

BIDDING DOCUMENT

Member, 2nd MACT(SD), Berhampur

Tender Notice No. 01 dt. 01.07.2024

TENDER FOR ENGAGEMENT OF THREE NUMBERS OF
PEONS ON DAILY WAGE BASIS
AT
Member, 2nd MACT(SD), Berhampur

TENDER NOTICE

Bid Reference No.**01**

Dated **01.07.2024**

Bids in sealed cover are invited under two-bid system from reputed and experienced manpower service provider for providing ENGAGEMENT OF THREE NUMBERS OF PEONS ON DAILY WAGE BASIS at 2nd MACT Berhampur. The details of the bidding process are as follows:

Sl. No	Bidding Schedule	Deadline
1	Date of Issue	02.07.2024
2	Bid Due Date and Time	18.07.2024
3	Opening of Technical Bid	20.07.2024
4	Opening and Financial Bid	29.07.2024

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 super-scribed “Bid for Outsourcing of “**ENGAGEMENT OF THREE NUMBERS OF PEONS ON DAILY WAGE BASIS SERVICES**” must reach the undersigned on or before 18.07.2024 by *Speed Post/Registered Post/ Courier* 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 <https://ganjam.dcourts.gov.in>.

Complete address for submission of bid

The Member, 2nd MACT(SD), Berhampur, Ganjam

Name and Designation of the Authority

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SECTION-I

Instruction to Bidders

A. General Information:

1. The Member, 2nd MACT(SD), Berhampur, Ganjam requires the service of reputed, well established, financially sound and registered Service Providers to provide **ENGAGEMENT OF THREE NUMBERS OF PEONS ON DAILY WAGE BASIS SERVICES** by deploying adequately disciplined man power at 2nd MACT Court, Berhampur.

2. The period of contract for providing the aforesaid service **will be 1 year** from the date of effectiveness of the contract. The contract may be extended for a period, not exceeding the original duration of the contract 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 criteria :

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	<p>The bidder should be registered under appropriate authority, such as</p> <ul style="list-style-type: none">• Registered under the Companies Act 2013• Registered under the Indian Partnership Act 1932• Registered under the Indian Trusts Act 1882• Registered under the Societies Registration Act 1860.• Registered under the Limited Liability Partnership Act 2008.	Certificate of Incorporation/Registration

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
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)
4	Must have average annual financial turnover of Rs.10,00,000/- during the last five financial years as on Dt. 31.03.2024 <i>[The average annual financial turnover should be twice the estimated cost of the service]</i>	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 RFP	An undertaking to this effect to be furnished by the bidder as per the prescribed format [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 : <ul style="list-style-type: none"> • PAN, • GSTIN, • Copies of EPF & ESI Registration Certificate • IT return for the last 3 assessment year • Valid License under PSARA (Private Security Agencies Regulation Act.2005)<i>(In case of Security Services)</i>

B. Submission of Bid :

The proposal complete in all respect as specified must be accompanied with a Non- refundable amount **Rs.500/- (Rupees Five Hundred) only** towards **Bid Processing Fee** and EMD of **Rs.7,200/- (Rupees Seven Thousand Two Hundred) only [2% of the estimated cost of the service]** in form of **Demand Draft & Bank Guarantee respectively** in favour of **The Member, 2nd MACT(SD), Berhampur, Ganjam** drawn in any scheduled commercial bank and payable at Berhampur failing which the bid will be out rightly rejected. The bid should be sent through Speed Post/Registered Post/ Courier so as to reach the authority by 18.07.2024.

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

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**” (name of the service) and “**Financial Bid**” (name of the service). Both sealed envelopes must be kept in a third sealed envelope super-scribing “Bid Document- (name of the service)

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 Member, 2nd MACT(SD), Berhampur** 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 within thirty days of receipt of intimation. 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) Bank Guarantee in support of EMD as applicable.
- 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 of valid license under PSARA Act, 2005(in case of Security Service)
- j) Copy Bank Account details
- k) Copies of the Income/Expenditure statements along with Balance Sheet for the last 3 years.
- l) Copies of work orders from the previous organizations for providing services during last 3years.
- m) Undertaking regarding non-blacklisting (On stamp paper)
- n) 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 *20.07.2024 around 4.05 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 *29.07.2024 around 4.05 PM* in presence of the authorized representatives.

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

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. SWEEPING AND CLEANING / HOUSE KEEPING SERVICES

1. The broad scope of the work includes:
 - To ensure keeping up of Court rooms and ancillary rooms.
 - To ensure cleaning of rooms and toilets of the premises.
 - To ensure cleaning of towels and napkins, equipment, computer and peripherals etc.
2. Thorough cleaning of all toilets and wash basins.
3. Cleaning of attached toilets, cleaning of window sills.
4. Cleaning of office working areas, removing dust from floors, windows, doors, furniture, fixtures, telephones, cupboards, air conditioners, filing Almira, cabinets, glass panes, computers etc.
5. Collection of waste paper from rooms, waste paper baskets, lobbies and putting in bags at the specified location.
6. 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, Cockroach, crawling insects in rooms etc. The insecticide and pesticide sprayed should be of ISI mark and in case the pest control is ineffective the firm shall have to carry out operation more than once in a month.
7. Proper registers/records for the jobs carried out on monthly basis will be maintained by the Service Provider and will be counter-signed by the Officer-in-Charge at regular intervals and finally at the end of each month.

SECTION-III

Schedule of Requirement:

Tentative requirement of Manpower / Machinery to be deployed for the proposed services given here as under:

Sl. No.	Description	Requirement
Manpower		
1	Peon	03 nos.
Machinery		
1	Equipments required for upkeeping of Office & Court premises, cleaning & maintenance and mopping	As per requirement

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 40 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 wage s/ 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 court at *Berhampur*.
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. Misrepresentation of documents/ information, leads to termination of agreement.

SECTION - V

TECHNICAL BID

COVERING LETTER
(BIDDER LETTER HEAD)

[Location, Date]

To

**[Name and Designation of
Tender Inviting Authority]
[Office Address and Location]**

**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 **90 Days** 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: _____

(FORM - T1)

1.	Name of the Bidder	
2.	Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft Details)	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
3.	Name of the Director /	
4.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
5.	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
6.	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code
8.	PAN No. (Attach self attested copy)	
9.	<u>GSTIN</u> (Attach self attested copy.)	
10.	E.P.F. Registration No. (Attach self attested copy.)	
11.	E.S.I. Registration No. (Attach self attested copy.) Attach attested copy)	
12.	PSARA Licence No. & Valid up to (Applicable In case of Security Services)	

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

17. 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*

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

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

19. Declaration

I, Shri Son/Daughter/Wife of Shri _____,
Proprietor/ Director/ Authorized signatory of _____
(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 Bank Guarantee 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]

To

**[Name and Designation of
Tender Inviting Authority]
[Office Address and Location]**

**Sub : Tender for Outsourcing of [Insert Name of the Service] at [Insert Name of the
Office / Location] [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 **90 days**. 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 :

(FORM -F1)

(Administrative Charge)

Manpower Details:					
Sl. No.	Category of Manpower	Requirement	Cost per Unit in INR(Inclusive of remuneration and all statutory dues)	GST as (applicable)	Total
1					
2					
3					
A. Sub Total (Manpower Cost) in INR					
Equipment Details					
Sl. No.	Description of Equipment	Requirement	Cost per Unit in INR	GST (as applicable)	Total in INR
1					
2					
3					
B. Sub Total (Equipment Cost) in INR					
Consumables / Recurring Material Details					
Sl. No.	Description	Requirement	Cost per Unit in INR	GST (as applicable)	Total in INR
1					
2					
3					
C. Sub Total (Consumable Cost) in INR					
D. Total in INR (A+B+C)					
E. Service Charges @					
F. Total Administrative Charges (D+E)					

- *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)

SECTION - VII

BID SUBMISSION CHECK LIST

Sl. 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 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- T1, 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: _____

SECTION - VIII

SERVICE AGREEMENT

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

This **SERVICE AGREEMENT** is made on _____ between, _____ (hereinafter called as the “**Authority**”) of the 1st Part and _____ its principal place of business at _____ (hereinafter called the “**Service Provider**”) of the 2nd 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 7 days 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 the [Insert the location] 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:

SECTION – IX

PERFORMANCE BANK GUARANTEE FORMAT

To

**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 you, on behalf of the Service Provider up to a total of _____ (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.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank & Branch