



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

Bid No. TERM/BR/131-7/Tender/Unskilled/2015-16/25

BID DOCUMENT

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

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

Non transferable

Price of Bid Document: Rs.1,000.00

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ABBREVIATIONS

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



**Government of India
Ministry of Communications & IT
Department of Telecommunications
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(Telecom Enforcement, Resource & Monitoring)
7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna - 800001**

SECTION-I

No. TERM/BR/131-7/Tender/Unskilled/2015-16/26

dated: 09/05/2016

NOTICE INVITING BID

1. On behalf of the President of India, sealed bids are invited for “Providing unskilled manpower to TERM Cell, Bihar” 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 ADG (TERM-III), 7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna – 800001 (Phone No. 0612- 2506060) on payment of Rs.1,000/- (non- refundable) in form of a Demand draft from any of the scheduled bank drawn in the favour of Accounts Officer (Cash), O/o CCA, DoT, Bihar and payable at Patna.

3. Bid documents downloaded from the DoT web site- www.dot.gov.in are also acceptable. However, the requisite Bid cost of Rs.1,000/- (Rs One Thousand) only in the form of Demand Draft from any of the scheduled bank drawn in favour of Accounts Officer (Cash), O/o CCA, DoT, Bihar and payable at Patna must be enclosed/attached with the bid document at the time of submission of the same.

4. Further details are as under:-

Description	No. & Type of manpower and likely period of continuation of work	Estimated Cost (Rs.)	EMD (Rs.)	Cost of Bid Document
Providing Unskilled Manpower to the TERM Cell, DoT, Bihar	10 (Ten) Unskilled Manpower for Two Years	24,00,000/-	60,000/-	Rs.1,000/-

5. Schedule –

Start Date & time of issue of Bid Document:	09/05/2016; 1100 Hrs,
Period of sale of bid document:	On each working day from 09/05/2016 to 24/05/2016 between 1100Hrs to 1600 Hrs
Last date & time for receipt of bids:	30/05/2016 up to 1600 Hrs.
Date & Time for opening of bids:	30/05/2016, Time 1630 hrs.
Place of opening of bids:	Office Chamber of ADG (TERM-III), O/o DDG (TERM), DoT, 7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna – 800 001
Validity of bids:	Till 30.09.2016.
The bids shall not be accepted after 1600 hrs of 30/05/2016 under any circumstances whatsoever.	

6. The interested Individuals/Companies/ Firms/ Agencies may drop bid document (complete in all respect) along with Earnest Money Deposit (EMD) of Rs. 60,000/- (Rs Sixty Thousand) only and other requisite documents in the Bid Box kept in the chamber of ADG(TERM-II), O/o DDG (TERM), DoT, 7th Floor, Telephone Bhawan, R-Block, 1942 Kranti Marg, Patna – 800001.
7. Bid document can also be submitted through Registered/Speed Post of Department of Posts or through courier but it must reach O/o DDG (TERM), DoT, Bihar in time as specified above.
8. The DDG (TERM), DoT, Bihar reserves the right to accept or to reject, partially or completely, any or all bids without giving any notice or without assigning any reason. The decision of the DDG (TERM), DoT, Bihar in this regard shall be final and binding.

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

Section II

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Office of Deputy Director General (TERM), Department of Telecommunications located at 7th Floor, Telephone Bhawan, R-Block, Patna - 800001 requires unskilled manpower from reputed Companies / Firms / Agencies/ Individuals.
2. This office has initial requirement for 10 number of unskilled manpower. The nature of service for the unskilled manpower have been specified at clause 12 of this section. The requirement of this office may increase or decrease during the period of contract. However, variation in requirement will not be more than 50%.
3. The likely period of deployment of Manpower will be two years starting/ commencing sometime in July/August, 2016.
4. The prospective bidders are advised to submit sealed envelope superscribing "Bid for Providing Unskilled Manpower" to the office of DDG, Telecom Enforcement, Resources and Monitoring Cell, Department of Telecommunications".
5. The Earnest Money Deposit (EMD) of Rs. 60,000/- (Rs Sixty Thousand) only, must be submitted along with the Bid in the form of Demand Draft / Pay Order from any of the Scheduled bank drawn in favour of Accounts Officer (Cash), O/o CCA, DoT, Bihar and payable at Patna. **Bid/Offer not accompanying Earnest Money Deposit of the requisite amount will be summarily rejected.**
6. The successful bidder shall have to submit a Performance Security Deposit (PSD) in form of Demand Draft or Bank Guarantee 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**". The performance security deposit should remain valid for a period of 60 months. The format of PSD is at Section – VI of this bid document.

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.
7. 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/outrightly rejected and will not be considered any further:**
 - (a) Copy of PAN / GIR card.
 - (b) Copy of the Income Tax Return filed (Financial Year -2014-15).
 - (c) Copy of Letter of Registration/ Incorporation of the company/ firm/ agency (if bidder is other than individual).

8. **The conditional bids shall not be considered and will be outrightly rejected in very first instance.**
9. 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 authorised person may be attached. **Any overwriting or cutting in the Bid Form must be attested by the bidder/ authorised person to sign the bid, or otherwise the Bid shall be summarily rejected.**
10. The envelope containing Bid shall be opened on the scheduled date and time i.e. at **1630 hrs on 30/05/2016** in the office of DDG (TERM), 7th Floor, R-Block, Telephone Bhawan, Patna– 800001 in the presence of the representatives of the bidders. The representatives of the bidder should bring a letter of authorisation (to attend bid opening) in the format as mentioned at Annexure-II of Section-VII.

However, the bidder is free to submit the said letter of authorisation 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.

11. The bidder shall quote the bids as per the format enclosed at **Section IV.**

12. GENERAL REQUIREMENTS

1.
 - a. The unskilled manpower may be illiterate. However, 10th class pass persons will be given preference.
 - b. The unskilled manpower should be in the age group of 18-50 years.
2. The nature of service for the Unskilled manpower shall include but not limited to the following activities:-
 - a. To open the office at least two hours before the start of office hours and to close the office after departure of all officers/staff.
 - b. Regular cleaning of floors of office before start of office hours.
 - c. Regular cleaning, dusting of furniture/instruments/tools, etc. of office before start of office hours.
 - d. Cleaning of cups, plates, other utensils, etc.
 - e. Preparing tea, coffee, etc. for officers/staff/visitors/guests.
 - f. Serving tea, coffee, water, snacks, lunch/dinner, etc to officers/staff/visitors/guests (including during the meetings).
 - g. To work as security guard as and when required.
 - h. Dispatch and delivery of official letters.

- i. Photocopying, faxing, making sets of reports/documents, etc.
- j. Distribution of office mail, letters & files to concerned person in the office.
- k. Any other work assigned by the officers in O/o DDG (TERM), Bihar.

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

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

- a. Self attested copy of Service Tax registration certificate issued by competent authority.
- b. Self attested copy of the EPF registration certificate issued by competent authority.
- c. Self attested copy of the ESI registration certificate issued by competent authority.

14. The EMD of the bidder will be forfeited if he withdraws from the bidding process before finalization of bid or 30.09.2016, whichever is earlier.

15. 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.

16. The bidder (including proprietors/ partners/ directors, in case of a firm/company/agency) must not be a relative of any employee of the office of DDG(TERM), DoT, Bihar or office of CCA, DoT, Bihar. A declaration to this effect must be attached with the bid document in the format as prescribed at Annexure-IV of Section-VII.

17. The bidder must not tamper the downloaded bid document (downloaded from the website www.dot.gov.in). A declaration to this effect must be attached with the bid document in the format as prescribed at Annexure-I of Section-VII.

18. The bidder must not be a debarred or black-listed individual / Company/ Firm/ Agency by any authority of any State Government or Central Government or any of their PSUs on the day of submission of bid. A declaration regarding above must be attached with the bid document in the format as prescribed at Annexure-III of Section-VII.

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

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

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

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

ADG (TERM-III)

Section III

TERMS AND CONDITIONS

General

1. The manpower deployment may commence from sometime in July/ August, 2016 and shall continue for a period of two years, unless it is curtailed or terminated by the office of DDG (TERM), DoT, Bihar due to any reason including owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements of workforce.
2. The contract shall automatically expire after two years unless and until extended further.
3. The contract may be extended for a period of one year on the same terms and conditions on sole discretion of DDG (TERM), DoT, Bihar and for a further period not exceeding two years with mutual consent of both the parties.
4. The either party may terminate the contract during its currency after giving three months notice to other party.
5. The contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under the contract to any other agency.
6. The contractor will be required to pay at least minimum wages to the manpower deployed as prescribed under various Acts including the Minimum Wages Act or its subsequent amendments. The contractor will maintain proper record as required under the various Laws / Acts and their rules and regulations.
7. The office of DDG (TERM), DoT, Bihar, at present, has requirement of approximately ten number of unskilled manpower. The requirement of the office may increase or decrease during the period of contract and the contractor will be required to provide additional manpower, or may have to withdraw some of the deployed manpower on the same terms and conditions.
8. The contractor will be bound by the details furnished by him / her to this Department, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
9. The contractor shall ensure that the manpower deployed in the Office of DDG (TERM), DoT, Bihar conforms to the requirements prescribed at clause 12 of section II of the Bid Document.

10. The manpower deployed by the contractor shall be required to work for about eight hours on each working day i.e. from Monday to Friday from 0900 hrs to 1730 hrs with a lunch break of half-hour from 1300 hrs to 1330 hrs. However, if required the deployed person may have to work beyond 1730 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and holidays, if required.

11. **OVERTIME:-**

If the manpower deployed will be asked to work more than eight hours on any day, he will be entitled to overtime for every completed hour beyond eight hours. For a fraction of an hour beyond eight hours, no overtime will be paid.

For example, if a person works for eight hours and thirty minutes, no overtime will be paid. However, if a person works for nine hours and twenty minutes or nine hours and forty minutes, he will be paid overtime for one hour.

12. The contractor shall furnish the following documents in respect of the individual manpower to be deployed in the office of DDG (TERM), DoT, Bihar before the commencement of work:-

- a. List of manpower shortlisted by agency for deployment in the O/o DDG (TERM), DoT, Bihar.
- b. Bio-data of each person deployed.
- c. Attested copy of Certificates (if any) of the deployed persons.

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

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 of concerned manpower from duty.

14. The contractor shall provide identity card to each person deployed in the office. Such identity card must have photograph and personal information (such as name, father/husband name, address, date of birth, identification mark, etc.) of the concerned person.

The deployed person must carry identity card with him while attending duty. If any deployed person comes to office without identity card, he may be denied entry in the office.

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 the deployed manpower.

16. The person deployed by the contractor should be neatly dressed, maintain proper discipline and good behaviour with all. The contractor shall ensure proper conduct in the office by the manpower deployed.

17. The contractor shall enforce prohibition of consumption of alcoholic drinks, paan (including Paan masala), tobacco, smoking, loitering, etc by the deployed manpower during the office period/ in the office.
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 the office by the deployed manpower, or
 - b. any legal or other compensation caused to the 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 rendered.
24. None of the manpower supplied to the office of DDG (TERM), DoT, Bihar should be a relative of any employee of the office of DDG (TERM), DoT, Bihar.

LEGAL

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 extant laws. The contractor shall produce the same, on demand, to the concerned authority of the office or any other authority prescribed under the respective law.
28. The TDS shall be deducted as per the provisions of extant Income Tax Act and their Rules/Regulations, as amended from time to time.
29. 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.
30. Settlement of disputes, if any, will be done as per provisions of the Indian Arbitration and Conciliation Act and place of proceedings of Arbitration will be at **Patna**.

FINANCIAL

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

34. PAYMENT to CONTRACTOR

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

35. Set off Clause:-

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

PENALTY

36. Absence from Duty:-

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

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

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, and/or,
- b. the Agreement may be terminated, and/or,
- c. the contractor may be black-listed.

ADG (TERM-III)

SECTION-IV

BID FORM

PART-A

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

1. Name of bidder Company/ Firm / Agency/Individuals : _____
(Attach copy of certificate of registration/ copy of partnership deed, as the case may be, if the bidder is other than individual)
2. Name of proprietor/ Director: _____
(if bidder is company/Firm/agency)
3. Full Address of bidder: _____
(Address of Regd. Office if bidder is company/Firm/agency) _____

Telephone No. : _____
Fax No. : _____
E-Mail ID : _____
4. Address of Correspondence of Bidder: _____

Telephone No. : _____
Fax No. : _____
E-Mail ID: _____
5. Name of Banker of Bidder with full address: _____

Telephone Number of Banker: _____
Fax Number of Banker: _____
E-Mail ID of Banker: _____
6. PAN/ GIR No. of the Bidder: _____
(Attach self attested copy)

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

8. **Schedule of Rates**

Sl. No.	Type	Consolidated rate per day (Eight Hours duty)	Overtime Rate in Rs/hour (Beyond Eight hours of duty on a day)
1.	For one Unskilled Manpower	Rupees (in figure)	Rupees (in figure)
		Rupees (in words)	Rupees (in words)
	
	

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

9. a. I certify that I have carefully quoted the rates both in words and figures. In case of dispute, rates quoted in words shall be final.

b. I, further, certify that the rates quoted are inclusive of all statutory taxation liabilities, taxes, levies, cess, service tax, etc. currently in force.

c. I, also, certify that I agree with all the terms and conditions of the Bid Document.

10. Additional information, if any : _____
(Attach separate sheet, if required)

Date:

Signature of Bidder or his authorised person

Place:

Name:

Seal:

NOTE:-

- a. Rate may be quoted keeping in view the fact that the per day working hours is 8(Eight) hours.
- b. For the purpose of evaluation of the bid and for comparison with estimated amount, the cost for 10 unskilled manpower for two years (assuming that the number of days in a year is 300 days and overtime done by one person in a year is 100 hours) will be calculated at the rate quoted by the bidder for each day duty and per hour overtime (in the above mentioned Schedule of Rates).

PART- B
DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director / authorised 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 authorised person

Date:

Full Name:

Place:

Seal:

SECTION –V

DRAFT AGREEMENT

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

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

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

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

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

1. This Agreement shall be valid for two years from the date of signing,
2. This Agreement may be extended by one year at the sole discretion of Govt.,
3. This Agreement may be further extended for a maximum period of two years (i.e. beyond three years) with mutual consent of both the parties,
4. This Agreement may be terminated by either party by giving a three months notice even before expiry of the Agreement.
5. The contractor, during the validity period of this Agreement, shall carryout the assignment of work by deploying the required number of unskilled manpower (employed at his own expense) as per work order issued.
6. The NIB (No. : TERM/BR/131-7/Tender/Unskilled/2015-16 dated 09/05/2016), the corresponding Bid Document, approved rates and work orders shall be deemed to be included as part and parcel of this Agreement.
7. The contractor shall not admit anybody connected with or in the employment of the O/o DDG(TERM), DoT, Bihar and/or O/o CCA, DoT, Bihar as partner in his firm/ company/ agency(if the contractor happens to be firm/ contractor/ agency).
8. The contractor shall abide by the terms and conditions stipulated in the Bid document including any correspondence between the contractor and the Govt. having bearing on execution of work and payments thereof.

9. SCHEDULE OF RATES

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

- a. Rate per day (Wage) – Rs
- b. Rate per hour (Overtime) – Rs

The payment will be made on the basis of actual number of days worked in a month and actual number of hours of overtime performed by the deployed manpower individually. Overtime will be admissible if the total hours of work done on a day by individual deployed manpower is more than 8 (Eight) hours. However, a fraction of an hour will not be taken into account for the purpose of overtime.

Further, if any person works continuously for six days (at least 8 hours each day), then he will be entitled for and will be paid one day additional wage. However, this will be subject to the condition that none of the dates (which were included in any previous claim for extra wage for one day) is again included in the new spell of six continuous days.

10. PENALTY

i. Absence from Duty:-

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

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

ii. Breach of Terms and Conditions of Contract:-

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

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

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

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

()
Signature on behalf of Govt.
Name:
Designation:
Seal:

Agreement signed in the presence of

Witness 1:
(On behalf of Govt.)

Signature:
Name:
Address:

Witness 2:
(On behalf of Govt.)

Signature:
Name:
Address:

()
Signature on behalf of Contractor
Name:
Designation:
Seal:

Witness 1:
(On behalf of Contractor)

Signature:
Name:
Address:

Witness 2:
(On behalf of Contractor)

Signature:
Name:
Address:

SECTION-VI

PERFORMANCE SECURITY BANK GUARANTEE

1. In consideration of DDG (TERM), DoT, Bihar having agreed to exempt _____ (here in after called the Contractor) for submission of demand draft towards performance security deposit/earnest money of Rs 2,40,000/- (Rs Two Lakh Forty Thousand) Only on production of Bank Guarantee for Rs 2,40,000/- (Rs Two Lakh Forty Thousand) only for the due fulfillment, by the said contractor, of the terms & conditions of the bid called vide No. TERM/BR/131-7/Tender/Unskilled/2015-16 dated 09/05/2016 for supply of Unskilled Manpower to TERM Cell, Bihar, we, _____ (name of the Bank) _____ (herein after referred to as "the Bank") at the request of Contractor do, hereby, undertake to pay the Accounts Officer, O/o CCA, DoT, Bihar an amount not exceeding Rs 2,40,000/- (Rs Two Lakh Forty Thousand) only against any loss or damage caused to or suffered or would be caused to or suffered by the TERM Cell, Bihar for any reason or for any breach of the terms & conditions of the said bid for supply of unskilled manpower to TERM Cell, Bihar .
2. We _____ (Name of the Bank) _____ do, hereby, further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG (TERM), DoT, Bihar stating that the amount claimed is due by way of loss or damage caused to or suffered, or, would be caused to or suffered by the TERM Cell, Bihar for any reason or for breach of any of terms & conditions of the bid by the contractor. 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), DoT, Bihar shall be final and binding on the Bank. However, liability under this guarantee shall be restricted to an amount not exceeding Rs 2,40,000/- (Rs Two Lakh Forty Thousand) only.
3. We, _____ (Name of the bank) _____, further, undertake to pay to the TERM Cell, Bihar any money so demanded (not withstanding any disputes raised by the contractor in any suit or proceedings pending before any Court or Tribunal or Arbitrator relating thereto) and our liability under the present guarantee shall be absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment towards demand made by office of DDG (TERM), DoT, Bihar.
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 five years from today.
5. This guarantee will not be discharged due to any change in the constitution of the Bank or the contractor.
6. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by DDG (TERM), DoT, Bihar.

For _____
(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.

SECTION – VII

Annexure I

DECLARATION REGARDING NON- TAMPERING OF DOWNLOADED BID DOCUMENT

I/we, _____ (Name of Individual/ Proprietor/Partner(s)/Director(s)) _____
_____ of M/s _____ (Name of Company/Firm/Agency)
_____ do, hereby, declare that I/we have not tampered the downloaded Bid
document No. TERM/BR/131-7/Tender/Unskilled/2015-16 dated 09/05/2016 (downloaded from
website www.dot.gov.in).

Signature

Name

Name and Address of Firm

Annexure II

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

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

Sub: Authorisation for attending bid opening for supply of Unskilled manpower on 30.05.2016.

Sir,

Following persons are, hereby, authorised to attend the bid opening for the Bid for supply of Unskilled manpower called by O/o DDG(TERM), DoT, Bihar vide No. TERM/BR/131-7/ Tender/Unskilled/2015-16/ dated 09/05/2016 on our behalf:-

Name of the Representative

Specimen Signature

1. _____
2. _____
3. _____
4. _____

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

Signature of the Bidder

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

ANNEXURE-III

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

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

Or

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

Or

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

Or

I / we, _____ Proprietor / Partner (s)/ Director (s) _____ of M/s _____ (Name of Company/Firm/Agency) _____ do, hereby, declare that the firm / company/ Agency namely M/s _____ was blacklisted or debarred by DoT or by _____ (Name of Govt. Dept.) _____ from taking part in Government Bids for a period of _____ years with effect from _____. The period is over on _____ and now the firm/ company/ agency is entitled to take part in Government Bids.

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

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

Signature	_____
Name	_____
Capacity in which signed	_____
Name & address of the firm:	_____ _____

Seal of the firm should be Affixed

ANNEXURE- IV

Declaration on Non-Participation of near Relatives in the Bid

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

Signature

For and on behalf of the Bidder Name (caps)

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

ANNEXURE-V

BIDDER'S PROFILE

General:

Passport size photograph
of the Bidder/authorised
signatory holding letter
of authorisation.

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

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

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

- 3 Address of the Bidder:
.....
- 4 Correspondence Address (if different than Sl. No.3):
.....
- 5 (a) Tel no. with STD code (O)..... (Fax).....(R).....
(b) E-Mail ID (if any)

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

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

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

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

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

Place:

Signature of Bidder/Authorised Signatory

Date:

Name of the Bidder.....

Seal of the Bidder.

SECTION - VIII

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. Original Authority Letter in respect of authorised person (authorised to sign the bid document), provided authorised person is different than bidder.
7. Self attested copy of PAN Card/ Passport/ Aadhar Card of the authorised person (authorised to sign the Bid Document).
8. Self attested copy of Letter of Registration/ Incorporation of the company/ firm/ agency (if bidder is other than individual).

ADG (TERM-III)