



SARVA SHIKSHA ABHIYAN  
Karnataka - Bangalore

*Address for communication*

STATE PROJECT DIRECTOR  
SSA, Karnataka, Annex Building,  
Nrupatunga Road,  
Bangalore — 01

Email: [ssakarnataka@gmail.com](mailto:ssakarnataka@gmail.com)  
Website: [www.ssakarnataka.gov.in](http://www.ssakarnataka.gov.in)

Phone No: 22483038, Fax No: 22104179

**"E-TENDER NOTIFICATION"**

**To provide the services of Data Entry Operators to State Office.**

***TENDER DOCUMENT***

(Through e-procurement portal only)

<https://www.eproc.karnataka.gov.in>

NO.SSA/C1/DEO Ne/12/2015-16

DATED: 24.6.2015

**Tender Schedule**

Sl. no	Particulars	Date	Time	Venue
01	Date of commencement of the Bid	24.06.2015	17.30	
02	Pre bid meeting	08.07.2015	11.00	Office of the SPD SSA Bangalore
03	Last date for submission of the bid	24.07.2015	17.30	
04	Opening of Technical Bid	29.07.2015	11.00	State Office
05	Opening of commercial Bid	05.08.2015	12.00	State Office

**NOTICE INVITING TENDER FOR DATA ENTRY OPERATOR SERVICES FOR SARVA  
SHIKSHA ABHIYAN, N.T.ROAD, K.R.CIRCLE,  
BANGALORE-560 001.  
TENDER NOTIFICATION  
(Through e-procurement portal only)**

NO. SSA/C1/DEO Ne/12/2015-16

Dated:24.6.2015

The State Project Director, Sarva Shiksha Abhiyan, Bangalore-N.T.Road, K.R.Circle, Bangalore-560 060, invites Tenders in two-tender mode, i.e. Technical and Financial, from eligible Tenderers for providing services of Data Entry Operators to the Sarva Shiksha Abhiyan, N.T.Road, Bangalore-01.

**1. PRE-QUALIFICATION CRITERIA**

The Tenderer who intend to participate shall meet the following qualifying requirements:

**(a) Technical Criteria**

- (i) The prospective Tenderer (i.e. Facility Management Agency) should have successfully carried out Data Entry Operators services in any organization/establishment for not less than 100, persons/users on a normal working day in a single unit for a continuous period of two years during the last three years.
- (ii) The annual value of single largest contract at a unit should be not less than Rs.50 lakhs per annum on a daily operation.
- (iii) For the purpose of calculating 'value of work' of a facility management agency, the value of operating an industrial/academic institution/establishment will be considered.
- (iv) The time period of three years shall be reckoned as on 31.3.2015
- (v) Tenderer shall not be under a declaration of corrupt and fraudulent practices issued by Government of Karnataka.
- (vi) Tenderer should have been in existence for at least 3 years.
- (vii) Tenderer should preferably have been incorporated in Karnataka. If incorporated elsewhere, should have necessary permission/license to operate in Karnataka.
- (viii) Service personnel employed should be above 18 years of age.
- (ix) Prior experience of services to Government, PSUs will be an added advantage
- (x) All Tenders should include the Technical and Financial requirement information as per Annexure-2 & Annexure -7

- (xi) Applications should be accompanied by copies of Registration certificates under Income Tax, Service Tax, Provident Fund, Employees State Insurance and any other statutory requirements.
- (xii) The Tenderers are responsible for employee insurance including medical coverage. SSA has no liability in this connection.
- (xiii) Tenders should be accompanied by copies of Income Tax and Service Tax Returns for the last 3 years.
- (xiv) Tenders should be accompanied by copies of the latest returns of PF and ESI.

**(b) Financial Criteria:**

The annual turnover of the Tenderer during the last three years should not be less than Rs.50/= lakhs per annum (Rupees Fifty lakhs only).

**2. GENERAL TERMS AND CONDITONS**

- (a) The Tenderer shall submit documentary evidence in support of the above prequalification criteria. Tenderers with all information and supporting documents by way of copies of work orders and audited Balance Sheets, including Profit & Loss Statement, Annual Turnover Statement, latest Income Tax Returns, etc. to establish their credentials and track record for fulfilling the experience, financial and ranking system requirements, alone will be considered.
- (b) For the purpose of ascertaining the experience and financial criteria, the experience and financial criteria of the Tenderer entity alone will be taken into consideration.
- (c) There shall not be any case or charge under investigation/enquiry/trial against the Tenderer or convicted in a Court of Law or suspended/blacklisted by any organization on any grounds.
- (d) SSA reserves the right to use in-house information for assessment of capability of Tenderer. The decision of SSA regarding the tender will be final and binding.
- (e) If the performance of the Tenderer is/has been found to be unsatisfactory for any reason, whatsoever, in any organization including SSA, then SSA reserves the right to reject the tenders submitted by such Tenderer at any point of time.
- (f) Joint Ventures / Consortium based offers shall not be accepted.
- (g) Tender document can be downloaded from the website <http://eproc.karnataka.gov.in>

- (h) The Tenderer has to ensure that the tender document is strictly as per the order indicated in the master index.
- (i) Tender document completed in all respects along with supporting documents shall be submitted on-line up to **17.30 Hrs. on 24.07.2015**. The Technical Offers shall be opened **on 29.07.2015 at 11.00** hours. The short-listed tenders will be considered for opening of Financial Tender on **05.08.2015 at 12-00 noon**. If the above day of opening happens to be a closed holiday for SSA, it is implied that the opening of the tenders will be held on the next working day at the time stipulated as above.
- (j) Tenderer's pre-site inspection, queries and discussion can be made any time during working hours (**between 3.00 to 5.00 pm**) from the office of Sarva Shiksha Abhiyan. Further details in this regard are highlighted in the section "Instruction to Tenderer".
- (k) Request for sending the Tender document by post or Courier or any other mode shall not be entertained. Telex / E-mail / Fax tenders shall not be accepted.
- (l) Tenderer shall ensure submission of complete information/documents at the first instance itself. SSA reserves the right to complete the evaluation based on the details furnished by the Tenderer without seeking any subsequent additional information. Tenders not in compliance with tender conditions or with incomplete information / documents are liable for rejection.
- (m) Issuance of tender or submission of tender by itself shall not amount to pre-qualification or entitle the Tenderer to participate in the tendering. (n) SSA shall not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation of Tender.
- (n) Canvassing in any form by the agency directly or indirectly or by any other agency / person on their behalf, may lead to disqualification of their tender.
- (o) Clarification, if any, can be obtained from the Administration section on all working days during the working hours of the Office i.e, between 3.00 to 5.00 pm.

Sd/-  
State Project Director  
Sarva Shiksha Abhiyan

**INSTRUCTIONS TO TENDERER**  
**[[General Conditions of Contract (GCC)]**

**1. General provisions**

**1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings;

- a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b) "Contract" means the contract signed by the parties, to which these general conditions of contract (GC) are attached;
- c) "Effective Date" means the date on which this contract comes into force and effect pursuant of Clause GC 2.1.
- d) "Contract Price" means the price to be paid for the performance of the services, in accordance with clause 6;
- e) "GC" means these General conditions of contract;
- f) "Government" means the Government of Karnataka;
- g) "Local Currency" means Indian Rupee;
- h) "SSA" means Sarva Shiksha Abhiyan Samithi-Karnataka
- i) "SPD" means State Project Director
- j) "SPO" means State Project Office"
- k) "Member" in case the Agency/Firm consists of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the GC to act on their behalf in exercising all the Firm rights and obligations towards the client under this contract.
- l) "Party" means the client or the Agency as the case may be, and parties means both of them;
- m) "Personnel" means persons hired by the Tenderers and assigned to the performance of the services or any part hereof;

- n) "Services" means the work to be performed by the Tenderers pursuant to this contract as described in Terms of Reference.

## **1. GENERAL CONDITIONS OF CONTRACT**

You are invited to submit your Technical tender and Financial tender separately for "PROVIDING DATA ENTRY OPERATORS SERVICES TO THE SARVA SHIKSHA ABHIYAN AT N.T.ROAD, K.R.CIRCLE, BANGALROE" for a period of 12 months. The 'Scope of Work/Services' is out lined under the same title in a later section of this document. The TENDER documents shall remain the exclusive property of the SSA Office without any right to the Tenderer to use them for any purpose except tendering and for use by successful Tenderer with reference to the work.

## **2. TENDER DOCUMENT**

Tender document is available in the Karnataka Government web-site <http://eproc.karnataka.gov.in> and can be downloaded.

## **3. ONE TENDER PER TENDERER**

Each Tenderer shall submit only one tender (i.e., Technical and Financial tender). Tenderer who submits or participates in more than one Tender will be disqualified.

## **4. TENDER VALIDITY**

The Tender shall remain valid for acceptance for a period of 4 (four) months from the due date of submission of tender. The Tenderer shall not be entitled to modify, vary, revoke or cancel their tender during the said period. In case of the Tenderer modifying, varying, revoking or canceling the tender, the Tenderer shall forfeit the Earnest Money Deposit paid. The validity of the tender shall be extended as and when required for the period as requested by the SSA Office in writing.

## **5. AMENDMENT TO TENDERING DOCUMENT**

The SSA Office may for any reason, whether at its own initiative or in response to the clarification requested by the prospective Tenderer, issue amendment in the form of addendum / corrigendum either during the period of issue of tender document and subsequent to receiving the tenders.

Any addendum / corrigendum thus issued shall become part of the Tender Document and the Tenderer shall submit "Original" addendum corrigendum duly signed and stamped in token of acceptance. For addendum/ corrigendum issued during the tendering period, Tenderer shall consider the impact of such addendum / corrigendum in the tender.

For addendum /corrigendum issued subsequent to receiving the tenders, Tenderer shall follow the instructions issued along with such addendum / corrigendum.

## 6. CLARIFICATIONS REQUESTED BY TENDERERS:

Although the details presented in the tendering document consists of Conditions of Contract, Scope of Work/Services, Specifications and have been compiled with in all reasonable care, it is the Tenderer's responsibility to ensure that the information provided is adequate and clearly understood.

The Tenderer shall examine the Tender Document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, the Tenderer may request clarification during the pre-bid meeting to be held prior to the Tender Closing Date.

Such clarification requests in writing, shall be addressed to the State Project Director , Sarva Shiksha Abhiyan, Nrupatunga Road, K.R.Circle, Bangalore-01.

## 7. CHECK LIST FOR SUBMISSION OF TENDER

In order to ensure that the Tenderer complete the tender, a check list for submission of various documents details in "Technical & Financial Tender, has been enclosed as Annexure-2.

The Tenderer in their own interest, are requested to fill the check list and submit it along with the tender for ready reference. In case of incomplete submission, Sarva Shiksha Abhiyan, Bangalore will not be under any obligation to give the Tenderer an opportunity to make good such deficiencies and Sarva Shiksha Abhiyan office may at its own discretion treat such tenders as incomplete and not consider the same for further evaluation.

## 8. MODE OF SUBMISSION OF TENDER

TENDER shall be submitted in e-procurement portal only in two Bids.

PART - I: TECHNICAL BID

PART - II: FINANCIAL BID

**Part-I of the tender document** shall contain all pre-qualification, i.e., the Technical details as mentioned in Annexure-2, under the heading "Pre-Qualification Requirement".

**Part - II of the tender document** shall contain information regarding the rates to be quoted. Any conditions mentioned by the Tenderer in Part - II shall not be taken into account and if insisted upon, the tender shall be liable for rejection.

## 9. TENDER SUBMISSION.

Tender documents can be downloaded from The Tenderers should ensure that their offers are uploaded at e-procurement portal within the stipulated date and time. SSA shall not take responsibility if the tenders are not uploaded at the above portal within due date and time and the tenders uploaded after the date and time stipulated for receipt of tenders are liable to be rejected. No request for extension of time for submission of tender shall be considered.

## **10. EARNEST MONEY DEPOSIT (EMD)**

10.1 Earnest Money Deposit of Rs.93,500 (Rupees Ninety Three Thousand Five Hundred rupee only) shall be deposited with the Tender.

10.2 The EMD shall be paid through e-procurement with any of the following modes:

- a) Debit Card.
- b) Credit Card.
- c) NEFT (National Electronic Fund Transfer) and
- d) OTC (Over-the-Counter payment - through ICICI Bank).

**Note: EMD shall be paid through online only.**

10.3 Tenders without the EMD will be rejected.

10.4 No interest shall be payable on the EMD furnished.

10.5 If the Tenderer after submitting the tender, revokes the offer or modifies the terms and conditions thereof during the validity of the offer, except where the SSA Office has given opportunity to do so, the EMD shall be liable to be forfeited.

10.6 In the event of withdrawal of the Invitation to Tender by the SSA Office, the EMD paid with the tender will be returned to the Tenderer within a period of 8 weeks.

10.7 In the event of the successful Tenderer's failure or refusal to sign the agreement or furnish the security deposit, the earnest money deposit shall be forfeited without prejudice SSA Office's reserves the right to recover any further loss or damage incurred or caused in consequence thereof, from the Tenderer.

10.8 The EMD shall be returned to the unsuccessful Bidders within a period of four (4) weeks from the date of issuing the work order to the Successful Bidder. The EMD submitted by the Successful Bidder shall be released upon furnishing the Performance Security in the required form and manner as stipulated in the Agreement.

10.9 The EMD shall be forfeited in the following cases:

- a) If the Bidder modifies or withdraws the Proposal;
- b) If the Bidder withdraws the Proposal during the interval between the Proposal due date and expiration period of the Proposal Validity period;
- c) If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by the SSA office
- d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;
- e) If the successful Bidder fails to provide the suitable candidates with in the stipulated time.
- f) Incase of SSA office finds that the performance of the bidder is not to the expected quality, then the State Project Director, SSA reserves the right of cancelation of the contract without giving any reason.



## **11. TECHNICAL DISCUSSIONS**

Technical Discussions with the Tenderer shall be arranged, if needed. The Tenderer shall depute their authorized representative(s) attending the discussions and sign the minutes of meeting on behalf of his organization. The authorized representatives must be competent and empowered to settle all technical issues.

## **12. COMPLIANCE TO TENDER REQUIREMENT**

SSA expects the Tenderer to comply with requirement of tendering document without any deviation. In any case, no exception or deviation shall be accepted. Deviation on clauses, if felt necessary, should be furnished in the technical tender itself as per the enclosed format. SSA shall not take cognizance of any deviation stipulated elsewhere in the tender.

## **13. TENDER EVALUATION CRITERIA**

- 13.1 Tendering is the responsibility of the Tenderer and no relief or consideration can be given for errors and omissions made by the Tenderer in advertently or otherwise. Tender with incomplete information is liable for rejection.
- 13.2 The Tenderer, who intends to participate shall meet the qualifying requirement as mentioned in notice inviting tender.
- 13.3 Tenders not meeting the qualifying requirements shall be summarily rejected.
- 13.4 Tenders of those Tenderer which are found to be meeting the qualifying requirement, shall be taken up for detailed evaluation.
- 13.5 In case the tender does not fully comply with the requirement of Tender document and in case the Tenderer continues to stipulate exceptions and deviations to the clauses of Tender document and if the same is not acceptable to SSA, then the tender will be rejected.
- 13.6 Proposed deployment of resources like manpower shall be complied with as per the requirements specified and will be completed prior to the commencement of work.
- 13.7 Performance of Tenderer on works executed / under execution shall be taken into consideration before selecting the Tenderer for opening of their financial part.
- 13.8 The Tenderer shall not mention their Financial terms/ rates anywhere in the Technical (Part-I) part of the tender. If Tenderer specifies or quotes Financial terms/rates Tender in the Technical (Part-I) part of the tender, then their offer shall be rejected summarily.

## **14. PROPOSAL OF THE TENDERER:**

The Tenderer shall arrange their tender in the following order:

### **14.1 PART - I TECHNICAL PART:**

- (a) Tendering document duly uploaded in all respects
- (b) Documents in support of pre-qualifying requirements as per Annexure-2.
- (c) Earnest Money Deposit of Rs.93,500 (Rs. Ninety Three Thousand Five Hundred rupee only) through online.

- (d) Service Tax Registration Certificate
- (e) Details of Technical/Skilled Manpower proposed to be deployed - in a separate annexure
- (f) Power of Attorney in the name of the person who has signed the tender in case if the owner of the Company is unable to sign the document for any unavoidable reasons.
- (g) Annual Turnover Statement for 2012-13, 2013-14, 2014-15
- (h) Details about ESI
- (i) Details about EPF
- (j) Details about Labour Laws
- (k) Details about Local bodies registration
- (l) Other statutory details, if any.

## **14.2 PART - II - FINANCIAL PART**

The Financial Part of tender shall be submitted as given in Annexure-7. Financial tender shall contain only Financials quoted by the Tenderer. The tender quote of the bidders who quote 0% as service charges will not be considered. Applicable income tax will be deducted as per prevailing rules against the bills submitted. Professional tax will be deducted as per PT rules.

## **15. TENDERER'S RESPONSIBILITY FOR QUOTATION**

Although the details presented in this tender document have been compiled with, with all reasonable care, it is the Tenderer responsibility to ensure that the information provided is adequate and clearly understood.

## **16. EVALUATION OF FINANCIAL TENDERS**

16.1. The financial tenders of only those Tenderer shall be considered for opening and evaluation whose tender is determined to be technically and commercially acceptable to SSA. Evaluation of financial tenders shall be taken up to determine the competitive Financials of the technical tenders and include the following:

- Financial tenders containing overwriting/erasures in the quoted rates shall be liable for rejection. Cuttings and overwriting shall be avoided. However, in case any cutting is unavoidable the same shall be attested by the signatory of Tender, failing which such Financial tenders shall be liable for rejection.
- On arriving at the final evaluated Financials of all Tenderer, any uncalled for lump sum / percentage / or adhoc reduction, if any, offered by the Tenderer after the last date of submission of Financials or rebates offered at any place shall not be considered for the purpose of evaluation. However, such reduction/rebate from the Tenderer, who is finally selected, shall be taken into account while issuing final order.

16.2. SSA reserves the right to negotiate on the quoted Financials.

## **17. CONTRACT DOCUMENT**

17.1 The Tenderer, whose tender has been accepted by SSA, shall enter into formal agreement with SSA at the date and place to be notified by the SSA Office.

17.2 Contract documents for agreement shall be prepared after award of works as intimated to the successful Tenderer and by a Letter of Acceptance by the Tenderer. Until the final contract documents are prepared and executed, the Tendering document together with the annexed documents and Tenderer's acceptance thereof shall constitute a binding contract between the successful Tenderer and the SSA Office. Contract documents to be signed between State Project Director, SSA and successful Tenderer, shall consist of following:

- Agreement on stamp paper of appropriate value
- Letter of Acceptance
- Detailed Letter of Award .
- Original Tendering document duly signed by the Tenderer.
- Addendum issued to Tenderer, if any duly signed by the Tenderer.

## **18. AWARD OF WORK**

The Tenderer, whose tender is accepted by SSA, shall be issued with a Letter of Acceptance prior to expiry of tender validity. Tenderer, shall confirm Acceptance by returning a signed copy of the Letter of Acceptance. SSA shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Tenderer as regards non-acceptance of their tenders. Except for refund of EMD to unsuccessful Tenderer, the SSA Office shall correspond only with the successful Tenderer.

Sd/-  
State Project Director  
Sarva Shiksha Abhiyan

**TERMS OF REFERENCE FOR PROVIDING ABOUT 30 DATA ENTRY OPERATORS TO THE OFFICE OF THE STATE PROJECT DIRECTOR, SSA KARNATAKA, BANGALORE.**

**1. BACKGROUND:**

The Sarva Shiksha Abhiyan Samithi - Karnataka is a registered society which is implementing the centrally sponsored programme of Sarva Shiksha Abhiyan (SSA) to attain the goal of Universalization of elementary education in all the districts of Karnataka state for which funds are shared between the Government of India and State Government.

**2. OBJECTIVES:**

Sarva Shiksha Abhiyan Samithi, Karnataka, is implementing the programme "Sarva Shiksha Abhiyan" in Karnataka through its State Office. The main objective of this scheme is universalisation of Elementary Education. Sarva Shiksha Abhiyan Samithi is using the Information Technology for the implementation of various activities in the state. Statistical information from Cluster, Block, District and State level will have to be periodically collected, fed in to computers, updated analyzed and reports generated according to our requirements.

Sarva Shiksha Abhiyan Samithi intends to procure the services of the Data Entry Operators for the management of the said software at state office. The Data Entry Operators will have to work at the State Project Office in Bangalore on all the working days during the office hours and co-ordinate the data collection, data entry.

**1.REQUIRED QUALIFICATIONS FOR DATA ENTRY OPERATORS**

No	Educational Qualification	Required personnel	Experience
1	3	4	5
	A pass in PUC and Certificate course in computers along with documentation and typing skills in English and Kannada languages. Data Entry Operators should be familiar in word, excel, PowerPoint presentation and internet usage. They should be of good in typing Kannada using Nudi fonts.	30	Minimum 1 year experience in relevant field.

Along with the Educational Qualification the candidates to be selected as Data Entry Operators should have:-

- good personality and well mannered to suit the ethics of working in Government offices.

- capable of raising to the needs of the occasion, take up responsibilities and achieve tasks independently and in groups.
- required to be present and work in the State Project Office on all working days during the working hours.
- prepared to work even before and beyond office hours and also on Government holidays in case the situation so demands for the completion of a particular task.

The Data Entry Operators so provided by the Agency will not in way share Employee-Employer obligations with Sarva Shiksha Abhiyan. Hence SSA will not be in any way directly or vicariously liable for any injury or damage caused to the Data Entry Operators provided by the Agency.

## **2. TASKS/RESPONSIBILITIES OF THE DATA ENTRY OPERATORS:**

<b>No</b>	<b>Name</b>	<b>Task/responsibilities are to</b>
1	Data Entry Operators	<ul style="list-style-type: none"> <li>• Entering data on the computer</li> <li>• Typing of letters in Kannada &amp; English language</li> <li>• Transcribe selected data into computer.</li> <li>• Performing the tasks assigned to them.</li> <li>• Transferring the selected data</li> <li>• Sending &amp; receiving emails.</li> </ul>

## **3. REPLACEMENT:**

1. It is mandatory that the Agency should replace the services of the DEO's whose services are found to be unsatisfactory by this office and provide suitable and equivalent replacement within seven days of information by the authorized official over phone or email. If the Agency fails to provide required number of Manpower in the stipulated period, Rs.1000/- per person/ day will be levied upon the Agency as penalty.
2. The Agency should also replace the service of DEO's who quit the service or who fails to attend the office work regularly on all working days. Those services should also be replaced immediately upon notice from the authorized official over phone or email. Failing which, after three days, Rs.1000/- per person/ day will be levied upon the Agency as penalty.

## **4. SECURITY DEPOSIT:**

Performance Security amount as per prevailing rules (5% of the total annual accepted tender amount) should be submitted to the SSA Office by the successful Tenderer before getting the work order.

## **5. DURATION OF CONTRACT**

- 5.1 The duration of contract shall be for a period of 12 (Twelve) months only. The scheduled commencement date of contract shall be from the date as indicated in the MOU.

- 5.2 The Tenderer shall be allowed a period of 7 days from the date of signing the MOU to deploy the DEO's to SSA Office.
- 5.3 Notwithstanding anything contained in any other clause, the SSA Office reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging their obligations under the contract or in the event of their becoming insolvent or going into liquidation. The decision of the SSA Office about the failure on the part of the Tenderer shall be final and binding on the Tenderer.
- 5.4 The Tenderer shall give prior notice of 3 (Three) months to SSA for termination of contract.
- 5.5 The SSA Office shall also have, without prejudice to the other rights and remedies, the right, in the event of breach by the Tenderer of any of the terms and conditions of the contract, or due to the Tenderer's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Tenderer, and recover losses, damages, expenses or costs that may be suffered or incurred by the SSA Office. The decision of the State Project Director, SSA about the breach/failure on the part of the Tenderer shall be final and binding on the Tenderer and shall not be called into question.
- 5.6 The State Project Director, SSA, also reserves the right to terminate the contract at any time during its currency without assigning any reason thereon by giving three months notice in writing to the Tenderer at their last known place of residence business and the Tenderer shall not be entitled to any compensation by reason of such termination. The decision of the State Project Director, SSA, under this clause shall be final, conclusive and binding on the Tenderer and shall not be called into question.
- 5.7 The State Project Director, SSA, on exercising the right to terminate the contract as above, the Tenderer shall withdraw the services of the Data Entry Operators at SSA office, within seven (7) days from the date of official termination. At the same time, before withdrawal, the Tenderer should make good of the damages/loses, if any, caused by the DEO's at SSA office.

## **6. LABOUR LAWS, PROVIDENT FUND, ESI**

- 6.1 The Tenderer shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules framed there under and produce the same to SSA, in the Tender document.
- 6.2 The Tenderer shall not undertake or execute or permit any other agency or sub-Tenderer to undertake or execute any work on the Tenderer's behalf through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the Contract Labour (Regulation & Abolition) Act, 1970 or any other applicable law, rule or regulation.

- 6.3 The EPF rates should be as per the GOI, Ministry of labour and employment letter no EDL1/24/amendment scheme/2014 Dated 29.08.2014 has to be noted and incorporated.
- 6.4 The Tenderer shall comply with the provisions of ESI Act and Scheme framed there under with regard to all his Data Entry Operators involved in the performance of the Contract, and shall deduct employee's contribution from the remuneration of each of the employees and shall deposit the same together with employer's contribution of such total remuneration payable to the employees in the appropriate account. Tenderer is required to submit documents/ challans towards proof of remittance towards ESI for the DEO's engaged for this work along with every RA bill.
- 6.5 The Tenderer should comply with the relevant provisions of the Employees Provident Fund Act. The Tenderer should promptly deposit P.F. deduction of the eligible contract employees plus the / employers' contribution to the RPF. For this purpose agency must submit a certificate in their Bill that PF amount has been deducted from the eligible employees and along with the employers contribution has been deposited with R.P.F.C. In support of this, the agency must furnish the challan receipt for the payment made to RPF. All supporting documents / records should be made available by the Tenderer to the Office of SSA when called for.
- 6.6 All liabilities of the Contract, remuneration and other statutory obligations in respect of the persons engaged by the Tenderer shall be borne by the Tenderer. In view of the provisions of the ESI Act, PF Act and other Acts, the Tenderer shall take necessary steps to cover its employees under the said enactments/ and shall submit proof of such compliance to SSA office monthly, or at any date upon such request, as may be made by SSA office to the Tenderer.
- 6.7 The provision of EPF & MP Act, 1952 and the Rules / Schemes there under shall be applicable to the Tenderer and the Date Entry Operators engaged by him for the work.

## **7. REMUNERATION TO DATA ENTRY OPERATORS**

1. Sarva Shiksha Abhiyan intends that the candidates posted to work as Data Entry Operators in the State Project Office should be paid the minimum consolidated remuneration of Rs.11000/-
2. The Agency shall be required to pay the monthly payment to the candidates as above and the Agency can quote their price bids keeping in view of the applicable service charges.
3. The Agency will be solely responsible for the provision for any facilities to the candidates under any of the laws under the Constitution of India.
4. The payment for the Data Entry Operators for every completed month should be paid on or before 5<sup>th</sup> day of the month directly to the Bank Account of the concerned Data Entry Operator and necessary proof of the same should be submitted along with the bills.

5. The necessary Tax deductions will be effected in the bills as per rules.
6. Leave facility of One day per each calendar month is allowed to the Data Entry Operators.
7. They have to be provided Provident Fund & Other statutory benefits as per the existing rules of the State Government / Central Government as applicable.
8. The Tenderer shall make payment to the DEO's deployed by him on the scheduled date. The Tenderer has to maintain the ECs statement (aquittance) for the payment made to the personnel deployed as DEO's. The copy of above proof shall be / enclosed along with monthly running bills.

The Tenderer shall be solely responsible to disburse remuneration due payable to the personnel deployed as DEO's promptly by 5<sup>th</sup> day of every month. If the Tenderer fails to pay the remuneration to DEO's with the relevant statutory provisions, SSA Office would impose a penalty of Rs.1000/-day for all the delayed days. This penalty period would be for a maximum of 10 days. Beyond this period, SSA office would consider of continuing the Contract.

9. The Tenderer should submit copies returns filed before EPF and / ESI of monthly remittances to the SSA Office, by 10<sup>th</sup> of subsequent month along with monthly running bills and submit the Attendance / ECs statement (aquittance) for the DEO's engaged.
10. The Tenderer shall, whenever required by the SSA Office or Government Officials authorized under the Statutes, produce for inspection, all forms, registers and other documents required to be maintained under various statutes.

#### **8. PENALTIES FOR NON-REMITTANCE OF PF & ESI CONTRIBUTION**

In the case of delay/default in payment of contribution under ESI Scheme and EPF Scheme besides the recovery of the amounts due by the Tenderer towards their contribution, penal interest and/or damages as may be levied by the ESI or PF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their running bills. In the event of cessation of the contract due to any reason whatsoever, the Security Deposit will be refunded only after due satisfaction as regards the payment of ESI and EPF dues by the Tenderer.

#### **9. GOVERNMENT AND LOCAL RULES**

The approval from any authority required as per statutory rules and / regulations of Central/State Government shall be responsibility of the Tenderer.

#### **10. FIRST AID**

The Tenderer shall provide necessary First Aid Facilities to his personnel.

#### **11. GENERAL**

- 11.1 The Tenderer shall furnish in writing the list of persons to be deployed by him. He shall not engage persons below 18 years of age.



11.2 If any of the workers employed by the Tenderer is found indulging in acts subversive of discipline, the same will be brought to the knowledge of the Tenderer and he shall arrange for replacement of such personnel.

## **12. ARBITRATION**

12.1 If any dispute arising out of this contract shall be settled as per the Arbitration and Conciliation Act 1996.

12.2 In the event of any dispute as to the interpretation of any of these provisions, such dispute shall be settled through mutual negotiations or by appointing a sole Arbitrator mutually agreed upon or an Arbitrator from panel of Arbitrators of Indian Council of Arbitration.

12.3 In the event of a reference made to an Arbitrator, the decision of the Arbitrator shall be final and binding on both the parties of this agreement and shall not be called into question.

12.4 Subject as aforesaid, the Arbitration & Conciliation Act, 1996, shall apply to the arbitration proceedings under this clause and such arbitration shall take place in Bangalore.

12.5 The Costs of and in connection with arbitration shall be decided by the Arbitrator at his sole discretion, who may make a suitable provision for the same in his Award.

## **13. CONSTITUTION OF THE TENDERER**

The Tenderer shall not change the composition during the currency of the contract without the prior approval of the SSA Office. Any happening like Death! Resignation of any partner/director/member shall be intimated within 3 working days of such happening, in writing, to SSA Bangalore.

On receipt of such notice, the SSA Office reserves the right either to terminate or continue the contract. In the event of any dispute, legal or other proceedings by any party or parties concerning the constitution or composition of the Tenderer, the SSA Office reserves the right to take such necessary action as it deems fit, including termination of contract and withholding payments due or accrued to the Tenderer.

## **14. SUBLETTING**

The Tenderer shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of the SSA Office.

## **15. LAWS GOVERNING THE CONTRACT**

The Contract will be governed by the Laws of India in force from time to time and as amended or made from time to time.

## **16. COMPLIANCE OF STATUTORY PROVISIONS**

16.1 The Tenderer shall comply with the provisions of the Minimum remuneration Act (Central/ State), if applicable and as applicable, Contract Labour (Regulation & Abolition) Act, 1970 read with the Central Contract Labour (Regulation & Abolition)

Rules, 1975, ESI Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act, 1952, and any other law applicable for the employment of Contract Services as amended from time to time.

- 16.2 The Tenderer shall be solely responsible to comply with all Acts, Laws, Rules and Regulations, as may be applicable from time to time in respect of running of the services and shall pay all taxes, debts and/or levies as may be levied by the appropriate Government/local bodies and other authorities in this regard, and the Tenderer shall indemnify the SSA Office against all claims, loss, damage and costs thereof in case of any breach of any of these Acts, Laws, Rules and Regulations.
- 16.3 The Tenderer shall have separate ESI/ EPF code number on their own name and ensure prompt payment and submission of related returns on time to the authorities concerned and produce documentary evidence to that effect. The Tenderer should have separate EPF and ESI Code numbers for DEO's. The Tenderer should ensure remittance of EPF and ESI, to the respective accounts of the individual DEO's. SSA reserves the right to check the records.
- 16.4 The Tenderer has to submit to RLC's Office by January / July of every year In Form XXIV of Contract Labour (Regulation & Abolition) Act, 1970.

#### **17. THE SSA OFFICE NOT BOUND BY PERSONAL PRESENTATIONS**

- 17.1 The Tenderer will be the employer for all the DEO's deployed for the Contract and in no case shall these personnel be treated as the employees of Sarva Shiksha Abhiyan of Bangalore at any point of time.
- 17.2 All risks of loss or of damage to property and of personal injury and death which arise during and in consequence of the performance of the contract are the responsibility of the Tenderer.
- 17.3 The Tenderer shall be personally responsible for any theft, dishonesty and/or disobedience and discourteous behavior on the part of the Data Entry Operators so provided by him .
- 17.4 The Tenderer shall not transfer or assign or sub let any part of the service once agreed or any share or interest herein in any manner or degree directly or indirectly to any person, firm or to company whatsoever.

**ANNEXURE-1**

**TECHNICAL PROPOSAL STANDARD FORM**

**Format for Letter of Proposal**

**(On the Letter head of the Bidder)**

**Date:**

**To,**

**The State Project Director**

Sarva Shiksha Abhiyan  
Annexe Building,  
Nrupatunga Road  
Bangalore -560 001

Sir,

Sub: Providing services of Data Entry Operators to State Office

Being duly authorised to represent and act on behalf of .....  
(hereinafter referred to as "the Bidder"), and having reviewed and fully understood the  
Proposal requirements and information provided, the undersigned hereby submits the  
Proposal for the project referred above.

We confirm that our Proposal is valid for a period of 90 days from .....  
(Proposal Due Date)

Yours faithfully,

.....  
(Signature of the Authorised Signatory of Bidder)

.....  
(Name and designation of the Authorised Signatory of Bidder)

**ANNEXURE-2**

**TECHNICAL BID  
(Pre-qualification Requirement)**

**NAME OF THE WORK : PROVIDING DATA ENTRY OPERATORS TO SSA**

This table has to be filled in by the prospective Tenderer without fail. Details of contract undertaken & annual turnover of the Tender for the preceding 3 years shall be given.

<b>Sl.No</b>	<b>Description</b>	<b>Contract Period</b>	<b>Particulars to be furnished by the Tenderer</b>
1	Name of work & Description	2012-13 2013-14 2014-15	
2	Contract Details a) Name of Client b) Name & Address of Client's contact person c) Telephone & Fax No a) No of DEO's provided to the client.	2012-13	
	Contract Details a) Name of Client b) Name & Address of Client's contact person c) Telephone & Fax No b) No of DEO's provided to the client.	2013-14	
	Contract Details a) Name of Client b) Name & Address of Client's contact person c) Telephone & Fax No c) No of DEO's provided to the client.	2014-15	
3	<b>Supporting Documents</b> a) Work order (Copy to be furnished) b) Contract completion certificate (Copy to be furnished)	2012-13	
	<b>Supporting Documents</b> a) Work order (Copy to be furnished) b) Contract completion certificate (Copy to be furnished)	2013-14	
	<b>Supporting Documents</b> a) Work order (Copy to be furnished) b) Contract completion certificate (Copy to be furnished)	2014-15	

4	Details of Annual Turnover of Tenderer preceding three years:	2012-13 2013-14 2014-15	
5	Whether Audited Balance Sheets & Profit & Loss Account submitted.	2012-13 2013-14 2014-15	YES/NO YES/NO YES/NO
6	Net worth	2012-13 2013-14 2014-15	
7	Banker's details - Name and Address Type of account & No.	2012-13	
	Banker's details - Name and Address Type of account & No.	2013-14	
	Banker's details - Name and Address Type of account & No.	2014-15	

**Note:**

- 1) Tenderer shall furnish the experience details as above only of those contracts, which they consider suitable for meeting the qualifying requirements specified in the Notice Inviting Tender. SSA reserves the right not to evaluate any other contract details. Details of more contracts may be furnished in the same format, if desired.
- 2) Tenderer may note that non-submission of relevant supporting documents will lead to rejection of their tender. It shall be ensured that all relevant supporting documents are submitted along with their tender in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information
- 3) If the Tenderer has executed/completed similar nature of work (as called in Experience Criteria of NIT (Notice Inviting Tender, then it is the responsibility of the Tenderer to produce documentary evidence from Client to establish the value and description of such works and that the Tenderer meets the experience requirements of tender

**UNDERTAKING**

1. I / We have read and agree to adhere by all terms and conditions of the same.
2. I/ We hereby state that none of the service personals of mv / our organization is a relative of any employee of SSA and that none of the employees of SSA is a beneficiary of mv/ our organization including in the capacity as part- time employee, agent, partner or shareholder.

**SIGNATURE OF TENDERER  
WITH OFFICIAL SEAL**

### ANNEXURE-3

This table has to be filled in by the prospective Tenderer without fail. Self- attested copies of certificates of registrations under various departments of State and Central Government to be furnished.

<b>SL No.</b>	<b>Description</b>	<b>Details to be furnished by Tenderer</b>
01	PF Registration No. 1) District 2) State	
02	ESI Registration No. 1) District 2) State	
03	Service Tax Registration No 1) District 2) State	
04	Income Tax/ PAN No	
05	Certificate of Incorporation (in case of Company)	
06	Registration obtained from labour / SIS Department	
07	Any other Statutory registration obtained	

I / We confirm that all the above registrations are under operation presently and shall be used for all related activities

**SIGNATURE OF TENDERER  
WITH OFFICIAL SEA**

**ANNEXURE-4**

**CRITERIA FOR EVALUATION**

**Name and Postal Address of the Bidder along with Contact details**

Sl.No	Attribute	For the use of Officers only	
		Points Allotted	Points Obtained
1.	Tenderer shall have their <b>registered/ corporate</b> office/ regional office and business Establishment located in Bangalore	If "No", reject the tender	
2.	The Tenderer should be a Facility Management Agency with more than 100 personnel with fully operational facility and experience in executing similar projects in the area of Government / PSU service	If "No", reject the tender	
3	The annual value of single largest contract at a unit should be not less than Rs.50 lakhs per annum on a daily operation	If "No", reject the tender	
4	Tenderer has minimum three years i.e., 2012-13, 2013-14, 2014-15 experience as Facility Management Agency.	If less than three year experience in private or government sector, reject the tender.	
5	If Tendering Agency (Service Provider): a) Is the concern incorporated under the Companies Act of 1956 b) Specific license from the Labour Department/ Inspector of Factories/ Shops/ Labour for undertaking service contract c) Registration / Allotment no. for ESI d) Registration / Allotment no. for EPF e) Detail of Record Maintenance as per Contract Labour (Regulation and Abolition) <u>Act, 1970</u> f) Any system for verification of antecedents of candidates available <u>Live Register</u> g) Any scheme of insurance coverage prevalent for	a) =16 points  b) =16 points  c) If "No" reject the tender d) If "No" reject the tender e) =08 points  f) =08 points  g) =08 points	

	manpower supplied under service contract h) Any other social security scheme for workers i) Satisfactory Service certificate from Govt/PSU sector clients (Attach proof of all above items)	h) =08 points i) =20 points	
6	Income Tax Permanent Account Number (PAN) (attach proof of allotment, it should be allotted to the bidder)	If "No" reject the tender	
7	Whether Income Tax return filed for the past 3 years i.e., for the year 2012-13, 2013-14, 2014-15 (attach proof)	= 16 points	
8	Service Tax Registration Number _____ (attach proof of allotment; it should be allotted to the bidder)	If "No" reject the tender	

Maximum points allotted .....100 points (Hundred)

Note: The bidder who has maximum points among all the Tenderers will be the Bench Mark for comparison with other Tenderers. If any Tenderer having less than 35 of Bench Mark, then such Tenders or who fail to meet the technical qualification criteria, may be dropped at the discretion of the SSA.



### ANNEXURE-5

This table has to be filled in by the prospective Tenderer without fail. Details of Tenderer's profile are to be furnished in the following proforma.

Sl.No.	Subject	Details
1	Name and address of the Tenderer	
2	Whether a Proprietor/ Partnership/Company/Any other? - Please indicate	
3	If Company, please indicate whether a Private Company or Public Company.	
4	PAN issued by the Income Tax Dept. (a copy of PAN to be enclosed)	
3	Official address of the Tenderer (If a Company please indicate registered office address and corporate address separately)	
4	Name and address of the person submitting the tender whose photograph is affixed above (In case of proprietor/partnership firms, the tender has to be signed by proprietor or one of the partner only, as the case may be)	Shri/Smt,
5	Telephone number of the Tenderer	(Of) : (Res): (Mobile): (Fax): (e-Mail):
6	Registration and incorporation particulars of the Company. (If Partnership or Proprietorship, please indicate registration details obtained from local authority)	
7	Name/s and address of Proprietor/Partner/Directors to be furnished	1. 2. 3. 4.
8	Bank Details 1. Name and address of the Bank: 2. Bank Account No 3. Type of Account	

Note:

1. The Tenderers, as the case may be, shall submit self-attested copies of PAN Card, Certificate of Incorporation, Certificates of registration from local authorities, Partnership Deed, Articles and Memorandum of Association.
2. Authorization letter of the Company in case the person signing the tender document is an authorized representative of the company.
3. The tender is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the tender documents, with the Identity and signature proof.
4. Please attach a copy of last income tax return.

I/W e hereby declare that the information furnished above is true and correct to the best of knowledge and belief.

Place:  
Date:

SIGNATURE OF TENDERER  
WITH OFFICIAL SEAL

**ANNEXURE-6  
CHECK LIST**

The tenderer shall check the following parameters before submitting the tender

<b>SINo</b>	<b>Enclosure Details</b>	<b>Remarks</b>
1	Name & Address of Tenderer with photograph	Yes /No
2	Tendering document duly uploaded in all respects	Yes /No
3	Documents in support of pre-qualifying requirements as per Annexure-I,	Yes/No
4	EMD of Rs.93,500 (Ninety Three Thousand Five Hundred rupee only) through online	Yes/No
5	Service Tax Registration Certificate	Yes /No
6	Authorization letter of the Company in case the person signing the tender document is an authorized representative of the Company.	Yes /No
7	Power of Attorney in the name of the person who is authorized to attend Pre-bid tender meeting	Yes/No
8	Annual Turnover Statement enclosed	Yes/No
9	Registration mention years <ul style="list-style-type: none"> <li>• ESI</li> <li>• EPF</li> <li>• Labour Laws</li> </ul>	Yes/No
10	Enclosed copies of latest Returns filed in respect of years <ul style="list-style-type: none"> <li>• IT</li> <li>• ESI</li> <li>• EPF</li> </ul>	Yes/No
11	Copy of Pan card enclosed	Yes/No
12	Copy of Registration and incorporation particulars of the (If Partnership or Proprietorship a copy of Partnership Deed/ Registration certificated issued local authorities)	Yes /No
13	Bank details furnished	Yes /No
14	Registration obtained from Labour Department	Yes/No
15	Other statutory details, if any.	

**ANNEXURE – 7**  
**FINANCIAL PROPOSAL (PRICE BID)**

From

To

\_\_\_\_\_  
\_\_\_\_\_  
Bangalore.

The State Project Director  
SSA, Karnataka.

Sir,

We the undersigned offer to provide the services of qualified Data Entry Operators in accordance with your 'Request for Proposal' and our Technical Proposal. Our financial proposal is as follows:

**Remuneration Components for Outsourcing staff with all contributions and deductions**

<b>Sl. No</b>	<b>Details</b>	<b>Data Entry Operators</b>
1	Remuneration	12326
<b>Employee contribution</b>		
2	PT	150
3	EPF 12%	960
4	ESI 1.75% (Gross Pay)	216
5	<b>Net Remuneration</b>	<b>11000</b>
<b>Employer's contribution</b>		
6	EPF 13.36% of remuneration	1069
7	ESI 4.75% of remuneration	586
8	<b>Service Charges</b>	
9	<b>Service Tax on 1+6+7+8 @ 14%</b>	
	<b>Grand Total 1+6+7+8+9</b>	

Note:

- 1) The tender quote of the bidders who quote 0% as service charges will not be considered.
- 2) Applicable income tax will be deducted as per prevailing rules against the bills submitted.
- 3) Professional tax, ESI & EPF remitted on their should as per rules.

**Signature of the Authorized Signatory.**

**Name and Designation**

**Address**

\*\*\*\*\*