

TENDER FORM NO.....

DATE:

Government of Bihar
Department of Planning & Development,
(Directorate of Economics & Statistics, Bihar)
M-3, Officers' Flat, New Punaichak
Patna-800023
Phone No:-0612-2280887
Email Id: - dir-stat-bih@nic.in

TENDER FOR COMPUTRERISATION OF 5TH MINOR IRRIGATION
CENSUS (REFERENCE YEAR 2013-14) SCHEDULES AT
DISTRICT OFFICES

1. Last Date and Time of Sale of Tender Documents : 12.08.16 till 12:00 noon.
2. Pre Bid Discussion : 08.08.2016 at 3: 00 p.m.
3. Closing Date & Time of Receipt of Tender : 12.08.2016 up to 2:00 p.m.
4. Date of Opening of Tender and Technical Bid : 12.08.2016 at 3:00 p.m.

At

Directorate of Economics & Statistics, Bihar, Patna
(Department of Planning & Development)



Tender Document

TERMS AND CONDITIONS OF TENDER FOR COMPUTERISATION OF 5TH M.I. CENSUS SCHEDULES


Sealed tenders are invited from reputed Firms/ Agencies or their authorized marketing Agents Only.


The tender document consists of the following:

- (1) Information of Schedules
- (2) Terms & Conditions
- (3) Particulars of the Tenderer.
- (4) General Conditions
- (5) Tender form for "Price Bid"

ELIGIBILITY CRITERIA

- 1) Each page of the Tender Document should be duly signed and stamped.
- 2) Each page of the Tender Document should be numbered with a summary attached.
- 3) The Tenderer must have five years Experience from 2011-12 to 2015-16 of data entry and validation. Their past Experience i.e. job Executed, including the name of those clients, has to be supported by documentary evidence (Samples & photocopies of orders and Experience to be enclosed).
- 4) The firms/Agencies must have an annual turnover of Rs. 50.00 (Fifty) Lakh in each of the last three years (i.e.2012-13,2013-14 & 2014-15) Bidder has to submit relevant Documents with specific mention of "turnover" & its amount audited by CA as proof.
- 5) Detailed Statement of Computing System available and the details of installation of computer system and manpower in the districts including the location and address has to be givenⁱⁿ an annexure along with the tender.
- 6) VAT/Services Tax registration (BST/CST) should be attached.
- 7) The Tenderer should have PAN for Income Tax.
- 8) Firm/company must have Registration in Bihar ESIC and EPFO.
- 9) Tenderer must not have been blacklisted or deregistered by any Central/State Government Department or Public Sector Undertaking. Tenderer must submit affidavit by Executive Magistrate in original. Also no work of Tenderer must have been rescinded by clients after award of Contract during last Five Years.
- 10) An EMD of Rupees 50,000/-(Fifty thousand) only has to be deposited along with filled Tender documents in the form of A/C payee D.D in favour of Deputy Director (D.D.O), Directorate of Economics & Statistics, Bihar, Patna.


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Sr. S-D


Director

PREPARATION OF TENDER

Tender has to be submitted in two Parts.

- (I) The First Part i.e. ENVELOPE "A" consists of "TECHNICAL BID WITH COMMERCIAL TERMS WITHOUT PRICE".
- (II) The second part of the tender consists of ENVELOPE "B" consisting of a form for the "PRICE BID."(Annexure-1) The tenderer would be required to give their best prices in this form and insert it in ENVELOPE "B".
- (III) Both these envelopes viz. Envelope "A" and "B" duly sealed and subscribed with the word- "ENVELOPE A" - TECHNICAL BID AND "ENVELOPE B"- PRICE BID respectively are to be inserted in an envelope marked as ENVELOPE "C"
- (IV) As explained above this tender is on "Two BID" system. First the ENVELOPE "A" will be opened on the due date of the opening of the tender and the technical and the commercial terms will be evaluated. The material (item) will be evaluated for its only successful Tenderer who qualifies in the technical evaluation will be considered for price Bid opening. Tenderer who do not qualify on the technical Bid will not be considered for price Bid opening. Hence it is very essential that the price Bid be given in the Envelope "B" only. The tender, containing "Technical bid" Price Bid" in the same envelope shall be rejected.
- (V) Those who qualify for the "Technical Bid" shall be invited to attend the "Price Bid" and intimation of the date will be given only to those, accordingly.
- (VI) Those who do not qualify in the "Technical Bid" evaluation will be intimated of this fact and their EMD will be refunded thereafter.
- (VII) After opening of the "Technical Bid" a team from the Directorate of Economics & Statistics Department of Planning & Development, Bihar, Patna may visit the work premises of the Tenderer, who qualify the "Technical Bid" to confirm the existence of the functioning computers/manpower and documents furnished by the tenderer.
- (VIII) Please quote your lowest rate and forward the tender to the following address either personal in the Directorate's Drop Box, Deputy Director (Drawing and Disbursing) Directorate of Economics & Statistics, T-5, Account Section, officers' Flat, New Punaichak, Patna-800023 (Bihar) or by post so as to reach the following address before closing time and due date of Tender.


The Director,
Directorate of Economics and Statistics,
M-3, officers' Flat, New Punaichak, Bihar Patna-800023


LATE TENDERS, INCOMPLETE TENDERS AND THOSE NOT IN CONFORMITY WITH OUR SPECIFICATION WILL NOT BE ENTERTAINED.

Directorate of Economics & Statistics, Bihar, Patna reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. Offers sent through fax/Email will not be considered.


Director,

Directorate of Economics and Statistics,
Bihar, Patna


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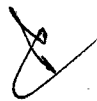
Director


INFORMATION OF THE 5TH M.I. CENSUS SCHEDULES

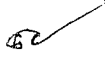
Sl.No.	Name of schedule	No of entries per schedule	No of Schedules
1	Ground Water Schedule	1-39	6,51,242
2	Surface water schedule	1-40	12,127
3	Village Schedule	1-10	45,354


Note

- Sample of forms may be seen in the office of Directorate of Economics & Statistics Bihar, Patna.
- Software for Computerization are available at computer Centre of Directorate of Economics & Statistics Bihar, Patna.


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Government of Bihar
Department of Planning & Development
(Directorate of Economics & Statistics, Bihar)


TENDER FOR COMPUTERIZATION OF 5TH M.I. SCHEDULE AT
DISTRICT OFFICE

**Sealed tenders are invited form REPUTED FIRMS/AGENCIES OR
THEIR AUTHORIZED MARKETING AGENCIES ONLY for
computerization of 5th M.I. Schedule.**


TERMS AND CONDITION:-


1. The Tender form should be filled up in all respects and no relevant columns should be left blank. Each page of the tender documents should be signed and stamped by the Tenderer and all tender documents should be numbered with a summary attached.
2. The rate should be valid for one year from the date of signing the agreement of Tender.
3. The District Statistical Office of the concerned district will make available of the filled- in- schedules for the work. The computerized matter under this work shall be supplied to the District Statistical Office and the Directorate in C.D. by Tenderer.
4. The tenderer must have computer setup in at least 20 districts and it should furnish a declaration that it will arrange to install its system in the remaining of the districts within fifteen days of signing of the Agreement (The details of installation of computer system and manpower in the districts including the location and address has to be given as an annexure along with the tender.)
5. The Tenderer shall facilitate inspection of the work by the authorities from the Directorate of Economics & Statistics as and when required. The successful tenderer shall also facilitate the inspection of every stage of computerization of data entries and their validation by the authorities of Directorate.
6. The Directorate of Economics & Statistics, Bihar, Patna reserves the right to reject the work, if it finds errors in data entry work beyond reasonable levels.
7. The firm shall arrange for bringing the filled-in-schedules from the District Statistical office for data entry and then send back to the District Statistical office after data entry, at their own cost.
8. Proper day to day back up of the records entered should be maintained by the selected firm to avoid loss of data in case of software/hardware problems. The firm should maintain a back up records with them for at least 6 months after the data entry work has been completed.


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9. The successful tenderer will be required to bring the sample of data entry within 15 days from the date of the placement of the work order. The Tenderer must be able to supply the C.D within 1 month or as specified by the concerned authority.

10. OTHER SPECIFICATIONS

- a) Data entries should be done at the district office.
 - b) Validation of the data will be done by the Tenderer under the guidance of NIC
 - c). Schedules for Data Entry would be made available at 38 District Statistical Offices of Bihar. And the same should be returned back to the District Statistical Office after completion of entry and validation of data at the district level.
11. Computerization of Schedules and their validated data should be in CD in duplicate.

12. SECURITY DEPOSIT

Before issuance of work order, the successful Tenderer shall furnish performance security, in the form of a Bank Guarantee, equivalent to 10% of total computerization charge pledged/issued in favour of the Deputy Director (D.D.O), Directorate of Economics & Statistics, Bihar, Patna.

The said security shall stand forfeited in the event:-

- (i) The Supplies in part or in full are affected in accordance with the delivery schedule.
- (ii) Of rejection of data entry works on account of unreasonable level of errors.
- (iii) Of any act of breach of contract.

13. In case the Tenderer whose tender is accepted, fails to submit the performance security and execute the agreement as required by the Directorate of Economics & Statistics, Bihar, Patna within 5 days of the communication of acceptance of the tender, his/her tender will be liable to be rejected and the security money forfeited.

14. The performance Security shall be refunded/released within six month of the receipt of entry/validated data to the satisfaction of the District Statistical Office.

15. LAW GOVERNING THE CONTRACT:

- (i) The law of India shall govern this contract.
- (ii) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at Patna.
- (iii) Jurisdiction of Court: The court of Patna alone shall have jurisdiction to decide any dispute arising out of or in respect of this contract.

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

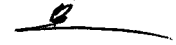

- (iv) All the disputes, differences and questions arising in respect of the tender (Except those where otherwise herein provided for) shall be referred to the principal Secretary/Secretary, Department of planning and Development, Bihar, Patna. The decision of the Principal Secretary/Secretary shall be final and binding on the parties. Upon every and any such reference, the assessment of the cost of the incidental to the reference and reward respectively shall be at the discretion of the Principal Secretary/Secretary, Department of Planning & Development, Bihar, Patna.

16. SIGNING OF THE TENDER-

- a) The Tender is liable to be rejected if complete information is not given therein or if the particulars and data (if any) asked for in the tender are not fully filled in. Specific attention must be paid to submission of validated data in C.D on date and also to the general conditions of the contract and Tender.
- b) An individual signing the Tender or any other document connected with a contract must specify whether he signs as:-
- (i) A "Sole proprietor" of the firm or constituted attorney of such "sole proprietor"
 - (ii) A partner of the firm, if it be a partnership, in which case he must have the authority to refer to arbitration dispute concerning the business of the partnership either by virtue of the agreement or of a power of Attorney.
 - (iii) A constituted attorney of the "Firm" If it is a company.
 - (iv) In case of (ii) or (iii) above, copy of the partnership agreement or general power of Attorney as the case may be, attested by the Notary public, should be furnished to the Directorate of Economics & Statistics, Bihar, Patna or an affidavit on Stamp paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.
 - (v) In case of partnership firm, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, every partner of the firm must sign the tender and all other related documents.
 - (vi) A person signing the Tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he/she has authority to bind such other if on enquiry, it appears that the person so signing had no authority to do so, the Directorate may, without prejudice to other civil or criminal remedies cancel the contract and hold the signatory liable for all cost and damages.

17. OPENING OF TENDER

Tenderers are requested to be present at or authorize a representative to be present at the opening of the Tender. The name and address of the representative who would be attending the opening of the tender on his behalf should be indicated in the Tender. It is also made clear that opening of tender shall not be delayed or postponed due to absence of any or all tenderer.

    
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18. PRICE:

- (a) The Price once accepted by the Directorate of Economics & Statistics, Bihar, Patna shall remain valid till the successful execution of the order and till the Submission of Entry of Data and Table/validated data in C.D. The Directorate of Economics & Statistics shall not entertain any increase in the price during the period of execution.
- (b) The Price quoted must be net and must include all charges except VAT for Submission of Entry of Data and Table/validated data in C.D at the office of the Directorate of Economics & Statistics, Bihar, Patna as indicated by the Directorate. VAT will be paid by Directorate.
- (c) Price should be inclusive of the Taxes except VAT applicable as on date as per Government Rules/Laws.

19. COMMUNICATION OF ACCEPTANCE:

- (i) Acceptance of the Tender by the Directorate will be communicated by Fax Letter of acceptance will also be sent by registered speed post.
- (ii) The Directorate may accept one or more tenders.

20. CONTRACT AGREEMENT:

The firm will have to execute a contract agreement with the Directorate in the prescribed Proforma prior to placement of work order by the Directorate.

21. FAILURES AND TERMINATION:

If the firm fails to complete the computerization of 5th M.I. Schedules within the period fixed for such submission of validated data in C.D. in the Tender. The Directorate may, without prejudice to the other rights of the Directorate, recover damages for breach of contract as under.

- (i) Place work order for the computerization of 5th M.I. schedules elsewhere without notice to the firm, on the account and at the risk of the Firm/Agency to computerize the 5th M.I. schedules delivered, without canceling the contract, in respect of the remaining work not yet done for submission of validated data in C.D.
- (ii) Cancel the contract or a portion there of and if so desired, get the computerization of 5th M.I. Schedules and supply of the document not so delivered for other of a similar description at the risk and cost of the Firm.
- (iii) Where action is taken under sub-clause (i) or sub-clause (ii) above, the Firm shall be liable to pay for any loss which the Directorate suffers in case of failure to deliver the Reports within period fixed for such delivery within two months from the date of the cancellation of the contract.
- (iv) The Firm shall not be entitled to any gain on such order for the computerization of 5th M.I. Schedules and submission of validated Data from alternative sources.
- (v) In case the Firm fails to supply the required validated data in the specified period, the Security Deposit will be forfeited.

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Director

22. Tenderer will have to pay to the Directorate of Economics & Statistics by way of liquidating damages and not as penalty, an amount equivalent to 5% of the contracted Bid of the computerization so delayed for each week or part there of such delay in submission of validated data subject to a maximum of 10%.

23. **Force Majeure Condition:**

Delivery of the material is subject to force Majeure Condition as under.

If at any time during the continuance of the contract the performance in whole or part by either party of any obligation under the contract be prevented or delayed by the reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of god (hereinafter referred as "event") then provided notice of the happening of such event if given by either party to the other within twenty one day of the occurrence there of neither party shall by reason of such event be entitled this contract nor shall either party have any claims of damages against the other in respect of such non-performance of delay in performance and deliveries under the contract shall resume as soon as practicable after such event has come to an end or ceased to exist and decision of the Directorate, as to whether deliveries have been so resumed or not, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for period exceeding 60 day either party may at its option terminate the agreement.

24. **INSPECTION AND REJECTION:**

(A) Consequence of Rejection:- If in the event of computerized data/CDs schedules are rejected by the Directorate or if the firm fails to make satisfactory Data Entries within the stipulated period of submission of validated data. the Directorate will be at liberty to:

Allow the firm to resubmit the Computerized Data/C.D in replacement of those rejected within a specified time, the firm bearing the cost of such replacement without being entitled to any extra payment on that account.

(B) The decision of the Directorate as regards the rejection shall be final and binding upon the firm.

25. **TERMS OF PAYMENT**


(i) 50% of payment will be made on data entry of all the schedules of all the district. Tenderer has to produce the completion certificate from the District Statistical Officers.

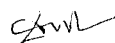
(ii) 30% of payment will be made after validation of data on the basis of certificate issued by NIC and a certificate from the concerned DSO of return of all schedules.

(iii) 20% of payment will be made after the acceptance of validated data by the Ministry of Water Resources, Govt. of India.

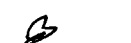
(iv) No payment shall be made for partial data entry only in a few districts.

(v) All aforesaid payment shall be made by the Directorate of Economics and Statistics, Bihar, Patna


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26. TENURE OF THE TENDER:-


The period of the validity of contract shall be One year from the date of signing of Agreement.


27. IT MAY BE NOTED THAT THE DIRECTORATE RESERVES THE RIGHT OF ACCEPTING ANY TENDER AMONGST THE TENDERERS WHO HAVE QUALIFIED THE TECHNICAL EVALUATION, AND FOR THAT MATTER NEGOTIATE WITH ANY TENDERER WHICH IN THE OPINION OF THE DIRECTORATE HAS THE DESIRED CREDENTIALS.


28. NON-PERFORMANCE OF THE TENDER/CONTRACT CONDITION WILL DISQUALIFY A FIRM TO PARTICIPATE IN THE TENDER FOR THE NEXT FIVE YEARS.

Venue: Directorate of Economics & Statistics
Bihar, Patna.
Officers Flat, M-3,
New Punichak, Patna-23


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Sr. J.D


Director

**Department of Planning & development
Government of Bihar**

The Tenderer may use firm's/companies' (letter head).


PRICE BID	
ITEM TO BE SUPPLIED	RATE IN INR QUOTED PER SCHEDULE (TO BE MENTIONED BOTH IN FIGURES AND WORDS)
Computerization of 5 th MI Census Schedules and Validation For	
(i)Ground Water Schedules	Rs..... per Schedule (Rupees..... Per Schedule)
(ii)Surface Water	Rs..... per Schedule (Rupees..... Per Schedule)
(iii)Village Schedules	Rs..... per Schedule (Rupees..... Per Schedule)

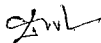
1. The terms and conditions which form part of this Tender are acceptable to me/us.


Date :-


Place :-

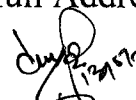
Signature of the Tenderer
along with Seal and full Address


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Sr. S.O


Director

(The Tenderer may use firm's/Company's Letter head)
PARTICULARS OF THE TENDERER


1. Name and Address of the Tenderer:-
Registered Office:-
Firm/Agencies:-
2. Nature of Constitution of Tenderer:-
(Whether individual, partnership firm or company
Registered under the Companies Act)
Enclose Certificate.
3. Name of the Chief Executive Office:-
And his Phone/Fax Nos./Email
4. Name and Address of proprietor/partners/Directors:-
5. Date/Month/Year of installation of the Computer Agency:-
(Enclose Certificate proof)
6. Details of experience & infrastructure of Computerization work:-
 - (i) Computers infrastructure (No. of Computers)
 - (a) No of Data Entry Operator
 - (b) No of Programmers.
 - (ii) Experience of large Scale/voluminous Data Entry & Validation work
 - (iii) Alternative arrangement of power(Generator etc.)
7. Give details of your major clients:-
(attach self attested copies of their work order and certificate of satisfactory performance)
8. VAT/Service Tax Registration No.:-
9. PAN Detail:-
10. Details of Earnest Money (Draft No.):-


Draft No.	Name of Bank	Amount of DD	Date

11. Name and Signature of the person authorized to
Attend the opening of the Tender.
12. List of Enclosures:-

SIGNATURE OF TENDERER
WITH SEAL

J.S.A A.S.O D.D


J.S.D



Director

Government of Bihar
Department of Planning & Development
(Directorate of Economics & Statistics, Bihar)


General Terms & Conditions

1. Tenderers are requested to carefully study the entire Tender document and the tender conditions before quoting their rates. No alterations in the tender will be allowed after the opening of the tender.
2. Every tender must be strictly in accordance with terms and conditions and specification as laid out in this tender.
3. All entries in the tender must be written with permanent inks or typewritten and there should be no cutting or overwriting. Correction, if any, should be attested under the full signature of the tenderer.
4. All rates given in the tender must be expressed both in words and figures and where there is a difference between the two, the rates given in words will be taken as correct.
5. Conditional tenders will not be considered.
6. No interest will be paid on the Earnest Money Deposit or security Deposit.
(The Tenderer may use Firm's/Company's Letter head)
7. Rates shall be valid for a period of one year From the Date of signing of agreement of Tender. However depending upon the need/urgency, the Directorate of Economics & Statistics will have the right to extend this period as per requirement.


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Sr. J.D


Director