

ANNEXURE-I

Tender No.: 5-7/GM/2008-NICF



Government of India
Ministry of Communications & IT
Department of Telecommunications
National Institute of Communication Finance
ALT Complex, Ghaziabad

SPECIFICATION & GENERAL TERMS AND CONDITIONS FOR DATA INPUTTING JOB ON CONTRACT BASIS

1. The quotation duly signed and complete in all respects may be enclosed in sealed cover addressed to the General Manager, NICF, ALT Complex, Ghaziabad-201002. The cover should also be superscribed "**Tender for data inputting job on contract basis**" "NOT TO BE OPENED BEFORE **24.02.2009**"
2. Tenders received in unsealed covers will not be entertained.
3. Tenders can be deposited in the Tender Box kept in the office or can be sent by registered post. Tender sent by registered post must reach the O/O the General Manager, NICF, Ghaziabad not later than 1500 Hours of 24.02.2009. Tender received after the appointed date and time will not be considered.
4. Tenders will be opened at 15.30 Hours of 24.02.2009 in the presence of such tenderer or their authorized representative who may wish to attend.
5. If the tender opening day is declared as a Government of India holiday then tender will be opened on the next working day at the time notified in para 4 above.
6. Tenderer would keep their offers open for acceptance for the period of 180 days from the date of opening of tender.
7. The tenderer will quote rates per page for each category in the prescribed form as per **Annexure-II**.
8. The tenderer should sign and affix his firm's seal on each page of the tender document and all its Annexure. On acceptance of the offer by the contractor, the signed tender document will be treated as contract agreement and no separate formal contract agreement will be drawn.
9. The total annual estimated value of the tender is about 2.00 lakh.

10. Earnest money of Rs.4,000/- in shape of Demand Draft from any Nationalized Bank drawn in favour of P&AO(HQ), DOT, Sanchar Bhawan, payable at New Delhi must be deposited along with the tender. The earnest money so deposited shall not earn any interest. Tenders without earnest money will be summarily rejected.
11. The contractor will provide trained manpower (two or three at a time). The data entry operators should have good experience of working on Computers and Laptops. The operators (three operators at a time) will work at this office during the working hours of the office.
12. Payment will be made on monthly basis only if a certificate for satisfactory job is provided by individual group officer.
13. Confidentiality of data should be ensured by the data inputters.
14. The successful Tenderer should have to furnish an amount of Rs.10,000/- (Rupees Ten thousand only) towards security deposit within 15 days of issue of work award letter to safeguard the performance of the contract during the year. The security will be released only after the expiry of the contract.
15. The security deposit is to be furnished by means of demand draft from any nationalized bank in favour of PAO (HQ), DOT, Sanchar Bhawan, payable at New Delhi.
16. The General Manager or his authorized nominee reserves the right to reject any bid without assigning any reason for the same.
17. In case of any dispute, the decision of the General Manager, National Institute of Communication Finance, shall be final and binding.
18. Selected contractor will have to provide the data operator within three days of placement of demand.
19. The tenderer should have the followings and should produce proof of the same along with sealed tender.
 - (i) Attested copy of the registration certificate of the firm. In case of partnership firm, attested copy of partnership deed.
 - (ii) Availability of at least 5 trained manpower :
 - (iii) 2 years previous experience certificate in Govt. Organizations/PSU
 - (iv) Attested copy Service Tax registration Certificate
 - (v) Attested copy of PAN card.
 - (vi) An attested copy of latest Service Tax return
 - (vii) An attested copy of latest Income Tax return
 - (viii) Original "Power of Attorney" in case of any person other than the tenderer himself has signed the tender.

20. **Assignment:**

The tenderer shall not assign this contract or any part of it to any other party.

21. The contract shall be in force for a period of 1 year from the date of acceptance of the offer. However NICF reserves the right to terminate it earlier by giving one-month notice.

22. The contractor should submit the bills in the first week of the following month. All payments will be made by cheque only.

23. The near relatives of employees of this office are prohibited from participation in this tender. Near relative are defined as:

(a) Members of Hindu undivided family.

(b) Their husband or wife

(c) Relatives in the manner as father, mother, son(s), son's wife, daughter(s), daughter's husband, brothers, brother's wife, sister and sister's husband.

24. The tender is not transferable

25. **Breach of Contract:**

In the event of the vendor becoming insolvent or going into liquidation, the Department of Telecommunications shall be entitled to treat such insolvency/liquidation as a breach of contract from the moment it occurs.

26. **Penalty:**

(a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to inputting of data, General Manager, National Institute of Communication Finance shall make deductions at double the rate of data inputting on prorata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Department of Telecom.

(b) The powers of the General Manager, National Institute of Communication Finance under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in

him as herein provided nor forfeiture of deposit mentioned under clause 14 above.

27. Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at Ghaziabad or at such other place as decided by Department of Telecom and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the Rules framed there under and in force shall be applicable to such proceedings.

ANNEXURE-II
(Financial Bid)

Tender No. 5-7/GM/2008-NICF

To,

The General Manager
NICF,
ALT Complex, Ghaziabad.

Sir,

Kindly refer to your Tender Notice No. 5-7/GM/2008-NICF dated 19-01-2009 for Data Inputting job on contract basis, I/We submit the offer as detailed below:-

1. Name of the Tenderer :
2. Postal Address :
3. PAN No. :
4. Rates (inclusive of all taxes) quoted for Data Inputting work :-

S. No.	Nature of Work	Unit	Rate (in Figures)	Rate in Words
i)	Data Inputting with Short Hand	Page		
ii)	Data Inputting without Short Hand	Page		
iii)	Tabulation	Table		
iv)	Drawing	Drawing		
v)	Editing	Per Page		
vi)	Data Processing	Per Page		

5. Whether documents as required under para 19 of Annexure-I are enclosed :
6. Whether each page of tender document has been signed and enclosed (Yes or No) :
7. Earnest money deposit (DD No. _____ and Date _____ issued by _____ Bank attached for Rs. 4000/- (Rs. Four Thousand Only)

Signature of tenderer with stamp
Tel. No./ Fax No