



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, Kranti Marg, Patna - 800001

**Bid No. TERM/BR/131-9/Tender/CAF Audit/2016-17**

## **BID DOCUMENT**

**For “CAF Audit (For checking of Customer Acquisition Form) to TERM Cell, Bihar.”**

**(Visit [www.dot.gov.in](http://www.dot.gov.in) for details)**

**Non-transferable**

**Price of Bid Document: Rs.1,000.00**

## **CONTENTS OF BID DOCUMENT**

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## **ABBREVIATIONS**

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



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

**SECTION- I**

**No. TERM/BR/131-9/Tender/ CAF Audit/2016-17/01**

**Dated 09/03/2017**

**NOTICE INVITING BID**

1. On behalf of the President of India, sealed bids are invited for "Supply of manpower for CAF audit (for checking of Customer Acquisition Form) in 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, 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](http://www.dot.gov.in)
4. Bid documents downloaded from the DOT web site- [www.dot.gov.in](http://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
Supply of manpower for CAF audit (for checking of Customer Acquisition Form) in TERM Cell, Department of Telecommunications, Bihar, Patna.	75,000 CAFs per month (approx.) for Two Years	10,80,000/-	27,000/-	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 10 (Ten) Lakh in last three financial years.

## 7. **Schedule –**

<b>Start Date &amp; time of issue of Bid Document:</b>	<b>14/03/2017; 1100 Hrs.,</b>
<b>Period of sale of bid document:</b>	<b>On each working day from 14/03/2017 to 31/03/2017 between 1100Hrs to 1600 Hrs.</b>
<b>Last date &amp; time for receipt of bids:</b>	<b>07/04/2017 up to 1600 Hrs.</b>
<b>Date &amp; Time for opening of Bid:</b>	<b>12/04/2017, Time 1200 hrs.</b>
<b>Date &amp; Time for opening of Financial Bids:</b>	<b>20/04/2017, Time 1200 Hrs.</b>
<b>Place o opening of the bid:</b>	<b>Office Chamber of JTO (TERM-III), O/o DDG (TERM), 7th Floor, Telephone Bhawan, R-Block,1942 Kranti Marg, Patna – 800 001</b>
<b>Validity of bid:</b>	<b>Till 30/09/2017</b>
<b>The bid shall not be accepted after 1600 hrs. of 07/04/2017 under any circumstances whatsoever.</b>	

8. The interested Individuals/ Companies/ Firms/ Agencies may drop bid document (complete in all respect) along with Earnest Money Deposit (EMD) of Rs. 27,000/- (Rs Twenty Seven 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. At present approx. 75000 CAFs is to be audited every month . The nature of service for the CAF audit have been specified at clause 16 of this section. The number of CAFs to be audited every month 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 May - June 2017.
4. The prospective bidders are advised to submit sealed envelope super scribing "Bid for Supply of manpower for CAF audit (for checking of Customer Acquisition Form) in the TERM Cell, Department of Telecommunications, Bihar, Patna."
5. The Earnest Money Deposit (EMD) of Rs. 27,000/- (Rs Twenty Seven 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,7<sup>th</sup> Floor, Telephone Bhawan, R-Block, 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 for CAF audit (for checking of Customer Acquisition Form) (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 Supply of manpower for CAF audit (for checking of Customer Acquisition Form) “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,7<sup>th</sup> Floor, Telephone Bhawan, R-Block, 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 12/04/2017** 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 20/04/2017**. 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 manpower must be 10<sup>th</sup> pass and should be able to read and write English and Hindi properly. However, persons having higher qualification will be preferred.
2. The nature of service for CAF audit (for checking of Customer Acquisition Form) shall Include but not limited to the following activities: -
  - a. Thorough checking of entries in Customer Acquisition Form along with its Identity and address proof document and then verifying it from available database as per the direction of Officer of TERM Cell, Bihar. Copy of blank CAF is enclosed at Annexure-VI of Section VI.
  - b. 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 30/09/2017, 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](http://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 May-June 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 manpower for auditing approximately 75000 CAFs per month approximately. 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 to audit required nos. of CAFs 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.

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 10<sup>th</sup> pass certificate and other certificates (if any) of the deployed persons.
  - d. Attested copy of Aadhar card of each person deployed.
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. Certificate from the officer concerned for quantity of CAFs checked during the month.
  - 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 31 above are attached with the bill.

### 33. SCHEDULE OF RATES

Schedule of rates in Financial Bid should be filled with proper care at para 8.

### 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.

**35. Evaluation Of Bid:-** The evaluation will be done by calculating the amount of 75000 CAFs per month for 24 months based on the quoted rate in the schedule of rate i.e (Quoted rate for 100 CAFs X 750 X 24)

### PENALTY

### 36. Delay in Auditing: -

- a. The Contractor has to complete audit of all the CAFs (Approx. 75000 at present) in a month. Manpower may be increased or decreased to achieve the above. There must not be any pendency.
- b. Delay by the contractor in auditing the above shall attract liquidated damages for all pending CAFs @ Rs.10 (Ten) per CAF per day starting after 30 days from the day of providing CAFs to the contractor for auditing.

### **37. 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 blacklisted.

**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 CAF audit (for checking of Customer Acquisition Form) in 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 manpower (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 for checking/audit of 100 CAFs (including all taxes) –Rs .....

The payment will be made on the basis of checking/audit of total CAFs in a month by the deployed manpower.

## 10. PENALTY

### i. Delay in Auditing: -

- a. The Contractor has to complete audit of all the CAFs (Approx. 75000 at present) in a month. Manpower may be increased or decreased to achieve the above. There must not be any pendency.
- b. Delay by the contractor in auditing the above shall attract liquidated damages @ Rs.10 (Ten) per CAF per day starting after 30 days from the day of providing CAFs to the contractor.

### 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:

Agreement signed in the presence of

**Witness 1:**

Signature:

Name:

**Witness 2:**

Signature:

Name:

( )

Signature on behalf of Contractor

Name:

Designation:

Seal:

**Witness 1:**

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/131-9/Tender/CAF Audit/2016-17/01 dated 09/03/2017 (downloaded  
from website [www.dot.gov.in](http://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 manpower for CAF audit (for checking of Customer Acquisition Form) on 12.04.2017.

Sir,

Following persons are, hereby, authorized to attend the bid opening for the Bid for Supply of manpower for CAF audit (for checking of Customer Acquisition Form) called by O/o DDG(TERM), Bihar vide No. TERM/BR/131-9/Tender/CAF Audit/ 2016-17/01 dated 09/03/2017 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 from 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.

ANNEXURE-VI (Sample Copy of CAF)

Serial No./ क्रम संख्या: BJB8448009

prepaid enrolment form/ प्रीपेड एनरोलमेंट फॉर्म

UID Aadhaar No./ UID आधार संख्या: [Blank]

UID Not Available/ UID उपलब्ध नहीं: [Blank]

home ID/ होम ID: [Blank]

existing prepaid no./ existing पोस्टपेड नंबर: [Blank]

existing postpaid no./ existing पोस्टपेड नंबर: [Blank]

existing DTH ID/ existing डिश नंबर: [Blank]

Status of Subscriber/ साबक की स्थिति: [Blank]

Mobile No./ मोबाइल नंबर: [Blank]

Sim No./ सिम नंबर: [Blank]

PERSONAL DETAILS/ साबक की व्यक्तिगत जानकारी

Customer's Name/ साबक का नाम: [Blank]

Father's/Mother's/Husband's Name/ पिता / माता / पति का नाम: [Blank]

E-mail ID/ ईमेल ID: [Blank]

Nationality/ राष्ट्रियता: [Blank]

PAN/GIR No./ PAN / GIR नंबर: [Blank]

Passport No./ पसपोर्ट नंबर: [Blank]

Visa Validity/ वीजा की वैधता: [Blank]

Profession/ व्यवसाय: [Blank]

COMPLETE PRESENT/LOCAL ADDRESS/ पूरा वर्तमान / स्थानीय पता

House or Flat No./ घर संख्या / फ्लैट संख्या: [Blank]

Street Address/Village/ गल्ली / गांव का पता: [Blank]

City/District/ राज्य / जिला: [Blank]

Locality/Tehsil/ कोतवाली / तहसील: [Blank]

State/UT/ प्रदेश / केंद्र-शासित प्रदेश: [Blank]

Pin: पिन कोड: [Blank]

PERMANENT ADDRESS/ स्थायी पता

House or Flat No./ घर संख्या / फ्लैट संख्या: [Blank]

Street Address/Village/ गल्ली / गांव का पता: [Blank]

City/District/ राज्य / जिला: [Blank]

Locality/Tehsil/ कोतवाली / तहसील: [Blank]

State/UT/ प्रदेश / केंद्र-शासित प्रदेश: [Blank]

Pin: पिन कोड: [Blank]

PROOF FOR ADDRESS AND IDENTITY/ पते और पहचान के प्रमाण का विवरण

Photo ID type/ फोटो ID का प्रकार: [Blank]

Date of Issue/ जारी करने की तिथि: [Blank]

Address proof document type/ पते के प्रमाण का प्रकार: [Blank]

Date of Issue/ जारी करने की तिथि: [Blank]

Tariff Plan applied/ लागू दरिफ योजना: [Blank]

Value Added Services applied/ लागू मूल्य वृद्धि सेवाएं: [Blank]

MONEY/ पैसे

MNP PORT-IN DETAILS/ MNP पोर्ट-इन का विवरण

UPC/विनिर्दिष्ट पोर्टिन कोड: [Blank]

Previous Operator's Name/ पूर्व ऑपरेटर का नाम: [Blank]

Previous Circle/ पूर्व सर्किल: [Blank]

Existing mobile number/ वर्तमान मोबाइल नंबर: [Blank]

Existing product/ वर्तमान उत्पाद: [Blank]

Postpaid/ पोस्टपेड: [Blank]

Prepaid/ प्रीपेड: [Blank]

UPC generated date/ विनिर्दिष्ट पोर्टिन कोड बनने की तिथि: [Blank]

LOCAL REFERENCE/ स्थानीय संपर्क का विवरण

Name/ नाम: [Blank]

Contact No./ संपर्क संख्या: [Blank]

Address/ पता: [Blank]

FORM 60 / FORM 61/ फॉर्म 60 / फॉर्म 61

DECLARATION BY CUSTOMER/ साबक द्वारा घोषणा

DECLARATION OF RETAILER/ स्टिलर की घोषणा

DECLARATION OF DISTRIBUTOR/ डिस्ट्रीब्यूटर की घोषणा

DECLARATION OF EMPLOYEE ACTIVATING THE SIM/ सिम को सक्रिय करने वाले कर्मचारी की घोषणा

## **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)**



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

**Bid No. TERM/BR/131-9/Tender/CAF Audit/2016-17/**

## **FINANCIAL BID**

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

## **SECTION-VIII**

### **FINANCIAL BID FORM**

**Supply of manpower for CAF audit (for checking of Customer Acquisition Form) in 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	Rate for checking/audit of 100 CAFs (including all taxes) (In Rs)
1.	Checking/Audit of 100 CAFs	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. **Evaluation Of Bid:-** The evaluation of bid will be done by calculating the amount of 75000 CAFs per month for 24 months based on the quoted rate in the schedule of rate i.e (Quoted rate for 100 CAFs X 750 X 24).

**10 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.**

11. Additional information, if any : \_\_\_\_\_  
(Attach separate sheet, if required)

\_\_\_\_\_  
\_\_\_\_\_

Date:

Signature of Bidder or his authorized person

Place:

Name:

Seal:

**JTO (TERM-III)**