



"Towards Global Technological Excellence"
GOVERNMENT COLLEGE OF ENGINEERING, AMRAVATI

(An Autonomous Institute of Government of Maharashtra)
Near Kathora Naka, Amravati (M.S.), Pin: 444604

Phone: (0721) 2531929, 2531931
Website: www.gcoea.ac.in

Fax: 0721-2531930
e-mail: principal@gcoea.ac.in

No: GCOEA/Man power services /2024 /568

Date: 29 /01/2024

Invitation of E-Tender for Manpower Services

The Principal, Government College of Engineering (GCOE), Amravati, invites bids for the Manpower Services for Library section, Controller of Examination office, Administrative section from eligible contractor registered with government, semi government, public sector also who have not formally registered with any organization but having proven excellent experience in the concerned field and required eligibility.

For the manpower requirement process, the bidders shall follow the procedure described on e-Tendering website (<https://mahatenders.gov.in>). For further details about the e-Tendering procedure and its requirements, refer manual available on the e-Tendering website.

Sr.No	Item	Particulars
1.	Tender Reference	GCOEA/ Manpower Services/ 2024 /568 Dated: 29/01/ 2024
2.	Name of the Item	Manpower Services Contract
3.	Tender Fee	Rs. 1000/- Rupees One Thousand only, (non-refundable)
4.	EMD	Rs.15,000/- (Rupees Fifteen Thousand Only, refundable post completion of Final Acceptance by the purchaser)
5.	Address for Communication	The Principal, Government College of Engineering, Amravati, Near Kathora Naka, Amravati – 444 604
6.	Telephone Number	(0721) 2531930
7.	Email Address	principal@gcoea.ac.in
8.	e-Tendering Website	https://mahatenders.gov.in
9.	Tender shall remain valid till	90 days from the date of submission of tender

The Principal reserves the right to accept or reject or cancel any tender or relax any part of the tender offer without assigning any reason thereof. All the work, under the scope of this tender, will be on rate discovered through the tender.


The Principal
Government College of Engineering, Amravati (M.S.) – 444604

PRINCIPAL
Govt. College of Engineering
Amravati

IMPORTANT DATES

The important dates for the tender are mentioned below. The bidders are requested to take a note of it.

Sr no	Event	Target Date & Time
1	Start date and time of tender publication	12/02/2024 @05:00 p.m.
2	Start date and time of document download	12/02/2024 @05:00 p.m.
3	Start date and time of bid submission	12/02/2024 @05:00 p.m.
4	Date and time of pre-Bid meeting	16/02/2024 @12:00 noon
5	End date and time of bid submission	04/03/2024 @05:00 p.m.
6	Date and time of Technical bid opening	07/03/2024 @12:00 noon
7	Date and time of commercial bid opening	11/03/2024 @12:00 noon

Important Note:

Any organization debarred / black listed by Central / State government in India, at the time of submission of the bid, is not allowed to participate in the tender.

Important Instructions to Bidders for submission of Offer against Tender Enquiry

Published by Government College of Engineering, Amravati.

Instructions for submission of Tender and its accompaniments:

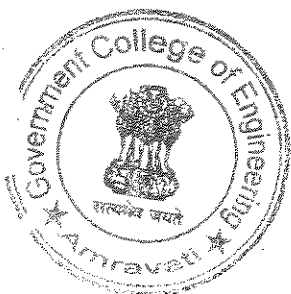
1) SUBMISSION OF BIDS


It is proposed to have a Two Cover System (**online process**) for this tender:

- (1) **Technical Bid** – Cover should contain Technical bid documents mentioned in '**Part-(E)**' of this tender notice.
 - (2) **Commercial Bid** – Cover should contain commercial bid document.
- 2) The documents required to be submitted with tender should be STRICTLY in the order as given below in '**Part-(A)**', otherwise the tender may get rejected. Also the documents should be serially numbered and initialed. Cutting/overwriting, if any, should be countersigned. **Each page of the tender should be duly signed and stamped by the authorized signatory.**
 - 3) The offer should be submitted in the prescribed form. All the documents are to be uploaded in PDF format only.
 - 4) Hypothetical and/or conditional bids will not be entertained.
 - 5) Rates should be quoted in India Rupees (INR) only as the comparison will be done on the basis of INR prices only. No assumptions are to be made regarding concession certificates like customs duty exemption etc. All inclusive prices in INR must be written on priced tender form.
 - 6) In commercial bid, all the items/sub-items like taxes, duties, charges, etc. should be clearly mentioned. Later, no claims will be entertained from the bidders regarding this and also the decision of the Principal, GCOE, Amravati in this regard shall be final and binding on the bidders. It is in the interest of bidders to give all the details of rates. *The Main BID ENVELOPE /Cover MUST contain: a) Envelop A (Technical Bid Envelop) mentioning the eligibility of the bidder for the said tender work, b) Envelop B (Commercial Bid Envelop) Download the BOQ, mention your cost and upload the same. Please quote price inclusive of all taxes(online).*
 - 7) Tenders will be opened on the date specified in Tender Notice. The bidders or their authorized representatives may remain present during the opening of the Tenders. The offers of the bidders qualifying technically are only

eligible for opening of Commercial Bid. Commercial Bids will be opened in the presence of bidder or their authorized representative (if any present).

- 8) PAYMENT TERMS: - Monthly payment upon satisfactory work report by authorized person from working section allocated to service provider. This shall be certified by concern authority section. Any deviation in satisfactory accomplishment of Section work shall lead to withholding the payment.
- 9) The offer should be firm, inclusive of all taxes. Escalation in price will not be allowed during the entire period of the contract.
- 10) The Principal, Government College of Engineering, Amravati does not bind himself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. Any tender in which any of the prescribed conditions is not fulfilled by the bidder may get rejected. The Principal resumes all rights in this regards.
- 11) The Commercial bids of the bidders who do not confirm to the eligibility criteria as mentioned in **Para 12** below will not be opened.
- 12) The bidder should have experience of at-least three year services in providing Manpower Services to any reputed organization. **Experience Certificate** and Letter from the organization where services have been given carried out is to be submitted in the technical bid envelop.
- 13) The technical qualification of the services offered should comply with the specifications as detailed in Scope of works. Govt. College of Engineering, Amravati has the sole discretion to accept or reject tenders based on deviations, if any, from the scope of works. Further, GCOE, Amravati reserves the full right to judge/consider the scope of work offered by the service provider in accordance to the requirements of the institute, to annul the complete bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for GCOE, Amravati's action. The choice of acceptance of work specifications shall solely remain with the purchaser.
- 14) The Library/COE/Administrative Section Manpower Services should start as per the date mentioned in the work order. If service is not started within the mentioned period then penalty charges of 1% of the cost mentioned in the work order per week will be applied on the service provider subjected to maximum 5% penalty charges of the cost mentioned in the work order. After five weeks the contract will be automatically terminated.
- 15) **Principal resumes all rights to increase/decrease the no. of persons required** as given in **Annexure – 1**, at any time during the contract period or before awarding the contract.
- 16) Contract can be terminated on either side by giving one month notice
- 17) Award of Contract based on Lowest quoted rate(L1) by bidder
- 18) If more than two bidders have quoted same bid price, then bidder will be selected on the basis of
 - Those have more total experience of similar type of work.
 - If more than two bidders have same number of year/month experience, preference will be given to those having government organization experience.
- 19) Amendment to the tender document: GCOE, Amravati reserves the right to make revisions or amendments to the tender documents prior to the closing date of the tender. Such revisions or amendments shall be announced by an addendum or corrigendum.
- 20) Normal working hour of manpower services will be from morning 10:00 Am to evening 6.00 Pm. The extended working hours may be required as decided by administration from time to time. In that case the payment will be made as per the quoted rate on hourly basis.
- 21) We look forward to receiving your quotations and thank you for your interest in this process.




The Principal
Government College of Engineering,
Amravati 444604
Principal
Government College of Engineering
Amravati

The bidder shall submit the tender and other documents as follows:

Part – (A) ENVELOPE/COVER CONTENTS

Online “Two Envelop/cover” Systems will be followed for this tender. Two envelopes/Cover, namely, ‘Technical Bid Envelop’ and ‘Commercial Bid Envelop’.

PROCEDURE FOR SUBMISSION OF BIDS:

The quotation shall be submitted in two covers, Technical and Commercial and shall be **submitted online** on <https://mahatenders.gov.in> website.

I. The envelope containing technical bid should contain the following:

Envelop A (Technical Bid Envelop): (all the documents are to be uploaded in PDF format)

This envelope must contain documents (on Company letter head) regarding years of experience, list of past and present clients, services provided in past with nature of services, any recognition or award received for rendering services, any other technical specification if any, filled in and duly stamped Proforma mentioning performance of the supplier, with undertaking on Rs. 100/- stamp paper (**Annexure – 3**), No-deviation certificate in prescribed proforma (**Table – 1**), Service Tax / VAT, GST registration & clearance certificate [STCC or VAT] either from State or Central Govt. etc.

- 1) **Covering Letter for Enclosure:** A covering letter stating the list of enclosures should be attached in the offer along with the checklist.
- 2) **EMD: Rs. 15,000/-** (Rupees Fifteen Thousand Only, refundable post completion of Final Acceptance Test and without any interest whatsoever) to be paid through e-Tendering website <https://mahatenders.gov.in>.

EMD of all the unsuccessful bidders will be refunded by <https://mahatenders.gov.in> website automatically. EMD of the successful bidders will be discharged only after the completion of the work and submission of Satisfactory Completion Report (signed by the Purchaser). GCOE, Amravati shall NOT pay any interest on EMDs of any bidder and reserves the right to refund during the mentioned period subject to conditions of proper technical support in financial dealings from the <https://mahatenders.gov.in> website.

EMD shall be forfeited in the following cases:

- If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract and refuses to work at GCOE, Amravati
- 3) **Service Tax / VAT, GST Registration:** Service Tax / VAT, GST registration and clearance certificates [STCC or VAT] either from State and/or Central Government (as the case may be) showing tax paid up to Last Financial year and no dues. If it is not possible to submit STCC/ VAT clearance certificate along with Tender, proof of application made for obtaining STCC/VAT clearance certificate to be submitted along with Tender. Respective clearance certificates or challan of advance tax paid are necessary.
 - 4) **No Deviation Statement:** A no-deviation certificate must mention the Nature of Services quoted by the bidder against the tender (**Table – 1**)
No Deviation statement of specification of the Services offered giving details of specifications in following proforma only (No other format will be accepted). Specifications of the Item called for are given in **Annexure – A**.

Proforma of No Deviation Certificate (Table – 1)

Name of the Service Provider:

Specification of Services stated in Tender Enquiry step by step	Specification of Services offered by Bidder step by step	Whether there are deviation from the tender specification, Yes / No	If yes, indicate clearly which the deviations are
1	2	3	4
Specification detail 1,			
Specification detail 2...			
etc.			

Signature of Bidder with Seal

Bidder must fill the above pro-forma and certifying that 'There is no deviation between tender specifications and specifications quoted by the bidder' is not acceptable and such bids are likely to be rejected.

- 5) **List of Users/Clients for past experience:** List of users/clients regarding nature of the services of similar nature rendered by you stating the years in which it was rendered. Preferably the self-attested photocopies of work orders confirming the claim of such experience should be given.
- 6) **Performance of Supplier:** Past experience of bidder with this Department or elsewhere regarding service supplied.
- 7) **Declaration by the bidder (penalty clause):** Copy of Declaration duly signed by bidder regarding penalty clause. Please refer **Tender Form and Terms & Conditions for Tendering**. Any misleading information, whether intentional or unintentional will lead to disqualification.

The envelope containing Commercial Bid should contain the following:

Envelop – B (Commercial Bid Envelop/Cover):

Note:-

1. Contractor shall provide uniformed and trained personnel and use its best Endeavour to provide Manpower Services for efficient working of assigned Section. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labor (R&A) Act, weekly-off replacement charges. Cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per month. **If the minimum wages is revised by the Government of Maharashtra, the incremental wages, if applicable, will be provided.**
2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labor laws will be treated as invalid.
3. The contract is for eleven months.
4. **The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words.** Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

Part – (B) SECURITY DEPOSIT / PERFORMANCE GUARANTEE

Bank Guarantee/ FDR /drawn in favor of "Principal, Government College of Engineering, Amravati" of 5 % of the value of the contract must be deposited within 7 days as Security Deposit after award of the contract (Refer **Annexure – 5**). The name of the firm and tender number should be written on the backside of Bank Guarantee/ FDR. The Bank Guarantee/ FDR should be in the name of "Principal, Government College of Engineering, Amravati", payable at Amravati and should have validity of minimum 12 months. This SD/FDR will be refunded after the expiry/Successful completion of contract period. Please refer **Tender Form and Terms & Conditions for Tendering**.

Part – (C) SUBMISSION OF TENDER

- 1) All the bidders should submit their tenders online on the website <https://mahatenders.gov.in>. The bidders shall be fully responsible for proper submission of bids on the said website. Any communication in any form shall not be entertained by the GCOE, Amravati regarding bid submission on the said website.
- 2) The tender received after closing date and time will not be accepted at all.

Part – (D) OPENING OF TENDER

- 1) The tenders will be opened on the date specified in the tender notice. The supplier/their authorized representative can attend the tender opening. In case, under unavoidable circumstances, the specified date for submission of tenders falls on or is subsequently declared as holiday or closed day for this office, the tenders shall be received up to next succeeding working day till the prescribed time. The same shall apply on opening of the tenders where under unavoidable circumstances, the specified date for opening of tenders falls on or is subsequently declared as holiday or closed day for this office, the tenders shall be opened on next succeeding working day on the prescribed time.
- 2) The technical bids shall be opened first for verification and scrutiny for eligibility of the bidder. The offers will be first evaluated for completeness with respect to documents to be submitted with the offer. Those offers which have all the supporting documents as per requirements in the tender enquiry will be evaluated on technical grounds. Commercial bids of technically valid offers will be opened and lowest offer will be recommended. Final decision will be taken by the Principal, Government College of Engineering, Amravati.

- 3) The commercial bids of only those bidders who fulfill all the requirements mentioned in this Tender document shall be opened.
- 4) The Principal, Government College of Engineering, Amravati shall have the full right to reject any tender without assigning any reason whatsoever to the bidder.
- 5) Competent Bidder fulfilling all the requirements and quoting the lowest price will be informed about the intention of award of contract (Acceptance of Tender) by sending an Acceptance Letter (A/L). Purchase order shall be released only on acceptance of **Tender Form & Terms & Conditions for Tendering**
- 6) The date of opening of tenders is as specified on the website of this office and in this tender notice.

Part – (E) Check List of documents to be submitted along with tenders in technical bid envelop:

Sr. No.	Item for which proof document is required
1.	Covering Letter for tender on letter head of the bidder with Annexure-2
2.	A self-attested copy of PAN of the firm/Proprietor(s)
3.	Service tax /GST registration certificate and Service tax /VAT Clearance certificate for the recent assessment year/ Application for clearance certificate/Challan for advance tax paid
4.	No-deviation certificate in prescribed pro-forma only(Table-1)
5.	List of users/clients, Preferably the self-attested photocopies of experience certificate confirming the claim of experience in years should be given (work order not consider for counting experience)
6.	Annexure-A with Terms & Conditions
7.	Support infrastructure/Service Centre Details with Address & Telephone Nos. of the bidder
8.	Tender Fee & EMD fee paid receipt copy
9.	Annexure – 3 given on Rs. 100/- on paper
10.	GST registration certificate
11.	Declaration of Certificate Submission (Annexure– 6) and Annexure-4
12.	Minimum Rs 20 Lac turnover certificate of last financial year from auditor / Income tax return / Bank statement
13.	Certified Copy of shop Act License from Labour Office to Employ Contract labour under Contract Labour Act.
14.	Certified Copy of registration certificate under Employees insurance Act.(ESIC)
15.	Certified Copy of registration under Maharashtra Labour Welfare Board.
16.	Copy of registration certificate under Employees Provident Fund Act.

Note : Every document page to be signed by the bidder before uploading

Annexure – A

[Tender for providing Manpower Services at GCOE, Amravati]

DETAILS OF THE FIRM (on the Letter Head of the firm)

1. Name of the firm: _____

2. Office Address: _____

3. Tel. & Mob. Nos.: _____

4. FAX No./Email ID: _____

5. Details of Directors/Partners/Proprietor of the firm:

a) Name(s):

b) Residence Address(s):

c) Mobile No.(s):

6. Service Tax Registration No./ GST NO .: _____

(Copy of Registration certificate to be enclosed)

5. PAN No. of the Firm/Proprietor: _____

6. GST Registration Number: _____ Last Date of Validity: _____

7. *It is certified that our firm is neither blacklisted by any Government Department nor any criminal case is registered/pending against the firm or its owner/partners anywhere in India.*

Declaration by the bidder:

I hereby fully agree to all the terms and conditions mentioned by the Principal, Government College of Engineering, Amravati for providing Manpower Services to GCOE, Amravati.

I further declare that, I am fully aware of the fact that the services provided by me towards this tender of GCOE, Amravati shall be in line with the above terms and conditions and with any other factor put forward by Government College of Engineering, Amravati as and when required.

We accept all terms and conditions of the aforesaid Tender Enquiry.

Date:

Name & Signature of the Bidder with Designation

Seal of the Bidder:

Tender Form & Terms and Conditions for Tendering

Tender submission should be addressed to:

The Principal
Government College of Engineering, Amravati
Amravati (M.S.)
Pin: 444 604

Reference: GCOEA/Dean (Academic)/ Manpower Services Contract/ 568 , Dated: 13/01/2024

We, the undersigned have examined the above mentioned Tender Notice and after having understood the requirement of your office and fully abiding by your terms and conditions, now offer to work and deliver the required service in accordance with your demand/order in conformity with the specifications and rate given here under:

Description of the product called for are given below:

DEFINITIONS :

1. **“Contractor”** shall mean the individuals of firm or company whether incorporated or not, undertaking the contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company. This shall be synonymous with term “Tenderer” used in the Detailed Tender Notice and shall mean the successful “Tenderer”.
2. **“Services”** shall mean the services to be supplied to by the Contractor as stated in the Contract and shall include Manpower Services that are prescribed in the Tender document.
3. **“Contract”** shall mean and include the terms and conditions of contract. Letter of acceptance, the offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the offered by and any other document forming part of the contract.
4. **“Contract Amount ”** shall mean the sum quoted by the Contractor in his offer and accepted by
5. **“Competent Officer ”** shall mean any officer authorized by The Principal to act on behalf of
6. **“Government”** shall mean the Government of Maharashtra and shall include the Governor of Maharashtra.
7. **“The Principal”** shall mean Principal Government College of Engineering, Amravati as incorporated under the concerned Act.
8. **“Approved”** shall mean approved in writing including subsequent confirmation of previous verbal approval. “Approval” shall mean approval in writing including as aforesaid.
9. **“Specification”** means the specification referred to in the Tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Competent Authority. In case where no particular specification is given, the relevant specification, where one exists, of the Bureau of Indian Standards shall apply
10. **“Tender”** means the Contractor’s priced offer for the supply of the Services and remedying of any defects therein in accordance with the provisions of the Contract, the Maintenance and services as accepted by the Letter of Acceptance.

11. **"Letter of Acceptance"** means the formal acceptance by Contractor
17. **"Commencement Date"** means the date upon which the Contractor receives the notice to commence the supply of Services.
18. **"Time for completion"** means the time for completing the supply of services or any part thereof as stated in the Contract calculated from the Commencement Date.
19. **"Annexure"** referred to in these conditions shall means the relevant annexure appended to the Contract.

2.0 PARTIES TO THE CONTRACT:

The parties to the Contract shall be the Contractor, whose offer is accepted by the person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, Principal Government College of Engineering, Amravati may, without prejudice to any other Civil/criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damage for such termination.

3.0 CONTRACT DOCUMENT:

The several Contract documents forming the Contract shall be taken as mutually explain to of one another, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the contract.

4.0 QUALITY OF SERVICES:

All Services to be supplied by the contractor shall be in conformity with the specifications laid down in the Contract. The services supplied under the Contract must be of the highest quality and standard.

5.0 INSPECTION OF SERVICES:

The Competent Authority will carry out inspection of the Services supplied to confirm their conformity to the Contract specifications. The Competent Authority shall be entitled at any time to inspect the services

6.0 IMPOSITION OF FINES / PENALTY:

The Contractor shall be liable for deficiency in the Services as indicated in penalty clause of tender document.

7.0 PAYMENTS:

Increase in minimum wages, as and when applicable shall be paid to the contractor by the institute. The institute shall not be responsible for any kind of legal matters arising out of non-compliance of payment of minimum wages. The rates quoted shall be inclusive of work contract tax, Sales Tax, Octroi or any other duty or taxes levied by the Central or State Govt. or Local Body Service tax & Educational Cess on Service Tax. The rates shall be firm and fixed and shall not be subject to any change, variations, on any other condition whatsoever nature and shall hold well till completion of supply of the Services.

Bills for Services supplied under this contract shall be prepared in duplicate by the Contractor at the end of every month. The payment of bills and other claims arising out of the Contract will be made by Account Payee Cheque drawn in the name of the Contractor.

It may be noted that under the provision of the Indian Income Tax Act, is required to deduct Tax with surcharge at source at prevailing rates from the gross amount of each bill submitted. Similarly, under the provisions of the Maharashtra Sales Tax Act, is required to deduct Turnover Tax at source at the rates prevailing at the time of payment. The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulation

8.0 ASSIGNMENT OF CONTRACT, ALTERNATION IN FIRM:

Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the contract without the prior consent of Principal Government college of Engineering, Amravati. It may also be noted that Joint venture will not be allowed for this contract.

9.0 CORRUPT OR FRAUDULENT PRACTICES:

Principal Government college of Engineering, Amravati requisite the contractors under this tender to observe the highest standards of ethics during the procurement and execution of such Contracts, in pursuance of this policy, defines for the purposes of this provision, the terms set forth as follows:

- a) 'Corrupt practice' means the offering giving, receiving or soliciting of anything of value of influence the action of the public official in the procurement process or in Contract execution, and
- b) 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or a execution of a Contract to the detriment of Principal Government College of Engineering, Amravati, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive of the benefits of the free and open competition.

Principal Government college of Engineering, Amravati will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices in competing for the Contract in question. Principal Government college of Engineering, Amravati will hold the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in execution the Contractor.

10.0 Earnest Money Deposit:

The Earnest Money Deposit for an amount mentioned in the tender notice / document valid for min. 120 days in form of D.D/online payment transfer from any Nationalized Bank or Scheduled Bank in favour of – "Principal Government College of Engineering, Amravati." in online.

Earnest Money of Unsuccessful Tenderer will be released after obtaining resolution of Standing Committee about successful tenderer.

11.0 PERFORMANCE SECURITY DEPOSIT:

The Interest free Security Deposit for an amount of 5% of the Contract value, valid till the contract period, from the date of commencement of work, shall be required to be provided by the contractor.

11.A RETENTION : Total 5% of the Contract.

12.0 FORFEITURE OF SECURITY DEPOSIT:

If during the term of this Contract the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the ways of fines, penalties and recovery of any other amounts due to it, "Principal Government College of Engineering, Amravati shall, without prejudice to its other rights and remedies here under or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.

Nothing herein mentioned shall debar "Principal Government College of Engineering, Amravati from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Security Deposit.

13.0 RETURN OF SECURITY DEPOSIT:

The Security Deposit shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of Principal Government College of Engineering Amravati. The Security Deposit shall be returned to the Contractor by Principal Government College of Engineering Amravati, provided that no outstanding claims are pending on the Contractor.

14.0 DISPUTES & ARBITRATION:

The Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If a dispute of any kind whatsoever that cannot be resolved, the same shall be referred to the sole arbitration of "Principal Government College of Engineering, Amravati and "Principal Government College of Engineering, Amravati is unable or unwilling to act as such, then the matter in dispute shall be referred to sole arbitration or such other person appointed by "Principal Government College of Engineering, Amravati who is willing to act as such Arbitrator, it is also a term of this Contract that no person other than a person appointed by "Principal Government College of Engineering, Amravati. as foresaid should act as an Arbitrator.

As aforesaid the provisions of the Arbitration and conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

15.0 MODE OF SERVING NOTICE:

Communications between Parties which are referred to in the Contract, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act.)

Subject to as otherwise provide in this Contract all notices to be issued on behalf of Principal Government college of Engineering, Amravati and all other actions to be taken on its behalf may be given or taken by the Competent Authority.

If sent by registered post to the last known place or abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

16.0 PUBLICITY:

Any publicity by the Contractor in which the name of Principal Government college of Engineering, Amravati is to be used should be done only with the explicit written permission of Principal, Government college of Engineering, Amravati

17.0 GOVERNING LANGUAGE:

Governing language for the entire contract and communications thereof shall be in English only.

18.0 LAW:

The Contract shall be governed and construed in accordance with the law in India.

19.0 LEGAL JURISDICTION:

No suit or other proceedings relating to performance or breach of Contract shall be filled or taken by the Contractor in any Court of Law except principal court of Ordinary Civil Jurisdiction at Amravati which shall have exclusive jurisdiction to the exclusion of any outside court.

19.1 STAMP DUTY:

The Contractor shall bear and pay any stamp duty and registration charges of the Contract.

Date:

Name & Signature of the Bidder with Designation

Seal of the Bidder:

TENDER CONDITIONS

PLEASE DO NOT FORGET (SCAN COPY ATTACH)

ENVELOP/COVER NO. 1

Only those Tenderers who possess the following eligibility criteria should apply. Tenderers shall submit documentary proof of eligibility criteria in desired format as detailed in the Tender Schedule. Tenders not meeting the eligibility criteria will be summarily rejected.

1. Earnest money in the form of demand draft/online payment transfers for a period of six month and issued by the nationalized / scheduled bank and duly endorsed in the name of Principal Government college of Engineering, Amravati.
2. Tenderers have to produce attested supporting documents/certificates in form of completion or part completion certificates & work orders for the subject work. Both Completion Certificate & Work Order are compulsory.
3. Tenderer has to enclose certified copy of registration under sales tax act/ service Tax/GST act in Maharashtra and submit copy of last 3 years tax return upto March 2023 & certified copy of PAN Card No. of the Tenderer to be enclosed **(Annexure – 2)**
4. Tenderer has to enclose Certified Copy of registration certificate under Employees Provident Fund Act.
5. Certified Copy of shop Act License from Labour Office to Employ Contract labour under Contract Labour Act.
6. Tenderer has to enclose Certified Copy of registration certificate under Employees insurance Act.(ESIC)
7. Tenderer has to enclose Certified Copy of Maharashtra Labour Welfare Board.
8. The annual turnover of the bidder should be minimum 20(Twenty Five) Lakhs for last financial years.
11. Tenderer has to enclose certified copy of **“Details of Tenderer” (Annexure – 2)**
12. Tenderer has to enclose certified copy of **“Power of Attorney” (Annexure – 4)**

SPECIAL CONDITIONS

- 1
- 1.0 Bidder may visit the site before quoting rates.
- 1.1 The Contractor should provide satisfactory evidence acceptable to show that
 - (a) He is a reputed firm / contractor who regularly under takes the works Man power to the subject tender and has adequate technical knowledge and experience.
 - (b) He has an established proper supervisory control organization to ensure that there is adequate control at all stages of execution of the contract. He should give proper Quality assurance chart for the work and organizational chart.
- 1.2 The Contractor shall have complete technical know-how of manpower management, its operating procedures and work methods to get the required job done with minimum possible resources.
- 1.3 The contractor shall have to give the services as per minimum frequencies mentioned However, the manpower services shall have to be done more frequently if required as per the instructions of "Principal Government College of Engineering, Amravati" for which nothing extra shall be paid.
- 1.4 The tenderer should follow the scope of work mentioned in the tender.
- 1.5 The contractor shall work in close coordination with officials working in various Establishments related to which the work has been awarded and modify working schedule if required as per users convenience. No claim whatsoever on this account shall be entertained.
- 1.6 The information & site data mentioned in the tender documents are being furnished for general information & guidance only. Principal Government College of Engineering, Amravati or his successors in no case shall be held responsible for the accuracy thereof or any interpretations or conclusion drawn there from. The contractor shall verify such data to his entire satisfaction before quoting the rates.
- 1.7 The contractor shall dispose other unserviceable materials and waste at their own cost to the dumping place within the premises and under no circumstances these shall be stacked/dumped even temporarily within the building or the surrounding premises.
- 1.8 Tendered rates shall be for complete work covering labour, royalties fees, rent, excise duty, custom duty, sales tax, etc. Sales tax on works contract tax (if any), Octroi, entry tax & wages, overheads, general and special liabilities / obligations as mentioned and profits etc. Contractor shall pay necessary taxes, such as sales tax, GST, Central excise duty, customs duty etc. as above to relevant authorities.
- 1.9 The standard of sanitation/cleanliness shall always be to the satisfaction of the authorized representative of THE PRINCIPAL OF GOVERNMENT COLLEGE OF ENGINEERING ,AMRAVATI. In-charge whose decision in this regard shall be final and binding on the contractor.
- 1.10 The contractor shall appoint exclusively for this work one person /supervisor among the workers who shall coordinate with the Concerned authorities as & when needed.
- 1.11 The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to be rendered to "Principal Government College of Engineering, Amravati and shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which "Principal Government College of Engineering, Amravati may be party or involved as a result of the contractors failure to comply and of the obligation under the relevant act law which the contractor is to follow.
- 1.12 The tenderer should deploy optimum number of manpower to complete the said work.

- 1.13 While working in with due safety, any hazard/ accident in handling any commodity will not be the responsibility of the "Principal Government College of Engineering, Amravati"
- 1.14 The computer systems and other equipment's such as printers etc and stationary will be made available by the Institute to the service providing agency for data entry operations.
- 1.15 The service providing agency will be solely responsible for completion of the assigned task in the stipulated time. **No leave other than weekend (Preferably Sunday) shall be applicable.** Also the employees of the service providing agency will be responsible for reporting day to day work-progress to the Institute. In case of absenteeism, the amount will be deducted as per rules.
- 1.16 Utmost precautions must be taken by the service providing agency for data security.
- 1.17 No information/data, either in soft or hard form should be transferred outside the Institute by the service providing agency. If observed to do so, the agency will liable to be prosecuted under the section of law.
- 1.18 Service providing agency shall assure that the personnel employed by it are above 18 years of age. The ager should follow Minimum Wages Act 1948 and other relevant labour laws for its worker, extending their services to Institute. If it fails to comply with the provisions of various Acts and if the college management observes any breach thereof its contract is liable for termination forthwith. The college management also reserves its right to withhold the payment to service providing agency in such case.
- 1.19 The College management shall be in no way responsible or liable for the payment of wages, salaries, HRA, Leave Payment, Gratuity, Bonus & other allowance, if any.
- 1.20 Service providing agency will take immediate & suitable steps to ensure that lapses in discharge of duties if any, when brought to his notice, are corrected / removed.
- 1.21 In the event, worker of service providing agency are involved in any act which is detrimental to the interest of institute, the management of institute reserves the right to ask service providing agency to withdraw such person(s) from the premises without any advance notice to service providing agency in that behalf.
- 1.22 Service providing agency should ensure that its workers shall comply with all safety rules and regulation
- 1.23 If any employee of service providing agency is found intoxicated/under the spell of alcoholic drinks, he shall be immediately removed and his replacement be given.
- 1.24 In case of theft/pilferage/damage of the property of institute, FIR shall be lodged by the nominated representative of the institute. At the same time joint enquiry by the nominated representative of the authority of college institute and service providing agency will be carried out; and if it is concluded by the joint enquiry that the loss /damage/pilferage/theft is caused due to negligence of service providing agency to the extent one month's salary of worker held responsible for such a loss. However, such an action should only be taken after finalization of police investigations. Also a disciplinary action will be taken against the defaulter worker by service providing agency.
- 1.25 Claims of compensation if any will be settled by service providing agency itself. No burden of claim settlements lies with institute.

- 1.26. Service providing agency will submit monthly bill along with photocopies of challans for statutory compliances for the previous month by the first week of next month to the college management for making the payment. These bills will be paid within 30 days from the days of receipt of bills.
- 1.27 The service providing agency shall maintain all records and registers which are required to be maintained mainly as per the acts mentioned as above, in respect of its worker/ operatives engaged by the institute and shall produce the same for inspection when demanded by the college authority/govt. authorities.
- 1.28 The contract can be terminated by both parties at any time without assigning any reason by giving 30 days notice
- 1.29 In case of any dispute, only the college management and service providing agency will be Entitled to settle the dispute. No third party will be involved in the same, for settling any Dispute arising out of this. The Jurisdiction will be Amravati city.
- 1.30 If the contract for providing service is offered, the **service providing agency shall be require to submit the acceptance of Terms and Conditions on a Non-Judicial stamp paper of Rs. 100/-**. It shall also require to **submit the resume and other record of the workers such as character certificate etc. to the college.**
- 1.31 **The institute may extend the contract for additional one/two years but not beyond three years, if services rendered by the bidder are found satisfactory.** The extended period can be canceled at any time if any deviation is found in contract terms on account of unsatisfactory work. For this the institute will constitute a committee of at least 3 members of diversified departments, Administrative officer and Registrar of the institute to recommend the extension of services. However the competent authority/Board of Governance reserves all rights in this regard.
- 1.32 The service providing agency shall be responsible for the payment of the appropriate Income tax/service tax & other charges if any as applicable as per the law.

The contractor at all times should indemnify contracting Authority 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 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. The institute will not own any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time.

2. General Conditions

- 2.1 The work in general shall be carried out in accordance with the scope of work mentioned in the tender.
- 2.2 The work shall be carried out in the manner complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by "Principal Government College of Engineering, Amravati In-charge & nothing extra shall be paid on this account.
- 2.3 The contractor shall comply with proper & legal orders & direction of the local or public authority or municipality and abide by their rules & regulations & pay all fees & charges which may be liable.
- 2.4 Payment will be made in Indian currency only.
- 2.5 The contractor shall execute his work in such a manner that no damage is made to the existing structure.
- 2.6 The contractor shall conduct his work so as not to interfere with or hinder with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable & co-ordinate manner & shall perform it in proper sequence to the complete satisfaction of In-Charge.
- 2.7 Income Tax as per Income Tax Rules & GST, Sales Tax as per Maharashtra Sales Tax Rules will be recovered from the gross of the bill.
- 2.8 Detailed technical schedule for work as per enclosed list in tender form should be followed [Annexure 1]
- 2.9 Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the people nearby since this is an education institute.
- 2.10 The contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on this account. General security restriction are given as under:
- (a) Labour huts/stay of workmen will not be allowed at site
 - (b) Proper Identity cards to be given to the employees.
 - (c) As and when there will be work requirements certain additional restriction can be imposed as per the requirement of the situation.
 - (d) The contractor shall be responsible for behavior and conduct of his laborer. No laborer with doubtful integrity of having bad record shall be engaged by the contractor. The Principal shall have the authority to remove a labour with doubtful integrity or misconduct.
- 2.11 Satisfactory working in sites allocated to service provider shall be done periodically (as mentioned). This shall be certified by the internal member from concern department. Any deviation in satisfactory accomplishment of work shall lead to withholding the payment.
- 2.12 The contract shall come in effect as soon as contract document is signed by the authorized representative of supplier and the institution
- 2.13 Taxes, Duties, Levies and Incidental Expenses: The bidder will bear all Taxes, Duties, Levies and Incidental Expenses including Boarding, Lodging & Conveyance etc. of the team.
- 2.14 Indemnity: The contractor shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 2.15 Force Majeure: The contractor will not be held responsible for the damages/sabotage caused to the property of the Institute due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.

- 2.16 Termination for Default: The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this Contract in whole or in part, if the Supplier fails to satisfactory accomplishment the work of Dean (Academic) Section
- 2.17 Penalty Clause: The work should start as per the date mentioned in the work order. If service is not started within the mentioned period then penalty charges of 1% of the cost mentioned in the work order per week will be applied on the service provider subjected to maximum 5% penalty charges of the cost mentioned in the work order. Final decision in this regard shall be taken by The Principal, Govt. College of Engineering, Amravati.
- 2.18 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 2.19 The service provider is further required to understand that The Principal, Govt. College of Engineering, Amravati is not bound to accept the lowest or any bid that may be received against this tender enquiry.
- 2.20 Details of the bidder in prescribed format i.e. Annexure-B of the tender form on the Letter Head of the bidders' firm should be submitted with tender submission.

FINANCIAL BID

1. For Providing **Thirteen Skilled and Seven Unskilled** manpower to the of the Government College of Engineering, Amravati.
2. All the Skilled , semiskilled and Unskilled manpower deployed in this College shall be paid their wages on time by the Company/ Firm/ Agency. Monthly wages to be paid to deployed manpower will be as per following break up:

Manpower Financial BoQ Rate

S.N.	Description	Amount (Rs.) for One Skilled Worker/ Month	Amount (Rs.) for One Unskilled Worker/ Month
1	Basic Minimum Wages	11632	10021
2	D.A.	2678	2678
3	Total (1 + 2)	14310	12699
4	EPF (13 % of 3)	1860	1651
5	ESI (3.25 % of 3)	465	412
6	Total Rs. Per Worker Per Month (S.N. 3 to 5)	16635	14762
7	Contractor Service Charge per worker per month (should be above zero, in Percentage) on item Sr no 6 which is common to skilled and unskilled category		
8	GST 18%		18%

Notes:

1. **Please quote the amount (Rs.) of S.N. 7 & 8 in online mode in excel sheet**
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.
3. **While Quoting rate by the bidder(Contractor service charges), ensure inclusion of admin charges ,EPF/EDL/ESI and any other charges if any.**
4. Rate of Basic minimum wages quoted as per letter of Industries, Energy and Labour Department, Mumbai, Dated: 1/8/2023. D.A. quoted as per Commissioner of labour Department, Mumbai,

CONTRACT DATA

Sr. No		
1.	Earnest Money Deposit	In the form of D.D./online payment transfer from Nationalized or Schedule Bank.
2.	Performance security deposit initial	By F.D.R. from Nationalized bank / Scheduled Bank in the name of "Principal Government College of Engineering, Amravati. Equivalent to 5% of Value of accepted contract within 7 days of letter of intent valid until the end of defect liability period.
3.	Employee state Insurance (ESI)	As per ESI norms
4.	Workman compensation policy	As per statutory provision.
5.	Date of commencement of work	7 days from the letter of acceptance
6.	Time completion	Overall completion 11 months from letter of acceptance.
7.	Retention %	5% of accepted tender amount of bill value (min 11 month)
8.	Time within which payment of interim/ final bill will be made after certificate of authority	15 days for interim bills, and 1 month of final bill
9.	Validity of tender	120 days from date of submission

Annexure – 1

Scope of Work

Providing Manpower Services for at Government College of Engineering, Amravati – 444604

Sr. No.	Type of Services and Designation	Minimum required eligibility of the persons extending services	Persons Required
A	<p>Skilled worker</p> <p>a) Library Section</p> <p>a) Bar code generation and bar code printing</p> <p>b) Typing work and perform clerical tasks.</p> <p>c) Knowledge of using computer and other Information technological tools properly.</p> <p>d) Skill of using Internet & computer Communication Networks.</p> <p>e) Issue and receiving of books</p> <p>f) Restoring the books and periodicals</p> <p>g) Arranging of books as per catalogue on book-stacks</p> <p>h) Assist students & staff in retrieval of books & the use of electronic & other resources.</p> <p>l) And other appropriate work assign by Authorities</p> <p>b) COE office:</p> <p>1. Inword outwards Section record Keeping</p> <p>2. MIS work,R05,06,07 R08, recordkeeping, Grade Card Numbering</p> <p>3.Exam billing, orders, Question Paper, setting order ,panel related,</p> <p>4.Clerical work related to billing, office record, grade cards Printing if required</p> <p>5. And other appropriate work assign by Authorities</p> <p>C) Student section / Dean Academic Office</p> <p>a) Data entry and data verification</p> <p>b) Preparation of identity cards</p> <p>c) Preparation of various certificates</p> <p>d) Typing of Marathi and English office letters</p> <p>e) Prepare and verify information of students to be submitted to DTE/ AICTE/ University/ any other organization/ committee</p> <p>f) To assist Dean (Academic)/ student Section for various works</p> <p>g) Registration of students of UG and PG</p> <p>h) Receive/ dispatch letters from/ to Dean (Academic) /student section</p> <p>i) And other appropriate office work assign</p>	<p>I) Passed any graduation</p> <p>ii) A course in Data Typing & Printing (DTP)</p> <p>iii) A course in MSCIT</p> <p>iv) Marathi , English Typing</p> <p>IV)for Library section :</p> <p>Preference will be given to M.Lib. & Inf.Sci. /B.Lib. & Inf.Sci. and minimum one year experience of working in any College library</p> <p>for Gymkhana Section:</p> <p>B.P.ED/ M.P.ED. Qualification with 1 year experience of physical Training instructor</p>	<p>12</p> <p>01</p>

	<p>i) And other appropriate office work assign by the authorities</p> <p>d. Gymkhana Section Training and coaching the students for various sports ,Distribution/collection/record keeping of sports material, selecting students for various sports event , preparation/maintenance of play ground, conducting tournaments, arrange medical test, necessary arrangement and celebration on flag hosting day, student discipline, correspondence with authority , NSS/NCC activity etc</p>		
	<p>2. Unskilled worker</p> <p>a) Library section :</p> <p>a) Arranging of books as per catalogue on book-stacks</p> <p>b) Sorting of received books for restoration on book-stacks</p> <p>c) Bar code, Book Plate, Date slip, Book pocket pasting, Labeling and lable pasting d)Book card entries</p> <p>e) Stamping of books</p> <p>f) Books carrying, Book stacks cleaning equipments & furniture cleaning</p> <p>g) Checking at entrance & Control at property counter</p> <p>h) Maintaining and upkeep of library</p> <p>i) Any other offices works assign by authorities</p> <p>b) COE office: order delivery for exams paper setting COE, ACoE, cabin, Attendant daily routine work as required , Photocopying, Distribution of letters/ documents to various departments ,Stamping on grade reports and other documents etc</p> <p>c) Student section / Dean Academic Office Maintaining documents in various sub-sections, Upkeep of meeting hall, Day-to-day work in the office expected to be done by peon Any other offices works assign by authorities</p>	<p>I) Passed in Secondary School Certificate (SSC) Examination</p> <p>II) English/Marathi typing desirable</p> <p>III) Knowledge of Computer desirable</p>	07
B	<p>Skilled worker @</p> <p>a) Building works committee Office administration, Maintaining documents, correspondence, typing English/Marathi, plan Drawing, related civil works, Bill processing etc</p>	<p>a) B.E. Civil Engineering / Diploma In Civil Engg</p> <p>Monthly Payments as Per CSR rates</p>	02

<p>b) Account/Admin consultant office administration, correspondence with authority, supervise routine etc.</p>	<p>b) 1. Any graduate /post graduate 2. Retired person from Govt. account offices, treasury office etc. Fixed pay 35,000/- per month per person</p>	<p>03</p>
<p>C) Maintenance Engineer Routine work maintenance/monitoring, Assistance to Hostel admission, Garden monitoring, Water pipeline, correspondence with authority etc.</p> <p>@ services will be hire as and when require</p>	<p>C) B.Tech/M.Tech. in Engg/Agriculture Fixed pay 35,000/- per month</p>	<p>01</p>

ANNEXURE – 2

Details of Tenderer

1.	Name of Tenderer			
2.	Address			
3.	Telephone- Office / Mobile	(O)	(M)	
4.	Fax			
5.	E-Mail			
6.	Details of Proprietor/partners/Directors (Min. 2)			
	Name	Address	Qualification & Experience	
7.	Financial Performance	Turnover	PAT	Copy of Audited Financial statements attached (Yes/No.)
	Previous Financial Year (Y-1)			
	Previous Financial Year (Y-2)			
	Previous Financial Year (Y-3)			
8.	Registration Details			
9.	Certification Details			
10.	Details of Black List & Litigation (If any)			
11.	Remarks			

Note: The turnover amount should be certified and audited by CA

Signature of authorized Person

ANNEXURE – 3

Affidavit

(On Rs.100/- Stamp Paper)

I/We hereby solemnly state that we have no partnership with or any share with any Members of this Principal Government college of Engineering, Amravati in our company and are not associated presently or in the past with any of the office bearers or Members of the "Principal Government college of Engineering, Amravati" either directly or indirectly.

We are aware that the above information if found to be untrue or false, we shall be liable to be disqualified and the Earnest Money accompanying the Tender shall stand forfeited to. We are also aware that if the information produced above is found to be untrue or false during the currency of the Contract, we shall be held to be in default and the Contract, if any awarded to us, shall be terminated with all its concurrence.

Tenderer _____

Address _____

Date the _____ day of _____ 2023 Signature of Tenderer

Witness _____

Address _____

Date the _____ day of _____ 2023 Signature of Witness

Annexure – 4

POWER OF ATTORNEY

Date: / / 2024

To,

PRINCIPAL GOVERNMENT COLLEGE OF ENGINEERING, AMRAVATI

Dear Sir,

Tender Reference No. _____

We _____ who are established and reputable Service Providers do hereby authorize Mr. _____ (Name and Designation) to offer, negotiate and conclude the contract with you against the above invitation for tender offer.

Yours faithfully,

Name:

For and on behalf of M/s. _____

Note : This letter of authority should be on the letterhead of the Agency and should be signed by a competent person of the Agency.

Annexure – 5

PROFORMA OF BANK GUARANTEE

1. In consideration of (hereinafter called PRINCIPAL GOVERNMENT COLLEGE OF ENGINEERING, AMRAVATI) having agreed to exempt _____ (hereinafter called "the said Operator / Contractor / Tenderer / supplier (s)") from the demand under the terms and conditions of an Agreement dated _____ for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Tenderer as per the terms and conditions contained in the said Agreement, and on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only), we, (indicate the name of bank) _____ (hereinafter referred to as 'the bank') at the request of _____ the Operator / Contractor / Tenderer / Supplier (s) do hereby undertake to pay an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Operator/ Contractor/ Tenderer/ Supplier (s) of any of the terms or conditions contained in the said agreement.

2. The Bank do hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on a demand from stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason of breach by the said Operator/ Contractor/ Tenderer/ Supplier (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Operator/ Contractor/ Tenderer/ Supplier (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

3. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs. _____ in words). 3. We, undertake to pay to any money so demanded notwithstanding any dispute or disputes raised by the Operator/ Contractor/ Tenderer/ Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Operator/ Contractor/ Tenderer/ Supplier (s) shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) _____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till PRINCIPAL GOVERNMENT COLLEGE OF ENGINEERING, AMRAVATI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Operator/ Contractor/ Tenderer/ Supplier (s) and accordingly of the said Agreement have been fully and properly carried out by the said Operator/ Contractor / Tenderer/ Supplier (s) and accordingly discharges this guarantee. Unless a demand or

claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

5. We, (indicate the name of Bank)_____ further agree with that shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Operator/ Contractor / Tenderer/ Supplier (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by against the said Operator/ Contractor / Tenderer/ Supplier (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Operator/ Contractor / Tenderer/ Supplier (s) or for any forbearance, act or commission on the part of or any indulgence by to the said Operator/ Contractor / Tenderer/ Supplier (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Operator/ Contractor / Tenderer/ Supplier (s).

7. We, (indicate the name of Bank)_____lastly undertake not to revoke this guarantee during its currency except with the previous consent of in writing.

Dated theday of2024

For
(indicate the name of Bank)

ANNEXURE – 6

DECLARATION OF CERTIFICATE SUBMISSIONS

I _____ age _____ residing at _____
_____ in capacity of M/s. _____ hereby solemnly
affirm that
M/s. _____ has submitted the following certificates along with Tender Form.

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.

* Add extra sheet as per the above format if more documents are attached.
Whatever stated above is true & correct to the best of my knowledge & belief

(Signature & Stamp of the Tenderer)

(This tender document contains 1 to _____ pages.)

Affidavit

I/We, the undersigned, do hereby certify that all the statements made in the Pre-qualification Questionnaire Forms and in the required attachments are true and correct.

The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by The Client / Engineer to verify this statement or regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department / Project Implementing Agency.

(Signed by an Authorised Officer of the
Firm Agency/ Company)

(Name/Title of Officer)

(Name of Firm/Agency/ Company)

(Date)

