



**Government of India**  
**Ministry of Communications**  
**Department of Telecommunications**  
**O/o The Controller of Communication Accounts**  
**Brahampuri Telecom Building Delhi Road, Meerut, U.P.**

**Visit us at: [www.ccaupwest.gov.in](http://www.ccaupwest.gov.in)**

Tender (E-Tender)

For

**"PROVIDING OF SERVICES OF DATA ENTRY OPERATORS"**

**For use in**

**O/o CCA UP (West) Meerut**

NIT No. CCA/UP(W)/Tender/Outsourcing/DEO/2016-17/Part-II Dated 12-09-2017

Not transferable

Price of Bid Document: Rs.575.00

**CONTENTS OF TENDER DOCUMENT**  
**PART-I**

<b>S. No.</b>	<b>Description of contents</b>	<b>Page No.</b>
	Table of Contents	2
	Sale Details	3
1	Section I- Notice Inviting Tender	4-5
2	Section II- Bid Form	6
3	Section III- Instructions for online submission of bid	7-9
4	Section IV- General Instructions to Bidders	10-21
5	Section V - Special Terms & Conditions	22-23
6	Section VI- Scope of Work and Schedule of Requirements	24
7	Section VII- Bidder's Details and Certificates/undertakings	25-31
8	Section VIII – Conditions of Contract	32-41
9	Section IX- Agreement	42
10	Section X- Proforma of Performance Security Bond	43-44
11	Section XI- Check List of Bidder	45

**PART-II**

1	Section I- Financial Bid Form	46
---	-------------------------------	----



सत्यमेव जयते  
Government of India

Ministry of Communications  
Department of Telecommunications  
O/o the Controller of Communication Accounts  
Brahampuri Telecom Building, Delhi Road, Meerut, U.P.

**PART-I**

**SALE DETAILS**

TECHNICAL BID DOCUMENT

FOR

**"PROVIDING OF SERVICES OF DATA ENTRY OPERATORS"**

For use in

O/o CCA UP (West) Meerut

NIT No.: CCA/UP(W)/Tender/Outsourcing/DEO/2016-17/Part-II

Dated: 12-09-2017

ISSUED TO :

M/s.....

.....  
..... Received Rs. 575/- (Five Hundred  
and Seventy Five Rupees Only) including Service Tax towards the cost of Tender  
Document as per the details given below:

Demand Draft No. ....Dated.....

Name of the Bank.....

Branch.....



Government of India

Ministry of Communications

Department of Telecommunications

O/o the Controller of Communication Accounts

Brahampuri Telecom Building, Delhi Road, Meerut, U.P.

No.: CCA UP (W)/ Tender/outsourcing/ DEO/2016-17

Dated: 12-09-2017

**SECTION I- NOTICE INVITING TENDER****E-Procurement TENDER NOTICE for providing services of Data Entry Operators**

The office of CCA UP(West) , Meerut on behalf of the President of India invites E-Procurement Tender (Online Tender through website <http://eprocure.gov.in/eprocure/app>) under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for providing services of "Data Entry Operators" in the O/o CCA UP (West) Meerut, for a period of one year from the date of contract.

The schedule of tender is as follows:

SN	Activity Description	Time Schedule
1	Tender No.	CCA /UP (W)/Tender/outsourcing/DEO/2016-17 PART-II Dated: 12-09-2017
2	Cost of Tender document	Rs. 575/-
3	Estimated cost of tender	Rs. 12,00,000 including all types of other charges and taxes as applicable.
4	Sale of Tender Document	12-09-2017 to 03-10-2017, The tender document can be downloaded from the DoT website <a href="http://www.ccaupwest.gov.in">www.ccaupwest.gov.in</a> or the E Procurement portal <a href="http://eprocure.gov.in/e-procure/app">http://eprocure.gov.in/e-procure/app</a> by using bidder login credentials.
5	Last date and Time of Receipt of tender document	16:00 Hours of 03-10-2017
6	Amount of EMD to be deposited.	Rs. 24,000/-
7	Security Deposit	10% of approved cost of the Tender
8	Time and Date of Opening of Tender / Bid	16:00 Hours of 04-10-2017
9	Validity of tender	90 days from the date of Opening
10	Services to be hired	Data Entry Operator
11	Duration of contract	One year from the date of award of contract which may be further extended for a period of one year on the same terms and conditions.

Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.

CCA UP (West)/2016-17

Signature and Stamp of the Bidder

Interested bidders may submit their quotation online on <http://eprocure.gov.in/eprocure/app> as per the tender document in the website <http://eprocure.gov.in/eprocure/app>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. Any corrigendum/addendum regarding this tender will be available on the above said website only.

Demand Draft for an amount of Rs.575/- (Rupees Five Hundred and Seventy Five Only) (non refundable) from Nationalized/ scheduled bank drawn in favour of "AO (Cash), O/o C.C.A. UP West, Meerut", payable at Meerut has to be submitted offline (Scanned copy of DD/ for fee exemption valid self attested registration certificate issued by NSIC to be uploaded online) towards tender document fee failing which the tender bid will be rejected. Bidders are requested to write their name and full address at the back of the demand draft submitted.

The applicant has to deposit Earnest Money (EMD) of Rs. **24,000/- (Rupees Twenty Four Thousands Only)** in the form of a Demand Draft/ Pay order from Scheduled / Nationalized Bank drawn in favour of **AO (Cash), O/o CCA, UP (West) payable at Meerut** or for fee exemption has to submit valid self attested registration certificate issued by NSIC. The copy of the same has to be submitted in soft copy format on line.

The aforesaid DDs/Pay orders/ for fee exemption valid self attested registration certificate issued by NSIC. towards cost for Tender document and EMD should be submitted to the AO(Admin.), O/o CCA UP (West), Meerut on or before 16:00 Hours of **03-10-2017**.

The duly filled tender documents shall not be accepted if there are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD) or for fee exemption valid self attested registration certificate issued by NSIC.

The DD towards the cost of tender document and that towards the Earnest Money Deposit should bear the date after the date of NIT.

**AO(Admin)**  
**O/o CCA UP (West) Meerut**

**SECTION II- BID FORM**

**NIT No:** CCA/UP(W)/Tender/Outsourcing/DEO/2016-17/Part-II

**Dated:** 12.09. 2017

To,

**AO(Admin)**

O/o CCA,  
UP (West), Meerut

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake the work of **providing services of Data Entry Operators** in the office of CCA, UP (West), Meerut in conformity with the schedule of works, conditions of contract attached herewith and made part of this Bid.

2. We undertake if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum (together with Bid Security /EMD) @ 10% of the contract value for the due performance of the contract.

4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. We understand that you are not bound to accept the lowest or any bid, you may receive.

7. We have enclosed herewith a DD for a sum of Rs. \_\_\_\_\_ towards Bid security/EMD.

**EMD particulars** D.D. No./Date.....  
**(Bid Security)**

Name of the Bank:.....

**OR**

for fee exemption valid self attested registration certificate issued by NSIC

Signature of Authorized Signatory

Dated this .....day of..... (the year)

In capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Signature.....

Address.....

### **SECTION III- INSTRUCTIONS FOR ONLINE BID SUBMISSION**

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eprocure/app>. The bidders must carefully follow the instructions:

i) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a **prerequisite** for e-tendering.

ii) Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.

iii) Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.

iv) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.

v) The DSC that is registered only should be used by the bidder and should ensure safety of the same.

vi) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/Annexures for the tenders he/she is interested.

vii) After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.

ix) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.

x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.

xi) From my tender folder, he selects the tender to view all the details indicated.

xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.

xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is More than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

xiv) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

xv) Bidder should submit the Tender Fee/ EMD/ for fee exemption valid self attested registration certificate issued by NSIC as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.

xvi) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

xvii) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.

xviii) The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

xix) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

xx) The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.



xxi) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

xxii) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

xxiii) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

xxiv) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the E tender system. The bidders should follow this time during bid submission.

xxv) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

xxvi) 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.

xxvii) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

xxviii) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

xxix) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: **1800-3070-2232** or send an **email to – [cphp-nic@nic.in](mailto:cphp-nic@nic.in)**

## **SECTION IV- GENERAL INSTRUCTIONS TO BIDDERS**

### **1. GENERAL:**

- 1.1 The Tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his financial bid. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document. The tenderers who are confident of executing the contract in time by employing the required resources, manpower and materials need only participate in this tender.
- 1.2 In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organisation. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at MEERUT only.
- 1.3 The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
- 1.4 It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work.
- 1.5 Any tenderer participating in this tender should make sure that he will be able to carry out the work in the contract.
- 1.6 It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted should take all factors into consideration.
- 1.7 The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
- 1.8 The tenderers who are confident of executing the contract in time by employing the required resources, manpower and materials should only participate in this tender offer. Tender will be accepted and Contract will be finalized only with those of the tenderer(s), who in the opinion of the Office of CCA shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.
- 1.9 All Tender Documents shall be read in conjunction. The tenderer shall be deemed to have carefully examined all these documents. **It is further understood and agreed**

**that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.**

- 1.10 **The quantities indicated in tender may increase or decrease as per administrative need.**
- 1.11 The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses. In case of the authorized representative signs, **“Power of Attorney” duly attested by public notary must be submitted.** In case of the partnership firm, Self Attested true copy of the **partnership deed must be submitted** along with the tender. Similarly in case of company the Self Attested copy of **Memorandum of Article & Association must be submitted** along with the tender.
- 1.12 Interest shall NOT be payable on the Earnest Money deposit.
- 1.13 The Earnest Money of the successful tenderer will be adjusted towards security deposit and of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.

## **2. DEFINITIONS**

2.1. The CONTRACT means the Bid documents forming the tender and acceptance thereof and the formal agreement executed between O/o CCA UPW and the CONTRACTOR together with the documents referred to therein including Notice Inviting Tender, Bid Form, Instructions for online submission of bid, General Instructions to Bidders, Special Terms & Conditions, Scope of Work and Schedule of Requirements, Bidder’s Details and Certificates/undertakings, Conditions of Contract, instructions issued from time to time by the Competent Telecom Authority and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

2.2. In the CONTRACT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them :

The expression “WORKS” or “WORK” shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

“Change” shall mean a substitution for or omission of any work or other requirements within the general scope of the work; the performance of or compliance with which is contemplated by the contract documents.

“Extra work” shall mean any work or compliance with any requirements, other than a

change which is not, expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

The "SITE" shall mean the location wherein the work is to be executed under the contract.

The "DoT" means the Department of Telecommunications and its successors i.e. including CCA UP (West), Meerut.

The "COMPETENT TELECOM AUTHORITY" means the CCA, UP (WEST), MEERUT.

2.3. All references of: -

DoT / Member Telecom Commission / Advisor Telecom Commission / Sr. DDG / DDG/ Director / Assistant Director General / /CCA/Jt CCA/DY CCA/Sr. AO/AO/AAO in various clauses shall mean the Officers in their respective Grades/Groups employed in the DoT, by whatever designations are assigned to them from time to time and who may be in-charge of direction, execution, supervision, testing, acceptance, maintenance of claims, etc. from time to time and includes their successors in office.

Words imparting the singular number include the plural number and vice-versa.

**3. ELIGIBLE BIDDERS:**

- a. Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and self attested copy of registration may be attached.
- b. Bidder must have Service tax registration certificate issued by competent authority.
- c. Bidder must have EPF and ESI registration with competent authority.
- d. Bidder must have PAN/TAN/GIR card.
- e. Bidder should have at least one year (in part or full) Experience and work executed amounting to at least Rs. 5 Lacs in one year during last three years in Central Govt./State Govt./PSU/Nationalized Banks in providing Manpower Services.
- f. Bidder should have previous year income tax return certificate (F.Y. 2016-2017).
- g. "No near relative" of the bidder firm/company be working/employed in Office of CCA UP (West), Meerut.

**4. COST OF BIDDING**

Bidders shall bear all costs associated with the preparation and submission of the bid. The Office of CCA UPW will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**5. THE BID DOCUMENTS**

The Bid Documents include:

- o Notice Inviting Tender

CCA UP (West)/2016-17

Signature and Stamp of the Bidder

- Bid Form
- Instructions for online submission of bid
- General Instructions to Bidders
- Special Terms & Conditions
- Scope of Work and Schedule of Requirements
- Bidders Details & Certificates/Undertakings
- Conditions of Contract
- Schedule of Requirements
- Agreement Format
- Proforma of Performance Security Bond
- Check list for Bidder
- Financial Bid Form

Bidders are expected to examine all instructions, forms, terms and conditions in the Bid documents. Failure to furnish all information required as per the Bid documents or submission of bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.

#### **6. CLARIFICATION OF BID DOCUMENTS**

- a. Bidders requiring any clarification on the Bid Documents shall notify the competent telecom authority, in writing by email on email id [ccaupwest.me-up@nic.in](mailto:ccaupwest.me-up@nic.in). The Office of CCA UP (West), Meerut shall respond in writing to any request for the clarification of the Bid Documents which it receives not later than 27-09-2017. Copies of the clarification sought for by the bidders and clarifications issued by the Office of CCA UPW shall be uploaded on website [www.ccaupwest.gov.in](http://www.ccaupwest.gov.in), latest by 29-09-2017.
- b. The clarifications made as above shall form part of the Bid document and will be treated as amendment to the Bid document. These clarifications will also be made available in the website and bidders have to submit the bid document accordingly after taking into account all the clarifications issued.
- c. Any attempt to negotiate directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavors to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected and action to black-list the tenderer will be taken by the competent authority.
- d. CCA assumes no responsibility whatever for any oral understandings or representations made by any of its officers or agents or servants prior to the execution of the contract.
- e. No communication from the tenderer in the form of any clarification or information/document lost sight of in the original tender etc. will be given any consideration, unless any such clarification has been sought for.

## 7. AMENDMENT OF BID DOCUMENTS

- a. At any time prior to the date of submission of Bids, Office of CCA UPW may, for any reason, whether on its own initiative or in response to any clarification received from a bidder, shall modify bid documents by amendments and the same will be uploaded on the portal [www.ccaupwest.gov.in](http://www.ccaupwest.gov.in) and these amendments will be binding on them.
- b. In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the Office of CCA UPW may, at its discretion, extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web sites as and when it is made.
- c. Bidders have to take care of these amendments while submitting their bids.

## 8. DOCUMENTS COMPRISING THE BID

The Bid prepared by the bidder shall comprise the following components:-

- a. Documents evidences in accordance with Clause 10.
- b. Bid Security furnished in accordance with Clause 11.

## 9. BID PRICES

Rates are to be quoted based on the Schedule of work for providing of services of Data Entry Operators.

## 10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

**The scanned copy of following documents must be submitted online with Digital Signatures in accordance with the relevant instructions along with tender document (signed along with seal), any tenderer submitting bid without documents those specified below, is liable to be summarily rejected :-**

- i. Bid Form (Section II, Part I)
- ii. Bidder's Details and Certificates/Undertakings duly filled & signed as per **section VII, Part I**.
- iii. Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and Self Attested copy of **registration** may be attached.
- iv. Bidder must have **Service tax registration number** issued by competent authority.
- v. Bidder should have **EPF and ESI registration** with competent authority.
- vi. Bidder must have **PAN/TAN/GIR card**.
- vi. Self Attested Copy of experience certificate of at least one year (in part or full) experience and work executed amounting to at least Rs 5 Lakh in one year during last three years in central Govt. /State Govt./PSU/Bank in providing Manpower Services. The certificate should be issued by the officer of the rank of Divisional Engineer/Branch

- Manager/Executive Engineer/Under Secretary or above.
- vii. Bidder should have previous year **income tax return certificate** i.e. F.Y. 2016-2017.
  - viii. Certificate of “No near relative” of the bidder firm/company be working/employed in Office of CCA, UP (West), Meerut to be executed on Rs.20/- Stamp paper & Self Attested by Public Notary/Executive Magistrate by the bidder.
  - ix. Certificate of “BLACKLISTING & NON- BLACKLISTING “of bidder firm/company to be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder.
  - x. Declaration towards Non – tampering of tender document.
  - xi. Self Attested copy of Partnership Deed or affidavit in original regarding sole proprietorship in case of proprietorship firm/ Memorandum of Association / Articles as applicable.
  - xii. All the tender document pages should be stamped and signed.
  - xiii. Original “Power of Attorney” in case person other than the tenderer has signed the tender documents.
  - xiv. Financial Bid, as per Section I, Part II.

**11. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**

- i. Earnest Money of Rs.24,000/- shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of the AO (Cash) O/o CCA, UP (West), Meerut payable at Meerut as mentioned in the notice inviting tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
- ii. Interest shall NOT be payable on the Bid Security / Earnest Money deposit.
- iii. The successful bidder’s Bid Security/ EMD shall be adjusted as part of Performance Security (Security Deposit) (or) in case Performance Bank Guarantee is furnished for the full amount towards Performance Security (10% of the value of contract), the Bid Security will be discharged upon the bidder’s acceptance of the contract. Bid Security / Earnest Money of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.
- iv. The Bid Security is required to protect the CCA UP (West), Meerut against the risk of bidder’s conduct.
- v. A Bid (Tender) not accompanied by the Bid Security/ for fee exemption valid self attested registration certificate issued by NSIC shall be rejected by the Office of CCA UPW as being non responsive at the bid opening stage itself.
- vi. Bid Security (EMD) will be forfeited and the acceptance of the tender will be re-considered or revoked or cancelled at the discretion of Office of CCA UPW which will not amount to imposing of penalty:
  - 1. If the bidder withdraws his bid after the bids have been opened

- (ii) If the bidder fails to execute the Agreement or fails to remit the required security deposit (Performance Bank Guarantee) within seven working days of being called upon to do so.

## 12. PERIOD OF VALIDITY OF BID

The tender submitted by tenderer will remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of the tender. Tenderer shall not be entitled during this period of Ninety days, without the consent in writing of Office of CCA UPW to revoke or cancel his tender or to vary the tender submitted or in terms thereof. The Office of CCA UPW shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if asked by the Office of CCA UPW in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the Office of CCA UPW in writing.

## 13. SUBMISSION OF BIDS

The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per the guidelines mentioned in the portal.

### Method of preparation of bid:

a) **FINANCIAL BID:** Rate for providing services of Data Entry Operators in Office of CCA UP (West), Meerut should be quoted clearly in the financial bid (Part-II, Section I). The minimum wage amount will be decided by the Office of CCA UP (West), MEERUT in reference to the letter issued by Chief Labour Commissioner (C) and subsequent amendments on the subject matter if any (for Central Government) for providing of services of Skilled workers. The contractor needs to quote only the wages including the VDA rates and Administrative / Supervisory Charges to be claimed by contractor. The lowest bidder is to be evaluated on the wages including the VDA rates and Administrative / Supervisory Charges only. The contractor will be required to pay at least minimum wages. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any) and service tax and GST will be reimbursed as per actual along with the monthly bill on producing the original receipts.

b) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.



#### **14. LATE BIDS:**

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

#### **15. WITHDRAWAL OF BIDS**

The Bidder may withdraw his bid after submission provided that the written notice of the withdrawal is done prior to the deadline prescribed for submission of bid.

#### **16. BID OPENING**

Bid opening and finalization will be according to e-procurement procedures.

Bidder's name, bid price, modifications, withdrawals and such other detail, as deemed fit by the authorized authority will be notified.

**The financial bid will be evaluated only for technically qualified bidders.**

**Note:** - The tenderer shall quote the rate in English or Hindi only, both in words and figures only in the manner as specified for every mentioned item separately. If any discrepancy found in figures and in words, the quoted rates in words will be considered as final.

#### **17. BID EVALUATION**

Prior to the detailed evaluation of Technical and Financial bids the Office of CCA UPW will determine the substantial responsiveness of each bid to the Bid document. Substantially responsive bid is one which confirms to all the terms and conditions of bid document without material deviation. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as substantially non-responsive will be rejected by the Office of CCA UPW and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity. However the Office of CCA UPW may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

The financial bids of those bidders whose technical bid has been satisfactorily evaluated and found substantially responsive, will be opened subsequently after due notice. Arithmetic discrepancy in the Financial bid shall be rectified in the following manner. If there is discrepancy between the unit price and total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be

corrected by the Office of CCA UP(W) accordingly. If there is discrepancy between the words and figures, the amount in words shall prevail. The decision of Office of CCA UPW is final in this regard and the bid will be rejected if the bidder does not agree to the decision in this regard:-

- 18.1 The lowest bidder is to be evaluated on the basis of total wages (including the applicable VDA) and contractor administration / supervision charges in a month.
- 18.2 The financial bid having Rupee zero, Nil, fraction of rupees as Contractor Administrative / Supervisory Charges may lead to the summarily rejection of the financial bid.
- 18.3 The Contractor Administrative / Supervisory Charges are to be quoted in whole multiple of Rupee and any deviation from the same may lead to summarily rejection of the bid.
- 18.4 In case of more than one successful bidder the tender may be split proportionately among the bidders. The decision of the Office of CCA UP(W) in this regard shall be final and binding.
- 18.5 If the Rates quoted in financial bid should be in accordance with the minimum wages decided by the Chief Labour Commissioner (C) vide its letter No.1/13(1)/2017-LS-II dated 01.04.2017 and can not be less than the minimum wages.
- 18.6 The CCA reserves the right to award the contract or part thereof to one or more tenderers whose rate may not necessarily be the lowest. The decision of CCA UP (West) Meerut in this regard shall be final and binding.

## 18. REJECTION OF TENDERS

The Office of CCA UPW, at its sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

- a) If the requisite Application Fees / Earnest Money Deposit / Bid Security/ for fee exemption valid self attested registration certificate issued by NSIC in the manner does not support the tender provided there in.
- b) If the Bid Validity is less than the period prescribed (90 Days).
- c) If the tender is not duly signed, or not found proper or complete to the satisfaction of Office of CCA UPW in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- d) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- e) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- f) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.

g) If prices are not filled properly in the Financial Bid.

h) Without assigning any reason thereof.

## 19. CONTACTING THE OFFICE OF CCA UPW

Subject to Clause 6, no bidder shall try to influence the Office of CCA UPW authorities on any matter relating to his bid from the time of bid opening till the time of award of contract. Any effort by any bidder to modify his bid or influence the bid process shall result in rejection of his bid without any notice. The decision of Office of CCA UPW will be final in this regard.

## 20. PLACEMENT OF ORDER

The Office of CCA UPW shall consider placement of work orders on those bidder whose technical and financial bid has been successfully considered.

## 21. RIGHT TO ACCEPT OR REJECT ANY BID

Tender will be accepted and Contract will be finalized only with those of the tenderer(s), who in the opinion of office of CCA UPW shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.

The Office of CCA UPW reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. Office of CCA UPW, Meerut does not bind himself to accept the lowest tender and reserves the right

- (i) to reject any or all tenders;
- (ii) to accept any portion of the tender offered without assigning any reason and he can also reduce or extend the period of contract without assigning any reason.

## 22. LETTER OF INTENT (LOI)

The Office of CCA UPW will issue an LOI which constitute the intention of the Office of CCA UPW to enter into contract with the bidder.

The bidder shall, within 7 days of issue of the LOI, give his acceptance along with Performance Bank Guarantee in conformity with Clause 32 of Section VIII and as per the Format in Section X and also submit the Agreement form as per Section IX duly completed in all aspects.

## 23. SIGNING OF CONTRACT AGREEMENT

The successful Tenderer shall be required to execute an Agreement **within 7 (Seven) working days** of being called upon on a non-judicial **stamp paper of Rs. 100/- (One hundred only)** at his own cost and in the format at Section IX to the effect that the tenderer and Office of CCA UPW are bound by the terms and conditions of agreement

which in turn, will be the same terms and conditions of tender document.

Submission of the Tender document duly signed on all pages shall bind the bidder to all the terms and conditions of this Tender document and as well as the Agreement to be signed by him. A copy of the complete set of this Tender document shall also become enclosure to the agreement as an annexure.

The Office of CCA UPW reserves the right to cancel the agreement executed without any compensation what so ever to the contractor any time before the award of the work. The action of Office of CCA UPW under this Clause shall not construe the breach of contract.

After the selection of a bidder by the competent authority, the successful bidder will be formally notified of the award by order prior to expiration of validity period. The letter will state the contract price that the Office of CCA UP(W) will have to pay to the bidder towards the execution/completion of the tender, subject to furnishing a performance security within the stipulated date.

#### **24. ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of Clause 22, 23 shall constitute sufficient ground for the annulment of the contract and the forfeiture of the Bid Security in which event the Office of CCA UPW may award the contract to any other bidder at its discretion or call for new Tender.

#### **25. Duration of Contract:**

One Year from the date of award of contract. However, the same may be further extended for a period of one year/part thereof on same terms & conditions on mutually agreed basis.

#### **26. Other conditions:**

1. CCA reserves the right to postpone the date of opening of tender or to cancel the tender notice without assigning any reasons thereof. Any request from tenderers to postpone or to change date of opening of the tender due to any reason, whatsoever, will not be considered.
2. CCA is not bound to accept the lowest tender and reserves absolute right to reject any or all tenders without assigning any reason thereof.
3. The tender form and Document shall be non-transferable.
4. These instructions to the Tenderer shall be deemed to form part of the Agreement/Contract for the work.
5. The tender will be in force for a period one year. The CCA UP (West) may also extend the period of contract for a period of one year from the date of its expiry on the same rates, terms and conditions which shall be binding on the contractor.
6. In case the date of opening of tender is declared a holiday, the tender will be opened on the next working day.

7. In the case of illiterate tenderers, a witness should attest the tendered rate. The rates quoted in words will have Precedence over the rates quoted in figures.

8. The successful bidder, who is awarded the contract, will have to establish his office within the municipal limits of Meerut before entering into the agreement. The non-establishment of the office will be considered as non-fulfillment of the tender condition and the EMD/ PBG will be forfeited in this event. The proof of establishment of the office should be submitted along with the PBG so that it can be verified before signing of the agreement. The office should be equipped with telephone and fax facility. The telephone and fax numbers should be intimated to this office before signing of the agreement.

### **SECTION-V SPECIAL TERMS AND CONDITIONS**

1. The tenders should be submitted through online mode as per the details specified in the NIT. The bid shall not be accepted after the deadline under any circumstances whatsoever.
2. The tenderers are at liberty to be present or authorize not more than one representative to be present at the time of opening of tenders.
3. The tenderer signing the tender should specify clearly whether he is signing as:-
  - i. Sole Proprietor
  - ii. Partner
  - iii. Under the power of attorney or
  - iv. Director /Manager/Secretary etc.

As the case may be copies of documents authorizing the signatory to sign the tender on behalf of such companies, firms and person should be attached with the tender.

4. Correction, if any should be initialed with date otherwise the tender will be rejected at the time of opening.
5. The tender will be in force for a period of one year commencing from the date of execution of agreement. The CCA UP (West) Meerut may also extend the period of contract for a further period of one year from the date of its expiry on the same terms and conditions which shall be binding on the contractor.
6. Quantum of work and estimated cost mentioned may increase/decrease.
7. The contractor must engage sufficient man power during working hours so as to ensure that work does not suffer. One representative of contractor or contractor himself must be in continuous touch with all the officers.
8. If any tender is withdrawn before the expiry of validity period and after the acceptance of the tender, the Earnest Money of the tenderer will be forfeited.
9. Successful tenderer is to execute an agreement in the proper form on a non judicial stamp paper of Rs. 100/- the cost of which will be borne by the tenderer himself within the same period of time after deposit of Security and furnishing proof of already having his office/ having established his office in Meerut. Such agreement must conform to terms of NIT and such other condition in the tender offer as may be agreed upon by CCA UP (West). The submission of more than one tender under same name is prohibited.

**5. INFERIOR QUALITY OF WORK: -**

- For inferior quality or incorrect execution of work, the in-charge of work will be empowered to deduct from bills 10 % amount of W.O. in addition to excess payment made to rectify/reconstruct or replace any defective work. No payment will be made for such execution.
6. If the work is not performed by any or all the Manpower on any day/days in a month, deduction shall be made proportionately (per day basis) from the bills of the contractor and a penalty @ Rs. 250/- per working day per manpower will be imposed.
  7. The accountability and responsibility for maintaining the work and its secrecy will be with the contractor.
  8. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
  9. The office of CCA UP (West) does not bind himself to accept the lowest tender and reserves the right (i) to reject any or all tenders (ii) The right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties. He can also reduce or extend the period of contract without assigning any reason.
  10. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.

11. The Earnest Money will be refunded to the tenderers in due course in accordance with the rules of the Department.
12. The Office of CCA UP (West) will not be liable to pay any interest on the Earnest Money or Security Deposit Money. If the successful tenderer withdraws tender before formal approval after tender or after contractor fails to comply with any of the terms and conditions, the Office of CCA UP (West) Meerut reserves the right to forfeit Earnest Money /Security Deposit.
13. Rate for providing of the services of Data Entry Operators to CCA UP (West) Meerut should be quoted clearly in the financial bid ( Part II, Section I).
14. Rates quoted by firm in the financial bid will be revised subject to revision of Minimum wages Act.
15. The Manpower engaged by the contractor for providing services of Data Entry Operator 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.
16. The contractor will be required to pay at least 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 UP (West) Meerut. The bid will be rejected out rightly if the quoted rates are less than the minimum wages as applicable.
17. Service shall be from 09:00 to 18:00 hrs on Monday to Friday, with a lunch break. The contractor may be called upon for the services on weekends or Gazetted holidays also, if required, without any extra charge.
18. 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.
19. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency), this office will have no liabilities in this regard.
20. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of Manpower for Data Entry Operator 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 UP (West), Meerut.**
21. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons 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.
22. 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.

**SECTION-VI SCOPE OF WORK AND SCHEDULE OF REQUIREMENTS**

The general scope of work of Date Entry Operators and schedule of requirement will be as given below:-

**Job Specification:** Data Entry Operator should be having a knowledge of working in MS Office and Data based Software and the minimum qualification should be 12<sup>th</sup> standard Pass.

S. N.	Type	Number	Work
1	Data Entry Operator	6(Six).	<ul style="list-style-type: none"> <li>· Computer data entry, editing of existing database, scanning the documents, preparing of reports and other general documents.</li> <li>· Typing the text letters and other documents</li> <li>· Handling general data and editing routine information.</li> <li>· Proof reading new entries into a database etc.</li> <li>· Keeping the data records updated</li> <li>· Taking back up of data at regular intervals and storage of data etc.</li> <li>· Report generation &amp; office record maintenance.</li> <li>· File maintenance and file movement</li> <li>· Photocopying, making sets of reports and other general office documents.</li> <li>· Handling of documents including sorting, storing properly in the racks / storage space.</li> </ul>

**(Note: Service shall be from 09:00 to 18:00 hrs on Monday to Friday, with a lunch break. The contractor may be called upon for the services on Saturday, Sunday or Gazette holidays also, if required, without any extra charge. No other emoluments shall be entitled to except the actual bus fare for services outside office premises.)**



**SECTION-VII BIDDER'S DETAILS AND CERTIFICATES/UNDERTAKINGS**

Photograph of tenderer / authorised signatory holding power of attorney

1.	Name of tendering company/Firm/Agency	
2.	Type of firm i.e. Proprietorship/partnership or Company registered under company Act 1956 (Attach Notarized Affidavit towards sole proprietorship of firm/ Self Attested Partnership deed or Incorporation certificate of Company/Article of Association /Memorandum of Association as applicable)	
3.	Name of proprietor/ Director of company/Firm/Agency	
4.	Full address of registered office with telephone no., Fax no. & Email	
5.	Full address of operating/branch office with telephone no, Fax no. & Email	
6.	PAN/GIR/TAN No. (Attach self attested copy)	
7.	Service tax registration no.(Attach self attested copy)	
	E.P.F. Registration no. (Attach self attested copy)	
8.	E.S.I. Registration no. (Attach self attested copy)	

10. Self attested copy of experience certificate/certificates (of at least one year-full or part thereof) issued by the competent authority for the satisfactory work in providing manpower services to central/state government/Public sector/Banks during last three year. The summary of that can be tabulated in the given format in the chronological order.

S. No.	Details of client along with address, telephone & Fax no.	Amount contract(Rs. Lacs)	Experience certificate for the period from and to	
			From	To
1.				
2.				

(If the space provided is insufficient in separate sheet may be attached)

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

Signature of authorised person

Date:

Name:

Place:

Seal:

**CERTIFICATE**

**(PROFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN DEPARTMENT OF TELECOMMUNICATIONS, UP (West), Meerut)**

**(To be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)**

I ..... S/O Sh.....

..... R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in CCA UP (West), Meerut as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, Office of CCA UP(W) shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal

The near relative (s) means:

- a) **Members of a Hindu Undivided family;**
- b) **They are husband and wife.**
- c) **The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)**

**In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors . Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.**

Signature of the tenderer with seal

**CERTIFICATE**

**(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)**

"I ..... (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website [www.ccaupwest.gov.in](http://www.ccaupwest.gov.in) & <http://www.eprucure.gov.in> and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed a valid self attested registration certificate issued by NSIC /DD for Rs.....towards the cost of tender document along with the EMD.

Place : Signature of tenderer/Authorized Signatory

Date : Name of the Tenderer

Seal of the Tenderer

**DECLARATION**

**(FOR EPF & Misc provisions Act 1952)**

I ..... (name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize CCA UP (West), Meerut to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF, ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Place : Signature of tenderer/Authorized Signatory

Date : Name of the Tenderer

Seal of the Tenderer

**CERTIFICATE**

**DECLARATION FOR NON TAMPERING OF TENDER DOCUMENT**

I / We /Proprietor/ Partner(s)/ Director(s) of M/s ----- , hereby declare that I / We  
have not tampered the tender document issued vide TENDER NO. No.: CCA UP (W)/  
tender/outsourcing/DEO/2016-17/Part-II Dated 12-09-2017, which is downloaded from the website  
[www.ccaupwest.gov.in](http://www.ccaupwest.gov.in) /or <http://www.eprocure.gov.in>.

Signature -----

Name-----

Name & address of the firm: -----

-----  
-----

**In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors**

**CERTIFICATE**

**DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING**

**FROM TAKING PART IN GOVT. TENDER BY DoT/GOVT. DEPT**

**(To be executed on Rs. 20/- stamp paper & attested by Public Notary/Executive Magistrate by the bidder)**

I / We Proprietor / Partner (s) / Director (s) of M/s ..... hereby declare that the firm/company namely M/s ..... has not been blacklisted or debarred in the past by DoT or any other Government organization from taking part in Government tenders.

**Or**

I / We Proprietor / Partner (s) / Director (s) of M/s ..... hereby declare that the firm/company namely M/s ..... Was blacklisted or debarred by DoT, or any other Government Department from taking part in Government tenders for a period of ..... years w.e.f. .... The period is over on ..... And now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o CCA, UP (West), Meerut and EMD/SD shall be forfeited.

In addition to the above O/o CCA UP (West), Meerut, will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Capacity in which as signed: .....

Name & address of the firm: .....

.....

**Seal of the firm should be affixed.**

Dated:  
seal.

Signature of Bidder with

**In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors**

**CERTIFICATE**

**PRE RECEIPT FOR REFUND OF EARNEST MONEY**

Received with thanks from Accounts Officer (Cash) O/o CCA, UP (West), Meerut a sum of Rs. ....../- (Rs. .... Only), towards refund of Earnest Money Deposit paid in respect of Tender for "Providing of services of Data Entry Operators" for use in office of CCA UP (West), Meerut.

<b>Tender No : CCA UP (W)/ tender/outsourcing/DEO/2016-17/Part-II</b>	<b>Dated</b>	<b>12-09-2017</b>
---	--------------	-------------------

Date:

Signature of Bidder

(on one rupee revenue stamp)

Place:

(Note: Earnest Money will be returned to unsuccessful Bidder only after finalization/completion of the tender)

Name & Address: \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE**

**LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE**

(Must be submitted to O/o CCA, UP (WEST), MEERUT on or before date of bid opening)

To,  
CCA,  
UP (WEST), Meerut

Sub: Authorisation for attending the office on \_\_\_\_\_ (date) in the

Tender of \_\_\_\_\_

Following person is authorised to attend the office for the tender mentioned above on behalf of  
\_\_\_\_\_ (Bidder).

Name of the Representative

Specimen Signature

1. \_\_\_\_\_

\_\_\_\_\_

Signature of the Bidder

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorisation as prescribed above is not received.)

## **SECTION –VIII CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

1.1. The CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between CCA and the CONTRACTOR together with the documents referred to therein including TENDER NOTICE, GENERAL INSTRUCTIONS, GENERAL CONDITIONS, SPECIAL TERMS AND CONDITIONS, CONDITIONS OF CONTRACT, ADDITIONAL CONDITIONS, TENDER SCHEDULE, special terms and conditions instructions issued from time to time by the Competent Telecom Authority and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

1.2. In the CONTRACT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them :

The expression "**WORKS**" or "**WORK**" shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional. "**Change**" shall mean a substitution for or omission of any work or other

requirements within the general scope of the work; the performance of or compliance with which is contemplated by the contract documents. "**Extra work**" shall mean any work or compliance with any requirements, other than a change which is not, expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work. The "**SITE**" shall mean the location wherein the work is to be executed under the contract. The "**DoT**" means the Department of Telecommunications, and its successors. The "**COMPETENT AUTHORITY**" means the CCA UP (West) Meerut.

1.3. All references of: -

**Controller of Communication Accounts (CCA)**

**Joint Controller (Jt. CCA)**

**Deputy Controller (Dy. CCA)**

**Assistant Controller (ACCA)**

**Accounts Officer (AO)**

**Assistant Accounts Officer (AAO)**

In various clauses shall mean the Officers in their respective Grades/Groups employed in the CCA, by whatever designations are assigned to them from time to time and who may be in-charge of direction, execution, supervision, testing, acceptance, maintenance of claims, etc. from time to time and includes their successors in office. Words imparting the singular number include the plural number and vice-versa.

### **2. INTERPRETATION OF THE CONTRACT DOCUMENT**

The Competent Authority and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.



**3. VALIDITY PERIOD OF RATE**

The rates quoted should be firm and valid for minimum 90 days from date of opening of bid up to the validity of contract agreement after finalization of tender for all work order without any change.

**4. TAXES AND DUTIES**

Contractor shall pay all levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the Office of CCA from and against the same or any default by the Contractor in the payment thereof.

**5. PRICE ESCALATION**

The Office of CCA UP(West) shall not be responsible for any escalation in prices of labor what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase. However if the minimum wages are increased beyond the approved rates then the difference between the minimum wages and approved rates will be paid to the contractor.

**6. NOTIFICATION BY CONTRACTOR**

The Contractor shall give in writing to the proper person or authority with a copy to the Competent Authority such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work.

**7. QUALITY OF WORK**

The Office of CCA UP (West) Meerut shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Competent Authority and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Competent Authority has the right to prohibit the use of men/women which are in his opinion do not produce work or performance meeting the requirement of the Contract Documents.

**8. GUARANTEE**

In addition to any and all other guarantee and warranty mentioned in the contract documents the Contractor guarantees that the entire work will be done in a satisfactory manner.

**9. 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 Office of CCA UP(West) 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.

**10. INDEMNITIES**

The Contractor shall at all times hold the Office of CCA UP(West) 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 Office of CCA UP(West), 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 (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the Office of CCA UP(West) 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 Office of CCA UP(West) or pay to the Office of CCA UP(West) 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 Office of CCA UP(West) 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 Office of CCA UP(West)'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 Office of CCA UP(West).

11. 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 Office of CCA UP(West). 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.

**12. 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, Office of CCA UP(West) Meerut shall have the power to terminate the contract without previous notice.

13. Contractor's heirs/representatives shall, without the consent in writing of the Office of CCA UP (West) Meerut 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 Office of CCA UP (West) Meerut in writing.

14. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Office of CCA UP (West) Meerut shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

**15. SUB-CONTRACTS**

The Contractor shall not assign sub-contract or sublet the whole or any part of the work covered by the contract. The Office of CCA UP (West) Meerut reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to the Office of CCA UP(West) in terms hereof and for the due fulfillment of the contracted works.

16. Where the Contractor is a partnership firm, the previous approval in writing of the Office of CCA UP (West) Meerut shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention.

**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 1970 and the contract labour (Regulation and Abolition) **Central Rules 1971** before commencement of the work. The contractor shall also abide by the provisions of the Child labour (prohibition and regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this 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. PAYMENT OF WAGES**

- \* The Contractor shall fix wage periods in respect of which wages shall be payable.
- \* No wage period shall exceed one month.

\* The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

\* Where the employment of any manpower is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

\* All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hours of the last working day.

\* Wages due to every manpower shall be paid to him direct or the other person authorized by him in this behalf.

\* All wages shall be paid in current coin or currency or in both.

\* Wages shall be paid without any deductions of any kind except those specified by the central government by general or special order in this behalf or permissible under the payment of wages Act 1956.

\* It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site engineer or any other authorized representative of the office who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.

\* Each claim bill of the contractor must accompany details of laborers /employees engaged, duration of their engagement/wage register / amount of wages paid/amount of EPF/ESI contributions and declaration from the contractor regarding compliance of the condition of EPF Act 1952.

## **21. LABOUR RECORDS**

The contractor shall maintain a Register of Persons employed on work ,Wage Register, Register of Fines,Register of deductions for damage or loss & register of Overtime in respect of all work men employed by him on the work the CL (R & a) Rules 1971.

## **22. COMPLIANCE WITH LAWS AND REGULATION**

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules., regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or DoT, Municipal Boards, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By- laws, Rules, Regulations, orders and /or provisions the contractor shall assume full responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.

## **23. 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.

**24. BREACH OF CONTRACT**

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

25. The Office of CCA UP (West) Meerut may without prejudice to his right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:

- If the Contractor having been given by the Competent Authority a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkmanlike manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Competent Authority (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- If the contractor commits breach of any of the terms and conditions of this contract.
- If contractor fails to carry out any act mentioned in clause- (23)
- If contractor commits any fraud with the Office of CCA UP(West), or any fraudulent motive is detected in his action.
- If contractor demands undue charges not stipulated in this contract.

26. When the Contractor has made himself liable for action, the Office of CCA UP (West) Meerut on behalf of the DoT shall have powers:

To determine or rescind the contract as aforesaid (of which termination or rescission, notice in writing to the Contractor under the hand of the Office of CCA UP (West) Meerut shall be conclusive evidence) upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of DoT.

- To employ labour paid by the Office of CCA UP(West) to carry out the works or any part of the work debiting the Contractor with the cost of the labour (of the amount of which cost and price certified by the Office of CCA UP (West) Meerut shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it has been carried out by the Contractor under the terms of the Contract. The certificate of the Competent Authority as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under the sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Office of CCA UP(West) are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
  - After giving notice to the Contractor to measure up the work of the Contract and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Competent Authority shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Office of CCA UP(West) under this contract or on any other account whatsoever or from his security deposit as the case may be. The Contractor shall have no claim to compensation for any loss sustained by him by any reason or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Competent Authority has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.
27. In any case in which any of the powers conferred upon the Office of CCA UP (West) Meerut by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise hereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.
- 28. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF**
- The Competent Authority may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.
  - The Competent Authority may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.
  - 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.

29. 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 including the PBG/Security Deposit in which event the Office of CCA UP(West) may make the award of work to any other bidder at the discretion of DoT or call for new bids.
30. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for the Office of CCA UP(West) 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 the Office of CCA UP(West) for 5 years from the date of forfeiture of bid security/ security deposit or date of black listing whichever is later.

**31. PAYMENTS**

- The Contractor shall submit bills at office of concerned Competent Authority for the executed work complete in all respects. The bills will be submitted in DUPLICATE and in the manner and form that may be prescribed by the Competent Authority. In case of payment by cheque, Account payee cheque for amounts passed in the bill will be issued only after the Contractor gives a stamped receipt for the amount unless the bills are pre- receipted. The Competent Authority will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.
- Income Tax and such other Taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill.
- The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made fully after the Competent Authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account. Unless there are specific reasons, all accounts are expected to be settled within a period of six months from the date of completion of the work in all respects.
- Contractor shall pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work. Such expenditure shall be intimated to Contractor either by Competent Authority or concerned third parties in writing. If contractor fails to pay to the concerned third parties such amount within fifteen days from the date of notice, the Competent Authority shall recover such amount from the contractor and will make the payment to concerned third parties at the risk and cost of the contractor.
- The contractor shall not be justified in abandoning the contract because the Office of CCA UP(West) has delayed making payment(s) in respect of other work being done for the Office of CCA UP(West) by the Contractor. The final bill shall be submitted by the Contractor within one month of the date of completion of work or of the date of the certificate of completion furnished by the Competent Authority.

**32. SECURITY DEPOSIT**

- Earnest Money deposited at the time of submission of the tender, will be adjusted towards Performance Security Deposit on the acceptance of the tender.
- The successful tenderer will have to deposit a Performance Security Deposit as specified in the NIT at the time of signing of agreement within 7 working days of the issue of the letter of intent. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of AO (Cash) O/o CCA UP (West) payable at Meerut, or Fixed Deposit Receipt

(FDR) from a Commercial Bank made in the name of the Company / Firm / Agency but hypothecated to the AO (Cash) O/o CCA UP (West) payable at Meerut. The performance security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the contractor.

- Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by the Office of CCA UP(West) on the Security Deposit or on amounts payable to the Contractor under the contract. Security Deposit/PBG shall be liable for appropriation / adjustment against any liquidated damages for delayed execution at the time of final conclusion of the contract and final settlement of account. If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the Office of CCA UP(West) to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor .
- All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit/PBG or from any sum which may be due or may become due to the contractor by the Office of CCA UP(West) on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the bills of the contractor.
- If the contractor duly performs and completes the contracts in all respects, the Office of CCA UP(West) shall refund the Security Deposit/PBG to the Contractor after deducting all costs and other expenses that the Office of CCA UP(West) may have incurred for making good any loss due to any action attributable to the contractor which the Office of CCA UP(West) is entitled to recover from the contractor.
- Security Deposit/PBG will be refundable only after full settlement of final bill for the works contracted/executed under the contract and on submission of NOC from the O/o CCA UP (West) Meerut.
- Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for three years after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the DoT.

### **33. DISPUTES AND ARBITRATION**

- In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitration of the CCA UP (West) Meerut or in case his designation is changed or its 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 the CCA UP (West) Meerut or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the CCA UP (West) Meerut or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the CCA UP (West) Meerut or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a DOT employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOT employee 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 CCA UP (West) Meerut 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 stage at which it was left out by his predecessors. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid 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. The venue of the arbitration proceeding shall be the office of CCA UP (West) Meerut or such other places as the arbitrator may decide.

- According to Article 119, Limitation Act, 1963, (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the 'date of service of the notice of the filing of the award'. The expression "date of notice" means not only a formal intimation but also an informal one. The notice can be given orally also. When a signed copy of the award is given to the party and his signature taken as a token of such receipt, this shall amount to a notice and the time for filing an application under Article 119 (a), Limitation Act, 1963 would run from that date.

**SECTION – IX 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 UP (West), IIIrd floor, Brahampuri telecom Building, Delhi Road, Meerut 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 Operator in the O/o CCA UP (West) Meerut on the terms and conditions herein contained and the rates approved by the CCA UP (West) Meerut 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. Accepted rates per person per month are as follows:

SN	Component of Rates	Data Entry Operator
1	Monthly Rate (in Rs.)	

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

1. The contractor shall, during the period of this contact 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 UP (West) Meerut or any other person authorized by the CCA UP (West) Meerut 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.
2. The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
3. The contractor shall also supply the requisite number of Manpower for providing services of Data Entry Operator in office of CCA UP (West) Meerut within the time prescribed in the work orders.
4. The contractor hereby declares that nobody connected with or in the employment of the Office of CCA UP (West) Meerut is not/shall not ever be admitted as partner in the contract.
5. 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 in to 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:

CCA UP (West)/2016-17

Signature and Stamp of the Bidder

**SECTION X PROFORMA OF PERFORMANCE SECURITY BOND**

1. In consideration of CCA UP (West) Meerut (hereinafter called CCA) having agreed to exempt \_\_\_\_\_ (hereinafter called the said approved tenderer(s)) from the demand of security deposit/earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_ for the due fulfillment by the said approved tenderer of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of \_\_\_\_\_ we, ( name of the bank) \_\_\_\_\_ (hereinafter referred to as "the bank") at the request of \_\_\_\_\_, approved tenderer do hereby undertake to pay to AO (Cash) O/o CCA UP (West) Meerut an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the CCA UP (West) Meerut by reason of any breach by the said tenderer's of any terms & conditions contained in the said agreement.
2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Office of CCA UP (West) Meerut stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Office of CCA UP (West) Meerut ,reason of breach by the said approved tenderer's of any of the terms & conditions contained in the said agreement or by reason of the approved tenderers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the CCA UP (West) Meerut in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the AO (Cash) O/o CCA UP (West) Meerut, any money so demanded notwithstanding any disputes raised by the approved tenderer(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the approved tenderer(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of 15 months from date herein. Notwithstanding the aforesaid, this bank Guarantee shall be for a sum of not exceeding Rs... and for a period of 15 months from the date of issue i.e. .... We are liable to pay the guaranteed amount or part thereof under this bank guarantee if we are served upon written claim or demand on or before .....and thereafter bank will not be liable for any claim or demand whatsoever.
5. We (name of the bank) \_\_\_\_\_ further agree with the CCA UP (West) Meerut shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said approved tenderer(s) from time to time or to postpone for any time to time any of the powers exercisable by the CCA UP (West) Meerut, against the said approved tenderer(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said approved tenderer(s) or for any forbearance, and or any omission on the part of CCA UP (West) Meerut , or any indulgence by the CCA UP (West) Meerut , to the said approved tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

CCA UP (West)/2016-17

Signature and Stamp of the Bidder

6. This guarantee will not be discharged due to the change in the constitution of the bank or the approved tenderer(s).
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the CCA UP (West) Meerut.

Dated: \_\_\_\_\_

For \_\_\_\_\_ (Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act

**SECTION XI CHECKLIST FOR BIDDER**

Sl. No.	Documents	Yes/No or N/A
1	Cost of Tender documents. DD No. Amount Date or for fee exemption valid self attested registration certificate issued by NSIC	
2	EMD DD No. Amount Date or for fee exemption valid self attested registration certificate issued by NSIC	
3	Whether all the pages are stamped and signed & properly tagged with all documents?	
4	Whether Bid form is filled up? (Section-II)	
5	Whether Bidder's profile is filled up? (Section-VII)	
6	Whether self attested copy of registration of the firm ( for partnership firm or Pvt. Ltd./ Pub. Ltd. company) is attached?	
7	Attach Notarized Affidavit towards sole proprietorship of firm/ Self Attested Partnership deed or Incorporation certificate of Company/Article of Association /Memorandum of Association as applicable)	
8	Self attested copy of latest Income Tax Return .(F.Y. 2016-2017)	
9	Self attested copy of PAN Card.	
10	Self attested copy of Service Tax Certificate.	
11	Self attested copy of EPF Certificate.	
12	Self attested copy of ESI certificate.	
13	Self attested copy of Experience Certificate (Minimum one year in part or full during last three years in providing manpower services).	
14	Certificate regarding no relative working in DoT on Rs. 20/- stamp paper & notarized. <b><u>The certificate should be exactly in the same format as given in the tender document and should be given by all concerned as mentioned in the footnote of the certificate.</u></b>	
15	Certificate towards Non-Tampering of tender document. <b><u>The certificate should be exactly in the same format as given in the tender document and should be given by all concerned as mentioned in the footnote of the certificate.</u></b>	
16	Certificate about Blacklisted/Non-Blacklisted company Rs. 20/- stamp paper & notarized. <b><u>The certificate should be exactly in the same format as given in the tender document and should be given by all concerned as mentioned in the footnote of the certificate.</u></b>	
17	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.	

**PART-II**

**SECTION I FINANCIAL BID**

**(To be SUBMITTED AS PER THE ONLINE BIDDING REQUIREMENTS)**

**For Providing services of Data Entry Operator to O/o CCA UP (West) Telecom circle,  
Meerut**

1. Name of 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 minimum wages Act for **SKILLED** category on per **month basis** and do not include GST and Service Tax.

Sl No.	Component of Rate	Data Entry Operator	
		Amount for 1 (one) Person (Rs.)	Total amount for 6 Persons (Rs.)
1.	Monthly Rate (As per Minimum Wages Act applicable)		
2.	Contractors Admn/service charges		
3.	Total amount quoted (In figure):  In words:		

**Note:**

1. **Quoted rates are fixed rates and no variation shall be acceptable from these rates.**
2. **No overwriting on financial bid is accepted, in case of any ambiguity, the amount given in words will be considered as final for evaluation.**

Date..... Signature Place.....

Name

Seal of the Bidder