

**GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATION
DEPARTMENT OF TELECOMMUNICATIONS
CONTROLLER OF COMMUNICATION ACCOUNTS
PUNJAB TELECOM CIRCLE
CHANDIGARH**

**E- TENDER DOCUMENT
FOR
MANPOWER FOR DATA ENTRY WORKS
REQUIRED FOR USE IN
O/O CONTROLLER OF COMMUNICATION ACCOUNTS,
PUNJAB TELECOM CIRCLE, CHANDIGARH**

Tender No: CCA/Pb/Tender/Data entry work /2017-2018/01
Dated: 12- 05 - 2017

Total No. of Pages -37

Price Rs. 500/-

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

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**Department of Telecom
Controller of Communication Accounts
Punjab Telecom Circle
Chandigarh**

NIT No. CCA/Pb/Tender./Data Entry Work/2017-2018/01

Dated -12-05-2017

NOTICE INVITING TENDER

E-Procurement TENDER NOTICE for Data Entry Work

The Controller of Communication Accounts, Punjab Telecom circle, Chandigarh on behalf of the President of India invites E- Procurement Tender (**Online Tender through Website <http://eprocure.gov.in/eprocure/app>**) under two bid system i.e Technical bid and Financial bid from the qualified firms/companies as per schedule mentioned below-

S. No.	Activity Description	Schedule
1	Tender No.	CCA/Pb/Tender./Data Entry Work/2017-2018/01 Dated-12-05-2017
2	Sale of tender Document	12-05-2017 to 13-06-2017. The tender document shall be downloaded from the e-procurement portal http://eprocure.gov.in/eprocure/app by using bidder login credentials
3	Time & last date of depositing Tender/Bid	13:00 hrs on 13-06-2017
4	Time & last date of opening of Technical Bid	15:30 hrs on 14- 06 -2017 in the O/o CCA, Punjab Telecom Circle, Sec-27A, Chandigarh
5	Minimum Validity of tender offer	180 Days from the date of opening
6	Services to be offered	Data Entry Work
7	Estimated cost of tender	6,00,000/-
8	Amount of EMD to be deposited	12000/-
9	Duration of Contract	One year from the date of award of contract. However the same may be further extended for one year on the same terms & conditions
10.	Cost of Bid Document	Rs. 500/-
11.	Likely date for commencement of Contract	July 2017

Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Interested bidders may submit their quotation online in <http://eprocure.gov.in/eprocure/app> as per 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/appendum regarding this tender will be available on the above said website only.

Demand Draft for an amount of Rs. 500/- (Non refundable) drawn on any Nationalized Bank payable at Chandigarh in favour of Sr. Accounts Officer (Cash), O/o CCA, Punjab Telecom Circle. It has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards cost of tender document failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Demand Draft.

The applicant has to deposit Earnest Money (EMD) Rs. 12000/- in form of Demand Draft drawn on any Nationalized Bank payable at Chandigarh in favour of Sr. Accounts Officer (Cash), O/o CCA, Punjab Telecom Circle. It has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards EMD failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Demand Draft.

The aforesaid DDs towards cost for Tender and EMD should be submitted to the tender inviting authority i.e. CCA Punjab Telecom Circle, Chandigarh on or before the time of opening of tender.

The duly filled in tender document shall not be accepted if they are not accompanied by the scanned copy of the demand draft toward the tender fee and the requisite bid security (EMD).

The DD towards the cost of tender document and that towards the Earnest Money Deposit should bear the date after the date of NIT.

ACCA (Admin)

SECTION-1A

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-procurement are at <http://eprocure.gov.in/eprocure/app>.

The bidder must carefully follow the instructions:

- i) 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.
- ii) 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 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 provide.
- 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 singing 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 with the portal 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/Annexure for the tenders he/she is interested.
- vii) After downloading/getting the tender documents/Annexure/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, if any, before submitting the bids online.
- 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 any tender folder, he selects the tender to view all the details indicated.
- xii) It is construed that the bidder has read and agreed all the terms and conditions before submitting their offer. Bidder should go through the tender Annexure 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 2 MB, 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 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.
- 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 due 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 setting fixed in the server side & displayed at the top of the tender site will be valid for all actions of requesting, bid opening etc., in the E-tender system. The bidders should follow this time during bid submission.
- xxvi) All the data 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 filed 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) Filling all the filed in both technical and financial bids is mandatory. Incomplete bid will summarily be rejected at the discretion of the Department.
- xxxi) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document.

SECTION I B

GENERAL (COMMERCIAL) CONDITIONS

1. Eligibility Conditions

1.1 The bidder should be able to provide sufficient manpower for Data Entry Work in O/o Controller of Communication Accounts, Punjab Telecom circle, Chandigarh as per the list at Section III to this tender. The other eligibility conditions are as follows:.

- (a) The Registered Office or one of the Branch Office's of the Sole Proprietorship/Agency/Firm/Company should be located in Chandigarh/ Mohali/Panchkula
- (b) The Sole Proprietorship/Agency/Firm/Company should have its own Bank Account;
- (c) The Sole Proprietorship/Agency/Firm/Company should have valid PAN issued by IT Dept.
- (d) The bidder should have an experience of minimum 01 years in the field of supply of Data Entry Operators to any central government office/state government office/semi government office.

1.2 The technical requirements for the Sole Proprietorship/Agency/Firm/Company for providing manpower for Data Entry Work as per Section III (A).

2. Documents required to be submitted along with the bid.

The bidder shall furnish the following documents along with the bid:

- (a) Declaration that firm shall be able to provide sufficient Manpower.
- (b) Bid Security of required amount in form of Demand Draft/Bank Guarantee.
- (c) All the pages of the tender document and certificates shall be duly signed by the bidder.
- (d) The copy of Registration certificate.
- (e) The Sole Proprietorship/Agency/Firm/Company should submit its own Bank Account Number.
- (f) The Sole Proprietorship/Agency/Firm/Company should submit valid PAN issued by IT Dept..

Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid.

All details have to be filled and signed copies have to be scanned and along with scanned copies of all documents to be uploaded online as part of technical bid envelopes.

Note: The tenders without Earnest Money Deposit will be summarily rejected.

3. **Preparation and Submission of Tender:**

Bids have to be submitted online only at website <http://eprocure.gov.in/eprocure/app> under two bid system i.e.(i) Technical/Qualifying bid and (ii) Financial bid in the prescribed proforma. All the documents in support of eligibility criteria etc are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in clauses 5 and 6 below:-

(a) The Technical Bid shall contain:

- (i) EMD (Scanned copy of DD to be uploaded online & original DD to be submitted off line)
- (ii) Cost of the tender documents i.e. documents fee (scanned copy of DD to be uploaded online & original DD to be submitted offline)
- (iii) All documents/certificated/declarations showing fulfillment of pre qualification requirement (signed copy to be scanned and uploaded online)
- (iv) Schedule of requirement as listed in section II (This one page section II has to be signed after filling all the details and scanned copy to be uploaded online)
- (v) Bid form as mentioned in Annexure II (signed copy has to be scanned and uploaded online)
- (vi) Certificates as mentioned in Annexure III,IV, V and VI (signed copies have to be scanned and uploaded online)
- (vii) Declaration regarding Blacklisting /Non Blacklisting in Annexure VII (signed copy has to be scanned and uploaded online)

(b) The Financial bid shall contain:

Duly filled in financial bid as mentioned in section VI.

4. **Signing of Tender:**

Individual signing the tender or other documents connected with contract must specify whether he signs as:-

- (a) a “sole proprietor” of the concern or constituted attorney of such sole proprietor.
- (c) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by

virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

Note:

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the CCA, Punjab Telecom Circle, Chandigarh, may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The tenderer should sign and affix his Sole Proprietorship's/firm's/ company's stamp at each page of the tender and all its Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

5. Technical Bid:-

5.1 Scanned copy of the Technical bid should be submitted in form given in Section IV along with Demand Draft for Earnest Money and cost of Tender Document for the amount indicated above along with full details of technical facilities for executing the work and other information sought for in the Section IV.

6. Financial Bid:

6.1 The Financial Bid should be submitted in form given in Section V. The Financial Bids of the tenderers short – listed after evaluation of technical bids only will be opened. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.

6.2 .A consolidated rate should be quoted along with its break up Sr. No. wise. The tenderer has to comply with the provisions of the Minimum Wages Act in respect of all employees engaged and show proof of this in the breakup of the charges quoted by

him. The bidder shall quote in original & duplicate price schedule attached along with bid document for manpower for Data Entry Work to be provided. Rate quoted in any other format /sheet will not be considered. Rate should be quoted in enclosed sheet (in duplicate) in figures & words without any overwriting, corrections, errors, omissions etc. Any corrections in bid or rate sheet are required to be signed by the bidder otherwise tender may be rejected summarily. The rates quoted shall be firm and final.

6.3 Taxes, if any, to be paid need to be duly indicated in the bid. Otherwise no extra payment would be made for this purpose.

6.4 Terms of payment as stated in the Tender Document shall be final.

6.5 At the time of payment of bills, the income tax and other taxes, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

7. Bid Security (EMD)

7.1 The bidder must deposit Rs **12,000/- (Rupees Twelve thousand only)** as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of DD from any nationalized bank payable at Chandigarh in favour of Sr. A.O (Cash). O/o CCA Punjab Telecom Circle, Chandigarh valid for 90 days from the date of tender opening.

7.2 The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 14 of Section I and furnishing the performance security. No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by this office in respect of any previous work will be entertained.

7.3 The bid security may be forfeited

(a) If the bidder withdraws his bid during the period of validity specified by the bidder in the bid form.

(b) If the successful bidder fails to sign contract within a week of the issue of letter of intent.

(c) If the successful bidder fails to furnish performance security in accordance with Clause 14.1 of Section I.

(d) A bid not secured in accordance with clause 6.2 shall be rejected by the CCA office as non-responsive and returned to the bidder.

8. Validity of the Bids:-

The bids shall be valid for a period of 90 days from the date of opening of the tenders. This has to be so specified by the tenderer in the financial bid.

9. Opening of Tender:-

The tenderer is at liberty either to be present himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

10. Criteria for Evaluation of Tenders:

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Section IV and then on the basis of Financial information furnished in form given in Section V. The Financial bid (Section V) of such firms found valid based on technical parameters (as per Section IV) will be opened. It must be kept in view that no decision will be given by the Tender Evaluation Committee, or any inference drawn during the meeting of this Committee by the tenderers or their representatives will be their own view and the Department will not be responsible and abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given in Special Conditions

11. Award of Contract

CCA Punjab shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 7 days of the issue of the letter of intent give his acceptance and sign agreement with CCA Punjab.

12. Right of Acceptance:

12.1 CCA Punjab Shall not be bound to accept the lowest or any tender and reserve the right to accept or reject any bid.

12.2 Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's quotation.

13. Right to vary Quantities

CCA Punjab reserves the right to increase or decrease the required quantity of service specified in the schedule of requirements without any change in the hiring charges of the offered quantity and other terms and conditions

14. Performance Security Deposit:

14.1 The successful tenderer will have to deposit a performance security (security deposit) @ of 5% of the tender value in the form of Demand Draft drawn in favour of Sr. Accounts Officer (Cash), O/o CCA, Punjab Telecom Circle or a Bank Guarantee for the amount valid for the period extending at least six months beyond the date of completion of work. The Security Deposit will not be adjusted against any payment due to the firm .

14.2 The Security Deposit can be forfeited by order of the CCA, Punjab Telecom Circle, Chandigarh in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered by the Department of Telecom sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

15. Penalty:

15.1 In the event of the contractor failing to:

- (i) Observe or perform any of the conditions of the work as set out herein; or
- (ii) Execute the work in good manner and to the satisfaction of the CCA, Punjab Telecom Circle, Chandigarh

15.2 It shall be lawful for the CCA, Punjab Telecom Circle, Chandigarh, in its discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that the contractor is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require, any work executed otherwise than in good and workman-like manner. In both or either of these events aforesaid, the contractor has to make such arrangements as he may think fit for the reproduction of the work in lieu of that so rejected or removed.

15.3 Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, CCA, Punjab Telecom Circle, Chandigarh may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contract or from the security deposit or may be demanded of him to be paid within seven days to the credit of the CCA, Punjab Telecom Circle, Chandigarh

15.4 In the event of discovery of any error or defect due to the fault of the contractor, the contractor shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the CCA, Punjab Telecom Circle, Chandigarh. In the event of the delivery of any defective work, which owing to any reason cannot be wholly rejected, the CCA, Punjab Telecom Circle, Chandigarh shall have the power to deduct from any payment due to the contractor such sum as he may deem expedient

15.5 In the event of a work being wholly rejected, the CCA, Punjab Telecom Circle, Chandigarh may at his discretion either.

- (i) Permit the contractor to re-do the same within such time as he may specify at contractor's own cost, or
- (ii) Arrange to get the additional work done elsewhere and by any other person or from any other source than the contractor in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub clause (b) of this clause.

15.6 The powers of the CCA, Punjab Telecom Circle, Chandigarh under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause – 14 above.

15.7 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. The delay by the Agency in providing a substitute beyond one working day shall attract liquidated damages @ Rs. 200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.

16. Labour Regulations

16.1 The Contractor shall comply with all Labour Laws and other related laws and regulations in force.

16.2 The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

16.3 CCA, Punjab Telecom Circle, Chandigarh shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non – fulfillment of the conditions of the contract of the benefit of the workers, non – payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non – observance of the Regulations.

16.4 The event of any failure in this regard and in the event of any loss/ damages caused directly or indirectly to CCA, Punjab Telecom Circle, Chandigarh , the same will be payable by the contractor along with such penalty as may be decided by CCA, Punjab Telecom Circle, Chandigarh which shall not be less than 10 percent of the total loss suffered by O/o CCA, Punjab Telecom Circle, Chandigarh .

17 Termination for Insolvency

CCA Punjab may also by giving written notice and without compensation to the service provider/contractor terminate the contract if the service provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

18. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by CCA, Punjab Telecom Circle, Chandigarh in that event and the security deposit shall also stand forfeited.

19. **Subletting of Work:**

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the CCA, Punjab Telecom Circle, Chandigarh, which he will be at liberty to refuse if he thinks fit.

20 **Right to call upon Information**

Regarding Status of Work, CCA, Punjab Telecom Circle, Chandigarh will have the right to call upon any information regarding status of work at any point of time.

21. **Precautionary Measures:**

21.1 The contractor must be careful that quality in services is maintained as well as time schedule prescribed etc., should not be disturbed.

21.2 The contractor must take every care to see that the work or any portion of thereof does not fall into unauthorized hands. Care should be taken to execute the work under proper security conditions and no spare item of work/ copies should be retained/ sold or otherwise made over by the contractor or any of his staff member to any person other than the person(s) authorized by the CCA, Punjab Telecom Circle, Chandigarh, any breach thereof shall be deemed to be a breach of this contract.

21.3 **Only one tender shall be submitted by one tenderer.**

22. **Terms of payment**

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

22.2 The contractor shall submit the monthly bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.

22.3 **All payments shall be made by e- payment only.**

22.4 The CCA, Punjab Telecom Circle, Chandigarh shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding paras.

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

22.6 Wherever applicable all payments will be made as per schedule of payments stated in Financial Bid (Section V).

23. Liability to pay taxes/Govt Levies/Duties

The supplier shall be responsible for payment of all government dues as taxes/Govt levies and duties as imposed by Government from time to time.

24. Arbitration

In the event of any dispute arising under the agreement in connection with the agreement the same shall be referred to sole arbitration of the Secretary, Department of Telecommunication, Sanchar Bhawan, New Delhi. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

25. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is 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 happenings, 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 events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist. The decision of CCA Punjab as to whether the supplies/services 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.

26. Termination of Contract

26.1 CCA Punjab may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts by giving 2 (two) clear working days notice in writing to the contractor in case of any default by the contractor/service provider and in any of the terms and conditions.

a) If the contractor fails to arrange the sufficient manpower within the period specified in the contract or any extension thereof granted by the CCA Punjab.

b) If the contractor fails to perform any other obligations under the contract agreement.

26.2 CCA Punjab may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the contractor, in the above circumstances.

26.3 Notwithstanding anything contained herein, CCA Punjab also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

27. Duration of the Contract

Normally the contract will be awarded for One year. Further extendable for another year.

SECTION II

SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of contract shall supplement the General conditions of the contract as contained in Section I and wherever there is a conflict, the provisions herein shall prevail over those in Section I.
2. Office of CCA, Punjab Telecom Circle, reserves the right to debar a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
3. Any liability under any Act or Statute shall be of the contractor and under no circumstances shall CCA, Punjab Telecom Circle assume responsibility.
4. The engagement and employment of manpower and payment of wages to them as per existing provisions of various labor laws and regulations is the sole responsibility of the contractor. Any breach of such laws or regulations shall be deemed to be breach of this contract.
5. No sub-contracting is permissible.
The near relatives of all employees working in office of CCA, Department of Telecom Punjab Telecom Circle Chandigarh either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - (a) Members of a Hindu Undivided Family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother son(s), son's wife(daughter- in - law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) husband (brother-in-law).
6. The contractor shall assign the Job of Data Entry Work to experience hand.
7. The contract shall commence from july 2017 and shall continue for a period of one year unless it is curtailed or terminated by this department owing to deficiency of service, substandard quality of workers deployed, breach of contract or cessation of the requirement of work.
8. CCA reserves right to counter offer price against price quoted by the bidder.
9. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and this Department.
10. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a further period not exceeding one year.
11. The Department of Telecommunications reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.

12. It will be the responsibilities of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Department and this department will have no liabilities in this regard.
13. The service providing agency shall be solely responsible for the redressed of grievances/ resolution of disputes relating to person deployed. This Department shall, in no way, be responsible for settlement of such issues whatsoever.
14. This Department shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the service providing agency shall not claim pay, perks and other facilities admissible to casual, ad hoc, regular/confirmed employees of this Department during the currency or after expiry of the contract.
16. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in this Department.
17. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.
18. The Service provider/contractor shall not engage any person below the age of 18 years.
19. Service provider/contractor will be responsible for compliance of all labour laws, provident fund rules, insurance and other statutory requirements w.r.t. persons covered under the contract.
20. Department of Telecom will correspond/deal only with the contractor or his authorized agent and not with anyone else.

SECTION III

(A) TECHNICAL REQUIREMENTS FOR THE SOLE PROPRIETORSHIP/ SOLE PROPRIETORSHIP/AGENCY/FIRM/COMPANY FOR PROVIDING SERVICES

1. Worker should be able to read and write Hindi & English, well conversant with the MS Office and should be able to handle the data entry work allotted to him/her. The manpower to be engaged should be between 18-40 years in age.
2. His / her antecedents should have been got verified by the Sole proprietorship/Sole Proprietorship/Agency/Firm/Company from the local police authorities.
3. The O/o CCA, Punjab Telecom Circle, Chandigarh, at present, has requirement of workload equivalent to **03 (three)** man powers. The requirement of the O/o CCA, Punjab Telecom Circle, Chandigarh may further increase or decrease during the period of initial contract also and the tenderer would have to provide additional Data entry operators, if required on the same terms and conditions.
4. The tenderer will be bound by the details furnished by him / her to this office, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
5. The contracting agency shall ensure that the manpower deployed in the O/o CCA, Punjab Telecom Circle, Chandigarh conforms to the technical specifications of age and language skills prescribed in the Tender Document.
6. The manpower employed by the agency shall be required to work normally as per the O/o CCA, Punjab Telecom Circle, Chandigarh working days, i.e. from Monday to Friday from 09:00 hrs. to 17:30 hrs. with a lunch break of ½ hour from 13:00 hrs. to 13:30 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays.
7. The contracting Sole Proprietorship/Agency/Firm/Company shall furnish the following documents in respect of the individual Data Entry Worker who will be deployed by it in this Department before the commencement of work:
 - (a) List of Data Entry Workers short listed by agency for deployment in the O/o CCA, Punjab Telecom Circle, Chandigarh full details i.e. date of birth, marital status, address etc;
 - (b) Bio-data of the persons.
8. In case, the person employed by the successful Sole Proprietorship/ Agency/Firm/Company commits any act of omission / commission that amounts to

misconduct / indiscipline / incompetence and security risks, the successful Sole Proprietorship/ Agency/Firm/Company will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the CCA, Punjab Telecom Circle, Chandigarh within 2 days of being brought to their notice.

9. The service provider 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 the O/o CCA, Punjab Telecom Circle, Chandigarh, any breach thereof shall be deemed to be a breach of this contract

10. The person deployed shall be required to report for work at 09:00 hrs. and would leave at 17:30 hrs. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted. In case of repetition of such instances, clause 18 of Section I will be applicable.

11. The selected supplier 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 shall attract liquidated damages @ Rs.200 per day (per such case) on the service providing agency , besides deduction in payment on pro -rata basis.

12. The agency shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with the O/o CCA, Punjab Telecom Circle, Chandigarh so that optimal services of the persons deployed by the agency could be availed without any disruption.

13 Conduct :

13.1 The personnel employed by the contractor should be courteous and polite in behaviour towards all the officers/officials of O/o CCA, Punjab Telecom Circle, Chandigarh. The personnel will be bound to observe all instructions issued by O/o CCA, Punjab Telecom Circle, Chandigarh concerning general discipline and behaviour.

13.2 The contractor will ensure that the personnel employed are not loitering in the corridors chewing pan or smoking. The personnel shall not indulge in playing cards, consuming liquor or narcotics or indulging in gossip with any outsider while on duty within the premises of O/o CCA, Punjab Telecom Circle, Chandigarh.

13.3 The personnel should leave the office campus immediately after completion of their job on the office campus.

13.4. If any employee's work is not satisfactory, the matter will be reported to the contractor and the contractor shall not deploy such personnel in O/o CCA, Punjab Telecom Circle, Chandigarh

14. Theft :

The contractor shall be responsible for any theft of the items from the rooms or any other area of the office. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of CCA, Punjab Telecom Circle, Chandigarh authorities on this will be final and binding on the contractor.

15. Payments:

15.1 If for any reason work is done for only a part of the month, payment will be made on pro-rata basis for the number of days work has been performed assuming 30 days in a month. This is without prejudice to the penalty to be imposed for contractual defaults.

15.2. The Contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/ Acts

16. Deductions:

16.1 In case the contractor fails to execute/ perform the assigned works or a part thereof, CCA, Punjab Telecom Circle, Chandigarh shall be authorized to make suitable deductions as deemed fit by CCA, Punjab Telecom Circle, Chandigarh from the bills of the contractor and damages will be charged to the extent of loss.

16.2 In case of any unsatisfactory service deduction upto 10% of the amount due during the month will be imposed on the Contractor.

16.3 In case of late attendance/ absence during working hours/ loitering during working hours by any personnel, the CCA, Punjab Telecom Circle, Chandigarh reserves the right of reduction of any amount from the bills payable.

SECTION III

(B) SERVICES TO BE PROVIDED

Sr. No.	Services
1	<p>(a) Maintenance of computer Hardware/Software of this office.</p> <p>(b) Taking backup of data of all the software being used in this office on regular basis and maintain the same.</p> <p>(c) Taking back up of all the PCs and maintain the same.</p> <p>(d) Collect the data from all the sections related to CCA Punjab Website and upload the same in the website on monthly basis.</p> <p>(e) Maintenance of Broad Sheet of Loan and Advances.</p> <p>(f) Any other related work allotted by the controlling officer.</p>
2	<p>Data Entry work of Pension Contribution and Leave Salary Contribution:</p> <p>(a) Receiving and sorting of data/CD of PC and LSPC from all the SSA of BSNL.</p> <p>(b) Calculation of due amount of PC and LSPC of approx 7500 BSNL employees on monthly basis and comparison of the same with amount deposited by the BSNL.</p> <p>(c) Raising the objection of short paid amount, if any</p> <p>(d) Maintenance of data of BSNL employees transferred from one Circle to another.</p> <p>(e) Preparation and maintenance of Broadsheet of all the employees.</p> <p>(f) Bundling and storing of checked vouchers/CDs.</p> <p>(g) Any other related work allotted by the controlling officer.</p>
3	<p>Data entry work of Pension Audit:</p> <p>(a) Receiving and sorting of pension paid vouchers from all the post offices and banks.</p> <p>(b) Calculation of due amount of all 6500 pensioners and compare the same with drawn amount from the vouchers received from post offices and banks.</p> <p>(c) Raising objections of over and less payment of pension/family pension.</p> <p>(d) Drafting and issuing of letters to the concerned banks and post office.</p> <p>(e) Updating the data of existing pensioners on revision of pension and adding new data of newly retired pensioners/family pensioners.</p> <p>(f) Preparation of Pension Audit related reports.</p> <p>(g) Bundling and storing of checked vouchers</p> <p>(h) Any other related work allotted by the controlling officer.</p>
4	<p>Data Entry work for updation of Pensioners' Data for PVA software.</p> <p>(a) Regular updation of pensioners' data in a prescribed format (63 Column data) for pension voucher Audit software.</p> <p>(b) Updating of data in case of revision of pension/family pension</p> <p>(c) Updating of data of newly retired pensioners/family pensioners for the pension voucher Audit software.</p> <p>(d) Any other related work allotted by the controlling officer.</p>

**SECTION IV
TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

For Providing manpower for Data Entry Work in the Office of The Controller of Communication Accounts, Punjab Telecom Circle, Madhya Marg, Sector-27-A, Chandigarh.

1. Name of Sole Proprietorship/ Agency/Firm/Company: _____

2. Name of Director of Sole Proprietorship/ Agency/Firm/Company: _____

3. Full Address: _____

Telephone No. _____ (Mobile No.) _____

Fax No. _____ E-mail Add: _____

4. PAN No. _____

(Attach Self attested Scanned copy)

5. Whether copy of terms and conditions of the tender duly signed on each page are enclosed? _____ Yes/No

6. Details of Earnest money Deposited: DD No. _____

Dated _____ Amount Rs _____ Drawn Bank

_____.

Signature of authorized signatory

Date:

Name:

Place:

Seal:

**SECTION V
FINANCIAL BID
SCHEDULE OF RATES
Data Entry Work**

Sr. No.	Services		Rate in words	Rate in Figures
1	(a) Maintenance of computer Hardware/Software of this office. (b) Taking backup of data of all the software being used in this office on regular basis and maintain the same. (c) Taking back up of all the PCs and maintain the same. (d) Collect the data from all the sections related to CCA Punjab Website and upload the same in the website on monthly basis. (e) Maintenance of Broad Sheet of Loan and Advances. (f) Any other related work allotted by the controlling officer.	Rates as per the prevailing DC Rates of Chandigarh		
	Rate			
2	Data Entry work of Pension Contribution and Leave Salary Contribution: a) Receiving and sorting of data/CD of PC and LSPC from all the SSA of BSNL. (b) Calculation of due amount of PC and LSPC of approx 7000 BSNL employees on monthly basis and comparison of the same with amount deposited by the BSNL. (C) Raising the objection of short paid amount, if any (b) Maintenance of data of BSNL employees transferred from one Circle to another. (e) Preparation and maintenance of Broadsheet of all the employees. (f) Bundling and storing of checked vouchers/CDs. (g) Any other related work allotted by the controlling officer.			
	Rate			

3	<p>Data entry work of Pension Audit:</p> <p>(a) Receiving and sorting of pension paid vouchers from all the post offices and banks.</p> <p>(b) Calculation of due amount of all 6900 pensioners and compare the same with drawn amount from the vouchers received from post offices and banks.</p> <p>(C) Raising objections of over and less payment of pension/family pension.</p> <p>(d) Drafting and issuing of letters to the concerned banks and post office.</p> <p>(e) Updating the data of existing pensioners on revision of pension and adding new data of newly retired pensioners/family pensioners.</p> <p>(f) Preparation of Pension Audit related reports.</p> <p>(g) Bundling and storing of checked vouchers</p> <p>(h) Any other related work allotted by the controlling officer.</p>	Rates as per the prevailing DC Rates of Chandigarh		
	Rate			
4	<p>Data Entry work for updation of Pensioners' Data for PVA software.</p> <p>(a) Regular updation of pensioners' data in a prescribed format (63 Column data) for pension voucher Audit software.</p> <p>(b) Updating of data in case of revision of pension/family pension</p> <p>(c) Updating of data of newly retired pensioners/family pensioners for the pension voucher Audit software.</p> <p>(d) Any other related work allotted by the controlling officer.</p>			
	Rate			

Name of the Bidder:

Signature of the Bidder:

**SECTION VI
BID FORM**

Tender No.: CCA/Pb/ Tender/Data Entry Work/2017-2018/01

dated 12-05-2017

Dy. CCA (Admin)
O/o CCA Punjab Telecom Circle
Chandigarh

Dear Sir,

- (1). Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide manpower for Data Entry Work in conformity with the conditions of contract and specifications for the sum shown in the Schedule of prices attached herewith and made part of this bid.
- (2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamp etc. and agreement will be binding on us.
- (3) If our bid is accepted, we agree that, no request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by this office in respect of any previous work will be entertained for conversion as Performance security for the due performance of the contract.
- (4) We agree to abide by this Bid for a period of 90 days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (5) Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- (6) Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated thisDay of 2017

Signature of

In Capacity of

Duly authorized to sign the bid for and behalf of

Witness.....

Address

Signature

**SECTION VII
BID SECURITY BOND
(Format of Bank Guarantee for EMD)**

Whereas (hereinafter called "the Bidder") has submitted its bid dated to provide manpower for Data Entry Work in conformity with the conditions of contract and specifications Tender No. CCA/Pb/Tender/Data Entry Work/2017-2018/01 dated 12 -05--2017 Know all men by these Presents that We of having our registered office at (hereinafter called "the bank") are bound unto.....CCA Punjab Telecom Circle, Chandigarh, in the sum of Rs for which payment will and truly to be made the bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required, or
 - (b) fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

We undertake to pay to Sr. AO (cash) O/o CCA Punjab Telecom Circle, Madhya Marg, Sector-27-A, Chandigarh, the above said amount upon receipt of first written demand from the Sr. AO (Cash) O/o CCA Punjab Circle. The office does not have to substantiate its demand provided that in its demand Sr. AO (Cash) O/o CCA Punjab will note that the amount claimed by it is due to the occurrence of one or two or both conditions specified above.

This guarantee will remain in force as specified in clause 6.1 of Section I of the bid document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of Witness Name of Witness Address of Witness	Signature of Bank Name Signed in the Capacity of Full Address of Branch Tel. No. of Branch Fax No. of Branch
---	---

Signature of Bidder

DECLARATION

“I/We hereby declare that I/We have carefully gone through the terms & conditions of tender notice No. CCA/Pb/Tender/Data Entry Work/2017-2018/01 dated -12-05-2017 in detail and agree to the rates submitted by me/us in the Rate Sheet and I/We agree in full”.

- 1. Signature of the Party: _____
Full Name in Block Letters _____
Capacity in which the Tender is signed: _____

- 2. Full Address: _____

Telephone Number: Office _____
Res. _____

BIO DATA OF THE PARTY

1. Name & Address of Sole Proprietorship/Agency/Firm/Company : _____

Telephone Number (O) _____
(R) _____
2. Whether it is Proprietorship or Partnership _____
3. Full Name(s) of Proprietor or Partners _____
(Attested copies of partnership deed
should invariably be attached) _____
4. Permanent Account Number (Income Tax) _____
5. Sales Tax Registration Number of the Firm/Party _____
6. Reference Number of Tender Offer of the Firm/party _____

CERTIFICATE

I _____, S/o _____, R/o _____ hereby certify that none of my relative(s) as defined in Section- III Clause 5 of tender document is/are employed in CCA Punjab of DOT Punjab unit of DOT as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, CCA Punjab shall have the absolute right to take any action as deemed fit, without any prior information to me.

Signature _____
(For and on behalf of the contractor)

Name _____
Place _____
Date _____

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on CAO O/o CCA Punjab on or before date of bid opening)**

To,
CCA
Department of Telecom
Punjab Telecom Circle
Chandigarh

Sub: Authorization for attending bid opening on _____ (date) in the tender of

Following person is authorized to attend the bid opening for the tender mentioned above on behalf
of _____ (Bidder)

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

Maximum one representative will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorization as prescribed above is not received.

Annexure V

PERFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of Controller of Communication Accounts, DoT, Punjab (hereinafter called CCA Punjab) having agreed to exempt _____ (hereinafter called the said Service Provider(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 service provider 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 _____ service provider's do hereby undertake to pay to 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 CCA Punjab, by reason of any breach by the said service provider'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 CCA Punjab stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the CCA Punjab, reason of breach by the said service provider's of any of the terms & conditions contained in the said agreement or by reason of the service providers 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 CCA Punjab 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 CCA Punjab, any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any court or tribunal relating there to 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 Service Provider(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 one year from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the CCA Punjab under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till CCA Punjab certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) _____ further agree with the CCA Punjab that the CCA Punjab 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 contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the CCA Punjab, against the said service provider(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 service provider(s) or for any forbearance, and or any omission on the part of CCA Punjab, or any indulgence by the CCA Punjab, to the said service provider(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 service provider(s) /supplier(s).

7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the CCA Punjab.

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

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, Service Taxes and other mandatory charges regularly as per the existing rules without any fail.

Date:

Signature of the tenderer with seal

Place :

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 by the Office of Director General, NICF, Ghaziabad and
EMD shall be forfeited.

Date:

Signature of the tenderer with seal

Station :