

ADVERTISEMENT

Dr. Babasaheb Ambedkar Research & Training Institute (BARTI) Pune 28 Queens Garden, Near Circuit House, Camp, Pune 411001 Telephone No.020-26362076/2633595
(An Autonomous Institute of Social Justice and Special Assistance Department, Govt. of Maharashtra)

“E-TENDER DETAILED NOTICE No: BARTI/MANPOWER/03/2014-15

Offers by way of ‘e’ – tendering in **two bid systems** are invited by the Director General of Dr. Babasaheb Ambedkar Research and Training Institute (BARTI), An Autonomous Institute of Social Justice Department, Govt. of Maharashtra from eligible contractors for following works. The cost put to tender, EMD, Cost of Blank tender document and time limit etc. are stated below.

Name of Work	Cost of Bid document (Rs.)	Bid Security (EMD) (Rs.)
Providing Manpower Management Services at Various offices of BARTI Pune	Rs 1000/-	Rs 10,000/-

Schedule

Seq No	SWD Stage	Vendor Stage	Start Date & Time	Expiry Date & Time	Envelopes
1	Release Tender	-	12-06-2014 10:00	19-06-2014 10:00	-
2	-	Tender Download	19-06-2014 10:01	30-06-2014 17:45	Commercial Envelope C1, Technical Envelope T1
3	-	Bid Preparation	19-06-2014 10:01	04-07-2014 13:00	Commercial Envelope C1, Technical Envelope T1
4	Close For Technical Bid	-	04-07-2014 13:01	04-07-2014 15:00	Technical Envelope T1
5	Close For Price Bid	-	04-07-2014 13:01	04-07-2014 15:00	Commercial Envelope C1
6	-	Bid Submission	04-07-2014 15:01	07-07-2014 16:00	Commercial Envelope C1, Technical Envelope T1
7	Technical Bid Opening	-	07-07-2014 16:01	10-07-2014 17:45	Technical Envelope T1
8	Price Bid Opening	-	07-07-2014 16:01	10-07-2014 17:45	Commercial Envelope C1

- Joint Venture Consortium is not permitted.
- The Bid documents are available on website <https://maharashtra.etenders.in>
<https://swd.maharashtra.etenders.in>
- The interested bidders will have to get registered to participate in the bid process, will have to get enrolled on website <https://maharashtra.etenders.in>,
<https://swd.maharashtra.etenders.in>.
- In case of any difficulties to get enrolled on line and to obtain digital certificate, bidders should contact Sify Technologies Ltd. Nextender (India) Pvt. Ltd. on 020-25315555 / 25315556 (Pune)

- e) The interested bidders will have to submit all the required documents by online submission.
- f) The cost of bid document and the bid security (EMD) shall be submitted in the form of respective separate demand drafts in sealed envelopes (payable at Pune) in the name of The Director General, Dr. Babasaheb Ambedkar Research and Training Institute, within the time frame stated above.
- g) Right to reject any or all the Bids is reserved by the Director General Dr Babasaheb Ambedkar Research & Training Institute (BARTI) Pune.

Date: 11 /06/2014

Director General
Dr. Babasaheb Ambedkar Research and Training Institute
Pune.

Section – 1

BID SUBMISSION FORM

(To be submitted on the letter head of the Firm/ Company)

To

Subject: - Bid for providing Manpower Management Services at Various offices of

Dr.Babasaheb Ambedkar Research and Training Institute, Pune

BARTI Pune

h) In response to your invitation for bid advertised in daily newspaper "-----
-----" and "-----" dated 12/06/2014 and on website
<https://maharashtra.etenders.in> <https://swd.maharashtra.etenders.in> I / we, the
undersigned, submit our technical and financial bid for providing Manpower Management
services at various offices of BARTI Pune along with Earnest Money Deposit for Rs. 10,000/-
(Rs. Ten Thousand only).

We also declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing manpower as specified in Para 4 of Section-2 at various offices of BARTI Pune.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Public Sector or Private Sector Organization has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory Name & Designation

Section – 2

Instructions to the Bidder

1. For the Bidding / Tender Document Purposes ,Director General Dr.BabasahebAmbedkar Research & Training Institute (BARTI) Pune shall be referred to as ‘Client’ and the Bidder / Successful Bidder shall be referred to as ‘Contractor’.
2. Bid documents can be downloaded from [website https://maharashtra.etenders.in](https://maharashtra.etenders.in)
<https://swd.maharashtra.etenders.in>
3. **Tender Fee:** The bidders shall pay requisite Bid Form fees of Rs. 1,000/- along with the tender document in the form of DD in favour of “Director General DR. Babasaheb Ambedkar Research & Training Institute Payable at Pune,
4. **Scope of Work:**

Agency will have to provide following manpower in various categories of posts on outsourced basis on time to time at various offices of BARTI Pune. This is only indicative. There may be more or less posts available that will be decided by the Director General BARTI Pune.

5. Positions:

Sr. No	Name of post	Educational Qualification	Experience
1	Computer Operator	12 th Pass, MS CIT Pass, Typing in Marathi & English 40 wpm	1 year
2	Data Entry Operator	As above	1 Year
3	Clerk cum Typist	Graduate. Computer knowledge must. Marathi & English Typing speed 40 wpm	2 Years
4	Supervisor	Graduate, Computer knowledge must.	2 Years
5	Office Assistant	12 th Pass , MS CIT pass	1 year
6	Driver	10 th Pass. Driving licence must possess.	2 Years
7	Hostel Warden	Post Graduate with Computer knowledge.	3 Years
8	Store keeper	Graduate with computer knowledge	2 Years
9	Record keeper	Graduate with computer knowledge	1 Year
10	Stenographer (Marathi)	Graduate with 100 wpm in Shorthand and Typing 40 wpm in Marathi	2 Years
11	Steno Typist (Marathi)	Graduate with 80 wpm in Shorthand and Typing 30 wpm in Marathi and English	2 Years
12	Librarian	Master of Lib. Sci. & NET / SET Pass. Computer Knowledge must.	2 years
13	Assistant Librarian	Bachelor of Lib. Sci. Computer Knowledge must.	1 year
14	Estate Manager	Post Graduate. Computer knowledge must.	3 years
15	Manager	Graduate with computer Knowledge.	2 Years
16	Janitor	8 th Pass	1 Year
17	Gardener	8 th Pass	2 Years
18	Electrician	12 th Pass plus Diploma / ITI Certificate	3 Years
19	Plumber	8 th Pass with ITI or equivalent certificate	2 Years
20	Accounts Assistant	Graduate with Computer knowledge	1 Year
21	Junior Engineer	B.E. (Civil). Computer knowledge must.	1 Year
22	Course Coordinator	Graduate with computer knowledge	2 Years
23	Project Assistant	Graduate with computer knowledge	2 Years
24	Statistical assistant	Graduate with Statistic subject. Computer knowledge must.	2 Years
25	Project Officer	Post Graduate. Computer knowledge must	3 Years
26	Computer Networking	Graduate plus Degree / Diploma in Computer Hardware /Network.	2 Years

6. Minimum Eligibility Criteria

- a) **Legally Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. A proof in support of the legal validity of the Bidder shall be submitted.
- b) **Registration:** The Bidder should be registered with the Income Tax, Employees Provident Fund Organization and Employees State Insurance Corporation.
- c) **Clearance:** The Bidder should have clearance from Service Tax Department and Income Tax Department. Relevant proof in support shall be submitted.
- d) The bidder should submit copies of Challans for PF, ESIC, and Service Tax for last Three months.
- e) **Experience:** The Bidder should have experience in manpower handling activities such as Housekeeping services, Attendant Services, Outsourcing of Manpower like Clerical Staff, Tele Callers, Data Entry Operators, Drivers, Facility Management Services in the Government Departments (Central or State) /Public Sector Undertakings / Autonomous Institutions/Universities for **last three years**.
- f) **Financial capacity:** Annual Turnover of the bidder should not be less than **Rs.10 Cr.**
- g) Each work order should have minimum 60 (Sixty) locations having completed value of not less than 2 Cr. in any of the last three financial years.
- h) The agency should have PAN/TAN
- i) Attach scan copy of tender fee DD
- j) Attach scan copy of EMD DD

Note: Bidder should attach the proof of all the above documents with the tender.

7. EARNEST MONEY DEPOSIT:

- 7.1 This bids should be accompanied by an Earnest Money Deposit of `Rs. 10,000/- (Rupees Ten thousand only) in the form of Demand Draft/ Banker' Cheque of any nationalized bank. The validity of the Demand Draft/ Banker's Cheque must be up to 03(Three) months starting from the date of submission of the bids. The Demand Draft/ Banker's Cheque shall be in favour of Director General, Dr. Babasaheb Ambedkar Research & Training Institute (BARTI) Payable at Pune.
- 7.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Agency in respect of any previous work shall be entertained.
- 7.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof.
- 7.4 No claim shall lie against the Government / Agency in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 7.5 The bids without Earnest Money shall be summarily rejected.
- 7.6 The bid security may be forfeited:
 - (i) If the bidder withdraws/back out his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder fails
 - (a) to sign the contract in accordance with the terms of the tender document

(b) to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.

(c) or refuses to honour his own quoted prices for the services or part thereof.

8. VALIDITY OF BIDS

- a) Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids
- b) The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

9. PREPARATION OF BIDS

9.1 The bids should be prepared and submitted online in two bid (i) technical bid and (ii) Financial bid.

9.2 Language: Bids and all accompanying documents shall be in English or Marathi.

9.3 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.

a) Documents comprising the Technical Bid:

- Technical Bid Submission Letter duly signed on Company's letter head (Section-1)
- Original Tender Document signed and stamped on each page.
- Scan copy of Demand Draft for tender fee of Rs. 1000/- (Rs. One Thousand only)
- Scan copy of Demand Draft for Earnest Money Deposit of Rs.10, 000/- (Rs. Ten Thousand only)
- The agency should have PAN / TAN
- Financial capacity Form III duly filled and signed and stamped
- Income Tax returns for last two financial years 2011-12, 2012-13.
- All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as per Para 6 above.

b) **Financial Bid:** Bidder should prepare financial bid in the Price Schedule as provided in the Tender Document (**Section - 6**).

10 SUBMISSION OF BIDS

- a) The Bidder shall submit his bid online in two separate envelopes consisting of:
 - (i) Technical Bid and (ii) Financial Bid on or before **07/072014 by 16.00 hrs**
- b) No Bid shall be accepted after the aforesaid date and time. However, the competent authority of the BARTI Pune reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- c) **Late Bids:** Any Bid received after the deadline for submission of bids, as stipulated above; on what so ever ground shall not be considered.

11 Pre Bid Meeting

A pre tender meeting / conference are open to all prospective bidders. The same will be held on **21/06/2014 @ 1600** hrs in the Office of the Director General Dr.Babasaheb Ambedkar Research & Training Institute Pune. The bidders are free to ask for any additional information or clarification either in writing or orally and the reply to the same will be given in writing and this clarification referred to as common set of conditions, shall form part and parcel of the tender documents and shall be applicable to all bidders.

12 BID OPENING PROCEDURE

- 12.1 The technical bid shall be opened first in the office of the Director General Dr. Babasaheb Ambedkar Research & Training Institute, Pune on **07/07/2014 at 1601** hrs by the committee authorized by the competent authority of the office of the D.G BARTI Pune in the presence of such bidders who may wish to be present or their authorized representatives. A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids. Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 12.2 The financial bids of only those bidders who's Technical Bids are found qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidder.
- 12.3 The bids received shall be scrutinized by the committee and establish Responsive / Non responsive bids. The bids shall be deemed Non Responsive if it does not satisfy any of the following conditions:
 - Not received within the scheduled date / time
 - Does not include required documents /information for evaluation
 - Not accompanied with the requisite bid form fee or the bid security
 - Not complied with the instructions contained in the "Instructions to Bidders"

13 Evaluation Procedure:

- 13.1 The evaluation of technical bids shall be done in respect of Responsive bids .Non responsive bids shall not be considered for further evaluation.
- 13.2 The **Technical bid** will be scrutinized on the basis of eligibility criteria and shall carry maximum marks of 100. The maximum mark for each activity of technical bid is assigned below:

Sr. No.	Evaluation criteria	Sub criteria	Max. Marks
1	Number of years of Operations as a registered under Company Act 1956	a)less than 5 year - 05 Marks b) 6 to 10 years - 10 Marks c) Above 10 years – 20 Marks	20
2	Relevant work experience during last three years	a) One single works – 10 marks b) two single works - -15 marks c) Three single works – 20 marks d) More than three -- 25 marks	25
3	Average turn over	Up to Rs. 10Cr. – 5Marks Rs, 10 to 20 Cr. –10 Marks Rs, 20 to 30 Cr. -15 marks Above Rs 30 Cr. - 20 Marks	20
4	Number of manpower on roll	a)less than 3000 -- 4 marks b)3000 to 5000 -- 8 marks c) 5000 to 8000 -- 12 marks d) Above 8000 -- 15 marks	15
5	Quality related marks	ISO: (Less than 5 years)- 03 marks (More than 5 years) - 05 Marks SA 800 (Less than 5 Yrs.) - 03 marks (More than 5 yrs)-05 marks OHSAS18001: (Less than 5 Yrs) -03 marks (More than 5 yrs) - 05 marks Any other International Accreditation Certificate -- 05 marks	20

13.3 A bidder should secure mandatorily 50 % marks (i.e. 50 marks out of total 100 marks as per para 13.2) in technical evaluation in order to qualify for opening of Financial Bid.

13.4 The total marks obtained by a bidder in the Technical bid shall be allocated 70 % of technical weight age and the financial bid shall be allocated 30 % of the financial weight age and thereby making a total of 100 % weight age for the complete bid evaluation.

Illustration 1 (for Technical weight age)

If a bidder has secured 80 marks out of the total 100 marks in technical evaluation, his Technical Evaluation Value (TEV) shall be: **56 i.e. {80 marks x 70% weight age}**

13.5 The Bidder shall be required to produce attested copies of the relevant documents in support of Para 10 above in addition to the documentary evidences of Para5above for being considered for technical evaluation.

13.6 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of Para 10. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

- (i) The responsiveness of the bid, i.e., receipts of duly filled, signed and accepted bid documents in complete form, including Authorization Letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.

- (iii) Documents in proof of meeting the minimum eligibility criteria.
- (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

13.7 The bidder who qualifies in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the technically qualified bidders, the time/venue for the financial bid opening in written communication.

14 FINANCIAL BID OPENING PROCEDURE

14.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in the presence of the qualified bidders/ their authorized representatives, who choose to be present at the time of opening of the financial bids.

14.2 All the technically qualified bidders/ their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the authorization letter from their respective Companies/ Firms and shall be asked to sign on all the sealed envelopes containing the Financial Bid.

14.3 Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.

14.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.

14.5 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

14.6 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) shall be decided only after following due procedure as explained in Para 11.

15 FINANCIAL BID EVALUATION

15.1 In the financial bid evaluation, all the bidders shall be given weight age out of a maximum of 30 percent (%).

15.2 The Bidder with the lowest bid prices (L1) shall be assigned full 100 marks and accordingly the weight age of financial bid will be 30 i.e. $Sf = (100 \times 30) \div 100$.

15.3 The financial scores of other bidders (i.e. L2, L3... and so on) shall be computed as below:
 $(\text{Price quoted by L1 Bidder} \times 100) \div \text{Price quoted by other Bidder}$.

Illustration 2

If the Bidder at Illustration 1 is L – 1 Bidder and quoted Rs. 100/- for being L – 1, then his Bid Evaluation Value (BEV) shall be 86 i.e. $(56 \text{ TEV} + 30 \text{ FEV})$.

15.4 The FEV of the other bidders (i.e. L – 2, L – 3 ... and so on) shall be computed as under and as explained at Illustration 3 below: $\text{FEV} = 30 \times \text{Lowest value (i.e L – 1 Price)} / \text{Quoted Value (i.e L -2 OR L3....prices)}$

Illustration 3

If the Bidder at Illustration 1 is L -2 Bidder and he quoted Rs. 125, therefore 30% being the weighted value, the FEV for L – 2 shall be computed as under. 30×100 (i.e lowest price) / 125 (i.e quoted prices) = 24 (i.e FEV) Therefore L – 2 Bidder shall have BEV of 80 (56 TEV + 24 FEV)

- 15.5 The Bidders ranking shall be arranged depending on the BEV obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.
- 15.6 The Bidder meeting the minimum eligibility criteria and with the highest BEV (i.e. the total of his respective TEV and FEV) shall be deemed as the successful Bidder and shall be considered for further process of award of work.
- 15.7 If there is a discrepancy between words and figures, the amount in words shall prevail.

16 RIGHT OF ACCEPTANCE

- 16.1 Director General Dr Babasaheb Ambedkar Research & Training Institute (BARTI) Pune a reserve all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the BARTI Pune in this regard shall be final and binding.
- 16.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 16.3 Director General, Dr Babasaheb Ambedkar Research & Training Institute (BARTI) Pune reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 16.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the Director General, Dr Babasaheb Ambedkar Research & Training Institute (BARTI) Pune reserves the right to award the contract to the next lower bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 16.5 The Director General, Dr Babasaheb Ambedkar Research & Training Institute (BARTI) Pune may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

17 NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- 17.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same by him.
- 17.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

17.3 The time taken between the date of issue of Letter of Acceptance and Notice to Proceed shall not prevent the contractor to mobilize the man power.

18 RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

18.1 The Earnest Money Deposit of the unsuccessful bidders in the technical bid evaluation stage shall be returned along with their unopened financial bids within fifteen (15) days after opening of the eligible financial Bids.

18.2 The Earnest Money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within thirty (30) days, without any interest whatsoever, after award of contract to the Successful bidder.

18.3 The Earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of tender after the opening of Bids and prior to opening of financial.

SECTION – 3

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this schedule.

- a) **“Agreement”**: The word “Agreement” and “Contract” has been used interchangeably.
- b) **Party**: The word “Party” means the Successful Bidder to whom the work of providing manpower services has been awarded and the Client “Dr Babasaheb Ambedkar Research and Technical Institute, Pune,”
- c) **Letter of Acceptance**: Shall mean the intent of the Client to engage the successful bidder for providing manpower services in its premises.
- d) **Notice to Proceed**: shall mean the date at which the manpower services are to commence in Clients premises.
- e) **Confidential Information**: Shall mean all information that is not generally known and which is obtained received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
- f) **Termination Date**” Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
- g) **Termination Notice**: Shall mean notice of Termination given by either Party to the other Party.
- h) **Contractor**: Shall mean the successful bidder to whom the work of providing Manpower Management Services inn Clients premises has been awarded.

1.2 CONFIDENTIALITY

1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Clients business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client.

The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Clients information.

1.2.2 If the Contractor receives enquiries from Press / News / Media / Radio / television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

2.1 The successful bidder within fifteen days of the acceptance of the Letter of Acceptance shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to 5% of the accepted contract value in favour of Director General , Dr .Babasaheb Ambedkar Research & Training Institute, payable at Pune,

2.2 The Bank Guarantee can be forfeited by order of the Director General, Dr .Babasaheb Ambedkar Research and Training Institute, Pune, in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Dr.Babasaheb Ambedkar Research and Training Institute, Pune, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firms bill has been received and examined.

a) If the Contractor is called upon by the competent authority of the Dr. Babasaheb Ambedkar Research and Training Institute, Pune, to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and

the Dr.Babasaheb Ambedkar Research and Training Institute, Pune, shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the Contractor.

3. NOTICE TO PROCEED

After the acceptance of the Letter of Acceptance and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorizing him to provide services at the specified locations.

4 SIGNING OF CONTRACT AGREEMENT

4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of **stamp paper**, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

5. SERVICES REQUIRED BY THE CLIENT

5.1 The Contractor shall be providing Manpower Management Services at Various Establishments working under Dr.Babasaheb Ambedkar Research and Training Institute, Pune, as mentioned in **Section 5, Clause 3.6** as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements on pro-rate basis i.e. on the same accepted rates.

5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

5.3 The Contractor shall provide services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

6. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

6.1 Submission of Performance Bank Guarantee in accordance with Clause 2 (Section-4).

6.2 The Contractor shall commence services in Client's premises within 30 days from the date of receipt of Notice to Proceed as set out in Clause 3 (Section 4)

7. CONTRACTOR'S OBLIGATIONS

7.1 The Contractor shall provide services at Client's premises as per Schedule of Work / Requirements (Section 4) by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

7.2 The Contractor shall provide services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

7.3 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

7.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

7.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the Client, emergencies, exempted.

7.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.

7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements.

7.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.

7.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

7.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.

7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.

7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

7.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

7.16 The Contractor shall not employ any person below the age of 18 years old. Manpower engaged shall be trained for providing services.

7.17 Contractor's Personnel

7.17.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number, as mentioned in Section 6, Clause 3.6, to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.

7.17.2 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel

7.17.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

8. CONTRACTOR'S LIABILITY

8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Client.

8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

8.2.1 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of Services to the Client.

8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

9. CLIENT'S OBLIGATIONS

9.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the Services are to be provided required to enable Contractor's employees to carry out the Services..

9.2 The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

9.3 To enable the Contractor to provide the services, the Client shall ensure that their staff is available to provide such assistance.

9.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employers relationship with any of the workers of the Contractor.

10. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of **two years** from the date of award, subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of two years can be further extended, subject to satisfactory services at the sole discretion of the office of the Client.

11. PAYMENTS

11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the services rendered.

11.2 The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

11.3 The Contractor shall raise invoice in duplicate per month and submit the same to Client by 5th of every following month. The Client shall make all endeavours to make payments within 15-20 days from the date of the receipt of the invoice, to the Contractor.

11.4 The Management fees shall be fixed for entire period of Contract. No escalation in rate shall be entertained by the client during the period of contract.

11.5 After expiry of the initial period of the Contract of two years and if the Contract is renewed by the Client, the Contractor shall not claim any increase in the rate percentage (%) of the Contract.

11.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the Price Schedule, the cost for which will be mutually decided by the Client and the Contractor.

11.7 All payments shall be made in Indian Currency by means of an Account Payee Cheques only.

11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.

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

12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

12.1. "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

12.2 The date of commencement of the event of Force Majeure;

12.3 The nature and extent of the event of Force Majeure;

12.4 The estimated Force Majeure Period,

12.5 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

12.6 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

12.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

13. TERMINATION OF CONTRACT

This Contract may be terminated forthwith by either party by giving written notice to the other if:

13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within **thirty days** of receiving notice of such breach; or

13.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:

13.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited.

13.2.2 The Contractor does not provide services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements

13.2.3 The Contractor goes bankrupt and becomes insolvent.

14. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

15. INSOLVENCY

15.1 The Director General, Dr.Babasaheb Ambedkar Research and Training Institute, Pune, may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any assignment or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

16. CURRENCIES OF BID AND PAYMENTS

16.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

17.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Pune and the decision of the arbitrator shall be final and binding on the parties.

17.2 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Pune,

SECTION - 4

SPECIAL CONDITIONS OF CONTRACT

1. The Special conditions of Contract shall supplement the “Instruction to the Bidders” as contained in Section 3 and General Conditions of the Contract (GCC) as contained in Section 4.

INDEMNIFICATION:

The Successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

2. LABOUR LAW COMPLIANCES

The engagement and employment of labours and payment of wages to them as per exiting provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/ laws are complied with by the contractor.

All wages allied benefits such as leave, ESI, PF ,Gratuity , Bones etc, shall be paid by the contractor and Client shall be not incur any liability or additional expenditure whatsoever for personnel deployed It is mandatory that the employees must be paid through bank/ cheques only.

The Contractor shall abide by all labours laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen’s compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses. The contractor shall be liable for any legal dispute / case/ claims that arises or may arise during currency of the contact due to non-compliances of labour or other related laws.

The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past ‘or’ may arise during the course of performance of contract.

The Contractor shall submit periodical returns as may be specified from time to time.

3. OFFICIAL RECORD:

The Contractor shall maintain complete official records of disbursement of wages/ salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in Client’s office.

The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client’s office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary/ Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC/ EPFO Commissioners.

The Company should maintain:

- List of employees with their date of engagement
- The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
- Copies of authenticated documents of payments of such contributions to EPFO/ESIC.

The Contractor shall also prepare a register indicating all payment/dues in respect of all the employees.

SECTION -5

SCHEDULE OF WORKS/REQUIREMENTS

In the Schedule of Requirements, the details of services to be provided by the Contractor and also other information, instruction of the Client and instructions to the Contractor's employees posted at the Clients' site and all such other aspect of the Contracts are to be mentioned.

1. GENERAL INSTRUCTIONS

- 1.1 The Contractor shall deploy all manpower as required by the Director General BARTI, Pune at the Client facility in the manner and as per the instruction of the Client, as per Section 6, Clause 3.6.
- 1.2 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's business activities and its related manpower requirements.
- 1.3 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the Client, emergencies ,exempted.
- 1.4 The Contractor shall cover its personnel for personal accident and/ or death whilst performing the duty.
- 1.5 The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
- 1.6 The Contractor shall issue identity cards/ identification documents to all its employees who will be instructed by the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide the agreement.
- 1.7 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.8 The contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the client shall not have any liability whatsoever on this account.

2. SUPERVISION

- 2.1 The Contractor shall designate at least one Supervisor for Client's premise, as per the requirement of the Director General requirement, who shall ensure that all the duties as may be assigned differently by the client to various categories of manpower are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- 2.2 The contractor's Supervisor shall be first line of contract for client, who shall report to the designated officers of Client for all requirements.
- 2.3 The contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to depositions of EPF/ESIC with concerned authorities or providing of ESIC facilities to the manpower are fulfilled through Contractor or its Supervisor.

3. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER

- 3.1 The Client intends to outsource the services which will require manpower to be deployed in different categories such as Skilled, Semi-Skilled, Un-Skilled and Clerical,Non-Technical Supervisory Staff etc as per the norms of the Government.
- 3.2 The manpower appointed in different categories shall be deployed by the contractor for the work of Manpower Management Services at Various Establishments working under

Dr.BabasahebAmbedkar Research and Technical Institute, Pune, as mentioned in Section 6, Clause 3.6.

- 3.3 The personnel who are appointed as Janitors shall be provided with all cleaning material for cleaning purposes by the Contractor.
- 3.4 The Contractor is required to quote prices for each service in the Price Schedule (Section 7)
- 3.5 The Contractor shall ensure that except that of the Service Margin (as defined in the Price Schedule) all other levies (Wages, Uniform, ESIC, EPF, Bonus etc.), which are charged to Client in the Price Schedule are passed on to the deployed employees as their monthly wages by the Contractor.
- 3.6 The tentative manpower categories required for various works are as under:-
 - 1 Clerical
 - 2 Accounts
 3. Computer Application
 - 4 Supervisor
 - 5 General

The quantity for Manpower will be intimated to the contractor time to time as per the requirement of the Client.. It shall be the sole responsibility of the contractor to arrange for the same within the stipulated time frame. The Cost for the same will be paid to the contractor on pro-rata basis, as per the Price Schedule submitted by the contractor. All the above Manpower categories are for the reference of the contractor only and will not be the binding on the client.

- 3.8 All the Chemicals and consumables required for the purpose of providing cleaning services should be of standard brands, and as per the approval of the Client. No sub standard material shall be used. The Chemicals used for the purpose of cleaning shall be Eco-friendly and bio-degradable.

4. PENALTIES

- 4.1 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.300/- per day per complaint will be imposed by invoking penalty clause.
- 4.2 In case the Contractor fails to fulfil the minimum statutory requirements as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 4.3 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Vendor or that may become due to

the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

5. SCOPE OF WORK-CONTRACTOR

- 5.1 Vendor must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 5.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 5.3 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 5.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 5.5 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947 Maternity Benefit Act, 1961; Pune Shops and Establishments Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 5.6 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 5.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 5.8 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.

5.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.

6. SCOPE OF WORK – FOR SERVICES

6.1 MECHANIZEDHOUSEKEEPING

I. Scope of Work for Govt. Offices / Training Centres

A. COMMON AREA

Sr.No	Location	Activity	Frequency	Method		
1	Passages, Stair Cases Dining room, Reception Waiting area .	i. Sweeping & Mopping of Floor	Once a Day	Manual using eco friendly chemicals		
		ii. Removal of Garbage, Waste and Unwanted material from entire outside premises	Daily Twice	Manual		
		iii. Scrubbing and Drying of Floor.	Weekly Once	Scrubbing machine and vacuum cleaners		
		iv. Staircase & Railing cleaning	Once a shift	Manual		
		v. Passage lights cleaning	Monthly once	Wet & Dry wiping		
		vi. Washing of Floor.	Weekly Once	Using High pressure water jet machine.		
		viii. Cleaning of Reception desk, Wall frames, Furniture's, Table, Chairs etc in common areas.	Daily once	Semi Wet/ Dry wiping		
		ix. Vacuuming of Cushion Chairs, Sofa sets, Wall Frames etc	Weekly once	Using Vacuum Cleaners.		
		x. Fans, Tube lights cleaning in common areas	Monthly Once	Wet & Dry wiping		
		xii. Glass Cleaning	Weekly Once	Glass Cleaning kit		
		xiii. Spraying of Air Freshener at Reception and dining room	Twice a day	Using eco friendly spray.		
		xiv. Lift lobby and lift inside (capsule) cleaning (if any)	Once a day	Semi Wet & Dry wiping & Mopping.		
		xv. Common Toilet Cleaning	Once a day	Daily Manual Cleaning. Weekly once with High pressure water jet.		
		2	Surrounding premises	i. Sweeping of Roads and Open area	Twice a day	Manual
				ii. Removal of Garbage, Waste and Unwanted material from entire premises	Daily Twice	Manual
iii. Railing cleaning	Once a day			Manual		
v. Cobwebs cleaning	As required			Using telescopic poles and suitable equipments.		
vi. Lights Cover (Up to man height)	Weekly once			Semi Wet wiping		

B. Inside Area for Govt. Offices. / Training Centres

Sr.No	Location	Activity	Frequency	Method
1	Inside Office	i. Sweeping & Mopping of Floor	Twice a day	Manual using eco friendly chemicals
		Removal of Garbage, Waste and Unwanted material from rooms	Once a day	Manual
		iii. Scrubbing and Drying of floor.	Weekly once	Scrubbing machine and vacuum cleaners
		iv. Glass Cleaning	Once a day	Glass cleaning kit
		v. Dusting & wiping of Table, Chairs, Telephone, Computers, Water Cooler and other upholstery.	Once a day	Using Suitable eco friendly chemicals and equipments.
		vi. Cleaning of Switch boards.	Weekly once	Dry Wiping
		vii. Vacuuming of Furniture items, upholstery and Window chajjas.	Weekly once	Vacuum Cleaners.
		viii. Tube Lights and Fans	Monthly Once	Semi Wet wiping
		ix. Toilet cleaning	Twice a day	Using eco friendly Toilet cleaning chemicals
		x. Cob web removal	As required	Using telescopic poles and suitable equipments
		xi. Spraying of Room Fresheners	Daily Twice	Using eco friendly spray.
2	Inside Hostel Rooms	i. Sweeping & Mopping of Floor	Once a day	Manual using eco friendly chemicals
		ii. Removal of Garbage, Waste and Unwanted material from rooms	Once a day	Manual
		iii. Scrubbing and Drying of floor.	Weekly once	Scrubbing machine and vacuum cleaners
		iv. Glass Cleaning	Weekly once	Glass cleaning kit
		vi. Cleaning of Switch boards.	Weekly once	Dry Wiping
		vii. Vacuuming of Furniture items, upholstery and Window chajjas.	Weekly once	Vacuum Cleaners.
		viii. Tube Lights and Fans	Monthly Once	Semi Wet wiping
		x. Cob web removal	As required	Using telescopic poles and suitable equipments
		xi. Spraying of Room Fresheners	Daily Twice	Using eco friendly spray.

II. Scope of Work for Residential Schools under BARTI Pune

Class Rooms, Offices, Passages and other internal areas.:

Sr.No	Location	Activity	Frequency	Machines to be Deployed
1	Class Rooms, Offices & Other Internal Areas	Damp & dry Mopping, sweeping of Floor	Twice a Day	Manually / wringer trolley
		Scrubbing and drying of Floor	Weekly once	Scrubber Drier Machine.
		Spit stains removal	As required	Manual
		Dry cleaning, stain removing of Benches, Chairs, Cupboards etc.	Twice a week	Using Suitable eco friendly chemicals and equipments.
		Damp or dry Mopping of Black Board	Daily once in the morning	Manually
		Emptying and cleaning of bins.	Once a Day	Manually
		Glass Cleaning	Once a week	lly, Wringer Trolley / Telescopic Kit
		Cleaning of Fans, Tube lights, Switch Boards.	Monthly once	Manually.
		Cleaning of water Tanks	Quarterly Once	Manually.
		Cleaning of Window chajjas	Quarterly Once	lly, Telescopic poles with suitable fittings.
		Cleaning of Terrace	Weekly once	lly, High Pressure Jet.
		Toilet Cleaning	Twice a Day	Using eco friendly Toilet cleaning chemicals
2	Outside area	Sweeping, Garbage picking	Once a Day	Manually
		Removing of stagnant water	As & when required	Manually

6.2 ATTENDANT SERVICES

SCOPE OF WORK FOR ATTENDANT

1	Coverage	Main entry gate and other entry zones of hostel.
		Parking area of hostel.
		Surrounding area inside compound wall of the hostel.
Scope		Restrict entry of unauthorized persons in the premises.
		Ensuring vehicles are properly parked inside the premises.
		Maintaining entry/ exit register.
		Maintaining emergency numbers and coordinating with the concerned Directorates in case of emergency.
		Switch on/ off area lighting.
		Lock/ unlock offices and maintain the keys for the same.

6.3 GARDEN MAINTENANCE

Scope of work for Garden Maintenance

(A) Lawn

Sr. No.	Particular	Frequency
1	Cleaning of lawn area	Daily
2	Watering	Alternate days
3	Forking/ Earthing up	Weekly
4	Weeding	Fortnightly
5	Mowing/ Scraping	Fortnightly
6	Patch filling	Monthly
7	Spraying	As required

(B) Edges/ Hedges

Sr. No.	Particular	Frequency
1	Watering	Daily
2	Forking/ Loosening of soil	Weekly
3	Weeding	Fortnightly
4	Cutting	Fortnightly
5	Gap filling	Monthly
6	Spraying	As required

(C) Shrubs / Trees

Sr. No.	Particular	Frequency
1	Watering	Daily
2	Basin making	Weekly
3	Weeding	Fortnightly
4	Stacking / Tying	Fortnightly
5	Trimming/ Trainings	Monthly
6	Gap filling	Monthly
7	Spraying	As required

(D)Ground Cover/ Flower bed

Sr. No.	Particular	Frequency
1	Watering	Daily
2	Forking/ Loosening of soil	Weekly
3	Weeding	Fortnightly
4	Cutting	Fortnightly
5	Gap filling	Monthly
6	Spraying	As required
7	Removing of dried leaves & branches	As required

6.4 OFFICE ASSISTANT SERVICES

SCOPE OF WORK FOR OFFICE ASSISTANT

1	Scope	Locking/ Unlocking of Offices.
		Upkeep of the Office.
		Filling of potable water in Elevated water reservoirs, Water Coolers, Vessels etc.
		File movement as per instructions of Officers.
		Replenishment of Office stationary from the Stores.
		Other day to day office jobs.

6.5 ELECTRICAL/ PLUMBING MAINTENANCE SERVICES

1. The contractor has to provide Electrician/ Plumber (monthly basis) as per requirement by the DirectorGeneral BARTI Pune
2. The unit for this service will be located at each District.
3. They should visit the Establishments as per the minimum frequencies as specified by the Authorities and complete the assignments.

6.6 Carpentry Services.

- a) To Repair interior and exterior structures made of wood
- b) To Repair cabinets, tables, shelves, benches, partitions, flooring, door and window frames, and other types of furniture.
- c) Polishing wooden items when required.

Note :-

- a) All the tools & Implements & Tackles to complete the scope will be supplied through Contractor.
- b) Only preventive maintenance will be part of Contractor's scope.
- c) All Material, consumables, Maintenance Spares, replacements, alternatives required during major/ breakdown maintenance will be supplied by CLIENT.
- d) The contractor should be responsible to provide the manpower as per the requirements of the client.
- e) The contractor should ensure proper supervision of the manpower deployed and ensure the tasks are completed in due time.
- f) The contractor should ensure for housekeeping and garden maintenance services all the required Chemicals, Consumables, Machines manure are available at the site all the time.
- g) The contractor should open the Bank Accounts of the employees to facilitate their Salary Through bank transfer.

6.8 While providing all the Services, Contractor shall ensure that all duties are performed invariably as per the desired standards of the Client, failing which it shall invoke penalty clauses of this Bidding Document.

6.9 The Contractor shall also ensure that for different services, only such smart, intelligent, experienced and with thorough academic qualifications as desired by the client are deployed in Client's premises who can cater to the requirements of Client's standards, failing which it shall be liable for Contractor to provide replacement immediately.

7. CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- ✓ Are always smartly turned out and vigilant.
- ✓ Are punctual and arrive at least 15 minutes before start of their duty time.
- ✓ Take charges of their duties properly and thoroughly.
- ✓ Perform their duties with honesty and sincerity.
- ✓ Read and understand their post and site instructions and follow the same.
- ✓ Extend respect to all Officers and staff of the office of the Client.
- ✓ Shall not consume alcoholic beverages on duty, or come and report for duty after consumption of alcoholic beverages.
- ✓ Will not gossip or chit chat while on duty.
- ✓ Will never sleep while on duty post.
- ✓ Will not read newspaper or magazine while on duty.

- ✓ Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to Vendor Control and the Client.
- ✓ When in doubt, approach concerned person immediately.
- ✓ Get themselves checked by security personnel whenever they go out.
- ✓ Shall not smoke in the work premises.

8 CONFIDENTIALITY

- The phone number and movement plans of the client/ guests shall not be given to anyone.
- The following information about the client/ guests shall not be given to anyone.
- Car make, colour and number of any officer(s)/official(s).
- Telephone no./ any other information.
- Location and movement plans.
- Meetings and conference schedules.
- Site plan of the premises.
- Travel details of the clients.
- Assets of the office.

9 TELEPHONE HANDLING

The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the Client.

11. FRISKING / CHECKING PROCEDURES

All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening.

If anything untoward is found, it must be reported to Office of the Client.

12. NOTE FOR THE CLIENT

List of authorized signatories to be provided.

SECTION - 6
PRICE SCHEDULE

Tender Form (FINANCIAL BID)

(Details of rates to be quoted by the bidder)

(A) Manpower

Sr. No	Particulars (Name of Manpower)	Rate in Percentage (%)
1	Management Fees per manpower per month	
2		
3		
4		
5		

(B) Materials

Sr. No	Particulars	Amount per person per month
1	Housekeeping, Chemicals, Machinery, Tools and tackles	
2	Gardening, Chemicals, Machinery, Tools and tackles	
3	Carpenter, Electrician, Plumber, Tools and tackles	

Note:

- The Bidder has to quote management fees only.
- The Rate per manpower will be provided by the client.
- The Rate shall be exclusive of Service tax.
- EPF, ESIC, Leave Coverage, Gratuity will be paid by the Client.

Signature of Bidder

SECTION-7

FORMS

- Section 7.1 FORM-I- CONTACT DETAILS FORM
-
- Section 7.2 FORMS-II- BID SECURITY FORM
- (To be used for EMD in case submitted by Bank Guarantee)
-
- Section 7.3 FORM-III- FORM FOR FINANCIAL CAPACITY
-
- Section 7.4 FORM-IV- ARTICLES OF AGREEMENT
-
- Section 7.5 FORM-V- PERFORMANCE BANK GUARANTEE

FORM-I

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY
2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE.....
.....
3. COMMUNICATION ADDRESS
4. PHONE NO./MOBILE NO.
5. FAX
6. E-MAIL I.D.

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON
2. DESIGNATION
3. PHONE NO.
4. MOBILE NO.
5. E-MAIL I.D.

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. I/We give the rights to the competent authority of the Dr. Babasaheb Ambedkar Research and Training Institute, Pune, to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the manpower services as per the directions given in the tender document/contract agreement.

Date :-

Signature of the Authorised Signatory

Place:-

Designation :

(Office seal of the Bidder)

FORM-II

BID SECURITY FORM

(To be used for EMD in case submitted by Bank Guarantee)

No.....

Date.....

To

**Director General,
Dr. Babasaheb Ambedkar Research and
Training Institute, Pune, 28 Queens Garden,
Camp, Pune - 411001**

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing the required services vide Tender No. <Tender Number> Dated<dd.mm.yyyy>KNOW ALL MEN by these presents that WEof having our registered office at (Hereinafter called 'the Bank') are bound unto The Owner in the sum of Rs<Amount> (Rupees <Amount> only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing

to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified inof the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Authority
Address of witness

Signature of the Bank

Name :
Signed in capacity of :
Full address of Branch :
Tel No. of Branch :
Fax No. of Branch :

FORM-III

FORM FOR FINANCIAL CAPACITY

Description	Financial years		
	2010-11	2011-12	2012-13
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

This form should be dully attested by CA

Date :-

Signature of the Authorised Signatory

Place:-

Designation :

(Office seal of the Bidder)

FORM-IV

CONTRACT AGREEMENT FORM

THIS AGREEMENT is made on Between Director General **Dr. Babasaheb Ambedkar Research and Training Institute, Pune** (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at -----<Address> of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated for "**availing required services as mentioned under Tender No.**"

II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfils all the requirements and has resources and competence to provide the requisite services to the Client

III. AND WHEREAS the Client has selected **M/s**.....as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees only.

IV. AND WHEREAS the Client desires that the services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services for a period of Two Years initially. The period of contract shall be extended for further period of Six month / one year subject to satisfactory performance of the Client.

V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the services at its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII AND WHEREAS the Contractor has fully read understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill.

VIII. **AND WHEREAS** the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) The Letter of Acceptance (LoA) issued by the Client.

(b) Notice to Proceed (NTP) issued by the Client

(c) The complete Bid, as submitted by the Contractor.

(d) The Addenda, if any, issued by the Client.

(e) Any other documents forming part of this Contract Agreement till date.

(Performance Bank Guarantee, Bank Guarantee)

(f) Charges – Schedule annexed to this Article of Agreement

(g) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
**Office of the Commissioner, Social
Welfare, Maharashtra State, Pune,**

(Authorised Signatory)

(Authorised Signatory)

FORM-V

PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Date:

Bank Guarantee No:

Amount of Guarantee:

Guarantee Period: From to.....

Guarantee Expiry Date:

Last date of Lodgement:

WHEREAS Director General, Dr. Babasaheb Ambedkar Research and Training Institute, Pune, having its office at 28 Queens Garden, Near Old Circuit House, Camp Pune (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance (LoA)*] ("**Contract**") with [*insert name of the Successful Bidder*](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of services ("**Services**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof. **AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Pune for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof. **AND WHEREAS** the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

Section 6.4

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or

notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PGB values, the Owner shall surrender the current PGB to the bank for amendment in price.

(ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].....

.....
.....only).

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Pune for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

(viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the

Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank:

Corporate Seal of the Bank:

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

SECTION-8

CHECK-LIST

CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES/NO
1	Have you filled in and signed the Contact Details Form?	
2	Have you read and understood various conditions of the Contract and shall abide by them ?	
TECHNICAL BID		
3	Have you enclosed the Demand Draft towards Cost of Tender Form of Rs. 1000/- and EMD of Rs. 10,000/- respectively in the Technical Bid ?	
4	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents ?	
5	Have you attached proof of having met the following minimum eligibility criteria?	
5.1	Legal Valid Entity : Have you attached attested Certificate issued by the Registrar of firms / Companies ?	
5.2	Financial Capacity : Have you attached Audited Balance Sheets ?	
5.3	Registration with Government Bodies like ESIC, EPF, Labour Laws : Have you attached a Registration copy of each of the certificate ?	
5.4	Experience : Have you attached the attested experience certificates issued by the Organizations / Government Departments as per tender conditions ?	
5.5	Manpower: Have you attached proof of manpower?	
6	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid ?	
7	Have your Technical Bid been packed as per the requirements of the Tender ?	
FINANCIAL BID		
8	Have your financial Bid proposal is duly filled, sealed and signed on all pages ?	
9	Have you quoted prices against each of the category?	
10	Have your financial bid been submitted as per Tender?	

Date :-

Signature of the Authorised Signatory

Place:-

Designation :

(Office seal of the Bidder)