERM Cell, DoT, Bihar

1. Name of bidder Company/ Firm / Agency/Individuals: _____
(Attach copy of certificate of registration/ copy of partnership deed, as the case may be, if the bidder is other than individual)

2. Name of proprietor/ Director: _____
(if bidder is company/Firm/agency)

3. Full Address of bidder: _____
(Address of Regd. Office if bidder is company/Firm/agency)

- Telephone No.: _____
- Fax No.: _____
- E-Mail ID: _____

4. Address of Correspondence of Bidder: _____

- Telephone No.: _____
- Fax No.: _____
- E-Mail ID: _____

5. Name of Banker of Bidder with full address: _____ -

- Telephone Number of Banker: _____
- Fax Number of Banker: _____
- E-Mail ID of Banker: _____

6. PAN/ GIR No. of the Bidder: _____
(Attach self-attested copy)

7. Details of Earnest Money Deposit: - Rs. _____ (in figures)
 Rs. _____ (in words)
 DD/ PO No. & Date: _____
 Drawn on Bank: _____

8. **Schedule of Rates**

Sl. No.	Type	Quantity in Hours (A)	Rate per Hour (In Rs) (B)	Total Amount for 4800 Hours (In Rs) (AXB)
1.	For one Unskilled Manpower	4800 Hours	In Fig: - In Words: -	In Fig: - In Words: -

Rates may be quoted keeping in view the Central Government Minimum Wages Act and other laws/bylaws, rules, regulations, etc. currently applicable (inclusive of all statutory liabilities, taxes, levies, cess, service tax, etc.).

9. a. I certify that I have carefully quoted the rates both in words and figures. In case of dispute, rates quoted in words shall be final.
- b. I, further, certify that the rates quoted are inclusive of all statutory taxation liabilities, taxes, levies, cess, service tax, etc. currently in force.
- c. I, also, certify that I agree with all the terms and conditions of the Bid Document.

10. Additional information, if any :

(Attach separate sheet, if required)

Date:

Signature of Bidder or his authorized person

Place:

Name:

Seal:

NOTE: -

- a. For the purpose of evaluation of the bid and for comparison with estimated amount, the cost for 20 unskilled manpower for two years (assuming that the number of hours in a year is 2400 per manpower) will be calculated at the rate quoted by the bidder for each hour duty (in the above mentioned Schedule of Rates).