

भारत सरकार  
संचार एवं सूचना प्रौद्योगिकी मंत्रालय  
दूरसंचार विभाग  
कार्यालय प्रधान नियंत्रक संचार लेखा  
डी ओ टी बिल्डिंग प्रसाद नगर  
नई दिल्ली - 110005



Government of India  
Ministry of Communication & IT  
Department of Telecommunication  
Office of the Pr.CCA,  
Delhi Region  
DoT Building, Prasad Nagar,  
New Delhi-110005

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T.I. No. 1-3/CCA-Admn/ Outsourcing-DEO/2015

Dated 12.03.2015

### TENDER NOTICE

1. Sealed Tenders on behalf of the President of India, are invited under Two Bid system i.e. Technical Bid and Financial Bid from reputed, experienced and Financially sound Manpower Companies/ Firms/ Agencies for providing Data Entry operators in Office of Pr. Controller of Communication Accounts, DoT Bldg., Prasad Nagar, New Delhi-5, Department of Telecommunications, Ministry of Communication & IT, for a period of one year from the date of contract.

2. Desirous companies/Firms/ Agencies may obtain tender document w.e.f 12.03.2015 on request in writing from Sr.AO (Admn), O/O Pr. Controller of Communication Accounts, Prasad Nagar, New Delhi (Phone No. 25751531) ( On all working days between 1000 hrs. to 1700 hrs.) upto 06.04.2015 free of cost or Tender document, terms and conditions regarding above may be directly downloaded from the website of Department of Telecommunications at <http://www.dot.gov.in> under the link "Tenders" or <http://www.prccadelhi.gov.in> under the section 'Tenders'

### 3. Schedule

Date and time of issue of Bid Document : 12.03.2015 to 06.04.2015  
(1000 hrs to 1700 hrs)

Last date and time for receipt of tender : 07.04.2015 till 1500 hrs.

Date and time for opening Technical Bid : 07.04.2015 at 1530 hrs..

Date and time for opening of Financial Bids  
for technically qualified bidder : **To be notified later**

Place of opening the Tender : In the chamber of Dy. CCA (Admn )  
O/O Pr. CCA, Delhi Region  
Prasad Nagar, N. Delhi-05

Validity of Tenders: 90 days from the date of opening of Tender.

4. The amount of the estimated tender value would be approximate Rs.4,95,600/- per annum.

5. The interested Companies/ Firms/ Agencies may put the tender document complete in all respect along with Earnest Money Deposit i.e. Rs. 12000/- (Rs. Twelve thousand only) and other requisite documents from 1000 hrs. on 12.03.2015 to 1500 hrs. on 07.04.2015 in the Tender Box kept in the chamber of Dy. CCA-(Admn) O/O Pr. CCA, Delhi Region, Prasad Nagar, New Delhi – 110005. **The Tenders shall not be entertained after this deadline under any circumstances whatsoever.** The participating firms may, if they so desire, attend the tender opening at the scheduled date and time by deputing a representative duly authorized by the firm.

6. The Pr. CCA reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of Pr. CCA, Delhi Region Department of Telecommunication, Prasad Nagar, New Delhi-05 in this regard shall be final and binding on all.



(Jagdeep Ahuja)  
Sr. AO (Admn)  
O/o Pr. CCA Delhi Region  
Prasad Nagar, New Delhi-05

## **SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS**

- 1. The Office of Pr. Controller of Communication Accounts, DoT Bldg., Prasad Nagar, New Delhi-05, Department of Telecommunications, Ministry of Communication & IT requires the services of reputed, well established and financially sound Manpower Companies/ Firms / Agencies to provide services for Data Entry work etc.**
- 2. The contract is likely to commence from 1<sup>st</sup> June 2015 and would continue for a period of one year. The period of the contract may be further extended for a period of one year after the completion of contract provided the requirement of the Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5, Department of Telecommunications for DEO persists at that time or may be curtailed/terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/ Agency. The Office of Pr. Controller of Communication Accounts, DoT Bldg., Prasad Nagar, New Delhi-05, Department of Telecommunications, however, reserves right to terminate this initial contract any time after giving one week notice to the selected service providing Company/Firm/Agency.**
- 3. The tentative requirement is for 03 persons which can be increased or decreased subject to requirement of office at any time during the period of contract. The manpower provided should be able to operate Computer, to read and write English & Hindi.**
- 4. The interested Companies/Firms/Agencies may put the tender document complete in all respects alongwith Earnest Money Deposit (EMD) of Rs. 12000.00 (Rupees Twelve thousand only) in favour of AO ( Cash), O/o Pr. CCA, Delhi Region, New Delhi and other requisite documents from 1000 hrs. on 12.03.2015 to 1500 hrs. on 07.04.2015 in the Tender Box kept in the chamber of Dy. CCA(Admn) O/O Pr. CCA, Delhi Region, Prasad Nagar, New Delhi – 110005.**
- 5. The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing “ Technical Bid for Providing Data Entry Operators to O/O Principle CCA, Delhi Region, Department of Telecommunication, and “Financial Bid for providing services of Data Entry Operators to O/O Principle CCA, Delhi Region , Department of Telecommunication,”. Both sealed envelopes should be kept in a third sealed envelope super scribing “Tender for providing Data**

Entry Operators to O/o Pr. CCA, Delhi Region, Deptt. Of Telecommunication, Prasad Nagar, New Delhi-110005.

6. The Earnest Money Deposit (EMD) of Rs. 12000-00(Rs. Twelve thousand only) is refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft/ Pay order/ Bank Guarantee from any of the Commercial Bank drawn in favour of Sr. AO (Cash), O/o Pr.CCA, Delhi Region valid for a period of 90 days. **Offer not accompanied by earnest money of the requisite amount or without proper validity will be summarily rejected.**

7. The successful Tenderer will have to deposit a Performance Security Deposit of Rs.50,000/- within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee in favour of Sr.AO (Cash) O/O Pr. CCA, Delhi Region, Department of Telecommunication, Prasad Nagar, New Dehi-05. The performance Security should be valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.

8.The tendering Companies/Firms/Agencies are required to enclose self-attested photocopies of the following documents along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further :-**

- a) Registration certificate with Labour Department
- b) Copy of PAN/GIR card.
- c) Copy of the IT Return filed for the last two financial years.
- d) Copies of EPF and ESI Certificates.
- e) Copy of the Service Tax registration Certificate.
- f) Work experience of similar work with Govt. Ministries/PSUs/Autonomous bodies during the past two years.
- g) Documents in support of minimum financial turnover of Rs. 10.00 Lakhs per annum during the last two financial years.
- h) Copy of Service Tax Assessment & Return filed by the firm for last two year.

9. **The conditional bids shall not be considered and will be out rightly rejected.**

10. All entries in the tender 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. No overwriting or cutting is permissible in

the Financial bid form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid, application must be initialed by the person authorized to sign the tender bids.

11. The envelope containing Technical Bid shall be opened first on the scheduled date and time (1530 hrs. on 07.04.2015) in the chamber of Dy. CCA-(Admn.), O/o Pr. CCA, Delhi Region, Prasad Nagar, New Delhi-05 in the presence of the representatives of the Companies/Firms/Agencies, if any, who wish to be present on the spot at that time. Technical Bids shall be evaluated by the Competent Authority. Financial Bids of technically qualified, eligible bidders meeting all the requisite criteria only, shall be opened on a date and place to be notified later in presence of short listed contractors or their authorized representatives. The representatives attending the Technical Bid opening and commercial bid opening should bring authority letter from the company they represents.

12. The Competent Authority of O/o Pr. CCA Delhi Region Department of Telecommunication, reserves the right to annul any or all bids without assigning any reason.

13. The bidder shall quote the technical & Financial Bids as per the format enclosed at Annexure I & II.

#### **TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY/ FIRM/AGENCY**

The tendering manpower Company /Firm/Agency should fulfill the following technical specifications for which necessary documentary proofs shall be enclosed with technical bid :-

- a) The Registered Office or one of the Branch Offices' of the manpower Company/Firm/Agency should be located either in Delhi/New Delhi or in any satellite Towns of Delhi ;
- b) The manpower Company/Firm/Agency should be registered with the appropriate registration authority;
- c) The manpower Company/Firm/Agency should have at least two years' experience in providing manpower to Public Sector companies/ Banks and Government Departments ;
- d) The Company/Firm/Agency should be registered with Income Tax Department and Service Tax Department;

- e) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- f) The manpower Company/Firm/Agency should have a minimum financial turnover of Rs. 10.00 Lakhs per annum during financial year 2012-13 and 2013-14.

**TECHNICAL REQUIREMENTS FOR THE MANPOWER TO BE  
SUPPLIED BY THE FIRM FOR DATA ENTRY OPERATORS IN THE  
DEPARTMENT OF TELECOMMUNICATIONS**

1. A candidate should be 12<sup>th</sup> passed and possess a speed of not less than 8000 key depression per hour. He / She should be able to read and write Hindi, English and also be able to operate computers, having the knowledge of MS Word and Microsoft Excel. The nature of services would be feeding the data and other duties as assigned to him/her. The manpower to be engaged should be between 18 to 40 years in age.
2. His/her antecedents should have been got verified by the agency from the local police authorities.

**TERMS AND CONDITIONS**

**GENERAL**

1. The contract is likely to commence from 1<sup>st</sup> June 2015 and shall continue for a period of one year, unless it is curtailed or terminated by this Office owing to deficiency of service, substandard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work. The rates shall remain constant and will not be subject to any variation during the currency of the contract.
2. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5.**
3. The contract may be extended, on the same terms and conditions or with some modification, for a further period not exceeding one year. The modification of the rates shall be subject to the variation in the incidence of the statutory levies and contributions and revision of daily minimum wages as obtaining at the time of extension.

4. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Office.

5. The Office at present has requirement of workload equivalent to 3 persons tentatively. The requirement may further increase or decrease during the period of initial contract also and the Tenderer will have to provide additional Attendants, if required on the same terms and conditions.

6. The Tenderer will be bound by the details furnished by him/her to this Office while submitting the tender 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.

7. **Financial bids of only those tenderers who are technically qualified shall be opened and evaluated.**

8. **Termination for insolvency :**

The **Office of Pr. Controller of Communication Accounts, DoT Bldg., Prasad Nagar, New Delhi-5**, may at any time terminate the contract by giving written notice to the Contractor, without compensation to contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5**,

Optional termination by **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5**, Deptt. of Telecommunication (other than due default of the contractor): The **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5**, may, at any time, at its option cancel and terminate this contract by written notice to the contractor, short close the tender without any compensation to the contractor. Contractor shall be paid for the work, which has been actually completed upto the date of such action by **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5**.

8.2.1 The **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5**, may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such item without any compensation what so ever to the contractor.

8.2.2 The action of the Pr. CCA as per the above sub-clauses shall not be construed as Breach of Contract.

### **8.3 Issuance of Notice**

8.3.1 The Sr. AO(Admn) of this Office shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Sr. AO(Admn) shall submit a draft notice along with a detailed report to the Competent Authority, which had accepted the contractor.

8.3.2 Any notice order or other communication sought to be served on the Contractor with reference to the contract shall without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post to the office of Contractor at site or to the Contractor's head-office, while any notice or order of communications by the contractor to be served on Sr.AO(Admn.)/Pr. CCA with reference to the contracts shall be valid if same is served/ delivered by hand or through registered post to the office of Pr. CCA, Delhi Region at his head quarters.

9. The contracting agency shall ensure that the manpower deployed in the **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5**, conforms to the technical specifications of age and language skills prescribed in the Tender documents.

10. The manpower employed by the agency shall be required to work normally as per this office working hours i.e. Monday to Friday 0930 to 1800 hrs with a lunch break of 30 minutes from 1330 hrs. to 1400 hrs. The manpower may also be called upon to perform duties on Saturdays and Sundays and other Gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays. The attendant, if deputed for any official work outside the office within National capital Region, shall not be entitled for any other emoluments except only the actual bus fare for the purpose.

11. The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual attendants who will be deployed by it in this Office before the commencement of the work:

a. List of Attendants short listed by agency for deployment in **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New**



**Delhi-5**, containing full details i.e. date of birth, marital status, address, photographs, identification mark etc ;

b. Bio data of the person

c. Certificate of verification of antecedents of persons by local police authorities.

12. In case, the person employed by the successful Company/ Firm/ Agency commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence and security risks, the successful company/ Firm/ Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this Office. The tendering Company/Firm/ Agency shall replace within two days any of its personnel who is found unacceptable in this Office.

13. The tendering company shall provide identity cards to the personnel deployed in the Office carrying the photograph of the personnel and personal information as to name, Date of Birth, age and identification mark etc.

14. The service provider 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 service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, tobacco chewing, smoking, loitering without work, chewing gum or any other material which may cause unnecessary spitting.

16. The person deployed shall be required to report for work at 0930 hrs. to Sr.AO /AAO(Admn) and would leave at 1800 hrs. In case, person deployed is absent on a particular day or comes late/ leaves early on three occasions, one day wage shall be deducted. In case of repetition of such instances, clause 18 will be applicable.

17. The agency shall depute a co-coordinator, out of the deployed personnel, who would be responsible for immediate interaction with **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5**, so that optimal services of the persons deployed by the agency could be availed without any disruption.

18. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. **The delay by the Agency in providing a substitute beyond two working days shall attract liquidated damages @ 400/- per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.**

19. It will be the responsibility of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by the Agency in this Office and this office will have no liabilities in this regard.

20. For all intents and purposes, the service providing agency shall be the “Employer” within the meaning of different labour Legislations in respect of Attendants so employed and deployed in **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5**. The persons deployed by the Agency in this office shall not have claims of any Master and servant relationship nor have any principal and agent relationship with **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5, or Department of Telecommunication.**

21. The service providing Company/ Firm/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.

22. 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 functions/duties, or for payment towards any compensation.

23. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, adhoc, regular/ confirmed employees of this Office during the currency or after expiry of the contract.

24. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in this Ministry/Office.

#### **LEGAL**

25. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of persons deployed by it in this Office.

26. Tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5**, to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

27. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of **Office of Pr. Controller of Communication Accounts, DoT Bldg., Prasad Nagar, New Delhi-5**, or any other authority under Law.

28. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.

29. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the **Office of Pr. Controller of Communication Accounts, DoT Bldg., Prasad Nagar, New Delhi-5**, is put to any loss/ obligation, monetary or otherwise, the **Office of Pr. Controller of Communication Accounts, DoT Bldg., Prasad Nagar, New Delhi-5**, will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

### **FINANCIAL**

30. The technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable ( without interest) of Rs.12000-00 (Rs. Twelve thousand only) either in the form of Demand Draft/ Pay Order/Bank Guarantee drawn in the favour of Sr.AO (Cash) O/O Pr. CCA, Delhi Region, New Delhi. **A bid not secured in as per the above format & prescribed amount shall be rejected by the O/o Pr. CCA, Delhi Region, Department of Telecommunication as non-responsive.** The validity of bid security shall extend upto a period of 30 days after the expiry of the period of bid validity prescribed by the Office.

31. The EMD in respect of the agencies which do not qualify the Technical Bid (First stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest. However, the EMD in respect of the successful tenderer may be adjusted towards the Performance Security Deposit. **Further if the agency fails to deploy manpower against the initial requirement within 15 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.**

32. Bids, offering rates, which are lower than the minimum wages (as applicable for Delhi) for the pertaining category, would be rejected.

33. The successful tenderer will have to deposit a Performance Security Deposit of Rs.50,000/- within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of CAO (Cash), O/o Pr. CCA Delhi Region, New Delhi. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.

34. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5**, besides annulment of the contract.

35. The agency shall raise the bill, in Duplicate along with the attendance sheet (duly verified by Sr. AO(Admn) O/O Pr. CCA, Delhi region in respect of the persons deployed and submit the same to the Sr. AO(Admn) in first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

36. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till such proof is furnished, at the discretion of this Office.

37. The lowest bidder will be decided on the basis of total financial implication after taking into consideration all taxes, levies etc. i.e. the amount arrived at after adding the cost at Sl. 1 to 6 of para 3 of Annexure-II. **Bids containing 'NIL' Admn/Service Charge will not be entertained and will be rejected.**

38. **FORCE MAJEURE:**

If any time, during the continuance of this contract, the performance in whole or in part by either party of 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 ( herein after referred to as events) provided notice of happenings, 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 event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work

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 Office of Pr. CCA Delhi Region as to whether the work 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.

39. **ARBITRATION:**

39.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of an arbitrator to be appointed by the **Office of Pr. Controller of Communication Accounts, DOT Bldg., Prasad Nagar, New Delhi-5**, or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of Office of Pr. CCA Delhi Region by whatever designation such officer may be called ( hereinafter referred to as the said officer) and if the Pr. CCA Delhi Region or the said officer is unable or unwilling to act as such to the sole arbitrator or some other person appointed by the Pr. CCA Delhi Region or the said officer, The agreement to appoint an arbitrator will be in accordance with Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is employee of O/o Pr. CCA Delhi Region or that he has to deal with matter to which the agreement relates or that in the course of his duties as Employee of O/o Pr. CCA Delhi Region he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such O/o Pr. CCA Delhi Region or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the state at which it was left out by his predecessors.

39.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

39.3 The venue of the arbitration proceeding shall be the **Office of Pr. Controller of Communication Accounts, DoT Bldg., Prasad Nagar, New Delhi-5**, or such places as the arbitrator may decide. The following procedure shall be followed:

39.3.1 In case parties are unable to reach a settlement by themselves, the dispute shall be submitted for arbitration in accordance with contract agreement.

39.3.2 There should not be a joint submission with the contractor to the sole Arbitrator.

39.3.3 Each party should submit its own claim separately and may oppose the claim put forward by the other party.

39.3.4 The onus of establishing his claims will be left to the contractor.

39.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.

39.3.6 The “points of defence” will be based on actual conditions of the contract.

39.3.7 The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual.

39.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of “point of defense”.

39.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently place before the Arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

40. The office of Pr. Controller of Communication Accounts, DoT, Ministry of Communication & IT reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.



(Jagdeep Ahuja)  
Sr. AO (Admn)

**for and on behalf of the President of India  
Ministry of Communication & IT  
Department of Telecommunications**

**O/O Pr. CCA, Delhi Region  
Prasad Nagar, New Delhi-05.**

**Annexure-I**

**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

**For providing services of DEOs. to Office of Pr. Controller of Communication Accounts,  
DOT Bldg., Prasad Nagar, New Delhi-5.**

1. Name of Tendering Company/Firm/Agency: \_\_\_\_\_  
(Attach certificate of registration with Labour Department)

2. Name of proprietor / Director of Company/Firm/Agency \_\_\_\_\_

3. Full Address of Office \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Fax No. : : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

4. PAN/ GIR No. : \_\_\_\_\_  
(Attach self-attested copy)

5. Service Tax Registration No. : \_\_\_\_\_  
(Attach self-attested copy)

6. E.P.F. Registration No. \_\_\_\_\_  
(Attach self-attested copy)

7. E.S.I. Registration No. : \_\_\_\_\_  
(Attach self-attested copy)

8. Financial turnover of the tendering **Company / Firm / Agency** for the last 2 Financial Years i.e. 2012-13 & 2013-14 (Attach valid proof i.e. P&L Account and balance sheet).

(Attach separate sheet if space provided is insufficient)

<b>Financial Year</b>	<b>Amount (Rs.lacs)</b>	<b>Remarks, if any</b>
2012-13		
2013-14		

9. Copies of Service Tax Assesment & returns filed by the firm in the last two year  
i.e.2012-13 &2013-14

<b>Financial Year</b>	<b>Amount (Rs.lacs)</b>	<b>Remarks, if any</b>
2012-13		
2013-14		



10. Give details of the major similar contracts handled by the tendering Company / Firm /Agency on behalf of PSUs and Government Departments during the last two years in the following format. Self-attested copies of work orders might also be attached.

S.No.	Details of client along with address, Telephone and FAX numbers	Amount of Contract (Rs. lacs)	Duration of Contract	
			From	To
1				
2				
3				
4				
5				

(if the space provided is insufficient, a separate sheet may be attached)

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

Signature of authorized person

Date:

Name:

Place:

Seal:

## DECLARATRION

1. I, \_\_\_\_\_ Son / Daughter / Wife of  
Shri \_\_\_\_\_, Proprietor/Director/  
Auth. Signatory of the agency / Firm, mentioned above, is competent to sign this  
declaration and execute this tender document;
  
2. I have carefully read and understood all the terms and conditions of the tender  
and undertake to abide by them;
  
3. The information/ documents furnished along with the above application are true  
and authentic to the best of my knowledge and belief. I / We /, am/ are well  
aware of the fact that furnishing of any false information / fabricated document  
would lead to rejection of my tender at any stage besides liabilities towards  
prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

**ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE  
TECHNICAL BID**

1. Application- Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter/ certificate
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certified document in support of financial turnover of the agency;
10. Certified documents in support of entries in Column 09 of Technical Bid Application;

**FINANCIAL BID**

(To be enclosed in a separate sealed envelope)

**For providing DATA ENTRY OPERATORS to Office of Pr. Controller of Communication Accounts, DoT Bldg., Prasad Nagar, New Delhi-5.**

1. Name of the tendering Company / firm / Agency:
2. Details of Earnest Money Deposit : Rs.  
D.D. / P.O. No. & Date: \_\_\_\_\_  
Drawn on Bank: \_\_\_\_\_
3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi as on date for **Daily Wage Workers on per month basis** and other by laws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.).

S.No	Component of Rate	Rate per Person	Total Amount for 03 Persons
1	Monthly Rate (As per MWA, 1948 applicable in GNCT Delhi as on date)		
2	Employees Provident Fund @ % of 1 above		
3	Employees State Insurance @ % of 1 above		
4	Any other liability (Pl. indicate)		
5	Contractors Adm. / Service Charge		
6	Service Tax Liability @ % of		
7	Total (Column 1 to 6)		

The manpower employed by the agency shall be required to work normally as per the O/o Pr. CCA Delhi Region, Prasad Nagar, New Delhi working days, i.e. from Monday to Friday from 0930 hrs. to 1800 hrs. with a lunch break of ½ hour from 1330 hrs. to 1400 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays.

Signature of authorized person

Date:

Full Name with Seal

Place:

1. The rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each manpower during the month.
3. Lowest bidder will be decided on overall Total Cost by adding the items mentioned at Sl. 1 to Sl.6 above