

Government of India
Department of Telecommunications
O/o Controller of Communication Accounts
Bihar Circle, 2nd Floor, CCA Building,
Patna-800001

BID DOCUMENT

**TENDER FOR
THE UPKEEPING &
HOUSEKEEPING WORKS
In O/o CONTROLLER OF COMMUNICATION
ACCOUNTS, CCA BUILDING
BIHAR CIRCLE, PATNA.**

(Visit us at www.ccabihar.gov.in)

Non Transferable

Price of Bid Document: Rs.565/-

CONTENTS OF TENDER DOCUMENT

Sl No.	Description of contents	Page No.
1.	Tender Notice	3-4
2.	Scope of work and general instructions for tenderer	5-6
3.	Technical Requirements for the tendering agencies for participating in the tender	7
4.	Terms and Conditions	8-11
5.	Tender Application - Technical Bid	12-14
6.	Tender Application - Financial Bid	15
7.	Agreement	16-21

No. CCA/BIHAR/HOUSEKEEPING/2015-16/1/

Dated. 07-09-2015

TENDER NOTICE

Sealed tender on behalf of the President of India, is invited under Two Bid System i.e. Technical Bid and Financial Bid from registered, reputed, experienced and financially sound Human resource//Manpower supply Companies /Firms /Agencies for providing services of Nine un-skilled manpower (seven for housekeeping & office assistance and two sweepers) in the office of CCA, Patna for a period of one year from the date of contract. The value of the above tender is **Rs.9 lakhs (approx.)**.

2. Desirous companies/firms/agencies may obtain tender documents w.e.f. **08.09.2015** to **28.09.2015** on payment of the cost of tender form of Rs. 565/- (non-refundable and non-transferable) in the form of a demand draft drawn in the favour of Accounts Officer (Cash), O/o CCA, Patna payable at Patna. The tenderers, who are near relatives of employees working in DoT / BSNL, are not eligible to participate in this tender.

3. Tender documents downloaded from the DoT web site- www.ccabihar.gov.in are also acceptable provided the requisite tender fee/cost i.e. Rs.565/- is enclosed in the form of Account Payee Demand Draft from any of the Commercial Banks in favour of AO (Cash), O/o CCA, Bihar Circle, Patna, payable at Patna at the time of submission of bid document. Tender submitted without cost of Tender form will be summarily rejected.

4. Schedule -

Date & time of issue of Bid Document: **08.09.2015** to **28.09.2015**,

Last date & time for submission of tenders: **29.09.2015**, up to 14.00hrs.

Date & Time for opening of Technical Bid: **29.09.2015**, Time 15.00 hrs.

Date & Time for opening of Financial Bids : To be notified later

Place of opening the Tenders : O/o CCA,
Dept of Telecommunications,
CCA Building,
Budh Marg, Patna – 800 001.

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

5. The interested Companies/ Firms/ Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 25,000/- (Twenty Five thousand only) and other requisite documents from 10:30 hrs from **08.09.2015** upto 1400 hours on **29.09.2015** in the Tender Box kept in Office of **CCA, Bihar Circle, Dept. of Telecommunications, II floor, CCA Building, Budh Marg, Patna – 800 001**. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

6. **Tender Evaluation:** Rates should be quoted for the items (i.e. Annexure – II) mentioned in the Financial bid. No item should be left blank. The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure – I and then on the basis of commercial information furnished in form given in Annexure – II. The Commercial bid of such firms found technically qualified will be opened on the date, time and venue to be announced after opening of the Technical Bid. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be given on the basis of terms and conditions of the contract of this NIT.

7. 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.

8. The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

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

Copy to:-

1. System Administrator to upload the complete Tender document on the website of DoT HQ, New Delhi (web admin-dot @ nic.in).
2. Upload the tender documents on the web-site eprocure.gov.in/epublish by System Administrator.
3. Upload the tender documents on the web-site of this office i.e. CCA Office.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The Office of Controller of Communication Accounts, Department of Telecommunications located at CCA Building, Budh Marg, Patna-800001 requires the services of registered, reputed, well established and financially sound Human resource//Manpower supply Companies /Firms /Agencies to provide services of un-skilled manpower to this office.

2. The period of contract is for one year and it may further be extended for a period of one year after the completion of contract based on the requirement of this office for the above manpower at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm /Agency. This office, however, reserves its right to terminate this initial contract at any time after giving one week notice to the selected service providing Company / Firm / Agency.

3. This office has initial requirement for **Nine unskilled manpower (7 for housekeeping & office assistance and 2 sweepers)**. 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 abilities.

- a. 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.
- b. Cleaning of the electrical appliances like fans and lights.
- c. Making arrangements for tea, coffee, water etc. during the meetings and routinely to the officers of O/o CCA and other official visitors/representatives.
- d. Any other miscellaneous type of work assigned by the officer-in-charge.

e. The manpower to be engaged should be between 18-45 years in age. His/her antecedents should have been got verified by the agency form the local police authorities. The manpower must have fair command of Hindi language.

4. The interested Companies/Firms/Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 25,000 (Twenty Five thousand only) in favour of Accounts Officer (Cash), O/o CCA, Bihar Circle, Patna, payable at Patna and other requisite documents upto 14.00 hours on **29.09.2015** in the Tender Box kept in Office of CCA, Bihar Circle, II floor, CCA Building, Budh Marg, Patna-800001.

5. The various crucial dates relating to "**Tender for the upkeeping & housekeeping works for the O/o CCA, Patna** " are cited as under:

- (i) **Date & time of issue of Bid Document:** **08.09.2015 to 28.09.2015.**
- (ii) **Last date & time for receipt of tenders:** **29.09.2015, up to 14.00hrs.**
- (iii) **Date & Time for opening of Technical Bid:** **29.09.2015, Time 15.00 hrs.**
- (iv) **Date & Time for opening of Financial Bids for technically qualified bidders :** **To be notified later**
- v) **Office address : The Office of CCA, Patna, Deptt. of Telecommunications, CCA Building, Budh Marg, Patna- 800001.**
- vi) **Validity of Tender :** **120 days from the date of Opening of tenders.**

6. The tenders have been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes under super scribing "**Technical Bids for Tender for the upkeeping & housekeeping works for the O/o CCA, Patna**" and "**Financial Bids for Tender for the upkeeping & housekeeping works for the O/o CCA, Patna**". Both sealed

envelopes should be kept in a third sealed envelope super scribing "**Tender for the Upkeeping & Housekeeping works for the O/o CCA, Patna** "

7. The Earnest Money Deposit (EMD) of Rs. 25,000 (Rupees twenty five thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft / Pay Order from any of the Commercial Bank drawn in favour of Accounts Officer (Cash), O/o CCA, Patna payable at Patna valid for a period of 120 days. Offer not accompanied by earnest money of the requisite amount or without proper validity will be summarily rejected.

8. The successful tenderer will have to deposit an amount of 8% of the estimated cost as Performance Security Deposit at the time of placing the work order within 7 days of the receipt of the formal order. The performance security will be furnished in the form of either cash or the Account Payee Demand Draft drawn in favour of Accounts Officer, O/o CCA, Patna payable at Patna. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the tenderer.

9. The proceeds of the performance security shall be payable to the DoT as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

10. The Performance Security deposit of the contractor shall be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and / or violation of any terms and conditions of the contract as stipulated in the bid document. Refund of SD is subject to full and final settlement of the final payment for the work contracted / executed under the contract. No interest will be paid to the contractor on the security deposit.

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

- (a) Registration certificate with Labour Department.
- (b) Copy of PAN / GIR card;
- (c) Copy of the IT return filed for the last two financial years;
- (d) Copies of EPF and ESI certificates;
- (e) Copy of the Service Tax registration certificate;
- (f) Work experience of similar nature of work during the past 2 years.

12. The conditional bids shall not be considered and will be out rightly rejected in very first instance.

13. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid application must be initiated by the person authorized to sign the tender bids.

14. The envelope containing Technical Bid shall be opened first on the scheduled date and time at the office of CCA, Deptt. of Telecommunications, CCA Building, Budh Marg, Patna, in the presence of the representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time. Performance on Technical Bids shall be evaluated by the competent authority. Financial bids of only technically qualified, eligible bidders meeting all the requisite criteria shall be opened on a date & place to be notified later in presence of short listed contractors or their authorized representatives.

13. The competent authority of O/o CCA, Bihar Circle, Department of Telecommunications, Patna reserves the right to reject any or all bids without assigning any reason.

14. The bidder shall quote the Technical & Financial bids as per the format enclosed at Annexure I & II.

TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM / AGENCY

1. The tendering manpower Company / Firm / Agency should fulfil the following technical specifications:

(a) The Registered Office or one of the Branch Office's of the manpower Company / Firm / Agency should be located in Patna;

(b) The manpower Company / Firm / Agency should be registered with the appropriate registration authority as required under various acts/statutes/authorities etc for supply of human resource/manpower.

(c) The Company / Firm / Agency should have at least two years experience in providing manpower for the work as mentioned in Para 3 of General instruction to Public Sector Companies / Banks and Government Departments etc;

(d) The Company/Firm/Agency shall have valid Income Tax, PAN No. and have filed Income Tax return during last two Financial Years.

(e) The Company / Firm / Agency should have its own Bank Account;

(f) The Company / Firm / Agency should be registered with Service Tax department;

(g) The Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

TERMS AND CONDITIONS

General

1. The contracting firm / agency / company should be registered with appropriate authorities as required under various acts/statutes/laws for supply of human resource/manpower.
2. The contract shall for a period of one year, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work or any administrative reasons.
3. The contract shall automatically expire after one year from commencement of the contract unless extended further by this office.
4. The contract may be extended, on the same terms and conditions, for a further period not exceeding one year.
5. The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
6. The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts. The contract will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the CCA, Patna.
7. This office, at present, has requirement of workload equivalent to approx. Nine 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.
8. 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.
9. Financial bids of only those tenderers who are technically qualified shall be evaluated. This office reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
10. In case the date fixed for opening of bids is subsequently declared as holiday by the Government the bids will be opened on next working day, time and venue remaining unaltered.
11. 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 prescribed at page No.5 of the Tender Document.
12. Services shall be from 09:30 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, without any extra charge. 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.
13. 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.

14. 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.

15. The tendering company shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.

16. 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.

17. 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.

18. The contractor shall be responsible for any theft of the items from the rooms or any other area of the office occurs during duty hours of personals 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 DoT authorities on this will be final and binding on the contractor.

19. 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. In case of repetition of such instances, clause 14 will be applicable.

20. 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 optimal services of the persons deployed by the agency could be availed without any disruption.

21. 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.200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. The payment shall be made only to the contractor and on monthly lump sum basis as per actual service.

28. Bidders must sign every page of the document as token of acceptance of the terms & conditions of the bid documents

LEGAL

29. 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 may be submitted along with the current month bill.

30. 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.

31. 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.

32. 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.

33. In case, 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 Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

34. The contractor shall have to indemnify the O/o CCA, Department of Telecommunication from any loss/damage caused to this office out of operation of this tender.

FINANCIAL

35. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs.25,000/- (Rupees twenty five thousand only) in the form of Demand Draft / Pay Order drawn in favour of Accounts Officer (Cash), O/o CCA, Patna payable at Patna **failing which the tender shall be rejected out rightly.**

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

37. **Bids, offering rates which are lower than the minimum wages (as applicable for Patna, Deptt. of Labour, Govt of Bihar) for the pertinent category, would be rejected.**

38. The successful tenderer will have to deposit an amount of **Rs. 72,000/-** as Performance Security Deposit at the time of acceptance of the offer of contract within 7 days of the receipt of the formal letter. E.M.D. in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. The performance security will be furnished in the form of the Cash or Demand Draft drawn in favour Accounts Officer, O/o CCA, Patna payable at Patna. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier. The security deposit will not bear any interest.

39. The successful tenderer will have to execute an agreement, after remitting the performance security deposit, in a stamp paper of appropriate fee at his own expenses. After executing the agreement, the approved rate and contract shall be valid upto ONE year from the date of execution of the agreement.

40. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides termination of the contract.

41. The agency shall raise the bill, in duplicate, along with attendance sheet [duly verified by AO (Admn.) in respect of the persons deployed and submit the same in the first week of the succeeding month. As far as possible the payment will be released during the succeeding month.

42. The claims in bills regarding Employees State Insurance, Provident Fund, and service Tax 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.

43. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the O/o CCA, Bihar Circle Department of Telecommunications, Ministry of Communications & IT at Patna.

44. The O/o CCA, Patna, Department of Telecommunication, reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

Annexure-I

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For the tender for Upkeeping & Housekeeping & Office Assistance works in the O/o CCA, Bihar Circle, Department of Telecommunications, Patna.

1. Name of Tendering Company/ Firm / Agency : _____
(Attach attested copy of certificate of registration)

2. Name of proprietor / Director _____
of Company/Firm/agency

3. Full Address of Reg. Office _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

4. Full address of Operating _____
/ Branch Office at Patna : _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

5. PAN / GIR No. : _____
(Attach attested copy)

6. Registration No. of Labour Deptt.(attach attested copy) _____

7. Service Tax Registration No. : _____
(Attach attested copy)

8. E.P.F. Registration No. : _____
(Attach attested copy)

9. E.S.I. Registration No. : _____
(Attach attested copy)

10. Financial turnover of the tendering **Company / Firm / Agency** for the last 2 Financial Years:
(Enclose Income Tax return of last two financial year)

(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. lacs)	I. Tax Return attached
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2013-14

2014-15

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

S.No	Details of client along with address, telephone and FAX numbers	Amount Contract (Rs. lacs)	Duration of Contract	
			From	To

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

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

Date:

Place:

Signature of authorized person

Name:

Seal :

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director/authorized signatory of the agency/Firm, mentioned above, am competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

ANNEXURE-II
FINANCIAL BID
(To be enclosed in a separate sealed envelope)

**For the tender for Upkeeping & Housekeeping works in the O/o CCA, Bihar Circle,
Department of Telecommunications, Patna.**

S.No.	Compound of Rate	Rate in figure	Rate in words
1.	Monthly Rate for (1 Unskilled category) (As per amended MWA Bihar Govt. applicable in Patna area as on 01.09.2015).		
2.	Employees Provident Fund contribution as applicable		
3.	Employees State Insurance contribution as applicable		
4.	Service Tax Liability as applicable		
5.	Any other liability (Pl. indicate)		
6.	Contractors Adm. / Service Charge		
7.	Total (Column 1 to 6)		

Note:

1. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 and amendments thereon as applicable in Patna area on 01.05.2013 for Unskilled Daily Wage Workers on per month basis and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.).
2. The rates quoted are inclusive of all statutory/taxation liabilities in force at the time of submission of bid.
3. These are fixed rates and no variation shall be acceptable from these rates.

Date_____.

Signature & Seal of the Tenderer

Place_____.

Name_____.

AGREEMENT FOR PROVIDING MANPOWER
Agreement No. CCA/BIHAR/HOUSEKEEPING/2014-15/06

This agreement made this ----- (date & Month) of ----- between -----
----- (herein called the contractor) on one part and the Accounts Officer
(Admn.), O/o Controller of Communications Accounts, Bihar Circle, Patna, on behalf of the
President whereas-----as liability contracted with the Accounts Officer (Admn.),
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 ----- has liability contracted with the Accounts Officer
(Admn.), 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
specification and approved rates shown in letter No.-----

In the witness whereof the said contractor (represented by the owner Sri
----- and the said AO(Admn.), 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

Accounts Officer (Admn.),

Signed & Seal by the Contractor

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

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/BIHAR/HOUSEKEEPING/2015-16 dated
07/09/2015.

2. Acceptance of the offer by M/S. ----- Letter No.----- dated -----.

3. The terms and conditions of the contract for Cleaning, Mopping, Sweeping and moving of papers of O/o CCA, Bihar Circle, Patna shall be as per Annex. II, Part II of the tender document.

The contractor shall ensure that all the provision of minimum wages Act, Provident Fund, and Employee Insurance Scheme, Labour Act etc shall be complied with for the manpower supplied by the contractor. O/o CCA will not make any payment to the contractor for ensuring compliance with the above mentioned Acts.

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.

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.

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. This contract shall be governed by the Laws of India. 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

Accounts Officer (Admn.),
O/o Controller of Communications Accounts,
Bihar Circle, Patna

Witness:-

(1) Name

Address

(2) Name

Address

PART - II
TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

General

1. The contract shall be for a period of one year from the date of acceptance of the offer to be extendable for a period as decided by competent authority.
2. The O/o CCA, at present, has requirement of 9 (Nine) manpower. The requirement of the O/o CCA may further increase or decrease during the period of initial contract also and the tenderer would have to provide additional Attendants, if required on the same terms and conditions.
3. The tenderer will be bound by the details furnished by him / her to this office, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
4. The firm should be registered with appropriate authorities.
5. The contracting agency shall ensure that the manpower deployed in the O/o CCA, Bihar Circle, CCA Building, Patna conforms to the technical specifications of age and language skills prescribed in the Tender Document.
6. The manpower employed by the agency shall be required to work normally as per the O/o CCA working days, i.e. from Monday to Friday from 09:00 hrs. to 18:00 hrs. with a lunch break of ½ hour from 13:30 hrs. to 14:00 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays. The attendant, if deputed for any official work outside the office within Patna, shall not be entitled to any other emoluments except only the actual bus fare for the purpose.
7. The contracting Company / Firm / Agency shall furnish the following documents in respect of the individual Attendants who will be deployed by it in this Department before the commencement of work:
 - a. List of Attendants short listed by agency for deployment in the O/o CCA, their full details i.e. date of birth, educational qualification, marital status, address etc;
 - b. Bio-data of the persons.
8. 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 the O/o CCA within 2 days of being brought to their notice.
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 the O/o CCA.
10. The person deployed shall be required to report for work at 09:00 hrs. to the 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. In case of repetition of such instances, clause 12 will be applicable.

11. The agency shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with the O/o CCA so that optimal services of the persons deployed by the agency could be availed without any disruption.

12. 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.200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.

13. 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 O/o CCA will have no liabilities in this regard.

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

15. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever.

16. 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.

17. 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.

18. 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 O/o CCA, Patna.

19. The company shall raise the bill, in duplicate and submit the same in the first week of the succeeding month alongwith deduction/depositing ESI/EPF/Service Tax details, separate for each employees. As far as possible the payment will be released by the succeeding month.

Conduct:

(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.

Theft:

The contractor shall be responsible for any theft of the items from the rooms or any other area of the office during the working hours of the deployed personnel. 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 O/o CCA on this will be final and binding on the contractor.

Payments:

(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 2nd month onwards.

Deductions:

(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 2nd time, onwards the deduction shall be more than 10% of the amount.

(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.

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 a period as decided by the Competent Authority.

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