

Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015

Government of India
Ministry of Communications and Information Technology
Department of Telecommunication
Dy. Director General, Telecom Enforcement, Resources &
Monitoring Cell, Mumbai
5th Floor, Saki Vihar Telephone Exchange Bldg, SakiVihar. road, Andheri (East),
Mumbai 400 072

Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015

E-Bid DOCUMENT

For providing Services of unskilled and semiskilled manpower to
Telecom Enforcement, Resources & Monitoring Cell
Mumbai

(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. 570/- (inclusive of tax)

CONTENTS

Sl. No.	Particulars	Page Nos.
1.	Notice Inviting Tender- Section I	3-4
2.	Instructions to Bidders- Section II	5-9
3.	General (Commercial) Conditions of Contract- Section III	10-12
4.	Special Conditions of the Contract- Section IV	13-15
5.	Schedule of Requirements- Section V	16
6.	Technical Bid Form – Section VI	17-19
7.	Financial Bid Form- Section VII	20
8.	Format for Performance Bank Guarantee- Section VIII	21
9.	Format for Agreement – Section IX	22
10.	Check list & instructions of bid document- Section X	23
11.	LETTER OF AUTHORISATION FOR ATTENDING BID OPENING	24
12.	Instruction for online Bid Submission	25-26

Name of Tenderer :
Signature & Stamp:

Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015

SECTION I

O/o Deputy Director General(TERM) Mumbai
(Telecom Enforcement, Resources & Monitoring)
Government of India, Ministry of Communications & IT
Department of Telecommunications
5th Floor, Saki Vihar Telephone Exchange Bldg, Saki Vihar Road, Andheri (East),
Mumbai 400 072

Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7

dated : 23-12-2015

NOTICE INVITING TENDER

1. 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 one un-skilled and three semi-skilled manpower in the office of DDG (TERM), Mumbai, for a period of one year from the date of contract.

Office where services required	Schedule of Requirement	Quantity	Approximate Cost (in Rs.)	EarnestMoney Deposit
O/o DDG(TERM),Mumbai.	1.Unskilled Manpower.	1 (One)	Rs.6,50,000/-	Rs.16,250/-
	2.Semi skilled manpower.	3 (Three)		

Note: The tenderer should submit DD for Rs.16,250/- for the above EMD. The DD has to be submitted off line before 15:00 hrs on 13-01-2016 and scanned copy of DD to be uploaded online.

2. Schedule:

Date of issue of Bid Document : Bidder can download the Bid Document from 23-12-2015 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 : 13-01-2016 at 15:00 hrs.

Physical submission of EMD and Tender document fee : 13-01-2016 at 15:00 hrs.

On-line opening of Tender Bids(Technical bids) : 13-01-2016 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),5th Floor Technical Wing
MTNL Saki vihar Telephone Exchange
Saki vihar, Andheri (East)
Mumbai-72

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 <http://www.eprocure.gov.in> or www.dot.gov.in

4.Tender Document Fee :DD for an amount of Rs.570/-(Rupees Five Hundred and Seventy only)inclusive of applicable taxes (non refundable) from Nationalized / Scheduled bank drawn in favour of "CAO,CCA(Maharashtra),Mumbai payable at Mumbai 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:

Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015

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), Mumbai , 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 -II(TERM), Mumbai TERM Cell on or before 15:00 hrs on 13-01-2016 and the scanned copy to be uploaded online or before 15:00 hrs on 13-01-2016 .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 through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.

Director -II(TERM)
Office of Dy. Director General(TERM)
5th Floor, SakiVihar Tele Exch Bldg
Saki Vihar road, Andheri (E), Mumbai -72

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**

- i. The tendering Company / Firm / Agency should be registered with appropriate registration authorities, as given below:-
 - a. Under Indian Companies Act and/or Bombay Shops & Establishments Act 1948 , as applicable.
 - b. Labour License, if applicable as per Labour Laws
 - c. Income Tax
 - d. Service Tax
 - e. EPF
 - f. ESI
- ii. The Company/Firm/Agency should have at least one year's experience in providing Manpower to Public Sector Companies/Banks/Government Departments etc, as on 1-06-2015 within the last 3 years.
- iii. The Company/Firm/Agency should have a minimum financial turnover of Rs.5 lakhs in financial year 2012-13 or 2013-14 or 2014-15.

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 3 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 Mumbai) 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. 16,250/- as mentioned in NIT in the form of A/C payee Demand draft drawn in favor of the 'CAO, CCA(Maharashtra)', payable at Mumbai 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:

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. 570) in favor of 'CAO, CCA(Maharashtra)' payable at Mumbai from a Nationalized/Scheduled bank. And EMD amount of Rs. 16250 /- in form of DD Favoring 'CAO, CCA(Maharashtra)'Mumbai payable at Mumbai.
- 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. 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.

Name of Tenderer :
Signature & Stamp:

Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015

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(i)(a)
 - 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(i)(c)
 - d. Self attested copy of the Service tax registration of the Company/Firm/ Agency in respect of clause 3(i)(d)
 - e. Self attested copy of the EPF Certificate of the Company/Firm/ Agency in respect of clause 3(i)(e).
 - f. Self attested copy of the ESI Certificate of the Company/Firm/ Agency in respect of clause 3(i)(f).
 - g. Self attested copy of experience certificates, work orders etc. establishing at least one year's experience (within the last 3 years) of providing manpower services to Public Sector Companies, Banks, Government Departments etc. in respect of clause no. 3(ii).
 - h. Self attested copy of the audited profit & Loss account statement of the Company/Firm/ Agency for the financial year 2012-13 or 2013-14 or 2014-15 with a minimum turnover of Rs. 5 lakhs in respect of clause no. 3(iii).
- 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.

Director -II(TERM)
Office of Dy. Director General(TERM)
5th Floor, SakiVihar Tele Exch Bldg
Saki Vihar road, Andheri (E), Mumbai -72

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), Mumbai as nonresponsive.
 - ii. A Bidder accepting the request of DDG (TERM), Mumbai 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), Mumbai 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), Mumbai 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), Mumbai may make the award to any other bidder at the discretion of DDG (TERM), Mumbai 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 5% 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, CCA(Maharashtra)', payable at Mumbai or Fixed Deposit Receipt (FDR) from a Commercial Bank. made in the name of the Company / Firm / Agency but hypothecated to the 'CAO, CCA(Maharashtra), Mumbai'. 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.

Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015

-
- 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), Mumbai 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), Mumbai 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 up to 50%.
12. PAYMENT TERMS
- The agency shall raise the bill, in triplicate, along with attendance sheet, duly verified by ADG-III(TERM), in respect of the persons deployed and submit the same to DDO(TERM) 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) Mumbai.
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), Mumbai, may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts:
16. Termination for insolvency

Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015

-
- DDG(TERM), Mumbai 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), Mumbai 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), Mumbai and set off the same against any claim of DDG (TERM), Mumbai for payment of a sum of money arising out of this contract or under any other contract made by contractor with DDG (TERM), Mumbai.
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,

Director -II(TERM)
Office of Dy. Director General(TERM)
5th Floor, SakiVihar Tele Exch Bldg
Saki Vihar road, Andheri (E), Mumbai -72

Name of Tenderer :
Signature & Stamp:

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), Mumbai 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), Mumbai reserves the right for placement of full tendered quantity on the approved bidder.
5. The contract is likely to commence from January 2016 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), Mumbai, Department of Telecommunications conforms to the technical specifications of age and language skills prescribed in section V of the Tender Document.
11. The manpower employed by the agency shall be required to work normally as per this office's working days, i.e. from Monday to Saturday from 0900 hrs. to 1800 hrs with a lunch break of ½ hour from 1300 hrs. to 1330 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 Mumbai area, shall not be entitled any other emoluments except only the actual bus fare for the purpose.
12. In case, the person employed 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.

Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015

15. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
16. The person deployed shall be required to report for work at 0900 hrs. to Aastt. Director General-III(TERM),Mumbai and would leave at 1800 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), 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 Ministry of Communications & 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.

Name of Tenderer :
Signature & Stamp:

Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015

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) 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), Mumbai, 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.

Director –II (TERM)
Office of Dy. Director General (TERM)
Saki Vihar Road, Andheri (E), Mumbai –72

Name of Tenderer :
Signature & Stamp:

SECTION V

SCHEDULE OF REQUIREMENT

1. No. of unskilled manpower = 1 (One)
2. No. of semi-skilled manpower = 3 (three)
3. Period of Contract = 1year ,extendable by further one year, if mutually agreed.
4. The manpower deployed should be between 18 to 40 years of age.
5. The unskilled manpower should be able to read and write Hindi and also be able to read addresses and names in English.
6. The nature of services shall include carrying out all the functions generally performed in this office by Attendants/Messengers including but not limited to the work in the Dak section, Dispatch of the Dak at post office, Delivery of the letters to other offices and any other duty assigned to him/her and requires the following abilities:-
 - a) Regular cleaning, sweeping and mopping of the office area, Dusting of furniture etc. so as to maintain cleanliness and hygiene in office.
 - b) Making arrangements for tea, coffee, water etc. during the meetings and routinely to the officers of TERM Cell and other official visitors, representatives
7. The semi-skilled manpower should be at least HSC/Intermediate pass from a recognized institute:-
8. The nature of service for the semi-skilled manpower will require the following abilities:-
 - a) Photocopying, making sets of reports and other general office documents.
 - b) Distribution of office dak and files of general nature among the officers
 - c) Assistance to the officers the various works carried out by them
 - d) Any other miscellaneous type of work assigned

Name of Tenderer :
Signature & Stamp:

SECTION VI

TECHNICAL BID

For Providing services of unskilled and semiskilled Manpower to O/o DDG (TERM), Mumbai, Department of Telecommunications

1. Name of Tendering Company/Firm /Agency : _____
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: _____
 Telephone Number of Banker : _____
6. PAN / GIR No. : _____
7. Service Tax Registration No. : _____
8. E.P.F. Registration No. : _____
9. E.S.I. Registration No. : _____

9. Turnover of the Company/ Firm/Agency for the financial year:-
 - a. 2012-13 : Rs. _____ Lakhs
 - b. 2013-14 : Rs. _____ Lakhs
 - c. 2014-15 : Rs. _____ Lakhs

10. Whether labour license is available : Yes/No

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.

Sl. No.	Details of client along with address, telephone & FAX numbers	Value of Contract in Rs. (lakhs)	Duration of Contract	
			From	To

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

11. 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

1. I, _____ Son/Daughter/Wife of
Shri _____ Proprietor / Director/authorized signatory of the
agency/Firm, mentioned above, is competent to sign this declaration and execute this tender
document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide
by them.
3. The information / documents furnished along with the above application are true and authentic to the
best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false
information / fabricated document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

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:

Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015

SECTION VII

FINANCIAL BID

(To be filled and uploaded)

For Providing services of 1 unskilled & 3 semiskilled Manpower to Ministry of Communications & IT, Department of Telecommunications.

1. Name of tendering Company / Firm / Agency:
2. Details of Earnest Money Deposit : Rs.

D.D. / P.O. No. & Date : _____
 Drawn on Bank : _____

3. Bidders are required to quote Contractor's Administrative Charges in the format given below:-

Particulars	Amount in figures	Amount in words
Contractor's Administrative Charges(Inclusive of all Taxes) per manpower per month (in Rs, exclusive of Wages as per MWA 1948, HRA, statutory taxes/ statutory duties applicable)	TO QUOTE BY THE BIDDER	TO QUOTE BY THE BIDDER

Wages as per MWA 1948, HRA, Statutory taxes/statutory duties/statutory levies as applicable in Mumbai area from time to time during the contract period, will be paid to the contractor, over and above the contractor's administrative charges above. These rates as on date are given below:-

Sl. No.	Component of Rate (Subject to revision as per notification of authorities concerned)	Unit Rate(in `)	
		Semi skilled Category	Unskilled Category
A.	Monthly Rate	Not to be quoted	Not to be quoted
B.	Special Allowance	Not to be quoted	Not to be quoted
C.	HRA (5% of A+B above)	Not to be quoted	
D.	Other payments:- i. Employees Provident Fund @13.61% of A+B above ii. Employees State Insurance @ 4.75 % of A+B+C above iii. Bonus @8.33% of Rs.3,500/- iv. Leave Salary Basic+DA@1.75 days per month v. Service Tax as applicable vi. Any other statutory taxes/liabilities (as per Government notified rates, if applicable) Not to be quoted.	Not to be quoted. Not to be quoted. Not to be quoted. Not to be quoted. Not to be quoted	

Manpower employed by the agency shall be required to work normally as per this office's working days, i.e. from Monday to Saturday from 0900 hrs. to 1800 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs.

Signature of authorized person

Date:
Place:

Full Name:
Seal :

Name of Tenderer : _____
 Signature & Stamp:

SECTION VIII

PERFORMANCE SECURITY BOND FORM

Ref: Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7

dated 23-12-2015

1. In consideration of Dy. Director General, Telecom Enforcement, Resources & Monitoring Cell, Mumbai 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) Mumbai 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) Mumbai Circle, Maharashtra 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) Mumbai stating that the amount claimed is due by way of loss or damages caused to or suffered by the DDG(TERM) Mumbai 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) Mumbai 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) Mumbai 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) Mumbai _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG(TERM), Mumbai 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) Mumbai that DDG(TERM) Mumbai 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) Mumbai 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) Mumbai or any indulgence by the DDG(TERM), Mumbai 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).

10. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by DDG(TERM) Mumbai.

Dated: _____

For _____ (Name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with stamp act.

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) Mumbai, 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) Mumbai in accordance with Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015 at the rates quoted by the supplier vide their financial bid in response to Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015 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.

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

Name of Tenderer :
Signature & Stamp:

Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015

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. 16,250 /- 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 Labor 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 financial year 2012-13 or 2013-14 or 2014-15 with a minimum turnover of Rs. 5 lakhs		
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 "Tender for providing services of unskilled & semi skilled manpower to the O/o DDG(TERM)Mumbai, Department of Telecommunications Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015 Date of opening 08-01-2016 " 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),Mumbai TERM Cell on or before 15:00 hrs on 13-01-2016 .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

The Deputy. Director General,
(Telecom Enforcement, Resources & Monitoring Cell)
5th Floor, Sakivihar Tele Exch
Saki Vihar road
Andheri (East), Mumbai 400 072

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.*

Name of Tenderer :
Signature & Stamp:

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eporcure/app> .The bidder must carefully follow the instructions:

i) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement / e- tender portal is a prerequisite for e-tendering.

ii) Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/ true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.

iii) Bidder need to login to the site through their use ID/password chosen during enrolment/registration.

iv) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudhra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.

v) The DSC that is registered only should be used by the bidders and should ensure safety of the same.

vi) Contactor/Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he / she is interested.

vii) After downloading/getting the tender document/ Annexures / Appendices ,the bidder should go through them carefully and then submit the documents as asked , otherwise bid will be rejected.

viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.

ix) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by given the password of the e-Token/Smart Card to access DSC.

x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders" folder.

xi) From my tender folder , he selects the tender to view all the details indicated.

xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for, otherwise, the bid will be rejected.

xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/ rar and the same can be uploaded , if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

xiv) Bidder should take into account the corrigendum/Addendum published from time to time before submitting the online bids.

xv) The Bidders can update well in advance , the documents such as certificates ,annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

Tender No. DDG/TERM/MBI/Manpower Tender/317/2015-16/7 dated 23-12-2015

xvi) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.

xvii) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

xviii) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.

xix) The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise bid will not be acceptable.

xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

xxi) The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.

xxii) If price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

xxiii) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

xxiv) After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

xxv) The time settings fixed in the sever side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in T-tender system. The bidders should follow this time during bid submission.

xxvi) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

xxvii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers

xxviii) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

xxix) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

xxx) 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: 1800-3070-2232 or send an email to cppp-nic@nic.in.