

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

Tender No. CCA BR/01-Tender Stationery/01/2016/796 Dated: 07 -10-2016

**TENDER FOR SUPPLY OF STATIONERY & CLEANING ITEMS IN THE O/O CCA, PATNA**

1. On behalf of the President of India, online bids are invited from reputed and established supplier for supply of Stationery & Cleaning items on monthly requirement basis initially for a period of **one (01) year**, extendable for one more year with the approval of competent authority. The requisition of Stationery & Cleaning items shall be for official use in the office of Controller of Communication Accounts, Bihar Circle, Patna. **Manual Bids shall not be accepted.**

2. The one year's estimated cost of purchasing **Stationery and Cleaning items** will be about Rs. 3,50,000/-(three lakh and fifty thousand only) approximately. This is only estimation. The actual amount shall depend upon actual requirement. The amount of EMD and security deposit will be Rs.11000 (Eleventh 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.575.00 (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	07/10/2016 (16.00 PM)
Bid Document Download/Sale Start Date	07/10/2016 (16.00 PM)
Clarification Start Date	07/10/2016 (16.00 PM)
Clarification End Date	14/10/2016 (16.00 PM)
Bid Submission Start Date	07/10/2016 (16.00 PM)
Bid Document Download/Sale End Date	28/10/2016 (14.00 PM)
Bid Submission End Date	28/10/2016 (14.00 PM)
Bid Opening Date	28/10/2016 (15.00 PM)

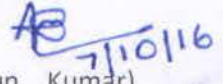
5. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

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

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

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

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

  
(Arun Kumar)  
ACCA(Admn)  
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](http://eprocure.gov.in/eprocure) and on the web-site of this office i.e. CCA Office.

TENDER NO. CCA BR/01-Tender Stationery/01/2016/  
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 Stationery & Cleaning Items -regarding.

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

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

3. Earnest Money:

3.1 Signed and scanned copy of demand draft on any nationalised bank at Patna in favour of AO(Cash) O/o CCA, Bihar Circle, Patna in r/o EMD for Rs. 11000/- must be uploaded on or before Bid submission end date/time. The hard copy of the same has to be delivered to ACCA(Admn) 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 (in form given in Annexure-III) and Commercial Bid are not uploaded separately.
- (b) The brand/make of the Stationery & Cleaning items is not found as per prescribed specification of Stationery Annexure-IV .

- (c) The contractor does not provide the Stationery & Cleaning items 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** in the enclosed **Annexure -V**.

#### 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 VAT No. issued in favour of the firm.
- (iv) Signed and Scanned copy of I.T return for last two financial years 2014-15 & 2015-16.
- (v) Signed and Scanned copy of experience certificate of last two years with at least 25% of Tender Value.

- (vi) Signed and scanned copy of duly filled Tender acceptance letter in Annexure V.
- (vii) Signed and scanned copy of duly filled Technical information & undertaking in Annexure-III.

#### 6. Commercial Bid:

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

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

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

- (ii) **Price Bid undertaking.**

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

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

6.4 The price 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 in form given in Annexure-III 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 (as per annexure-III) 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 Annexure-II of 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 contract amount) on any nationalised bank at Patna in favour of **AO (Cash), O/o CCA, Bihar Circle, Patna** towards Security Deposit within 7 days from the date of acceptance of the tender.

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

#### 12. Penalty:

(a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to purchasing of stationery & Cleaning items from the market in the event of Contractor failing to provide requisitioned Stationery & Cleaning items, 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

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

#### 14. Breach of Terms and Conditions:

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

15. Subletting of Work:

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

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

17. Terms of payment:

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

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

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


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

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

17.6 Wherever applicable all payments will be made as per schedule of payments stated in Annexure-II.

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.

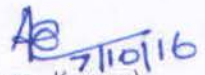
  
(Arun Kumar)  
ACCA(Admn)  
O/o CCA, Bihar Circle  
Patna- 800001

Tender No. CCA BR/01-Tender Stationery/01/2016/  
DEPARTMENT OF TELECOMMUNICATIONS  
O/o Controller of Communication Accounts  
Bihar Circle, CCA Building, Sanchar Parisar, Budh Marg, Patna.

ANNEXURE-II

TERMS AND CONDITIONS SPECIFIC TO THE  
CONTRACT

1. The Stationery & Cleaning items will be required by Office of Controller of Communication Accounts at CCA Building, Sanchar Parisar, Budh Marg, Patna.
2. The agency should be at Patna.
3. Stationeries and Cleaning items are to be delivered to the office without claiming any transportation charge.
4. The Stationery & Cleaning items only of standard quality should be provided.
5. Payment of bills would take about three to four weeks time on an average (Subject to availability of fund). However no interest/penalty would be paid by CCA in case of delay in payment due to official reason.
6. Rates once finalized will be fixed for a period of one year. Upward change in rates will not be considered due to any hike in prices or taxes during one year of the contract.
7. The period of contract may be extended for a further period of one year after taking the approval of Competent Authority.

  
(Arun Kumar)  
ACCA(Admn)  
O/o CCA, Bihar Circle  
Patna- 800001



ANNEXURE-III  
TENDER FORM-I TECHNICAL INFORMATIONS AND UNDERTAKING

(See Clause 6 of Annexure-I of this Tender Document)

Sub: Notice Inviting Tender for providing Stationery & Cleaning Items-regarding.

1. Name of the Tenderer/Concern: \_\_\_\_\_
2. Address (with Tel. & Mob. No.): \_\_\_\_\_
3. Address and telephone number of office at Patna: \_\_\_\_\_
4. Nature of the concern \_\_\_\_\_ (i.e., Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization.)
5. Registration Number of Tenderer/Concern (Under shop and commercial establishment act or any other relevant Act, attested photocopy of registration should be attached), if available.
6. (i) Photo copy of Income Tax Returns for the last two years has been attached: \_\_\_\_\_ (Yes/No)  
(ii) PAN Number and VAT No. of Tenderer/Concern: \_\_\_\_\_  
\_\_\_\_\_  
(Attested copy should be attached)
7. Demand draft No. \_\_\_\_\_ Dated \_\_\_\_\_ from bank name \_\_\_\_\_ Amounting to Rs. .... as Earnest Money Deposit (to be enclosed)
8. Whether Tender Acceptance letter have been signed .
9. List of Important Organizations with address and Telephone number to whom services have been provided during the last three years with period of contract (Summary may be uploaded on separate sheets for each contract and period and amount of contract; remarks/observations/appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer), if available.
10. Any other information important in the opinion of the tenderer.

(Signature of Tenderer)  
With stamps of the firm)

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

TENDER NO. CCA BR/01-TENDER STATIONERY/01/2016/  
 Department of Telecommunications  
 O/O Controller of Communication Accounts  
 Bihar Circle, CCA Building, Sanchar Parisar, Budh Marg, Patna

**ANNEXURE-IV**

Sl.No.	Item Description	Units
1	2	3
1	<b>Stationery items</b>	
1.01	Xerox paper A-4 ,Century 75 GSM 500 Sheets	Nos
1.02	Xerox Paper A-3,Century 75 GSM 500 Sheets	Nos
1.03	Pencil	Nos
1.04	Cotton Tag(Synthetic coloured) Bunch	Nos
1.05	Duster(white)	Nos
1.06	Cello Tape 1/2",Wonder 40 m	Nos
1.07	Cello Tape 1" , Wonder 40 m	Nos
1.08	Cello Tape 2" ,Wonder 40 m white	Nos
1.09	Brown Tape 2" , Wonder 40 m	Nos
1.1	Highlighter, Luxor	Nos
1.11	Sketch Pen, Luxor	Nos
1.12	Pen (Jetter), Reynolds	Nos
1.13	Pen (Butterflow) Cello,	Nos
1.14	Stapler Pin (Small) Kangaroo per pkt	Nos
1.15	Punch (Single) Kangaroo per pc	Nos
1.16	Scale Camel 12" pkt	Nos
1.17	Fevi Stick, oddy piece	Nos
1.18	Noting Sheet, Milan 80 GSM 100 Sheets	Nos
1.19	Fancy Register (1 quire) , Milan 70 GSM 100 sheets	Nos
1.2	Fancy Register (2 quire) , Milan 70 GSM 100 sheets	Nos
1.21	Fancy Register (4 quire) , Milan 70 GSM 100 sheets	Nos
1.22	Fancy Register (6 quire) , Milan 70 GSM 100 sheets	Nos
1.23	Pen Jetter metallic FX Reynolds (per pc)	Nos
1.24	Eraser, Natraj pkt(10 piece)	Nos
1.25	Sharpener, Natraj pkt(10 piece)	Nos
1.26	Stamp Pad (Big size) (Camline per piece)	Nos
1.27	Stamp Pad (Medium size) (Camline per piece)	Nos
1.28	Jam clip (plastic) (Oddy pkt)	Nos
1.29	Marker Bold/Narrow, Reynolds packet(10 items)	Nos
1.3	Button Folder (cello) (Dozen)	Nos
1.31	T-Pin (King pkt)	Nos
1.32	Erase Ex (Correcting Pen) Kores Piece	Nos
1.33	Scissors (Oddy pc)	Nos
1.34	Envelop (16x12 yellow) Taj Mahal per pcs 70 GSM	Nos
1.35	Envelop (14x10 yellow) Taj Mahal per pcs 70 GSM	Nos
1.36	Envelop (10x12 yellow) Taj Mahal per pcs 70 GSM	Nos
1.37	Envelop (10x4.5 white) Taj Mahal per pcs 70 GSM	Nos
1.38	Window Envelop (10X4.5white) Taj Mahal per pcs 70 GSM	Nos
1.39	Stapler Small, Kangaroo No. 10 pc	Nos
1.4	Stapler Jumbo, kangaroo Hp 45 pc	Nos
1.41	Stapler pin (Big) kores heavy duty 24/6 pkt	Nos
1.42	Flags Oddy pkt	Nos
1.43	Refill (Blue) Linc 1500 pkt(10 piece)	Nos
1.44	Refill (Black) Linc 1500 pkt (10 piece)	Nos
1.45	Refill (Red) Linc 1500 pkt (10 piece)	Nos
1.46	Refill (Black) Jetter piece	Nos

1.47	Gum bottle (Camel 700 mt pkt)	Nos
1.48	Punchless folder, solo, Dozen	Nos
1.49	Guard File Deli, per piece	Nos
1.5	Calculator (Orpat) per piece	Nos
1.51	Refill (Black) Butter flow, per pkt	Nos
1.52	Parker Pen (Vector) per piece	Nos
1.53	Trimax Pen per piece	Nos
1.54	Twin Button Folder (Solo) Per piece	Nos
1.55	File Board Monaf/Milan per piece	Nos
1.56	Poker Plastic handle (Dozen)	Nos
1.57	Paper Cutter, per pkt.	Nos
2	<b>Sanitary and other Items</b>	
2.01	Eagle Phenyl (5 litre pack)	Nos
2.02	Acid (Mr. Clean's Magic per litre)	Nos
2.03	Harpic per litre	Nos
2.04	Seek Jharu per kg	Nos
2.05	Phool Jharu per kg	Nos
2.06	Naphthalene ball per packet	Nos
2.07	Liquid soap (Dettol per pc)	Nos
2.08	soap(Dettol, pc)	Nos
2.09	Room Freshener(Premium 125 gram)	Nos
2.1	Odonil (Dozen)	Nos
2.11	Air wick, per piece	Nos
2.12	Liquid Hand Wash Ami per ltr	Nos
2.13	Urinal cube (Toiler cube) per packet	Nos
2.14	Battery AA Duracell per piece	Nos
2.15	Battery AAA Duracell per piece	Nos
2.16	Colin, per ltr	Nos
2.17	Lizol per ltr	Nos
2.18	Wheel Surf, 1kg pkt	Nos
2.19	Finit room spray liquid per ltr	Nos

1. Rates mentioned in duly filled BOQ shall be inclusive of all taxes & levies except VAT
2. In case of any dispute of rates quoted, the rates written in words will be considered correct

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

Date:

To,

-----  
-----  
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Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender / Work:- -----  
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-----  
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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)

**PRICE BID UNDERTAKING**

From: (Full name and address of the bidder) -----  
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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.
3. I offer to work at the rates as indicated in the price Bid which is inclusive of all applicable taxes except VAT.

Yours Faithfully,

**AGREEMENT FOR SUPPLY OF STATONERY AND CLEANING ITESMS**

This agreement made this (Date, Month & Year) between M/s ----- (herein called the contractor) on one part and the ACCA (Admn.), O/o Controller of Communications Accounts, Bihar Circle, Patna, on behalf of the President whereas M/s ----- has contracted with the ACCA (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 M/s ----- has contracted with the ACCA (Admn.), O/o Controller of Communications Accounts, Bihar Circle, Patna, for supply of Stationery and Cleaning items, as per specification and approved rates shown in Annexure-I.

In the witness whereof the said contractor and the said Controller, Communication Accounts, Patna acting in Promise as aforesaid have set their respective hands and seal of the day written above.

Signature & Seal by

Signed & Seal by the Contractor

ACCA (Admn.),  
O/o Controller of Communications Accounts,  
Bihar Circle, Patna  
Address \_\_\_\_\_

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

### Terms and Conditions

1. M/s -----, approved supplier will supply the Stationery & Cleaning items at rate shown in Annexure I of this document. The supplied Stationery and Cleaning Items should confirm strictly to the specification laid down in section-IV of the tender document.
2. The estimated cost of the tender is Rs. 3,50,000/-(Rupees Three lakhs and Fifty Thousand only) for one year. It may vary according to increased/ decreased in the requirement of Stationery and Cleaning Items
3. The supplied Stationery and Cleaning items should be in the good condition in all respect.
4. The Security Deposit (SD) @ 10% of contract value will have to be deposited. EMD will also form the part of SD.
5. SD will be refundable after six months of the expiry of agreement after observing the departmental formalities and with it a "NO DEMAND" certificate from the contractor will be taken.
6. No interest will be payable on EMD/SD.
7. The payment will be made on the monthly basis on production of bill.
8. The bill will be prepared by the party in duplicate.
9. In the event of breach of any of the conditions of the agreement, the Department will have power to adopt any or all of the following measures as deemed fit in the interest of the Department:-
  - (i) In case of denial of supply of Stationery & Cleaning Items, security deposit will be forfeited.
  - (ii) In case of delayed supply of Stationery & Cleaning Items, penalty @ 1% per week subject to maximum of 10% of the value of supply order will be imposed and will be deducted from the party bill.
  - (iii) In case of supply of Stationery & Cleaning Items for less than the approved period and supply for the remaining is evaded, the Department may take the supply of Stationery & Cleaning items from other agency even at the higher rate and difference of charges will be recovered from the bill or SD or both from the contractor even with termination of the agreement.
10. No transportation charges will be allowed for supply of Stationery & Cleaning Items to this office.

### 11. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connections therewith except as to matter the decision of which is specifically provided under this agreement the same shall be referred to sole arbitration of the O/o Controller, Communication Accounts, Patna Or in case his designation is changed Or his office is abolished then in such case to the sole arbitration of the officer for the time entrusted whether in addition to the function of the O/o Controller, Communication Accounts, Patna or by whatever designation such officers may be called (hereinafter referred to as the said officer).

There will be no objection to any such appointment that the arbitrator is Govt. servant of that he has to deal with the matter to which the agreement relates or that in the course of his duties as Govt. servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is



originally referred being transferred or vacating his office or being unable to act for any reason whatsoever such O/o Controller, Communication Accounts, Patna or the said officer shall appoint another person to act as arbitrator who will be entitled to proceed from the stage at which it was let out by his predecessors.

The arbitrator from time to time with the consent of parties enlarge the time frame for making and publishing the award subject to aforesaid Indian Arbitration Act, 1940 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the office of the Controller of Communication Accounts, Patna or such other places as the arbitrator may decide.

## **12. SET OFF**

Any sum of money due and payable to the contractor (including Security Deposit refundable to him) under this contract may be appropriated by the Department of the Govt. or any other person or person contracting through the Govt. of India and set off the same against any claim of the Department or Govt. or such person for payment of a sum of money arising out of this contract with the Department or Govt. or such other person contracting through the Govt. of India.

## **13. INDEMNITY**

The successful tenderer will indemnify the Department from any damage or loss arising out of the execution of the contract and in no case the department will bear the cost of damage or loss, if any arising out of the execution of the contract.

Signature & Seal by

Signature & Seal of Tenderer

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

Witness:-

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

## **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 instructions 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 built 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 'My 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 / XLS / 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.
- 7) 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 (ie 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 24x7 CPP Portal Helpdesk.

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