



Government of India
Department of Telecommunication
O/o Controller of Communication Accounts
Bihar Circle, CCA Building, Budh Marg,
Sanchar Parisar, Patna-800001

Tender No. CCA BR/01-Tender Security/03/2017/215

Dated:- 19-06-2018

TENDER FOR SUPPLY OF SECURITY GUARD IN THE O/O CCA, BIHAR CIRCLE, PATNA

On behalf of the President of India, online bids are invited from reputed and established supplier for supply of Security Guard for 24 hours on rotational basis initially for a period of one (01) year. It can be extended to further period of six month with the approval of competent authority. **The manual bids shall not be accepted.**

2. The estimated cost for one year will be about Rs. 15,00,000/- (Rupees Fifteen lakhs only) approximately. This is only estimation. The actual amount shall depend upon actual deployment. The amount of EMD and security deposit will be Rs. 45,000 (Rupees Forty five thousand only) and 10% of Tender Value to be given in the form of Bank draft from any nationalised Bank.

3. **Cost of Tender Document : Rs. 560.00 (non-refundable)**

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

Published Date	20/06/2018 (16.00 PM)
Bid Document Download/Sale Start Date	20/06/2018 (16.00 PM)
Clarification Start Date	20/06/2018 (16.00 PM)
Clarification End Date	27/06/2018 (16.00 PM)
Bid Submission Start Date	20/06/2018 (16.00 PM)
Bid Document Download/Sale End Date	11/07/2018 (16.00 PM)
Bid Submission End Date	11/07/2018 (16.00 PM)
Bid Opening Date	12/07/2018 (16.00 AM)

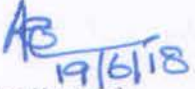
5. Bids shall be submitted online only at CPP website:
<https://eprocure.gov.in/eprocure/app>.

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

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

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

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


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

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

TENDER NO. CCA BR/01-Tender Security/03/2017/
DEPARTMENT OF TELECOMMUNICATIONS
O/o Controller of Communication Accounts
Bihar Circle, CCA Building, Sanchar Parisar, Budh Marg, Patna.

GENERAL TERMS AND CONDITIONS

Sub: Notice Inviting Tender for providing Security Guards -regarding.

1. Parties: - The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and the Government of India through the Department of Telecom for and on behalf of the President of India.

2. Addresses:- For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement to the office of CCA, Patna. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. Earnest Money:

3.1 Signed and scanned copy of demand draft on any nationalised bank at Patna in favour of **AO(Cash) O/o CCA, Bihar Circle, Patna** in r/o EMD for Rs. 45000/- must be uploaded on or before Bid submission end date/time. The hard copy of the same has to be delivered to Dy CCA, O/o the CCA, Bihar Circle, CCA Building, Sanchar Parisar, Patna-800001 on or before bid submission end date/time. The validity of the demand draft need to be up to 6 (six) months starting from last date of submission of Tender.

3.2 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by O/o CCA in respect of any previous work will be entertained.

3.3 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid demand draft will be forfeited to the Government.

3.4 The tenders without Earnest Money will be summarily rejected.

3.5 The EMD will be forfeited if:-

- (a) The bid documents namely Technical Bid and Commercial Bid are not uploaded separately.
- (b) The contractor does not provide the Security Guard within stipulated period after awarding of tender.

3.6 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as:-

(a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.

(b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

Note:

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

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

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

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

5. Technical Bid:

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

- (i) Signed and Scanned copy of registration of firm/company.
- (ii) Signed and Scanned copy of PAN Number.
- (iii) Signed and Scanned copy of GST registration issued in favour of the firm.
- (iv) Signed and Scanned copy of I.T return for last two financial years 2015-16 & 2016-17.
- (v) Signed and Scanned copy of experience certificate of last two years with at least 25% of Tender Value.
- (vi) Signed and scanned copy of duly filled Tender acceptance letter (Annexure I).

- (vii) Signed and Scanned copy of Registration with EPFO, ESIC and RLC
- (viii) Signed and scanned copy of duly filled Technical information & undertaking (Annexure II).

6. Commercial Bid:

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

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

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

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

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

6.3 Rates quoted in duly filled BOQ should be inclusive of all taxes & levies except GST.

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

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

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

7. Validity of the Bids:

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

8. Criterion for Evaluation of Tender:

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

9. Right of Acceptance:

9.1 The Controller of Communication Accounts (CCA) Bihar reserves all rights to reject any tender including of those tenderes who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of CCA Bihar, in this regard shall be final and binding. CCA

Bihar reserves the right to award the Tender to one or more than one vendors. CCA Bihar also reserves the right to amend, modify, add or delete any terms and condition of the tender in the interest of the Deptt. without assigning any reason. In case of award of Tender to more than one contractor, Security Deposit will be asked on pro-rata (lump sum) basis.

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

10. Communication of Acceptance:

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

11. Security Deposit:

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

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

12. Penalty:

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

(b) The powers of the CCA, Bihar Circle, Patna under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided.

13. Disclaimer

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

14. Breach of Terms and Conditions:

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

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

15. Subletting of Work:

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

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

17. Terms of payment:

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

17.2 The contractor shall submit the complete bill in all respect at each stage preferably in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.

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

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

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

18. Arbitration:

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


(Arun Kumar)

Dy CCA
O/o CCA, Bihar Circle
Patna- 800001

Terms and Conditions Specific to the Contract

Contract for providing Security Guards at O/o the CCA,(CCA Building), Bihar Circle Patna as per Scope of Work @ six (06) un skilled guards for 365 days (2190 man days) (for 8 man hours per day), Total Man Hours = 17520.

1. Contractor shall ensure compliance with Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, Employees Provident Fund Act, CLRA and the rules made there under all the statutory liabilities as per labour laws including wages, bonus, leave gratuity, EPF, ESIC etc, in respect of the personnel assigned to duty at the CCA Office, Patna. The contractor shall provide details of the registration with Employees State Insurance Corporation (ESIC)/Employees Provident Fund (EPF)/Registration with RLC. The firm should have executed Labour Contract in the past and should have got valid Labour Licence from Labour Commissioner, EPF No., ESI No., Income Tax PAN No., etc.
2. The contractor should be registered for carrying out such services at State Govt./Central Govt./PSUs/Registered Societies only.
3. The Contractor/ Firm should not have blacklisted by any Central/State/ Public Sector Undertaking/ Registered Societies during last 3 years and that Contractor/Partner in the firm have not been prosecuted/convicted for any criminal offence nor any matter/case is pending for investigation/trial before any Civil Authority or in Court of Law.
4. In case of unsatisfactory performance penalty at the rate of 5% (Five per cent) of the monthly contracted value or the number of workers not provided by the contractor in a particular month in terms of days multiplied by the minimum wages, whichever is higher will be deducted from S.D. first & then from other payables. S.D. to be made good by the contractor within 7 days from the date of intimation.

In addition, the contract will be liable to be terminated at any time giving 15 days notice and forfeiting the Security Deposit.

5. Workers will be paid wages as per current rate of Minimum Wages of respective schedules. Workers should be paid their wages through their valid bank accounts. **The contractor should give an undertaking that the minimum wages to his labourers shall be paid through Nationalised Banks and a proof of the same shall be submitted before claiming payment from CCA office.** The contractor will not, repeat, will not open the bank account in joint name with the contract labourers. In case, the contractor opens joint account with the contract labourer for payment against the contract, the subject contract is liable to be cancelled at his risk and cost and the contractor will be black listed. **The offers of those contractors not submitting this undertaking shall be treated as unresponsive and shall be summarily rejected.**
6. The contractors are required to pay his workers by 7th of the following month irrespective of the fact that he has received payments from the office for that month or not and no sub-contract for the work shall be allowed. The contractor is responsible for safety of workmen while they are in the job and O/o the CCA shall not be responsible for payment of compensation for any accident occurring during the work. The contractors are required to equip their employees with all required safety equipments etc.

7. The contractor will have to ensure all time high quality of work in the premises, mentioned above.
8. The shift timings and strength of workmen/staff on duty is to be decided by the contractor in consultation with Dy CCA/CCA office. **Normal duty hours of each person will be 08 hours excluding lunch break of 0.5 hour without effecting the office security.**
9. The contractor shall be responsible for his employees for observing all the Security & Safety regulation.
10. In case CCA office suffers any loss etc of whatever nature on account of contractor / employees not following the General / Security / Safety regulation/Instructions, the contractor shall be liable to make good all such losses as may be determined by the CCA at its sole discretion and the CCA shall have the right to recover for all such losses etc. from the dues payable to the contractor.
11. The Contractor is required to submit necessary Police Verification forms duly filled in with photographs of the persons to be engaged by contractor to the Dy CCA, CCA office.
12. The rates quoted herein shall be firm for the contract period and include all contractual obligations to carry out the above job. No escalation of prices would be allowed during the currency of the contract.
13. The contractor's staff will not be treated as O/o CCA staff for any purpose whatsoever and facility/benefits entitled to O/o CCA, Patna will not be applicable to contractor's employees. The contractor shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time and particularly EPF, ESI, GST, etc .
14. The contract can be terminated by CCA at any time by giving 15 days notice. The contractor may terminate the contract by giving minimum of one month notice.
15. The Contractor shall ensure that all the employees engaged by the contractor are free from any communicable contagious infections and other diseases. If in the opinion of the CCA, any employees of the contractor is found to be suffering from any such disease, the CCA at its sole discretion may ask the contractor to remove such employees from entering the premises.
16. **The persons employed by the contractor shall wear prescribed Uniform and neatly dressed with leather shoes and shall possess identity card bearing photograph (by contractor) while on work.**
17. If any employee of the contractor is found to commit any misconduct or misbehaviour, the CCA at its discretion may ask the contractor to remove such employee without questioning the decision of the CCA in this respect and arrange immediately suitable replacement. CCA will be entitled to restrict such employees from entering the premises.
18. If the contractor fails to complete the work or any portion thereof as agreed upon or fails to comply with any direction given to him, CCA shall terminate the contract and forfeit the security deposited. The Contractor shall also be liable for

any expenses, loss or damage which the CCA Office may incur or sustain by reasons due to contractors fault. If it exceeds the amount of security deposited, the same shall be recovered from the dues payable to the contractor.

19. The premises covered in this contract shall be in possession of the CCA and the contractor is only permitted to enter the premises to render services herein mentioned whenever the contract comes to an end or CCA decides that the contractor should not carry out the work herein in that event CCA will be entitled to restrain the contractor from entering the said premises.

20. Contractor should employ only adult workers not below the 18 years of age and not exceeding 60 years of age.

21. The Contractor has to prepare and submit the planning schedule, programme chart, deployment details etc in consultation with the Dy CCA, O/o the CCA, Patna. Bank Account No., Name of Banker of the Contractor, IFSC/RTGS Code etc should also be provided at the time of agreement.

22. The Contractor shall maintain a register of wages-cum-muster roll. He shall be liable to show the same as and when called upon and a failure of this may entail imposition of fines and/or termination of contract.

23. There will be a periodical as well as surprise checking of the services provided by the Contractor for the subject job by the representative of CCA. In case of default the contract will be short closed forfeiting the performance security deposit.

24. The Contractor will have to abide with Labour Laws including Payment of Wages Act, Minimum Wages Act, Contract Labour Regulation Act, Workmen's Compensation Act, and other legislations and notifications of Government made applicable from time to time. The provisions of these labour laws shall be made applicable to the Contractor's labourers as the case may be during the period of contract.

25. Contractor has to submit a copy of licence granted to him under Contract Labour Regulation and Abolition Act, 1970 (and the rules made there under by the Authorities) within a period of 30 days of the awarding of the contract.

26. The contractor will have to take out the following Insurance Policies to cover all the risk and keep them valid till the successful completion of the contract.

- (i) Workmen's Compensation
- (ii) Risk/Liability of the 3rd party.

27. **Payment Terms:-**

Payment shall be made on monthly basis on submission of :-

- a. Job Completion Certificate
- b. Attendance Sheet
- c. Wage disbursement through Bank Against submission of documentary proof.
- d. EPF challan to be submitted alongwith relevant documents. The EPF payment shall be disbursed on producing proof of statement of EPF disbursement of each contract labourer.
- e. ESIC – proof of ESIC registration shall be given, within one month from issuance of Supply Order.

Tender No. CCA BR/01-Tender Security/03/2017
 DEPARTMENT OF TELECOMMUNICATIONS
 O/o Controller of Communication Accounts
 Bihar Circle, CCA Building, Sanchar Parisar, Budh Marg, Patna.

TENDER FORM-I TECHNICAL INFORMATIONS AND UNDERTAKING

Sub: Notice Inviting Tender for providing Security Guard-regarding.

1. Name of the Tenderer/Concern: _____
2. Address (with Tel. & Mob. No.): _____
3. Address and telephone number of office at Patna: _____
4. Nature of the concern _____ (i.e., Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization.)
5. Registration Number of Tenderer/Concern (Under shop and commercial establishment act or any other relevant Act, attested photocopy of registration should be attached), if available.
6. (i) Photo copy of Income Tax Returns for the last two years has been attached: _____ (Yes/No)
- (ii) PAN Number and GSTIN No. of Tenderer/Concern: _____

 (Attested copy should be attached)
7. Demand draft No. _____ Dated _____ from bank name _____ Amounting to Rs. as Earnest Money Deposit (to be enclosed)
8. Whether Tender Acceptance letter have been signed .
9. List of Important Organizations with address and Telephone number to whom services have been provided during the last two years with period of contract (Summary may be uploaded on separate sheets for each contract and period and amount of contract; remarks/observations/appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer), if available.
10. Any other information important in the opinion of the tenderer.

(Signature of Tenderer)
 With stamps of the firm)

Dated : Place :

FINANCIAL BID INSTRUCTION

For the tender for Providing Security Guard in the O/o CCA, Bihar Circle,
Department of Telecommunications, Patna.

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

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

2. Administrative/Service charges – The tenderers shall be required to quote only administrative/ Service charges per contract employee per month which shall be the deciding parameter for award of the contract in the BOQ to be filled.

Component of rates	Rate in Figure Rs	Rate in words Rs
Admn/Service Charges per contract employee per month		

Note:

I. The tenderer shall be liable to make payment to the contract employees as per the statutory liabilities and claim the same from the Department. The incident of above statutory payment shall be worked out by the Department and the tenderer need not quote against the same.

II. All statutory liabilities will rest with the tenderers.

III. The statutory payments to the contract employees are fixed rates and no variation shall be acceptable under any circumstances.

IV. The administrative changes should be duly filled in BOQ as mentioned 6.1(i) of General Terms and Conditions.

PRICE BID UNDERTAKING

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

To,

Dear Sir/Madam,

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

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

Yours Faithfully,

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender / Work:-----

Dear Sir,

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

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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

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

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

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

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

ASSISTANCE TO BIDDERS

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

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

DEED OF AGREEMENT

The agreement made this day on -----between -----, Represented by Shri/Smt -----having its Branch office at ----- . (herein after called the first party).

AND

ACCA(Admn.), O/o Controller of Communication Accounts, Bihar Circle, Patna. (herein after called the second party).

WHEREAS the Second Party is desirous of utilizing the services of M/s -----, on job contact basis for making proper watch & ward arrangement in the premises of the second party.

WHEREAS on the requisition of the second party, the First party has agreed to provide services of their Six personnel (6 Security Guards) as per details below, on job contract basis for making effective & efficient watch & ward arrangement round the clock in the establishment of second party has accepted the offer of the first party.

Terms and Conditions included in the Tender No. ----- as published in NIT dated ----- will also form part of this agreement.

Now this agreement witnessed as follows:-

In consideration of the payment hereinafter agreed to be made by the second party to the first party, the first party has agreed to provide the security services in the establishment of second party, as given below:-

SCOPE OF WORK:

1. Duty hours will be all seven days of the week (Regular overtime & stretching of duties beyond 8 hours will not be accepted by O/o CCA, Patna for the shortage of manpower deployed). The timings of shifts will be as per directions of O/o the CCA
2. It will be duty of the Guard to open the locks of all the rooms of office etc. and close the locks in the evening. He will maintain the duty log before deployed and give daily feedback to his reporting officer.
3. Security as well as care of officials/visitors of I.Q. is to be given by the guards. It will also be the duty of the security guards to attend the guests in night w.r.t. IQs etc.

4. Entry/exit record of persons with timings will be maintained by the Guards. All consignments in and out of the CCA building will be recorded by the Guards.
5. To regulate the points of entry & exit round the clock in order to prevent unauthorized entry of people and unauthorized removal of any property from the premises of the establishment as well as CCA Building, Patna.
6. To co-ordinate with the local police authorities as and when necessary and with the prior consent of the second party.
7. To assist the management in the prevention of loss by fire.
8. To frame suitable standing orders in consultation with second party for the efficient discharge of the duty by the security personnel. Any change in the allocation of duties shall be made with the prior & written consent of the second party.
9. Security guards shall take all necessary measures and action to prevent theft, pilferage, burglary, loss or damage to the assets of the CCA office. The security Guards on duty shall not leave the premises until his reliever reports for duty.
10. The Security personnel will not allow any criminal activity like drinking, gambling, money lending, fighting, rioting, dharnas or such other mal-practice/undesirable acts in the premises of the CCA office and its vicinity.
11. The Security personnel whose services are provided shall at all-time will comply with the directions and information which will be given from time to time by the Sr. AO(Admn) O/o the CCA Patna.
12. a) The contractor will provide the following items/article at its own cost:
 - i) Identity Card to all Security Guards with their mobile number.
 - ii) Whistle, Baton, Turch and Cells to the personnel on duty.
 - iii) Rain coats to their personnel for rainy season.
 - iv) Two Uniforms (Summer & Winter) with one set of boots for on duty personnel.
 - v) Regular monthly First-aid & Fire Training.
 - vi) Free cap with Logo, dark navy Blue trousers with sky blue full sleeve shirt, belt, name plate, lane yard.

- b) The contractor will keep a complaint book for recording any complaints from the users. This book will be submitted to AO (Admn), O/o CCA office on weekly basis.
- c) The contractor will ensure round the clock provision of contract workmen in shift basis.
- d) The contractor will arrange Police Verification Report for all security guards.
- e) The contractor shall ensure maintaining of high level of discipline by his employees and will also not allow any unwanted person to enter the above premises.
- f) All Security Guards need to have mobile number.
- g) Any misuse of the official security telephone number provided to the security persons shall be charged with in contractor.

13. Tender document including "notice inviting tender" will form part of this agreement & accordingly, all Statutory Acts & Government of India instructions etc are binding on the contractor. It has to be also registered under PSA act of Government.

Details of Manpower:

Security Guard - 06 (Two Guard each in three shifts)

This manpower could be increased or decreased as per the requirement of the second party. However, the second party has to give a notice of 7 days for any such requirement and the first party will accordingly make arrangements.

BINDING:

It shall be binding on the first party that it does not directly or through its security personnel divulge any secret or sensitive information of the second party, which comes to their knowledge in the discharge of their duties. Similarly, it shall be binding on the second party that they do not interfere with the administration and management of the first party.

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

SCHEDULE OF PAYMENT:

1. Payment shall be made on monthly basis on submission of :-
 - a. Job Completion Certificate
 - b. Attendance Sheet
 - c. Wage disbursement through Bank Against submission of documentary proof of pervious month.
2. a) EPF challan/ECR to be submitted alongwith relevant documents. The EPF payment shall be disbursed on producing proof of statement of EPF disbursement of each contract labourers.
 - b. ESIC – proof of ESIC registration shall be given, within one month from issuance of Supply Order & ESIC challan need to be given.

ENFORCEMENT OF LABOUR LAWS:

The first party will ensure that the relevant labour laws are duly complied with. The first party shall be solely responsible for compliance with various laws which may have any bearing on the employment by him, of the personnel used by him for rendering services to the O/o CCA. The first party undertakes to meet all the statutory requirements as provided by the legislation governing labour practices or any other employment issues. In case of violation of any legal provision having its applicability to the present Contract or its subject matter, the sole liability, whether vicarious or other, shall be that of the first party and not of the O/o CCA.

PERIOD OF CONTRACT:

Initially the period of contract will be for one year (01) with effect from date of signing of the agreement. The contract may be further extended for another one (01) year based on satisfactory performance and mutually agreed terms and conditions. However, it will be open for either of the parties to terminate the contract by giving one-month clear notice in writing or payment of one month billing in lieu.

ARBITRATION:

In case of any dispute arising out of or in relation to any matter related with this agreement, the same shall be referred to arbitration. The CCA may appoint Gazetted Officer as an Arbitrator. The language of the proceedings shall be English and the venue shall be Patna. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act,. The arbitration award of the aforesaid sole arbitrator shall be final and binding on the parties to this agreement. This agreement shall be governed by the Laws of India. In the event of any provision of this agreement being held as invalid or unenforceable under the applicable laws, the remaining provisions of this agreement shall remain in full force and effect.

Witnesses

First Party

(Signature of the First Party)

1.

2.

Second Party

(Signature of the Second Party)

1.

2.

(24) 25
65

|| 100 non-judicial stamp paper

INTEGRITY PACT

Between

Full Name of Employer "EMPLOYER"

hereinafter referred to as

"EMPLOYER",

and

(_____
_____)

hereinafter referred to as

"The Bidder/Contractor"

Preamble

EMPLOYER intends to award, under laid-down organisational procedures, contract(s) for _____ package. EMPLOYER values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, EMPLOYER and the above named Bidder/Contractor enter into this agreement called 'Integrity Pact' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of EMPLOYER

- (1) EMPLOYER commits itself to take all measures necessary to prevent corruption and to observe the following principles :

Integrity Pact

- a) No employee of EMPLOYER, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
- b) EMPLOYER will, during the tender process treat all Bidder(s) with equity and fairness. EMPLOYER will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (c) EMPLOYER will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process

(2) If Chairman and Managing Director obtains information on the conduct of any employee of EMPLOYER which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to EMPLOYER, or to any of EMPLOYER's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder/Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices,

specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by EMPLOYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - e) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/informations in order to influence the bidding process or the execution of the contract to the detriment of EMPLOYER.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, EMPLOYER may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, EMPLOYER may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, EMPLOYER may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If EMPLOYER has disqualified the Bidder from the tender process prior to the award under Section III, EMPLOYER may forfeit the Bid Guarantee under the Bid.
- (2) If EMPLOYER has terminated the contract under Section III, EMPLOYER may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V- Previous*Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders/ Contractors

- (1) EMPLOYER will enter into agreements with identical conditions as this one with all Bidders.
- (2) EMPLOYER will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders/ Contractors

If EMPLOYER obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if EMPLOYER has substantive suspicion in this regard, EMPLOYER will inform the Chief Vigilance Officer (CVO).

Section VIII - Independent External Monitor/Monitors

- (1) EMPLOYER has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT/IFB.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Chairman-cum-Managing Director, EMPLOYER, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Chairman-cum-Managing Director, EMPLOYER, giving joint findings.
- (2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman-cum-Managing Director, EMPLOYER.
- (3) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of EMPLOYER related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

- (4) EMPLOYER will provide to the IEM information as sought by him which could have an impact on the contractual relations between EMPLOYER and the Bidder/Contractor related to this contract.
- (5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Chairman-cum-Managing Director, EMPLOYER and request the Chairman-cum-Managing Director, EMPLOYER to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to EMPLOYER and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to EMPLOYER.
- (6) The IEM will submit a written report to the Chairman-cum-Managing Director, EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by EMPLOYER and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the IEM has reported to the Chairman-cum-Managing Director, EMPLOYER, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman-cum-Managing Director, EMPLOYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (8) The word 'IEM' would include both singular and plural.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of EMPLOYER. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.

- (1) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the IEM in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.
- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

 (For & On behalf of EMPLOYER)
 (Office Seal)

 (For & On behalf of Bidder/Contractor)
 (Office Seal)

Place: _____

Witness 1 : _____

(Name & Address) _____

Date: _____

Witness 2 : _____

(Name & Address) _____
