

GOVERNMENT OF KARNATAKA
Karnataka State Rural Livelihood Project

IFB No: KSRLPS/ADM/Tender-16/2014-15

Date:06.05.2015

INVITATION FOR BID (IFB)

OPEN BIDDING PROCEDURE

Name of the Service	: PROVIDING CATERING SERVICE
Date and time for commencement of downloading of bidding document	: Date: 11.05.2015 Time:12.00
Last date and time for seeking clarifications if any	: Date: 20.05.2015 Time: 17.30
Pre-bid meeting	: Date: 22.05.2015 Time:15.00 Venue: "Sanjeevini" KSRLPS No.55, Abhaya Complex, 4 th Floor, Slum Development Board, Risaldar Street, Sheshadripuram, Bangalore-20
Last date and time for downloading of bid document from the e-procurement portal http://e-proc.karnataka.gov.in	: Date: 01.06.2015 Time:17.30
Last date and time for bid submission/ uploading of bid in E-Procurement platform	Date: 01.06.2015 Time: 17.30.
Date and time for opening of bids	Date: 03.06.2015 Time: 11.00
Place of opening of bids and address for communication	: The bids will be opened on line by the Authorized Officers at the appointed time Office of the Mission Director. KSRLPS No.55, Abhaya Complex, Fourth Floor Risaldar Street, Sheshadripuram Bengaluru 560020

**PROCUREMENT OF SERVICE PROVIDER
OPEN BID PROCEDURES under SINGLE COVER SYSTEM for
PROVIDING CARTERING SERVICES
(E-Procurement)**

**MISSION DIRECTOR
KARNATAKA STATE RURAL LIVELIHOODS PROMOTION SOCIETY
BANGALORE**

Section I- INVITATION FOR BIDS (IFB)

Date :

IFB No: **KSRLPS/ADM/Tender-16/2014-15**

Credit No: 4978-IN

1. The Government of India has received a credit from International Development Association (IDA) in various currencies towards the cost of **National Rural Livelihoods Project** and it is intended that part of the proceeds of the credit will be applied to eligible payments under the contract for which that Invitation of Bids is issued.
2. The Mission Director Karnataka State Rural Livelihoods Promotion Society (KSRLPS) (Employer) now invites bids under e-procurement system from eligible CATERERS, for providing Breakfast, Lunch, and Tea/Coffee with snacks in the office of the undersigned and Executive Lunch and Tea / Coffee with Snacks in Secretariat and other officer meetings.
3. The eligible service providers are advised to note the eligible criteria as given in ITB Clause 1 and qualification criteria specified in Section VI to qualify for award of the contract. The service providers are required to submit bids consisting of documents/information as specified in clause 4 of ITB.

The Bid document is available online and bids are to be submitted online through the e-procurement portal <http://eproc.karnataka.gov.in> only. Bids submitted in any other manner will not be accepted. SPs are required to obtain Level III Digital signature from designated firms (available on e-proc. Portal and then register with the Government of Karnataka e-procurement platform and submit bids by using their user ID and Digital Signature.

4. Service providers must provide Bid Security as specified in the bid document and pay the bid processing fee as per requirement specified in the Procurement Portal.
5. Bids along with necessary enclosures must be uploaded to the web site <http://eproc.karnataka.gov.in> and bids will be opened at the specified venue on the stipulated date and time, in the presence of the service providers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the bids as specified, the quotations will be opened on the next working day at the same time and venue.
6. Other details can be seen in the bid documents.

Mission Director, KSRLPS,
No.55, Abhya Complex, Fourth Floor,
Risaldar Street
Bangalore 560020
Tel. No.: (080)-23083000/23564271

Section II-Instructions to Bidders

A. General

1. Eligible Service Providers:

- 1.1 The Services Providers should be registered Caterers and should not have been blacklisted/ debarred by Central or State Governments of Union of India or any Central or State Government Undertakings for any reason what so ever.

2. Cost of submission of Bids:

- 2.1 The Service Providers shall bear all costs associated with the preparation and submission of its bid, and The Mission Director, KSRLPS hereinafter referred to as "the Employer", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bid Documents

3. Content of Bid Document:

- 3.1 The Services required, bidding procedures and contract terms are prescribed in the bid document. In addition to the Invitation for Bids, the bid document includes:

- (a) Instruction to Bidders (ITB);
- (b) Schedule of Requirements;
- (c) Performance Specifications;
- (d) Bid Form and Priced Activity Schedule;
- (e) Contract Form;
- (f) Conditions of Contract (general and Special)
- (g) Performance Security Form;

- 3.2 The Service Provider is expected to examine all instructions, forms, terms, and specifications in the bid document. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bid document in every respect will be at the Service Provider's risk and may result in rejection of its bid.

C. Preparation of Bids

4. Documents Constituting the Bid:

- 4.1 The bid prepared by the Service Provider shall comprise the following components:

- (a) The completed Bid Form and Priced Activity Schedule;
- (b) Written confirmation authorizing the signatory of the bid to commit the Service Provider;

- (c) Documentary evidence established in accordance with ITB Clause 7 and 8 that the Service Provider is eligible to bid; is qualified to perform the contract if its bid is accepted and that the Services conform to the requirements;

The bid consisting of the Scanned copies of the original documents as detailed above shall be uploaded on the e-procurement portal <http://eproc.karnataka.gov.in> and the (i) original Power of Attorney, (ii) original affidavit testifying the correctness of information/document furnished above shall be produced/delivered by courier addressed to The Mission Director KSRLPS, Fourth Floor, 55, Abhaya Complex, Risaldar Street, Bangalore 560020, within 3 days after the last date of submission of bids which shall be verified and retained by the Mission Director.

The Bid inviting authority shall not be held liable for any delays in the receipt of the aforesaid documents.

The bids of only those Service Providers who have produced the originals as above for verification and review and found acceptable and those who have paid the stipulated quotation processing fee and adequate bid security would be opened at the appointed time to be notified on the e-procurement platform.

In case of discrepancy between the uploaded documents and the originals, the original shall prevail.

5. Bid Form

- 5.1 The Service Provider shall complete the Bid Form and the Priced Activity Schedule furnished in the bid document, indicating the Services to be provided, quantity and prices.

6. Bid Prices:

- 6.1 The Service Provider shall indicate on the Priced Activity Schedule the unit prices and total bid prices (in Indian Rupees) of the Services it proposes to supply under the Contract. The Service Providers shall quote for the complete requirement of services specified under each item on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.

- 6.2 Prices indicated on the Priced Activity Schedule shall be entered separately in the following manner:

- (i) The Cost of the Services:
- (ii) Any Service taxes which will be payable on the Services if this Contract is awarded; and

- 6.3 Prices quoted by the Service Provider shall be fixed for the duration of the contract. It will not be adjusted for any reason whatsoever.

7. Documents Establishing Bidder's Eligibility and Qualifications:

- 7.1 The Service Provider shall furnish, as part of its bid, documents and information as requested under Qualification Information included in Section VII of the bid document.

8. Documents Establishing Goods' Conformity to Bidding Documents

8.1 Deleted

9. Period of Validity of Bids

9.1 Bids shall remain valid for 90 days after the deadline for submission of bids prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or e-mail or fax). A Service Provider granting the request will not be required nor permitted to modify its bid.

10. Bid processing fee and Bid security:

10.1 The Bidder shall furnish the processing fee as specified in the e-procurement portal. The Bidder shall also furnish Bid Security as specified in the Schedule of Requirement (Rs. Fifteen Thousand) through the following payment modes:

- Credit card;
- Direct Debit;
- National Electronic Funds Transfer;
- Over the Counter (OTC). The OTC payment facility will be available at the designated ICICI Bank branches for making payments from the date of notification of IFB.

10.2 Confirmation of the receipt of the bid processing fee and bid security in Government of Karnataka Central Pool Account held at ICICI bank shall be verified. If an acceptable bid security and bid processing fee is not received the system will not open and allow the Service Provider to submit his bid.

10.3 The bid security of unsuccessful Service Providers shall be returned as promptly as possible upon the successful Service Provider furnishing the Performance Security pursuant to Clause 24.

10.4 The bid security may be forfeited:

- (a) If a Service Provider withdraws its bid during the period of bid validity;
- (b) If the successful Service Provider fails to (i) sign the contract; or (ii) furnish a performance security as required ;

11. Format and Signing of Bid:

11.1 The Service Provider shall obtain digital signature from the designated companies as given in the e-procurement portal and then get registered on the e-procurement portal. The user ID and password would be assigned by the system. The Service Provider shall submit/ upload his quotation along with all requisite documents through e-procurement platform by using the user ID and digital signature. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons signing the bid.

D. Submission of Bid

12. Submission of Bids:

- 12.1 The Service Provider shall submit/ upload the bid through the e-procurement platform. No other mode of submission is permitted.
- 12.2 Bid Form and other documents as detailed in ITB Clause 7, 8 shall be addressed to the Employer. Original affidavit vouching the correctness of the information/ documents furnished shall be produced or delivered by post/courier to the Mission Director, KSRLPS, Fourth Floor, 55, Abhya Complex, Risaldar Road, Bangalore 560020 within 3 days after the last date of submission which shall be verified and retained by the Employer. The bidder is solely responsible to ensure submission of the requisite documents within the stipulated period and the Employer will not be responsible for postal/courier delays. The envelopes should bear the Project name, IFB title and number. In addition, the bidder shall provide the name and address of the Bidder to make further correspondence.

13. Deadline for Submission of Bids:

- 13.1 Bids must be submitted/ uploaded by the Bidders no later than the date and time specified for the submission of bids through the e-procurement platform. The e-procurement platform will not accept the bids after the stipulated date and time (as per the e-procurement platform time).
- 13.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. The amendment/ notification shall be notified in the e-procurement platform.

14. Late Bids

- 14.1 Bids cannot be uploaded by the Bidders after the deadline for submission/uploading of bids (as per the e-procurement platform time). In the "My bids" section of the e-procurement portal the bidders can view the status of their bids. Bidders may cancel/modify their bids before the last date and time for submission of bids. No bid can be modified/ cancelled after the deadline for submission of bids.

E. Opening and Evaluation of Bids

15. Opening of Bids by the Purchaser

- 15.1 The Employer will open/unlock all bids uploaded through e-procurement platform in the presence of Service Providers' representatives who choose to attend, at -- hours on -- and in the office of the Mission Director, KSRLPS.
- In the event of the specified date of bid opening being declared a holiday for the Employer, the bids shall be opened at the appointed time and location on the next working day.

15.2 The Service Providers' names, bid prices, discounts, and such other details as the Employer, at its discretion, may consider appropriate, will be announced at the opening. The Employer will prepare minutes of the opening of bids. Service Provider's representatives who are present shall sign a register of attendance.

16. Clarification of Bids:

16.1 During evaluation of bids, the Employer may, at its discretion, ask the Service Provider for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted

17. Preliminary Examination

17.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

17.2 The Employer may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

17.3 Prior to the detailed evaluation, the Employer will determine the substantial responsiveness of each bid to the bid document. For purposes of these Clauses, a substantially responsive quotation is one which conforms to all the terms and conditions of the bid document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 3.9), Payment (GCC Clause 6.3) will be deemed to be a material deviation. The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

17.4 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Service Provider by correction of the non-conformity.

18. Evaluation and Comparison of Bids:

18.1 The Employer will evaluate and compare the bids which have been determined to be substantially responsive, for all the items put together No bid will be considered if the complete requirements covered in the item is not included in the bid.

18.2 Deleted.

18.3 Deleted

19. Post-qualification

19.1 The Employer will determine to its satisfaction whether the Service Provider that is selected as having submitted the lowest evaluated responsive bid meets the Qualification information as in section V and is qualified to perform the contract satisfactorily.

19.2 The determination will take into account the Service Provider's financial, and performance capabilities. It will be based upon an examination of the documentary evidence of the Service Provider's qualifications submitted by the Service Provider pursuant to ITB Clause 7, as well as such other information as the Employer deems necessary and appropriate.

19.3 An affirmative determination will be a prerequisite for award of the Contract to the Service Provider. A negative determination will result in rejection of the Service Provider's bid, in which event the Employer will proceed to the next lowest evaluated bid to make a similar determination of that Service Provider's capabilities to perform the contract satisfactorily.

20. Award of Contract:

20.1 The Employer will award the Contract to the successful Service Provider whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated quotation, provided further that the Service Provider is determined to be qualified to perform the Contract satisfactorily.

21. Employer's right to vary Quantities at Time of Award

21.1 The Employer reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

22. Employer's Right to accept any bid and to reject any or all bids:

22.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Service Provider(s).

23. Notification of Award:

23.1 Prior to the expiration of the period of bid validity, the Employer will notify the successful Service Provider in writing by registered letter or by cable/e-mail or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

23.2 The notification of award will constitute the formation of the Contract.

24. Performance Security:

24.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price:

- a bank guarantee in the form given in Section 10; or
- Certified cheque / Bank draft, or acceptable National Saving Instruments in favour of the Mission Director, KSRLPS payable at Bangalore

- 24.2 Failure of the successful Service Provider to comply with the requirement of ITB Clause 24.1 shall constitute sufficient grounds for the annulment of the award in which event the Employer may make the award to the next lowest evaluated Service Provider or re-invite bids.
- 25.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders/ Suppliers/ Contractors/Service Providers under Bank-financed contracts, observe the highest standard of ethics and not indulge in corrupt and fraudulent practices, during the procurement and execution of such contracts.

SECTION III - GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;(b) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer;(c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;(e) "Employer" means the party who employs the Service Provider(f) "GCC" means these General Conditions of Contract;(g) "Government" means the Government of Karnataka;(h) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;(i) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;(j) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;(k) "Service Provider's Tender" means the completed tender document submitted by the Service Provider to the Employer;(l) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;(m) "Specifications" means the specifications of the service included in the tender document submitted by the Service Provider to the Employer(t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.(u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Indian Union and Karnataka

1.3 Language	This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mail, telegram, or facsimile to such Party at the address specified in the SCC.
1.5 Location	The Services shall be performed at such locations as are specified in the Schedule of Requirements and Performance Specifications
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.
1.8 Taxes and Duties	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties.
2.2 Commencement of Services	
2.2.1 Program :	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
2.2.2 Starting Date	The Service Provider shall start carrying out the Services immediately after signing of the Contract.
2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

<p>2.5.2 No Breach of Contract</p>	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
<p>2.5.3 Extension of Time</p>	<p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p>
<p>2.5.4 Payments</p>	<p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p>
<p>2.6 Termination</p>	
<p>2.6.1 By the Employer</p>	<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:</p> <ul style="list-style-type: none"> (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing; (b) if the Service Provider become insolvent or bankrupt; (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
<p>2.6.2 By the Service Provider</p>	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:</p> <ul style="list-style-type: none"> (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
<p>2.6.3 Payment upon Termination</p>	<p>Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:</p>

	<p>(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.</p>
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3. Obligations of the Service Provider

3.1 General	The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.
3.2 Conflict of Interests	
3.2.1 Service Provider Not to Benefit from Commissions and Discounts.	The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
3.2.2 Service Provider and Affiliates not to be otherwise interested in Project	The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.3 Prohibition of Conflicting Activities	Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities: <p>(a) during the term of this Contract, any business or professional activities in Karnataka which would conflict with the activities assigned to them under this Contract;</p> <p>(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;</p>
3.3 Confidentiality	The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

<p>3.4 Insurance to be taken out by the Service Provider</p>	<p>The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<p>3.5 Service Provider's Actions Requiring Employer's Prior Approval</p>	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (a) entering into a subcontract for the performance of any part of the Services, (b) changing the Program of activities;
<p>3.6 Reporting Obligations</p>	<p>The Service Provider shall submit to the Employer the reports and documents specified in Performance Specifications.</p>
<p>3.7 Documents Prepared by the Service Provider to Be the Property of the Employer</p>	<p>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p>
<p>3.8 Liquidated Damages</p>	
<p>3.8.1 Payments of Liquidated Damages</p>	<p>The Service Provider shall pay liquidated damages to the Employer at the rate stated in the SCC for non-performance or unsatisfactory performance of each of the Activity given in Section III A. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p>
<p>3.8.2 Lack of performance penalty</p>	<p>If the Service Provider does not improve his performance in the next year even after levy of the liquidated damages in the previous year and issuance of notices from the Employer, the contract with the Service Provider is liable to be terminated in terms of Clause 2.6.1 (a).</p>
<p>3.9 Performance Security</p>	<p>The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.</p>

4. Service Provider’s Personnel

4.1 Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Performance Specifications.
4.2 Removal and/or Replacement of Personnel	<p>a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

5. Obligations of the Employer

5.1 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
5.2 Services and Facilities	The Employer shall make available to the Service Provider the Services and Facilities as specified in the Performance Specifications.

6. Payments to the Service Provider

6.1 Remuneration	The Service Provider’s remuneration shall not exceed the Contract Price including all Subcontractors’ costs, and all other costs incurred by the Service Provider in carrying out the Services described in Performance Specifications. The Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.4.
6.2 Contract Price	(a) The price payable is set forth in the SCC .
6.3 Terms and Conditions of Payment	Payments will be made to the Service Provider according to the payment schedule stated in the SCC . Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
6.4 Price Adjustment	Prices shall be fixed for the duration of the contract.

7. Quality Control

7.1 Identifying Deficiencies in performance	The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the SCC . The Employer shall check the Service Provider's performance and notify him of any Deficiencies that are found. Such checking shall not affect the Service Provider's responsibilities.
7.2 Correction of Deficiencies and lack of performance.	<p>(a) The Employer shall give notice to the Service Provider of any Deficiencies during the performance of the Contract.</p> <p>(b) Every time a notice pointing out the deficiency is given, the Service Provider shall take corrective measures and improve the performance within the length of time specified by the Employer's notice.</p> <p>(c) If the Service Provider has not corrected the deficiency within the time specified in the Employer's notice, the Employer will impose liquidated damages as provided in Clause 3.8 and on persistence of the deficiency the contract is liable to be terminated.</p>

8. Settlement of Disputes

8.1 Amicable Settlement	<i>The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</i>
8.2 Dispute Settlement	<p>8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which cannot be settled amicably, the matter shall be referred to the Arbitrator within 45 days of the notification of disagreement of one party to the other.</p> <p>8.2.2 The arbitration shall be conducted as per provisions of the Arbitration and Conciliation Act 1996 as amended from time to time. The Single Arbitrator shall be nominated by the Chairman of the Indian Council of Arbitration New Delhi. The Arbitration proceedings shall be held in Bangalore in English language. The decision of the single Arbitrator shall be final and binding on all parties.</p> <p>8.2.3 All disputes shall be governed in accordance with laws prevailing in the city of Bangalore, India. Only competent courts within the city of Bangalore, Karnataka shall have jurisdiction to try any suit or proceedings whatsoever arising or in any way connected with this Contract.</p>

Section IV- SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(A)	The contract name Providing outside food catering services to office of Mission Director, KSRLPS
1.1(B)	The Employer is Mission Director, KSRLPS
1.1.(C)	The Service Provider is
1.4	<p>The addresses are:</p> <p>Employer: Mission Director, KSRLPS, No.55, Fourth Floor, Abahya Complex, Risaldar Street, Seshadripuram, Bangalore 560020</p> <p>Attention: Additional Mission Director, KSRLPS</p> <p>Telephone: 080-23083000/23564271</p> <p>E-mail nrlmkarnataka@gmail.com</p> <p>Facsimile: 080-</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Additional Mission Director, KSRLPS</p> <p>For the Service Provider: _____</p>
2.3	The Intended Completion Date is: One years from the date of signing Of the Contract.
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party :For the vehicles used by the Service Provider as per applicable law;</p> <p>(ii) Third Party liability : Rupees 5 lakhs;</p> <p>(iii) Employer's liability and workers' compensation: As per Workmen's Compensation Act;</p> <p>(iv) Professional liability : Equal to the value of the Contract;</p>
3.7	Does not apply

<p>3.8.1</p>	<p>The liquidated damages rates are as follows:</p> <table border="1" data-bbox="396 205 1458 814"> <thead> <tr> <th data-bbox="396 205 883 373"> <p>Name of Activity</p> </th> <th data-bbox="883 205 1458 373"> <p>Rate of damages to be deducted for performance less than the stipulated target as given in Section VI - Activity Schedule-A</p> </th> </tr> </thead> <tbody> <tr> <td data-bbox="396 373 883 575"> <p>For every default of providing any one of breakfast, tea with snacks, lunch and evening tea with snacks to the office of KSRLPS not as per requirement.</p> </td> <td data-bbox="883 373 1458 575"> <p>Rs 500/- per every default</p> </td> </tr> <tr> <td data-bbox="396 575 883 814"> <p>For every default of providing any one of Executive tea with snacks, Executive lunch and Executive evening tea with snacks to the office of secretariat or then other meetings not as per requirement.</p> </td> <td data-bbox="883 575 1458 814"> <p>Rs 500/- per every default</p> </td> </tr> </tbody> </table> <p>The maximum amount of liquidated damages for the whole contract is 10% of the total contract price</p>	<p>Name of Activity</p>	<p>Rate of damages to be deducted for performance less than the stipulated target as given in Section VI - Activity Schedule-A</p>	<p>For every default of providing any one of breakfast, tea with snacks, lunch and evening tea with snacks to the office of KSRLPS not as per requirement.</p>	<p>Rs 500/- per every default</p>	<p>For every default of providing any one of Executive tea with snacks, Executive lunch and Executive evening tea with snacks to the office of secretariat or then other meetings not as per requirement.</p>	<p>Rs 500/- per every default</p>
<p>Name of Activity</p>	<p>Rate of damages to be deducted for performance less than the stipulated target as given in Section VI - Activity Schedule-A</p>						
<p>For every default of providing any one of breakfast, tea with snacks, lunch and evening tea with snacks to the office of KSRLPS not as per requirement.</p>	<p>Rs 500/- per every default</p>						
<p>For every default of providing any one of Executive tea with snacks, Executive lunch and Executive evening tea with snacks to the office of secretariat or then other meetings not as per requirement.</p>	<p>Rs 500/- per every default</p>						
<p>6.2 (a)</p>	<p>The amount of contract is Rs..... plus Service Tax as applicable</p>						
<p>6.3</p>	<p>Payments to the Service Provider shall be made in the following manner: The Service Provider shall submit invoices (in duplicate) for providing outside food catering services on a monthly basis supported by copies of all documents. The invoices should be submitted within ten days of the completion of the month.</p>						
<p>6.3</p>	<p>Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 45 days in the case of the final payment. Every effort would be made to ensure that the payment to the Service Provider is made within 30 days of the submission of the Invoice complete in all respects and supported by the documents as detailed above. Incomplete invoices and those not supported by stipulated documents will be returned for compliance before payment. The Service Provider shall only be responsible for the delay. Any delay in payment of the invoice provided by the Service Provider shall not be an excuse for providing the services regularly by the stipulated dates.</p>						
<p>7.1</p>	<p>The Performance of the Service Provider would be reviewed on a quarterly basis by The Mission Director or his authorized representative.</p>						

Section V- SCHEDULE OF REQUIREMENT

Item No.	Brief Description of Item	Unit	Approx Quantity (PA)	Bid Security (Rs)	Period of contract
A	Supply to the Office of KSRLPS	Each		Rs.15,000/- (Rupees Fifteen thousand only)	One year from the date of signing of the Contract
A1	Breakfast - as per specification		10		
A2	Morning Mid Session Tea with Snacks - as per specification		45		
A3	Vegetarian Lunch - as per specification		45		
A4	Evening Mid Session Tea with Snacks		45		
B	Supply to the office of Secretariat and other officer meetings				
B1	Executive Morning Mid Session Tea with Snacks - as per specification		20		
B2	Executive Lunch - as per specification		20		
B3	Executive evening midsession Tea with Snacks - as per specification		20		

Note:

1. *The estimate quantities shown against each of the items are vary approximate and could vary considerably depending on the activities of the Project. The interse quantities for the item could also vary. The quantities given above are only for the evaluating the Bids.*
2. *The schedule of requirement is for information to the bidders and should not be uploaded on the e - procurement portal.*

ANNEXURE 1: SPECIFICATION FOR OFFICE OF KSRLPS:

SI No	SPECIFICATIONS	Grammage
A	BREAKFAST	
1	Idly (2) with Vada(1) served with sambar & chutney	50 gms each
2	Dosa (1) served with Palya , Sambar & Chutney	100 gms
3	Tea / coffee served with milk & sugar/ sugar sachet	150 ml
B	MORNING MID SESSION	
1	Tea/ coffee served with Milk & Sugar	150 ml
2	Chips - Lays / Potato Chips	10 gms
3	Cookies / Biscuits - Bakery Sweet & salt	2 nos
C	LUNCH	
1	Indian Bread -2 Nos (Akki Roti / Wheat Chapati / Pulka)	30 gms
2	Dry Subzi (Seasonal Vegetable)	100 gms
3	Veg with gravy	100gms
4	Flavored Rice - 1 type (Jeera Rice/ Veg Biryani/ veg fried rice)	100 gms
5	White Rice	100 gms
6	Dal / Sambar	80 gms
7	Rasam	150 ml
8	Mixed curd rice with pomegranate	50 gms
9	Papad - 1 No	9" size
10	Sweet - 1 No (Dry Gulab Jamum / mysore park /badam burfi)	50 gms
11	Salt & pickle (Lemon / Mango)	
12	Banana - 1No	
D	EVENING MID SESSION	
1	Tea/ Coffee served with Milk & Sugar / Sugar Sachet	150 ml
2	Bonda / Pakoda/ Samosa/ Veg Cutlet -1No	

ANNEXURE 2: SPECIFICATION FOR SECRETARIAT MEETINGS / OTHER OFFICERS MEETINGS

SL NO	SPECIFICATIONS	GRAMMAGE
A	EXECUTIVE MORNING MID SESSION	
1	Tea/ Coffee served with Milk & Sugar / Sugar Sachet	150 ml
2	Cookies / Biscuits - Bakery Sweet & salt	2 nos
3	Cashews (Salt & Pepper)	20 gms
4	Dry fruit cake	50 gms
B	EXECUTIVE LUNCH	
1	Salad cut & mixed vegetables	100 gms
2	Starters - Cauliflower / Baby Corn crisp Manchurian	50 gms
3	Indian Bread -2 Nos (Akki Roti / Wheat Chapati / Pulka)	30 gms
4	Vegetable gravy	100 gms
5	Dry Seasonal subzi	100 gms
6	Flavored Rice - 1 type (Jeera Rice/ Veg Biryani/ veg fried rice)	100 gms
7	White Rice	100 gms
8	Dal / Sambar	80 gms
9	Rasam	150 ml
10	Mixed curd rice with pomegranate	50 gms
11	Papad	9" size
12	Salt & Pickle (Lemon / Mango)	
13	Sweet - 1 No (Dry Gulab Jamum / mysore park /badam burfi)	5 gms
14	Fruit Salad with Ice Cream	150 gms
D	EXECUTIVE EVENING MID SESSION	
1	Tea/ Coffee served with Milk & Sugar / Sugar Sachet	150 ml
2	Bonda / Pakoda/ Samosa/ Veg Cutlet - 1 No	
3	Dry fruit cake	50 gms

Section VI- PERFORMANCE SPECIFICATIONS:

1. The Service Provider shall provide food catering services as per the specification on a single responsibility basis.
2. The Service Provider shall furnish the Certificate of Registration from competent authorities for providing the services as detailed in the Schedule of Requirement;
3. The Service Provider shall be registered with Service Tax authorities;
4. The Service provider shall have PAN and submitted Income Tax returns regularly;
5. The Service Provider shall provide the catering services as per requirements.
6. The Service Provider shall only act on requests for catering services submitted by the authorized staff/official of KSRLPS;
7. The specification for breakfast, lunch, midsession tea/coffee to be served in office of KSRLPS, Secretariat & any other place specified as given in Annexure 1 & 2.
8. The food should be prepared in hygienic environment/ premises.
9. The Service Provider shall use all vegetable and groceries items of first quality available in the market and double refined oil should be used for cooking, in case it is found that any service or any item in any service is sub-standard, it will be at liberty not to make any payment for that entire service or make appropriate deduction from the bills at its discretion.
10. Service bearers engaged by the Service Provider should wear neat & clean uniform while on duty and shall have adequate experience in serving with etiquette and courtesy.
11. The Service Provider must not employ any person below the age of 18 years.
12. All the required serving Utensils such as plates , spoons , cups etc should be of stainless steel and should be well clean.
13. A representative of the Service Provider shall report at least once a quarter to discuss any issues.
14. The Service Provider shall be fully responsible for all accidents, compensation payable or any other damages during the performance of the Contract and indemnify the Employer of all legal and other actions;
15. The Service Provider shall be responsible for pursuing all claim cases if any with the Insurance authorities and the Employer on his part will only provide any assistance to the extent possible;
16. No advance payment on any account shall be made to the Service Providers;
17. The invoices/bills in respect of providing the catering services should be submitted with all supporting documents on a monthly basis for scrutiny and payment.
18. KSRLPS reserves the right of ascertaining quality parameters
19. The tenders should be able to supply in short notice such as a telephone call/letter of correspondence from this office, without giving any room for complaints.

Section VII- Qualification Information

Provide the following details in respect of the Service Provider:

1. Name of Service Provider;
2. Place and date of registration;
3. Details of approval/registration with competent authorities for Hotel/Outside Catering Services, Municipal Corporation and other concerned authorities or other Government Agencies and should have its operations in Bangalore.
4. Principal place of business;
5. Nature of business, Give brief description;
6. Power of attorney of the signatory of the Bid;
7. Address, telephone number, Mobile number, Fax number, e-mail address, website etc of the organization and the authorized signatory;
8. State whether the bidder is an individual, partnership firm, registered society, private company or public company;
9. Date of incorporation and or commencement of business;
10. Attested copy of the Certificate of registration in the Commercial Tax department;
11. Attested copy of the registration in the Service tax Department;
12. Attested copy of the PAN and TAN;
13. Attested copy of the Income Tax/Service Tax return filed by the Service Provider for the last three years (2011-12 , 2012-13 and 2013-2014) in the Income Tax Department and the clearances obtained if any;
14. Attested copy of the Balance Sheet, Profit and Loss statement, auditor's report etc of the Service Provider for the last three years (2011-12, 2012-13 and 2013-14);
15. Annual Turnover should not be less than Rs. 25 lakhs in any of the two years, during the last five years, 2009-10, 2010-11, 2011-12, 2012-13, 2013-14 , which should be Certificate by a Chartered Accountant
16. Services performed as a prime service provider o various State/Central Government, state level organization and volume over the last three years (values in Indian Rupees) Also list details of work under way or committed, including expected completion date in the following format;

Name of assignment	Name of employer and contact person	Value of contract (Rs)	Date of commencement of contract	Date of completion/ expected date of completion	Remarks
1	2	3	4	5	6

17. Evidence of access to financial resources to meet qualification requirements: Cash in hand, lines of credit etc. To this end the Service Provider shall furnish a certificate from his banker that the service provider has liquid financial resources to the extent of not less than Rs 6 lakhs;
18. Name and address and telephone and fax numbers of banks that may provide references if contacted by the Employer;

19. Information regarding any litigation, current or within the last five years in which the tenderer is or has been involved in the following format;

Other parties	Cause of dispute	Details of litigation and award	Amount involved
1	2	3	4

Note: The bidder should submit/upload all the information supported by documents as required above completely. In- complete submission of information and uploading of all the supporting documents may result in rejection of the Bid.

Section VIII- BID FORM

Date :..... Credit No: 4978-IN.

IFB

No:.....

To:

The Mission Director
Fourth Floor, 55, Abhya Complex
Risaldar Road
Bangalore 560020

Sir/ Madam,

Having examined the Bid Document, we, the undersigned, offer to provide the Services of outside food catering as specified in the Schedule of Requirement (Section III) and as per Performance Specification detailed in Section IV.

If our bid is accepted, we will furnish Performance Security equivalent to FIVE percent of the Contract Price (excluding Service Tax) for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this bid for the validity period specified in ITB Clause 9 of the Bid document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any quotation you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 1 of the bidding documents.

Dated this day of 201

(Signature of the Service Provider)

Note: This Form is to be completed and signed by the bidder and uploaded on the e-procurement portal.

SECTION IX- PRICED ACTIVITY SCHEDULE

Activities which need to be performed by Service Provider as per stipulated performance Specifications (Section VI) for which payment will be made at the quoted and agreed rates:

Sl. No	Description of Item	Unit	Approx Quantity (PA)	Rate in Figures (Rs)	Rate in words (Rupees)	Amount in figures (Rs)
A	Supply to the office of KSRLPS	Each				
A1	Breakfast		10			
A2	Morning midsession Tea with Snacks		45			
A3	Vegetarian Lunch		45			
A4	Evening midsession tea with Snacks		45			
	Total of A					
B	Supply to the office of Secretariat & other Officer Meetings					
B1	Executive morning midsession tea with snacks		20			
B2	Executive Lunch		20			
B3	Executive evening midsession tea with snacks		20			
	Total of B					
	Total of A + B					

Total amount of Bid =Rs..... (Rupees.....)

Service Tax @ % shall be extra.

Date:

(Signature of the Bidder)

Note:

- (1) The estimated quantities are approximate and could vary considerably depending on the activities of the Project. The interse quantities of the project could also vary.
- (2) The quantities given above are for the purpose of evaluating the tenders only;
- (3) The Bidder should quote for all the items without fail; the evaluation would be done for all items together. Items for which, no rates are quoted would be treated as zero for evaluation purpose.

- (4) In case of discrepancy between the rates quoted in figures and words, the lower of the two would be considered.
- (5) In case of discrepancy between the unit rate and the amount, the unit rate would be prevail.
- (6) KSRLPS will not entertain any price revision during the contract period

The Bidder should complete the Priced Activity Schedule, sign the same and upload on the e-procurement portal.

SECTION X- LETTER OF ACCEPTANCE
(Letter head of Employer)

No.

Date:

To: [Name and address of the Service Provider]

.....
.....
.....

Dear Sirs:

This is to notify that your bid dated for providing outside food catering services the KSRLPS has been accepted by us.

You are hereby requested to furnish performance security within 21 days, of Rs.....in the form of demand draft/Bank Guarantee drawn on any Nationalized/Scheduled Bank in favour of Mission Director, KSRLPS valid till 30 days after the end of contract period of ONE year.

On furnishing of the Security deposit as above, you are requested to sign the Agreement and proceed with the Service as per terms and conditions.

Failure to submit the performance security and/or signing the Agreement may result in cancellation of the award and forfeiture of the Bid security as per terms of the contract.

Yours faithfully

Authorized Signatory
Name and designation of the Signatory.

Note: This Form is for the information of the Bidder and is not to be completed and uploaded on the e-procurement portal.

SECTION XI - CONTRACT FORM

THIS AGREEMENT made theday of....., 201...

Between..... (*Name of Employer*) (Hereinafter called “the Employer”) of the one part and..... (*Name of Service Provider*) of (Hereinafter called “the Service Provider”) of the other part:

WHEREAS the Employer is desirous that certain Services viz., outside food catering services to KSRLPS has accepted a bid by the Service Provider for the supply of those services in the sum of (*Contract Price in Words and Figures*) excluding service tax (Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Service Provider;
 - (b) the Schedule of Requirements;
 - (c) the Performance Specifications;
 - (d) Conditions of Contract (general and Special Conditions); and
 - (e) the Employer’s Notification of Award.
3. In consideration of the payments to be made by the Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Employer to provide the Services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Service Provider in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For the Employer)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Service Provider)
in the presence of:.....

Note: This Form is for the information of the Bidder and is not to be completed and uploaded on the e-procure

Section XII- Performance Bank Guarantee (Unconditional)

To: _____

Whereas _____ (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his 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 the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____] as aforesaid without your needing to prove or to show grounds or reasons for your demand for 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 or of the Services 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 Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Note: This Form is for the information of the Bidder and is not to be completed and uploaded on the e-procurement portal.