

GURU RAVIDAS AYURVED UNIVERSITY PUNJAB VPO Kharkan, Una Road, Hoshiarpur (A State Govt. University, Approved by UGC) Phone No. 01882-282326, , email: registrargraupunjab@gmail.com Website:-www.graupunjab.org

## **Tender Notice**

Tenders for requirement of manpower services on outsourcing basis are invited from reputed Companies incorporated under the Companies Act, 1956 or the Partnership Act, 1932 or Proprietorship. Firms willing to participate in the tender may download the tender documents from the website of the university i.e. <u>www.graupunjab.org</u>. The tender document in all aspects must reach in the University office on or before 17/04/2025 at 5:00 P.M The tender documents received after due time/date will not be considered. The university will not be responsible for any postal delay.

Pre-bid queries be sent on registrargraupunjab@gmail.com by 03/04/2025 at 5:00 P.M.

For further addendum/corrigendum the bidders are requested to visit the above website regularly.

GRAU, Punjab reserves the right to accept or reject any bid or to annul the re-bidding process at any time, without incurring any liability and without assigning any reason thereof.

-sd-Registrar

# TENDER NOTICE FOR RATE CONTRACT FOR OUTSOURCING OF MAN POWER

Guru Ravidas Ayurved University, Punjab invites online tender from interested parties for Rate Contract for outsourcing of Class B, Class C and Class D category manpower for University at Hoshiarpur, Patiala, Mohali and Chandigarh working under the administrative control of Registrar, Guru Ravidas Ayurved University, Punjab as for requirement. The tender form and relevant details are available on website https://graupunjab.org

Registrar, Guru Ravidas Ayurved University, Punjab reserves the full right to cancel the tender without assigning any reason.

For corrigendum, addendums, clarifications, important dates, etc concerning the tender, the bidders are requested to visit the websites referred above on regular basis, no separate advertisement shall be published in newspaper.

Tender Notification Date:	28/03/2025
Requirement Cost of the tender document:-	Rate contract for outsourcing of Man power Rs.2000/- to be deposited payable in the form of Demand Draft issued by a nationalized/scheduled commercial bank, drawn in favour of " <b>Registrar</b> Guru Ravidas Ayurved University, Punjab payable at <b>Hoshiarpur</b> , <b>Punjab</b>
Earnest Money Deposit (EMD)	Rs.100000 /- (Rupees One Lacs Only).
Date of start of downloading of tender documents	28/03/2025 from the website of the Guru Ravidas Ayurved University i.e. https://graupunjab.org and no hardcopy of the same shall be issued by this office.
Pre Bid Queries	Pre-bid queries be sent on <u>registrargraupunjab@gmail.com</u> by 03/04/2025 at 5:00 P.M.
Last date & time for submissions of bids	17/04/2025 up to 5:00 P.M.
Date, time and venue for opening of the Technical Bids	21/04/2025 at 2:00 PM. in GURU RAVIDAS AYURVED UNIVERSITY, PUNJAB.
Date, time and venue for opening of the Price Bids	21/04/2025 at 3:00 PM. in GURU RAVIDAS AYURVED UNIVERSITY, PUNJAB.
Who can be contacted for obtaining more information about the tender.	Registrar, Guru Ravidas Ayurved University, Punjab, VPO- Kharkan, Una Road, Hoshiarpur - 146001 Phone No. 01882282326 E-mail: <u>registrargraupunjab@gmail.com</u> (on all working days from 9.00 a.m. to 5.00 pm)

# **Important Note:-**

- 1. In case the due date for opening of tender happens to be a holiday, then tenders would be opened on the next working day at the same time.
- 2. For any clarification about the tendering, the Bidders/agencies may contact on university numbers 01882-282326. In case of any difficulty regarding tender, the bidder may get clarification well in time. No last minute request for extension in the date and time of opening of tender on this account will be entertained.
- 3. The prospective bidders are requested to be extra cautious in filling the tender and to get in touch with this office in case of any difficulty. Once the tender is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.
- 4. Any query regarding any clause in the tender document, please attend the pre-bid meeting.

#### **INSTRUCTIONS TO THE TENDERER**

- 1. The bidder may download the Tender document from the University website https://graupunjab.org. Please fill all the relevant blanks and sign on all the pages of the annexures along with a stamp/seal.
- 2. Tender Fee of Rs.2000/- (non-refundable) may be deposited payable in the form of Demand Draft issued by a nationalized/scheduled commercial bank, drawn in favour of "Registrar Guru Ravidas Ayurved University, Punjab payable at Hoshiarpur, Punjab

Or

The fees can be deposited through online mode in the following Account number; the receipt of the same must be attached with the tender document:

Name of Bank : Canara Bank Account Number : 2719101018031 IFSC : CNRB0002719

3. Refundable Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One lacs Only) may be deposited payable in the form of Demand Draft issued by a nationalized/scheduled commercial bank, drawn in favour of "Registrar Guru Ravidas Ayurved University, Punjab payable at Hoshiarpur, Punjab. No interest will be paid on the EMD.

Or

The fees can be deposited through online mode in the following Account Number, the receipt of the same must be attached with the tender document

Name of Bank : Canara Bank Account Number : 2719101018031 IFSC : CNRB0002719

- 4. The tender document fee/EMD will not be accepted through any other mode than the specified above.
- 5. The tender without earnest money or short of it or not in the form specified above will not be entertained and shall be ignored straightway.
- 6. Registrar, Guru Ravidas Ayurved University, Punjab reserves all rights to accept or reject the tender without assigning any reason and also to impose/relax any terms and conditions of the tender.
- 7. The Civil Courts at Hoshiarpur shall have the exclusive jurisdiction to try all disputes if any, arising out of this agreement between the parties.

### Terms and Conditions of the Tender

- 1. Eligibility:-The bidders should fulfil the following requirements.
  - a. The bidder can be a partnership firm, trust, Society, Limited Company or a Private Limited Company.
  - b. The bidder should have requisite capacity and competence to provide services as mentioned. The bidder should not have declared blacklisted by any Govt., Semi Govt. Deptt. The bidder should not have dispute/litigation of any type from employee or any of its clients for no/less payment made in ESI/PF account of employees, especially Section7A Proceedings under Employees Provident Fund & Miscellaneous Provisions Act 1952. The bidder should not be declared by media/or any governmental agency for its involvement in corrupt/fraudulent financial practices related to forging any kind of Certification, Challans, Banking documents, and Statutory (ESI/PF/GST) etc. An affidavit to that effect on Non-Judicial stamp paper of Rs. 100/- duly notarized should be enclosed with the Technical Bid .Same information could also be shared with ESI/PF and GST department if required. False declaration shall lead to rejection of bid at any stage and criminal proceeding may also be initiated against the defaulter as per law.
  - c. The bidder should have minimum five years' experience of providing services of Manpower (Class B, Class C and Class D) to Government/Ministry/Department/PSU/ Board/Corporations having not less than 200 employees on its payroll before the date of bidding.
  - d. The bidder should have minimum 5 Crore average annual turnovers for the last three years.
  - e. The outsourcing service provider should have satisfactorily executed contract for providing Manpower Services to at least 5 (Five) organizations during last 5 year. Out of which 2(two) Central/State Government Departments/Public Sector Undertakings providing atleast 150 employees in each organization.

As per instructions of Ministry of Finance, GOI issued vide letter no. 29(1)/2014-PPD dated 28.01.2014 (Annexure-V), ''If a firm quotes 'Nil' charges/ consideration, the bid shall be treated as unresponsive and will not be considered. Further, maximum service charges paid to the service provider/ contractor shall in no case be more than  $2\frac{1}{2}$ % of the amount of contract as per the instructions of Finance Department, Govt. of Punjab issued vide letter no. 7/74/2018-1FP1/1539232/1 dated 01-08-2019.

- 2. During the period of contract, the manpower to be provided by the Agency shall protect our Materials, Equipments and Property/premises etc and the agency will make good for any loss caused to the Institutions due to the negligence of its employees.
- Bid: Bid should be quoted for Administrative/service charge in percentage and should be below 2 <sup>1</sup>/<sub>2</sub>%. The bid quoted above 2<sup>1</sup>/<sub>2</sub> % will be straightway rejected. Bid should be quoted only in Performa as per sheet attached.

- **4.** PRICE / CERTIFICATE: The tenderer must certify that the bid quoted by them is not higher than those quoted to other Government Department in the State of Punjab.
- **5.** Validity of Offer: Validity of offer should be 120 days from the date of opening of tender.
- **6.** The Financial Offer Documents must be signed by bidder. Any offer, if found signed by another person shall be straightway rejected.
- 7. Please note that tenderer should not quote the rates in the Technical Bid. Rates should only be quoted in the Financial Bid, failing which their offers will be rejected straightway.
- **8.** Financial Bid will only be opened in case of those bidders who meet all the technical specifications / requirements and terms and conditions of the Technical Offer.
- 9. All relevant rules mentioned in the PFR are also applicable.
- **10.** The Provider Agency shall be required to deposit Security within 7 days from the issue of allotment letter amounting Rs.20.00 lac in the form of Fixed Deposit Receipt or Term Deposit Receipt or Bank Guarantee from any of the Commercial Banks in an acceptable form drawn in the name of the Registrar, Guru Ravidas Ayurved University, Punjab payable at Hoshiarpur, which shall remain valid for six months beyond the total period of contract. The security deposit shall be released only after the expiry of the contract on the receipt of No Due Certificates from all the Institutions in respect of the service provider after ascertaining that the due EPF/ESI of all manpower hired/deployed by the service provider has been deposited with the concerned authorities which may be also got clarified by the competent authority at his discretion.
- **11.** The rate contract will be for a period of 2 years from the date of agreement which can be extended for a period of another one year subject to satisfactory performance of service and compliance of all terms and conditions of agreement & mutual consent of both the parties and at the discretion of the Registrar. In case of extension in the contract period, the bank guarantee/ TDR / FDR will be extended accordingly.

Provided that the University shall be open for negotiation of rates with the  $2^{nd}$  and  $3^{rd}$  firm (L-2 & L-3) to bring them at par with the lowest offer in order to prepare a panel of firms as an alternate and standby arrangement parallel to the first.

Provided further that it shall be open for the department to allot the full or a part of such contract to the next firms out of the panel available with it at any time in the event of non-compliance or breach of any of the terms and conditions of this contract by the working contractor(s) or otherwise if it is deemed fit to do so in the public interest in order to ensure the effective supply/supervision of these services by more than one contractor even after the award of contract.

- 12. Agreement/contract would come into force within 7 days after the issue of letter of allotment by the University. In case the performance of the agency is not found to be satisfactory as per parameters of the contract or is not in conformity with the terms & conditions of the agreement, the contract may be terminated. In the event of premature termination of the contract for the reasons mentioned herein above, the entire security deposit shall be forfeited. In case the contract is not extended beyond 2 years before its expiry, it will automatically stand terminated on the expiry of the contract period without any prior notice. In case the contract is terminated the contractor shall have no claim against the University in this regard. After termination , the University shall be at liberty to enter into contract with another agency following due procedure.
- 13. The bidding agency should not have any previous record of pre-mature termination of contract with any Department/ PSU/ Board/Corporation/ Govt. Organization/University for non-compliance of statutory requirements or for non-performance. Also the bidding agency should provide the information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute.
- 14. If any dispute or differences of any kind whatsoever arise between the University and the contractor in connection with or arising out of this contract whether before its commencement or during the progress of Project work or after the completion / termination/ abandonment or breach of the contract, the dispute shall be referred to the arbitration in accordance with the Indian Arbitration and conciliation Act, 1996 or any statutory modification or enactment thereof for the time being in force. The University. will appoint arbitrator for deciding the dispute. The reference to arbitrator shall be made by the aggrieved party within 3 months from the date of dispute. The arbitration will be held in Punjab, India and will be conducted in English Language.
- **15.** The Provider Agency shall obtain, at its own cost, insurance cover for all the employees and also shall be mandated to comply with the provisions of the Workmen Compensation Act, 1923 so as to provide the benefits due to the manpower under this Act in the event of their death or disablement while in service.
- 16. The Provider Agency must have registration with the Labour Department, valid EPF account and ESI registration to be eligible for the contract. It will be the responsibility of the Provider Agency to follow/comply with all the legal provisions under relevant labour laws and enactments. The Security provider shall ensure deposit of Provident fund,

ESI/Group Insurance, Labour Welfare Fund and any other statutory payment/taxes as applicable and revised from time to time which will be reimbursed to the Provider agency only after submission of the evidence regarding the deposit of same for the previous month.

- 17. The persons to be engaged on the work should not be below the age of 18 years and should be physically fit. Guru Ravidas Ayurved University, Punjab will not provide any transport, canteen, medical facility which shall be the sole responsibility of the Agency. Similarly, no housing accommodation to the manpower deployed by the Agency will be provided by Guru Ravidas Ayurved University, Punjab.
- **18.** The Provider Agency should have the required license under the Contract Labour (Regulation and Abolition) Act, 1970 and submit a copy of the same.
- **19.** EPF and ESI of the employees deployed with Guru Ravidas Ayurved University, Punjab shall be deposited by the Provider Agency with the concerned Authorities on a monthly basis and the challan(s) duly verified by the concerned Authorities along with the name of employees shall be submitted to University at the time of reimbursement of the wage bill of the subsequent month. The details of Bank accounts of all the Employees deployed by the Provider Agency for University shall also be submitted every month and the Provider Agency shall be solely responsible for the civil/criminal liabilities or other penalties for non-compliance of all such statutory obligations.
- **20.** The Employees provided by the Service provider will be the employees of the Agency only for all intents and purposes. The persons so deployed shall be under the overall control and supervision of the Provider Agency. The Provider Agency shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of the peace and protection of persons and property of the University.
- **21.** The Provider Agency shall pay minimum wages to the Employees and Armed Employees as prescribed by the Punjab Government for unskilled and semi-skilled categories respectively from time to time during the period of Contract. Whenever minimum wages are revised by the Govt., the charges (wherever applicable) shall be proportionately increased/ revised.
- 22. That in the event of the termination of the contract, the Registrar, Guru Ravidas Ayurved University shall have the right to forfeit/revoke the entire or part of the amount of security deposited by the Provider Agency or to apportion the security deposit or any part thereof in or towards the dissatisfaction of any sum due to be claimed for any claim losses, charges, expense or damages cost of that may be suffered or incurred by the

University. The decision of the Head of the concerned institution in respect of such damages, losses, charges, costs or expenses shall be final and binding on the Provider Agency.

**23.** Deficiency in service/Disobedience by staff:- In case of any deficiency in services or disobedience by the person deployed by the contractor, the department shall be at liberty to impose a penalty as may be deemed fit up to Rs 5000/- for each such lapse (along with the warning letter to the contractor) after giving him an opportunity of being heard in person. The decision of the University shall be final and binding on the contractor. The University shall have further right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the contractor under this contract or out of the performance guarantee of the contractor. After three consecutive penalties, the contract will be terminated.

Provided that if the staff is not in proper uniform all the time with their identity card properly displayed, a penalty @ Rs 50/- per day per person will be charged from the contractor.

- **1.** Tenderers imposing their own conditions other than specified in the Tender document, the tender would be liable for rejection.
- 2. The University reserves the right to reject any or all tender(s) without assigning any reason and to relax/waive any terms or conditions in exceptional circumstances.

## Terms and Conditions for the Successful Bidder

- 1. The successful bidder shall also have to execute an agreement (a deed on the format to be provided by the University) with the Registrar, Guru Ravidas Ayurved University, PUNJAB on a non-judicial stamp paper of the appropriate value at his own cost within 7 days from the date of issue of allotment letter/award failing which he would attract a penalty of Rs. 500/- per day and if the delay is more than 15 days the allotment of work is liable to be cancelled and the University shall be at liberty to forfeit the earnest money and security amount and proceed to appoint another agency as it may deem fit.
- 2. The successful bidder must have an independent code for EPF and ESI. A self attested copy of the same shall be submitted by him in the office of Registrar, Guru Ravidas Ayurved University, Punjab within 7 days from the date when he has been informed of his being the successful bidder.
- 3. Subletting of contract after allotment is not allowed under any circumstances. Thus, the contractor shall not appoint any sub-agency to carry out any of the obligation under the contract.
- 4. The contractor is required to commence his work within 10 days after the issue of the allotment letter. The penalty for non commencement of work will be 1 percent per day of the monthly value of the contract up to 10 days and thereafter the contract will be terminated.
- 5. The contractor shall have proper standards and procedures for recruitment of its personnel to be deployed at Guru Ravidas Ayurved University, VPO: Kharkan and its institutes.
- 6. The contractor shall ensure that before deploying his personnel he has verified their antecedents and will provide to the concerned institute, a complete record of all the personnel deployed.
- 7. The personnel deployed by the contractor will be the employees of the contractor and nothing shall be held against the Guru Ravidas Ayurved University, Punjab on account of their employment or non-employment and such personnel employed by the contractor shall have no right whatsoever to claim employment from the Guru Ravidas Ayurved University, Punjab.
- 8. The manpower will be provided by the contractor to the University as per the demand. The duties of the manpower/employees will be decided by the University.
- 9. The contractor shall be responsible for the good conduct and behaviour of its personnel. If any employee of the contractor is found misbehaving, disorderly conduct or any unlawful act engaged in anti-departmental activity, contractor shall immediately remove such worker.
- 10. The contractor shall, either himself or through the Work Supervisor, check and supervise the work and conduct of the personnel deployed by him in institutions under the University. The records of the same should be maintained by him or his nominee and shortcomings, if any, pointed out by the head of the institute should be immediately rectified.
- 11. The University shall also have the right to periodically check the work done by the personnel deployed by him in terms of work output, quality of work and time frame through the official duly authorized by the University.
- 12. That the Employee deployed by the contractor shall be removed immediately if the University considers that such removal is necessary on any ground including mischief and misconduct. The contractor shall also remove any personnel who may be found to be of doubtful character and shall replace him immediately as per Prevalent Punjab Labour laws.

- 13. The employee deployed by the contractor shall have no claim for permanent employment in the University or any other claim regarding their service matter.
- 14. The contractor shall maintain a compliant book to be kept with the Office In-charge.
- 15. The contractor shall comply and raise invoice with all the statutory requirements existing or as may be promulgated from time to time, namely the Payment of Minimum Wages Act, Provident Fund Act, Employees State Insurance Scheme, Family Pension Fund Act, Shops & Establishments Act, Contract Labour Act, etc., whichever is applicable.
- 16. The Contractor shall be responsible, accountable, answerable and explainable, as the case may be, for any violation of such Acts provided he has been given all the dues/ payments in this connection. Further the contractor shall not involve the Department/Head of the institute in any such violation, in any manner whatsoever, and in case of any violation of any law the contractor shall be solely responsible.
- 17. The head of the University or any other officer so authorized shall be at liberty to carry out the surprise check on the working of the persons so deployed by the contractor in order to ensure that the required number of persons is deployed and that they are doing their duties properly. In case, any person so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful act or disorderly conduct, the contractor shall take suitable action against such employee. In case of any complaint/defect pointed out by the institution authority, the contractor shall immediately replace the particular person so deployed.
- 18. The contractor hereby agrees to indemnify the University Completely for any liability coming upon the Guru Ravidas Ayurved University, Punjab due to violation of any law(s) by the contractor which has been paid to him and not deposited to the statutory authorities.
- 19. The contractor shall ensure that all the employees deployed by him should have their login IDs to access their data such as pay slips/PF/ESI account, etc.
- 20. In the event of loss/damage of equipments etc, or any other loss to the institute due to negligence/carelessness of contractor's staff, if established after an enquiry, then the contractor shall compensate the loss to the institute. The contractor's or its representative(s) shall meet institute representative(s) regularly to take feedback regarding the Staff.
- 21. The contractor shall ensure that their Staff are equipped with mobile phones and are available round the clock.
- 22. The contractor shall ensure that before deploying his personnel he has verified their antecedents and will provide to the concerned institute, a complete record of all the personnel deployed.
- 23. The personnel deployed by the contractor will be the employees of the contractor and nothing shall be held against the GRAU, on account of their employment or non-employment and such personnel employed by the contractor shall have no right whatsoever to claim employment from Guru Ravidas Ayurved University.
- 24. The service provider shall be responsible for all while on duty injury and accidents to persons deployed by him. The service provider shall, either himself or through the work supervisor, check and supervise the work and conduct of the personnel deployed by him in institutions under the University. The records of the same should be maintained by him or his nominee and shortcomings, if any, pointed by the head of the institute should be immediately rectified.

## Terms and Conditions related to bill of payment to be raised by Contractors

- 1. The Provider Agency will have to provide individual detail of salary in respect of all the employee every month, separately.
- 2. The payment shall be made to the contractor for the actual number of days person is deployed and amount consisting of ESI, PF.
- 3. The monthly salary to the employee shall be paid by the contractor through account payees' cheque / E-Banking/RTGS/NEFT only.
- 4. That the contractor shall pay wages to the workers according to labour rates /Minimum wages etc. as per rules.
- 5. A copy of attendance/muster rolls, duly signed by the contractor or his nominee and verified by the authorized official of the concerned institute, should be attached with the bill.
- 6. A detailed sheet, duly signed by the contractor, indicating the total number of employees deployed during the month, name of each worker, the employee code, EPF number, ESI number, monthly wage as per applicable labour rate notified by State Govt., number of days the Employee has worked, monthly minimum wage amount, Employer's EPF share, Employer's ESI share, EPF deduction, ESI deduction, carry home salary must be attached by the contractor with each monthly bill as per Performa provided herein.
- 7. A detailed sheet, duly signed by the contractor, indicating the EPF and ESI amount to be deposited by the contractor in respect of each Employee must be attached by the contractor with each monthly bill.
- 8. The acquaintance roll, duly signed by the contractor, drawn for the payment of wages to the Employee must be attached by the contractor with each monthly bill.
- 9. The contractor would issue pay slips to all the employees deployed by him in University. The salary slip must contain all the details as indicated in the performa provided herein.
- 10. Copies of salary slips, duly signed by the contractor, to be issued to the entire Employee deployed in University, must be attached by the contractor with each monthly bill. Copy of bank challans, duly signed by the contractor, in support of having deposited the amount of EPF, ESI, EDLI, GST etc. with the concerned department for the preceding month shall also be attached with the bill along with monthly EPF statements issued by the Regional Fund Commissioner in respect of each Employee, duly attested by the contractor, must be attached by the contractor with each monthly bill.
- 11. Procedure for release of payment:

The Agency shall credit the amount of salary in the bank accounts of support services on the 3rd working day of each month and submit the invoice to GRAU, Punjab before the 5th working day of each month for reimbursement. The payment for statutory dues i.e. ESI, EPF, GST, etc, shall be released on the submission of the Payment Deposit Challans by the Agency to the GRAU, Punjab i.e. after the said amount has been deposited with the designated authorities.

## Terms of payment to be made by Institute to the contractor

- 1. The contractor, being the legal employer in relation to persons engaged/deployed by him in the University shall alone be responsible to provide the Service/Activities under this Agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the prevailing minimum wages rates along with all other statuary dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, etc. to the workers deployed by him. The contractor shall also have to observe compliance of all relevant Labour Laws as applicable namely, Payment of WagesAct,19 36, Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds (EPF) Act,1952, Employee State Insurance Act,1948, Employees Deposit Link Insurance (EDLI), Maternity Leave Act, 1961, etc. as applicable and as amended from time to time and/or any other rule framed here under from time to time by the Central or State Government and/or any authority constituted by or under any Law, for the category of persons deployed by him.
- 2. All the payments to the contractor shall be made by the University after deducting Income Tax at source wherever applicable as per the provisions of the Income Tax Act, 1961 and any other deduction as per the provisions of GST Act.
- 3. The contractor shall raise the monthly wage bill latest by the 4th day of every calendar month. The details as stated in condition of Annexure II(b) must be attached with every monthly bill raised by the contractor.
- 4. The contractor shall ensure that the work assigned by the concerned institute is done by the deputed persons to the entire satisfaction of the concerned institute as per the terms and conditions of this agreement failing which no payment will be made.
- 5. The monthly payment shall be released on the basis of actual number of workers deployed by the contractor in the concerned institute.
- 6. Any payment required to be made by the contractor to its personnel, in compliance with any of the laws of the land, shall be the sole responsibility of contractor. This would include specific responsibility with regard to the provision of the minimum wage act and/ or any other law, which may be applicable in the instant case.
- 7. The Agency shall submit the split up of the contents of the bill in the shape of salary paid, EPF, ESI, Weekly rest, Service charges applicable on salary and GST thereon.
- 8. The Agency shall credit the amount of salary in the bank accounts of Support Services on the 1st working day of each month and submit the invoice to Guru Ravidas Ayurved University, Punjab before the 3rd day of each month for reimbursement. The payment for statutory dues i.e. ESI, EPF, GST, etc. shall be released on the submission of the Payment Deposit Challans by the Agency to the Guru Ravidas Ayurved University, Punjab i.e. after the said amount has been deposited with the designated authorities. The University will scrutinize the bill and if any discrepancy is found in the bill, the same will be intimated to the contractor and the contract or after removing the discrepancies shall again submit the bill to the University. Since it is a time consuming process, therefore, the contractor shall ensure that wages to the employees deployed by him are paid by him from his own resources. However, before disbursing the payment the contractor should get the Acquaintance Roll along with details of cheques verified by the University.

## Terms for payment of wages to be made to the workers by the contractor

- 1. The contractor shall transfer wages to the persons so deployed by him through the Bank. The workers deployed by the contractor in shall also open their individual accounts in the Bank for the purpose of disbursement of salary through cheque/electronic transaction/transmission.
- 2. He shall be required to provided all the details as stated in condition of Annexure II(b) along with the monthly wage bill raised by him. The contractor shall ensure that the salary cheques issued by him are not dishonoured under any circumstances in which case liability shall solely be of the contractor. The responsibility for issuance of monthly and annual statement of EPF deposits and ESI cards to the persons deployed solely lies with the contractor.
- 3. The contract price shall be all inclusive and nothing extra shall be payable over and above the accepted contract price in respect of the scope of work. However, if the prescribed minimum wages (prevailing labour rates) are revised by the Labour Commissioner, Punjab, the contractor shall revise the wages of the personnel accordingly. The difference in the revised and unrevised minimum wages shall be reimbursed to the contract subject to the production of proof of disbursement of revised wages.

{Annexure II(e)}

## Accounts and records to be maintained by the contractor

- 1. The contractor shall be required to maintain all mandatory (in the manner prescribed as per law) records with regard to the operation of the contract under his agreement.
- 2. The contractor shall be required to produce all the original record such as Muster Rolls, Ledger, etc., to the Accounts cell/Internal Audit Cell working under the control of Concerned institute, when so demanded by the concerned institute.
- 3. The contractor shall have to comply with the applicable provisions of all labour welfare legislation and more particularly with the Contract Labour (Regulation and Abolition)Act,1970 and Rules framed there under from time to time, for carrying out the provisions of this agreement. He shall further observe and comply with all the instructions issued by the Government concerning employment of persons deployed by him and shall alone be responsible to pay monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Maternity Leave, etc. to such employees, which in any case shall not be less than the Minimum Wages(Labour Rates) as fixed or prescribed under the Wages Act1936,Minimum Wages Act,1948 (Act XI of1948), Contract Employee (Regulation & Abolition)Act,1970and rules framed there under from time to time or by the Central or State Government and/or any authority constituted by or under any law for the category of persons deployed by him.
- 4. The contractor shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the contractor is fully responsible to ascertain and understand the applicability of various Acts and take necessary action to comply with the requirement so flaw.

- 5. The responsibility for issuance of monthly and annual statement of EPF deposits and ESI cards to the persons deployed solely lies with the contractor.
- 6. Any violation of the provisions of the prevailing labour rates shall render the contract liable for termination .The University shall also proceed against the defaulting contractor as per the provisions of the relevant laws. Nothing extra shall be payable over and above the accepted Service Charges in respect of the scope of work. However, if the prescribed minimum wages (prevailing labour rates) are revised by the Office In charge the contractor shall revise the wages of the personnel accordingly. The difference in the revised and unrevised minimum wages shall be reimbursed to the contractor subject to the production of proof of disbursement of revised wages.

# **Technical Bid**

## **Technical Eligibility and documents required:-**

- 1. The bidder should have minimum average annual turnover of Rs. 5 Crore (Rupees Five Crore Only) during the last 3 financial years. Turnover certificate from Chartered Accountant should be submitted.
- 2. Copies of letters of having satisfactorily executed the assignment as per **Eligibility Criteria**) are to be attached.
- 3. Copy of the audited accounts and income tax returns for the last 3 financial years i.e. 2021-22. 2022-23 & 2023-24.
- 4. Solvency certificate of an amount not less than Rs 50 Lacs (Rupees fifty lacs only) only issued by any of the commercial/Nationalized Bank.
- 5. Bidder shall give an undertaking in the prescribed format as per Eligibility Criteria (Annexure II).
- 6. Experience Certificate as per Eligibility Criteria (Annexure II).
- 7. Detailed Information as per **Conditions** (Annexure **II**)
- 8. In addition to this, following documents are to be uploaded with Technical Bid:
  - i) Each page of tender document signed by the bidder with stamp of the organization.
  - ii) Details of registration a partnership firm, trust, Society, Limited Company or a Private Limited Company as the case may be.
  - iii) Valid Labour license issued by Govt.
  - iv) Valid EPF, ESI, EDLI Code number
  - v) PAN No. and TAN No.
  - vi) Undertaking for validity of offer as per Condition of tender.
  - vii) Copy of Certificate of Registration for GST
- 9. Any other document as per Tender's terms and conditions.

## ANNEXURE-IV

#### **Price Bid**

- Tenders are invited for rate contract of outsourcing services for Two years as per detail given below. The bidders can offer their minimum rates as per terms & conditions in the tender documents.
- 2. As per the Department of Finance, Govt. of Punjab, instructions vide letter dated 1/8/2019, the Govt. has decided that maximum service charges paid to the service provider/contractor shall in no case be more than 2 ½ % of the amount of contract. The bidder should not quote the bid higher than 2 ½ %, otherwise the bid will be rejected straightway.
- 3. The rates once quoted for the Administrative/ Service Charges will remain valid/ unchanged for the period of contract.
- 4. The L-1 will be selected on least percentage basis.
- 5. Rates duly certified must be submitted in Financial Bid.
- 6. The offer should be legibly typed.

Sr. No.	Particulars	Price Bid (Administrative/ Service Charge) in % and should be ≤ 2 ½% percent of the billing amount, GST Extra as applicable
1.	Class – B	
2.	Class – C	
3.	Class – D	

# CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

Sr. No	Description		Page No.
1.	Tender Fee of <b>Rs. 2000/-</b>	Yes/No	
2.	Earnest Money of Rs. 1,00,000/- through DD	Yes/No	
3.	Signed tender document Attached	Yes/No	
4.	Whether an undertaking regarding Non-Black listing Attached.	Yes/No	
5.	Whether an undertaking regarding Price certificate Attached.	Yes/No	
6.	Signed Price Bid in the prescribed format (Annexure – IV) Attached.	Yes/No	
7.	Undertaking for validity of offer Attached.	Yes/No	
8.	Copy of Certificate of registration as a firm, company, society or trust, as the case may be Attached.	Yes/No	
9.	A certificate from C.A. regarding Annual/Average Turnover Attached.	Yes/No	
10.	Documents as per Annexure II Attached.	Yes/No	
11.	Solvency certificate Attached.	Yes/No	
12.	Copy of Labour license, GST Number, TAN, PAN, EPF, ESI EDLI Code, Attached.	Yes/No	
13.	Audited accounts and income tax returns Attached.	Yes/No	
14.	Certificate regarding previous record of pre mature termination of contract as per condition of Annexure II Attached.	Yes/No	
15.	APPENDIX 1: FORWARDING LETTER	Yes/No	
16.	APPENDIX 2: GENERAL INFORMATION OF BIDDER	Yes/No	
17.	APPENDIX 3: FINANCIAL CAPABILITY STATEMENT	Yes/No	
18.	APPENDIX4:PERFORMANCE S	Yes/No	
19.	APPENDIX 5: NON BLACKLISTING CERTIFICATE	Yes/No	
20.	APPENDIX 6: FORMAT OF POWER OF ATTORNEY IN FAVOUROF AUTHORIZING BIDDER' S SIGNATORY	Yes/No	
21.	APPENDIX 7: UNDERTAKING regarding NO BREACH OF CONTRACT	Yes/No	
22.	APPENDIX 8: UNDERTAKING regarding bidder not debarred/blacklisted/deregistered	Yes/No	
23.	APPENDIX 9: UNDERTAKING FOR INFORMATION FURNISHED	Yes/No	
24.	APPENDIX 10: UNDERTAKING FOR NO DEFAULT RELATED TO STATUTORY PAYMENTS	Yes/No	

25.	APPENDIX 11: UNDERTAKING REGARDING OPENING AN OFFICE IN TRICITY	Yes/No	
26.	APPENDIX 12: An Indemnity Bond	Yes/No	
27.	APPENDIX 13: BANK GUARANTEE FOR PERFORMANCE GUARANTEE/SECURITY	Yes/No	

Note: Non compliance to any of the above conditions will render the offer/ tender to be rejected out-rightly and Price bid of the firm will not be opened.

Place:\_\_\_\_\_

Signature of Tenderer:\_\_\_\_\_

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

Full name of the Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

# **Appendix 1: Forwarding Letter**

{On Bidder's letterhead}

То

Registrar, Guru Ravidas Ayurved University, Punjab

Subject: Submission of Bid for selection of agency for providing various manpower.

Sir,

We are pleased to make our submission for the captioned RFP. The following documents are submitted towards the same.

Technical Bid Comprising of followings.

- a) Envelope I: EMD/Bid security
- b) Envelope II: Eligibility and Qualification documents
- c) Envelope III : Financial Bid

A. We have submitted the Financial Bid online as per the prescribed format.

We are aware of the rights of the Registrar, Guru Ravidas Ayurved University, Punjab to accept or reject any/all proposals without assigning any reason and upon rejection of proposal; I shall not be entitled to any right related to the GRAU, Punjab.

Our offer/Bid is subject to all terms and conditions contained in the tender document.

We have thoroughly read and understood all the terms and conditions of this Tender and we promise to observe and abide by all the terms and conditions of this Tender.

Thanking you (Signature and name of Authorized Representative) For (Name and seal of Proposer Company/firm)

# **Appendix 2: General Information of Bidder**

Particulars	To be filled by Agency
Name of Firm	
Head office address:	
Local address:	
Phone Nos of the firm:	
Fax:	
Contact Person Name:	
Telephone:	
E-mail:	
Website:	
E-mail:	
Place for	
incorporation/registration:	
Year of incorporation/	
Any other information	
	Name of FirmHead office address:Local address:Local address:Phone Nos of the firm:Fax:Contact Person Name:Telephone:E-mail:Website:E-mail:Place for incorporation/registration:Year of incorporation/ registration:

1. Bidders are requested to complete the information in this form.

- 2. A Power of Attorney authorising the signatory
- 3. Applicants shall submit the following information:
  - a. Legal Status
  - b. Place of Registration
  - c. Principal business and place for business
- 4. Copy of the Registration of the Proposer (Certificate of Incorporation, Partnership Deed, GST Registration copy (to be attached separately)
- 5. Attach Brochure of Firm

# **Appendix 3: Financial Capability Statement**

# {On Statutory Auditor' s/Registered Chartered Accountant' s letterhead}

I \_\_\_\_\_\_\_ hereby declare that I have scrutinized and audited the financial statement of M/s\_\_\_\_\_\_. Following is the audited turnover of the firm from activities related to supply of manpower in any of the three financial years during last five financial years ending on 2023-24.

Years	Turnover (Rs. Crore)
2021-22	
2022-23	
2023-24	

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

*Note: Please attach audited annual report including balance sheets and profit andloss statements* 

# Appendix 4: Performance Statement/Client' s Certificate {On Bidder' s letterhead}

I hereby declare that our company/firm has experience of operation of following projects through contractual rights.

Sr No	Name of the Eligible Project	Start Year	No. of employees on payroll	Amount of Annual service fee received (Rs.Cr)	Supporting evidences* Client's Certificate
1.					
2.					
3.					
4.					
5.					

- \* (i) The Client Certificate must indicate the quality of the services along with the amount of annual service fee paid, has to be attached herewith.
- (ii) List of Govt. Departments/ Statutory Bodies/ PSUs, where the Agency is providing services along with their complete addresses, contact name and contact no./ e-mail may please be attached. A certificate from the concerned organization must be attached as a proof for good performance record of the Agency.
- Note : Eligible projects means the projects in which the bidder had provided the services of supply of manpower. The services is the total fee received by the bidders i.e. including Basic salary of employment, statutory payment like ESI,EPF, GST and management charges/Administrative charges.

(Signature and name of Authorized Representative)

(Signed and Sealed by

the statutory auditor/Registered Chartered Accountant)

# **Appendix 5: Non Blacklisting Certificate**

(On a Stamp Paper of relevant value)

# **Non-Blacklisting Affidavit**

I M/s \_\_\_\_\_(Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ director/s are not barred by Government of Punjab (GoP) / any other entity of GoP or blacklisted by any state government or central government / department

/ Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the\_\_\_- (Bid submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this\_\_\_\_\_Day of \_\_\_\_, 2025.

Name of the Bidder Signature of the Authorized person Name of the Authorized Person

# Appendix 6: Format of power of attorney in favour of Authorizing

## **Bidder'** sSignatory

### [On appropriate Stamp Paper]

<b>KNOW ALL MEN BY THESE PRESENTS</b> , We, the firm and address of the registered office) do h constitute, nominate, appoint authorize Mr/	<b>`</b>
(Name), son/daughter/wife of presently residing at	and , who
is presently employed with the (firm/company name) and holdi of	ng the position

, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for ' Selection of Agency or Service provider for providing various manpower' to Guru Ravidas Ayurved University Punjab proposed by the GRAU, PUNJAB including but not limited to signing and submission of our Bid and other documents and writings, participate in the Pre- Bid Meeting and providing information/responses to the GRAU, PUNJAB, representing us in all matters before the GRAU, PUNJAB, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our Bid, and generally dealing with the GRAU, PUNJAB in all matters in connection withor relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the execution of the Contract for the Project with the GRAU, PUNJAB or any entity representing the GRAU, PUNJAB.

#### AND

we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,\_\_\_\_, THE ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_, 2025.

For_	_	

(Signature, name, designation and address)

Witnesses:

(signature)
(Name, Title and Address)

2.(signature)(Name, Title and Address)Accepted by:

(Signature)

(Name, Title and Address of the Attorney)

# Notes:

- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- The Bidder should submit for verification the extract of the charter documents and documents such as a shareholders' or Board resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.
- Power of attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.
- For a power of attorney executed and issued in India, the document will need to be notarized in India.
- For a power of attorney executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the power of attorney has been executed. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

# **Appendix 7: Undertaking for Breach of Contract**

We, M/s \_\_\_\_\_( Company Name), hereby undertake that we must not have been involved in a breach of general or specific instructions for bidding, general and special conditions of contract with Guru Ravidas Ayurved University or any of its agencies during the past 3 years as on Bid Submission Date.

Dated this \_\_\_\_\_day of \_\_\_\_\_\_2025.

Signature

(Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by

# Appendix 8: Undertaking for Nonbarring

We, M/s \_\_\_\_\_( Company Name), hereby undertake that we have not been barred by the Central Government, any State Government, a Statutory Authority or a Public Sector Undertaking, as the case may be, from participating in any project as on Bid Submission Date.

Dated this \_\_\_\_\_day of \_\_\_\_\_\_2025.

Signature (Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by

# **Appendix 9: Undertaking for Information Furnished**

It is certified that the information furnished herein and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information/documents.

Dated this day of \_\_\_\_\_2025.

Signature (Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by

# **Appendix 10: Undertaking for No Default related to Statutory Payments**

We hereby undertake that we have made all the Statutory Payments like EPF,ESI,GST etc till the last quarter before the bid submission date.

Dated this day of \_\_\_\_\_2025.

Signature

(Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by

## **UNDERTAKING**

# Appendix 11: Undertaking for Opening an Office in Tricity(i.e. Chandigarh/Mohali, Panchkula)

I/We hereby undertake that I/we shall open an office in Tricity i.e. Chandigarh, S.A.S Nagar, Panchkula immediately on signing of the Contract.

I/We further undertake that I/We shall deploy one Manager Level Person in Tricity to deal with the Authority for day to day issues concerning the Contract.

Dated this day of \_\_\_\_\_2025.

Signature (Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by Authorized Signatory with designation

# Appendix 12- FORMAT OF INDEMNITY BOND

THIS INDEMNITY BOND is made this \_\_\_\_\_2025 By \_\_\_\_\_\_ (name of service provider and legal status ) having its Registered Office at \_\_\_\_\_\_ (hereinafter called as 'Service provider' or "Obligor" which expression shall include its successors and permitted assigns) in favour of Guru Ravidas Ayurved University, Punjab having its Office at \_\_\_\_\_\_ (Hereinafter called "GRAU, Punjab" Which expression shall include its successors and assigns):

WHEREAS GRAU, Punjab has awarded to the Contractor a Contract for providing manpower for

And WHEREAS by virtue of Clause No \_\_\_\_\_\_ of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of GRAU, Punjab for the services provided through the manpower provided by the contractor to GRAU, Punjab (hereinafter called the "services ")

NOW THEREFORE, This Indemnity Bond witnessed as follows:

- That in consideration of manpower provided as mentioned in the Contract, (valued at Rs.) from time to time for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep GRAU, Punjab indemnified, for the full value of loss incurred/suffered by the GRAU, Punjab due to any conduct or act whether wilful or occurring out of negligence, commission or omission by any of the manpower provided by the contractor.
- 2. That the Contractor is obliged and shall remain absolutely responsible for the proper conduct and performance of the manpower provided by the contractor to the GRAU, Punjab under the contract against all risks whatsoever. The Contractor undertakes to keep GRAU, Punjab harmless against any loss or damage that may be caused to the GRAU, Punjab which is attributable to the manpower provided by the contractor.
- 3. The Contractor undertakes that the contractor is complying with all the relevant acts and laws in vogue during the currency of the contract including but not limited to provisions of employees provident fund, ESI, Workmen compensation Act, labour laws etc with regard to the manpower provided by the contractor to the GRAU, Punjab under the contract. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
- 4. The Contractor undertakes and keep the GRAU, Punjab indemnified for any costs / expenses in including reasonable legal expenses to defend any matter arising out of non compliance to any law w.r.t Employees provident fund, ESI, Workmen compensation Act, labour laws etc with regard to the manpower provided by the contractor to the GRAU, Punjab under the contract.

- 5. That contractor shall remain the exclusive Employer of the manpower provided to the GRAU, Punjab.
- 6. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the GRAU, Punjab in any manner whatsoever which is attributable to the services provided under this contract, then the Contractor hereby agrees that the decision of the Managing Registrar, GRAU, Punjab as to assessment of loss or damage shall be final and binding on the Contractor and no chance of hearing with regard to that share be given. The Contractor binds itself and undertakes to pay the amount of loss to GRAU, Punjab Without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to GRAU, Punjab against the Contractor under the Contract and under this Indemnity Bond.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

For and on behalf of

(Name of the Contractor) Name Designation of Authorized Representative Common Seal of the Contractor.....

## Appendix 13: Format for Bank Guarantee for Performance Guarantee/Security

To,

Registrar, Guru Ravidas Ayurved University, Punjab.

Contract No ..... Date .....

- 1) Any such written demand made by GRAU, PUNJAB stating that the bidder is in default of the due and faithful fulfilment and compliance with the terms and condition contained in the bidding documents shall be final, conclusive and binding on the bank.
- 2) We the bank do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the bidder or any other person and irrespective of whether the claim of GRAU, PUNJAB is disputed by the bidder or not merely on the first demand from GRAU, PUNJAB stating that the amount claimed is due to GRAU, PUNJAB by reason of failure of the agency to fulfil and comply with the terms and conditions contained in the contract document. Any such demand made on the bank shall be conclusive as regards amount due and payable by the bank under this Guarantee shall be restricted to an amount exceeding\_\_\_\_\_.
- 3) This Guarantee shall be irrevocable and unconditional and remain in full force for a period of Two years (i.e. Contract Period) from date of issue of award between Agency and GRAU, PUNJAB or for such extended period as may be mutually agreed between GRAU, PUNJAB and bidder and agreed to by the tie Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 4) We, the Bank, further agree that GRAU, PUNJAB shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the contract documents and decision of GRAU, PUNJAB that the Agency is in default as aforesaid shall be final and binding on us notwithstanding differences between GRAU, PUNJAB and Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

- 5) The Guarantee shall not be affected by any change in the constitution or winding up of the Agency or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- In order to give full effect to Guarantee, GRAU, PUNJAB shall be entitled 6) to treat the Bank as the principal debtor. GRAU, PUNJAB shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said contract agreement or the period for fulfilment and compliance with all or any of the terms and conditions contained in the contract agreement by the said Agency or to postpone for any time to time to vary any of the terms and powers exercisable by it against the said Agency and either to enforce any of the terms and conditions contained in the said contract agreement or the securities available to GRAU, PUNJAB and the bank shall not be released from its liability under these presents by any exercise by GRAU, PUNJAB of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of GRAU, PUNJAB or any indulgence by GRAU, PUNJAB to the said Agency or by any change in the constitution of GRAU, PUNJAB or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the bank from its such liability.
- 7) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 8) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive, the said notice of claim. The payments shall be released within the day of receiving of demand and before the closing of working hours.
- 9) It shall not be necessary for GRAU, PUNJAB to proceed against the said Agency before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which GRAU, PUNJAB may have obtained from the said Agency or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 10) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of GRAU, PUNJAB in writing.
- 11) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- 12) For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to the amount given in the RFP document. The Bank shall be liable to pay the said amount or any part thereof only if GRAU, PUNJAB serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before (\*\*\* (indicate date falling on the last date of the bid validity period)

Signature of authorized Bankofficial Name: Designation: Stamp/Seal of the Bank : Signed, sealed and delivered For and on behalf of the Bank by the above named \_\_\_\_\_

in the presence of : Witness 1: Signature Name Address Witness 2: Signature Name Address