BID DOCUMENT

LIMITED TENDER FOR OFFICE UPKEEP AND HOUSEKEEPING SERVICES

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

Website: www.dot.gov.in

(Limited Tender No.: DDG/TERM/UK/Manpower Tender/2009-10)

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Government of India

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

Notice Inviting Tender

Limited Tender No.: DDG/TERM/UK/Manpower Tender/2009-10

Sealed Limited Tenders are invited for the work of office upkeep and housekeeping services initially for a period of one year, from reputed Companies/firms/agencies having executed similar type of work with Government/PSUs and other reputed Private Limited/Autonomous organizations. For further details of tender, please visit our website: www.dot.gov.in. The last date for submission of tender documents will be 1500 hours on Friday the 15th December 2009. The tenders will be opened at 1600 hours on Friday the 15th December 2009 in presence of Tenderers, who may be present in the office of DDG (TERM) Uttarakhand on the given date and time. The details of Limited Tender is as under:

Limited Tender No.	Estimated cost	Cost of Bid Document	Bid Security (EMD)
DDG/TERM/UK/Manpower Tender/2009-10	Rs.162036/-	Rs.25/-	Rs.4050/-

The tender document can be procured from the office of DDG (TERM) 1st Floor, Telephone Exchange, 197, Rajpur Road, Dehra Dun, Uttarakhand, on payment of Rs.25/- (Rs. Twenty Five only) in cash (Non- refundable) up to 17:00Hrs of each working day from 20th November 2009 to 14th December 2009 .The receipt for Rs.25/- (Rs. Twenty Five only) must be enclosed along with the 'Technical bid'. The tender document can also be downloaded from the website. In such case, D/D of Rs 25. /-(Rs. Twenty five only) in favour of "Communication Accounts Officer, O/o CCA, Uttarakhand" must be enclosed in the 'Technical Bid'. Technical bid without the above receipt or D/D, will be rejected.

(Mudit Mishra)
Asstt. Divisional Engineer
1st Floor, Telephone Exchange, 197, Rajpur Road, Dehra Dun, Uttarakhand
Contact Nos: 0135-2734499(O), 09412000529(M)

Limited Tender for engagement of agencies for office upkeep and Housekeeping services in the office of DDG (TERM) Dehradun, Uttarakhand.

Term & Conditions of Tender

I. SCHEDULE:

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

Date & Time of issue of Bid Document	**: 20.11.2009 to 14.12.2009 (From 10:00AM to 5:00PM)**
Last date & Time for receipt of Tenders	**: 15.12.2009 at15:00 Hrs**
Date & Time of opening of Technical Bid For technically valid bids only)	**: 15.12.2009 at 16:00 Hrs**
Date & Time of opening of Financial Bid	**shall be notified later**
Place for opening of the tender	**: O/o Dy. Director General (TERM) 1st Floor, Telephone Exchange, 197, Rajpur Road, Dehra Dun, Uttarakhand.**
Validity of tender	**: 6 (six) months from the Date of opening**

II. GENERAL CONDITIONS:

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

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

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

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

3. *The cost of the bid Document is Rs. 25/- (Rupees Twenty five only)*. The 'Technical Bid' must contain the receipt of Rs. 25/- (Rs. Twenty five only, Non refundable) or the demand draft of Rs. 25/- in favour of "Communication Accounts Officer, O/o CCA, Uttarakhand, payable at Dehradun towards the cost of the tender document.

4. The tenderer has to declare in writing that he is not having any relationship with any of employee of the O/o DDG (TERM), Uttarakhand. the tenderer has to submit the declaration as per the Annexure-'A'

5. The Earnest Money Deposit (EMD) amounting to Rs. 4050/- (Rupees four thousand fifty only) by demand draft or bankers cheque drawn in favour of "Communication Accounts Officer, O/ O CC A, Uttarakhand" should accompany the tender. Tenders received without earnest money shall be summarily rejected.

6. EMD of the successful tenderer will be forfeited if he fails to commence the work as per letter of awarding the work to the successful tenderer. EMD of the unsuccessful Tenderers shall be returned within 6 weeks after award of work.

7. The DDG (TERM) Uttarakhand does not bind himself to accept the lowest or any bid and reserves the right of accepting/rejecting the whole or any part of the bid.

8. The Company/Agency/Firm shall fulfill the legal requirement of obtaining license under the contract Labour (Regulation &Abolition) Act. The company Agency/Firm should submit the Contract License issued by the Labour Commissioner; under Contract Labour(R&A) Act. Every page of the tender document must be signed by the tenderer with seal of the Company/Agency/Firm and has to be submitted with the "Technical Bid". Tender without every page signed will be rejected without any further intimation.

9. On taking over the responsibility, the Company/ Agency/ Firm shall formulate the mechanism and duty assignment of personnel in consultation with the DDG (TERM) Uttarakhand or officers designated by him.

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

10. It will be the responsibility of the Company/Agency/Firm to meet other transportation, food, medical and any other requirement of Company/Agency/Firm's manpower for carrying out the contract works. O/o DDG (TERM), Uttarakhand will have no liability in this regard at any stage.

11. For any intent and purpose, the Company/Agency/Firm shall be the 'Employer' within the meaning of different Labour Legislations in respect of manpower deployed for contractual services.

12. The manpower deployed by the Company/ Agency/ Firm shall not have any claims of Master and Servant relationship viz a viz Telecom Enforcement, Resource & Monitoring, Uttarakhand nor have any principal and agent relationship with or against the O / o DDG (TERM), Uttarakhand.

13. The man power deployed by the Company/ Agency/ Firm for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc, regular/confirmed manpower of the TERM, Uttarakhand, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Company/ Agency/ Firm shall not be entitled to or and will not have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in the TERM, Uttarakhand. Company/ Agency/ Firm should make it known the above to the manpower of the Company/ Agency/ Firm.

14. The Company/ Agency/ Firm shall be solely responsible for redressal of grievances/ resolution of disputes relating to the manpower deployed.

15. TERM, Uttarakhand shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Company/ Agency/ Firm during the course of their execution of services, or for payment towards any compensation.

16. The Company/ Agency/ Firm will be required to pay minimum wages as prescribed under the minimum wages by the competent authority. The Company/ Agency/ Firm will maintain proper record as required under the law/ acts. The contract will remain valid for one year or the period specifying in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by O/O DDG (TERM) Uttarakhand.

17. The Company/ Agency/ Firm shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed f o r the preservation of peace and protection of persons and property of TERM, Uttarakhand.

18 **The Company/Agency/Firm shall communicate to the O/o DDG (TERM), Uttarakhand and the name, residential address, ages, etc. of each of the persons deployed by him. For the purpose proper identification of the personal of the Company/Agency/Firm, shall issue identify cards and the said be duty-bound to display them at the time of duty.**

19. **The persons deployed by the Company/Agency/Firm must be courteous should bear a good conduct/moral character. Such person should not have any past criminal record. The persons should preferably be young, energetic and posses a good health and sound mind. On any case such person must be free from all contagious diseases. No labour below the age of 18 years shall be employed /arranged for the work by the Company/Agency/Firm at the O/o DDG (TERM), Uttarakhand. The candidates should preferable be under 35 years of age.**

20. **In case any of the persons deployed by the Company/ Agency/ Firm does not come up to the mark or does not perform his duties properly or indulges in any unlawful acts or disorderly conducts, the Company/ Agency/ Firm shall take suitable action against such employee on the report of the O/o DDG (TERM), Uttarakhand. The Company/ Agency/ Firm shall replace the particular person so deploy on demand of the DDG (TERM) Uttarakhand in case of any of the aforesaid acts on the part of the person concerned. The Company/ Agency/ Firm shall ensure that all the employees get the stipulated wages determined by Minimum Wages from time to time and other benefits as are admissible under various Labour Laws and the Company /Agency/Firm shall provide full information in respect of wages, etc., paid to his employees so employed, in conformity with the provisions of Contract Labour (Regulation and Abolition) Act, 1970.**

21 **The Company/ Agency/ Firm shall submit the bills for payment to the O/o DDG (TERM) Uttarakhand along with attendance register prepared by them on the last working day of every month. For this purpose the attendance shall be computed from 26th of previous month to 25th of the current month. Payment shall be made through Cheque to the Company/ Agency/ Firm. For deficiencies, if any, in providing the service as per the scope of work, proportionate charges will be recovered / deducted. Failure to make payment by the Company/ Agency/ Firm to their employee working in this office on their behalf shall entail immediate encashment of the Security Deposit Bank Guarantee.**

22 **The Company/ Agency/ Firm shall be responsible for fulfilling all his obligations towards the persons deployed under the Law, namely, under the Minimum Wages Act, Contract Labour Act, Employee Provident Fund Act, ESI Act, Bonus Act, Shops & Establishment Act or any other labour law etc. as applicable and amended from time to time.**

23 **The Company/ Agency/ Firm shall conform to the provisions of Central / State Act(s) or the Regulations on the subject as well as the terms and conditions of the agreement to be executed.**

24. The Company/ Agency/ Firm shall, on demand, furnish copies of wage register m Muster roll etc., to the Office of DDG (TERM), Uttarakhand for having paid all the Dues to the persons deployed by the Company/ Agency/ Firm for the work. This Obligation is imposed on the Company/ Agency/ Firm to ensure that the Company/ Agency/ Firm is fulfilling his commitments towards his employees so deployed under Various Labour Laws.

25. The Company/ Agency/ Firm shall maintain all the records prescribed under the Contract Labour (Regulation & Abolition) Act, 1970 and under the other related labour regulations and furnish these for inspection when demanded by the Office of DDG(TERM), Uttarakhand or the concerned Central / State Govt./ Judicial Authorities, as the case may be.

26. The Company/Agency/Firm shall keep the Office of DDG (TERM) Uttarakhand indemnified against all claims what so ever in respect of the employees deployed by him. In case any employee of the Company/Agency/Firm so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the Company/Agency/Firm to contest the same. In case of TERM, Uttarakhand is made a party and is supposed to contest the case, the Company/Agency/Firm shall reimburse to Office of DDG (TERM), Uttarakhand the actual expense incurred towards Counsel Fee and other expenses which shall be paid in advance by the Company/Agency/Firm to office of DDG (TERM), Uttarakhand on demand. The Company/Agency/Firm shall ensure that no financial or any other liability comes on office of DDG (TERM), Uttarakhand in this respect of any nature whatsoever and shall keep office of DDG (TERM), Uttarakhand indemnified in this respect.

27. Income Tax at the prevailing rate and surcharge thereon will be deducted from the monthly bills of the Company/ Agency/ Firm as per rules.

28. The Company/ Agency/ Firm shall execute an agreement in the format prescribed, within the time stipulated by the O/o DDG (TERM), Uttarakhand.

29. Before signing the agreement, the Company/ Agency/ Firm shall deposit 10% of the annual value of contract as Security Deposit in the form of bank guarantee in prescribed proforma, valid for 3 months more beyond the period of contract i.e. 15 months in case of one year contract. The rate expressed as monthly Price for the entire scope of the contract shall remain unchanged throughout the entire period of contract. The contract may be terminated by giving one month prior notice by either party. Further, the contract may also be terminated on any of the following contingencies:

a. On the expiry of the contract period as stated above.

b. On account of committing breach by the Company/Agency/Firm of any of the terms & conditions of the agreement/tender.

c. Assigning the contract or any part there of or any benefit or interest therein or there under by the Company/ Agency/ Firm to any third person or sub-letting whole or part on the contract to any third person.

d. On Company/ Agency/ Firm being declared insolvent by competent court of law.

30. **It shall be the duty of the Company/ Agency/ Firm to remove all the persons deployed by him on termination of the contract and ensures that no person creates any disruption/hindrance/problem of any nature to Office of DDG (TERM), Uttarakhand.**

31. **The workers deployed by the Companied/Firms/Agencies shall perform work assigned to them by o/o DDG (TERM) Uttarakhand or by any other authorized officer by him on all 5 days of the week i.e. Monday to Friday from 9.00 A.M to 1800 Hrs. The Company/ Agency/ Firm may be called upon for the services on Saturday, Sunday or 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 in case worker is asked to perform service outside the office premises like delivering the documents to other office etc..**

32. **The Company/ Agency/ Firm shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs.150 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.**

33. **If the state Government revise the rates of minimum wages and taxes for semi-skilled /unskilled works in between the contract period, accordingly the revised rates shall be effective for the subsequent period till the expiry/extension of the tender as per Financial bid (Annexure-II). Company/Agency/Firm shall inform to the O/o DDG (TERM) Uttarakhand for requesting the revision of minimum wages/taxes as per the State Government Rule for payment and submit the monthly bill as per the revised rates.**
For calculations basis, item 'A' & 'B' shall be revised as per minimum monthly wages for semiskilled/unskilled as per the revised wages of State Government in between the contract period and consequent upon this 'ESI' & 'EPF' as per items 'C' & 'D' shall be calculated as per the revised rules of State Government at that time. *However there will not be any change in "Service Charge" (to be quoted by the tenderer) mention in item 'F'.*

III. ARBITRATION.

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

SCOPE OF WORK:

The scope of work generally consists of providing one number of Semi skilled and one number of unskilled Manpower for daily job of office upkeep and housekeeping services. However, in case of additional requirement the tenderer shall arrange additional hands at the quoted rates on prior notice.

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

I) ***For unskilled Manpower***

a. Opening and Closing of the office.

b. Regular cleaning, sweeping and mopping of the office building/compound, dusting of office furniture etc. so as to maintain general cleanliness and hygiene in office.

c. Cleaning of the electrical appliances like fans and lights.

d. Making arrangements for tea, coffee, water etc. during the meetings and Routinely to the officers of Office of DDG (TERM) and other official Visitors/representatives.

e. Any other miscellaneous type of work assigned by the officer-in-charge.

II) For II) ***For Semiskilled Manpower***

a. Photocopying, making sets of reports, Stacking of CA forms and other general office documents.

b. Dispatch and delivery of official letters by messenger, ordinary post and registered post.

c. Distribution of office desk & files of general nature among the officers.

d. Any other miscellaneous type of work assigned by the officer-in-charge.

V. FINANCIAL E V A L U A T I O N

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

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

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

VI. PERIOD OF CONTRACT:

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

Asstt. Divisional Engineer [TERM] Uttarakhand
O/o DDG (TERM) Uttarakhand, Dehradun

ANNEX-I

Technical Bid

(Limited Tender No.: DDG/TERM/UK/Manpower Tender/2009-10)

Engagement of agencies for office upkeep and housekeeping in the Office of DDG (TERM), Uttarakhand, Dehradun.

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

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

Financial Year	Amount (Rs.lacs)	Remarks, if any
2007-08		
2008-09		

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

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

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

12. **Detail of EMD:**
Demand Draft No _____Date of issue ----------
Name of the issuing Bank and Branch_____

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

Date: **Signature of authorized person**

Place: **Seal:**

ANNEX-II

Financial Bid

(Limited Tender No.: DDG/TERM/UK/Manpower Tender/2009-10)

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

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

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

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

Date: **full address & Contact No**

Signature of the Tenderer with seal

ANNEXURE 'A'

DECLARATION OF NEAR RELATIVES TO BE SUBMITTED BY THE TENDERER

We M/s _____

R/o._____hereby

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

Dated: **Signature of the tenderer with seal**

ANNEXURE-'B'

Certificate of Minimum wages to be submitted by the tenderer

We M/s _____,

R/o_____hereby certify that we shall comply with the minimum wages Act that are to be paid to the laborers engaged by us vide Latest rate as fixed by the Labour Commissioner, Uttarakhand Govt. 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 s h a l l comply with the ESI, EPF, Service Taxes and other mandatory charges regularly as per the existing rules without any fail.

Dated: **Signature of the tenderer with seal**

Place:

ANNEXURE-'C'

DECLARATION

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

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

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

Date: **Signature of the Tenderer with seal.**

Station:

PERFORMA OF SECURIY DIPOSIT BANK GUARANTEE

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

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

3. We undertake to pay to the CAO O/o CCA Uttarakhand, any money so demanded notwithstanding any disputes raised by the approved tenderer(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and 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 DDG (TERM) Uttarakhand that the DDG (TERM) Uttarakhand shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & Signature & Seal of the Tenderer conditions of the said agreement or to extend time of performance by the said approved tenderer(s) from time to time or to postpone for any time to time any of the powers exercisable by the DDG (TERM) Uttarakhand, against the said approved tenderer(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said approved tenderer(s) or for any

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

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

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

Dated: _____

For _____

(Indicating the name of the Bank)

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

A. ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. **Technical Bid (Annex-I)**
2. **Receipt of Rs. 25/- as cost of Bid document in favour of CAO, O/o CCA Uttarakhand.**
3. **EMD of Rs. 4050/- in favour of CAO, O/o CCA Uttarakhand.**
4. **Annexure-A**
5. **Annexure-B**
6. **Annexure-C**
7. **Attested copy of registration of agency**
8. **Attested copy of PAN / GIR Card**
9. **Attested copy of the latest IT return filed by agency for the last one year**
10. **Attested copy of Service Tax registration certificate**
11. **Attested copy of the E.P.F. registration letter / certificate**
12. **Attested copy of the E.S.I. registration letter / certificate**
13. **Certified document in support of financial turnover of the agency for the last 2 financial Years**
14. **Copy of the terms and conditions at pages 1-13 & 15 to 20 of the Bid Document with each page duly signed with seal of the Company/Agency/Firm by the authorized signatory of the agency in token of their acceptance.**

B. DOCUMENTS WITH THE FINANCIAL BID

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