



**OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK
KHAPURIA, CUTTACK – 753 010, ODISHA**

An ISO 9001:2015 Certified Unit

E-Mail – jdfsbtgc@gmail.com



Letter No. 2373 /FSB Date 24.09.2024

To,

The DeGM, Cuttack

Sub - Publication of tender document relating to “Tender for providing services of two computers knowing multitasking assistant, three security personnels and five unskilled labours on outsourcing basis through service providing agency to Office of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack”

Sir,

I am enclosing herewith a tender document regarding “Tender for providing services of two computers knowing multitasking assistant, three security personnels and five unskilled labours on outsourcing basis through service providing agency to Office of the Joint director, Frozen Semen Bank, Khapuria, Cuttack”.

You are requested to hoist the notice in cuttack.odisha.gov.in for wide publication. The caption of the notice both in English and Odia with start and end date is given below -

“TENDER FOR PROVIDING SERVICES OF TWO COMPUTER KNOWING MULTITASKING ASSISTANT, THREE SECURITY PERSONNELS AND FIVE UNSKILLED LABOURS ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK, KHAPURIA, CUTTACK”

“ସେବା ପ୍ରଦାନକାରୀ ସଂସ୍ଥା ମାଧ୍ୟମରେ ଯୁକ୍ତିନିର୍ଦ୍ଦେଶକ, ହିମିକୃତ ଶୁକ୍ର ଉତ୍ସାର, ଖପୁରିଆ, କଟକ କ୍ଷେତ୍ର କାର୍ଯ୍ୟାଳୟ ପାଇଁ ୨ଟି କମ୍ପ୍ୟୁଟର ଜାଣିଥିବା ମଲ୍ଟିଟାସ୍କିଂ ଆସିଷ୍ଟାଣ୍ଟ, ୩ଟି ସୁରକ୍ଷା କର୍ମୀ ଓ ୫ଟି ଅଣକୃଷୀ ଶ୍ରମିକ ଯୋଗାଣ ନିମନ୍ତେ ଟେଣ୍ଡର ଆହ୍ୱାନ କରାଯାଉଅଛି”

Start date: 26.09.2024

ଆରମ୍ଭ ତାରିଖ : ୨୬.୦୯.୨୦୨୪

End date: 17.10.2024

ଶେଷ ତାରିଖ : ୧୭.୧୦.୨୦୨୪

Yours faithfully,

[Signature]
24.9.24

Joint Director

Frozen Semen Bank, Cuttack

Memo No **2374**

Date **24.09.2024**

Copy forwarded to the ADPR, DAH & VS, Cuttack for information and necessary action with a request to hoist the tender documents in the Directorate website for wide publication.

[Signature]
24.9.24

Joint Director

Frozen Semen Bank, Cuttack



**OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK
KHAPURIA, CUTTACK – 753 010, ODISHA**

An ISO 9001:2015 Certified Unit

E-Mail – jdfsbctc@gmail.com



TENDER NOTICE

TENDER FOR PROVIDING SERVICES OF TWO COMPUTER KNOWING MULTITASKING ASSISTANT, THREE SECURITY PERSONNELS AND FIVE UNSKILLED LABOURS ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK, KHAPURIA, CUTTACK

Tender No: 2372

Dated: 24.09.24

Sealed tender is invited under two-bid system from reputed and experienced Service Providing Agency for providing the services of two computer knowing multitasking assistant, three security personnels and five unskilled labours for a period of one year to Office Of The Joint Director, Frozen Semen Bank, Khapuria, Cuttack to manage the day to day official work.

The details of the bidding process are as follows:

Sl No	Bidding schedule	Deadline
1	Date of Issue of Tender	26.09.2024
2	Tender Due date and time	17.10.2024 till 5 PM
3	Opening of technical BID	18.10.2024 at 11 AM
4	Opening of financial BID	19.10.2024 at 11 AM

Bidders are required to submit the technical and financial bids separately. The bids in sealed Cover-I containing “Technical Bid” and sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super-scribed “TENDER FOR PROVIDING SERVICES FOR MULTITASKING ASSISTANT, SECURITY PERSONNELS AND UNSKILLED LABOURS ON OUTSOURCING BASIS TO OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK, KHAPURIA, CUTTACK” must reach the undersigned on or before **17.10.2024 up to 5:00 PM** through **Speed Post / Registered Post / Courier/ dropped in the Sealed drop box kept at office of the undersigned** only.

The bid document containing eligibility criteria, scope of the work and other terms and conditions of the tender can be downloaded from Directorate of AH &VS website <https://dahvs.odisha.gov.in> and Collector office, Cuttack website <https://cuttack.odisha.gov.in>. The authority reserves the right to reject any/all proposals and cancel tender process without assigning any reason thereof.

Complete Address for Submission of Bid:

The Joint Director
Frozen Semen Bank, Khapuria,
Cuttack – 753010, Odisha
Mob No – 9439383563/9439778830
E-mail – jdfsbctc@gmail.com.

[Handwritten Signature]
24.9.24

**JOINT DIRECTOR
Frozen Semen Bank, Cuttack**



[Handwritten Signature]

TENDER DOCUMENT

TENDER FOR PROVIDING SERVICES OF TWO COMPUTERS KNOWING MULTITASKING ASSISTANT, THREE SECURITY PERSONNELS AND FIVE UNSKILLED LABOURS ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK, KHAPURIA, CUTTACK.

Frozen Semen Bank, Khapuria,
Cuttack – 753010



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Disclaimer:

Kindly note

1. This document is not transferable.
2. Though adequate care has been taken for preparation of this document, the applicant shall satisfy himself that the document is complete in all aspects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any applicant within 7 days of issue of tender, it shall be considered that document is complete in all respects and has been received by the applicant.
3. The Joint Director Frozen Semen Bank, Cuttack reserves the right to modify, amend or supplement this application process.
4. While the document has been prepared in good faith, neither Joint Director, Frozen Semen Bank, Cuttack nor their employees or advisors make any representation, warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or regulations as to the accuracy, reliability and completeness of this document, even if any loss or damage is caused by any act or omission on their part.



Handwritten signature in green ink, dated 24.9.24.

**JOINT DIRECTOR
Frozen Semen Bank, Cuttack**

SECTION - I

INSTRUCTIONS TO THE BIDDER



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A. General Information

1. The Joint Director, Frozen Semen Bank, Cuttack requires the service of reputed, well established, financially sound and registered service provider to provide the services of **two computer knowing multitasking assistant, three security personnel and five unskilled labours on outsourcing basis through service providing agency** to manage the day to day official work of Office Of The Joint Director, Frozen Semen Bank, Khapuria, Cuttack.
2. The period of contract for providing the services will be for one year from the date of effectiveness of contract. The period of the contract may be further extended provided the requirement of the client for the services persists at that time or may be terminated owing to deficiency in service or because of change in the office requirements. The Joint Director, Frozen Semen Bank, Khapuria, Cuttack however, reserves right to terminate this contract at any time after giving 30 days' notice to the service provider.
3. The Joint Director, Frozen Semen Bank, Khapuria, Cuttack has the tentative requirements of the resources for providing services as specified below:

- I) **COMPUTER KNOWING MULTITASKING ASSISTANT: 02**
- II) **SECURITY PERSONNEL: 03**
- III) **UNSKILLED LABOURS : 05**

The requirements may increase/decrease in any/ all the categories. The eligible bidders, those have the capability of providing all the above types of services as per the prescribed technical parameters in the tender document, are allowed to participate in the selection process. Part bid will not be taken into consideration.

4. The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the services to be performed before preparation and submission of their bid.
5. The various critical dates relating to the above tender process are as under:

Sl No	Bidding schedule	Deadline
1	Date of Issue of Tender	25.09.2024
2	Tender Due date and time	17.10.2024 till 5 PM
3	Opening of technical BID	18.10.2024 at 11 AM
4	Opening of financial BID	19.10.2024 at 11 AM



6. The technical bids will be opened on 18.10.2024 at 11 AM at Office of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack in the presence of the authorised representative of the participated bidders (limited to one only) , if any, who wish to present at the meeting. The financial bid of only those bidders will be opened whose technical bids are found to be in order. The financial bids shall be opened on 19.10.2024 at 11 AM at the same venue in the presence of the authorized representatives of the qualified bidders, who wish to attend the meeting.
7. Any form of consortium and joint venture is not allowed under this tender.
8. The competent authority reserves the rights to reject any / all bids and cancel the tender process without assigning any reasons thereof. *

Complete Address for submission of bid:

The Joint Director
Frozen Semen Bank, Khapuria,
Cuttack – 753010, Odisha
Mob No – 9439383563/9439778830
E-mail – jdfsbtct@gmail.com

B. Eligibility criteria

Sl. No.	Eligibility Criteria	Documents to be furnished along with the Technical Bid
1	The bidder should be registered under appropriate authority, such as • Companies Act 1956 / 2013 • Indian Partnership Act 1932 • Indian Trusts Act 1882 • Societies Registration Act 1860 • Limited Liability Partnership Act 2008	Certificate of Incorporation / Registration
2	Must have at least three years in business of providing resources deployment services (up to the last date of submission of bid) of similar type to Central/State Government/Autonomous bodies / agencies / societies / corporate bodies.	Copies of the work order / contract document/ completion certificate from the previous authorities.
3	The registered / branch office of the service provider must be located within the state of Odisha.	Valid address proof of the office (copy of the Telephone / Electricity Bill / Lease agreement of the rented premises.
4	Must have an average annual financial turnover of Ten Lakh INR during the last three financial years as (2021-22, 2022-23 and 2023-24) from out sourcing services only.	Filled in FORM – T1 along with certified copies of audited Income / Expenditure statement and Balance sheet for the concerned period.



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5	Must have its own bank account in any scheduled bank situated in Odisha.	Copy of the bank pass book and transaction statement for the last 6 months from the date of issue of the tender.
6	Must not have been blacklisted by any Central / State Government or any other public sector undertaking or any authority during the recent past.	An undertaking to this effect should be furnished by the bidder as per the prescribed format (FORM – T3)
7	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Service Provider.	An undertaking to this effect should be furnished by the bidder as per the prescribed procedure and format (FORM – T4)
8	Other statutory documents to be furnished as part of technical bid:	Copies of : PAN, OGST, EPF & ESI Registration Number IT Return for the last three financial years of 2021-22, 2022-23 and 2023-24.

Bidders should submit the required documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will leads to outright rejection of the bid. Submission of forged documents will also result in rejection of the bid.

Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the tender document. The bid must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorised representative. Failure to comply with the tender requirements will result in outright rejection of the bid.

C. Submission of Bid

The bid complete in all respect as specified in the tender document must accompanied with a non- refundable amount of **Rs. 1180.00 (Rupees one Thousand one Hundred eighty Only)**including GST @ 18% in shape of Account Payee Demand Draft from any nationalized bank payable at Cuttack in favour of **"The Joint Director, Frozen Semen Bank, Cuttack"** towards **cost of tender document** and a refundable amount of **Rs 40000/-** (Rupees Forty Thousand) only towards **Bid Security/EMD** in shape of Bank Guarantee (as per the format at **FORM – T₅**) or Account Payee Demand Draft from any Nationalized bank in favour of the Joint Director, Frozen Semen Bank, Cuttack payable at Cuttack. Micro and Small Enterprises (MSEs) and start-ups that are exempted from Bid Security/EMD should submit **"Bid Security Declaration Form"** as per the format at **FORM – T₂** (attach MSE/Udyam certificate) accepting that if the bidder withdraw or modify their bids during period of its validity, they will be suspended for a period of three years by the Authority. The bid complete in all respect should be submitted through **Speed Post/ Registered Post / Courier/ dropped in the Sealed drop box kept at office of the undersigned** so as to reach the by 17.10.2024 (**up to 5.00 PM**) to the authority. The authority will not be responsible for any postal delay. Bids without **BID Processing Fee and Bid Security Declaration Form** as applicable shall be out rightly rejected. Bids submitted after due date and time will be not be taken into consideration.



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The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing:

“TECHNICAL BID - TENDER FOR PROVIDING SERVICES OF TWO COMPUTER KNOWING MULTITASKING ASSISTANT, THREE SECURITY PERSONNELS AND FIVE UNSKILLED LABOURS ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK, KHAPURIA, CUTTACK.”

And

“FINANCIAL BID - TENDER FOR PROVIDING SERVICES OF TWO COMPUTER KNOWING MULTITASKING ASSISTANT, THREE SECURITY PERSONNELS AND FIVE UNSKILLED LABOURS ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK, KHAPURIA, CUTTACK.”

Both sealed envelopes must be kept in a third sealed envelope super scribing:

“TENDER FOR PROVIDING SERVICES OF TWO COMPUTER KNOWING MULTITASKING ASSISTANT, THREE SECURITY PERSONNELS AND FIVE UNSKILLED LABOURS ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK, KHAPURIA, CUTTACK.”

The successful bidder will have to deposit a Performance Security @ **10% of the annual contract** as per Rule 213 of OGFR-2023 in the form of Performance Bank Guarantee (PBG) from any scheduled Commercial Bank situated within Odisha in favour of **“The Joint Director, Frozen Semen Bank, Cuttack”** as per the format at **Annexure-I** for a period of three months beyond the entire contract period (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Security. The Performance Security shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Security. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder as per the instructions of the authority.

D. List of Documents for Submission

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

- a) Covering letter along with power of attorney on the bidder's letter head (FORM T1).
- b) Bid Processing Fee as applicable.
- c) EMD demand draft/bank guarantee.
- d) Bid Security Declaration Form (FORM – T2)
- e) Copy of Certificate of Incorporation/ Registration of the service provider.



- f) Copy of OGST certificate.
- g) Copy of PAN.
- h) Copies of IT Returns for the last three financial years (2021-22, 2022-23, 2023-24).
- i) Copies of EPF & ESI Registration Number, labour license and Service Tax registration certificate
- j) Copy Bank Account details
- k) Copies of the financial audited statements for the last 03 financial years (2021-22, 2022-23 and 2023-24).
- l) Copies of work orders from the previous clients for providing similar type of services during last 03 years.
- m) Undertaking regarding non-blacklisting (On Stamp paper of **Rs.10.00** in shape of affidavit from the Notary **(FORM T-3)**)
- n) Undertaking regarding non-pending of any judicial proceedings for any criminal offenses (On Bidder's Letter Head) **(FORM T-4)**

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

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

The technical bid shall be opened on 18.10.2024 at 11 AM in presence of the authorized representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on 19.10.2024 at 11 AM. in presence of the authorized representatives of the bidders.

The Performance Security shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the Service Agreement.

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

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the terms and conditions of the tender document. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. **In case of tie in the financial quote among the multiple qualified bidders the bidder who will secure highest marks in technical evaluation will be awarded contract.**

The quoted rates shall not be less than the minimum wage fixed / notified by the Finance Department, Government of Odisha from time to time and shall include all statutory obligations.

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

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



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Section - II

SCOPE OF THE WORK



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1. The Joint Director, Frozen Semen Bank, Cuttack invites sealed bids from the eligible service providers for providing services of two computer knowing multitasking assistant, three security personnels and five unskilled labours on outsourcing basis through service providing agency to office of the Joint Director, Frozen Semen Bank, Khapuria, Cuttack.
2. The service provider should be managed by trained support staff to execute and Perform the job and work assignment of such nature efficiently. The resources to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform the required service as per the job description mentioned at **Section-III : Schedule of Requirement.**
3. It shall be the responsibility of the service provider to verify the qualification and experience of the outsourced resources. The deployed resources will be liable for performing the defined responsibilities assigned by the authority from time to time. The authority reserves the rights to verify and check the credentials and qualification of the outsourced resources. If during the course of engagement of any outsourced resources, it comes to notice of authority that he/she has misrepresented the fact about his/her qualification / experience, the service provider will have to terminate the service of such staff immediately.
4. The service provider should have an empanelled resource list of trained/experienced Computer Knowing Office Assistant and Office Attended so that un-interrupted and continued services can be provided during the contract period. The service provider should be able to provide additional resource support whenever required by the authority under the same terms and condition.
5. The Agreement may be extended, on the same terms and conditions for a further specific period mutually agreed upon by the Service Provider and the authority.
6. The resources deployed by the service provider may also be required to work beyond office hour in exigency, for which he would not be paid any extra remuneration. In case, any deployed resource remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
7. The resources deployed for the purpose must have good moral character and Cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
8. The service provider shall nominate a coordinator who shall be responsible for Periodic interaction with the client so that optimal services of the resources deployed could be availed without any disruption.
9. The attendance rolls for the resources deployed by the service provider at the premises of client shall be provided and shall be monitored by the service provider on regular basis. These attendance rolls shall be signed by the authorized representative of service provider who shall get it verified from the designated officer of client.
10. The entire financial liability in respect of resources deployed in the client's location shall be that of the service provider and the client will in no way be liable for the same. It will be the responsibility of the service provider to pay to the resources deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.



11. The service provider shall provide a substitute well in advance if there occurs any probability of the resources leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
12. The resources deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the resource deployed liable for penal action under the applicable laws besides, action for breach of contract.
13. The service provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the resources deployed at the client's location. The service provider should ensure regular payment of monthly remuneration to the resources engaged by 1st of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly remuneration in their respective Bank Account.
14. The engagement of outsourced resources shall be purely on contract basis. The service provider shall at all times make it absolutely clear to the outsourced resources hired through them. Any outsourced resource deployed can be removed any time by giving notice to the service provider and the service provider will have to provide suitable replacement acceptable to client within 03 working days from the date of intimation of the notice.



SECTION - III

SCHEDULE OF REQUIREMENT



**TECHNICAL REQUIREMENT FOR RESOURCES TO BE DEPLOYED BY THE
SUCCESSFUL SERVICE PROVIDER IN THE OFFICE OF THE JOINT DIRECTOR,
FROZEN SEMEN BANK, CUTTACK**

The tentative requirement along with other details of the required resources to be deployed by the selected service provider at Frozen Semen Bank, Cuttack for the proposed services is given here as under:

S l. N o .	Description of Resources for providing required services	Age Limit	Qualification	Experience	Minimum Take Home Remunerati on	Job Description
1	Computer Knowing Multitasking Assistant (02)	21- 45 years	• Bachelor's degree in any discipline from any Govt. recognized University / Institution. • Post Graduate Diploma in Computer Application	• S/he should have minimum 2 years post qualification working experience in MIS / Administration / Management under any reputed central / state / PSUs / reputed corporate organization • Good Proficiency in MS Office Tools, internet applications with efficient typing & data entry skill. • Sound knowledge to handle minimum hardware / software trouble shooting	As per Govt. of Odisha, General Administration & Public grievance Deptt. Resolution No. 7982/GAD dt. 07/03/2024	• Responsible for carry out all administrative requirements of the client like day-to-day official work, file management, secretarial practices, data entry work & other related work • Management of day to day office work including travel and logistics of officials. • Responsible for Maintenance of office records with respect to general management and correspondences. • Assisting officials for generating reports / information for meetings and other official purposes and decision making. • Management of daily official work and logistics support to the officials and other staff. • Any other reasonable work assigned.



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2	Security personnels (03)	21- 45 years	7 th pass minimum	• Minimum 1 year. • Good physical and mental health condition • Vigilant during silent hours.	As per Govt. of Odisha, General Administration & Public grievance Deptt. Resolution No. 7982/GAD dt. 07/03/2024	• They will safeguard the premises, movable and immovable assets, equipments, etc. • Shall ensure proper inward and outward movement of persons, materials and vehicles, etc as per instructions issued from time to time by the authority concerned. • Carry out surveillance of the allocated area. • Shall take regular rounds of the premises and should be vigilant and remain alert to avoid any unforeseen event. • Shall be deployed round the clock in 3 shifts. • Any other reasonable work assigned
3	Unskilled Labour (05)	21- 45 years	7 th pass minimum	• Good physical and mental health condition.	As per Govt. of Odisha, General Administration & Public grievance Deptt. Resolution No. 7982/GAD dt. 07/03/2024	• Orderly works, sweeping, cleaning, dusting, gardening, marketing ,watch and ward work etc., • Carrying files, daks, official papers and books. • Any other reasonable work assigned.



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SECTION - IV

GENERAL TERMS AND CONDITIONS



Signature

1. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Rules & Acts in respect of outsources resources. The resources deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Client under this agreement. The service provider shall make them known about their position in writing before deployment under this agreement.
2. The service provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Resources to be deployed by the service provider for providing services of one Computer Knowing Multitasking Assistant should be above 21 years of age and not exceeding 45 years and physically sound to perform the duties. Similarly, resources to be deployed by the service provider for providing services of three Security personnels and five unskilled labours should be above 21 years of age and not exceeding 45 years and physically sound to perform the duties.
3. The service provider will be overall responsible for the resources deployed for performing the services. The Authority shall not be responsible for any financial loss or any injury to any resources deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
4. The service provider shall exercise adequate supervision to ensure performance of resources deployed to provide the services in accordance with the requirements. The service provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
5. The service provider shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF & ESI, Bonus, and Gratuity etc. relating to the resources to be deployed by it at the Client's location.
6. Service Provider shall maintain complete official records of disbursement of wages/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of resources deployed for the purpose.
7. The service provider shall maintain personal file in respect of all the resources who are deployed in FSB, Cuttack. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent) etc.
8. The resources deployed by the service provider should not have any adverse police records/criminal cases against them. The service provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the service provider prior to signing of the agreement.
9. The service provider will also ensure that the resources deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such resource that is not found suitable by this office for any reasons immediately on receipt of such a request.
10. The service provider shall ensure that the resources deployed are disciplined and do not participate in any activity detrimental to the interest of the Authority.
11. The service provider shall provide uniform along with Photo ID Card to the resources deployed at the location at its own cost.
12. The Authority shall not be liable for any compensation in case of any fatal injury /death caused to any resources while performing/discharging their duties/ for inspection or otherwise.



13. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
14. In case of any loss caused to the Authority due to lapse on the part of the resources discharging duties, the same shall be borne by the service provider. Authority shall have the right to deduct appropriate amount from the bill of service provider. In case of frequent lapses on the part of the resources deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever observing due procedure.
15. In the event of any resources being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a resource leaves the job for any reason, the service provider is liable to provide the suitable replacement within 3 working days.
16. In case of delay in providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
17. There would be no increase in rates payable to the service provider during the contract period. The service provider will be responsible for deposit of GST as applicable from time to time and submit the proof of deposit to authority for records.
18. The service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation. Sub-contracting is not allowed under this agreement.
19. The service provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the resources deployed and submit the same to the authority in the 20th day of the Month. The payment will be released by 30th or 31st day of the month.
20. The service provider will have to deposit the remuneration of the deployed resource for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
21. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of the Joint Director, Frozen Semen Bank, Cuttack.
22. In the event of failure of service provider to provide services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with **30 days** prior notice to the service provider.
23. The service provider should ensure that resources to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
24. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
25. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
26. All disputes shall be under the jurisdiction of the court at **Cuttack, Odisha**.



27. The agreement can be terminated by either party by giving 30 days' notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
28. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of resources deployed and non-payment of statutory dues. The Client will have no liability towards non-payment of remuneration to the resources deployed by the service provider and the outstanding statutory dues of the service provider to concerned authorities.
29. The service provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents/ information, leads to termination of agreement.



Dr

FORM 1-1

FOR BIDDING PURPOSES
FOR THE STATE OF TEXAS

SECTION - V

TECHNICAL BID



[Handwritten signature]

FORM T-1

COVERING LETTER [ON BIDDER'S LETTER HEAD]

[Location and Date]

To

**The Joint Director
Frozen Semen Bank
Khapuria**

Sub: TENDER FOR PROVIDING SERVICES OF TWO COMPUTER KNOWING MULTITASKING ASSISTANT, THREE SECURITY PERSONNELS AND FIVE UNSKILLED LABOURS ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK, KHAPURIA, CUTTACK. (TECHNICAL BID)

Sir,

I, the undersigned, offer to participate in the tender for providing the services of two computer knowing multitasking assistant, three security personnels and five unskilled labours on outsourcing basis through service providing agency to office of the Joint Director, Frozen Semen Bank, Khapurja, Cuttack in accordance with your Tender Notice No. _____, Dated. _____. We are hereby submitting our BID, which includes technical proposal and financial proposal sealed in separate envelope.

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

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

I, remain

Yours faithfully,

Authorized Signatory with Date and Seal

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



GENERAL DETAILS OF THE BIDDER

1.	Name of the Bidder	
2.	Name of the Director:	
3.	Bid Processing Fee Details :	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
4.	EMD Fee Details :	DD No./Bank Guarantee:
		Date:
		Amount (Rs.)
		Drawn on Bank:
5.	Bid Security Declaration Form (Form T2)	Submitted (Yes / No)
6.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
7.	Name & telephone no. of the authorized person signing the Bid	Name:
		Mobile No.:
8.	Bank Name of the Service Provider	Account Number:
		Bank and Branch Name:
		IFSC Code
9.	PAN No.(Attach self-attested copy)	
10.	GSTIN No. (Attach self-attested copy) (Attach attested copy of OGST Certificate as per Rule 214 of OGFR-2023)	
11.	E.P.F. Registration No. (Attach self-attested copy)	
12.	E.S.I. Registration No. (Attach self-attested copy)	
13.	Service Tax registration certificate (Attach self-attested copy)	
14.	Labour License: License from competent authority for security and Registration under the contract Labour regulation and control Act. 1970 (Attach self-attested copy)	
15.	Accept to all the terms and conditions of the tender.	(Yes/No)
16.	Power of Attorney / Authorization letter for signing of the bid document.	
17.	Submission of Undertaking towards no criminal case is pending with the police at the time of submission of bid.	
18.	Kindly mention the total number of pages in the tender document.	



19. Financial Turnover of the Bidder for the last 3 financial years (*).

Financial Years	Financial Turn Over must be from outsourcing Service (In INR) (Lakh)	Average Turnover in INR (Lakh)
2021-22		
2022-23		
2023-24		

*Up to date (Copies of Audited Statement for the concerned period)

20. Details of the similar type of service provided by the bidder during the last 3 years

(Attach separate sheet, if required)

Sl. No.	Period	Name of Client with Complete Address & Telephone no	Type of Manpower services provided with details of the resources deployed	Duration	
				From	To

Signature of the Authorised Representative with Seal

Name:

Date:

Place:



Dr.

DECLARATION

I, Shri _____ Son/ Daughter/ Wife of
Shri. _____ Proprietor/Director/authorized signatory of
_____ (N a m e of the Service Provider), competent to sign
this declaration and execute this tender document;

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

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

Signature of the Authorised Representative with Seal

Name:

Date:

Place:

Enclosures:

1. Bid Processing Fee in the form of DD in Original
2. Bid Security/EMD in the form of DD/Bank Guarantee in Original
3. Bid Security Declaration Form (**Duly filled in Form - T₂ On Bidder's Letter Head**)
4. Copy of terms & conditions of the tender (each page must be signed and sealed)
5. Duly filled in Technical and Financial Bid
6. Lists of required documents as applicable



FORM – T2

Bid Security Declaration Form (On Bidder's Letter Head)

Tender Notice No:

Date:

To,

The Joint Director
Frozen Semen Bank
Cuttack

I, _____, the _____ (Designation) of (Name of the Organisation) in witness whereof agree to submit this Bid Security Declaration Form as a part of or Technical Proposal. We understand that we shall be liable under this declaration to comply with all terms and conditions of the tender document. This declaration shall be in force, until the Selected Bidder is announced by the Client or in case we are declared as the Selected Bidder, this declaration shall be in force till we submit the Performance Bank Guarantee as per the provisions of the tender document.

While this declaration is in force, we understand that the authority may reject our Proposal and / or blacklist us from participating in any further tendering process for a period of three years as may be deemed fit under the following reasons:

1. We withdraw our Proposal during the bid validity period as specified in the tender document.
2. We do not respond to requests for clarification on our Proposal.
3. We fail to provide required information during the evaluation process or are found to be nonresponsive or have provided false information in support of our qualification.
4. If we fail to:
 - a) Provide any clarifications to client:
 - b) Agree to the decisions taken during any contract negotiations.
 - c) Sign the Services Agreement within the prescribed time period (15 days)
 - d) Furnish the required Performance Bank Guarantee in time
5. Any other circumstance which holds the interest of the client during the overall tender process.

Name of the Authorised Representative:

**Signature of the Authorised Representative with Date and Seal
Address of the Bidder:**



FORM-T3

UNDERTAKING

[On the Stamp Paper of Rs. 10.00 in shape of affidavit from the Notary regarding non-blacklisting]

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

Yours sincerely,

Authorized Signature

[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:



FORM-T4
UNDERTAKING

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

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

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

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:



FORM-T5

Bank Guarantee Format for furnishing EMD

Whereas (hereinafter called the "tenderer") has submitted their offer dated..... for the supply of.....
..... (hereinafter called the "tender") against the purchaser's tender enquiry No.....

KNOW ALL MEN by these presents that WE..... of having our registered office at..... are bound unto (hereinafter called the "Purchaser") in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the
Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

I/WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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

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

.....
Name and designation of the officer
.....

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

*** Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State head quarters.**



TECHNICAL BID EVALUATION

The bids of the agencies meeting the eligibility criteria only shall be evaluated with technical scores as per following parameters/criteria:

Technical Scoring (TS):

Sl. No	Evaluation Parameter Total	Mark	Criteria for award of Mark
A	Turnover (last 3 financial years): Average annual turnover of the last three financial years in the sector of event management along with audited balance sheet & P/L statement of last three years)	40	>50 Lakhs ≤ 1 crore : 20 marks >1 crore ≤ 2 crore : 30 marks >2 crore : 40 marks
B	General Experience: No. of Govt. / PSUs / Banks for which outsourcing of service was done during the last three years (Work order / Contract copies of the empanelment must be furnished on the basis of which marking shall be awarded) *Note: Renewal shall be taken as one work order / contract only.	60	≥3 nos. ≤ 5 : 40 marks > 5 nos ≤ 7: 50 marks > 7 : 60 Marks
	Total score	100	

The bidders who secure more than 70% marks in the technical evaluation will be qualified for financial evaluation as per Rule 264 of OGFR-2023. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. The financial Bids shall be evaluated on the basis of **Least Cost Selection Method**. The L-1 offer among the technically qualified offers is selected on price criterion alone. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. **In case of tie in the financial quote among the multiple qualified bidders the bidder who will secure highest marks in technical evaluation will be awarded contract.**



SECTION - VI

FINANCIAL BID



Dr

COVERING LETTER

[ON BIDDER'S LETTER HEAD]

[Location and Date]

To

The Joint Director
Frozen Semen Bank
Khapuria

Sub: **TENDER FOR PROVIDING SERVICES OF TWO COMPUTER KNOWING MULTITASKING ASSISTANT, THREE SECURITY PERSONNELS AND FIVE UNSKILLED LABOURS ON OUTSOURCING BASIS THROUGH SERVICE PROVIDING AGENCY TO OFFICE OF THE JOINT DIRECTOR, FROZEN SEMEN BANK, KHAPURIA, CUTTACK. (FINANCIAL BID)**

Sir,

I, the undersigned, offer to participate in the tender for providing the services of two computer knowing multitasking assistant, three security personnel and five unskilled labours on outsourcing basis through service providing agency to office of the Joint Director, Frozen Semen Bank, Khapurja, Cuttack in accordance with your Tender Notice No. _____, Dated. _____. Our attached financial price is -----
-----[Insert amount in figure as well as in word] for the proposed service. This amount is inclusive of GST as applicable. I do hereby, undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document

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

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

Yours faithfully,

Authorized Signatory

Name and Designation of the Signatory with Date and Seal:

Address of the Bidder:



(FORM – F1)
FINANCIAL BID

Sl No.	Type of Resources	Monthly rate per resource in INR			
		*Minimum take home remuneration (in INR) as per As per Govt. of Odisha, General Administration & Public grievance Deptt. Resolution No. 7982/GAD dt. 07/03/2024	EPF (@13% OF C)	ESI (@3.25% OF C)	Total per Month in INR
A	B	C	D	E	F
1	Computer Knowing Multitasking Assistant (02)	13600/-			
2	Security Personnel (03)	14900/-			
3	Unskilled Labour (05)	12600/-			
4. Sub Total: Monthly Deployment Cost in INR					
5. Service Charges for providing the required resources and their management cost: (@ _____ percentage of monthly deployment cost) in INR.			< Insert amount of the calculated Service Charges in INR>		
6. Total (Monthly Deployment Cost + Service Charge) in INR					
7. GST as applicable (@ of _____ %) in INR					
8. Grand Total Monthly Deployment Cost in INR (Monthly)					

- Bidder with lowest Grand Total Monthly Deployment Cost will be awarded contract.
- The bidders will have to quote their "Service Charges" as a percentage at Sl. No 5 and the respective service charge amount on monthly deployment cost. The bidders shall take into account the expenses to be incurred and statutory dues (Income Tax, TDS @2% and GST TDS @ 2% from gross bill etc.,) while quoting the service charge.
- The service charge shall be 3.85% to 7% as per Rule-264 OGFR 2023.
- In case of tie in the financial quote among the multiple qualified bidders the bidder who will secure highest marks in technical evaluation will be awarded contract.
- The employee share of contribution towards EPF and ESI shall be deducted by the service provider from the take home remuneration of the resources deployed. Copies of EPF & ESI deposit challan must be furnished to the Authority at the time of monthly bill processing.

Name:
Seal and Date:
Place:

Signature of the Authorised Representative



SECTION – VII

BID SUBMISSION CHECKLIST



Don



BID SUBMISSION CHECKLIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head and General Details of the Bidder		
2	Bid Processing Fee as applicable		
3	EMD as DD/Bank Guarantee (FORM – T5)		
4	Bid Security Declaration Form (FORM – T2)		
5	Copy of Incorporation / Registration Certificate of the Bidder		
6	Copy of PAN		
7	Copy of OGST		
8	Copies of ITR for the last 3 financial years (2021-22, 2022-23 and 2023-24)		
9	Copy of Valid EPF Certificate, ESI Certificate, Labour license(as per Labour Regulation and control Act 1970) and Service Tax registration certificate.		
10	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 3 financial years (2021-22, 2022-23 and 2023-24)		
11	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
12	List of completed / on-going services of similar nature along with the copies of work orders for the respective services		
13	Undertaking for not having any police case pending against the bidder (FORM – T4)		
14	Undertaking for not have been black-listed by any Central / State Government/ Any Autonomous bodies during the recent past. (FORM – T3)		
FINANCIAL BID (ORIGINAL)			
1	Covering Letter		
2	Duly Filled in Financial Bid (FORM- F1)		

It is to be ensured that:

- All information has been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed by the authorized representative.

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:



Dr

SECTION – VIII

SERVICE AGREEMENT AND PBG FORMAT



SERVICE AGREEMENT

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

This **SERVICE AGREEMENT** is made on _____ between, _____ (hereinafter called as the "**Authority**") of the 1st Part and, _____ its principal place of business at _____ (hereinafter called the "**Service Provider**") of the 2nd Part.

WHEREAS

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

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

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

Appendix A: The General Conditions of Agreement;

Appendix B: The Scope of Work;

Appendix C: Agreement Price and Payment Term;

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

3. Mode of Payment

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

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



4. Now this agreement witness as below:

- a) That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide resources to be engaged in the [Insert the location] in conformity with the provisions of the terms and conditions of the Agreement.
- b) That the "Authority" hereby further agrees to pay the "Service Provider" the Agreement price at the time and in the manner prescribed in the said terms and conditions.
- c) Financial limit under this Agreement varies with changes in statutory dues and government taxes as applicable from time to time.
- d) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the Agreement.
- e) That this agreement is valid up to _____.

For and on behalf of **[Authority]**

Witness 1:

Witness 2:

For and on behalf of **[SERVICE PROVIDER]**
[Name and Designation of the Representative with seal]

Witness 1:

Witness 2:



ANNEXURE - I

PERFORMANCE BANK GUARANTEE FORMAT

To,

**The Joint Director
Frozen Semen Bank
Khapuria, Cuttack**

WHEREAS..... (Name and address of the Service Provider) (hereinafter called "the Service Provider") has undertaken, in pursuance of Agreement no..... dated to undertake the service (description of the services) (herein after called "the Agreement").

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

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

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

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

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

This performance bank guarantee shall be valid until the day of, year.....

Our branch at (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our ----- branch a written claim or demand and received by us at our ----- branch on or before

Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

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

.....
Name and designation of the officer

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

