



**Tender Document  
for  
Engaging a registered agency for providing personnel for Sweeping & Cleaning Services  
(Safaiwala) through e-Procurement**

**Government of India  
Ministry of Statistics and Programme Implementation  
National Sample Survey Office  
Data Processing Centre  
Ahmedabad**

**Web site: [www.mospi.gov.in](http://www.mospi.gov.in)**



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Government of India  
Ministry of Statistics and Programme Implementation  
National Sample Survey Office  
Data Processing Centre  
Ahmedabad

Date: 17/08/2016

**NOTICE INVITING e-TENDER**

Data Processing Centre, NSSO, Ministry of Statistics & Programme Implementation, Ahmedabad invites e-Tender for engaging a registered agency for providing personnel for Sweeping & Cleaning Services (Safaiwala) at the office premises of this office located at 7<sup>th</sup> floor, Lilamani Corporate Heights, Opp. BRTS Bus Stop, Vadaj, Ahmedabad from interested bidders having office at Ahmedabad/Gandhinagar as per the Technical specifications and scope of works mentioned in this Tender Document. Mode of Tendering is e-Tender (online) on URL <https://eprocure.gov.in/eprocure/> app in Two-Bid System as Technical Bid and Financial Bid.

2. The tender document is available on <https://eprocure.gov.in/eprocure/app> and [www.mospi.gov.in](http://www.mospi.gov.in) from 17/08/2016.
3. Tender has to be submitted online on URL <https://eprocure.gov.in/eprocure/app> latest by **14/09/2016(5:00 PM)**. **Manual bids shall not be accepted.** Bidders are advised to follow the instructions provided in the tender documents for the e-submission of the bids online.
4. EMD (Bid Security) : Rs. 10,000/- (Rupees Ten thousand only)
5. Date & Time of Issuance of Tender : 17/08/2016; 5:00 PM
6. Date & Time of Pre-Bid Meeting: 24/08/2016; 11:00 AM
7. Last Date & Time for Submission of Bid: 14/09/ 2016; 5:00 PM
8. Date & Time for Opening of Technical Bid: 15/09/2016;11:00 AM
9. Date & Time for Opening of Financial Bid in respect of Technically qualified Bidders only : To Be Conveyed Separately.
10. Validity of Bid : 180 Days from the Last Date of Closing

(J. K. Bhagora)  
Assistant Director & Head of Office

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## **2. INSTRUCTIONS TO THE BIDDERS**

This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the NSSO(DPC),AHMEDABAD. It also provides information on online bid submission, opening, evaluation and contract award. The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (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.

### **2.1 REGISTRATION**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "Click here to Enroll" option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile number. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID / password and the password of the DSC /eToken.

### **2.2 PREPARATION OF BIDS**

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any published, before submitting their bids. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall 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.

- (iii) Any clarifications, if required, then same may be obtained online through the tender site, or in writing through the contact details given in the tender document.
- (iv) Bidder should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together using zip format.
- (v) Bidder can update well in advance, the documents such as experience certificates, financial reports, PAN, service tax, registration certificate and other relevant details etc., under "My Space" option, which can be submitted as per tender requirements.

This will facilitate the bid submission process faster by reducing upload time of bids.

### 2.3 BID SUBMISSION

Only Online Bids need to be submitted on "<https://eprocure.gov.in/eprocure/app>". The tenders shall be of 2 bid system (Technical Bid & Commercial Bid). Manual bids will not be accepted. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their bid. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than cover 2 will result in rejection of the tender.

2.3.1 **Submission of EMD:** Demand Draft/Bankers cheque for EMD should be submitted on or before the closing of bid at the following address:

Assistant Director & Head of Office  
NSSO (DPC)  
7<sup>th</sup> floor, Lilamani Corporate Heights  
Opp. BRTS Bus Stop  
Vadaj,  
Ahmedabad-380013

#### 2.3.2 Submission of Technical Bids

The bidder should upload the scanned copy of the entire following documents as part of the Technical Bid.

- a. Duly filled and signed Technical Bid as per **Annexure-'G'**
- b. Documentary evidence for having office at Ahmedabad/ Gandhinagar City.
- c. Audited balance sheet for the last three years.
- d. Copies of Work Orders for proof of Experience of at least three years.
- e. Copy of Service tax registration certificate, PAN as applicable.
- f. Copy ESI registration certificate.
- g. Copy EPF registration certificate.
- h. Duly filled and signed checklist as per **Annexure-'A'**
- i. Duly filled and signed Tender acceptance Letter as per **Annexure-'B'**
- j. Duly filled and signed Undertaking as per **Annexure-'F'**
- k. Copy of EMD.

#### 2.3.3 Submission of Commercial Bid

Commercial Bid (Scanned copy of Commercial Bid as per **Annexure-H**) should be submitted online only.



#### 2.4 Deadline for submission of Bids

Bids must be submitted online on URL <https://www.eprocure.gov.in/eprocure/app> within the due date and time given in notice inviting e-tender.

- 2.5 NSSO, DPC, Ahmedabad may extend this deadline for submission of bids by amending the bid documents. This will be suitably notified in the websites [www.mospi.nic.in](http://www.mospi.nic.in) and <https://www.eprocure.gov.in/eprocure/app>, if required.
- 2.6 NSSO,DPC, Ahmedabad reserves the right to accept the offer in full or in parts or reject summarily.
- 2.7 The bidding process is stipulated in the tender document clearly. In case of any clarifications about bidding process/eligibility criteria, the bidders may seek clarification during the pre-bid meeting. The clarifications sought after the pre-bid meet will not be entertained.
- 2.8 NSSO, DPC, Ahmedabad reserves its right to extend the tender date and reject the tender at any stage without assigning any reason.

#### 2.9 Other Instructions

- (i) Tenders will be evaluated based on the amount furnished at Sr. No. 10 of Annexure-H subject to fulfillment of the other terms and conditions specified herein.
- (ii) A bidder shall submit only one tender either by himself or as a partner.
- (iii) The Bidders are advised to visit the Office premises of NSSO (DPC) located at 7th floor, Lilamani Corporate Heights, Opp. BRTS Bus Stop, Vadaj, Ahmedabad-380013 before submitting their bid for physical inspection.
- (iv) The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his/her bid.
- (v) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.
- (vi) The bidder shall check the pages of all documents. In the event of discovery of any discrepancy or missing pages, the bidder shall inform NSSO, DPC, Ahmedabad before 5 (five) working days prior to opening of concerned tender in respect of technical bid only .
- (vii) In case, the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification in writing at least prior to 5 (five) working days of specified date of Pre-Bid meeting. Any such clarification, together with all details on which clarification had been sought, will also be published on MoSPI website i.e. [www.mospi.gov.in](http://www.mospi.gov.in)
- (viii) Except for any written clarification by the NSSO, DPC, Ahmedabad, which is expressly stated to be an addendum to the tender document, issued by NSSO, DPC, Ahmedabad no written or oral communication, presentation or explanation by any other employee of NSSO (DPC), Ahmedabad shall be taken to bind or fetter NSSO (DPC), Ahmedabad under the contract.



### 3. Qualification Requirement

- 3.1 **Location of Firm:** The Bidders must have their office in Ahmedabad/Gandhinagar city and must conform to norms of the Government pertaining to registration and taxation.
- 3.2 **Financial status:** Annual financial turn over during the last 3 year ending 31st March of previous year should be at least Rs. 5 Lakhs every year. (i. e. 2013-14, 2014-15 & 2015-16).
- 3.3 **Experience:** Experience of providing similar services during atleast three years in the past.
- 3.4 Bidder should submit following documents online:
- a) Duly filled and signed Technical Bid as per **Annexure-'G'**
  - b) Documentary evidence for having office at Ahmedabad/ Gandhinagar City.
  - c) Audited balance sheet for the last three years. In case the audited balance sheets are not available, then CA certified provisional balance sheets should be submitted by the bidder.
  - d) Copies of Work Orders for proof of Experience of at least three years.
  - e) Copy of Service tax registration certificate, PAN as applicable.
  - f) Copy ESI registration certificate.
  - g) Copy EPF registration certificate.
  - h) Duly filled and signed checklist as per **Annexure-'A'**
  - i) Duly filled and signed Tender acceptance Letter as per **Annexure-'B'**
  - j) Duly filled and signed Undertaking as per **Annexure-'F'**
  - k) Copy of EMD.



#### 4. GENERAL CONDITIONS OF CONTRACT (GCC)

- 4.1 The tender should be submitted online only on <https://www.eprocure.gov.in/eprocure/app>.
- 4.2 Tenders should be for Engaging a registered agency for providing personnel for Sweeping & Cleaning Services (Safaiwala). Partial bidding is not permitted.
- 4.3 **Bid Validity:**
- (i) The tender submitted should be valid for 180 days from the date of opening the tender.
  - (ii) NSSO (DPC), Ahmedabad may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid to this extent only.
- 4.4 **Earnest Money Deposit (EMD)**
- (i) Earnest Money Deposit of Rs. 10,000 (Rs. Ten Thousand Only) in the form of a Banker's Cheque or Demand Draft drawn on any Commercial/Nationalized Bank in favor of 'Assistant Director, NSSO(DPC), Ahmedabad' payable at Ahmedabad. The same should reach 'Assistant Director, NSSO(DPC), 7th floor, Lilamani Corporate Heights, Opp. BRTS BUS Stop, Vadaj, Ahmedabad on or before the last date for submission of bids failing which offer will be rejected. Bidders, however, have to attach scanned copies of Earnest Money Deposit (EMD) along while submitting the bids online. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash / cheque. No interest is payable on EMD.
  - (ii) The EMD will be returned to all un-successful bidders after finalization of tender and shall bear no interest. EMD will be refunded to the successful bidder after submitting Performance Security Deposit (PSD).
  - (iii) The EMD shall be forfeited, if the bidder withdraws the bid during the period of bid validity specified in the tender.
- 4.5 The contracts concluded by NSSO(DPC), Ahmedabad are subjected to the final approval of the competent authority.
- 4.6 **Interpretation of the clauses in the Tender Document**  
Misinterpretation of the Tender Notice by the bidders is not the responsibility of the NSSO (DPC), Ahmedabad. In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, the interpretation of the Deputy Director General, NSSO (DPC), Ahmedabad shall be final and binding on all parties.
- 4.7 The **Pre-Bid meeting** will be held at NSSO(DPC), 7<sup>th</sup> floor, Lilamani Corporate Heights, Opp. BRTS Bus Stop, Vadaj, Ahmedabad on 24/08/2016 at 11:00 AM.

#### 4.8 TERMS & CONDITIONS

- (i) Atleast two personnel are to be engaged by the agency for sweeping and cleaning of the office premises for which tenders are invited through this tender document. The number of personnel to be engaged should be clearly indicated at Sr. No. 9 of the Commercial bid (Annexure- H).
- (ii) The person to be deployed by the service provider as Safaiwala should be active and having good health and should be at least semi-literate.
- (iii) The Agency will have to employ trained civilian as Safaiwala, who has at least one year of experience in cleaning of bathrooms, toilets, open areas/carpet areas with garbage collection etc.
- (iv) The contractor must ensure that:-
  - (a) The staff do not smoke in the office premises;
  - (b) Any specific sanitation task assigned by the NSSO (DPC) or any officer authorized by the Administration is carried out diligently and well in time;
  - (c) The salary/wages shall be distributed in full as settled between the contractor and the workers duly keeping in view the contract signed between the contractor and the NSSO (DPC), Ahmedabad.
- (v) Bidders should not indulge in employing child labour.
- (vi) For Safaiwala, the working hour would normally be of 8 hours (0700 hrs to 1500 hrs) per day from Monday to Friday (except on Central Govt. holidays). However, the Agency shall have to depute worker on Saturdays/Sundays/Central Govt. holidays in case of need.
- (vii) NSSO (DPC) will have the right to adopt any measures/setup system for ensuring proper performance of duty of Safaiwala deployed by the contractor, including their being in proper uniforms, punctuality, discipline etc.
- (viii) Payment shall be made on monthly basis on receipt of a bill from the contractor in duplicate, duly pre-receipted on revenue stamp and complete in all aspect. No advance payment in any case would be made. The monthly payment will be subject to satisfactory services being rendered. The payment would be based on actual attendance during a month.
- (ix) The Period of contract shall initially be for one year extendable for another year on satisfactory performance with such amendments as may be mutually agreed upon and also subject to the necessary approval of the Competent Authority. NSSO (DPC) also reserves the right to terminate the contract after giving 30 days' notice without assigning any reason thereof.
- (x) The service provider shall be contactable at all times and message sent by Tel/E-mail/Fax/Special Messenger from this office to the service provider shall be acknowledged within 2 hours on the same day.
- (xi) The person engaged by the Agency should not have any adverse Police records/criminal cases against him. The Agency would be responsible to make adequate enquiries about the character and antecedents of the person before proposing deployment his engagement for the purpose. Proofs of identity like driving license, Election photo Identity Card, bank account details, proof of residence and recent photograph should be submitted to the NSSO (DPC).The Service provider shall withdraw such employee who is not found



- suitable by the office for any reasons immediately on receipt of such a request from NSSO (DPC).
- (xii) If the worker is found misbehaving with any officer/Staff of the NSSO (DPC), the Contractor shall, on receipt of instruction of the competent authority in this regard, replace such workers. The Contractors shall issue necessary instructions to its employee to act upon the instructions given by the Officer of NSSO (DPC).
- (xiii) The agency shall be solely responsible for complying with all the provisions of EPF and Misc. Provisions Act, 1952 and ESI Act relating to the manpower engaged for this contract and in the event of any liability by virtue of its being principal employer due to failure of the contractor shall indemnify and reimburse the amount payable by NSSO (DPC) on this account.
- (xiv) The contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at NSSO (DPC) in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of proof of payment by the contractor.
- (xv) **The contractor shall particularly abide by the provisions of Minimum Wages Act (Central Sphere) 1948. In any case, the wage should not be lower than the minimum wage of central sphere.** If the minimum wages is revised by the Government of India during the contract period, the incremental wages, if applicable, will be provided.
- (xvi) The successful Agency will be required to execute an agreement with NSSO (DPC) within the period specified in the award letter. In case the successful agency fails to enter into the agreement with NSSO (DPC) within the specified date mentioned in the award letter, the EMD deposited by such Agency shall be forfeited without giving any further notice.
- (xvii) There is no master and servant relationship between the employees of the service provider and the NSSO (DPC) and further the engaged person of the service provider shall have no claim for any absorption in service of the Government of India at any stage.
- (xviii) The NSSO (DPC) reserves the right to accept or reject any or all tenders without assigning any reason.
- (xix) Tenders should remain valid for 180 days from the date of opening of tenders with a provision for suitable extension.
- (xx) Unsatisfactory performance of contract at any stage of during contract period shall be liable for termination of work award order and may also lead to forfeiture of performance-cum-security deposit.
- (xxi) **PENALTY CLAUSE:-** In case of any irregularities noticed, the penalty amount will be levied by NSSO (DPC) up to the extent of 10% of the monthly charges due for the relevant month, after issuing show cause notice to the agency and considering the explanation of the agency, if submitted within stipulated time. Such repeated irregularities will make the agency liable for cancellation of contract with forfeiture of the Security Deposit.



#### **4.9 BID OPENING & EVALUATION:**

- (i) The Technical bids will be opened online at the time & date as specified in the tender document. All the statements, documents, certificates, Demand Draft etc. uploaded by bidder will be verified & downloaded, for technical evaluation.
- (ii) The bidder can witness bid opening from their respective locations logging in through their login ID, password at the designated time of bid opening.
- (iii) The Technical Bid will be evaluated against the specified parameters/criteria & the technically qualified bidders will be identified.
- (iv) The Dy. Director General, NSSO (DPC), Ahmedabad reserve the right of relaxation in qualification requirement prescribed in para 3 of the tender document.
- (v) Tender Evaluation Committee of this Centre may inspect the premises of the technically qualified firms. During the inspection if the Committee finds any shortcomings, the firms which are already technically qualified will be disqualified. This is binding and final.
- (vi) Commercial bids of only the technically qualified bidders as mentioned in the above para will be opened online for evaluation.

#### **4.10 AWARD CRITERIA FOR AWARD OF CONTRACT**

- (i) NSSO(DPC),Ahmedabad will award the Contract to the successful Bidder whose bid would be determined to be substantially responsive, technically complied, satisfying all terms and conditions and determined as the best evaluated bid in terms of lowest rates. The lowest rates (L1) will be evaluated as per Sr. No. 10 of Commercial Bid Format (Annexure H).
- (ii) The successful bidder shall be required to furnish a Performance Security within 10 days of receipt of 'Work Order' for an amount of 5% of total annual amount in the form of a Bank Guarantee from any nationalized/commercial bank in an acceptable form (Annexure-D) in favour of 'Assistant Director, NSSO(DPC),Ahmedabad' as per the payment terms. The Performance Security shall remain valid for a period of sixty days beyond the contract period.
- (iii) Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Performance Security.
- (iv) The bid of bidders, quoting false information will be cancelled and EMD will be forfeited.
- (v) Among all technically qualified bids, the lowest quoted price will be termed as L1 subject to fulfillment of the prescribed terms and conditions. If two or more technically qualified bidders fall in L1 category, the work order will be given to the firm having more Annual Turn Over.
- (vi) NSSO(DPC),Ahmedabad shall reserve right to change the conditions partially or fully with prior intimation on the web-site.

#### **4.11 PAYMENT TERMS**

Payment will be made on monthly basis after completion of month subject to fulfillment of the other terms and conditions of the Tender Document.



**4.12 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-**

- (i) NSSO (DPC), Ahmedabad is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- (ii) NSSO(DPC),Ahmedabad may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Departments/Institutions/Public Sector Undertakings, etc.
- (iii) Bids without EMD will be summarily rejected.
- (iv) If price is mentioned in the "Technical Bid" it shall lead to rejection of the bid.

**4.13 TERMINATION BY DEFAULT:**

NSSO (DPC), Ahmedabad may, without prejudice to any other remedy for breach of contract, by written notice of default sent to firm, terminate the Contract in whole or part if the firm fails to perform any other obligations under the Contract.

**4.14 FORFEITURE OF EMD / PERFORMANCE SECURITY DEPOSITS:**

- (i) If the successful bidder refuses/fails to accept work order within **Ten days**, EMD will be forfeited.
- (ii) If the Bidder withdraws tender before/after finalization of the tender, EMD will be forfeited.
- (iii) If the successful bidder abandons the contract, EMD will be forfeited.
- (iv) If the contract is terminated by NSSO (DPC), Ahmedabad due to poor performance/variation of any clause of agreement or any bad act of selected bidder, Performance Security will be forfeited.

**4.15 REJECTION OF THE BID**

- (i) The bidder is expected to examine all instructions, formats, terms & conditions, & scope of work in the bid document. Failure to furnish all information required as per bid document or submission of bid which is not substantially responsive to the bid document in every respect may result in rejection of bid. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of the Dy. Director General, NSSO (DPC), Ahmedabad will be final.
- (ii) No prices are to be indicated in the Technical bid and if price is mentioned in the "Technical Bid" it shall lead to rejection of the bid.
- (iii) Bid without EMD will be summarily rejected.
- (iv) The bidder will have to furnish the requisite documents supporting the qualification/eligibility criteria and credential as specified in the bid document, failing which the bid is liable to be rejected.
- (v) The discount, if any, should be merged with the quoted prices. If the bidder does not follow this stipulation, the bid is liable to be rejected.
- (vi) The bids received after specified date & time will not be considered.
- (vii) The bids received through any mode e.g. e-mail/Post/Fax other than e-tendering will not be considered.

**4.16 BLACKLISTING**

Company/Firm blacklisted by Govt./PSU/Corporate organization are not eligible to Bid. If at any stage of bidding process or during the currency of contract, such Information comes to knowledge of NSSO(DPC),Ahmedabad, then NSSO(DPC),Ahmedabad shall have right to reject

the bid and forfeit the EMD or terminate the contract, as the case may be, without any compensation to the bidder. The Bidder should submit the duly signed undertaking, as per the format given at Annexure 'F', alongwith the technical bid.

**4.17 DISPUTE RESOLUTION:**

- (i) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Deputy Director General, NSSO (DPC), Ahmedabad.
- (ii) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (iii) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Ahmedabad only.

**4.18 JURISDICTION OF COURT:**

The courts at Ahmedabad shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**4.19 ARBITRATION**

In case of any disputes between the parties viz. NSSO (DPC) on one hand and the agency/firm awarded the Contract on the other, arising out on account of scope of work and other mandatory liabilities as stated in the Contract Agreement, the dispute shall be referred to an Arbitrator as per Arbitration and Reconciliation Act 1996, in Ahmedabad (Gujarat) jurisdiction.

**4.20 FORCE MAJEURE**

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under the agreement, shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God,(herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such non performance or delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.

#### **4.21 Execution of the Service Contract**

Bidder has to start the services at site within 10 days from the date of issue of order. The site refers to 7<sup>th</sup> floor, Lilamani Corporate Heights, Opp. BRTS Bus Stop, Vadaj, Ahmedabad. Penalty will be charged @ 0.5% of the contract value per day subject to maximum of 5% of total order value of a year, in case of delay in starting the services within the stipulated time period.

Delay beyond 15 days shall lead to cancellation of Order, forfeiture of EMD and disallowing of participation in future for tenders of NSSO (DPC), Ahmedabad. In case the services are not complying to the terms and conditions, the contract shall be terminated with forfeiture of EMD and the necessary information will be circulated to the concerned authorities including NSIC authorities (for the bidders registered with NSIC), disallowing of participation of the bidder in future tenders of NSSO(DPC),AHMEDABAD and others.

#### **4.22 Location of Firm**

The bidder should have an office located in Ahmedabad or Gandhinagar City. The bidder should furnish the names, locations, complete postal address, telephone numbers and fax numbers of contact persons including bidder. Any change in the above details shall have to be intimated in writing by the FIRM to the in charge of the NSSO (DPC), AHMEDABAD at the earliest.

#### **4.23 Agreement**

The successful bidder has to enter into agreement as per the **Annexure - E**. The agreement shall be submitted along with the acceptance of the Work Order.

## 5 Scope of Work/Services

### SWEEPING / CLEANING:

Cleaning the entire premises which include office rooms/halls, verandas/corridors, toilet and lavatories located at 7<sup>th</sup> floor, Lilamani Corporate Heights, Opp. BRTS Bus Stop, Vadaj, Ahmedabad-380013. The scope will also include proper collection/disposal of the garbage / waste / dirt material as per the procedures of the local authority. The required material for sweeping and cleaning of the office premises will be provided by the office i.e. NSSO (DPC). Detailed scope of the work/services is as under:-

Sl. No.	Description of Work/Services	Periodicity	Remarks
(i)	Sweeping and cleaning of all rooms, corridors	Once Daily	Using cleaning powder and wipe-out for floors.
(ii)	Cleaning all toilets and wash basins with fittings etc.	Once Daily	Using phenyl, hydrochloric acid, detergent powder, if so required, naphthalene balls to be added regularly to urinal pots and wash basins etc.
(iii)	Cleaning choked toilets	As and when required	Conventional way of cleaning
(iv)	Collection / Disposal of garbage from dustbins / containers	Twice daily	Collection through dustbins located at different positions in the offices premises
(v)	Upkeep of the building (including corridor/verandas etc.)	Daily	
(vi)	Miscellaneous Work	As and when required	

Apart from the above, the NSSO (DPC) can assign any type of job in the office premises related to sanitation and cleaning etc.

## Annexure- A

## Check List

Sr. No.	Description	To be filled in by the bidder
1	Name of the Bidding Agency/Firm	
2	Detailed office address of the Agency/Firm with office telephone number, e-mail ID, Mobile number and the name of the contact person	
3	Address of the Agency/Firm in Ahmedabad/ Gandhinagar with office telephone number, e-mail ID, Mobile number and the name of the contact person	
4	Whether documentary evidence for having office at Ahmedabad/Gandhinagar city is attached? (Yes/No)	
5	Whether Audited balance sheet for the last three years to be filed is attached? In case the audited balance sheets are not available, then CA certified provisional balance sheets should be submitted by the bidder. (Yes/No)	
6	Whether copy of Work Orders for proof of Experience of at least 3 years is attached? (Yes/No)	
7	Whether copy of Service <b>tax registration certificate, PAN</b> as applicable is attached? (Yes/No)	
8	Whether copy of <b>ESI registration certificate</b> as applicable is attached? (Yes/No)	
9	Whether copy of <b>EPF registration certificate</b> as applicable is attached? (Yes/No)	
10	Whether duly filled and signed Tender acceptance Letter as per <b>Annexure-'B'</b> is attached? (Yes/No)	
11	Whether copy of EMD is attached? (Yes/No)	
12	Whether the Undertaking as per format in <b>Annexure-F</b> is uploaded? (Yes/No)	
13	Whether the Technical bid as per format in <b>Annexure-G</b> is uploaded? (Yes/No)	
14	Whether the commercial bid as per format in <b>Annexure-H</b> is uploaded? (Yes/No)	

Signature &amp; Seal of the Bidder

Name and Address:



**TENDER ACCEPTANCE LETTER**

Date:.....

To

The Deputy Director General,  
NSSO (DPC), MOS & P I  
7<sup>th</sup> floor, Lilamani Corporate Heights,  
Opp. BRTS Bus Stop,  
Vadaj,  
Ahmedabad-380013.

Sub: Acceptance of tender for engaging a registered agency for providing personnel for Sweeping & Cleaning Services (Safaiwala)

Ref: D-31016 /Outsourcing/2014-Genl. dated 17<sup>th</sup> August' 2016

Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned Work/Services from the web site <https://www.eprocure.gov.in/eprocure/app>.
2. I/We hereby certify that I/we have read all the terms and conditions of tender document including the Scope of Works/Services, Terms and Conditions, all Annexure(s)/Para's, etc., which shall form part of the contract agreement and I/we undertake to abide by all the terms & conditions contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
6. I/ We confirm that our bid shall be valid up to 180 days from the date of opening of bid.
7. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures/Para's etc. furnished herewith is true and correct.
8. I/ We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.
9. I/ We understand that you are not bound to accept the lowest or any bid you may receive.
10. I/ We certify / confirm that we comply with the eligibility requirements as per Bid documents.



11. I/We declare and confirm that (i) we have not been Black listed or deregistered by any Central/State government department or Public sector undertaking and none of our works had ever been terminated by client after award of contract during last three years. (ii) No agent, middle man or any intermediary has been or will be engaged to provide any service, or any other item of work related to the award and performance of this contract. We acknowledge the right of the employer, if he finds to the contrary, to declare our tender to be non-compliant and even if the contract has been awarded to declare the contract Null and void.
12. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
13. In case any provisions of this tender are found violated by us, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

**Signature & Seal of the Bidder**

**Name and Address:**

Annexure-C

**EMD FORWARDING LETTER**

To

The Deputy Director General,  
NSSO(DPC),MOS & P I  
7<sup>th</sup> floor, Lilamani Corporate Heights,  
Opp. BRTS Bus Stop,  
Vadaj,  
Ahmedabad-380013.

Sub: Earnest Money Deposit

Ref : Tender Document No. D-31016 /Outsourcing/2014-Genl. dated 17th August 2016

Dear Sir,

We, M/s. \_\_\_\_\_, having read and examined in detail the bid document and amendments for **“Tender for Engaging a registered agency for providing personnel for Sweeping & Cleaning Services (Safaiwala)”**.

We, M/s. \_\_\_\_\_ hereby submit EMD of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in the form of Demand Draft / Banker's Cheque

The details are as under:

- a. Name of Issuing Bank :
- b. Demand Draft/ Banker's Cheque :
- c. Amount :
- d. Dated :

We, M/s. \_\_\_\_\_ having read and understand the clause no. \_\_\_\_\_ towards forfeit of EMD.

**Yours Sincerely,**

**Signature & Seal of bidder**

**FORM OF BANK GUARANTEE FOR WARRANTY PERFORMANCE SECURITY**

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_  
(Name of the Bank) (hereinafter called the "Bank") of the one part and \_\_\_\_\_(Name of the Department) (hereinafter called the "Department") of the other part.
2. WHEREAS \_\_\_\_\_ (Name of the Department) has awarded the contract for Security services contract for Rs. \_\_\_\_\_(Rupees in figures and words) (hereinafter called the "contract") to M/s \_\_\_\_\_(Name of the contractor) (herein after called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_  
(Amount in figures and words).
4. NOW WE the Undersigned \_\_\_\_\_(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_(Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount without demur upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay and demer without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least three months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_  
in the presence of:

Witness-1.

Witness-2.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**Annexure -E**

**CONTRACT AGREEMENT FORMAT**

This Deed of Agreement is made and entered into on \_\_\_\_\_ day of \_\_\_\_\_ 2016

**BETWEEN**

NSSO(DPC), Ministry of Statistics and PI, Government of India having its Office at 7<sup>th</sup> floor, Lilamani Corporate Heights, Opp. BRTS Bus Stop, Vadaj, Ahmedabad-380013 represented by its Deputy Director General (here in after called the NSSO(DPC),AHMEDABAD which term shall include its successors and assigns) on the one Part.

**AND**

\_\_\_\_\_ having its office at \_\_\_\_\_

\_\_\_\_\_ (here in after called THE FIRM which term shall include successors and assigns) on the other Part.

Whereas THE NSSO(DPC),AHMEDABAD is willing to give work order for providing personnel for Sweeping and Cleaning services(Safaiwala) (here in after called work contract) through the Advertised Tender Enquiry No. D-31016 /Outsourcing/2014-Genl. dated 17th August 2016.

And whereas for this purpose THE NSSO (DPC),AHMEDABAD selects THE FIRM to award of contract based on its bid proposal against the Advertised Tender Enquiry.

And whereas THE FIRM expresses their desire to enter into an agreement with NSSO (DPC), AHMEDABAD for the job fully described in the Advertised Tender Enquiry.

**NOW THIS DEED OF AGREEMENT WITNESS THE TERMS AND CONDITIONS AS FOLLOWS :**

1. That the whole contents of the Advertised Tender Enquiry No. D-31016 /Outsourcing/2014-Genl. dated 17th August 2016 including all amendments/clarifications thereof and firm's Proposal dated \_\_\_\_\_ shall be deemed to form an integral part of this Contract.
2. That the work awarded through the above mentioned tender enquiry will have to be carried out at 7<sup>th</sup> floor, Lilamani Corporate Heights, BRTS Road, Vadaj, Ahmedabad.
3. That the quality of the services shall be as per the scope of work/services and terms and conditions specified by NSSO(DPC),AHMEDABAD as well as proposal submitted by THE FIRM and approved by NSSO(DPC),AHMEDABAD.
4. That THE FIRM shall not without the consent in writing of NSSO(DPC),AHMEDABAD assign or sub-let the contract or any part thereof, or make any agreement with any person/company for the execution of any portion of the services. In this regard consent by NSSO(DPC),AHMEDABAD will not relieve THE FIRM from full and entire responsibility for this Agreement.
5. That THE FIRM shall indemnify NSSO(DPC),AHMEDABAD in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them i.e. THE FIRM.

6. That the Payment of Rs. \_\_\_\_\_ (Rs. In words) shall be made by NSSO (DPC), AHMEDABAD as per terms laid in the Advertised Tender Enquiry.
7. That if THE FIRM shall in any manner neglect or fail to carry on the work or performance of the terms of the Agreement with due diligence or violates any of the terms of this Agreement NSSO(DPC),AHMEDABAD shall be entitled to cancel The Agreement and demand damages.
8. That if THE FIRM fails to provide the services as per agreed Schedule, penalty will be imposed by NSSO (DPC),AHMEDABAD at as per suitable clause of the Advertised Tender Enquiry.
9. That the terms of this Agreement shall be GOVERNED by the Laws of the Land i.e. Indian Laws.
10. That if any dispute arises in connection with or under this Agreement between the Parties hereto, the matter shall be referred to the sole Arbitrator appointed by the Deputy Director General, NSSO (DPC), AHMEDABAD. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 with venue of arbitration at Ahmedabad only. All disputes shall be subject to jurisdiction of courts of Ahmedabad only.
11. That the Agreement shall come into force immediately and shall remain valid until the final completion of the job or till cancelled by NSSO (DPC), AHMEDABAD.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_ for and on behalf of the FIRM and NSSO (DPC), AHMEDABAD as follows:

**FIRM**

**NSSO(DPC),AHMEDABAD**

.....

.....

Annexure -F

**UNDERTAKING**

I hereby undertake and declare that the firm/agency.....have not been blacklisted by any Government/PSU/Corporate Organization.

Date: .....

Place:.....

Signature of the authorised person:.....

Full Name:.....

Agency's Seal:



**Technical Bid**

To

The Deputy Director General,  
NSSO(DPC), MOS & P I  
7<sup>th</sup> floor, Lilamani Corporate Heights,  
Opp. BRTS Bus Stop,  
Vadaj,  
Ahmedabad-380013.

Sir,

I/we declare that I/we have gone through and shall abide by the terms & conditions detailed in the Tender document for execution of work. The rates are as under:-

1. Name of Agency :
2. Name of Proprietor/Director of the Agency :
3. Full Address of Reg. Office :
  - a) Telephone No. :
  - b) FAX No. :
  - c) E-Mail Address: :
4. PAN No. of the Agency (Attach copy of the PAN Card) :
5. Service Tax Registration No. (Attach copy of the Reg. Certificate) :
6. EPF Registration No. (Attach copy of the Reg. Certificate) :
7. E.S.I. Registration No. (Attach copy of the Reg. Certificate) :
8. Demand Draft of requisite Earnest Money (Detail) :
9. Financial turnover of the Agency for the last 3 years (Copy of the turnover statement of last three years duly Certified by Chartered Accountant to be attached).

Financial Year	Amount (in Rs.)	Remarks if any
2013-14		
2014-15		
2015-16		



10. Details of Major contract with Central Government/State Governments/PSUs/Reputed Private Firms handled by the tendering Agency for providing manpower during the last three years in the following format (attested copies of the last three years work award may be enclosed):

Sr. No.	Details of client along with address, telephone and FAX numbers	Amount of Contract (in Rs.)	Duration of Contract		Nature of contract	
			From	To	Type of man power provided	No. of persons deployed
1						
2						
3						

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

11. I,.....Son/Daughter/Wife of Shri.....Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;
12. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
13. I abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus etc., and any other charges applicable from time to time. I will pay the wages to the personnel deployed as per Minimum wages act as amended by the Government from time to time and shall be fully responsible for any violation.
14. 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.

Date: .....  
Place:.....

Signature of the authorised person:.....  
Full name:.....  
Agency's Seal:

**Annexure -H**

**Commercial Bid**

To

The Deputy Director General,  
NSSO(DPC), MOS & P I  
7<sup>th</sup> floor, Lilamani Corporate Heights,  
Opp. BRTS Bus Stop,  
Vadaj,  
Ahmedabad-380013.

Sir,

I/we declare that I/we have gone through and shall abide by the terms & conditions detailed in the Tender document for providing services. The contractor is advised to visit the NSSO (DPC) Office premises before submitting his bid. The buildup area of the office premises is approx. 11955 Sq.ft. The rates are as under:-

Sr. No.	Description	Per Person Monthly Rate (Rs.)
1	Daily wage per day	
2	Basic monthly remuneration (for 22 days) [ (Sr. No. 1)*22] (to be paid to the worker)	
3	Service Charge on the Basic monthly remuneration i.e. on Sr. No. 2 (mention % )@.....%	
4	ESI(mention % ) @.....%	
5	EPF(mention % ) @.....%	
6	Sum of Sr. No. 2 to Sr. No. 5	
7	Service Tax on sub-total (Sr. No.6) (mention % )@.....%	
8	Sum of Sr. No. 6 and Sr. No. 7	
9	No. of personnel to be engaged for Sweeping and Cleaning (Refer para 4.8(i))	
10	<b>Total Amount(Sr. No. 8 X Sr. No. 9)</b>	

Date: .....

Place:.....

Signature of the authorised person:.....

Full name:.....

Agency's Seal:

**Special Instructions to the Bidders for the e-submission of the bids**

1. Bidder should do the registration in the tender site <http://eprocure.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as MTNL/SIFY/TCS/nCode/eMudra.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls /rar/dwf formats. If there is more than one document, they can be clubbed together.
8. Bidder should get ready the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date & time for the tender.
9. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
10. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
11. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
12. The details of the Earnest Money Deposit document submitted physically to the Dept and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
13. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
14. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
15. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
16. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

17. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
18. The bidders are requested to submit the bids through online e - tendering system to the TIA well before the bid submission end date & time **(as per Server System Clock)**.
19. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**
20. If the bidder submits the bid in manual form, he should have already registered in the tender site and he has to inform the registration ID in the bid submitted otherwise his tender will not be considered.

For any other queries, the bidders are asked to contact through Mail: [cppp-nic@nic.in](mailto:cppp-nic@nic.in)