



**Government of India**  
**Ministry of Communications**  
**Department of Telecommunications**  
**O/o the Controller of Communication Accounts**  
**Bihar Circle, CCA Building**  
**Patna**

No.: CCABR/01-Tender DEO/06/2016/1211

Dated: -02- 02-2017

**NOTICE INVITING TENDER**

On behalf of the President of India, online bids are invited from reputed, experienced and financially sound Companies/Firms/Agencies for providing services of "Data Entry Operators" in the O/o CCA , Bihar Circle, Patna, for a period of one year from the date of contract. It can be extended to one more year with the approval of competent authority. **Manual Bids will not be accepted.**

2. The estimated cost for one year will be about Rs. 6,00,000/-(Rupees Six lakhs only) approximately. This is only estimation. The actual amount shall depend upon actual deployment. The amount of EMD and security deposit will be Rs.18,000 (Rupees Eighteen thousand only) and 10% of Tender Value to be given in the form of Bank draft/ from any nationalised Bank.

3. **Cost of Tender Document : Rs.575.00 (non-refundable)**

4. Tender document can be downloaded from CPP portal <https://eprocure.gov.in/eprocure/app> as well as CCA, web site [www.ccabihar.gov.in](http://www.ccabihar.gov.in) (for reference only) as per schedule given hereunder:-

Published Date	06/02/2017 (16.00 PM)
Bid Document Download/Sale Start Date	06/02/2017 (16.00 PM)
Clarification Start Date	06/02/2017 (16.00 PM)
Clarification End Date	10/02/2017 (16.00 PM)
Bid Submission Start Date	06/02/2017 (16.00 PM)
Bid Document Download/Sale End Date	28/02/2017 (16.00 PM)
Bid Submission End Date	28/02/2017 (16.00 PM)
Bid Opening Date	01/03/2017 (16.00 AM)


5. Bids shall be submitted online only at CPP website: <https://eprocure.gov.in/eprocure/app>.

Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions for online bid submission' through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

6. The tenders complete in all respect must be duly uploaded on or before bid submission date/time indicated in Para-4. The tenders received after the scheduled date and time will be rejected outright.

7. Intending eligible bidders are required to upload signed & scanned copy of a demand draft for the cost of tender on any nationalised bank, payable at Patna in favour of **AO(Cash), O/o CCA, Bihar Circle, Patna**. The hard copy of the same has to be delivered to ACCA(Admn) O/o the CCA, Bihar Circle, CCA Building, Sanchar Parisar, Patna-800001 on or before bid submission end date/time as mentioned in para-4. D.D submitted for cost of tender is not refundable.

  
(Arun Kumar)  
ACCA(Admn)  
O/o CCA, Bihar Circle  
Phone No. 0612-2213102

Copy to: System Administrator to upload the complete Tender document on the website of DoT HQ, New Delhi (web admin-dot @ nic.in) and also Upload the tender document on the web-site [eprocure.gov.in/eprocure](https://eprocure.gov.in/eprocure) and on the web-site of this office i.e. CCA Office.



## GENERAL TERMS & CONDITIONS

- 1 Parties: - The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and the Government of India through the Department of Telecom for and on behalf of the President of India.
2. Addresses:- For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement to the office of CCA, Patna. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
  - 2.1 Earnest Money Signed and scanned copy of demand draft on any nationalised bank at Patna in favour of **AO(Cash) O/o CCA, Bihar Circle, Patna** in r/o EMD for Rs. 18000/- must be uploaded on or before Bid submission end date/time. The hard copy of the same has to be delivered to ACCA(Admn) O/o the CCA, Bihar Circle, CCA Building, Sanchar Parisar, Patna-800001 on or before bid submission end date/time. The validity of the demand draft need to be up to 6 (six) months starting from last date of submission of Tender.
  - 2.2. No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by O/o CCA in respect of any previous work will be entertained.
  - 2.3. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid demand draft will be forfeited to the Government.
  - 2.4. The tenders without Earnest Money will be summarily rejected.
  - 2.5. The EMD will be forfeited if:-
    - (a) The bid documents namely Technical Bid and Commercial Bid are not uploaded separately.
    - (b) The contractor does not provide the data entry operators within stipulated period after awarding of tender.
  - 2.6 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
3. Signing of Tender:  
Individual signing the tender or other documents connected with contract must specify whether he signs as:-
  - (a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
  - (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
  - (c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.



**Note:**

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Department of Telecom may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The tenderer is also required to submit **Tender acceptance letter** as per attachment.

**4. Technical Bid:**

4.1 The following documents are to be furnished by the Contractor along with Technical Bid as per the tender document:

- (i) Signed and Scanned copy of registration of firm/company.
- (ii) Signed and Scanned copy of PAN Number.
- (iii) Signed and Scanned copy of service tax registration issued in favour of the firm.
- (iv) Signed and Scanned copy of I.T return for last two financial years 2014-15 & 2015-16.
- (v) Signed and Scanned copy of experience certificate of last two years with at least 25% of Tender Value.
- (vi) Signed and scanned copy of duly filled Tender acceptance letter (Annexure-D).
- (vii) Signed and Scanned copy of Registration with EPFO, ESIC.
- (viii) Signed and scanned copy of duly filled Technical information & undertaking(Annexure-A).

**5. Commercial Bid:**

5.1 The following documents are to be furnished by the Contractor along with Commercial Bid as per the tender document:-

- (i) **Duly filled BOQ (Bill of Quantity)**

Note:- Schedule of Price bid in the form of BOQXXXXX.xls:- The Financial Proposal/Commercial bid format is provided as BoQ XXXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ XXXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

- (ii) Signed and Scanned copy of **Price Bid undertaking** (Annexure-C).

5.2 The Commercial Bids of those tenderers who are found technically fit, will be opened on a specified date and time to be intimated to the respective tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Commercial Bids.

5.3 Rates quoted in duly filled BOQ should be inclusive of all taxes & levies except service tax.

5.4 The charge quoted in figure & word shall be firm and final for the entire period of contract.



5.5 Terms of payment as stated in the Tender Documents shall be final.

5.6 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

6. Validity of the Bids:

The bids shall be valid for a period of 120 days from the date of opening of the tenders.

7. Criterion for Evaluation of Tender:

The evaluation of the tenders will be made first on the basis of technical information furnished and then on the basis of commercial information submitted in BOQ (Bill of Quantity). The Commercial bid (BOQ) of such firms found valid based on technical parameters will be opened on the date, time and venue to be announced after opening of the Technical Bid.

8. Right of Acceptance:

8.1 The Controller of Communication Accounts (CCA) Bihar reserves all rights to reject any tender including of those tenderes who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of CCA Bihar, in this regard shall be final and binding. CCA Bihar reserves the right to award the Tender to one or more than one vendors. CCA Bihar also reserves the right to amend, modify, add or delete any terms and condition of the tender in the interest of the Deptt. without assigning any reason. In case of award of Tender to more than one contractor, Security Deposit will be asked on pro-rata (lump sum) basis.

8.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

9. Communication of Acceptance:

Successful Tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for security deposit will be communicated.

10. Security Deposit:

10.1 The successful tenderer will have to furnish **demand draft** (of 10% of contract amount) on any nationalised bank at Patna in favour of **AO (Cash), O/o CCA, Bihar Circle, Patna** towards Security Deposit within 7 days from the date of acceptance of the tender.

10.2 The demand draft can be forfeited by order of the CCA, Bihar Circle, Patna in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said demand draft as may be considered by the Department of Telecommunications sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.

11. Penalty:

(a) In case of breach of any conditions of the contract and for all type of losses caused in the event of Contractor failing to execute the Contract,, Office of CCA Bihar shall make deductions at appropriate rate from the security deposit first & then from other dues to the contractor. Security deposit to be recouped by the contractor within 7 days from the date of intimation from the office.

(b) The powers of the CCA, Bihar Circle, Patna 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.



12. Disclaimer

The near relatives of employees of O/o CCA, Bihar Circle, Patna are prohibited from participation in this tender Certificate to be furnished.

13. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the CCA will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department.

14. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party.

15. The tender is not transferable. **Only one tender shall be uploaded by one tenderer.**

16. Terms of payment:

16.1 No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.

16.2 The contractor shall submit the complete bill in all respect at each stage preferably in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment. The payment particulars of EPF,ESI (for each deployed person) etc of the previous months is to be submitted along with the current month bill mandatorily

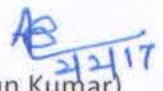
16.3 All payments shall be made by e-payment only.

16.4 The Office of CCA Bihar shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

16.5 The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

17. Arbitration:

In case of any dispute related to this contract CCA may either himself or may appoint any Gazetted Officer as an Arbitrator whose decision shall be final and binding on both the parties. Any dispute or difference whatsoever arising between the parties out of or relating to the contract, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration, Indian Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.

  
(Arun Kumar)  
ACCA(Admn)  
O/o CCA, Bihar Circle  
Patna- 800001



### Terms and Conditions specific to the Contract

1. The outsourcing Company / Firm / Agency should be registered with the appropriate registration authority and have established office at Patna
2. The contractor shall be responsible for the proper and careful working of the Operator (S) engaged by him as per following schedule of work. Further, any loss due to non performance by the operator(s), shall be made good by the operator, besides removing such operator from engagement.
  - i. Computer data entry, editing of existing database, scanning the documents, preparing of reports and other general documents.
  - ii. Typing the text letters and other documents.
  - iii. Handling general data and editing routine information.
  - iv. Proof reading new entries into a database etc.
  - v. Keeping the data records updated
  - vi. Taking backup of data at regular intervals and storage of data etc.
  - vii. Report generation & office record maintenance.
  - Viii File maintenance and file movement.
  - Ix DEOs should also have sound practical knowledge of-MS Office, Excel, Powerpoint.
3. If the duty is not performed by any or all the Data Entry Operator on any day/days in a month deduction shall be made proportionately (per day basis) from the bills of the contractor without prior intimation. If the replacement could not be provided by the contractor after one week of absence then Rs. 1000/- (Rupees One Thousand only) shall be deducted additionally.
4. The accountability and responsibility for maintaining the work and its secrecy will be with the contractor.
5. The Manpower engaged by the contractor for providing services of Data Entry Operators is purely responsibility of the contractor and they will not have any claim/liability on the CCA .The contractor will intimate to the local police station regarding identity and permanent address of the persons employed & get the police verification done.
6. The contractor will be responsible for compliance of all statutory provisions relating to minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law / Acts. The contract will remain valid for period specified in the letter communicating the acceptance, unless terminated earlier by the CCA, Bihar Circle, Patna.
7. Service shall be from 09. 30 to 1800 hrs on Monday to Friday, with a lunch break. Services may be needed on weekends or Gazetted holidays also, if required.
8. 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 this office and utmost secrecy and confidentiality must be maintained.
9. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of Data Entry Operators employed and deployed in this office. **The Manpower deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o CCA, Bihar Circle, Patna.** The contractor shall be solely responsible for the re-dressal 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 Manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
10. The Manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.



## 11. INSURANCE

Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance including third party risk brought to the site and for all the work during the execution. The Contractor shall also take out workmen's compensation insurance as required by law and undertaken to indemnify and keep indemnified the CCA from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Department may suffer or incur with respect to and/or incidental to the same.

## 12. INDEMNITIES

The Contractor shall at all times hold the CCA harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the CCA, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost and all costs incurred in endorsing this or any other indemnity or security which the CCA may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse the CCA or pay to the CCA forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the CCA arising out of or incidental to or in connection with the operation covered by the contract. The Contractor shall at his own cost at the CCA's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the CCA.

13. Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, **Competent Authority** shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with CCA. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to Competent Authority on demand the balance remaining due?

## 14. INSOLVENCY OR DEATH OF CONTRACTOR

In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified CCA, Bihar Circle, Patna shall have the power to terminate the contract without previous notice.

15. Contractor's heirs/representatives shall, without the consent in writing of the CCA, Bihar Circle, Patna have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the CCA, Bihar Circle, Patna in writing.

16. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, CCA, Bihar Circle, Patna shall have the option of terminating the contract without compensation to the Contractor which does not amount to Breach of the contract



## **17. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION**

### **(Obtaining license before commencement of work)**

The contractor shall obtain a valid labour license as per requirement under the contract labour (R & A) Act and the contract labour (Regulation and Abolition) Central Rules before commencement of the work. The contractor shall also abide by the provisions of the Child labour (prohibition and regulation) Act. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of work.

## **18. CONTRACTORS LABOUR REGULATIONS:**

Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day. Each Manpower shall be given a weekly holiday normally on Sunday, in accordance with the provision of minimum wages (Central) rules 1960, as amended from time to time.

19. Where a contractor is permitted by the officer to allow Manpower to work on a normal week holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday.

## **20. FORCE MAJEURE: -**

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or 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) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the DoT as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

21. If at any time after the commencement of the work the Competent Authority shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Competent Authority shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

22. Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.

23. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for CCA to forfeit either whole or any part of performance security furnished by the bidder. The bidder will be black listed in case the bid security/ security deposit is forfeited and will be debarred from participating in the bids of CCA for 5 years from the date of forfeiture of bid security/ security deposit or date of black listing whichever is later.

24. If the data feed by the DEO's is found fault, in future. It will be refeed by the supplier free of cost.

25. The contracting company/firm shall not be allowed to transfer, assign pledge or subcontract its rights and liabilities under this contract to any other agency.

26. The tenderer will be bound to furnish details to this Department, while submitting the tender. 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.

27. The contracting company/firm/agency shall furnish the following documents in respect of the individual data entry worker who will be deployed to this Department before the commencement of work



- (i) List of workers short listed by agency for deployment for doing the job
- (ii) Full details(Bio-data) of the person.
- (iii) The tendering company shall provide identity cards to the personnel deployed mentioning the photograph of the personnel and personal information as to name, DOB age and identification mark, etc.

28. In case, the person employed by the successful company/ firm commits any act of omission / commission that amounts to misconduct/indiscipline/incompetence and security risks, the successful company / firm will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 3 days of being brought to its notice.

29. The company / firm shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

33. The O/o CCA or any of its employee shall not be responsible in any manner, in the eventuality of death, injury, loss or damage being suffered by or caused to any of the personnel/employees deployed by the contractor to discharge its obligations under the contract.

### 31. **SET OFF**

Any sum of money due and payable to the contractor (including Security Deposit refundable to him) under this contract may be appropriated by the Department of the Govt. or any other person or person contracting through the Govt. of India and set off the same against any claim of the Department or Govt. or such person for payment of a sum of money arising out of this contract with the Department or Govt. or such other person contracting through the Govt. of India.

### 32. **WORKMEN'S COMPENSATION**

The service providing agency 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 service providing agency in the course of their performing the duties, or for payment towards any compensation. The compensation if any for violating of any clause/rules/orders of the government will be borne by the contractor and he/she will be wholly responsible for that. CCA office has no role to play in any way in this regard.

### 33. **Labour Regulations**

The contractor shall comply with all Labour Laws and Regulations in force. The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1947, Apprentices Act, 1961 or the modifications thereof or any other laws relating there to and the rules made there under from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits /risks in relation to employees to be engaged by him. The contractor shall also maintain all the statutory register required under the labour laws. The contractor shall also produce these records on demand by O/o CCA authority. If he fails to do so, his failure will be a breach of the contract and O/o CCA may at its discretion cancel the contract without prejudice to any other action under the law and contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the acts.



Tender No. CCA BR/01-Tender DEO/06/2016/  
DEPARTMENT OF TELECOMMUNICATIONS  
O/o Controller of Communication Accounts  
Bihar Circle, CCA Building, Sanchar Parisar, Budh Marg, Patna.

**TENDER FORM-I TECHNICAL INFORMATION AND UNDERTAKING**

Sub: Notice Inviting Tender for providing services of Data Entry Operator-regarding.

1.	Name of Tendering Company/ Firm / Agency(Attach certificate of registration)	_____
2.	Name of proprietor / Director of Company/Firm/agency	_____
3.	Full Address of Reg. Office Telephone No. FAX No. : E-Mail Address :	_____ _____ _____ _____
4.	Full address of Operating/Branch Office Telephone No. : FAX No. : E-Mail Address :	_____ _____ _____ _____
5.	PAN / GIR No (Attach attested copy)	_____
6.	Service Tax Registration No. (Attach attested copy)	_____
7.	E.P.F. Registration No. (Attach attested copy)	_____
8.	E.S.I. Registration No (Attach attested copy)	_____

Give details of the major similar contracts during the last two years with Public Sector Companies / Banks and Government Departments in the following format.

Sl.No	Details of client along with address, telephone and FAX numbers	Amount Contract (Rs. lacs)	Duration of Contract	
			From	To
1				
2				
3				

9 Any other information important in the opinion of the tenderer

Signature of authorized person

Date :  
Name :  
Place :  
Seal :

Signature and Stamp of the Bidder



**FINANCIAL BID**

**For the tender for providing services of Data Entry Operators to the O/o CCA, Bihar Circle, Patna.**

1. The component of rates per employee shall comprise of statutory payments and liabilities as applicable on date and revised from time to time as under:

S.No.	Component of Rate	Rate in figure	Rate in words
1.	Daily Rate for (1 skilled category) (As per MWA1948 applicable in central sphere).		Not to be quoted
2.	Employees Provident Fund (% as applicable)		Not to be quoted
3.	Employees State Insurance contribution (% as applicable)		Not to be quoted
4.	Service Tax Liability (% as applicable)		Not to be quoted

2. Administrative/Service charges – The tenderers shall be required to quote only administrative/ Service charges per Data Entry Operator which shall be the deciding parameter for award of the contract.

Component of rates	Rate in Figure Rs	Rate in words Rs
Admn/Service Charges per Data Entry Operator • per month		

Note:

- The tenderer shall be liable to make payment to the Data Entry Operators as per the statutory liabilities and claim the same from the Department. The incident of above statutory payment shall be worked out by the Department and the tenderer need not quote against the same.
- All statutory liabilities will rest with the tenderers.
- The statutory payments to the Data Entry Operators are fixed rates and no variation shall be acceptable under any circumstances.

Date\_\_\_\_\_.

Signature & Seal of the Tenderer

Place\_\_\_\_\_.

Name\_\_\_\_\_.



**PRICE BID UNDERTAKING**

From: (Full name and address of the bidder) -----  
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To,

Dear Sir/Madam,

I submit the Price Bid for \_\_\_\_\_ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

Yours Faithfully,



**TENDER ACCEPTANCE LETTER**  
(To be given on Company letter Head)

Date:

To,

-----  
-----  
-----

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender / Work:- -----  
-----  
-----  
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Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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as per your advertisement, Given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby by the terms/conditions /clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organisation too have also been taken into consideration, while submit in this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.

5. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.



6. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



## Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instruction given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### REGISTRATION

- (1) Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder enrollment**" on the CPP Portal which is free of charge.
- (2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode/ eMudhra etc.), with their profile.
- (5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

### SEARCHING FOR TENDER DOCUMENTS

- (1) There are various search options build in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.



## **PREPARATION OF BIDS**

- (1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/SLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- (1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time bidder will be responsible for any delay due to other issues.
- (2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (3) Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- (4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.



(6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. 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.

(7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no and the date & time of submission of the bid with all other relevant details.

(9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

(1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk.



## AGREEMENT

The agreement made on this..... day of (month) ..... (year)..... between M/S .....

..... herein after called "The Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the CCA, Bihar Circle, CCA Building, 2<sup>nd</sup> Floor, Budh Marg, Patna herein after referred to as the CCA of the other part.

Whereas the contractor has offered to enter into contract with the said CCA for providing Data Entry Operators in the O/o CCA, Bihar Circle, Patna on the terms and conditions herein contained and the rates approved by the CCA, Bihar Circle, Patna have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

Now these presents witness, it is hereby agreed and declared by and between the parties to these presents as follows.

The contractor shall, during the period of this contract that is to say from (Date) ..... to (Date)..... or unless otherwise curtailed / terminated before the contract period owing to deficiency in service or substandard quality of service provided, safely carryout, by means of manpower employed at his own expenses, all other associated works as described in Bid documents, when the CCA, Bihar Circle, Patna or any other person authorized by the CCA, Bihar Circle, Patna in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service. Further the contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the DoT having bearing on execution of work and payments of work to be done under the contract.

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 2:  
Signature:  
Name:

Witness 1:  
Signature:  
Name:

Witness 2:  
Signature:  
Name:

Signature and Stamp of the Bidder