



Government of India  
Department of Telecommunications  
O/o Controller of Communication Accounts  
Bihar Circle, CCA Building, Patna-800001  
Ph. 0612- 2213102, Email-cca-bih@nic.in

No. CCA BR/01- Tender Housekeeping/01/2018/587

dated : 14 -11-2018

### **TENDER NOTICE**

On behalf of the President of India, online bids are invited from reputed and established registered, reputed, experienced and financially sound Human resource/Manpower supply Companies /Firms /Agencies for providing services of Eight unskilled manpower (7 for housekeeping, office assistance & maintenance and one sweeper) in the office of CCA, Patna for a period of one year from the date of contract. It can be extended to a further period of six months with the approval of competent authority. The value of the above tender is **Rs. 15 lakhs (approx.). Manual Bids will not be accepted.**

2. The one year's estimated cost for services of housekeeping will be Rs. 15,00,000/- (Rupees Fifteen Lakhs only) approximately. This is only estimation. The actual amount shall depend upon actual requirement of manpower. The amount of EMD and security deposit will be Rs. 45000 (Forty Five Thousand only) and 10% of Contracted Value to be given in the form of Bank draft from any nationalised Bank respectively.

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

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

Published Date	16/11/2018 (16.00 PM)
Bid Document Download/Sale Start Date	16/11/2018 (16.00 PM)
Clarification Start Date	16/11/2018 (16.00 PM)
Clarification End Date	22/11/2018 (16.00 PM)
Bid Submission Start Date	16/11/2018 (16.00 PM)
Bid Document Download/Sale End Date	06/12/2018 (16.00 PM)
Bid Submission End Date	06/12/2018 (16.00 PM)
Bid Opening Date	07/12/2018 (16.00 PM)

**Validity of Tenders :** 120 days from the date of Opening of tender

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

Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors /Tenderer for the e-submission of the bids online 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 respects 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 Demand Draft 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.

8. This office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of CCA, Bihar Circle, Govt. of India, Department of Telecommunications, Patna in this regard shall be final and binding on all.

  
(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](https://eprocure.gov.in/eprocure) and on the web-site of this office i.e. CCA Office.

TENDER NO. CCA BR/01- Tender Housekeeping/01/2018/587  
DEPARTMENT OF TELECOMMUNICATIONS  
O/o Controller of Communication Accounts  
Bihar Circle, CCA Building, Sanchar Parisar, Budh Marg, Patna.

ANNEXURE-I

GENERAL TERMS AND CONDITIONS

Sub: Notice Inviting Tender for providing Housekeeping -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 thereunder, 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 service of housekeeping 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 I.T return for last two financial years 2015-16 & 2016-17.
- (iv) Signed and Scanned copy of experience certificate of last two years with at least 25% of Tender Value.
- (v) Signed and scanned copy of duly filled Tender acceptance letter (Annexure-I C).

- (vi) Signed and scanned copy of duly filled Technical information & undertaking in the enclosed Annexure-I A).
- (vii) Signed and scanned copies of EPFO and ESIC certificates.
- (viii) Signed and scanned copies of GST Registration Certificate issued in favour of the firm.
- (ix) Integrity Pact duly signed by the bidder (Annexure-I D).

## 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 is 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-I B).

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 .

6.4 The rate 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. The award of work will be further subject to any specific terms and conditions of the contract given in this NIT.

## 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 contracted 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, Office of CCA Bihar shall make deductions at appropriate rate.

(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/No relative Certificate

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

## 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.

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. The payment particulars of EPF,ESI (for each deployed person) etc of the previous month is to be submitted along with the current month bill mandatorily.

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 paras.

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.

17.6. For payment to the personnel employed, the contractor shall make the payment through their bank accounts & produce a document of receipt of money from 2<sup>nd</sup> month onwards.

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

1. This office has initial requirement for **Eight unskilled manpower (7 for house keeping, office assistance & maintenance and 1 sweeper)** . The nature of services shall include carrying out all the functions generally performed in this office by Attendants/Messengers including the work of housekeeping, delivery/despatch of the letters to other offices , duties at inspection quarter and any other duty assigned to him/ her without any remuneration.

The nature of service will require the following activities.

- (a) Man Power must know to drive bicycle.
- (b) Regular cleaning, sweeping and mopping of all areas of the office building/compound, dusting of furniture etc. so as to maintain general cleanliness and hygiene in office.
- (c) Cleaning of the electrical appliances like fans and lights.
- (d) Making arrangements for tea, coffee, water etc. during the meetings and routinely to the officers of O/o CCA and other official visitors/representatives.
- (e) Any other miscellaneous type of work assigned by the officer-in-charge.
- (f) The manpower to be engaged should be between 18-45 years in age. His/her antecedents should have been got verified by the agency from the local police authorities. The manpower must have fair command of Hindi language.

2. This office, at present, has requirement of workload equivalent to Eight un-skilled manpower. The requirement of this office may further increase or decrease during the period of initial contract also and the tenderer would have to provide additional manpower, if required on the same terms and conditions.

3. The tenderer will be bound by the details furnished by him / her to this Department, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

4. The contracting agency shall ensure that the manpower deployed in the Office of CCA, Department of Telecommunications, Patna conforms to the technical specifications of age and language skills as prescribed.

5. Services shall be from 09:00 to 18:00 Hrs on Monday to Friday, with a lunch break. The unskilled worker/sweeper shall be called upon for the services on Saturday, Sunday or Gazetted holidays also, if required; Proportionate wages will be paid for attending the office on such holidays. No other emoluments shall be applicable except the actual bus fare for the services rendered outside office premises. No bus fare will be paid for the journey performed within 02 Km.from office premises.

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

- a. List of Attendants short listed by agency for deployment at the O/o CCA, Patna, containing full details i.e. date of birth, marital status, address etc;
- b. Bio-data of the persons duly signed by the contractor.

7. In case, the person employed by the successful Company / Firm / Agency commits any act of omission /commission that amounts to misconduct /Indiscipline/ incompetence and security risks, the successful Company / Firm / Agency will be liable to take appropriate



disciplinary action against such persons, including their removal from site of work, if required by this office within 2 days of being brought to their notice.

8. The tendering company shall provide uniform for summer and winter to the personnel deployed in this office and identity cards carrying the photograph of the personnel and personal information as to name, Date of Birth, age and Identification mark etc.

9. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.

10. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

11. The contractor shall be responsible for any theft of the items from the rooms or any other area of the office occurred during duty hours of personnel deployed. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of CCA Bihar on this will be final and binding on the contractor.

12. The person deployed shall be required to report for work at 09:00 hrs. at O/o CCA, Patna and would leave at 18:00 hrs. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.

**13. The agency shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office as well as cleaning work,** so that optimum services of the persons deployed by the agency could be availed without any disruption.

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

15. It will be the responsibilities of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard at any stage.

16. For all intents and purposes, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations and other laws in respect of Attendants so employed and deployed in this office. The persons deployed by the agency in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o CCA, Department of Telecommunications, Patna.

17. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

18. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.
19. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in this office.
20. The payment shall be made only to contractor and on monthly lump sum basis as per actual service.
21. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office. The payment particulars of Service Tax, EPF, ESI (for each deployed persons) etc of previous month is to be submitted along with the current month bill.
22. Tendering agency shall also be liable for depositing all taxes, levies, Cess etc., on account of service rendered by it to the Department of Telecommunications, to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
23. The tendering agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
24. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
25. If, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof this office is put to any loss / obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills or the Security Deposit of the agency, to the extent of the loss or obligation in monetary terms and other compensation, if any.
26. The claims in bills regarding Employees State Insurance, Provident Fund, etc. should be necessarily accompanied with documentary proof pertaining to each concerned person deployed and per month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of this office.
- 27.(i) The personnel employed by the contractor should be courteous and polite in behaviour towards all the officers/officials and the O/o CCA establishment. The personnel will be bound to observe all instructions issued by O/o CCA authority concerning general discipline and behaviour.
- (ii) Equipments like TV, A/C in rooms etc. should not be used by the contractor or his personnel.
- (iii) The penalty clause will apply if the personnel engaged are found/ reported to be demanding tips in cash/ kind. This may also lead to cancellation of contract.
- (iv) The contractor will ensure that the personnel employed are not loitering in the corridors chewing pan or smoking. The personnel shall not indulge in playing cards, consuming liquor

or narcotics or indulging in gossip with any outsider while on duty within the premises of O/o CCA.

(v) The personnel should leave the campus immediately after completion of their job on the campus.

(vi) If any employee's work is not satisfactory, the matter will be reported to the contractor and the contractor shall not deploy such personnel in O/o CCA.

(vii) The personnel will abstain from taking part in any staff union and association activities.

28. (i) If for any reason work is done for only a part of the month, payment will be made on pro – rata basis for the number of days work has been performed assuming actual days in a month. This is without prejudice to the penalty to be imposed for contractual defaults.

(ii) For payment to the personnel employed, the contractor shall make the payment through their bank accounts & produce a document of receipt of money from 2<sup>nd</sup> month onwards. **The payment to the personnel shall be made by 10<sup>th</sup> of the following month.**

29.(i) In case the contractor fails to execute/ perform the assigned works or a part thereof, O/o, CCA shall be authorized to make suitable deductions as deemed fit by CCA from the bills of the contractor and damages will be charged to the extent of loss.

(ii) In case of any unsatisfactory service, deduction upto 10% of the amount due during the month will be imposed on the Contractor. If the unsatisfactory service continues for 2<sup>nd</sup> time, onwards the deduction shall be more than 10% of the amount. **Failure to provide uniform and ID Card shall be assumed to causing unsatisfactory service.**

(iii) In case of late attendance/ absence during working hours/ loitering during working hours by any personnel, the CCA, Bihar Circle reserves the right of reduction of any amount from the bills payable.

30.Provision for termination/ Extension

The contract will initially remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the Competent Authority Bihar Circle, Patna. The period of contract can be extended for certain another period but not more than one year as decided by the Competent Authority.

31.The contractor shall indemnify O/o CCA in case any kind of claim for money employment or other subject matter is brought against O/o CCA by any personnel/employee of the Contractor.

32.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 contractor to discharge its obligations under this contract.



(Arun Kumar)  
Dy CCA

O/o CCA, Bihar Circle  
Phone No. 0612-2213102

**Annexure-I A**

Tender No. CCA BR/01- Tender Housekeeping/01/2018/587  
DEPARTMENT OF TELECOMMUNICATIONS  
O/o Controller of Communication Accounts  
Bihar Circle, CCA Building, Sanchar Parisar, Budh Marg, Patna.

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

Sub: Notice Inviting Tender for providing Housekeeping-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).

6. (i) Photo copy of Income Tax Returns for the last two financial years has been attached: \_\_\_\_\_ (Yes/No)

(ii) PAN Number of Tenderer/Concern: \_\_\_\_\_

(Attested copy should be attached).

(iii) Service Tax Registration Certificate ..... (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), if available.

10. Any other information important in the opinion of the tenderer.

(Signature of Tenderer)  
With stamps of the firm)

Dated : ..... Place : .....

**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:- -----**  
-----  
-----  
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Dear Sir,

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

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

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

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

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

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

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

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**



-7/C-

124 2.5  
65

Rs 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) \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_



**ANNEXURE-II  
FINANCIAL BID**

**For the tender for Upkeeping & Housekeeping works 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.	Service Tax Liability (% as applicable)		Not to be quoted

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

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

Note:

1. 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.
2. All statutory liabilities will rest with the tenderers.
3. The statutory payments to the contract employees are fixed rates and no variation shall be acceptable under any circumstances.
4. **The administrative/service charges should be duly filled in BOQ as mentioned in 6.1 (i) of General Terms and Conditions.**

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

Signature & Seal of the Tenderer

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

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

## **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.

**AGREEMENT FOR PROVIDING MANPOWER**  
**Agreement No. CCA/BIHAR/HOUSEKEEPING/2016-17/03**

This agreement made this ----- (date & Month) of ----- between M/s ----  
----- (herein called the contractor) on one part and the Dy CCA, O/o  
Controller of Communications Accounts, Bihar Circle, Patna, on behalf of the President  
whereas M/s ----- as contracted with the Dy CCA, O/o Controller of  
Communications Accounts, Bihar Circle, Patna, on behalf of the President of India  
( herein called the Department on the other part).

Whereas M/s ----- has contracted with the Dy CCA, O/o Controller of  
Communications Accounts, Bihar Circle, Patna, for providing manpower for cleaning/  
mopping/ sweeping and for moving paper in the office, as per approved rates shown in letter  
No.----- and as per terms and conditions of the bid documents.

In the witness whereof the said contractor (represented by the owner  
----- and the said Dy CCA, O/o Controller of Communication Accounts, Bihar  
Circle, Patna acting in promise as aforesaid have set their respective hands and seal of the  
day written above.

Signature & Seal by

Dy CCA,

O/o Controller of Communications Accounts,  
Bihar Circle, Patna

Signed & Seal by the Contractor

\_\_\_\_\_

Phone No. \_\_\_\_\_

Address \_\_\_\_\_

**Part-I**  
**Terms and Conditions**

1. In this agreement words and expressions shall have the same meaning and are respectively assigned to them in the condition of the contract herein after referred to.

The following documents in this regard shall form an integral part of this Agreement and be read and construed as part of this Agreement.

The Original tender (signed on each page) submitted by M/s ----- In response to this office tender No. CCA BR/01- Tender Housekeeping/01/2018 dated\_\_\_\_\_.

2. Acceptance of the offer by M/s \_\_\_\_\_.

3. The terms and conditions of the contract for upkeeping and housekeeping works in O/o CCA, Bihar Circle, Patna shall be as per the tender document.

The contractor shall ensure that all the provisions of minimum wages Act, Provident Fund, and Employee Insurance Scheme, Labour Act etc shall be complied with for the manpower supplied by the contractor.

The contractor shall be solely responsible for compliance of 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 Contractor undertakes to meet all the statutory requirements as provided by the legislations 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 contractor and not of the O/o CCA.

4. The contractor shall indemnify O/o CCA in case any kind of claim for money, employment or other subject matter is brought against O/o CCA, by any personnel/employee of the Contractor.

5. 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 contractor to discharge its obligations under this contract.

In case of any dispute arising out of or in relation to any matter related with this contract, the same shall be referred to arbitration. The CCA may appoint Joint CCA, O/o CCA or any other Gazetted Officer as an Arbitrator. The language of the proceedings shall be English and the venue shall be O/o CCA Patna. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration award of the aforesaid sole arbitrator shall be final and binding on the parties to this agreement. In the event of any provision of this contract being held as invalid or unenforceable under the applicable laws, the remaining provisions of this contract shall remain in full force and effect.

This agreement is valid for the work with effect from -----.

In witness whereof the parties hereunto have set their hands and seals on the day and year first written.

Signature & Seal by

Signature & Seal of tenderer

Dy CCA,  
O/o Controller of Communications Accounts,  
Bihar Circle, Patna

Witness:-

- (1) Name  
Address
- (2) Name  
Address