



Government of India
Ministry of Commerce and Industry

TENDER NO: IPAB/MANPOWER/2019-20

TENDER DOCUMENT

HIRING OF OUTSOURCED MANPOWER SERVICES FOR IPAB ON CONTRACT BASIS



INTELLECTUAL PROPERTY APPELLATE BOARD
Ministry of Commerce & Industry
No.443, Guna Complex, 2nd Floor, Annexe-1,
Anna Salai, Teynampet, Chennai – 600018

SCHEDULE OF TENDER:

Date of Tender document	24/10/2019 to 14/11/2019
Last Date & Time for submission of Tender	14/11/2019 till 5 PM
Date and time for opening of Technical Bid	14/11/2019 at 05.30 PM
Date and time for opening of Financial Bid	15/11/2019 at 3.00 PM
Cost of Tender Form	Rs.500/-

TENDER DOCUMENT FOR SUPPLY MANPOWER

1. GENERAL:

Tenders on behalf of the President of India, are invited by the Head of Department, Intellectual Property Appellate Board, Chennai (hereafter called as IPAB) under **Two Bid System i.e. Technical Bid and Financial Bid** from reputed, experienced and financially sound Companies / Firms / Agencies for providing manpower to The Intellectual Property Appellate Board located at the address mentioned below, initially for one year from the date of taking up of supply of manpower in pursuance of contract unless extended further by mutual consent of the Competent Authority and Contractor on the terms and conditions mentioned in the tender document and the contract agreement or terminated under the terms of the tender/contract. The present requirement of the manpower given below may be increased or decreased on the option of the IPAB.

2. PARTICULARS OF THE TENDER:

(a) NAME AND ADDRESS OF THE AUTHORITY:

The Deputy Registrar,
Intellectual Property Appellate Board (IPAB)
No.443, Guna Complex, 2nd Floor, Annexe-1,
Anna Salai, Teynampet,
Chennai – 600 018
Telefax:044-24328905

(b) PLACE OF WORK:

- (i) Intellectual Property Appellate Board (IPAB)
No.443, Guna Complex, 2nd Floor, Annexe-1,
Anna Salai, Teynampet,
Chennai – 600 018
- (ii) Intellectual Property Appellate Board,
Delhi Registry-cum-Bench
G 62 - 67 & 196-204 of Plot No.25,
August Kranti Bhawan,
Bikaji Cama Place, Rama Krishna Puram,
New Delhi - 110 066.
Tele No: 011-26180613/14

(c) ADDRESS FOR THE DISTRIBUTION OF TENDER DOCUMENT

The tender document can be purchased from the office of the Intellectual Property Appellate Board (IPAB) situated at the address given in para 2(a) and 2 (b) (i) & (ii) above :

(d) CONTACT PERSONS FOR ANY QUERIES RELATED TO TENDER:

- (i) The Deputy Registrar,
Intellectual Property Appellate Board (IPAB)
No.443, Guna Complex, 2nd Floor, Annexe-1,
Anna Salai, Teynampet,
Chennai – 600 018
- (ii) The Court Officer
Intellectual Property Appellate Board,
Delhi Registry-cum-Bench
G 62 - 67 & 196-204 of Plot No.25,
August Kranti Bhawan,

3. **SCOPE OF WORK:** The separate manpower as shown below is required for two offices located in **Intellectual Property Appellate Board, Chennai and Delhi Registry-cum-Bench, New Delhi**. The scope of work in these offices includes, but not limited to, carrying out Judicial work related to the Registry of IPAB, data entry of official documents, scanning, data verification, error correction, uploading, file preparation, file put up, letter preparation, file movement, diary & dispatch, Administration, Accounts and other work specific to these offices and various types of routine official work that may be assigned by the officials of the Intellectual Property Appellate Board.

4. **SCOPE OF WORK:**

List of Manpower to be Engaged through Service Providers

Designation	Approx. No of Person required	Place	Proposed Consolidated Pay	Qualification/Experience
Court Officer	2	Chennai - 2	Rs.40000/-	<p>i) Retired officials from different Tribunals, Courts etc. Retired Government Officials from Central Govt. State Govt., Govt. Undertaking with experience in legal work are preferred. The candidate should have completed graduation or have a post graduate degree in any discipline (or equivalent) from a recognized university/institute. Preference will be given to the persons holding degree in law.</p> <p>ii) The candidates other than the retired officials the should possess the prescribed qualification with minimum five years experience in legal work or teaching profession.</p>
Legal Assistant	2	Chennai - 1 Delhi - 1	Rs.40000/-	<p>Retired officials from different Tribunals, Courts etc. Retired Government Officials from Central Govt. State Govt., Govt. Undertaking. The candidate should have completed graduation or have a post graduate degree in any discipline (or equivalent) from a recognised university/institute. Preference will be given to the person holding degree in law.</p> <p>ii) The candidates other than the retired officials the should possess the prescribed qualification with minimum five years experience in legal work or teaching profession.</p>
Web Coordinator	1	Chennai - 1	Rs.40000/-	The Candidates should possess degree or Post Graduate Degree in

				Computer Science or Computer Applications (or equivalent) from a recognized university/institute. Candidates should have working knowledge of Software and Hardware and Maintenance of PC's & Servers, Printers and Operation Systems Installations of Website. Minimum five years experience in the field of computer applications in Software and Hardware, Networking, Video Conferencing and handling of Server in a reputed company is required.
Accounts Assistant	1	Chennai - 1	Rs.27000/-	Retired officials from Central Govt. State Govt., Govt. Undertaking or PSU with experience in Accounts branch in concerned office and should have brief working knowledge in PFMS, GST TAX, GEM Portal and should have experience in Government procedures related to accounts section.
Library Information Assistant	1	Chennai - 1	Rs.27000/-	Retired Librarian/ Library Assistant from Central Govt. State Govt., Govt. Undertaking PSU, High Courts, Tribunals or Courts.
Clerks	11	Chennai – 7 Delhi - 4	Rs.21000/-	Retired officials from Central Govt. State Govt., Govt. Undertaking, PSU, Tribunals, High Courts and various courts. (i) Other than retired officers, the person should possess any degree in any discipline from a recognized Indian University with least two year of legal experience required including knowledge of hands-on familiarity with a variety of computer applications, including MS-office, excel etc. and typing in computer. Knowledge of a court procedure and rules, information and facts that are along with the good drafting skills is preferred.
MTS	6	Chennai – 4 Delhi - 2	Rs.19000/-	10th Pass with 2 years' experience in relevant field with sound physical conditions enable to carry the case bundles. Desirable : knowledge of driving, photo-copying, fax operation.

Note : Contribution towards ESIS and EPF (employer's contribution) will be in addition to consolidated pay per month as above wherever applicable.

Note 1.The consolidated pay of the posts quoted in the above table are exclusive of contributions towards ESI, PF and any other statutory contributions (if any).

Note 2.The above list is illustrative not exhaustive.

Note 3.The no. of personnel may vary depending on prevailing requirements.

Note 4. The selection of manpower shall be done by IPAB OFFICE as per functional requirements.

5. QUALIFYING CRITERIA FOR THE TENDERING COMPANY / FIRM/ AGENCY:

- i. A tenderer company/firm/agency should have **at least three years' experience in to public sector/private sector/ or Government Departments successfully providing manpower for work to public sector/private sector/ or Government Departments.** Satisfactory work completion certificate from those companies to whom the manpower was provided during last three years should be furnished. Experience in other field of supplying manpower will not be considered.
- ii. The Registered Office or Branch Office of the manpower providing Company/Firm/Agency should be located in Chennai OR in adjacent area of Chennai.
- iii. The Company/Firm/Agency should have its own Bank Account.
- iv. The tenderer should have been registered with the appropriate authorities like Employees Provident Fund, Employees State Insurance Authority, Income Tax and GST.
- v. The Average annual financial turnover for last 3 years should be at **least Rs.50 lakhs.** Copies of the balance sheets of last three financial years, duly certified by a Chartered Accountant shall be submitted in support of the requisite financial Turnover.
- vi. A bidder should have successfully completed similar works of supplying manpower for **digitization work** during the period of last three years as mentioned below:
 - a. At least three work Orders, costing not less than **Rs.50 lakhs each**
Or
 - b. At least two work Orders, costing not less than **Rs.50 lakhs each or.**
 - c. At least One Work Order, costing not less than **Rs.50 lakhs.**
- vii. Undertaking for not subletting the work to any other agency during the contract period should be enclosed.

Note: No deviation from the above conditions shall be allowed.

6. EARNEST MONEY DEPOSIT (EMD):

The Earnest Money Deposit (EMD) of Rs. 70,000/- (Rupees Seventy Thousand only), refundable (without interest) shall be submitted **The Deputy Registrar, Intellectual Property Appellate Board, No.443, Guna Complex, Annexe-1, 2nd Floor, Anna Salai, Teynampet, Chennai – 600 018 in the physical mode by** the agency in the form of **Bank Guarantee/ Fixed Deposit** drawn in favour of " **The Deputy Registrar, IPAB** " payable at **Chennai**, failing which the tender shall be rejected summarily. EMD of unsuccessful tenderers shall be released within 30 days of the work order is placed to the successful bidder.

7. PERFORMANCE SECURITY DEPOSIT:

The successful tenderer will have to deposit a Performance **Security Deposit** 10% of the total bid amount meant for ONE (1) year in the form of **Bank Guarantee/ Fixed Deposit**

receipt from a commercial bank, within **21 days of receipt** of the award of contract with **The Deputy Registrar, Intellectual Property Appellate Board, No.443, Guna Complex, Annexe-1, 2nd Floor, Anna Salai, Teynampet, Chennai – 600 018** covering the initial period of contract will be up to 30/09/2020 from the date of contract agreement. In case, the contract is further extended beyond the period of 30/09/2020, the deposit will have to be accordingly renewed annually by the successful tenderer. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the Department besides annulment of the contract.

8. TERM OF CONTRACT:

The contract for supply of the below mentioned manpower initially will be given up to 30/09/2020 from the date of order issued by this office for supply of manpower. The period of the contract may be further extended provided the requirement of the Department for the above manpower persists at that time, or, the same may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. Hon'ble Chairman or a personnel authorized by him however, reserves right to terminate this initial contract at any time after giving 15 days' notice to the selected service providing Company/Firm/Agency.

9. VALIDITY OF TENDER:

a) Tender should be valid for a period of 90 days from the date of Opening of the Financial bid.

b) However, the Head of Department, Office of the Intellectual Property Appellate Board, Chennai reserves the right to cancel, amend or withdraw the tender at any stage or amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders, without giving any notice or assigning any reason whatsoever. The decision taken by him in this regard shall be final and binding on all.

c) The tender submitted with incorrect consolidated pay and other statutory payments like rate and basis of EPF, ESI shall be summarily rejected without any notice.

10. SUBMISSION OF TENDER :

A. INSTRUCTIONS FOR SUBMISSION OF TENDER:

i) **Tenders are invited under two bid system i.e. Technical Bid and Financial Bid.**

ii) The bidders shall submit **two bid** as "**Technical Bid and Financial Bid** for Supply of Manpower to Intellectual Property Appellate Board, Chennai and Delhi Registry-cum-Bench, New Delhi.

B. Technical Bid:

Technical bid shall be submitted either by Hand/Post/Courier marked as "Technical Bid for supply of manpower".

- (i) **ANNEXURE-C** (Technical Bid format for Supply of Manpower to Intellectual Property Appellate Board, Chennai and Delhi Registry-cum-Bench, New Delhi.
- (ii) **Copies of the following documents** (attested by authorized signatory), should be submitted, failing which a bid shall be summarily/out-rightly rejected:

SL NO.	MARKED AS	DOCUMENTS
a	Doc-1	Annexure-C
b	Doc-2	Registration certificate from GST
c	Doc- 3	Copy of PAN/GIR card.
d	Doc- 4	Copy of the IT return filed for the last three financial years of the vendor
e	Doc- 5	Copies of the EPF registration certificate
f	Doc-6	Copies of ESI registration certificate
g	Doc-8	Extract of turnover during last 3 years
h	Doc-9	Document regarding Bank Account of the firm/company/agency
i	Doc-10	Performance certificate from earlier concerns.
j	Doc-11	Signed and stamped Acceptance letter (Annexure A)
k	Doc-12	An undertaking/ affidavit on stamp paper as per (Annexure-B)
l	Doc-14	Data Security Certificate (Annexure – F)

- (iii) The Technical bid should be accompanied with refundable Earnest Money Deposit (EMD), Rs.70,000/- (Rupees Seventy Thousand only) in the form of Bank Guarantee/Fixed Deposit drawn in favour of "The Deputy Registrar, IPAB" payable at Chennai, failing which the tender shall be rejected out-rightly.

C. Financial Bid:

- i) Financial Bid shall be submitted either by Hand/Post/Courier marked as "Financial Bid for supply of manpower" to IPAB at Chennai and Delhi in the format as provided in **ANNEXURE-D**.
- ii) The contractor shall pay the Consolidated Pay per month and adhere to the orders and notification issued by the Government of India, Ministry of Labour and Empowerment from time to time. The O/o IPAB is not governed by Shops and Establishment Act or none of the provisions of Shops and Establishment Act is applicable as O/o IPAB is a Govt. of India Office. The Office will neither accept nor

consider any other notification or circular whatsoever, other than the mentioned here on consolidated pay fixed for the categories of manpower mentioned in the present tender and contract.

Designation	Approximate No. of Person	Consolidate Pay
Court Officer	2	40000
Legal Assistant	2	40000
Web Coordinator	1	40000
Accounts Assistant	1	27000
Library Information Assistant	1	27000
Clerks	11	21000
MTS	6	19000

- (iii) The tender submitted with less than the consolidated pay, EPF, ESI shall be summarily rejected without any notice.
- (iv) **Financial Bid i.e. Annexure D** shall include the consolidated pay as mentioned above, statutory payment payments towards ESIS and EPF, agency charges which includes Management Fee and other payments/statutory liabilities will be provided as per prevailing rate and in compliance to the notifications of Government of India time to time. However, in case the taxes and central minimum wages or any other changes of any condition to comply the notification of Govt. of India same shall be payable by this office.
- EPF/ESI/GST is to be calculated as per existing rules. The Head of Department, IPAB Chennai is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI, GST while determining the lowest(L1) bidder. In this regard the decision of The Head of Department, IPAB, Chennai is final and binding to all the bidders.
- (v) Financial evaluation shall be based purely on the total price quoted for all components as specified in Annexure D. The bidder quoting in overall the lowest price shall be awarded the work. The rate quoted by the Contractors in words shall be taken as correct in case of any discrepancies between rates quoted in figure and in words.
- (vi) In case the taxes, consolidated pay (Part of component A and Component C of Annexure D) are increased/decreased by the Government, the same shall be payable by the Office.
- (vii) TDS & GST TAX will be deducted/recovered by the Office from the total admissible bill amount.
- (viii) The Office shall not in any way be liable or responsible to pay any extra charges which do not form the part of the financial bid.

- (ix) The bidder alone will be responsible for payment of such other service benefits/statutory dues and fulfill other financial obligations, required on his part by virtue of any law/regulations of any public body of the Central Government, for the time being in force, to the personnel deployed by him at IPAB Chennai and Delhi. The contractor shall also be liable to pay to the deployed workers the benefits required to be extended by him under various labour statutory enactments.
- (x) No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical Bid Application must be initiated by the person authorized to sign the tender.
- (xi) The conditional bids shall not be considered and will be rejected outright in the very first instance.

(D) General Instructions to Bidders:

- (i) Interested Companies/Firms/Agencies shall submit the bid for tender documents, complete in all respects, on or before the last date and time of submission of tender. The Tender document submitted by either Hand/Post/Courier.
- (ii) Tenders will not be entertained after the deadline under any circumstances whatsoever.
- (iii) A tender will not be considered if it is not as per the prescribed format. A tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein.
- (iv) A bid submitted without tender cost (Tender fees and EMD) or incomplete bid will not be considered and the same will be rejected.
- (v) All entries in the tender form should be legible and filed in the tender form clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
- (vi) The Office takes no responsibility for delay, loss or non-receipt of the bid submitted through Post/Courier. A bid sent through Fax or email will not be accepted.
- (vii) The IPAB or any person authorized by him reserves the right to accept/reject any or all the tenders in part or full or divide the work among two or more parties and in such case bidders/intending bidders, shall not have any claim on Office of IPAB, Chennai

11. TERMS AND CONDITIONS OF CONTRACT

A) GENERAL TERMS AND CONDITIONS

1. The contract shall commence from the date of receipt of acceptance of the work order by the tendering Company/Firm/Agency which shall be accepted within 10 days from the receipt of the work-order or within 15 days from the date of issue of the said order whichever is earlier and shall continue till **30/09/2020** unless it is curtailed or terminated by the IPAB or a person authorized by him owing to deficiency of services sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc
2. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a further specified period.
3. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without prior written consent of this Department.
4. The present requirement of manpower has been mentioned in the tender document. The requirement of the Department may increase or decrease during the tenure of the contract. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower may be withdrawn immediately thereafter. The contractor shall provide additional manpower, if required, on the same terms and conditions.
5. All selected manpower shall wear Identity card and formal and decent dress, every day during the working hours.
6. The contractor will be bound by the details furnished by him to this Department, while submitting the tender or at any 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 liable for legal action besides termination of contract.
7. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
8. The Competent authority of this Department reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
9. The contracting Company/Firm/Agency shall attach a copy of valid labour license from the Regional Labour Commissioner for the specific number required for the contract under Contract Labour (Regulation & Abolition) Act, 1970.
10. The contracting Company/Firm/Agency shall sign the Contract agreement as per **ANNEXURE-"E"** after finalization of the tender process but before the issue of work order/Letter of Intent.

B. FINANCIAL TERMS AND CONDITIONS

1. The successful tenderer will have to deposit a Performance **Security Deposit** of 10% in the form of **Bank Guarantee/ Fixed Deposit** receipt from a commercial bank, within 21 days of receipt of the award of contract with **The Deputy Registrar, Intellectual Property Appellate Board, No.443, Guna Complex, Annexe-1, 2nd Floor, Anna Salai, Teynampet, Chennai – 600 018** covering the initial period of contract of one year from the date of contract agreement. In case, the contract is further extended beyond the period upto 30/09/2020, the deposit will have to be accordingly renewed annually by the successful tenderer.
2. EMD will be returned to the successful tenderer after depositing performance security. Further, if the agency fails to deploy the required number of manpower against the initial requirement within 10 days from the date of receipt of the order or within 15 days from the date of issue of the order, whichever is earlier, the EMD will stand forfeited without giving any further notice.
3. The EMD in respect of the agencies, which do not qualify in Technical Bid (First Stage)/Financial Bid (Second Stage,) shall be returned to them without any interest.
4. The proceeds of the performance security shall be payable to the office as compensation for any loss resulting from the contractor's failure to complete its obligations under the Contract.
5. In case of breach of any of the terms and conditions attached to this contract, deficiency in service or substandard quality of manpower deployed by the Contractor, the Performance Security Deposit of the agency will be liable to be forfeited by the Department besides annulment of the contract and the IPAB or a personnel authorized by him reserves the right to terminate the contract at any time during the tenure, after giving a 15-days' notice to the contracting agency ,in such circumstances.
6. The contractor shall pay consolidated pay and adhere to the orders and notification issued by the Government of India, Ministry of Labour and Employment from time to time. The O/o IPAB is not governed by Shops and Establishment Act or none of the provisions of Shops and Establishment Act is applicable as O/o IPAB is a Govt. of India Office. The Office will neither accept nor consider any other notification or circular whatsoever, other than the consolidated pay mentioned on the categories of manpower mentioned in the present tender and contract. The consolidated pay of manpower required by the IPAB Chennai and Delhi as mentioned in the said notification only are acceptable to this office and the same along with all other liabilities should be clearly stated in the financial bid.
7. The Contractor will be responsible for timely payment (Within 7th of every month and before 3p.m.) to the supplied manpower and statutory authorities and compliance of all

statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by him in this Office without assigning any reason whatsoever.

8. The Contractor shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by him to the Office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
9. Disbursement of wages with proper payment sheet showing details of the payment to the workers deployed in this department should be ensured by the service providing agency.
10. The Tax Deduction at Source (TDS) and GST TAX shall be made as per the provisions of the Income Tax Department, as amended from time to time, and a certificate to this effect shall be provided to the agency by this Office.

C. LEGAL TERMS AND CONDITIONS, LIABILITIES OF THE CONTRACTOR AND CONTROL OF THE PERSONS DEPLOYED

1. The contracting agency shall ensure that the individuals deployed against manpower in the IPAB Chennai and Delhi conform to the technical requirements of age, educational qualification and experience prescribed in the tender document.
2. The IPAB is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9.30 AM to 6.00 PM with a lunch break of $\frac{1}{2}$ hrs. from 1.30 PM to 2.00 PM. Besides this the Department observes the Gazetted holidays notified by the Government of India from time to time. The manpower are required to work from Monday to Friday as per above mentioned timing. They may also be required to attend the office as and when required on Saturday/Sunday/holiday and also beyond officer hours as and when required.
3. The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual employee deployed by them in this Office before commencement of the work:
 - List of persons deployed:
 - Bio-Data of the persons:
 - Attested copy of Certificates
 - Character Certificate from Group 'A' or Class-I Officers of the Central/State Government or Notary Public.
 - Certification of verification of antecedents of persons by local Police authority.
 - Identity Cards bearing photograph
4. In case, any person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence or involves in any act that is prejudicial to the employees of this office or to the office,

such person will be immediately debarred from the site of work by the officer in-charge and contractor will be liable to take appropriate disciplinary action against such persons, with intimation to this office about the action initiated against such person.

5. The contractor shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct, frequent and / or unwarranted absence etc. upon receiving an intimation or notice from the officer in-charge.
6. The persons deployed shall be required to report to the Deputy Registrar or in-charge from IPAB for duty at 9.30 AM and before leaving the office at 6.00 PM.
7. The contractor shall depute a Facility Coordinator in this Office who would be responsible for immediate interaction with the competent authority so that optimal services of the persons deployed by the agency could be availed without any disruption.
8. The selected agency shall immediately (within three days) provide a substitute in the event of any person leaving the job due to his/her personal reasons.
9. It will be the responsibility of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him. The Office of the Intellectual Property Appellate Board, Chennai will have no liability in this regard.
10. For all intents and purpose, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed by it in this Office. The persons deployed by the contractor in the Intellectual Property Appellate Board, Chennai shall not have any claims of Master and Servant relationship nor have any principal and agent relationship or employer/ employee relationship with or against the Office of the Intellectual Property Appellate Board, Chennai.
11. The Service providing agency shall be solely responsible for the redress of grievances/resolution of disputes relating to persons deployed. This Office shall, in no way, be responsible for settlement of such issues whatsoever.
12. This Office 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.
13. Manpower deployed by the contractor shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this Department during the term or after expiry of the contract.
14. 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/any other capacity in the Department.
15. All the issues related to contract, monthly payments etc. shall be communicated and processed through the Coordinator in the Intellectual Property Appellate Board, Chennai nominated by the Head of Department.

16. The contractor shall maintain all statutory registers under the applicable law and shall produce the same, on demand, to the concerned authority of this Office or any other authority under law.
17. In case, the contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Intellectual Property Appellate Board, Chennai their representative is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the contractor, to the extent of the loss or obligation in monetary terms.
18. The contractor shall keep the Intellectual Property Appellate Board, Chennai their representative indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the contractor in connection with any claim that may be made by any of his deployed workmen.
19. The Contractor shall keep the Intellectual Property Appellate Board, Chennai their representative indemnified against the claims, actions or proceedings brought or instituted against the Intellectual Property Appellate Board, Chennai their representative by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under this agreement.

D. MODE OF PAYMENT TO THE CONTRACTOR:

1. The contractor shall raise separate bills for the Intellectual Property Appellate Board, Chennai, in triplicate for each office, along with attendance sheet in respect of the persons deployed in each office, in the first week of the succeeding month. As far as possible, the payment will be released within 60 days thereupon after verification of attendance and also the f salary will be calculated deducting the leave period if any after verification of attendance.
2. The monthly bills shall be accompanied with the documentary proof for remittance of Employees State Insurance, Employee Provident Fund and Service Tax etc. pertaining to the concerned month's bill.
3. The bills submitted to IPAB shall be accompanied with a consolidated statement clearly indicating the details of consolidated pay of each person, deduction towards leave salary, ESI, EPF, etc. The bills submitted without the proof on remittance of ESI, EPF and detailing of pay calculation and management fees and consolidated statement reached thereupon will not be processed till such details are provided.
4. The amount of pre-estimated agreed liquidated damages calculated @ Rs. 250/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing Agency/Firm/Company in the following month.

12. TERMINATION

This agreement may be terminated by either party by giving three months' notice, in writing, of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take immediate steps to withdraw all employees in a smooth and orderly manner.

13. FORCE MAJOREURE

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.

14. ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

SI no.	Marked as	Documents
a	Doc-1	Annexure-C
b	Doc-2	Registration certificate from GST
c	Doc- 3	Copy of PAN/GIR card.
d	Doc- 4	Copy of the IT return filed for the last three financial years of the vendor
e	Doc- 5	Copies of the EPF registration certificate
f	Doc-6	Copies of ESI registration certificate
g	Doc-8	Extract of turnover during last 3 years
h	Doc-9	Document regarding Bank Account of the firm/company/agency.
i	Doc-10	Performance certificate from earlier concerns.
j	Doc-11	Signed and stamped Acceptance letter (Annexure A)
k	Doc-12	An undertaking/ affidavit on stamp paper as per Annexure-B
l	Doc-13	Certified documents in support of entries financial turnover and major similar contracts handled during last 3 years of the Technical Bid application
m	Doc-14	Data Security Certificate (Annexure – F)

Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as token of their acceptance.

15. ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

- i) List of manpower shortlisted by the IPAB Chennai for deployment in the office as mentioned in the document containing full details i.e. date of birth, marital status, address etc. shall be provided.
- ii) Bio-Data of all persons.
- iii) Character Certificate from a Group 'A'/Class-I Gazetted Officer of the Central/State Government in respect of all persons.
- iv) Certificate of verification of antecedents of all persons by local police authority.
- v) Contract agreement duly signed as per **Annexure "E"**
- vi) Data Security Certificate as per **Annexure "F"**
- vii) Bank Guarantee Bond **Annexure "G"**

Acceptance letter by the Tenderer on the letter Head of the company

To

The Deputy Registrar,
Intellectual Property Appellate Board (IPAB)
No.443, Guna Complex, 2nd Floor, Annexe-1,
Anna Salai, Teynampet,
Chennai – 600 018

Sir

I/We hereby accept unconditionally all the terms and conditions as contained in tender documents as well as notice inviting tenders (NIT) and in default thereof, to forfeit and pay to IPAB, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.

Dated _____ the day of _____

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS): _____

ADDRESS: _____

SEAL OF TENDERER

SIGNATURE OF WITNESS

NAME (CAPITAL LETTERS):

OCCUPATION

Annexure- 'B'

Undertaking by the Tenderer

- (a) I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay to IPAB, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.
- (b) I/We hereby pay the earnest money of amount as mentioned in the Tender in favour of The Deputy Registrar, IPAB payable at Chennai as mentioned in the Tender notice inviting tenders.
- (c) If I/We fail to provide the desired manpower as per the order/ Letter of Intent within 15 days of the date of issue of Letter of Intent or 10 days from the receipt of the letter awarding the contract and/or I/we fail to sign the agreement as per contract and/or I/we fail to submit performance guarantee as per contract, I/we agree that IPAB shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.
- (d) I/we am/are also enclosing herewith the Acceptance Letter on the prescribed proforma.

Dated the _____ day of _____

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS): _____

ADDRESS: _____

SEAL OF TENDERER

SIGNATURE OF WITNESS _____

NAME (CAPITAL LETTERS): _____

OCCUPATION _____

TECHNICAL BID

For providing manpower to the IPAB Chennai under the office of the Intellectual Property Appellate Board, Chennai

1. Name of the Tendering Company/Firm/Agency
(Attach certificate of registration)

2. Name of the Proprietor/Director of Company/
Firm/Agency

3. Full address of the Registered Office

Telephone Number:
FAX No.
Mobile No.
E-Mail Address

4. Full address of Branch offices (if any)

Telephone Number:
FAX No.
Mobile No.
E-Mail Address

5. Banker of Company/Firm/Agency
(Full Address)

(Attach certified copy of statement of A/c
for the last three years) Telephone
Number of Banker

6. PAN/GIR No.(Attach attested copy)

7. GST Registration No.(Attach attested copy)

8. E.P.F. registration Number (Attach attested copy)

9. E.S.I. Registration Number(Attach attested copy)

10. Details of Earnest Money Deposit: Rs. 70,000/- (Seventy thousand only) FD No. _____
Dated _____ and Drawn on Bank _____

11. Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lakh)	Remarks if any
2016-17		
2017-18		
2018-19		

12. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

Sl. No	Details of client along with address, telephone numbers	Type of manpower supplied	Amount of Contract	Duration of Contract	
				From	To
1.					
2.					
3.					

13. (If the space provided is insufficient, a separate sheet may be attached)

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

Signature of authorized person
Name
Seal

Date:
Place:

**DECLARATION FOR TECHNICAL
BID**

- Shri _____ Son/Daughter/Wife of Shri _____ signatory of the Agency/Firm mentioned above is competent to sign this declaration and execute this tender document :
- I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
- The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person
Name
Seal:

Date:
Place:

FINANCIAL BID

For providing manpower to the Intellectual Property Appellate Board, Chennai under the office of the Intellectual Property Appellate Board, Chennai.

1. Name of tendering Company/Firm/Agency:

2. Details of Earnest Money Deposit: Rs. (Rupees only) No. Dated and Drawn on Bank:

3. All the manpower deployed in this Department will be paid their wages on monthly basis in time by the Company/Firm/Agency as per the rates below.

4. Rates of wages are to be quoted in accordance with and not less than the minimum rate of wages as applicable in Central sphere under construction category notified by the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner New Delhi, vide order No. F.No. 1/38(3)/2018-LS-II dated 28/09/2018) The O/o IPAB is not governed by Shops and Establishment Act or none of the provisions of Shops and Establishment Act is applicable as O/o IPAB is a Govt. of India Office. The Office will neither accept nor consider any other notification or circular whatsoever, other than the mentioned here on minimum wages for the required categories of manpower. The consolidated pay of manpower required by the **Intellectual Property Appellate Board, Chennai**, as mentioned in the said notification and acceptable to this office are as under:

Designation	Approximate No. of Person	Consolidate Pay	Total
Court Officer	2	40000	80000
Legal Assistant	2	40000	80000
Web Coordinator	1	40000	40000
Accounts Assistant	1	27000	27000
Library Information Assistant	1	27000	27000
Clerks	11	21000	231000
MTS	6	19000	114000

5. Rate are to be quoted per person/per day (excluding half an hour lunch break) inclusive of all statutory liabilities, taxes, levies, / Education Cess etc. with the following break up:

Comp onent	Type of Manpower	No. of Persons	Per Month	Consolidated Pay	Total Pay (iii x v)	Statutory EPF	Statutory ESI	Total Wages (vi +vii + viii)	Total (In Rs.) (vi + ix)
i	ii	iii	iv	v	vi	vii	viii	ix	x
A	Court Officer	2	40000	40000					
	Legal Assistant	2	40000	40000					
	Web Coordinator	1	40000	40000					
	Accounts Assistant	1	27000	27000					
	Library Information Assistant	1	27000	27000					
	Clerks	11	21000	21000					
	MTS	6	19000	19000					
B	Management Charge as fixed % of Total of Component A (Comprising management fee)								
C	Total A + B								
D	GST on C(as per rule)								
E	Total tender cost per month (inclusive all taxes)								

Signature of authorized person

Full Name: _____

Seal: _____

Date:

Place:

N.B.:

1. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.
3. In Component B, the rates quoted by the Bidder should be inclusive of Management Fee and also other payments, if any, which the Bidder would pay to the workers as applicable at the time of entering the contract
4. For Component A, the monthly pay shall be calculated by multiplying daily wage rate with **26 days**
5. The above table has been shown for calculating the lowest bidder among the pool of eligible bidders. Actual payment shall be made as per point 2 above.

CONTRACT AGREEMENT

(Agreement to be executed on Rs.100/- Non-judicial Court Stamp)

An **AGREEMENT** made this _____ day of _____ Between _____ (Hereinafter called the contractor or contracting agency or service providing agency which expression shall include his legal representatives) **ON ONE PART** and the Intellectual Property Appellate Board, Chennai (hereinafter referred as "IPAB" which shall also include any person authorized by the Head of Department IPAB) **ON OTHER PART**

WHEREAS the contractor agrees to supply the manpower to perform the work specified to them successfully on contract basis, as mentioned in the tender document, to the Intellectual Property Appellate Board, Chennai under the Office of the Intellectual Property Appellate Board, No.443, Guna Complex, Annexe-1, 2nd Floor, Anna Salai, Teynampet, Chennai – 600 018;

AND WHEREAS the Contractor agrees to supply the manpower initially required by this office as under and as per the consolidated pay for the required categories and following the orders and notification issued by the Government of India, Ministry of Labour & Employment from time to time which are as under and, further agrees to work with the agency charges and other liabilities charges as given below which are inclusive of all statutory/taxation liabilities at the time of entering into the contract;

Component	Type of Manpower	No. of Persons	Per Month	Consolidated Pay	Total Pay (iii x v)	Statutory EPF	Statutory ESI	Total Wages (vi +vii + viii)	Total (In Rs.) (vi + ix)
i	ii	iii	iv	v	vi	vii	viii	ix	x
A	Court Officer	2	40000	40000					
	Legal Assistant	2	40000	40000					
	Web Coordinator	1	40000	40000					
	Accounts Assistant	1	27000	27000					
	Library Information Assistant	1	27000	27000					
	Clerks	11	21000	21000					
	MTS	6	19000	19000					
B	Management Charge as fixed % of Total of Component A (Comprising management fee)								
C	Total A + B								
D	GST on C(as per rule)								
E	Total tender cost per month (inclusive all taxes)								

AND WHEREAS the Head of Department, Intellectual Property Appellate Board, Chennai (through "Intellectual Property Appellate Board, Chennai") has agreed to the above quoted rates for supply of the said manpower;

NOW THEREFORE both the parties agree to the terms and conditions hereinafter mentioned viz.: -

- (i) that it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the IPAB or Intellectual Property Appellate Board, Chennai or any person authorized shall accrue/arise implicitly or explicitly.
- (ii) that the number of manpower deployed in the Intellectual Property Appellate Board, Chennai shall be purely need based. Therefore, the number of Contractor's workers may be increased or decreased as per the requirement. Intellectual Property Appellate Board, Chennai will be under no obligation to engage any specific number of Contractor's workers during the period of contract.
- (iii) that this Contract shall remain valid for a period up to 30/09/2020 initially and if the services are found satisfactory the same may be extended for further period.
- (iv) that notwithstanding to the para (iii) above, the Head of Department of Intellectual Property Appellate Board, Chennai or a person authorized by him shall have full power to terminate the contract if the manpower supplied is not functioning to the satisfaction.
- (viii) that the Head of Department of Intellectual Property Appellate Board, Chennai or a person authorized by him shall have full power to reject the Employee which to the true intent and meaning is not in accordance with the requirement of the tender document.
- (v) that the contracting agency will deposit of 10% of total bid amount meant for one (1) in the form of Bank Guarantee/ Fixed Deposit receipt from a commercial bank with **The Deputy Registrar, Intellectual Property Appellate Board, No.443, Guna Complex, Annexe-1, 2nd Floor, Anna Salai, Teynampet, Chennai – 600 018**, covering the period of contract upto 30/09/2020 from the date of contract agreement as security for compliance with the terms and conditions of this contract and also that, in case the contract is further extended beyond the initial period of one year, he will accordingly renew annually the Performance Security Deposit.
- (vi) that in case of breach of any terms and conditions attached to this contract or deficiency in service or substandard quality of manpower deployed by the Contractor, the Performance Security Deposit of the agency will be liable to be forfeited by the Office besides annulment of the contract. In such circumstances the Head of Department of Intellectual Property Appellate Board, Chennai or a person authorized by him reserves the right to terminate this contract by giving notice of 15 days in advance any time during the contract or to enter in to parallel contract for similar services with other agencies/person whenever it is found necessary.
- (viii) that the contracting agency will be entirely responsible for execution of this contract in all respects in accordance with the conditions of this contract and shall not assign or sub-let the same.
- (ix) that, if the contracting agency becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract, then, notwithstanding any previous waiver of such default or action being taken under any other clause hereof, the Head of Department of Intellectual Property Appellate Board, Chennai or a person authorized by him may terminate the contract and forfeit the said deposit and recover from the contractor any loss suffered by the Government on account of the contract being terminated.

- (x) that, if any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same, shall be referred to the arbitration of the Head of Department of Intellectual Property Appellate Board, Chennai or, if he is unable or unwilling to act as arbitrator, to the arbitration of any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.
- (xi) that the contracting agency, as a taxable service provider, must have registered GST and obtained Registration No. (15 digits Service Tax Code Number) and would attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans will be serially numbered and shall contain the Name and address of Service Provider, Service Receiver, Description of service, Value of service tax payable thereon.
- (xii) that the contracting agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the Head of Department of Intellectual Property Appellate Board, Chennai or a person authorized by him and the Intellectual Property Appellate Board, Chennai.
- (xiii) that the contractor shall keep the Head of Department, IPAB or any person authorized by him or Intellectual Property Appellate Board, Chennai indemnified against all claims whatsoever in respect of the employees deployed by the contractor and, also that, in case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same and, further that, in case Head of Department, IPAB or any person authorized by him or Intellectual Property Appellate Board, Chennai is made party in any case related to this contract and is supposed to contest the case, the Head of Department, IPAB or any person authorized by him or Intellectual Property Appellate Board, Chennai will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to the Head of Department, IPAB or any person authorized by him or Intellectual Property Appellate Board, Chennai on demand.
- (xiv) that the contractor will ensure that no financial or any other liability comes on Head of Department, IPAB or any person authorized by him or Intellectual Property Appellate Board, Chennai in this respect of any nature whatsoever and shall keep Head of Department, IPAB or any person authorized by him or Intellectual Property Appellate Board, Chennai indemnified in this respect.
- (xv) that the contractor shall further keep the Head of Department, IPAB or any person authorized by him or Intellectual Property Appellate Board, Chennai indemnified against any loss to the Head of Department, IPAB or any person authorized by him or Intellectual Property Appellate Board, Chennai property and assets and, further that, the Head of Department, IPAB or any person authorized by him or Intellectual Property Appellate Board, Chennai shall have right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
- (xvi) that the contracting agency shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the tender document, failing which the same may be terminated and the security deposit will be forfeited and, further, the work may be got done from another agency at the risk and cost of the Contractor.
- (xvii) that, if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of the officer authorized by the Head of Department, IPAB or Intellectual Property Appellate Board, Chennai, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for particular month will be imposed.

(xviii) that the security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the Office of Head of Department, IPAB or Intellectual Property Appellate Board, Chennai on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

Signed by the said contracting agency

In the presence of : -

1st Witness
Address

2nd Witness
Address

Signed for and on behalf of the Head of Department, IPAB Intellectual Property Appellate Board, In the presence of: -

1st Witness
Address

2nd Witness
Address

DATA SECURITY CERTIFICATE

(On Rs. 100/- non-judicial court stamp)

I / We hereby certify that the Intellectual Property Appellate Board, Chennai under the Office of Chairman, Intellectual Property Appellate Board, shall have absolute right on the digital data and output products processed / produced by me / us including any intellectual property rights if any accrued/ to be accrued thereon. I / We shall be responsible for security / safe custody of data during processing. I We also certify that the digital topographical data will not be taken out of the building premises or the vendor's premises (as the case may be) on any media. The original input data supplied to me / us by the Intellectual Property Appellate Board, Chennai or digital data and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of Intellectual Property Appellate Board, Chennai. I / We shall abide by all security and general instructions issued by IPAB from time to time.

I / We also agree that any Intellectual Property Appellate Board, data from my/ our computer system may be deleted in the presence of the observer of Intellectual Property Appellate Board, Chennai after completion of the task.

Signature of the Contracting Agency

Signature of the witnesses

(1)

(2)

FORM OF PERFORMANCE /SECURITY BANK GUARANTEE BOND

In consideration of the Head of Department, Intellectual Property Appellate Board, Chennai, (hereinafter called "IPAB ") having offered to accept the terms and conditions of the proposed agreement between and (Hereinafter call "the said Contractor") for the work _____

_____ (Hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. _____

Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (hereinafter referred to as "the Bank" hereby undertake to pay to the Head of Department, IPAB an amount not exceeding Rs. _____ (Rupees _____ only) on Bank Guarantee/Fixed Deposit drawn in favour of The Deputy Registrar, IPAB Payable at Chennai.

2. We _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the IPAB stating that the amount claimed as required to meet the recoveries due or likely to be due from that the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We, the said bank further undertake to pay the IPAB any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IPAB under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Officer-in-charge on behalf of the IPAB certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, further agree with the IPAB that the IPAB shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and 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 or from time to time any of the powers exercisable by the IPAB against the said contractor(s) and to forbear or enforce any of the terms and 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 Contractor(s) or for any forbearance, act of omission on the part of the IPAB or any indulgence by the IPAB to the said Contractor(s) or by any such matter of 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 Contractor(s).

7. We, lastly undertake not to revoke this guarantee except with the previous consent of the government in writing

8. This guarantee shall be valid up to _____ unless extended on demand by the IPAB Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____ indicate the name of the Bank.

Signature of Authorized Official of the Bank

Name of Official

Designation

Name of the Witness

Stamp/Seal of the Bank

Address of the Witness