



सत्यमेव जयते

**GOVERNMENT OF INDIA**  
**MINISTRY OF COMMUNICATIONS**  
**DEPARTMENT OF TELECOMMUNICATIONS**  
**O/o Sr. DEPUTY DIRECTOR GENERAL, PUNJAB LSA**  
**1st Floor, Telephone Exchange Bldg, Sec-70, Mohali, Punjab-160071**

## **BID DOCUMENT**

**TENDER FOR OUTSOURCING OFFICE UP-KEEPING SERVICES IN THE O/o**

**Sr. DEPUTY DIRECTOR GENERAL, PUNJAB LSA**

(Visit us at [www.dot.gov.in](http://www.dot.gov.in) OR <http://eprocure.gov.in/eprocure/app/>)

**Sr.DDG/PB/OU Tender/2017-18/40 dated 22/11/2017**

**Price Rs Nil/-**

## INDEX

NOTICE INVITING TENDER .....	2
SECTION-I.....	4
GENERAL INSTRUCTIONS .....	4
SECTION-II.....	11
SPECIAL TERMS AND CONDITIONS .....	11
SECTION-III .....	14
SPECIFICATION .....	14
SECTION – IV.....	15
BIDDER’S DETAILS .....	15
SECTION-V.....	17
CONDITIONS OF CONTRACT .....	17
SECTION-VI .....	30
NON-RELATIVE CERTIFICATE .....	30
SECTION-VII.....	31
SECTION-VIII.....	32
SECTION-IX .....	33
SCHEDULE OF REQUIREMENTS .....	33
SECTION-X.....	34
FINANCIAL BID PERFORMA (Not to be filled here).....	34
SECTION –XI.....	36
AGREEMENT.....	36
SECTION XII .....	38
PERFORMA OF PERFORMANCE SECURITY BOND .....	38
PART-II	
FINANCIAL BID.....	40

# **Part – I**

## **Technical Bid**

**O/o Sr. Deputy Director General, Punjab LSA**  
**Department of Telecommunications**  
**Government of India, Ministry of Communications**  
**1st Floor, Telephone Exchange Bldg, Sec-70, Mohali, Punjab-160071**

## NOTICE INVITING TENDER

Tender No.: SR.DDG/PB/OU Tender/2017-18/40

Dated: 22/11/2017

**Tender: For providing Office upkeep services to O/o Sr.DDG, Punjab LSA.**

1. The office of O/O Sr.DDG, PUNJAB LSA on behalf of the President of India invites E-Procurement Tender (Online Tender through website <http://eprocure.gov.in/eprocure/app>) in **Two bid system i.e. Technical bid and Financial bid** from the eligible firms/companies as per schedule below

### SCHEDULE TO TENDER

S.No.	Activity Description	Schedule
1.	Tender No	Sr.DDG/PB/OU Tender/2017-18/40 Dated 22-11-2017
2.	Sale of Tender Document	<b>23 /11/ 2017 to 14 /12/2017</b> , The tender document can be downloaded from the DOT web site <a href="http://www.dot.gov.in">http://www.dot.gov.in</a> or the E Procurement portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> by using bidder login credentials.
3.	Time and last date of Depositing Tender / Bid	11:00 Hours of 14/12/2017
4.	Time and Date of Opening of Bid	11:00 Hours of 15/12/2017
5.	Minimum Validity of tender offer	90 days from the date of Opening
6.	Services to be offered	Ten Semi Skilled manpower (10)
7.	Estimated cost of tender	Rs.1650000 /-
8.	Amount of EMD to be deposited(2.5% of the cost of tender)	Rs 41250/-
9.	Duration of contract	One Year from the date of award of contract. However, the same may be further extended for another one year on same terms & conditions on mutually agreed basis.
10.	Cost of Bid Document	Rs.Nil

Aspiring Bidders who have not enrolled/registered in e-procurement should enrol/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.

Signature &amp; Stamp of the Tenderer

Interested bidders may submit their quotation online on <http://eprocure.gov.in/eprocure/app> as per the tender document in the websites <http://eprocure.gov.in/eprocure/app>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. Any corrigendum/addendum regarding this tender will be available on the above said website only.

The applicant has to deposit Earnest Money (EMD) of Rs. 41250/- (**Forty one thousand two hundred and fifty only**) in the form of a Demand Draft/ Pay order from Scheduled / Nationalized Bank drawn in favour of AO Cash, O/o CCA Punjab payable at Chandigarh (Scanned copy of DD to be uploaded online also). For Tender Fee/EMD exemption, the bidder has to submit valid self-attested registration certificate issued by NSIC to the DDO, O/o Sr. DDG, Punjab LSA Mohali on or before 11:00 Hrs of 14/12/2017. The same has to be submitted in soft copy format online.

The aforesaid DDs/Pay orders towards the EMD should be submitted to the DDO, O/o Sr.DDG, Punjab LSA, Mohali on or before 11:00 Hours of 14 /12/2017.

The duly filled tender documents shall not be accepted if there are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD).

The DD towards the Earnest Money Deposit should bear the date after the date of NIT. All the existing guidelines of Government of India in regards exemptions for EMD /Tender Fee for SSI units or NSIC will be applicable.

**DDO**  
**O/O Sr. DDG**  
**Punjab LSA**

Signature & Stamp of the Tenderer

## **SECTION-I**

### **GENERAL INSTRUCTIONS**

1. The tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his quotation.
2. In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at Chandigarh only.
3. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
4. It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.
5. Any tenderer participating in this tender should make sure that he will be able to carry out the work in the contract.
6. It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rates quoted should take all factors into consideration.
7. The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
8. The tenderers who are confident of executing the contract in time by employing the required resources, men and materials should only participate in this tender offer.
9. The tender schedule shall be read in conjunction with Specifications, General Instructions, Conditions of Contract and Special Terms and Conditions. The tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.
10. The quantities indicated in tender and estimated cost may vary  $\pm 25\%$ . However under exceptional circumstances, with the approval of competent authority, i.e. Sr.DDG Punjab LSA, the quantities can be varied upto  $\pm 50\%$  of the estimated cost on the same rates, terms and conditions of the contract with mutual consent.

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## 11. SUBMISSION OF BIDS

The bid has been called under:-

Single Stage Bidding & Two Electronic Envelope System. The bidder shall submit his bids in two envelopes:

**The First electronic envelope** will be named as Techno-commercial bid. This envelope will contain documents of bidders satisfying the eligibility/Technical & commercial conditions.

**The Second electronic envelope** will be as Financial Bid(BOQ) containing Price Schedule.

### INSTRUCTION FOR ONLINE BID SUBMISSION

- i. Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eprocure/app>. The bidders must carefully follow the instructions
- ii. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.  
  
Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- iii. Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.
- iv. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- v. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- vi. Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
- vii. After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- viii. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.

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- ix. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- x. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- xi. From my tender folder, he selects the tender to view all the details indicated.
- xii. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- xiii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- xiv. Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
- xv. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi. Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- xvii. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- xviii. The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- xix. The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- xx. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

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- xxi. The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- xxii. If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- xxiii. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- xxiv. After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- xxv. 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.
- xxvi. 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 be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- xxvii. 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.
- xxviii. 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.
- xxix. 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) exit option in the browser.
- xxx. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send an email to – cppp-nic@nic.in.
- 12. All corrections, additions and alterations in the entries and tender papers will be signed by the tenderer.
- 13. No person is permitted to bid for tender whose relative(s) is (are) working in O/o Sr.DDG, Punjab LSA and/or O/o CCA, Department of Telecommunications, Punjab.

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The tenderer thus should give an undertaking along with tender documents that none of the relative(s) of Proprietor/Directors/ Partners of the company/firm/agency is working in O/o Sr.DDG, Punjab LSA and/or O/o CCA, Department of Telecommunications, Punjab. Near relative for this purpose is defined in section VI.

14. The tenderer shall submit duly signed list of partners/directors of the firm/company/agency as applicable.
15. The tenderer shall sign on each and every page of tender document and wherever required in the tender document as his acceptance of each term and conditions of the contract.
16. Earnest Money shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of the AO Cash, O/o CCA Punjab payable at Chandigarh as mentioned in the notice inviting tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
17. Interest shall NOT be payable on the Earnest Money deposit.
18. The Earnest Money of the successful tenderer will be adjusted towards security deposit and of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender,
19. **DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER**

The following documents must be submitted by the bidder with technical bid. Legible, self-attested copies of documents may be attached, where ever required.

- a) Performa for bidder's details as per section IV.
- b) Bid Security & cost of tender document, in the form of Demand Drafts in favour of AO Cash, O/o CCA Punjab payable at Chandigarh. Demand Drafts should bear the date after the date of NIT.
- c) Tender document(s), in original duly filled in and signed and rubber stamped by tenderer on each page. All corrections and overwriting must also be signed and stamped by the tenderer.
- d) The contracting firm/agency/company should be registered with appropriate authorities and self attested copy of registration may be attached. In case of proprietary/partnership firms, the documents/self-declaration on affidavit regarding proprietorship/partnership may be attached.
- e) Authorization letter/Power of Attorney/Board Resolution etc. authorizing the signatory to sign the tender and other certificates/undertakings/declarations etc on behalf of such company, firm, proprietor (in case tender document is signed by a person other than proprietor) and agencies with the signature of the authorized signatory duly attested by such company, firm or proprietor.
- f) Undertaking regarding non-relative in O/o Sr.DDG, Punjab LSA and O/o CCA Department of Telecommunications Punjab as per section VI.
- g) Certificate of Minimum wages to be submitted by the tenderer as per section VII.
- h) Declaration regarding debarred under section VIII.
- i) Self attested copy of service tax registration certificate issued by competent authority.

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- j) Self Attested copy of EPF registration with competent authority.
- k) Self Attested copy of ESI registration with competent authority.
- l) Self Attested Copy of PAN/GIR Card
- m) Copy/Copies of experience certificate of similar work for at least three years including one year in Public Sector Companies/Banks and Government Departments during the last five years in outsourcing office-up keeping services or job of similar nature.

## 20. **REJECTION OF TENDERS**

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

- a) If the requisite Earnest Money Deposit as bid security in the manner does not support the tender provided therein.
  - b) If the tender is not duly signed, or not found proper or complete to the satisfaction of tender accepting authority in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
  - c) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
  - d) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
  - e) Without assigning any reason thereof.
21. The tender submitted by tenderer will remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of the tender. Tenderer shall not be entitled during this period of Ninety days, without the consent in writing of tender accepting authority to revoke or cancel his tender or to vary the tender submitted or in term thereof. The tender accepting authority shall communicate the acceptance of tender to the successful tenderer(s).
22. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and O/o Sr.DDG, Punjab LSA.
23. Tender will be accepted and Contract will be finalized only with those of the tenderer(s), who in the opinion of tender accepting authority shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.
24. The tender accepting authority reserves the right to award the contract or part thereof to one or more tenderers whose rate may not necessarily be the lowest. The decision of Sr.DDG, Punjab LSA in this regard shall be final and binding.

## 25. **SIGNING OF THE CONTRACT AGREEMENT**

The successful Tenderer shall be required to execute an Agreement within 10 (Ten) working days of being called upon on a non-judicial stamp paper of Rs. 100/- (One hundred only) at his own cost and in the form annexed hereto to the effect that the tenderer and Sr.DDG, Punjab LSA are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.

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26. Sr.DDG, Punjab LSA reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of DoT under this clause shall not construe the breach of contract.
27. **FORFEITURE OF EARNEST MONEY**
- In the event of failure of the tenderer to execute the Agreement or failure to remit the required security deposit within ten days of being called upon to do so, the amount of Earnest Money may be forfeited. The acceptance of the tender will be re-considered or revoked or cancelled at the discretion of Sr.DDG, Punjab LSA which will not amount to imposing of penalty.
28. Any attempt to negotiate directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavors to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected and action to black-list the tenderer will be taken by the competent authority.
29. No Gazetted Officer employed in DoT is allowed to work as a contractor for a period of two years of his retirement. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained permission of Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service as the case may be, and any security deposit, earnest money deposit and any other bills due for payment shall stand forfeited forthwith. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature, from the DoT for his illegal act.
30. Sr.DDG, Punjab LSA assumes no responsibility whatever for any oral understandings or representations made by any of its officers or agents or servants prior to the execution of the contract.
31. No communication from the tenderer in the form of any clarification or information/document lost sight of in the original tender etc. will be given any consideration, unless any such clarification has been sought for by the Sr.DDG, Punjab LSA
32. Sr.DDG, Punjab LSA reserves the right to postpone the date of opening of tender or to cancel the tender notice without assigning any reasons thereof. Any request from tenderers to postpone or to change date of opening of the tender due to any reason, whatsoever, will not be considered.
33. Sr.DDG, Punjab LSA is not bound to accept the lowest tender and reserves absolute right to reject any or all tenders without assigning any reason thereof.
34. The tender form and Document shall be non-transferable.
35. These instructions to the Tenderer shall be deemed to form part of the Agreement/Contract for the work.
36. The tender will be in force for a period of one year commencing from the date of execution of agreement. The Sr.DDG, Punjab LSA may also extend the period of contract for a period of one year from the date of its expiry on the same rates, terms and conditions which shall be binding on the contractor.
37. In case the date of opening of tender is declared a holiday, the tender will be opened on the next working day.

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## SECTION-II

### SPECIAL TERMS AND CONDITIONS

1. The tenders should be submitted online on <http://eprocure.gov.in/eprocure/app> as per the tender document in the website <http://eprocure.gov.in/eprocure/app>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. Any corrigendum/addendum regarding this tender will be available on the above said website only.
2. The applicant has to deposit Earnest Money (EMD) in the form of a Demand Draft/ Pay order from Scheduled / Nationalized Bank drawn in favour of AO Cash, O/o CCA Punjab at Chandigarh. The scanned copy of the same and DD towards cost of bid document has to be uploaded.
3. The tenderers are at liberty to be present or authorize not more than one representative to be present at the time of opening of tenders.
4. The contracting firm/agency/company should be registered with appropriate authorities and self attested copy of registration may be attached. In case of proprietary/partnership firms, documents/self-declaration regarding proprietorship/partnership may be attached.
2. The bidder should have at least three year experience including one year in Public Sector Companies / Banks and Government Departments during the last five years in outsourcing officeup- keeping services or job of similar nature.
3. The Company / Firm / Agency should be registered with Income Tax, Goods and Service Tax, Employees State Insurance and Employees Public Funds departments.
4. The tenderer signing the tender should specify clearly in bidders details whether he is signing as:-
  - i. Sole Proprietor
  - ii. Partner
  - iii. Authorized representative or
  - iv. Director /Manager/Secretary etc.

As the case may be copies of documents authorizing the signatory to sign the tender on behalf of such companies, firms and person should be attached with the tender.

5. Correction in the tender, if any should be duly signed by the tenderer.
6. The tender will be in force for a period of One Year commencing from the date of execution of agreement. Sr.DDG, Punjab LSA may also extend the period of contract for a period of One Year from the date of its expiry on the same rates, terms and conditions which shall be binding on the contractor.
7. Quantum of work and estimated cost mentioned may vary by  $\pm 25\%$ . However under exceptional circumstances, with the approval of competent authority, i.e. Sr.DDG Punjab LSA, the quantities can be varied upto  $\pm 50\%$  of the estimated cost on the same rates, terms and conditions of the contract with mutual consent.

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8. The contractor must engage sufficient Manpower during working hours so as to ensure that work does not suffer. One representative of contractor or contractor himself must be in continuous touch with all the officers to whom work is assigned.
9. If any tender is withdrawn before the expiry of validity and after the acceptance of the tender, the Earnest Money of the tenderer will be forfeited.
10. Successful tenderer is to execute an agreement in the proper form on a stamp of Rs. 100/- the cost of which will be borne by the tenderer himself within the same period of time after deposit of Security. Such agreement must conform to terms of NIT and such other condition in the tender offer as may be agreed upon by Sr.DDG Punjab. The submission of more than one tender under different names is prohibited.

**11. INFERIOR QUALITY OF WORK: -**

- For inferior quality or incorrect execution of work, the in-charge of work will be empowered to deduct from bills 10 % amount of W.O. in addition to excess payment made to rectify/reconstruct or replace any defective work. No payment will be made for such execution.
12. Since the work being awarded to the contractor is of important nature, the time schedule must be adhered to. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. If the work is not performed by any or all the Manpower on any day/days in a month, a penalty @ Rs. 250/- per working day per Manpower will be imposed, beside deduction shall be made proportionately (per day basis) from the bills of the contractor.
  13. The accountability and responsibility for the data will be with the contractor.
  14. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
  15. Sr.DDG, Punjab LSA does not bind himself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) The right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties. He can also reduce or extend the period of contract without assigning any reason.
  16. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.
  17. The Earnest Money will be refunded to the tenderers in due course in-accordance with the rules of the DoT.
  18. The Sr.DDG, Punjab LSA will not be liable to pay any interest on the Earnest Money or Security Deposit Money. If the successful tenderer withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, the Sr.DDG, Punjab LSA reserve the right's to forfeit Earnest Money /Security Deposit.
  19. Rate for outsourcing of the services of office up- keeping to O/o Sr. DDG Punjab LSA should be quoted clearly in the financial bid (Part II).
  20. The Manpower engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on the DoT.

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21. The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act applicable at the place of duty or as per minimum wages as prescribed by the office of Chief Labour Commissioner(C) , Government of India for class B cities, whichever is higher.. The contractor will maintain proper record as required under the Law / Acts. The contract will remain valid for One Year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the Sr.DDG, Punjab LSA.
22. Services shall normally be during office working hours with a lunch break not exceeding 48 hours in a week the manpower employed by a contractor may be called upon for the services on Saturday, Sunday or Gazetted holidays also, if required, without any extra charge. No other emoluments shall be entitled to except the actual bus fare for services outside office premises.
23. The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and utmost secrecy and confidentiality must be maintained.
24. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.
25. For all intents and purposes, the contractor shall be the “Employer” within the meaning of different Labour Legislations in respect of Manpower so employed and deployed in this office. The Manpower deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o Sr.DDG, Punjab LSA, Department of Telecommunications.
26. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any Manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
27. The Manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.

## **SECTION-III**

### **SPECIFICATION**

#### **JOB DESCRIPTION:-**

1. This office has initial requirement for Ten Semi-Skilled manpower.
2. The nature of services shall include carrying out all the functions generally performed in this office by Attendants/Messengers including but not limited to the work in the Dak section, Dispatch of the Dak at post office, Delivery of the letters to other offices, computer operators including but not limited to the work of maintenance of office record and any other duty assigned to him/her.
3. **The semiskilled manpower deputed for office up keeping services should be able to read and write Hindi and also be able to read addresses and names in English.**

#### **a) Office up keeping**

The office up keeping services includes but not limited to the following:

- i. Separation, sorting and indexing after checking of the CAFs
- ii. To assist officers for timely completion of the work of CAFs and EMR self-certificate Handling.
- iii. To assist officers for preliminary CAF and EMR self-certificate audit.
- iv. Other office related works that shall assist in carrying out the same.
- v. Keeping the office record updated and neat and clean.
- vi. Movement of office files and other important documents and items within office.
- vii. Photocopying, scanning and feeding data on computer
- viii. Handling of Dak under the direct supervision of officers in the O/o Sr.DDG, Punjab LSA.
- ix. Any other duty assigned by the officer from time to time within the purview of office-upkeeping.

The requirement of this office may increase or decrease during the initial period of contract also.

4. The above work is required normally during office hours.
5. **Payments:-** Payments by crossed cheque will be made on monthly basis normally within 15 days of the submission of Bills in duplicate addressed to the Sr.DDG, Punjab LSA, duly pre-receipted and duly verified by the controlling AD/ADE/ADG/Director/DDG Punjab.



**SECTION – IV****BIDDER'S DETAILS****For Outsourcing Office Up- keeping Services To O/o Sr.DDG, Punjab LSA.**

1. Name of Tendering Company/ Firm / Agency \_\_\_\_\_
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 \_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
5. PAN / GIR No \_\_\_\_\_  
(Attach attested copy)
6. Service Tax Registration No. \_\_\_\_\_  
(Attach attested copy)
7. E.P.F. Registration No. \_\_\_\_\_  
(Attach attested copy)
8. E.S.I. Registration No \_\_\_\_\_  
(Attach attested copy)
- 9 Give details of the major similar contracts during the last five years in outsourcing office up- keeping services or job of similar in the following format. Attested copies of related documents may also be attached.

Signature &amp; Stamp of the Tenderer

S.No	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs.lacs)	Duration of Contract	
			From	To
1				
2				
3				

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

1. Details (Number, Amount & Date) of both Demand Drafts (EMD & cost of tender) **(To be filled in by Tenderer)**
2. Issued in Favor of ( **To be filled in by** ----- **Tenderer**)

I, \_\_\_\_\_ son/daughter/wife of Sh. \_\_\_\_\_ Proprietor/ Director/partner/authorized signatory of the agency/ firm/company (Tick one of them as applicable) mentioned above is competent to sign this declaration and execute this tender document.

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

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

Date

Signature & Seal of Tenderer

Name:

Place:

Signature & Stamp of the Tenderer

## SECTION-V

### CONDITIONS OF CONTRACT

#### 1. DEFINITIONS

1.1. The CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between DoT and the CONTRACTOR together with the documents referred to therein including TENDER NOTICE, GENERAL INSTRUCTIONS, GENERAL CONDITIONS, CONDITIONS OF CONTRACT, ADDITIONAL CONDITIONS, TENDER SCHEDULE, instructions issued from time to time by the Competent Telecom Authority and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

1.2. In the CONTRACT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them :

The expression "WORKS" or "WORK" shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

"Change" shall mean a substitution for or omission of any work or other requirements within the general scope of the work; the performance of or compliance with which is contemplated by the contract documents.

"Extra work" shall mean any work or compliance with any requirements, other than a change which is not, expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

The "SITE" shall mean the location wherein the work is to be executed under the contract.

The "DoT" means the Department of Telecommunications, and its successors.

The "COMPETENT TELECOM AUTHORITY" means the Sr.DDG, Punjab LSA.

1.3. All references of: -

DoT, Member Telecom Commission, Advisor Telecom Commission, Senior Deputy Director General, Deputy Director General, Director, Assistant Director General, Assistant Divisional Engineer, Assistant Director, Junior Telecom Officer in various clauses shall mean the Officers in their respective Grades/Groups employed in the DoT, by whatever designations are assigned to them from time to time and who may be in-charge of direction, execution, supervision, testing, acceptance, maintenance of claims, etc. from time to time and includes their successors in office.

Words imparting the singular number include the plural number and vice-versa.

**2. INTERPRETATION OF THE CONTRACT DOCUMENT**

The Competent Telecom Authority and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

**3. VALIDITY PERIOD OF RATE**

The rates quoted should be firm and valid for minimum 90 days from date of submission of bid up to the validity of contract agreement after finalization of tender for all work order without any change.

**4. TAXES AND DUTIES**

Contractor shall pay all levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the DoT from and against the same or any default by the Contractor in the payment thereof.

**5. PRICE ESCALATION**

The minimum wages as per issued by O/o the Chief Labour Commissioner (C), Ministry of Labour and Employment, Government of India, New Delhi will be taken as reference. For any variation in the minimum wages by the Chief Labour Commissioner (C), the variation in the quoted price will vary as per the following formula.

$$R = R_0 * (0.1 + 0.9 * W_1 / W_0)$$

Where R is the rate after the variation of minimum wages.

$R_0$  is the Rate quoted by the bidder in the financial bid

$W_0$  is the minimum wages as on the date of bid opening

$W_1$  is the minimum wages for the period of work

**6. NOTIFICATION BY CONTRACTOR**

The Contractor shall give in writing to the proper person or authority with a copy to the Competent Telecom Authority such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Contractor shall keep all proper persons or authorities involved regularly advised of the progress of operations throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time as directed or required.

**7. QUALITY OF WORK**

Signature & Stamp of the Tenderer

The Sr.DDG, Punjab LSA shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Competent Telecom Authority and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Competent Telecom Authority has the right to prohibit the use of men/women and any tools, materials or equipment's which in his opinion do not produce work or performance meeting the requirement of the Contract Documents.

#### **8. GUARANTEE**

In addition to any and all other guarantee and warranty mentioned in the contract documents the Contractor guarantees that the entire work will be done in a satisfactory manner.

#### **9. INSURANCE**

Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution. The Contractor shall also take out workmen's compensation insurance as required by law and undertaken to indemnify and keep indemnified the DoT from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Department may suffer or incur with respect to and/or incidental to the same. The Contractor shall have to furnish originals and/or attested copies as required by the Competent Telecom Authority of the policies of insurance taken within seven days of being called upon to do so together with all premium receipts and other papers related thereto which the Competent Telecom Authority may require.

#### **10. INDEMNITIES**

The Contractor shall at all times hold the DoT harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the DoT, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the DoT may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse the DoT or pay to the DoT forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the DoT arising out of or incidental to or in connection with the operation covered by the contract. The Contractor shall at his own cost at the DoT's request defend any suit or other proceeding asserting a claim

covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the DoT.

11. Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, Competent Telecom Authority shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with DoT. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to Competent Telecom Authority on demand the balance remaining due.

## **12. INSOLVENCY OR DEATH OF CONTRACTOR**

In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified Sr.DDG, Punjab LSA shall have the power to terminate the contract without previous notice.

13. Contractor's heirs/representatives shall, without the consent in writing of the Sr.DDG, Punjab LSA, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the Sr.DDG, Punjab LSA, in writing.
14. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, Sr.DDG, Punjab LSA shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

## **15. SUB-CONTRACTS**

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

16. Sr.DDG, Punjab LSA reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to the DoT in terms hereof and for the due fulfillment of the contracted works.
17. The Contractor shall indemnify, and save harmless the DoT from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the DoT may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the Contractor, his

agents, employees, assignee. The provision shall also apply to the assignee as the case may be.

18. If contractor without written approval of Competent Telecom Authority, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, the Sr.DDG, Punjab LSA shall have power to adopt any of the courses specified in clause- (30); clause- (31) as he may deem fit in the interest of DoT and in the event of any of these courses being adopted the consequences specified in the said clause- (30); clause- (31) shall ensue.
19. Where the Contractor is a partnership firm, the previous approval in writing of the Sr.DDG, Punjab LSA shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of clause- (19) hereof and the same action may be taken, and the same consequence shall ensue as provided in the said clause-(19)

## **20. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION**

### **Obtaining license before commencement of work:**

The contractor shall obtain a valid labour license as per requirement under the contract labour(R & A) Act. 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 before commencement of the work. The contractor shall also abide by the provisions of the Child labour (prohibition and regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

## **21. CONTRACTORS LABOUR REGULATIONS:**

### **Working hours**

- 21.1. Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- 21.2. When Manpower is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- 21.3. 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.
- 21.4. Where a contractor is permitted by the officer to allow a Manpower to work on a normal week holiday, he shall grant a substituted holiday to him for the whole day, immediately before or after the normal weekly holiday, and pay wages to

such Manpower for the work performed on the normal weekly holiday at the overtime rate.

## **22. PAYMENT OF WAGES**

- 22.1. The Contractor shall fix wage periods in respect of which wages shall be payable.
- 22.2. No wage period shall exceed one month.
- 22.3. The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- 22.4. Where the employment of any Manpower is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 22.5. All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hours of the last working day.
- 22.6. Wages due to every Manpower shall be paid to him direct or the other person authorized by him in this behalf.
- 22.7. All wages shall be paid in current coin or currency or in both. The wages shall preferably be paid through account payee cheque.
- 22.8. All wages shall be paid in Indian Currency only
- 22.9. Wages shall be paid without any deductions of any kind except those specified by the central government by general or special order in this behalf or permissible under the payment of wages act 1956.
- 22.10. It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site engineer or any other authorized representative of the office who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- 22.11. Each claim bill of the contractor must accompany details of labourers/employees engaged, duration of their engagement/wage register /amount of wages paid/amount of EPF/ESI contributions and declaration from the contractor regarding compliance of the condition of EPF Act 1952.
- 22.12. The contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day after 6 days & national holidays, PF, ESI etc. & the documentary proof of the same has to be attached with each month's bill.**

## **23. LABOUR RECORDS**

- 23.1. The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour(R & A) Central Rules 1971 **and same shall be submitted along with monthly bills to be submitted by contractor.**



- 23.2. The contractor shall maintain a muster roll register in respect of all workmen employed by him on the work under contract in form XVI of the CL( R & A) Rules.
- 23.3. The contractor shall maintain a register of daily work done by the manpower.
- 23.4. The contractor shall maintain a Wage Register in respect of all work men employed by him on the work under contract in form XVII of the CL (R & a) Rules 1971.
- 23.5. The Manpower deployed by the contractor for providing the services to do specified work will have no claim whatsoever for absorption in DoT later on.
- 23.6. The contractor shall maintain a Register of Fines in the form XII of the CL(R & A) rules 1971 the contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
- 23.7. The contractor shall maintain a **Register of deductions for damage OR loss** in from XX of the CL(R & A) Rules 1971.
- 23.8. The contractor shall maintain a register of Overtime in from XXIII of the CL(R & A) rules 1971.

#### **24. INSPECTION OF BOOKS AND SLIPS.**

The contractor shall allow inspection of all the prescribed labour records to any of his Manpower or to his agent at a convenient time and place after due notice is received or to the labour officer or any other person, authorized by the Central Government on his behalf 52 Submission of Returns The contractor shall submit periodical return as may be specified from time to time.

#### **25. INSURANCE:**

Without limiting any of the other obligations or liabilities the contractor shall at his own expense takes and keep comprehensive insurance for men and for all the work during the execution. The contractor shall also take out workmen's compensation insurance as required by law and under take to indemnify and keep indemnified the DoT for and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the DoT may suffer or incur with respect to end/or incidental to the same. The contractor shall have to furnish originals and /or attested copies as required by the DoT of the policies of insurance take within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the DoT may require.

#### **26. COMPLIANCE WITH LAWS AND REGULATION**

- 26.1. During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules., regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or DoT, municipal boards, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By- laws, Rules, Regulations, orders and /or provisions .The contractor shall assume full

responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.

- 26.2. Any assignee to share any portion of the work to be performed hereunder may be assigned. Assignee to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the DoT, harmless and indemnified from and against and all penalties ,actions ,suits, losses and damages, claims and demands and costs (inclusive between attorney and client)charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, rules, regulations, laws and order and provisions as aforesaid.

**27. FORCE MAJEURE: -**

- 27.1. If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the DoT as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

- 27.2. Provided also that if the contract is terminated under this clause, the DoT shall be at liberty to take over from the contractor at a price to be fixed by the DoT which shall be final, all un-used, un-damaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the DoT elect to retain.

**28. BREACH OF CONTRACT**

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

29. The Sr.DDG, Punjab LSA may without prejudice to his right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or

remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:

- If the Contractor having been given by the Competent Telecom Authority a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un workman like manner or irregular supply of requisite manpower, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Competent Telecom Authority (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- If the contractor commits breach of any of the terms and conditions of this contract.
- If contractor commits any act mentioned in clause- (23)
- If contractor commits any fraud with the DoT, or any fraudulent motive is detected in his action.
- If contractor demands undue charges not stipulated in this contract.

30. When the Contractor has made himself liable for action under clause- (31), the Sr.DDG, Punjab LSA on behalf of the DoT shall have powers:

To determine or rescind the contract as aforesaid (of which termination or rescission, notice in writing to the Contractor under the hand of the Sr.DDG, Punjab LSA shall be conclusive evidence) upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of DoT.

- To employ labour paid by the DoT and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Sr.DDG, Punjab LSA shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it has been carried out by the Contractor under the terms of the Contract. The certificate of the Competent Telecom Authority as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under the sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the DoT are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- After giving notice to the Contractor to measure up the work of the Contract and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be

incurred in excess of the sum which would have been paid to the original Contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Competent Telecom Authority shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by DoT under this contract or on any other account whatsoever or from his security deposit as the case may be.

In the event of any one or more of the courses of clause- (30) and/or clause (31) being adopted by Sr.DDG, Punjab LSA, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Competent Telecom Authority has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

31. In any case in which any of the powers conferred upon the Sr.DDG, Punjab LSA by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise hereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.

### **32. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF**

- 32.1. The Competent Telecom Authority may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.
- 32.2. The Competent Telecom Authority may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.
- 32.3. If at any time after the commencement of the work the Competent Telecom Authority shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Competent Telecom Authority shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

### **33. PAYMENTS**

- 33.1. The Contractor shall submit bills at office of Sr.DDG, Punjab LSA, complete in all respects. The bills will be submitted in DUPLICATE and in the manner and form that may be prescribed by the Competent Authority. The following documents should be attached with the bill.

- i. Copy of challan for payment of EPF showing the names, EPF Number of the employees deputed in the office of Sr.DDG, Punjab LSA under this contract for one previous month.
  - ii. Copy of challan for payment of ESI showing the names, ESI Number of the employees deputed in the office of Sr.DDG, Punjab LSA under this contract.
- 33.2. Account payee cheque/e-payment for amounts passed in the bill will be issued only after the Contractor gives a stamped receipt for the amount unless the bills are pre- receipted. . The Competent Telecom Authority will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.
- 33.3. Income Tax and such other Taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill.
- 33.4. The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made fully after the Competent Telecom Authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account. Unless there are specific reasons, all accounts are expected to be settled within a period of six months from the date of completion of the work in all respects.
- 33.5. Contractor shall pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work. Such expenditure shall be intimated to Contractor either by Competent Telecom Authority or concerned third parties in writing. If contractor fails to pay to the concerned third parties such amount within fifteen days from the date of notice, the Competent Telecom Authority shall recover such amount from the contractor and will make the payment to concerned third parties at the risk and cost of the contractor.
- 33.6. The contractor shall not be justified in abandoning the contract because the DoT has delayed making payment(s) in respect of other work being done for the DoT by the Contractor.
- 33.7. The final bill shall be submitted by the Contractor within one month of the date of completion of work or of the date of the certificate of completion furnished by the Competent Telecom Authority.

#### **34. SECURITY DEPOSIT**

- 34.1. Earnest Money (2.5% of the estimated cost of work) deposited at the time of submission of the tender, will be converted into Security Deposit on the acceptance of the tender.
- 34.2. The successful tenderer will have to deposit a Performance Security Deposit of 10% of the contract value (rounded off to next higher multiple of 10 including BID EMD at the time of signing of agreement within 10 working days of the issue of the letter of intent. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of

Accounts Officer, Office of CCA Punjab, payable at Chandigarh, Department of Telecommunications or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of the Company / Firm / Agency but hypothecated to the Communication Accounts Officer, Office of CCA Punjab, payable at Chandigarh. The performance security should remain valid for Communication Accounts Officer, office of CCA Punjab, payable at Chandigarh for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier.

- 34.3. Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by the DoT on the Security Deposit or on amounts payable to the Contractor under the contract.
- 34.4. Security Deposit/PBG shall be liable for appropriation / adjustment against any liquidated damages for delayed execution. If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the DoT to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor .
- 34.5. The Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.
- 34.6. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit/PBG or from any sum which may be due or may become due to the contractor by the DOT on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the bills of the contractor.
- 34.7. If the contractor duly performs and completes the contracts in all respects, the DoT shall refund the Security Deposit/PBG to the Contractor after deducting all costs and other expenses that the DoT may have incurred for making good any loss due to any action attributable to the contractor which the DOT is entitled to recover from the contractor.
- 34.8. Security Deposit/PBG will be refundable only after full settlement of final bill for the works contracted/executed under the contract and on submission of NOC from the AD/ADE/ADG/Director Concerned.
- 34.9. Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for three years after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the DoT.

### **35. DISPUTES AND ARBITRATION**

- 35.1. In the event of any question, dispute or difference arising under this agreement or in connection 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 Sr.DDG, Punjab LSA or in case his designation is changed or its office is abolished then in such case to the sole arbitration of the officer for the time being

entrusted whether in addition to the functions of the Sr.DDG, Punjab LSA or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the Sr.DDG, Punjab LSA or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Sr.DDG, Punjab LSA or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a DOT employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOT employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on 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 reasons whatsoever such Sr.DDG, Punjab LSA or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 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 Sr.DDG, Punjab LSA at Mohali or such other places as the arbitrator may decide.

- 35.2. According to Article 119, Limitation Act, 1963, (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the 'date of service of the notice of the filing of the award'. The expression "date of notice" means not only a formal intimation but also an informal one. the notice can be given orally also. When a signed copy of the award is given to the party and his signature taken as a token of such receipt, this shall amount to a notice and the time for filing an application under Article 119 (a), Limitation Act, 1963 would run from that date.

## SECTION-VI

### NON-RELATIVE CERTIFICATE

**Performa for No near Relative (s) of the Proprietor/Directors/ Partners of the company/firm/agency/ contractor in O/o Sr.DDG, Punjab LSA and/or O/o CCA Department of Telecommunications, Punjab.**

Undertaking to be given by the Authorized signatory/Proprietor/Directors/ Partners of the company/firm/agency Contractor in respect of no near relative (s) in O/o Sr.DDG, Punjab LSA and/or O/o CCA Department of Telecommunications Punjab, of the contractor.

I.....

S/O Sh.....

R/o.....

Hereby certify that none of the relative(s) of Proprietor/Directors/ Partners of the company/firm/agency as defined in the tender document is/are employed in O/o Sr.DDG, Punjab LSA and/or O/o CCA Department of Telecommunications, Punjab as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Date:

Signature of the tenderer with seal

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal

Date:

Place:

Signature & Stamp of the Tenderer



**SECTION-VII****CERTIFICATE OF MINIMUM WAGES TO BE SUBMITTED BY THE TENDERER**

I / We M/s ....., R/o ..... hereby certify that we shall comply with minimum wages Act that are to be paid to the labourers engaged by us vide latest rate as fixed by the Labour Commissioner 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, Goods and Service Taxes and other mandatory charges regularly as per the existing rules without any fail.

Date:

Signature of the tenderer with seal

Place :

Signature &amp; Stamp of the Tenderer

## SECTION-VIII

### DECLARATION REGARDING DEBARRED

I

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

Was / were 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 times, I/We are fully aware that the tender/contract will be rejected/cancelled and EMD shall be forfeited.

Date:

Signature of the tenderer with seal

Station :

Signature & Stamp of the Tenderer

## SECTION-IX

### SCHEDULE OF REQUIREMENTS

Sr. No.	Type	Number	Work
1	Office Up- keeping services	Ten	Separation, sorting and indexing after checking of the CAFs. CAFs and EMR self certificate Handling: To take the help of the semi-skilled manpower required for the timely completion of the work. To take the help of the semi-skilled manpower for preliminary CAF and EMR self-certificate audit. Other office related works that shall assist in carrying out the same. Movement of office files and stationary items with in office and handling of Dak under the direct supervision of officers in O/o Sr.DDG, Punjab LSA.

**(Note: Services shall be during normal office working hours with a lunch break. The manpower employed by the contractor may be called upon for the services on Saturday, Sunday or Gazetted holidays also, if required, without any extra charge. No other emoluments shall be entitled to except the actual bus fare for services outside office premises.**

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**SECTION-X****FINANCIAL BID PERFORMA (Not to be filled here)****Tender No.: DDG/PB/OU Tender/2017-18/40 dated 22-11-2017**

<div>Validate</div> <div>Print</div> <div>Help</div>							
<u>Item Rate BoQ</u>							
Tender Inviting Authority: Sr.DDG, Punjab LSA							
Name of Work: Outsourcing Office Upkeeping Services to O/o Sr.DDG, Punjab LSA,							
Contract No: Sr.DDG/PB/OU/2017-18/40 dated 22/11/2017							
Bidder Name :							
<b>PRICE</b> <span style="float: right;"><b>SCHEDULE</b></span> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	Consolidated rate per month inclusive of all kinds of taxes, duties, cess etc. (excluding Goods and Service tax) for services of each manpower Rs. In Figures Rs. P	TOTAL AMOUNT (Rs.)	TOTAL AMOUNT In Words (Rs.)	
1	2	3	4	5	6	7	
1	Outsourcing Office Upkeeping Services to O/o Sr.DDG, Punjab LSA,						
1.01	Office Upkeeping services (equivalent to one semi-skilled manpower)	10.000	Nos		0.00	INR Zero Only	
Total in Figures					0.00	INR Zero Only	
Quoted Rate in Words	INR Zero Only						

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<b>CHECK LIST FOR BIDDERS FOR UPLOADING DOCUMENTS</b>	
<b>SN</b>	<b>Documents</b>
1.	Scanned copy of DD towards cost of Tender documents.
2.	Scanned copy of DD towards cost of EMD
3.	Tender Document, all the Pages stamped and signed
4.	Bidder Profile
5.	Self Attested copy of Registration of the firm
6.	Self Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable.
7.	Self Attested copy of PAN card/GIR card and latest Income Tax return.
8.	Self Attested copy of Goods and Service Tax certificate.
9.	Self Attested copy of EPF and ESI certificate certificate.
10.	Certificate of Minimum wages
11.	Copies of Experience certificates
12.	Undertaking regarding non-relative in O/o Sr.DDG, Punjab LSA and/or O/o CCA DoT Punjab.
13.	Declaration regarding debarred.
14.	Declaration about Blacklisted/Non-Blacklisted company on stamp paper & notarized
15.	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.
16.	Financial Bid

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## SECTION –XI

### AGREEMENT

The agreement made on this..... day of (month) ..... (year)..... between M/S ..... herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the Deputy Director General (Telecom Enforcement, Resource & Monitoring) Cell, Punjab, 1st floor, Telephone Exchange Building, Sector-70, Mohali, herein after referred to as the DoT, of other part.

Whereas the contractor has offered to enter into contract with the said DoT for providing the services of office up- keeping in the O/o Sr.DDG, Punjab LSA, on the terms and conditions herein contained and the rates approved by the Sr.DDG, Punjab LSA Sr.DDG, Punjab LSA (At the rates Rs. ----- per month inclusive of all taxes, levies, duties and cess etc. for services of each Manpower) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

Now these presents witness, it is hereby agreed and declared by and between the parties to these presents as follows.

1. The contractor shall, during the period of this contract that is to say from (Date) ..... to (Date)..... or completion of work for Rs..... (In words) ..... whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of Manpower employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his Manpower at his own expense, all other associated works as described in Bid documents, when the Sr.DDG, Punjab LSA or any other person authorized by the Sr.DDG, Punjab LSA in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
3. The contractor shall also supply the requisite number of Manpower with means & materials as were as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
4. Since the work for outsourcing of office up-keeping service being awarded to the contractor is of important nature, the time schedule and supply of requisite number of manpower must be adhered to. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. If the work is not performed by any or all the Manpower on any day/days in a month, a penalty @ Rs. 250/- per working day per Manpower will be imposed , beside

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deduction shall be made proportionately (per day basis) from the bills of the contractor.

5. The contractor hereby declares that nobody connected with or in the employment of the O/o DDG(C) TERM and/or O/o CCA Department of Telecommunications Punjab is not/shall not ever be admitted as partner in the contract.
6. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the DoT having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present have here into set their respective hands and seals the day, year in.....

Above written:

( )

Signature on behalf of DoT

( )

Signature on behalf of Contractor

Name:

Name:

Designation:

Designation:

Seal:

Seal:

Agreement signed in the presence of

Witness 1:

Witness 1:

Signature:

Signature:

Name:

Name:

Witness 2:

Witness 2:

Signature:

Signature:

Name:

Name:

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## SECTION XII

### PERFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of Sr. Deputy Director General, Punjab, DoT, (hereinafter called Sr.DDG, Punjab LSA) 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 Punjab, an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the Sr.DDG, Punjab LSA, 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 Sr.DDG, Punjab LSA stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Sr.DDG, Punjab LSA, 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 tenderers 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 Sr.DDG, Punjab LSA 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 Punjab, 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 equivocal. 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 15 months from date herein. Notwithstanding the aforesaid, this bank Guarantee shall be for a sum of not exceeding Rs. .... and for a period of 15 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 Sr.DDG, Punjab LSA that the Sr.DDG, Punjab LSA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & 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

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the powers exercisable by the Sr.DDG, Punjab LSA, 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 Sr.DDG, Punjab LSA, or any indulgence by the Sr.DDG, Punjab LSA, 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 Sr.DDG, Punjab LSA.

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

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# **Part – II**

## **Financial Bid**

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## **INSTRUCTIONS FOR FILLING OF FINANCIAL BID FORM (BoQ)**

Subject : Providing Office Up keeping Services to O/o Sr.DDG, Punjab LSA.

1. Financial Bid(BoQ) – Financial Bid Form (BoQ) must be downloaded separately from **“[eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)”**, filled up and uploaded online at **“[eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)”** under Financial Bid (BoQ).
2. The BOQ template must not modified/replaced by the bidder and the same should be uploaded after filling the relevant columns. Else, the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.
3. The rates quoted shall be inclusive of all Taxes, levies, and duties except Service Tax, Service Tax shall be reimbursed as per actual. The shall comply with minimum wages Act and that the wages shall be paid to the labourers engaged by the firm according to latest rate as fixed by the Labour Commissioner as applicable as per minimum wages act.
4. Terms and conditioned mentioned in this Tender are applicable.
5. Rates should be quoted for all the items.

Seal of the Tenderer

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