



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/131-8/Tender/Data Entry Operator/2016-17

BID DOCUMENT

For “Providing Data Entry Operator to TERM Cell, Bihar.”

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

Non transferable

Price of Bid Document: Rs.1000.00

CONTENTS OF BID DOCUMENT

Qualifying Bid			
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**Government of India
Ministry of Communications
Department of Telecommunications
O/o Deputy Director General
(Telecom Enforcement, Resource & Monitoring)
7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna - 800001**

SECTION- I

No. TERM/BR/131-8/Tender/ Data Entry Operator/2016-17/01

dated: 05/01/2017

NOTICE INVITING BID

1. On behalf of the President of India, sealed bids are invited for "Providing Data Entry Operator to the TERM Cell, Department of Telecommunications, Bihar, Patna 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 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, Bihar and payable at Patna.

3. Bid documents can also be downloaded from the DOT web site- www.dot.gov.in

4. Bid documents downloaded from the DOT web site- www.dot.gov.in are also acceptable. However, the requisite Bid cost of Rs.1000/- (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, Bihar and payable at Patna must be enclosed/attached with the Qualification bid at the time of submission of the same.

5. Further details are as under: -

Description	Quantity & Term	Estimated Cost (Rs.)	EMD (Rs.)	Cost of Bid Document
Providing Data Entry Operator to the TERM Cell, Department of Telecommunications, Bihar, Patna.	10 Data Entry Operators for Two Years	36,00,000/-	90,000/-	Rs.1,000/-

6. 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 Rs 12 (Twelve) Lakh in last three financial years.

7. **Schedule –**

Start Date & time of issue of Bid Document:	05/01/2017; 1100 Hrs.,
Period of sale of bid document:	On each working day from 05/01/2017 to 30/01/2017 between 1100Hrs to 1600 Hrs.
Last date & time for receipt of bids:	02/02/2017 up to 1600 Hrs.
Date & Time for opening of Bid:	03/02/2017, Time 1200 hrs.
Date & Time for opening of Financial Bids:	13/02/2017, Time 1200 Hrs.
Place o opening of the bid:	Office Chamber of JTO (TERM-III), O/o DDG (TERM), 7th Floor, Telephone Bhawan, R-Block,1942 Kranti Marg, Patna – 800 001
Validity of bid:	Till 30/06/2017
The bid shall not be accepted after 1600 hrs. of 02/02/2017 under any circumstances whatsoever.	

8. The interested Individuals/ Companies/ Firms/ Agencies may drop bid document (complete in all respect) along with Earnest Money Deposit (EMD) of Rs. 90,000/- (Rs Ninety Thousand only) and other requisite documents in the Bid Box kept in the chamber of JTO(TERM-III), O/o DDG (TERM), 7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna – 800001.
9. 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), Bihar in time as specified above.
10. The DDG (TERM), 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), Bihar, Department of Telecommunications shall be final and binding.

**JTO (TERM-III),
O/o DDG (TERM),
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 Manpower from reputed Companies / Firms / Agencies/ Individuals.
2. This office has initial requirement for 10 number of Data Entry Operator. The nature of service for the Data Entry Operator have been specified at clause 16 of this section. The requirement of this office may increase or decrease during the period of contract.
3. The likely period of deployment of Manpower will be two years starting/ commencing from sometime in APRIL 2017.
4. The prospective bidders are advised to submit sealed envelope super scribing "Bid for Providing Data Entry Operator to the TERM Cell, Department of Telecommunications, Bihar, Patna."
5. The Earnest Money Deposit (EMD) of Rs. 90,000/- (Rs Ninety 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 Bihar and payable at Patna. **Bid/Offer not accompanying earnest money deposit of the requisite amount will be summarily rejected.**
6. 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.
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 Data Entry Operator. (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 Data Entry Operator “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 03/02/2017** in the office of DDG (TERM), 7th Floor, R-Block, Telephone Bhawan, Patna- 800001 in the presence of the representatives of the bidders. The financial bid will be opened at 1200 hrs. on 13.02.2017. 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. The Data Entry Operator should be at least graduate from a recognized University / Institute, having good speed in reading and writing both Hindi and English and must have good computational ability. He should be well versed with working on computer system including Internet based applications/work.
2. The nature of service for the Data Entry Operator shall include but not limited to the following activities: -
 - a. Data entry to be done using various application software packages such as MS Office, Hindi package and other packages which may come into use in future.
 - b. Maintaining data base for office works & other requirements which may arise in future.
 - c. Dispatch and delivery of official letters by messenger, ordinary post and registered post.

- d. Typing Speed of Data Entry Operator should not be less than 30 words per minutes.
- e. Distribution of office mail, letters & files to concerned person in the office.
- f. Screening, Sorting of documents of the files.
- g. The manpower to be engaged should be between 18-50 years of age group.
- h. To work as steno to ADG/ Directors/DDG.
- i. Photocopying, faxing, making sets of reports/documents etc.
- j. Any other work assigned by the officers in O/o DDG (TERM), Bihar.

17. The successful bidder shall furnish the following documents before award of work: -

- a. Attested copy of Service Tax registration certificate issued by competent authority.
- b. Attested copy of the E.P.F. registration certificate issued by competent authority.
- c. Attested copy of the E.S.I. 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 tender 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), Bihar or office of CCA, Bihar. A declaration to this effect must be submitted along with this bid in the format as mentioned at Annexure-IV of Section-VI.

21. The bidder must not tamper in the downloaded bid document from the website www.dot.gov.in. A declaration to this effect must be submitted along with this bid in the format as mentioned 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 submitted along with this bid in the format as mentioned 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.

24. The bidder must submit 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), DoT,
Patna**

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), 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 from commencement of the contract unless and until extended further.
3. The contract may be extended for a period of one year on the same terms and condition on sole discretion of DDG(TERM), Bihar and for a further period not exceeding two years with mutual consent.
4. The office of DDG(TERM), Bihar reserves right to terminate the contract during its currency after giving three months' notice to the contractor.
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, 1948 or its subsequent amendments. The contractor will maintain proper record as required under the various Laws / Acts.
7. This office, at present, has requirement of approximately 10 number of Data Entry Operator. 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 existing 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), Bihar, Department of Telecommunications 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 normally as per the working hours/day of the office 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 office hours i.e. beyond 1730 hours. The manpower may

also be called upon to perform duties on Saturday, Sunday and holidays as per requirement.

12. The contractor shall furnish the following documents in respect of the individual manpower who will be deployed by them in the office before the commencement of work: -
 - a. List of manpower shortlisted by agency for deployment in the O/o DDG (TERM), Bihar.
 - b. Bio-data of each person deployed.
 - c. Attested copy of graduation certificate and other certificates (if any) of the deployed persons.
13. 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 from work.
14. The contractor shall provide identity cards to the personnel deployed in the office carrying the photograph of the personnel and personal information as to name, father/husband name, address, date of birth, identification mark, etc.
15. The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the office.
16. The person deployed by the contractor should be neatly dressed, maintain proper discipline and good behavior with all. The contractor shall ensure proper conduct of his personnel in office premises.
17. The contractor shall enforce prohibition of consumption of alcoholic drinks, paan (including Paan masala), tobacco, smoking, loitering etc by the personnel deployed by him during the office period/ in the office.
18. 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.
19. The contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
20. The contractor shall be solely responsible for the following and bear the related cost: -
 - a. any damage done to this office by the deployed manpower, or
 - b. any legal or other compensation caused to this office by the deployed manpower.

21. 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.
22. 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.
23. Payment shall be made only to the contractor on monthly basis as per actual services.
24. None of the manpower supplied to the office of DDG(TERM), Bihar should be a relative of any employee of the office of DDG(TERM), Bihar.

LEGAL

25. 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.
26. 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.
27. The contractor shall maintain all statutory records under the applicable laws. The contractor shall produce the same, on demand, to the concerned authority of this office or any other authority prescribed under the respective law.
28. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Act/Rules/Regulations, as amended from time to time. 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 will be as per Indian Arbitration and Conciliation Act and jurisdiction will be at Patna.

FINANCIAL

30.
 - a. if the successful bidder does not enter into agreement despite submission of Performance Security Deposit (PSD), the PSD will be forfeited.
 - b. 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): -

- 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 salary 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 certificate that none of the manpower deployed is a relative of any employee of the office of DDG(TERM), Bihar.

32. The claims in bill will be considered, if and only if, the documents as mentioned at para 32 above are attached with the bill.

33. SCHEDULE OF RATES

Schedule of rates in Financial Bid should be filled with proper care in columns 'B' & 'C'

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 this 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 (8 hours) wage shall be deducted. In case of repetition of such instances on more than two occasions, following shall be applicable: -

- a. The contractor shall provide a substitute in the event of any person remaining absent to more than two days for any reason.
- b. Delay by the contractor in providing a substitute after expiry of two days' absence shall attract liquidated damages @ Rs.200/- per day (per such case) 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.
- b. the agreement may be terminated.
- c. the contractor may be black-listed.

**JTO (TERM-III), DoT,
Patna**

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 **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 DoT, on the other part, and

Whereas the contractor has offered to enter into agreement with DoT for providing Data Entry Operator to the O/o DDG (TERM), Bihar on the terms and conditions herein contained and the rates approved by the DDG (TERM), 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 below), it is, hereby, agreed and declared by and between 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 DoT,
3. This Agreement may be further extended for a maximum period of two years (i.e. beyond three years) with mutual consent of both parties,
4. This Agreement may be terminated by either party by giving a three months’ notice even before expiry of Agreement.
5. The contractor, during the validity period of this agreement, shall carryout the work order, by deploying the required number of Data Entry Operator (employed at his own expenses).
6. The NIB (Notice Inviting Bid), 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) and/or O/o CCA, Department of Telecommunications, 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 DoT 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 (per person) – Rs

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

Payment will be made for completed hours (by a person) only. Part of a hour will not be considered. For example- If a person works from 0900 Hrs. to 1230 Hrs., Payments will be considered for three hours only in respect of that person.

10. PENALTY

i. Absence from Duty: -

In case, any person deployed is absent on a particular day or comes late / leaves early, one-day (8 hours) wage shall be deducted. In case of repetition of such instances on more than two occasions, following shall be applicable: -

- a. The contractor shall provide a substitute in the event of any person remaining absent to more than two days for any reason.
- b. Delay by the contractor in providing a substitute after expiry of two days' absence shall attract liquidated damages @ Rs.200/- per day (per such case) starting from the day from which the person has been 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.

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

Above written:

()

Signature on behalf of DoT

Name:

Designation:

Seal:

()

Signature on behalf of Contractor

Name:

Designation:

Seal:

Agreement signed in the presence of

Witness 1:

Signature:

Name:

Witness 1:

Signature:

Name:

Witness 2:

Signature:

Name:

Witness 2:

Signature:

Name:

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/131-8/Tender/Data Entry Operator/2016-17 dated 05/01/2017
(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), Bihar on or before date of bid opening)

To,
The DDG (TERM), Bihar
Patna

Sub: Authorization for attending bid opening for supply of Data Entry Operator on 03.02.2017.

Sir,

Following persons are, hereby, authorized to attend the bid opening for the Bid for supply of Data Entry Operator called by O/o DDG(TERM), Bihar vide No. TERM/BR/131-8/Tender/Data Entry Operator/ 2016-17 dated 05/01/2017 on our behalf: -

Name of the Representative

Specimen Signature

- | | | | |
|----|-------|--|-------|
| 1. | _____ | | _____ |
| 2. | _____ | | _____ |
| 3. | _____ | | _____ |
| 4. | _____ | | _____ |

Any two persons (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), Bihar and EMD/PSD shall be forfeited if the above information is found false.

In addition to the above, O/o DDG (TERM) 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), Bihar or O/o CCA, Bihar. In case at any stage, it is found that the information given by me is false/incorrect, DDG(TERM), Bihar shall have the absolute and full right to take any action as deemed fit/ without any prior intimation to me.

Signed

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.

(In case of Individual/Proprietary/Partnership firms, the authority letter has to 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).

Bidder will submit the 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.

Original authority letter (in respect of authorized person mentioned at Sl. No. 2) should be submitted along with bid document.

Copy of PAN card / Passport/ Aadhar Card of authorized person (authorized to sign the Bid document) should also be submitted along with the bid document.

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.

- 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)

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)

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**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/131-8/Tender/Data Entry Operator/2016-17/

FINANCIAL BID

**Deputy Director General
Telecom Enforcement Resources & Monitoring Cell Bihar**

SECTION-VIII

FINANCIAL BID FORM

For supply of Data Entry Operator to Telecom Enforcement, Resources and monitoring Cell, Department of Telecommunications, Bihar, Patna.

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) (C= AxB)
1.	For one Data Entry Operator	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. It should be 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 10 Data Entry Operator for two years (assuming that the number of man hours in a year is 2400 man-hours) will be calculated at the rate quoted by the bidder for each hour duty (in the above mentioned Schedule of Rates).

JTO(TERM-III)