BIDDING DOCUMENT

"TENDER FOR ENGAGEMENT OF OUTSOURCING AGENCY FOR UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICES IN TALUK COURT COMPLEXES AT KAMAKHYANAGAR, HINDOL, BHUBAN, PARJANG AND GONDIA, OF DHENKANAL JUDGESHIP."

OFFICE OF THE DISTRICT JUDGE, DHENKANAL AT/P.O./DIST.-DHENKANAL, ODISHA - 759001

IFB NO. 02 Dated 19.07.2024

Bids in sealed cover are invited under two-bid system from reputed and experienced manpower service provider for providing Housekeeping and sanitation services including collection and disposal of waste articles/garbage, Operation and maintenance services of all electrical and mechanical Equipment in the Taluka Court Complexes at Kamakhyanagar, Hindol, Bhuban, Parjang and Gondia, of Dhenkanal judgeship.

The details of the bidding process are as follows:

	Bidding Schedule	Deadline	
1	Date of Issue	19.07.2024	
2	Pre-BidMeetingDate andTime	26.07.2024 (4.30 PM)	
3	Bid Due Date/ Last date for submission of Bid	02.08.2024	
4	Opening of Technical Bid	03.08.2024 (4.15 PM)	
5	Opening of Financial Bid	05.08.2024 (4.15 PM)	

Bidders are required to submit the technical and financial bids separately. The bids in sealed Cover-I containing "**Technical Bid**" and sealed Cover-II containing "**Financial Bid**" should be placed in a third sealed cover superscribed "**Bid for engagement of Outsourcing agency for up-keeping, cleaning and maintenance & electrical services**" must reach the undersigned **on or before Dt.01.08.2024** by **Speed Post/Registered Post/ Courier/** <u>**Drop**</u> **Box**(available in the office of the Registrar Civil Courts, Dhenkanal), only.

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement can be downloaded from the website <u>https://dhenkanal.dcourts.gov.in/india/odisha/Dhenkanal/tender</u>.

Complete address for submission of bid:-

The District Judge, Dhenkanal, District Court Complex, At/P.O./Dist.-Dhenkanal, PIN.: 759001.

Sd/-District Judge, Dhenkanal

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SECTION-I

Instruction to Bidders

A. General Information:

- 1. The District Judge, Dhenkanal, requires the service of reputed, well established, financially sound and registered Service Providers to provide Housekeeping and sanitation services including collection and disposal of waste articles/garbage, Operation and maintenance services of all electrical and mechanical Equipment in the Taluka Court Complexes at Kamakhyanagar, Hindol, Bhuban, Parjang and Gondia of Dhenkanal Judgeship by deploying adequately trained and disciplined man power at Civil Court Complexes of Kamakhyanagar, Hindol, Bhuban, Parjang and Gondia as per the requirement.
- 2. The period of contract for providing the aforesaid service will be for **two years** from the date of effectiveness of the contract. The contract may be extended on a yearly basis on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the service Provider.
- **3.** The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

Eligibility cri	teria :
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SI. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	 The bidder should be registered under appropriate authority, such as Registered under the Companies Act, 2013 Registered under the Indian Partnership Act, 1932 Registered under the Indian Trusts Act 1882 	Certificate of Incorporation/ Registration

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
	 Registered under the Societies Registration Act 1860. Registered under the Limited Liability Partnership Act 2008. NB:- Certificates issued by appropriate and competent authorities of Central/Stae Govt. certifying work experience of similar nature shall also be considered. 	
2	The bidder must have at least five years in business (up to the last date of submission of bid) for providing similar type of services to Central/State Government/Autonomous bodies / agencies / societies / corporate bodies.	Copies of the work order from the previous authorities.
3	The Registered Office / Branch Office of the Service Provider must be located within the jurisdictional area of Odisha.	Valid address proof of the office (Copy of the Telephone / Electricity Bill/ Any other valid document issued by the competent Authority)
4	Must have average annual financial turnover of Rs.1,38,57,742 (twice the estimated cost of the service)during the last five financial years as on Dt.31.03.24	Copies of audited Income/ Expenditure Statement and Balance sheet for the concerned period.
5	Must have its own bank account in any scheduled bank situated in Odisha.	Copies of the pass book and transaction statement for the last 6 month.
6	The agency should not have been blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of this	An undertaking to this effect to be furnished by the bidder as per the prescribed format

S1. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
	RFP	[Form – T2]
7	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Service Provider	An undertaking to this effect to be furnished by the bidder as per the prescribed format. [Form – T3]
8	Other Statutory Documents:	Copies of : • PAN, • GSTIN, • Copies of EPF & ESI Registration Certificate • IT return for the last 3 assessment year

NB:- *Previous satisfactory/successful working experience of the intending bidder agencies in Courts, Law Universities/ Colleges, Judicial Academy and similar other Govt. Offices/ Establishments shall be taken into consideration for evaluation of technical bid.*

B. Submission of Bid :

The proposal complete in all respect as specified must be accompanied with a Non- refundable amount of Rs. 10,000.00/towards Bid Processing Fee in form of Demand Draft in favour of "The Registrar, Civil Courts, Dhenkanal", drawn in any scheduled commercial bank and payable at Dhenkanal, failing which the bid will be out rightly rejected. The proposal should also be accompanied by a Bid Security/EMD in accordance with the FDOM No. 37323/ dtd. 30.11.2018 and its annexures, @ 2% of the Estimated Cost of the Service through Demand Draft in favour of "The Registrar, Civil Courts, Dhenkanal" payable at Dhenkanal. The total tentative estimated cost of the project/service is **Rs. 69,28,871/-** The EMD shall remain valid for a period of 90 days from the date of opening of the bid. The EMD in the form of Demand Draft shall be sealed in an envelope superscribed Earnest Money Deposit (EMD) for (Name of the Tenderer). The EMD should be enclosed along with Technical Bid. EMD of successful Bidders shall be retained till performance security deposit is furnished by the bidder. EMD of unsuccessful bidder/s will be returned within 30 days from the date of award of the contract. The EMD shall be forfeited by the "Client" in the following events.

- a. If proposals withdrawn during the validity period or any extension agreed by the bidder thereof.
- b. If a bidder submits a non-responsive proposal or if any information or document furnished by the bidder turns out to be misleading or untrue in any material respect.
- c. If the proposal is varied or modified in a manner not acceptable to Client after opening of proposal during the validity period or any extension thereof.
- d. If the bidder tries to influence the Client during the evaluation process.
- e. In the case of selected bidder fails within the specified time limit-
 - to accept the LoA; and/or
 - to sign the Service Agreement; and/or
 - to furnish the performance security; and
 - in case the selected bidder having signed the Service Agreement, commits any breach thereof prior to furnishing the performance security.

The bid should be sent through **Speed Post/Registered Post/ Courier/Drop Box**(available in the office of the Registrar Civil Courts, Dhenkanal), so as to reach the authority by **02.08.2024.** The authority will not be responsible for any postal delay. Bids without bid processing fee and Bid Security/EMD as aforesaid shall be rejected. Bids submitted after due date will be summarily rejected.

The bid has been invited under two bid systems i.e Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing **"Technical Bid"(selection of agency for providing up-keeping, cleaning, maintenance & electrical services)** and **"Financial Bid" (selection of agency for providing up-keeping, cleaning, maintenance & electrical services)**. Both such sealed envelopes must be kept in a third sealed envelope super-scribing **"Bid Document- (selection of agency for providing up-keeping, cleaning, maintenance & electrical services)"**.

Selected bidder will have to deposit a Performance Security (10% of the annual contract value) in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of The Registrar, Civil Courts, Dhenkanal as per the prescribed format provided in the tender document at Section - IX for a period of three months beyond the contract period (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. He shall also be required to deposit ISD in the form of **TDR (2%** of the estimated cost of the service) in favour of the TheRegistrar, *Civil Courts, Dhenkanal, drawn in any scheduled commercial bank and* payable at Dhenkanal. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

C. List of Documents for submission

Bidders are required to furnish the following documents along with the Technical Bid:

- a) Covering letter along with power of attorney on the bidder's letter head
- b) Demand Draft in support of Bid processing fee as applicable

- c) Bid Security/EMD in accordance with the FDOM No. 37323/ dtd. 30.11.2018 and its annexures
- d) Copy of Certificate of Incorporation of the firm/ agency
- e) Copy of GSTIN
- f) Copy of PAN
- g) Copies of IT returns for the last three assessment years
- h) Copies of EPF&ESI Registration Number
- i) Copy Bank Account details
- j) Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 years.
- k) Copies of work orders from the previous organizations for providing similar services during last 3years.
- 1) Undertaking regarding non-blacklisting (On stamp paper)
- m) Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)

Any deviation from the prescribed procedures / required information / formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.

All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The technical Bid will be opened on**03.08.2024 at 4.15 PM** in presence of the authorised representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on **05.08.2024at 4.15 PM** in presence of the authorized representatives.

The bid shall be valid for a period of **90 days** from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfilment of the terms and conditions of the bid documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

SECTION-II

SCOPE OF THE WORK

A. HOUSE KEEPING SERVICES (Up-keeping, Cleaning and Maintenance)

- **1.** The broad scope of the work includes:
 - To ensure keeping up of interior furnishing of rooms and ancillary rooms.
 - To ensure cleaning of rooms and toilets of the premises.
 - To ensure cleaning of towels and napkins once in every week.
- **2.** Proper registers/records for the jobs carried out daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the Service Provider and will be counter-signed by the Officer-in-Charge at regular intervals and finally at the end of each month.
- **3.** The required consumables used for the purposes should be provided by the Service Provider and must be of good quality.
- **4.** To ensure maintenance of office interiors and furniture, fixtures and other decorative items.

Detail Scope of Cleaning Services:

The Service Provider (Selected Bidder) shall;

i. perform routine cleaning of the internal and external are as to meet the required service standard;

ii. ensure cleanliness of all common spaces and space inside the location within Project Facility;

iii. perform cleaning and upkeep of exhibits and artifacts, IT &AV equipment's in the project facility as per the directions in Manuals/as per directions of representative of Client;

iv. perform periodic cleaning of glass facades, structure at entrance plaza, external claddings etc. at all heights (internally and externally).While doing such façade cleaning;

a) standard and certified access equipment with appropriate safety devices shall be used;

b) safety measures shall be taken, and helmets and safety belts will be provided to execute the work. Only trained personnel shall be engaged and

work shall be carried out under expert supervision;

c) work shall be executed in such a manner as to cause no inconvenience to the Clients and their regular operation.

v. provide additional housekeeping services as and when required by Client;

vi. deploy equipment for cleaning and shall be responsible for maintaining these at all time. All costs for purchase/repair/spares/ maintenance etc.for these equipment's will be borne by the Service Provider;

vii. be responsible for the safe keeping of these equipment at the project facility and shall not take out these equipment any time during the term of contract other than for repairs. In case such repair stake more than a week, Service Providers hall arrange to provide alternate equipment for the Project Facility;

viii. a dopt a proactive approach to the delivery of this Service. As such, they are required to report immediately any defects, deterioration, or damage to the property at Project Facility as soon as they become aware of such defects in the course of their duties under this Contract;

ix. ensure dusting /cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glasspans etc. to remove debris, stains, cobwebs and marks;

x. ensure thorough cleaning of both sides of internal glass in doors and partitions including frames and sills, and spot cleaning of glass throughout the buildings. Shall also ensure removal of grease marks or finger prints glass counters and partitions windows & structural glazing.

xi. ensure that stairs includingtreads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks;

xii. ensure thorough cleaning of all landings, ramps, stairwells, fire exits, steps, entrances, porches, porticos, balconies, external light fittings etc;

xiii. ensure polishing/vacuum cleaning/ cleaning of floors, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry;

xiv. clean all water tanks and disinfects specially before start of rainy season and as instructed by Client;

xv. periodically clean drinking water sump & overhead tanks;

xvi. ensure regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages;

xvii. ensure cleaning and maintenance of entrances, entrance

lobbies, service are as, parking areas, paving, paths, walkways, driveways, roads, terrace, grounds courtyard sand, outside premises, so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning;

xviii. ensure that the Server Room, Control Room etc. are free from dust, static electricity and are left clinically clean;

xix. see that sticky substances like chewing gums hall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover;

xx. ensure scrubbing & wet mopping of hard finished floors & walls to remove dust, stains and any kind of dirt and to maintain these in highly polished condition as original;

xxi. exercise due and reasonable carev when staff/visitors are still on the premises. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe;

xxii. use jet pressure machine and mechanical sweeping equipment for cleaning of the compounds/ car parks on weekly basis,

xxiii. shall see that all cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering;

xxiv. ensure that stainless steel surfaces must be treated with an appropriate cleaning and polishing agent; and

The house-keeping service to be provided in the building will include maintenance by keeping the entire areas mentioned herein before in totally clean, dust free and hygienic conditions. Any rooms which may not have been mentioned specifically but nevertheless is accessible in the building and is under the control of the Client shall be included. Care shall be taken to ensure that all the floor, walls, ceilings, windows, doors, and other areas are maintained in hygienic & immaculately clean condition.

Detail Scope of Toilets Cleaning Services:

i. All sanitary-ware including sinks, wash hand basins, WC bowls, seats, cistern, covers, hinges, tops, undersides, rims, taps, showers, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be properly cleaned so as to ensure that those are free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.

ii. All mirrors shall be cleaned and washed, and all exhaust fans and vents shall be thoroughly cleaned

iii. Floors should be cleaned to the same standard as other building floors. In addition there should be no evidence of scum, mud, grease, grime, hair, soap, smudges and scale and the floors must be disinfected.

iv. Paper bins would be cleaned and sanitized. All wash room dustbins would be thoroughly cleaned and sanitized. Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfect shall be ensured.

v. Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears. Naphthalene balls/ urinal cubes should be replaced regularly as per requirement.

vi. Odour quality shall be checked and air-fresheners and deodorizers shall be used.

vii. Shall make regular checking of all sanitary fixtures, supply lines, valves, taps, floats of cleaning of toilet and in case of any leakage or malfunctioning thereof to report about it to the Judge-in-Charge, Nizarat, for rectification of the same.

viii. All toilets should be kept fully stocked with supplies and should be made available at all times.

ix. Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.

List of Consumables to be used by the selected bidder/ Service Provider for House Keeping/ Cleaning Services:

The tentative list of the consumables to be used at facility is as below. However, the exhaustive list of consumables is to be provided by the Service Provider in his proposal. The Service Provider shall use consumables of the reputed brands as per the requirement and direction of the Client. The tentative list of consumables areas follows:

- i. Phenyl (to be used for housekeeping/cleaning)
- ii. Room Spray (Premium)
- iii. Auto Spray- Air Refresher
- iv. Naphthalene Balls
- v. Sodium Hypochlorite
- vi. Brasso

- vii. (Bathroom Cleaner)
- viii. (Glass Cleaner/Colin)
- ix. (Furniture Cleaner)
- x. R6 (Toilet Cleaner)
- xi. D-7 (Stainless Steel Polish)
- xii. Bleaching Powder
- xiii. Garbage Bag
- xiv. Hit/ Baygon/ Mortein Spray
- xv. Binliners
- xvi. Odonil/toilet fragrance/ toilet freshner
- xvii. Flushmatic/toilet rim cube/ toilet splash
- xviii.UrinalCubes
- xix.Hand Wash Liquid
- xx. ToiletRollPaper
- xxi. Tissue Box premierfor cabinuse
- xxii. HandTowel-TissuePaper-C-Fold
- xxiii.Dettol Antiseptic

Other Guidelines For House Keeping and Cleaning Services

- Cleaning, sweeping, mopping and wiping of floors, staircase with phenyl, on daily basis or as required by Officer-in-Charge. Cleaning activity shall start in the morning at 7.00 A.M (5.30 AM during morning sitting of the Courts) so as to complete all the dusting/cleaning/mopping work before 9.00A.M (6.45 AM during morning sitting of the Courts).
- **2.** Thorough cleaning of all toilets using required detergents by putting naphthalene balls and air purifier in all urinals, wash basins.
- **3.** Cleaning of general toilets at least thrice daily (at 8.30 AM, 12.00 Noon and 3.30 P.M during day sitting of the Courts AND at 5.30 AM, 9.00 AM and 11.30 AM during morning sitting of the Courts) with phenyl and detergent etc. and maintain the toilet floors dry during office hours. Cleaning of windows and window slits of all toilets to be done regularly. Wash basins, urinals are to be cleaned with suitable detergents. Flushing system of all toilets is to be checked at regular interval every day. Naphthalene balls, air purifier and liquid soap and paper rolls are to be provided by the Service provider regularly to ensure

continuous availability of these materials in requisite containers. A duty chart must be maintained by the Service Provider which shall contain the regular attendance of the personnel engaged in cleaning works.

- **4.** Cleaning of attached toilets with phenyl, removing all dust and unwanted materials, keeping dry, cleaning of window sills once in a day. Naphthalene balls air purifier; toilet rolls/paper rolls and liquid soap are to be provided by the service provider regularly to ensure continuous availability of these materials in requisite containers.
- **5.** Cleaning of office working areas, removing dust from floors, windows, doors, furniture, fixtures, telephones, cupboards, air conditioners, filing Almirah, cabinets, glass panes, computers etc. with dry/wet duster and or with suitable cleaning equipment, mopping of floors with phenyl.
- **6.** Collection of waste paper from rooms, waste paper baskets, lobbies and putting in bags at the specified location daily at 9 A.M (6.30 AM during morning sitting of the Courts).
- **7.** Any chair, trash receptacles, and easily moveable items, shall be moved to vacuum underneath, and then the same be replaced in the original position.
- **8.** Cleaning gulley trap and manholes within and surrounding of premises as and when required.
- **9.** Lifting, carrying and disposing the dead birds, animals, rats, insects etc. if found in and around the office building.
- 10. Removal of beehives and cobwebs/honey webs from the office building and its premises and cleaning and sweeping of open area including balconies and roof tops.
- 11. Garbage Containers/ Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- **12.** Service provider shall collect the waste papers, empty the garbage drums, waste paper baskets and arrange to carry away from the premises to the common garbage dump.
- 13. Service Provider shall be responsible for arranging the transport and in consultation with Client, shall identify the area / frequency for garbage disposal. Proper waste disposal system shall be adopted and collection points shall be defined.
- **14.** Renovation Debris is to be stored at designated space at designated area.

- **15.** The Service provider shall also be responsible for pest control in the office and shall carry out the adequate measures minimum once in a month. The insecticides and pesticides should be sufficient enough to take care of Rats, Mosquitoes, Fly, Cockroaches, Ants, Silverfish, Spiders, ticks, termites, crickets, other crawling insects in rooms etc. The Service Provider shall be responsible for ensuring that the disinfectants, insecticides and pesticides used for rendering the services shall be of ISI mark, and safe, having low toxic levels, duly approved by WHO and Central Insecticide Board. In case the pest control is ineffective the firm shall have to carry out operation more than once in a month.
- **16.** The Service provider should possess or procure required safety gadgets and other material for smooth services.

B. ELECTRICAL SERVICES

The service provider shall;

1) provide necessary support with regard to the DG sets installed at the project sites, as detailed herein below;

a. operation. Start and stop their functioning as per the requirement, or as per the schedule that will be given to it by the client;

b. checking of general functioning and observe noise and vibration levels;

- c. shall carry out day to day minor maintenance work, which includes;
 - i) battery check,
 - ii) specific gravity check,
 - iii) oil level and temperature check,
 - iv) fuel leakage check,
 - v) oil pressure check,
 - vi) voltage and current check,
 - vii) monitoring of cable terminal and AMF panel, and
 - vii) routine preventive maintenance.
- d. rectify minor defects which does not involve replacement of major

and expensive parts, or a complicated engineering expertise; and

e. promptly report about major defects/abnormalities in performance, or malfunctioning of such DG sets.

2) provide routine CC TV Maintenance, i.e. extend maintenance for the C.C. T.V. set up. This shall include daily checking and monitoring of the CC TV system, cable connection, network and preventive maintenance of CC T.V cameras, HDMI cables, Hard Drive, as well as minor repairing and replacement (if required) of P-click, BNC PIN and DC.

3) provide routine maintenance of air conditioners installed in the project site. It shall ensure that the ACs installed in different offices, chambers and halls are kept clean and dust free. It shall make regular visual inspection of all such ACs so as to rectify minor defects, and shall report about unhealthy systems, abnormalities in performance or malfunctioning, if any, requiring change of major/valuable parts, to the Judge-in-Charge, Nizarat, of the Court without any delay, for taking of necessary action by him/her.

4) ensure;

i) daily operation of all electrical power system,

ii) minor maintenance and replacement of fuse, tube lights, bulbs, minor wirings, etc,

iii) switching on pumps for filing water in tank,

iv) attending to power breakdowns in case of internal faults,

 v) attending to complaints regarding non-functioning of the ACs and to report/rectify the defects in order to make the air conditioners functional at the earliest possible,

vi) preventive maintenance of power panels, maintenance of all accessories, light fixtures, power points, replacement of spares (minor), and periodic checking of electrical fittings,

vii) cleaning of all panels, switch gears controls on regular basis,

viii) daily checking of all light fixtures, points, bulbs and power sockets, wiring, and changing the defective ones,

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ix) checking of all the switches of standby equipment and ensure that all are in operating condition,

x) regular checking of all electrical panel, distribution boards and other electrical fixtures, and to report/rectify any such abnormalities in performance or malfunctioning, if noticed, within a reasonable period,

xi) to inspect and clean contacts, if necessary, and check connection of motors, switch boards, equipment, etc. on routine basis,

xii) to check and correct operations of all safety circuits and equipment,

xiii) to carry out preventive maintenance to ensure minimum breakdown,

xiv) to prepare inventory of spares (minor/routine) and ensure that critical spares are always available,

xv) to prepare log sheets for routine maintenance as per O&M manuals of different electrical equipment, and ensure that the instruction of such manuals are strictly followed for efficient and safe working of all such equipment,

xvi) to thoroughly clean all electrical fixture and appliances, including insect killing device, if any, and

xvii) to attend all service calls and breakdown within the minimum possible time period.

SECTION -III

<u>Schedule of Requirement</u> :

Tentative requirement of Manpower / Machinery to be deployed for the proposed services (Project/ Court Complex Wise) given here as under :-

Project Specification: Civil Courts Complex, Kamakhyanagar		
Description	Quantity (Unit)	
Total Super built-up Area	20,838 Sq ft	
Total Carpet Area	18,514 Sq ft	
Common Area	7,158.91 Sq ft	
Parking Area	675.86 Sq ft	
Structural Glazing	Nil	
Aluminium Composite Panel	Nil	
Aluminium Windows	Nil	
Drinking Water Sump (Capacity)	Nil	
Over Head Tank for drinking water	10 Nos. (total 20000 Litres)	
(Capacity)		
Number of Toilets : -	11 Nos. having Non-glazed	
Toilets	ceramic tiles floor & Wall	
	with P.H. fittings & fixtures	
Type of Flooring		
Please provide detail information	Vitrified & Ceramic Tile	
regarding flooring texture and coverage	flooring	
D.G. Room with details of Machineries	DG Room: Nil (Temporary	
	sheds)	
	DG set: 3 Nos.	
	1 No. of 5 KV	
	1 No. of 10 KV	
	1 No. of 250 KV	
Pump House with details of	Nil	
Machineries		
Substation yard Area	8 x 8 Sq.ft, 250 KV	
Signage Board	15 Nos.	
A/C Systems with detail specification	42 Nos. of Split A.C	
· - •	(Capacity: 1.5 ton each)	
Any other relevant information in	3 entry and 3 exit gates are	
respect of the project location	there	

I. Project-I Civil Court Complex, Kamakhyanagar

Note: Area variation is \pm 10 %.

	A) Electrical MaintenanceQty		
1	Supervisor	-	
2	Electrician/Wireman (Semi skilled)	1	
3	Helper/Khallasi	-	
	B) HOUSEKEEPING SERVICE AND GENERAL	Qty	
1	Manager- cum-Supervisor (Semi Skilled)	1	
2	Housekeepers (Unskilled)	6	

Project-II Civil Court Complex, Hindol:

Project Specification: Civil Court Complex, Hindol		
Description	Quantity (Unit)	
Total Super built-up Area	9715 sq.ft	
Total Carpet Area	648 sq.ft	
Common Area (CC floor)	3080 Sq ft.	
Parking Area	2508 Sq. ft	
Aluminum Composite Panel	339.39 sq ft	
Aluminum Windows	300.50 Sq ft.	
Over Head Tank for drinking water	1 No. (1000 Litre)	
(Capacity)		
Number of Toilets : -	07 Nos. having Non-glazed	
Toilets	ceramic tiles floor & Wall	
	with P.H. fittings & fixtures.	
Type of Flooring	Vitrified flooring	
[Please provide detail information	(3096.27 Sq ft)	
regarding flooring texture and coverage]	Chequired Tile (468.45 Sq ft)	
	Glazed Tile (118.80 Sq ft)	
D.G. Room with details of Machineries	1 No. of 174.96 Sq ft	
	DG set:1 No. (5 K V)	
Pump House with details of Machineries	1 room of 16 Sqft.	
	Motor Pump (submersible):	
	1 No.	
Substation yard Area	64 Sq.ft.,	
	63 KVA	
Signage Board	5 Nos.	
A/C Systems with detail specification	10 Nos. of Split up A.C	
	(1.5 Ton each)	
Any other relevant information in	-	
respect of the project location		

Note: Area variation is \pm 10 %.

A) Electrical Maintenance Qty		
1	Supervisor	-
2	Electrician/Wireman (Semi Skilled)	1
3	Helper/Khallasi	-
B) HO	USEKEEPING SERVICE AND GENERAL	Qty
1	Manager-cum- Supervisor(Semi Skilled)	1
2	Housekeepers (Unskilled)	4

PROJECT-III Civil Court Complex, Bhuban

Project Specification Civil Court Complex, Bhuban		
Description	Quantity (Unit)	
Total Super built-up Area	20,838 sqft	
Total Carpet Area	11,080sqft	
Common Area	7,158.91 Sq ft.	
Parking Area	677.86 Sq. ft	
Aluminium Windows/Door	Nil	
Over Head Tank for drinking water (Capacity)	10 Nos. (2000 litres each) Total 20000 litres	
Number of Toilets : -	11 Nos. having Non-	
Toilets	glazed ceramic tiles floor	
	& Wall with P.H. fittings	
	& fixtures.	
Type of Flooring		
[Please provide detail information regarding		
flooring texture and coverage]	Ceramic Tile flooring	
D.G. Room with details of Machineries		
	DG set: 1 No.(10 KVA)	
Substation yard Area	-	
Signage Board	8 Nos.	
A/C Systems with detail specification	7 Split Acs Nos.(1.5 Ton	
	each)	
Any other relevant information in respect of	-	
the project location		

Note: Area variation is \pm 10 %.

A) ElectricalMaintenanceQty		
1	Supervisor	-
2	Electrician/Wireman (Semi Skilled)	1
3	Helper/Khallasi	-
I	B) HOUSEKEEPING SERVICE	Qty
1	Manager-cum-Supervisor (Semi Skilled)	1
2	Housekeepers(Unskilled)	5

Project-IV Civil Court Complex, Parjang:

Project Specification: Civil Court Complex, Parjang				
Description	Quantity			
	(Unit)			
Total Super built-up Area	12,994.96 Sqft			
Total built-up Area	432.61 Sqmt			
Total Carpet Area	3094.14 sq ft			
Common Area	484.42 sq ft			
Aluminium Composite Panel	-			
Aluminium Windows	-			
Drinking Water Sump (Capacity)	-			
Over Head Tank for drinking water	1 No. (1000 Litres)			
(Capacity)				
Number of Toilets : -	3 Nos. having Non-			
Toilets	glazed ceramic tiles			
	floor & Wall with			
	P.H. fittings &			
	fixtures.			
Type of Flooring				
[Please provide detail information	Vitrified tile flooring			
regarding flooring texture and coverage]				
D.G. Room with details of Machineries	1 No. (203.36 Sq ft)			
	DG set: 1 No.(10 KV)			
Pump House with details of Machineries	-			
Substation yard Area	-			
Signage Board	5 No.			
A/C Systems with detail specification	7 Nos. of Split A.C			
Any other relevant information in respect	-			
of the project location				

Note: Area variation is \pm 10 %.

	<u>A) ElectricalMaintenance</u>	Qty
1	Supervisor	-
2	Electrician/Wireman (Semi Skilled)	1
3	Helper/Khallasi	-
	B) HOUSEKEEPING SERVICE AND GENERAL	Qty
1	Manager-cum-Supervisor (Semi Skilled)	1
2	Housekeepers (Unskilled)	4

Project-V Civil Court Complex, Gondia:

Project Specification: Civil Court Complex, Gondia				
Description	Quantity (Unit)			
Total Super built-up Area	2940 sqft			
Total Carpet Area	2326 sqft			
Common Area	420 sqft			
Parking Area	1210.50 Sqft			
Aluminium Composite Panel	231.85 sqft			
Aluminium Windows	4 Nos.			
Over Head Tank for drinking water	1 No.(1000 liters)			
(Capacity)				
Number of Toilets : -	4 Nos. having Non-			
Toilets	glazed ceramic tiles floor			
	& Wall with P.H. fittings			
	& fixtures.			
Type of Flooring	2088 sqft A.S. Flooring			
[Please provide detail information	and 201.89 sqft Tile			
regarding flooring texture and coverage]	flooring			
Pump House with details of Machineries	No separate pump			
	house			
	Motor Pump: 1 No.			
Signage Board	5 No.			
A/C Systems with detail specification	6 Nos. of Split A.C.			
Any other relevant information in respect	-			
of the project location				

Note: Area variation is \pm 10 %.

	A) ElectricalMaintenance Qty				
1	Supervisor	-			
2	Electrician/Wireman (Semi Skilled)	1			
3	Helper/Khallasi -				
	B) HOUSEKEEPING SERVICE	Qty			
1	Manager-cum-Supervisor (Semi Skilled)	1			
2	Housekeepers (Unskilled)	3			

[NB: All the scopes are tentative & can be modified as per the requirement of the tender inviting authority. Strike out the service which is not required for the purpose]

SECTION – IV

GENERAL TERMS AND CONDITIONS

- 1. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
- 2. The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above 18 years of age and not exceeding 45 years and physically sound to perform the duties.
- **3.** The Service Provider will be overall responsible for the manpower deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
- **4.** The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
- **5.** The Service provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
- **6.** Service Provider shall maintain complete official records of disbursement of wages/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
- 7. The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
- **8.** The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.

- **9.** The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
- **10.** The Service provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
- **11.** The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
- **12.** The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any man power while performing/discharging their duties/ for inspection or otherwise.
- **13.** In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
- 14. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
- 15. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service provider is liable to provide the suitable replacement within 3 working days.
- 16. In case of delay in providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
- **17.** There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
- **18.** The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation. Sub-contracting is not allowed under this agreement.
- **19.** The Services Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.

- **20.** The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
- **21.** In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of Administrative Departments.
- **22.** In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1 month prior notice to the Service Provider.
- **23.** The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
- **24.** The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- **25.** In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- **26.** All disputes shall be under the jurisdiction of the courts at **Dhenkanal**.
- **27.** The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
- **28.** The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
- **29.** The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis- representation of documents/ information, leads to termination of agreement.

SECTION - V

<u>TECHNICAL BID</u> <u>COVERING LETTER</u> (BIDDER LETTER HEAD)

[Location, Date]

То

The District Judge, Dhenkanal

Sub : Tender for Outsourcing of [Insert Name of the Service] at [Insert Name of the Office / Location] [Technical Proposal]

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for [Insert Name of the Service] in accordance with your Tender Notice No.: ______, Dated______. We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to <u>90 Days</u> and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation:	
Address of the Bidder:	

1	Name of the Bidder	
1	Mame of the Bluder	
2.	Details of Bid Processing	DD No.:
	Fee and Earnest Money	
	Deposit: (Demand Draft Details)	Date:
		Amount (Rs.)
	-	Drawn on Bank:
		Diawii oli Dalik.
3.	Name of the Director /	
4.	Full Address of	Postal Address:
	Registered	
	Office	Telephone No.:
	-	FAX No.:
		E-Mail Address:
5.	Name &telephone	Name and Designation:
	number of	C
	the authorized person	Mobile Number:
	signing the bid	
6.	Bank Name	Account Number:
	_	
		Bank and Branch
		Name:
		IFSC Code
7.	PAN No.	
	(Attach self attested copy)	
8.	GSTIN	
	Attach self attested copy.)	
9.	E.P.F. Registration No.	
	(Attach self attested	
	copy.)	
10.	E.S.I. Registration No.	
	(Attach self attested	
	copy.)	

11.	Acceptance to all the	
	terms & conditions of	
	the tender (Yes/No).	
12.	Power of Attorney /	
	authorization letter for	
	signing the of the bid	
	documents	
13.	Please submit an	
	undertaking that no	
	criminal case is	
	pending with the police	
	at the time of	
	submission of bid.	
14.	Kindly mention the	
	total number of pages	
	in the tender	
	document.	

15. Financial Turnover of the bidder for the last 5 financial years.(*)

Financial Year *	Turn Over Amount (In INR)	Average Turnover (in INR]
FY1		
FY2		
FY3		
FY4		
FY5		

*from the date of issue of tender

16. Details of the similar type service provided by the bidder in last 5 years:

		Name of	Name of Services		Duration	
S1. No.	Period	Authority with Complete Address & Fax no	provided with details of manpower /machinery deployed	Contract Amount (in INR)	From	То
1						
2						
3						
4						

17. Declaration

I, Shri	Son/Daughter/Wife		of	Shri
		,	Proprietor/	Director/
Authorized signatory of	f] (I	Name of the
				_

Service Provider), competent to sign this declaration and execute this tender;

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

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

(Signature of Authorised Representative with seal)

Place: Date:

Enclosures:

- 1. Bid Processing Fee in the form of Demand Draft in original
- 2. EMD in the form of Demand Draft in original
- 3. Copy of tender document (each page must be signed and sealed)
- 4. Duly filled Technical Bid and Financial Bid
- 5. List of Documents as applicable

FORM-T2

UNDERTAKING

[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]

I, hereby undertake that, our organisation has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory : Name of the Bidder and Address :

FORM-T3

UNDERTAKING

[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory: Name of the Bidder and Address:

TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. Least Cost Selection Method will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the lowest and competitive evaluated bid price.

SECTION - VI

FINANCIAL BID

COVERING LETTER (BIDDER LETTER HEAD)

[Location, Date]

То

The District Judge, Dhenkanal

Sub : Tender for Outsourcing of up-keeping, cleaning, maintenance & electrical services in Taluk Court Complexes at Kamakhyanagar, Hindol, Bhuban, Parjang and Gondia of Dhenkanal Judgeship. [Financial Proposal]

Sir,

I, the undersigned, offer to provide the services for [Insert title of the Service] in accordance with your Tender No._____, Dated: ______. Our attached financial price is [Insert amount(s) in words and figures] for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of <u>90 days</u>. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorized Signatory

[In full and initials] Name and Designation of Signatory with Date and Seal :

Address of the Bidder :

NB: In addition to their consolidated bid amount, the bidders are also requested to mention the project wise calculations (in a separate sheet) for convenience of the client in maintaining accounts and records in future.

<u>(FORM –F1)</u> (Administrative Charge)

Manpowe	r Details:				
No.	Category of Manpower	Requirement	Cost per Unit in INR(Inclusive of remuneration and all statutory dues)	GST as (applicable)	Total
A C T	al (Mannau		NID		
A. Sub 100 Equipmen		er Cost) in II	NK		
Sl.	Description	Requiremen	t Cost per	GST (as	Total
No.	of Equipment		Unit in INR	applicable)	in INR
D 0-1 0-4	-1 (1)				
		ent Cost) in l ng Material De			
S1. No.	Description			GST (as applicable)	Total in INR
C. Sub Tot	al (Consuma	able Cost) in	INR		
D. Total in I	1				
	harges @				
	ninistrative C				

- Bidder with lowest evaluated competitive administrative charges for the required service will be awarded with contract.
- The bids with "Nil" or very abnormally low quoted service charges will be treated as "Non responsive" and will be rejected during the financial evaluation stage.

Place: Date:

(Sign and Seal of Authorised Representative)

NB:- Bidders are requested to quote other details, if any, which has not been included in the above list, and which they think to be necessary, keeping in view the nature and scope of the services.

SECTION - VII

BID SUBMISSION CHECK LIST

S1. No.	Description	Submitted (Yes/No)	Page No.
	TECHNICAL BID (ORIGINAL)		
1	Covering Letter in Bidders Letter Head		
2	Bid Processing Fee		
3	EMD		
4	Copy of Incorporation / Registration Certificate		
F	of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of Income Tax Clearance Certificate for the last three Assessment years		
8	Copy of Valid EPF & ESI Certificate		
9	Copy of valid PSARA Licence (in case of		
	Security Services)/Labour license		
10	TECHNICAL BID duly filled in (Covering		
	Letter, FORM- TI, T2 and T3)		
11	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 5 years		
12	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
13	List of completed / on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective assignments from the authorities		
14	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the recent past. (FORM- T2)		
15	Undertaking for not having any police case pending against the bidder (FORM- T3)		
	FINANCIAL BID (ORIGINAL)		
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid (FORM- F1)		

It is to be ensured that:

- All information has been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
- All pages of the proposal needs to be sealed and signed by the authorized representative.
 Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal:

<u>SECTION – VIII</u> SERVICE AGREEMENT

(To be made on Rs. 100.00 Non Judicial Stamp Paper)

This SERVICE AGREEMENT is made on			betv	_ between,	
	(hereinafter	called	as	the	
"Authority") of the 1 st Part and	·			its	
principal place of business at					
(hereinafter called the "Service Provid	er") of the 2 nd H	Part.			

WHEREAS

- (a) the "Service Provider", having represented to the "Authority" that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No:_____, Dated: ______ issued by the Authority;
- (b) the "**Authority**" has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Appendix A: The General Conditions of Contract;

Appendix B: The Scope of Work;

Appendix C: Contract Price and Payment Term;

- 2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular :
 - (a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
 - (b) The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Client and in consideration of the Certificate of Satisfactory Performance of Services Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

3. Mode of Payment

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the Service performed by the service provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7days of the signing of the contract.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

4. Now this agreement witnesses as below:-

- a) That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide manpower resources to be engaged in Taluka Court Complexes at Kamakhyanagar, Hindol, Bhuban, Parjang and Gondia of Dhenkanal Judgeship in conformity with the provisions of the terms and conditions of the contract.
- **b)** That the "**Authority**" hereby further agrees to pay the "**Service Provider**" the contract price at the time and in the manner prescribed in the said terms and conditions.
- c) Financial limit under this Contract varies with changes in statutory dues and government taxes as applicable from time to time.
- **d)** That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
- e) That this agreement is valid up to _____

For and on behalf of [Tender Inviting Authority]

Witness 1:

Witness 2:

For and on behalf of **[SERVICE PROVIDER]**

[Name and Designation of the Representative with seal]

Witness 1:

Witness 2:

PERFORMANCE BANK GUARANTEE FORMAT

То

NAME & ADDRESS OF THE TENDER INVITING AUTHORITY

WHEREAS_________(Name and address of the Service Provider) (hereinafter called "the Service Provider) has undertaken, in pursuance of Contract No.______ dated ______ to undertake the service (description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by _____(Name of the Authority) in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to of the Service Provider on behalf up to а total of you, (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the _____ day of _____ year. Our branch at ______ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our ______ branch a written claim or demand and received by us at our ______ branch on or before Dt______ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.