

# BID DOCUMENT

## TENDER FOR DATA ENTRY OPERATORS, OFFICE UPKEEP AND HOUSEKEEPING SERVICES



OFFICE OF DEPUTY DIRECTOR GENERAL  
TELECOM ENFORCEMENT, RESOURCES &  
MONITORING, FIRST FLOOR, TELEPHONE  
EXCHANGE, 197,  
RAJPUR ROAD DEHRADUN,  
UTTARAKHAND

Website: [www.dot.gov.in](http://www.dot.gov.in)

( Tender No.: DDG/TERM/UKD/Outsourcing of Services Tender/2015-16)

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Government of India  
Ministry of Communication & IT  
Department of Telecommunications  
O/o Dy. Director General: Telecom Enforcement, Resource & Monitoring  
1<sup>st</sup> Floor, Telephone Exchange,  
197, Rajpur Road, Dehra Dun, Uttarakhand

Notice Inviting Tender

Tender No.: DDG/TERM/UKD/Outsourcing of Services Tender/2014-15

Sealed Tenders are invited on behalf of the President of India for the work of outsourcing the services of Data Entry Operators, office upkeep and housekeeping services initially for a period of one year further may be extendable by Six months, from reputed Companies/firms/agencies having executed similar type of work with Government/PSUs and other reputed Private /Autonomous organizations. For further details of tender, please visit our website: [www.dot.gov.in](http://www.dot.gov.in) or [eprocure.gov.in](http://eprocure.gov.in) The last date for submission of tender documents will be 15:00 hours on 26.10.2015. The tenders will be opened at 15:30 hours on 26.10.2015 in presence of Tenderer or their representatives, who may be present in the office of DDG (TERM) Uttarakhand, 197, Rajpur Road, Dehradun, Uttarakhand on the given date and time. The details of Tender are as under:

Tender No.	Estimated cost	Cost of Bid Document	Bid Security (EMD)
DDG/TERM/UKD/ Outsourcing of Services Tender/2015-16	Rs.780000/-	Rs.600/-	19500/-

The tender document can be procured from the office of DDG (TERM) 1<sup>st</sup> Floor, Telephone Exchange, 197, Rajpur Road, Dehra Dun, Uttarakhand, on payment of Rs.600/- (Rs. Six hundred only) in cash (Non- refundable) up to 17:00Hrs of each working day from 28/09/2015 to 26.10.2015 . The receipt for Rs.600/- (Rs. Six hundred only) must be enclosed along with the 'Technical bid'. The tender document can also be downloaded from the website. In such case, D/D of Rs 600/- (Rs. Six hundred only) in favor of "Accounts Officer (cash), O/o CCA, Uttarakhand" must be enclosed in the 'Technical Bid'. Technical bid without the above receipt or D/D will be summarily rejected.

Director(TERM)  
1<sup>st</sup> Floor, Telephone Exchange, 197,  
Rajpur Road, Dehra Dun, Uttarakhand  
Contact Nos: 0135-2734989(O)

Tender for engagement of agencies for Outsourcing of Data Entry operators, Office Upkeep and Housekeeping Services in the office of DDG (TERM) Dehradun, Uttarakhand.

Term & Conditions of Tender

I. SCHEDULE:

The Bid document may be purchased from the office of Deputy Director General (Telecom Enforcement, Resource & Monitoring), 1<sup>st</sup> Floor, Telephone Exchange, 197, Rajpur Road, Dehra Dun, Uttarakhand as per the following schedule. The same may also be downloaded from the website [www.dot.gov.in](http://www.dot.gov.in)

Date & Time of issue of Bid Document : 28/09/2015 to 25.10.2015  
(From 10:00 Hrs to 17:00Hrs on working days)

Last date & Time for receipt of Tenders : 26.10.2015 at 15:00 Hrs

Date & Time of opening of Technical Bid : 26.10.2015 at 15:30 Hrs  
For technically valid bids only)

Date & Time of opening of Financial Bid : 26.10.2015 at 15:30 Hrs

Place for opening of the tender : O/o Dy. Director General (TERM) 1<sup>st</sup> Floor, Telephone Exchange, 197, Rajpur Road, Dehra Dun, Uttarakhand.

Validity of tender : One year from the date of agreement

II. GENERAL CONDITIONS:

1. Sealed tenders are invited for providing Three nos. Data Entry Operators (Skilled) and Two nos. Unskilled Manpower at the office of Deputy Director General (Telecom Enforcement, Resource & Monitoring) Uttarakhand, 1<sup>st</sup> Floor, Telephone Exchange, 197, Rajpur Road, Dehra Dun, Uttarakhand from the Companies/Firms/Agencies who have executed work of similar nature and magnitude in a single contract satisfactorily in Government Departments or Public Sector Undertakings/Reputed Private/ Autonomous organizations. The Tenderers must have their office/ branch in Dehradun, Uttarakhand and the address and contact details must be mentioned in the technical bid. The tender should be completed in all respects. Rates should be quoted as given in the 'Financial Bid'.

The Contract shall be for a period of twelve months from the date of agreement. The period of contract may be extended on the same terms and conditions for a further period of six months.

2. The Tenderer shall be submitted the Bid document as under:

The 'Technical Bid' (Annex-I) shall be put in a sealed cover superscribing 'Technical Bid' in bold letters. The 'Financial Bid' (Annex-II) shall be put in a separate sealed cover superscribing 'Financial Bid' in bold letters. Both the above sealed envelopes(covers) shall be contained in a third separate sealed cover superscribing as "Tender for outsourcing the services" along with the name of Company/ Agency/ Firm which shall be dropped in the tender box placed in the office of DDG (TERM), 1st Floor, Telephone Exchange, 197, Rajpur Road, Dehra Dun, Uttarakhand .

3. The cost of the bid Document is Rs. 600/- (Rupees Six hundred only). The 'Technical Bid' must contain the receipt of Rs. 600/- (Rs. Six hundred only, Non refundable (In case the bid document is being purchased from the O/o DDG TERM Uttarakhand) or the demand draft of Rs. 600/- (In case the bid document is being downloaded from website [www.dot.gov.in](http://www.dot.gov.in) or [eprocure.gov.in](http://eprocure.gov.in)) in favor of "Accounts Officer (Cash) , O/o CCA, Uttarakhand, payable at Dehradun towards the cost of the tender document.
4. The tenderer has to declare in writing that he is not having any relationship with any of employee of the O/o DDG (TERM), Uttarakhand. the tenderer has to submit the declaration as per the Annexure-'A'
5. The Earnest Money Deposit (EMD) amounting to Rs. 19500/- (Rupees nineteen thousand and Five hundred only) by demand draft or bankers cheque drawn in favour of "Accounts Officer ( Cash), O/o CCA, Uttarakhand" should accompany the tender. Tenders received without earnest money shall be summarily rejected.
6. EMD of the successful tenderer will be forfeited if he fails to commence the work as per letter of awarding the work to the successful tenderer. EMD of the unsuccessful Tenderer shall be returned within 6 weeks after award of work.
7. The DDG (TERM) Uttarakhand does not bind himself to accept the lowest or any bid and reserves the right of accepting/rejecting the whole or any part of the bid.
8. The Company/Agency/Firm shall fulfill the legal requirement of obtaining license under the contract Labour (Regulation & Abolition) Act. The company Agency/Firm should submit the Contract License issued by the Labour Commissioner; under Contract Labour(R&A) Act. Every page of the tender document must be signed by the tenderer with seal of the Company/Agency/Firm and has to be submitted with the "Technical Bid". Tender without every page signed will be rejected without any further intimation.
9. On taking over the responsibility, the Company/ Agency/ Firm shall formulate the mechanism and duty assignment of personnel in consultation with the DDG (TERM) Uttarakhand or officers designated by him.

Subsequently, the Company/ Agency/ Firm shall review arrangement from time to time and apprise the DDG (TERM) Uttarakhand about the additional measures of further streamlining the system. The Company/ Agency/ Firm shall further be bound by and Carry out the directions given by the DDG (TERM) Uttarakhand or the officer designated by him in this respect from time to time.

10. It will be the responsibility of the Company/Agency/Firm to meet other transportation, food, medical and any other requirement of Company/Agency/Firm's manpower for carrying out the contract works. O/o DDG (TERM), Uttarakhand will have no liability in this regard at any stage.
11. For any intent and purpose, the Company/Agency/Firm shall be the 'Employer' within the meaning of different Labour Legislations in respect of manpower deployed for contractual services.
12. The manpower deployed by the Company/ Agency/ Firm shall not have any claims of Master and Servant relationship viz a viz Telecom Enforcement, Resource & Monitoring, Uttarakhand nor have any principal and agent relationship with or against the O / o DDG (TERM), Uttarakhand.
13. The man power deployed by the Company/ Agency/ Firm for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc, regular/confirmed manpower of the TERM, Uttarakhand, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Company/ Agency/ Firm shall not be entitled to or and will not have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in the TERM, Uttarakhand. Company/ Agency/ Firm should make it known the above to the manpower of the Company/ Agency/ Firm.
14. The Company/ Agency/ Firm shall be solely responsible for redressal of grievances/ resolution of disputes relating to the manpower deployed.
15. TERM, Uttarakhand shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Company/ Agency/ Firm during the course of their execution of services, or for payment towards any compensation.
16. The Company/ Agency/ Firm will be required to pay minimum wages as prescribed under the minimum wages by the competent authority. The Company/ Agency/ Firm will maintain proper record as required under the law/ acts. The contract will remain valid for one year or the period specifying in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by O/O DDG (TERM) Uttarakhand.
17. The Company/ Agency/ Firm shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed for the preservation of peace and protection of persons and property of TERM, Uttarakhand.

18. The Company/Agency/Firm shall communicate to the O/o DDG (TERM), Uttarakhand and the name, residential address, ages, etc. of each of the persons deployed by him. For the purpose proper identification of the personal of the Company/Agency/Firm, shall issue identify cards and shall be duty-bound to display them at the time of duty.
19. The persons deployed by the Company/Agency/Firm must be courteous should bear a good conduct/moral character. Such person should not have any past criminal record. The persons should preferably be young, energetic and posses a good health and sound mind. On any case such person must be free from all contagious diseases. No labour below the age of 18 years shall be employed /arranged for the work by the Company/Agency/Firm at the O/o DDG (TERM), Uttarakhand. The candidates should preferable be under 35 years of age.
20. In case any of the persons deployed by the Company/ Agency/ Firm does not come up to the mark or does not perform his duties properly or indulges in any unlawful acts or disorderly conducts, the Company/ Agency/ Firm shall take suitable action against such employee on the report of the O/o DDG ( TERM), Uttarakhand. The Company/ Agency/ Firm shall replace the particular person so deploy on demand of the DDG (TERM) Uttarakhand in case of any of the aforesaid acts on the part of the person concerned. The Company/ Agency/ Firm shall ensure that all the employees get the stipulated wages determined by Minimum Wages from time to time and other benefits as are admissible under various Labour Laws and the Company /Agency/Firm shall provide full information in respect of wages, etc., paid to his employees so employed, in conformity with the provisions of Contract Labour (Regulation and Abolition) Act, 1970.
- 21 The Company/ Agency/ Firm shall submit the bills for payment to the O/o DDG (TERM) Uttarakhand along with attendance register prepared by them on the last working day of every month. For this purpose the attendance shall be computed from 26th of previous month to 25th of the current month. Payment shall be made through Cheque to the Company/ Agency/ Firm. For deficiencies, if any, in providing the service as per the scope of work, proportionate charges will be recovered / deducted. Failure to make payment by the Company/ Agency/ Firm to their employee working in this office on their behalf shall entail immediate encashment of the Security Deposit Bank Guarantee.
- 22 The Company/ Agency/ Firm shall be responsible for fulfilling all his obligations towards the persons deployed under the Law, namely, under the Minimum Wages Act, Contract Labour Act, Employee Provident Fund Act, ESI Act, Bonus Act, Shops & Establishment Act or any other labour law etc. as applicable and amended from time to time.
- 23 The Company/ Agency/ Firm shall conform to the provisions of Central / State Act(s) or the Regulations on the subject as well as the terms and conditions of the agreement to be executed.

24. The Company/ Agency/ Firm shall, on demand, furnish copies of wage register m Muster roll etc., to the Office of DDG (TERM), Uttarakhand for having paid all the Dues to the persons deployed by the Company/ Agency/ Firm for the work. This Obligation is imposed on the Company/ Agency/ Firm to ensure that the Company/ Agency/ Firm is fulfilling his commitments towards his employees so deployed under Various Labour Laws.
25. The Company/ Agency/ Firm shall maintain all the records prescribed under the Contract Labour (Regulation & Abolition) Act, 1970 and under the other related labour regulations and furnish these for inspection when demanded by the Office of DDG(TERM), Uttarakhand or the concerned Central / State Govt./ Judicial Authorities, as the case may be.
26. The Company/Agency/Firm shall keep the Office of DDG (TERM) Uttarakhand indemnified against all claims what so ever in respect of the employees deployed by him. In case any employee of the Company/Agency/Firm so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the Company/Agency/Firm to contest the same. In case of TERM, Uttarakhand is made a party and is supposed to contest the case, the Company/Agency/Firm shall reimburse to Office of DDG (TERM), Uttarakhand the actual expense incurred towards Counsel Fee and other expenses which shall be paid in advance by the Company/Agency/Firm to office of DDG (TERM), Uttarakhand on demand. The Company/Agency/Firm shall ensure that no financial or any other liability comes on office of DDG (TERM), Uttarakhand in this respect of any nature whatsoever and shall keep office of DDG (TERM), Uttarakhand indemnified in this respect.
27. Income Tax at the prevailing rate and surcharge thereon will be deducted from the monthly bills of the Company/ Agency/ Firm as per rules.
28. The Company/ Agency/ Firm shall execute an agreement in the format prescribed, within the time stipulated by the O/o DDG (TERM), Uttarakhand.
29. Before signing the agreement, the Company/ Agency/ Firm shall deposit 10% of the contract value as Security Deposit in the form of bank guarantee in prescribed proforma, valid for 15 months. The contract may be terminated by giving one month prior notice by either party. Further, the contract may also be terminated on any of the following contingencies:
- a. On the expiry of the contract period as stated above.
  - b. On account of committing breach by the Company/Agency/Firm of any of the terms & conditions of the agreement/tender.
  - c. Assigning the contract or any part there of or any benefit or interest therein or there under by the Company/ Agency/ Firm to any third person or sub-letting whole or part on the contract to any third person.
  - d. On Company/ Agency/ Firm being declared insolvent by competent court of law.



30. It shall be the duty of the Company/ Agency/ Firm to remove all the persons deployed by him on termination of the contract and ensures that no person creates any disruption/hindrance/problem of any nature to Office of DDG (TERM), Uttarakhand.
31. The workers deployed by the Company/Firms/Agencies shall perform work assigned to them by O/o DDG (TERM) Uttarakhand or by any other authorized officer by him. Every manpower shall be given a weekly holiday normally on Sunday, in accordance with the provision of minimum wages(Central) rules 1960 ,as amended from time to time, irrespective of whether such manpower is governed by the minimum wages act or not. Where the minimum wages prescribed by the Government, under the minimum wages act, are not inclusive of the wages for the weekly day of rest, the manpower shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days (45 hours in case of 5 days week). No other emoluments shall be entitled to except the actual bus fare for services outside office premises in case worker is asked to perform service outside the office premises like delivering the documents to other office etc.
32. The Company/ Agency/ Firm shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs.250 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.
33. If the Central Government revise the rates of minimum wages and taxes for Data Entry Operators/Unskilled Manpower works in between the contract period, accordingly the revised rates shall be effective for the subsequent period till the expiry/extension of the tender as per Financial bid (Annexure-II). Company/Agency/Firm shall inform to the O/o DDG (TERM) Uttarakhand for requesting the revision of minimum wages/taxes as per the Central Government Rule for payment and submit the monthly bill as per the revised rates.  
For calculations basis, item 'A' shall be revised as per minimum monthly wages for Data entry operators as per the revised wages of Central Government in between the contract period and consequent upon this 'ESI' & 'EPF' as per items 'B' & 'C' shall be calculated as per the revised rules of Central Government at that time. However there will not be any change in "Service Charge" (to be quoted by the tenderer) mention in item 'E'.

### III. ARBITRATION.

Except where otherwise provided in the contract all instructions hereinbefore mentioned, and as to the quality of personnel deployed on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, instructions, orders on these conditions or otherwise concerning the works, or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person appointed by the DDG (TERM) Uttarakhand. The arbitrator shall be appointed within 30 days from the receipt of a request by any party the arbitrator, to whom the matter is originally referred, being unwilling or unable to act for any act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitrator shall give speaking award. The award of the Arbitrator shall be final and binding on both the parties.

#### SCOPE OF WORK:

The scope of work generally consists of providing three numbers of skilled Data entry operators, and three numbers unskilled manpower for daily job in office. However, in case of additional requirement the tenderer shall arrange additional hands at the quoted rates on prior notice.

1. The nature of service will require the following abilities:

I) For unskilled Manpower

- a. Opening and Closing of the office.
- b. Regular cleaning, sweeping and mopping of the office building/compound, dusting of office furniture etc. so as to maintain general cleanliness and hygiene in office.
- c. Cleaning of the electrical appliances like fans and lights.
- d. Making arrangements for tea, coffee, water etc. during the meetings and Routinely to the officers of Office of DDG (TERM) and other official Visitors/representatives.
- e. Any other miscellaneous type of work assigned by the officer-in-charge.

III) For Data Entry Operation

Data Entry Operators should be at least intermediate pass from a recognized institution. He should have sufficient knowledge of computer operation and should be able to handle the data. The nature of services shall include carrying out all the functions generally performed in this office by computer operators, data entry operators including but not limited to the work of maintenance of office record and any other duty assigned to him/her.

- i. Scanning the documents, computer data entry, preparing of reports and other General office documents.
- ii. Typing the official letters and other documents in Hindi and English languages.
- iii. Handling existing data and editing current information.
- iv. Proof reading new entries into a database etc.
- v. Keeping the office record updated.
- vi. Taking backup of data at regular intervals and storage of data.

The requirement of this office may increase or decrease during the period of contract .The above work is required normally during office hours.

## V. FINANCIAL EVALUATION

Financial bids will be opened only for the Tenderer of technically valid bids. Financial bids of technically unsuccessful bidders will not be opened and the EMD will be returned back.

The Company/ Agency/ Firm shall quote the monthly price for the entire scope of the contract. All statutory charges and applicable taxes shall be indicated separately as per Annex-II. No conditional clauses/ rates shall be quoted in the bid. Bids with conditional/ ambiguous rates will be rejected. The bid shall remain valid up to 6 (six) months from the date of opening of the tender.

The evaluation of the Financial Bid as per Annex-II shall be done as per the total of Items A, B, C, D, E, F, G, i.e. H (Total cost per month in Rs.)

## VI. PERIOD OF CONTRACT:

The period of contract will be 12 months from the date of commencement, may be Extendable FURTHER on satisfactory performance on same rates, terms and conditions at the sole discretion of DDG (TERM), Uttarakhand for a further period of six months.

SDE (TERM)  
O/o DDG (TERM) Uttarakhand, Dehradun

ANNEX-I  
Technical Bid

(Tender No.: DDG/TERM/UKD/Outsourcing of Services Tender/2015-16)

Engagement of agencies for Outsourcing the services of Data Entry Operators and unskilled manpower in the Office of DDG (TERM), Uttarakhand, Dehradun.

1.	Name of Tendering Company/Firm/Agency (Attach certificate of Registration)	:	
2.	Name of proprietor / Director of Company/Firm/agency	:	
3.	Full Address of Reg.  Office Telephone No. FAX No. E-mail Address	:	
4.	Full address of Operating /Branch Office at Dehradun  Telephone No. FAX No E-mail Address	:	
5.	Banker of Company/ Firm/ agency with full address Telephone Number of Banker	:	
6.	PAN / GIR No. (Attach attested copy)	:	
7.	Service Tax Registration No. (Attach attested copy)	:	
8.	E.P.F. Registration No. (Attach attested copy)	:	
9.	E.S.I. Registration No. (Attach attested copy)	:	

10. Financial turnover of the tendering Company / Firm / Agency for the last 2 Financial Years:  
(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs.lacs)	Remarks, if any
2013-2014		
2014-2015		

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

Sl. no	Details of client along with address, telephone And FAX number.	Amount of Contract (in Rs. lacs)	Duration of Contract	
			From	To

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

12. Detail of EMD:

Demand Draft No \_\_\_\_\_ Date of issue -----

Name of the issuing Bank and Branch \_\_\_\_\_

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

Date:

Signature of authorized person

Place:

Seal:

## ANNEX-II Financial Bid

( Tender No.: DDG/TERM/UKD/Outsourcing of Services Tender/2015-16)

The Company/ Agency/ Firm shall quote the monthly price. All statutory charges and applicable taxes shall be indicated separately as:

Item	Conditions	Total monthly Amount in Rs. (figure)	Total monthly Amount in Rs. (words)
A. Monthly wages for unskilled labour (Two Numbers).	subjected to the minimum as per the Office of the Labour Commissioner(Central), Uttarakhand		
B. Monthly wages of Data operator - Skilled(Three Numbers)	subjected to the minimum as per the Office of the Labour Commissioner(Central), Uttarakhand		
C. ESI (...% of A+B)	per the Office the Labour Commissioner(Central), Uttarakhand		
D. EPF (...% of A+B)	As applicable under relevant rules		
E. Other mandatory charges	As fixed by the Labour Commissioner, Uttarakhand Govt. or other Central or State Govt. authority.		
F. Service Charges	To be quoted by tenderer		
G. Service Taxes	As applicable under relevant rules		
H. Total cost per Month (in Rs.)			

Note: The evaluation of the Financial Bid shall be done as per the total of Items A, B, C, D, E, F, G & H i.e. I (Total cost per month in Rs.)

Declaration: I agree that in-correct furnishing of information and in-correct quoting of statutory payments like EPS/ESI/Bonus/Service Tax and non furnishing of copies of documents/certificates shall render my tender liable for rejection and I agree that no claim shall be made by me on this account.

Signature of the Tenderer  
full address & Contact No

ANNEXURE 'A'

DECLARATION OF NEAR RELATIVES TO BE SUBMITTED BY THE  
TENDERER

We M/s \_\_\_\_\_  
R/o. \_\_\_\_\_ hereby

certify that none of our relative(s) as defined in the tender document is / are employed in Office of DDG(TERM) Uttarakhand as per details given in tender document. In case at any stage, it is found that the information given by us is false / incorrect, DDG(TERM), Uttarakhand shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Dated:

Signature of the tenderer with seal

ANNEXURE-'B'

Certificate of Minimum wages to be submitted by the tenderer

We M/s \_\_\_\_\_,  
R/o \_\_\_\_\_ hereby certify that we  
shall comply with the minimum wages Act that are to be paid to the laborers engaged by us vide  
Latest rate as fixed by the Labour Commissioner(Central), Uttarakhand. while quoting the rates for the  
tender. Any dispute arises out of the payment of minimum wages responsibility lies with us only. We  
also certify that we shall comply with the ESI, EPF, Service Taxes and other mandatory charges  
regularly as per the existing rules without any fail.

Dated:

Signature of the tenderer with seal

Place:



## ANNEXURE-‘C’

### DECLARATION

I .....

Proprietor/Partner(s) hereby declare that the firm /company namely M/s .....has not been black-listed or debarred in the past by DOT/any other Government or Semi-Government Organization from taking part in tenders.

Was/were black-listed/debarred by DOT / any other Government or Semi-Government Organization (Name of the organization ..... ) from taking part in tenders for a period of ..... years w.e.f. .... The period is over on ..... and now I /We/firm/Company is entitled to take part in the tenders from .....

In case the above information is found false at any time, I/We are fully aware that the tender /contract will be rejected/cancelled by the Office of DDG (TERM) UTTARAKHAND and EMD shall be forfeited in favor of Accounts Officer( cash), Office of CCA, Uttarakhand, DoT. In addition to the above, the Office of DDG (TERM) UTTARAKHAND will not be responsible to pay the bills for any completed / partially completed month(s).

Date:

Signature of the Tenderer with seal.

Station:

## PERFORMA OF SECURITY DEPOSIT BANK GUARANTEE

1. In consideration of Deputy Director General (TERM) , Uttarakhand (hereinafter called DDG Uttarakhand) having agreed to exempt \_\_\_\_\_ (hereinafter called the said approved tenderer(s) from the demand of security deposit/earnest money of Rs\_\_\_\_\_/ - on production of Bank Guarantee for Rs\_\_\_\_\_/ - for the due fulfillment by the said approved tenderer of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of \_\_\_\_\_ we, ( name of the bank) \_\_\_\_\_ (hereinafter referred to as “the bank”) at the request of \_\_\_\_\_ approved tenderer’s do hereby undertake to pay to AO( cash) O/o CCA Uttarakhand, an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the DDG (TERM) Uttarakhand, by reason of any breach by the said tenderer’s of any terms & conditions contained in the said agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG (TERM) Uttarakhand stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DDG (TERM) Uttarakhand, reason of breach by the said approved tenderer’s of any of the terms & conditions contained in the said agreement or by reason of the approved Tenderer failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the DDG (TERM) Uttarakhand in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs\_\_\_\_\_/ -.

3. We undertake to pay to the AO ( Cash) O/o CCA Uttarakhand, any money so demanded notwithstanding any disputes raised by the approved tenderer(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the approved tenderer(s) /supplier(s) shall have no claims against us for making such payment.

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee therein Contained shall remain in force and effect immediately for a period of 12 months from date herein. Notwithstanding the aforesaid, this bank Guarantee shall be for a sum of not exceeding Rs. .... and for a period of 12 months from the date of issue i.e..... We are liable to pay the guaranteed amount or part thereof under this bank guarantee if we are served upon written claim or demand on or before.....and thereafter bank will not be liable for any claim or demand whatsoever.

5. We (name of the bank) \_\_\_\_\_ further agree with the DDG (TERM) Uttarakhand that the DDG (TERM) Uttarakhand shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & Signature & Seal of the Tenderer conditions of the said agreement or to extend time of performance by the said approved tenderer(s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG (TERM) Uttarakhand, against the said approved tenderer(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said approved tenderer(s) or for any

forbearance, and or any omission on the part of DDG (TERM) Uttarakhand, or any indulgence by the DDG (TERM) Uttarakhand, to the said approved tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the approved tenderer(s).

7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the DDG (TERM)Uttarakhand.

Dated: \_\_\_\_\_

For \_\_\_\_\_

(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act

A. ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. Technical Bid (Annex-I)
2. Receipt of Rs. 600/- or Demand draft of Rs. 600/- as cost of Bid document in favour of AO (Cash) , O/o CCA Uttarakhand.
3. EMD of Rs.19500/- in favour of AO( Cash) , O/o CCA Uttarakhand.
4. Annexure-A
5. Annexure-B
6. Annexure-C
7. Attested copy of registration of agency
8. Attested copy of PAN / GIR Card
9. Attested copy of the latest IT return filed by agency for the last one year
10. Attested copy of Service Tax registration certificate
11. Attested copy of the E.P.F. registration letter / certificate
12. Attested copy of the E.S.I. registration letter / certificate
13. Certified document in support of financial turnover of the agency for the last 3 financial Years
14. Copy of the terms and conditions at pages 1-13 & 15 to 20 of the Bid Document with each page duly signed with seal of the Company/Agency/Firm by the authorized signatory of the agency in token of their acceptance.

B. DOCUMENTS WITH THE FINANCIAL BID

1. Financial Bid as per Annex-II with duly signed with seal of the Company/Agency/Firm by the authorized signatory of the agency in token of their acceptance