



Government of India
Ministry of Communications
Department of Telecommunications
O/o Senior Deputy Director General, Bihar LSA,
7th Floor, Telephone Bhawan, R-Block, Kranti Marg, Patna-800001

Bid No. Bihar LSA/ Tender/Skilled Manpower/2017-18/01

BID DOCUMENT

For “Providing Skilled manpower to O/o Sr. DDG, Bihar LSA, DoT, Patna.”

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

Non transferable

Price of Bid Document: Rs.1000.00

CONTENTS OF BID DOCUMENT

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SECTION- I

No. Bihar LSA/ Tender/Skilled Manpower/2017-18/01

dated: 06/04/2018

NOTICE INVITING BID

1. E-tender is invited on behalf of the President of India under two Bids System i.e. Qualification Bid and Financial Bid from reputed, experienced and financially sound Companies/ Firms/ Agencies/ Individuals for “**Providing Skilled manpower to O/o Sr. DDG, Bihar LSA, DoT, Patna.**” for two years. The brief requirements are as mentioned below:

Description	Quantity & Term	Estimated Cost (Rs.)	EMD (Rs.)	Cost of Bid Document
Providing Skilled manpower to O/o Sr. DDG, Bihar LSA, DoT, Patna..	10 Skilled Manpowers for Two Years	54,00,000/-	1,35,000/-	Rs.1000/-

Note:- The Bidder should submit DD for Rs.1,35,000/- for the above EMD. The DD has to be submitted off line before 16:00 hrs on **01/05/2018** and scanned copy of DD to be uploaded online.

Important Information

1. Bid document can be downloaded from the website **www.dot.gov.in**. or the E Procurement portal **http://eprocure.gov.in/eprocure/app** by using bidder login credentials. The downloaded document shall be treated as valid document for participation in the bid. However, the cost of the bid document (i.e. Rs. 1,000/-in the form of DD drawn in favour of A.O. (Cash), O/o CCA, Bihar, Patna and payable at Patna has to be submitted off line before 16:00 hrs on **01/05/2018** and scanned copy of DD to be uploaded online. If tampering of any clause of the bid document is found in the submitted bid document, it will be summarily rejected and EMD amount shall be forfeited.

2. **Schedule:**

- a. **Date of issue of Bid Document:-** Bidder can download the Bid Document from **06-04-2018** 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.
- b. **Last date & time for receipt of bids : - 01/05/2018; 1600 Hrs.**
- c. **Physical submission of EMD and Tender document fee: - 01.05.2018; 1600 Hrs.**
- d. **On-line opening of Tender Bids (Qualification bids):- 04/05/2018; 1200 Hrs.**
- e. **Date & Time for opening of Financial Bids : - 21/05/2018; 1200 Hrs.(However this date may change, if required)**
- f. **Place of opening the Bid :- Chamber of Dir (E), O/o Sr. DDG, BIHAR LSA, DoT, 7th Floor, Telephone Bhawan, R-Block, Kranti Marg, Patna-800001.**
- g. **Validity of Bid: - Till 15/09/2018.**

3. **Accessibility of Tender Document:-** Tender document can be obtained by downloading it from the website www.dot.gov.in or the E Procurement portal <http://eprocure.gov.in/eprocure/app>.

4. **Tender Document Fee :** DD for an amount of Rs.1000/-(Rupees One Thousand only) (non-refundable) from Nationalized / Scheduled bank drawn in favour of A.O. (Cash), O/o CCA, Bihar, Patna and payable at Patna 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.

5. **Earnest Money deposit:** DD for an amount of Rs1,35,000/-(Rupees One Lakh Thirty Five Thousand only) (non-refundable) from Nationalized / Scheduled bank drawn in favour of A.O. (Cash), O/o CCA, Bihar, Patna and payable at Patna has to be submitted offline (Scanned copy of DD to be uploaded online) towards EMD failing which the tender/bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Demand Draft submitted.

6. **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. **Bid has to be submitted only online** at <http://eprocure.gov.in/eprocure/app> in two bid systems i.e (i) Qualification 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. **Bid 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 Section- VI of the Bid Document.

7. The Department reserves the right to amend or withdraw any of the terms and conditions contained in the Bid Document or to reject any or all tenders without assigning any reason. The decision of the Sr. DDG, Bihar LSA, Patna, Ministry of Communications and Department of Telecommunications in this regard shall be final and binding on all.
8. The aforesaid DDs/Pay orders towards cost for Bid Document and EMD should be submitted offline to the bid inviting authority i.e. Sr. DDG, Bihar LSA, Patna on or before 16:00 hrs on 01-05-2018 and the scanned copy to be uploaded online on or before 16:00 hrs on 01-05-2018 .The DD towards the cost of Bid Document and that towards the Earnest Money Deposit should bear the date after the date of NIB.
9. Aspiring Bidders who have not enrolled/registered in e-procurement should enrol/ register before participating in the Bid through the website <http://eprocure.gov.in/eprocure/app>. The enrolment on portal is free of cost.
10. If the bid opening date is declared a holiday by Government of India due to any reason, then the bid shall be opened on next working day at the same time.
11. Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited. The bids submitted by such persons who resort to canvassing will be liable to be rejected
12. Other details are available in Bid document.

JTO (Civil)
3th Floor, Telephone Bhawan,
R-Block, Kranti Marg,
Patna-800001

Section II

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Office of Senior Deputy Director General , Bihar LSA, Department of Telecommunications located at 3rd & 7th Floor, Telephone Bhawan, R-Block, Patna - 800001 requires Skilled Manpower from reputed Companies / Firms / Agencies/ Individuals.
2. This office has initial requirement for 10 (Ten) numbers of skilled manpower. The nature of service for the skilled manpower have been specified at clause 11 of this section. The requirement of this office may increase up to 20 and or decrease up to 5 during the period of contract.
3. The likely period of deployment of Manpower will be two years starting/ commencing from sometime in June/July -2018.
4. DD for an amount of Rs1,35,000/-(Rupees One Lakh Thirty Five Thousand only) (non-refundable) from Nationalized / Scheduled bank drawn in favour of A.O. (Cash), O/o CCA, Bihar, Patna and payable at Patna has to be submitted offline (Scanned copy of DD to be uploaded online) towards EMD failing which the tender/bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Demand Draft submitted.
Bid/Offer not accompanying earnest money deposit of the requisite amount will be summarily rejected.
5. 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 Cost (including EMD deposited with Bid) in favour of “**Accounts Officer(Cash), O/o CCA Bihar and payable at Patna**”.
6. The bidder is required to enclose self attested photocopies of the following valid documents.
 - (a) Copy of PAN / GIR card.
 - (b) Copy of the IT return filed for the last Two financial year (Financial Year -2015-16 and Financial Year 2016-17) (Assessment Year -16-17 and Assessment Year 17-18).
7. **The conditional bids shall not be considered and will be outrightly rejected in very first instance.**
8. 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 signatory 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.**
9. The e-tender shall be opened on the scheduled date and time i.e. at **12:00 hrs on 04/05/2018** in the office of Sr. DDG, BIHAR LSA, 3rd / 7th Floor, R-Block, Telephone Bhawan,

Patna– 800001 in presence of the representatives of the bidders. The representatives of the bidder must bring a letter of authorization for attending bid opening in the format as mentioned at Annexure-II of Section-V.

However, the bidder is free to submit the said letter of authorization in the O/o Sr. DDG, BIHAR LSA, DoT, Patna even earlier than the date of opening of the bid.

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

11. GENERAL REQUIREMENTS

1. The skilled manpower should be able to read and write Hindi and English. The skilled manpower should be at least graduate from a recognized University / Institute, having good speed in reading and writing both Hindi and English and must have good computational ability. He should be well versed with working on computer system including Internet based applications/work. Person having knowledge of short hand will be given preference.

2. The nature of service for the skilled manpower shall include but not limited to the following activities:-

a. Data entry to be done using various application software packages such as MS Office, Hindi package and other packages which may come into use in future.

b. Auditing of CAFs electronically.

c. Maintaining data base for office works & other requirements which may arise in future.

d. Dispatch and delivery of official letters by messenger, ordinary post and registered post.

e. Distribution of office mail, letters & files to concerned person in the office.

f. Screening, Sorting of documents of the files.

g. The manpower to be engaged should be between 18-50 years of age group.

h. To work as steno to ADG/ Directors/DDG.

i. Photocopying, faxing, making sets of reports/documents etc.

j. Any other work assigned by the officers in O/o Sr. DDG, BIHAR LSA, DoT, Patna.

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

a. Attested copy of GST 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.

13. PREPARATION & SUBMISSION OF BIDS

Preparation and Submission of Bids:

The tender should be uploaded on line in two parts namely i) **Qualification Bid** and ii) **Financial Bid** (in the format given in Section VIII) .

Qualification Bid:

The qualification bid should be uploaded along with scanned copy of Account Payee Demand Drafts for **Rs1,35,000/- (Rupees One Lakh Thirty Five Thousand only) and Rs. 1000/- (Rs One Thousand) only** in favour of A.O. (Cash), O/o CCA, Bihar, Patna and payable at Patna and also requisite documents as per Section VI. The scanned copy of DDs for EMD and Tender Document fee are required to be uploaded by the Bidder at the place indicated as Cover No.1. Scanned copy of all the documents as mentioned at Section VI and scanned copy of qualification bid duly filled and signed on each page are required to be uploaded by the Bidder at the place indicated as Cover No.2 while uploading the documents on e-procurement website. **No indication of the Prices shall be made in the Qualification Bid.** All pages of original bid shall be signed by the person or persons signing the bid.

Financial Bid:

The bidder shall quote the rate in BoQ1 (Schedule of rate for skilled manpower) of financial bid at section VIII and is required to be uploaded by the Bidder at the place indicated as Cover No.1 while uploading the documents on e-procurement website. The Financial Bid of those bidders who are found qualified in Qualification bid, will be opened on **21/05/2018; 1200 Hrs.(However this date may change, if required).**

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 of bid document will be permitted.

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.

14. Bid opening

14.1 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 V).

14.2 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.

14.3 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.

15. **Evaluation**

15.1 The Department shall evaluate the bids to determine whether they are complete; whether any computational errors have been made; whether documents have been properly signed and whether bids are generally in order. No post bid clarification at the initiative of the bidders shall be entertained.

15.2 If there is discrepancy between words and figures, the amount in words shall prevail prior to detailed evaluation; The Department shall determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of bid document without any deviation.

15.3 The Department shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price/rate of the services offered as indicated in the rate schedule in financial bid of the bid document.

16. **Award of Contract**

Department shall place Approval letter and the bidder shall, within 15 days of issue of Approval letter, give his acceptance along with performance security deposit.

17. **Right to vary quantity**

The Department reserves the right to increase or decrease the required number of skilled manpower without any change in awarded rate and other terms and conditions.

18. **Signing of Contract/Agreement**

Signing of Agreement shall constitute the award of contract on the successful bidders.

19. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the Performance Security Deposit/EMD. In such a case, the Department may make the award to any other bidder at its discretion or call for New Bid/Tender.

20. **Period of validity of bids**

(i) The bid shall remain valid up to 15/09/2018. A bid valid for a shorter period shall be rejected by the Department as non-responsive.

(ii) In exceptional circumstances, the Department may request the bidder's consent for an extension to the period of bid validity. The requests and the responses thereto shall be made in writing. The EMD validity shall also be suitably extended. A bidder may refuse the request without forfeiting his EMD. A bidder accepting the request and granting the extension will not be permitted to withdraw the extension later on.

21. The EMD of the bidder will be forfeited if he withdraws from the bidding process before finalization of tender or 15/09/2018, whichever is earlier.

22. 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.

23. 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 Sr. DDG, BIHAR LSA, DoT, Patna 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-V.
24. The bidder must not tamper in the downloaded bid document from the website www.dot.gov.in or the E Procurement portal <http://eprocure.gov.in/eprocure/app>. A declaration to this effect must be submitted along with this bid in the format as mentioned at Annexure-I of Section-V.
25. 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-V.
26. 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.
27. The bidder must submit its own profile in the format prescribed at Annexure-V of Section-V.
28. Sr. DDG, BIHAR LSA, DoT, Patna reserves the right to accept or reject (fully or partially) any or all bids without assigning any reason.
29. Sr. DDG, BIHAR LSA, DoT, Patna reserves the right to accept a bid which may or may not be lowest.

JTO(CIVIL), DoT,
Patna

Section III

TERMS AND CONDITIONS

General

1. The manpower deployment may commence from sometime in June /July 2018 and shall continue for a period of two year, unless it is curtailed or terminated by the office of Sr. DDG, BIHAR LSA, DoT, Patna 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 year 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 Sr. DDG, BIHAR LSA, DoT, Patna and for a further period not exceeding two years with mutual consent.
4. The office of Sr. DDG, BIHAR LSA, DoT, Patna 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 including the Minimum Wages Act, 1948 or its subsequent amendments. The contractor will maintain proper record as required under the various Laws / Acts.
7. This office, at present, has requirement of approximately 10 numbers of Skilled 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 existing manpower on the same terms and conditions.
8. The contractor will be bound by the details furnished by him / her to this Department, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
9. The contractor shall ensure that the manpower deployed in the Office of Sr. DDG, BIHAR LSA, DoT, Patna conforms to the requirements prescribed at clause 11 of section II of the Bid Document.
10. The manpower deployed by the contractor shall be required to work normally as per the working hours/day of the office i.e. from Monday to Friday from 0900 hrs. to 1730 hrs with a lunch break of half-hour from 1300 hrs. to 1330 hrs. However, if required the deployed person may have to work beyond office hours i.e. beyond 1730 hours. The manpower may also be called upon to perform duties on Saturday, Sunday and holidays as per requirement.

11. 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 Sr. DDG, BIHAR LSA, DoT, Patna.
 - b. Bio-data of each person deployed.
 - c. Attested copy of graduation certificate and other certificates (if any) of the deployed persons.
 - d. Attested copy of Aadhar card.
12. In case, the person deployed by the contractor commits any act that amounts to misconduct/ indiscipline/ security breach, the contractor will be liable to take appropriate action against such persons, including removal from work.
13. 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.
14. The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the office.
15. The person deployed by the contractor should be neatly dressed, maintain proper discipline and good behaviour with all. The contractor shall ensure proper conduct of his personnel in office premises.
16. 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.
17. For all intents and purposes, the contractor shall be the "Employer" within the meaning of various Labour Laws in respect of manpower so deployed in the office.
18. The contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
19. The contractor shall be solely responsible for the following and bear the related cost:-
- a. any damage done to this office by the deployed manpower, or

- b. any legal or other compensation caused to this office by the deployed manpower.
20. The manpower deployed by the contractor shall not have any claims of Master and Servant relationship vis a vis DoT nor have any principal and agent relationship with or against the O/o Sr. DDG, Bihar LSA, Patna.
21. The manpower deployed by the contractor shall not be entitled for any claim like pay, perks and other facilities which may be admissible to casual, ad-hoc, regular/ confirmed employees of this office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in the O/o Sr. DDG, BIHAR LSA, DoT, Patna. The Contractor should communicate the above to all the manpower deployed in the office.
22. Payment shall be made only to the contractor on monthly basis as per actual services.
23. None of the manpower supplied to the office of Sr. DDG, BIHAR LSA, DoT, Patna should be a relative of any employee of the office of Sr. DDG, BIHAR LSA, DoT, Patna.

LEGAL

24. The contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, etc. in respect of the persons deployed in the office.
25. The contractor shall be liable for depositing all taxes, levies, cess, service tax, etc. to the concerned authorities from time to time as per extant rules and regulations on account of service rendered to O/o Sr. DDG, BIHAR LSA, DoT, Patna.
26. 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.
27. 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.
28. In case, the contractor fails to comply with any statutory / taxation liability under applicable laws and as a result thereof O/o Sr. DDG, BIHAR LSA, DoT, Patna is put to any loss/ obligation, monetary or otherwise, O/o Sr. DDG, BIHAR LSA, DoT, Patna 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 Sr. DDG, BIHAR LSA, DoT, Patna:-
- a. Photocopy of attendance sheet for the **claimed month** [duly verified by designated officer of TERM Cell, Bihar] in respect of persons deployed,
- b. Documentary proof of payment of salary of **claimed month** to the persons deployed,
- c. Documentary proof of remittances towards EPF, ESIC, GST in respect of **claimed month** to the authorities concerned.
- d. A certificate that none of the manpower deployed is a relative of any employee of the office of Sr. DDG, BIHAR LSA, DoT, Patna.
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

The payment to the contractor will be made on monthly basis and calculation will be made on rate per hour. However, fraction of an hour will not be taken into account for the purpose of calculation.

34. Set off Clause:-

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

PENALTY

35. **Absence from Duty**:-

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

- a. The contractor shall provide a substitute in the event of any person remaining absent to more than two days for any reason.

- b. Delay by the contractor in providing a substitute after expiry of two days absence shall attract liquidated damages @ Rs.200/- per day (per such case) starting from the day from which the person has been absent, besides deduction in payment on pro-rata basis.

36. Breach of Terms and conditions of Contract:-

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

- a. the Performance Security Deposit of the contractor may be forfeited.
- b. the agreement may be terminated.
- c. the contractor may be black-listed.
- d. Suitable recovery may be made.

37. Termination of Contract

The Department without prejudice to any other remedy for breach of contract may terminate the contract in whole or in part,

- a. if the supplier fails to arrange the supply of the manpower within the period(s) specified in the contract/agreement, or,
- b. if the supplier fails to perform any other obligation (s) under the contract/agreement, or,
- c. in case, any of the documents furnished by supplier is found to be false at any stage, it would be deemed to be a breach of terms of contract/agreement, making the supplier liable for legal action besides termination of contract.

38. Termination for insolvency

The Department may by giving written notice and without compensation to the supplier, terminate the contract/agreement, if the supplier becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy.

39. Force Majeure

- 39.1 If, during the continuance of the contract/agreement, the performance (in whole or in part by either party) in respect of any obligation under this contract/agreement, is prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) and notice of such happenings is given by the affected party to the other within 21 days from the date of occurrence, neither party shall by reason of such event be entitled to terminate this contract/agreement, nor any party shall have any claim for damages against the other in respect of poor/inadequate performance or delay in performance under the contract/agreement.

39.2 The supply shall be resumed as soon as practicable after such event and the decision of the Department as to whether the supplies have been so resumed or not, shall be final and binding.

39.3 Provided further that if the performance in whole or part of any obligation under this contract/ agreement is prevented or delayed due to any such event for a period exceeding 60 days, either party may, at its discretion, terminate the contract/agreement.

40. **Arbitration**

40.1 In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Sr. DDG, Bihar LSA, DoT. In case his designation is changed or his office is abolished, then the sole arbitration shall rest with the office entrusted with the function of the Sr. DDG, Bihar LSA or by whatever designation such officers may be called (hereinafter referred to as the said officer). However, if the Sr. DDG, Bihar LSA or the said officer is unable or unwilling to act as arbitrator, then the sole arbitration shall rest with such other person as appointed by the Sr. DDG, Bihar LSA or the said officer.

40.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award.

40.3 The venue of the arbitration proceeding shall be Office of Sr. DDG, Bihar LSA, at Patna or such other place as the arbitrator may decide.

JTO(CIVIL), DoT,
Patna

SECTION –IV

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 & Senior Deputy Director General, Bihar LSA, 7th floor, Telephone Bhawan, R-Block, Patna – 800 001, herein after referred to as the DoT, on the other part, and

Whereas the contractor has offered to enter into agreement with DoT for providing skilled manpower to the O/o Sr. DDG, BIHAR LSA, DoT, Patna on the terms and conditions herein contained and the rates approved by the Sr. DDG, BIHAR LSA, DoT, Patna, 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 skilled 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 Sr. DDG, BIHAR LSA, DoT, Patna and/or O/o CCA, Department of Telecommunications, Bihar as partner in his firm/ company/ agency (if the contractor happens to be firm/ contractor/ agency).
8. The contractor shall abide by the terms and conditions stipulated in the Bid document including any correspondence between the contractor and the DoT having bearing on execution of work and payments thereof.

9. SCHEDULE OF RATES

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

- a. Rate per hour (Wage) – Rs

The payment will be made on the basis of actual number of hours worked in a month and However, fraction of an hour will not be taken into account for the purpose of Calculation.

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 shall be deducted. In case of repetition of such instances on more than two occasions, following shall be applicable:-

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

ii. Breach of Terms and conditions of Contract:-

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

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

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

Above written:

()

Signature on behalf of DoT

Name:

Designation:

Seal:

()

Signature on behalf of Contractor

Name:

Designation:

Seal:

Agreement signed in the presence of

Witness 1:

Signature:

Name:

Witness 1:

Signature:

Name:

Witness 2:

Signature:

Name:

Witness 2:

Signature:

Name:

SECTION – V

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. **Bihar LSA/ Tender/Skilled Manpower/2017-18/01** dated 06/04/2018 (downloaded from website www.dot.gov.in. or the E Procurement portal <http://eprocure.gov.in/eprocure/app>).

Signature

Name

Name and Address of Firm

Annexure II

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach O/o The Sr. DDG, BIHAR LSA, DoT, Patna on or before date of bid opening)

To,
The Sr. DDG, BIHAR LSA,
DoT, Patna

Sub: Authorization for attending bid opening for supply of skilled manpower on 04.05.2018.

Sir,

Following persons are, hereby, authorized to attend the bid opening for the Bid for supply of skilled manpower called by O/o Sr. DDG, BIHAR LSA, DoT, Patna vide No. **Bihar LSA/ Tender/Skilled Manpower/2017-18/01** dated 06/04/2018 on our behalf:-

Name of the Representative

Specimen Signature

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

Any two person (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 Sr. DDG, Bihar LSA, DoT, Patna and EMD/PSD shall be forfeited if the above information is found false.

In addition to the above, O/o Sr. DDG, BIHAR LSA 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

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- 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 Sr. DDG, BIHAR LSA, DoT, Patna or O/o CCA, Bihar.

In case at any stage, it is found that the information given by me is false/incorrect, Sr.

DDG, BIHAR LSA, DoT, Patna shall have the absolute and full right to take any action as deemed fit/ without any prior intimation to me.

Signature _____

Name _____

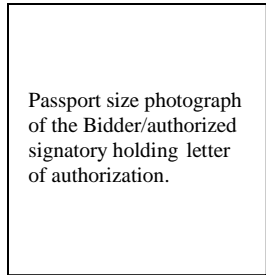
Capacity in which signed _____

Name & address of the firm: _____

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:

- 1 Name of the Bidder
- 2 Name of the authorised 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 authorised person mentioned at Sl. No. 2) should be submitted along with bid document.

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

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.

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

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

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

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

i) Proprietorship

ii) Partnership

iii) Private Limited

iv) Public Limited

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

7. Name of Proprietor/Partners/Directors
(in case of company/ firm/ agency)

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

Place:

Signature of Bidder/Authorized Signatory

Date:

Name of the Bidder.....

Seal of the Bidder.

ANNEXURE-VI

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 Bidder/ Authorized person

Date:

Full Name:

Place:

Seal:

SECTION - VI

ORDER FOR UPLOADING OF DOCUMENTS OF QUALIFICATION BID.

A) Qualification Bid should have scanned copy of documents in following order:

1. DD for Document fee;
2. DD for Earnest money deposit;
3. Bid Document with each page duly signed and stamped by the authorized signatory of the agency in token of their acceptance;
4. Duly filled and signed Bidders profile at Annexure -V of section V.
5. Self attested copy of Certificate of Registration/ Incorporation of the company/ firm/ agency (if bidder is other than individual).
6. Self attested copy of PAN Card/ GIR No. of the Bidder.
7. Self Attested copy of the IT return filed for the last two financial years(FY 2016-17 & 2015-16).
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 Authorised person.
10. Declaration as per Annexure- IV of Section V regarding no relative working in DoT duly filled and It is signed by Proprietor/ all Partners/All Directors (As the case may be).
11. Declaration as per Annexure- I of Section V regarding non-tampering of tender document in cases of downloaded tender, duly filled and it is signed by Proprietor/ All Partners/All Directors (As the case may be).
12. Declaration as per Annexure -III of Section V about blacklist/Debaring, duly filled and it is signed by Proprietor/ All Partners/All Directors (As the case may be).

SECTION - VII

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 user 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.
- xvi) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should reach 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 event.
- 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 e-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.

End of Document

JTO (Civil)



Government of India
Ministry of Communications
Department of Telecommunications
O/o Senior Deputy Director General, Bihar LSA,
7th Floor, Telephone Bhawan, R-Block, Kranti Marg, Patna-800001

Bid No: - Bihar LSA/ Tender/Skilled Manpower/2017/01

FINANCIAL BID

Senior Deputy Director General, Bihar LSA, DoT

SECTION-VIII
SCHEDULE OF RATE FOR SKILLED MANPOWER

Sl. No.	Description	Consolidated rate per hour for one skilled manpower.
1.	For one skilled manpower	Rupees (in figure) Rupees (in words)

1. For comparison with estimated cost and for evaluation purpose only:- total cost will be calculated for 10 skilled manpower for two years assuming that the number of hours in a year is 2400.
2. Rates may be quoted keeping in view the Minimum Wages Act, 1948 and other laws/bylaws, rules, regulations, etc. currently applicable (inclusive of all statutory liabilities, taxes, levies, cess, GST, etc.).
3. Rates may be quoted keeping in view the current Minimum Wages applicable for Central Government departments.
- 4
 - a. Certified 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, GST, etc. currently in force.
 - c. Certified that I agree with all the terms and conditions of the Bid document.

Date:

Place:

Signature of bidder/ authorized person:

Name:

SEAL