



Nelamangala Planning Authority Government of Karnataka

TENDER DOCUMENT

**FOR THE SUPPLY OF AC AND NON AC CARS ALONG WITH DRIVERS
FOR THE OFFICE WORK IN THE NELAMANGALA PLANNING
AUTHORITY**

Address for communication:

Nelamangala Planning Authority

2nd Main Road, Sadashivanagar, Nelamangala-562123.

Email: nelamangala.pa@gmail.com



Nelamangala Planning Authority
Government of Karnataka
2nd Main Road, Sadashivanagar, Nelamangala-562123.

No. NPA/EST/RV/2025-26

Date: 21.08.2025

NOTICE INVITING BIDS

Bids are invited from reputed transport agencies, fleet owners and service providers, for providing AC and non-AC(12 hrs duty) cars along with drivers to the Nelamangala Planning Authority, Government of Karnataka for a period of 1 years. The bid document containing the information to be furnished and the terms and conditions can be downloaded from the e-Procurement portal. (www.kppp.karnataka.gov.in) and also Nelamangala Planning Authority website <http://www.nelamangala.tpa.gov.in>

All the relevant details of the bids are available in e-Procurement portal (www.kppp.karnataka.gov.in). Further details can be obtained from the office of the Nelamangala Planning Authority, 2nd Main Road, Sadashivanagar, Nelamangala-562123. Phone No. 9663046622 , 9980010080 during office hours and on working days.


Member Secretary and Joint Director
 Nelamangala Planning Authority,
 Nelamangala.

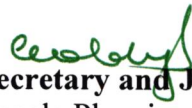
Nelamangala Planning Authority
Government of Karnataka

2nd Main Road, Sadashivanagar, Nelamangala-562123.

Tenders are invited from reputed transport agencies, fleet owners and service providers for providing AC and three non-AC(12 hrs duty) cars on hire basis which are required for the Nelamangala Planning Authority under e-Procurement System

Date of tender Notification	21-08-2025 up to 04:00 p.m.
Last date and time for uploading of tender in e-Procurement platform	04-09-2025 up to 04:00 p.m.
Time and date of opening of tenders:(Technical Bid)	09-09-2025 at 04:01 p.m.
Time and date of opening of tenders:(Financial Bid)	16-09-2025 at 11:00 a.m.
Place of Opening of Tenders and Address for communication	Nelamangala Planning Authority, 2 nd Main Road, Sadashivanagar, Nelamangala-562123. Phone No. 9663046622, 9980010080
Bid Security / EMD Amount	2.5 % of Tender Value

Note: Completed tender shall be uploaded through e-Procurement system only in the manner described under instructions to Tenderers Section - A of tender Documents on or before the last date & time stipulated.


Member Secretary and Joint Director
 Nelamangala Planning Authority,
 Nelamangala

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Section – A : Instructions to the Tenderers (Service Providers)

1. The Nelamangala Planning Authority, herein after called the “Client” or “Tender Inviting Officer” invites tenders from eligible Service Providers for providing manpower for various categories of staff at Nelamangala Planning Authority, as mentioned in Section B.2 Scope of Services.
2. The Service Provider should have minimum 1 years of experience with State/ Central Government department and not have been blacklisted by any organization in Karnataka for any reason whatsoever.
3. Each Service Provider shall submit only one tender.
4. The Service Provider shall be responsible for all the costs associated with the preparation and submission of tenders.
5. The tenders shall remain valid for a period not less than 120 days from the last date prescribed for submission of tenders. A Tender with a validity of less than 120 days shall be treated as non-responsive. If a tenderer withdraws his tender during the validity period, his Bid Security (EMD) shall be forfeited.
6. At any time prior to the date and time of submission of the tenders, the Client may issue any amendments to this tender document. All such amendments will be published in the e-procurement portal and website of Nelamangala Planning Authority.
7. Bid Security (Earnest Money Deposit):
 - 7.1 The Bid Security (EMD) is required to protect the Client against the risk of Tenderer's conduct which would warrant the forfeiture of Bid Security.
 - 7.2 The Bid Security of Tender value of 5% shall be deposited in the form of Demand Draft drawn on a nationalized bank in the favor of **Member Secretary and Joint Director, Nelamangala Planning Authority, Nelamangala.**
 - 7.4 Unsuccessful Tenderer's Bid Security will be refunded as promptly as possible, but not later than 30 days after the expiration of the period of tender validity prescribed by the Client. No interest is payable for the period of having Bid Security with the client till refund for unselected bidders.

7.5 The successful Tenderer's Bid Security will be refunded upon the tenderer furnishing the performance security and signing the Contract agreement.

7.6 The Bid Security may be forfeited:

- (a) if a Tenderer withdraws his tender during the period of tender validity specified in this Tender Notice; or
- (b) in case of a successful Tenderer, if the Tenderer fails:
 - (i) to furnish performance security;
 - (ii) to sign the Contract.

8. Eligibility of Tenderer:

8.1: The Tenderer shall provide pre-qualification information which shall include:

- (a) Details of the Service Provider in the Format at **Annexure -1** (in company letter head)
- (b) The Vehicle should be of 2021 or above model.
- (c) The bidder shall be the owner of the vehicle or he shall upload an undertaking from the vehicle owner stating that vehicle will be let out to the bidder for the whole contract period. Proof of ownership (bidder or vehicle owner) of vehicles such as; RC Book be uploaded in the e-Portal.
- (d) Scanned copy of the Certificate of Registration with the GST, PAN and TAN (Both). The copies of the said documents should be uploaded in the e-Portal.
- (e) The bidder should have provided Tata Sumo/Bolero/Swift Dezire/Tata Indigo on hire basis to any government /Govt undertaking organization on yearly basis at least for any- two years in the preceding five years. As proof of this the bidder shall produce/upload the copies of the work order/work done certificate issued by an authority not less than the rank of Executive Engineer and above.
- (f) Attested copy of the Income Tax Return filed by the Service Provider for the previous three Assessment Years (i.e. 2022-23, 2023-24 & 2024-25) and copy of intimation received from the Assessing Authority under Section 143(1) of the Income Tax Act, 1961 received if any;

- (g) The bidder should have annual average turnover of Rs.4 lakhs during in the previous 2 financial years particularly in supply of vehicles for government organizations. As proof of this, agency shall upload balance sheets and P&L statement duly certified by chartered accountant.
- (h) Self-declaration for not being been blacklisted.
- (i) Details of past performance on services of similar nature executed by the Service Provider should be provided in the format hereunder duly supported with the certificate issued by the Clients concerned;

Sl. No	Name of the Client	Number of vehicles deployed	Type of Vehicles provided	Value of Contract	Date of commencement of contract	Date of Completion of contract

Note: The above information should be provided year-wise for the past 2 financial years

8.2: The Service Provider should provide all the pre-qualification information listed above completely adequately show/prove that the Service Provider meets the minimum qualification requirement. They should upload a scanned copy of the relevant document in the e-procurement portal. Tender Bids of Service Providers who do not furnish the requisite information will be considered as non-responsive.

9. The Service Provider shall upload the following:

(i) Technical Bid

- (a) Details of the service provider in the format given in Annexure - 1
- (b) Qualification information as required and listed in Clause – 8.1 above;

(ii) Financial Bid: Financial Bid Form in the Format as given in Annexure - 3

- (iii) Tenderer should quote keeping in mind statutory obligations i.e. tender bids of zero service charge or less than statutory obligations will be summarily rejected.

- (iv) If the tenderer quote the rates more than the rates prescribed in government order no: SeAaSuE 30ShvANe 2019, Bengaluru, Dated:31.03.2022, the tender will be rejected.

10. Date of uploading the Bid:

- (i) The tender should be uploaded on or **04-09-2025 up to 04:00 p.m.** by online. s
- (ii) The Tender Accepting Authority may extend/reduce the deadline for submission of tenders by issue of an addendum;

11. Opening of the tenders and clarifications:

- 11.1 To facilitate evaluation of the bids, the Tender Inviting Authority or Tender Accepting Authority may, at his sole discretion, seek clarification in writing from any Service Provider regarding his proposal;

12. Evaluation and award of contract:

- 12.1(a) The tenders would be checked for their responsiveness by review of the qualification information as required under clause 9 above.

- (b) The Price Bid will be opened after complete evaluation of Technical bid and only of those Service Providers who qualify in Technical bid.

- 12.2 The lowest responsive tender bid meeting the qualification requirement would be declared as the Preferred Service Provider and Tender Accepting Authority may award the contract as per the tender bid of the Service Provider or conduct negotiations if need be.

- 12.3 In case the evaluated tender bid amount of two or more Service Providers are the same, the Tender Accepting Authority, may award the contract to a Service Provider by evaluating in the order of pre-qualification for tender sought i.e as in clause 9.1 and taking into consideration, experience in years of the Service Provider's in providing service for the similar posts.

13. In the event of acceptance of the bid of Preferred Service Provider with or without negotiations the Tender Accepting Authority may declare the Preferred Service Provider as the Successful Service Provider. The **Tender Accepting Authority** shall notify the Successful Service Provider through a Letter of Award in the format given in Annexure 4, that its bid has been accepted and ask the Service Provider to deposit a **Performance Security 5% of Tender value** in the form of Bank Guarantee drawn on a nationalized bank within 15 days of the issue of Letter of Award and also execute the Agreement in the Format given in Annexure 4.
14. Failure of the Successful Service Provider to provide the Security Deposit or to execute the Agreement within the specified period shall constitute sufficient grounds for the annulment of the Letter of Award and forfeiture of the bid security. In such an event the Tender Accepting Authority, reserves the right to:
- (a) either issue the letter of award to the next lowest responsive and qualified Service Provider after negotiations if need be; or
 - (b) take up such measures as may be deemed fit at the sole discretion of the Tender Accepting Authority including annulment of the tendering process.
15. Notwithstanding anything contained in this bid document the Tender Accepting Authority reserves the right to accept or reject any tender bid or to annul the tendering process or reject all tender bids, at any time without liability or any obligation for such rejection or annulment, without assigning any reason thereof.

Section – 2: Scope of Services

1. Bids with stipulations for settlement of dispute by reference to arbitration shall be rejected. The bids containing any conditions what so ever will be liable for rejection.
2. Nelamangala Planning Authority reserves the right to verify any information / documents furnished by the bidders, should the circumstances so warrant in the overall interest of the office. All valid documents like RC Book, Tax card, Permit card, Comprehensive insurance documents, Emission test certificate, lease agreement entered with the owner of the vehicle etc. are to be furnished by the successful bidder at the time of entering into agreement with Nelamangala Planning Authority.
3. Monthly quoted rates shall be inclusive of all cost like GST and all other charges what-so-ever. The vehicle shall be made available on all the days including Sunday's and general holidays during the period of contract.
4. Nelamangala Planning Authority reserves the right to split and award the contract, to more than one agency at the lowest price, i.e. final price after negotiation with the lowest bidder.
5. Non-deployment of vehicle on any day will be viewed seriously and considered as violation of contract.
6. Vehicle should have valid registration with yellow number board and it should be covered under comprehensive Insurance throughout the contract period.
7. Message on a metallic board indicating .VEHICLE ON HIRE TO Nelamangala Planning Authority shall be displayed on the vehicle while on duty only.
8. The successful tenderer has to provide the vehicles to Nelamangala Planning Authority on hire basis along with a suitably qualified and experienced driver with a valid transport driving license and wear uniform of stipulated color while on duty. The Nelamangala Planning Authority shall only pay the hire charges as agreed, and contractor has to bear all costs such as cost of HSD, oil & Lubricants, repairs, replacement of spare parts, tyres, tubes, batteries, driver's wages / allowances, etc.
9. The service provider has to provide the vehicles to Nelamangala Planning Authority on Sunday's and General holidays if required without any additional charges'
10. The agency has to provide uniform and mobile phone to the driver .of each vehicle on duty for effective communication, and same mobile number will continue to exist with the

vehicle throughout the contract period. The agency will bear the cost of the same. The agency shall be responsible for the disciplined and courteous behavior of the driver with the Nelamangala Planning Authority officials.

11. Agency / driver shall maintain the log book, issued by Nelamangala Planning Authority officials and shall be got filled by the driver of the vehicle from the allottees and shall get the signature from the authorized officer every day. The completed log book has to be surrendered to the Establishment Section of Nelamangala Planning Authority.
12. The agency shall adhere to minimum wages act and other Government rules and statutory requirements in respect of the driver deputed with the vehicle.
13. If the agency fails to provide alternative vehicle during the break down of the vehicle the office will hire a separate vehicle on its own at the cost and risk of the successful contractor.
14. If the agency neglects to execute the contract work with due clearance and position of does not comply with the instruction given, the officer reserves the right to terminate the contract by giving a month's notice. Misbehaviors, rash and negligent driving by the drivers shall be viewed very seriously and the contract shall be terminated if the same is noticed.
15. The antecedents of the staff engaged by the agency for the work should be verified through local police or by any other Government Agencies and only suitable persons with clean record should be engaged' The agency shall be responsible for the good conduct of his staff while on duty as well as off duty in Company premises and the staff shall present themselves as responsible persons at all times.
16. The contract shall not grant any claims to the labour / driver engaged by the contractor for any appointment in Nelamangala Planning Authority either during the current contract or at any future date.
17. The hired vehicle shall be stationed / parked at a designated place, within the parking area. Any danger to the vehicle/driver will be at the cost / risk of the agency / owner. The contractor himself will be responsible for the safety, watch and ward of the vehicle. Nelamangala Planning Authority will not take any responsibility for the same. The vehicles will be parked at the places as directed by the allotted divisions/offices or as directed by Nelamangala Planning Authority.

18. Nelamangala Planning Authority reserves the right to terminate the contract at anytime during the period of contract if the performance of the agency is not satisfactory.
19. The agency has to note that the vehicles provided will be under the overall control of Nelamangala Planning Authority, Nelamangala. Nelamangala Planning Authority will deploy / re-deploy the vehicle to any division / works as per the requirement. Nelamangala Planning Authority will inspect the condition of vehicles periodically, if required office may insist for substitute vehicle if the vehicle is not in good road worthy condition.
20. Once the vehicles are reported to office, the vehicle drivers are bound to follow the instructions of the Nelamangala Planning Authority. He has to take officials to the places with in Bangalore city and Nelamangala for official purposes as per the instructions given by the Nelamangala Planning Authority during the office hours.
21. Nelamangala Planning Authority shall not be liable for any action direct or indirect that may be instituted by anybody or body of persons against the vehicle in connection with the transportation of employees.
22. The Agency will be solely liable for any claim arising out of accidents, damages or loss caused during the agitation, strike, etc., during the operation of vehicle. The Nelamangala Planning Authority shall not be liable for any claims arising out of use of vehicles. Besides all tortuous liability if any, shall be borne by the agency of the vehicles themselves.
23. The agency shall comply all statutory laws/regulations/motor vehicle Act etc.
24. Any suit or proceedings arising in any respect under this contract shall be subject to Jurisdiction in law of courts at Bangalore only. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within the jurisdiction of any such courts. The tenders with a stipulation for settlement of dispute by reference to arbitration will be rejected.
25. Any of the above terms and conditions specifically not commented on or not mentioned in the tender / price schedule, shall be construed as accepted by the agency and shall be considered for incorporating the same while processing the offers for ordering.
26. Office reserves the right to cancel the tender at any stage without assigning any reason.
27. The Member Secretary and Joint Director, Nelamangala Planning Authority decision in respect of matters relating to this tender is final and will be binding on the agency.

Section - 3: Terms and Conditions of the Contract

1. Definitions:

(a) “**Client**” means The Member Secretary and Joint Director Nelamangala Planning Authority or her/his authorized representative;

(b) “**Office**” means office of the Nelamangala Planning Authority 2nd Main Road, Sadashivanagar, Nelamangala-562123.

(c) “**Personnel**” means the person selected and appointed for various posts detailed in column 2 of the Table below clause 2 of Section 2 (Scope of Services)

2. The Service Provider shall employ driver who are medically fit to work in the Office and to take day to day instructions from the head of the department / society or his/her representative, where the personnel will be deployed for the work.
3. The persons so deployed driver not be below 18years. They will perform their duties to the satisfaction of the Client. The Service Provider or his representative will report at least once in a week to the Client for co-ordination.
4. In case of long (not more than a week) and unauthorized absence of any of the vehicle for duty, the Service Provider shall take immediate steps for replacement within 2 working days to ensure that the work of the Client’s office will not suffer.
5. Senior Officer of the Service Provider should visit the Office of the Client at least once in a month and check the working of vehicles and behavior of driver.
6. The Service Provider shall submit his invoice towards supply of vehicle for the **month on or before the 5th** of the following month. The invoice shall contain the number of vehicles provided for the month, GST of the Service Provider, Service Tax or GST, as the case may be, and total amount payable in words and figures. The Invoice should bear the Service Tax/GST Registration Number and PAN of the Service Provider.
7. This Contract would be for a period of **One Year** from the date of signing the agreement. The contract period could be extended for an additional period of one year at a time twice, with mutual agreement on the same terms and conditions.

8. Any dispute arising out of this contract shall be resolved by taking recourse to mutual amicable settlement in the first instance, failing which the dispute will be subject to Bangalore Jurisdiction. In case of dispute being referred to the court, the Client shall withhold payments to the Service Provider till the dispute is settled.
9. The client reserves the right to terminate the contract at any time during the period of contract if the service is not satisfactory.
10. The Client reserves the right of re-fixing or revising the rates of remuneration payable to the personnel.
11. The service provider will provide a **performance Security 5% of Tender value** in form of Bank Guarantee from any nationalized bank in favor of the Member Secretary and Joint Director Nelamangala Planning Authority valid till 60 days after the end of this contract. If the contract period is extended as per clause 7 above, the Service Provider shall furnish fresh Performance Bank Guarantee for equivalent for the extended period + 60 days.
12. In case a vehicles provided by the service provider chooses to quit, he should give 30 days notice in writing to Service provider as well as Nelamangala Planning Authority or forgo one month's salary in lieu of notice.
13. Violation of any of the above terms and conditions by the service provider results in termination of contract or forfeiture of performance security or both.

Annexure 1

Details of the Service Provider

(On the letter head of the Service Provider)

1. Name of the Service Provider	
2. Principal place of business	
3. Address with Telephone numbers, Fax number Mobile No.,etc.	
4. Status whether run by an Individual, Partnership Firm, Registered Society, Private company, Public Company	
5. Registration details (attach scanned copy certificate of registration)	
6. GST registration details	
7. Date of incorporation/Registration and/or commencement of business	
8. ISO registration number	
9. Brief description of the Service Provider's line of business	
10. Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the Service Provider with power of attorney	
11. Details of individuals who will serve as the point of contact / communication with Member Secretary and Joint Director Nelamangala Planning Authority in case of the award of the contract, the details to include Name, designation, postal address, e-mail address, Landline/Mobile phone numbers	

12. Details of alternate person who will serve as the point of contact/communication, in case contact could not be established with the person whose details are provided against Sl.No.8 above	
13. The Tenderer should have been in the field of vehicle provider service providing in One similar assignment during the previous 1 financial years	
14. Details of past performance on services of similar nature executed by the vehicle Service Provider during past 5 financial years	
15. MSME/NSIC registration certificate	
16. As per the Chartered accountant audit report the firms turnover should be 5 lakhs per annum.	

Annexure 2
TENDER FORM

To,

The Member Secretary and Joint Director,
Nelamangala Planning Authority
2nd Main Road, Sadashivanagar,
Nelamangala-562123.

Sir / Madam,

Sub: Providing AC and Non AC cars along with drivers to the Office of the
Nelamangala Planning Authority

Ref: Your Office Tender Notification No:

dated:

I/We have gone through the tender document and have fully understood the scope of work and the terms and conditions of the contract.

I / We have submitted the tender having studied, understood and accepted the full implications of the agreement. The requirement of the tender agreement stated above will be fulfilled by me / us to the satisfaction of the contract and authority.

We will comply with all the requirements of the tender notification and applicable Acts and Rules in this regard.

Yours faithfully,

Place:

Date:

(Name:)

Authorized Signatory

Annexure – 3
Price Schedule (Financial Bid)
Price Schedule of the Car

Place of work / duty.		Nelamangala Planning Authority, Nelamangala, Bangalore Rural	
Total vehicles required.		02 No's. AC cars along with drivers (2021 & above model) 02 No's Non- AC cars with drivers (2021 & above model)	
Normal Duty hours per day		12 Hrs.	
Sl no	Item description	Rates (Rs. In figure)	Rate (Rs. In words)
For A/C Vehicle			
1	a) Hire charges per vehicle per month for running 2500 Kms or 300 hrs per month (including Sunday's and holiday's) including driver salary, PF, IT, GST, road tax, comprehensive insurance, registration, FC, spare, repair / maintenance cost and other statutory & other charges.	Quote Rate through E-Portal only	Quote Rate through E-Portal only
	b) Rate of hire charges per Kms beyond 2500 Kms per month	Quote Rate Through E-Portal only	Quote Rate Through E-Portal only
	c) Rate per Hour for more than 300 Hours duty per month.	Quote Rate through E-Portal only	Quote Rate through E-Portal only
For Non- A/C Vehicle			
2	a. Hire charges per vehicle per month for running 2500 Kms or 300 Hrs. per month for a day (including Sunday's and holiday's) including driver salary, PF, IT, GST, road tax, comprehensive insurance, registration, FC, spare, repair / maintenance cost and other statutory & other charges.	Quote Rate through E-Portal only	Quote Rate through E-Portal only
	b. Rate of hire charges per Kms beyond 2500 Kms per month	Quote Rate through E-Portal only	Quote Rate through E-Portal only
	c. Rate per Hour for more than 300 Hours duty per month.	Quote Rate through E-Portal only	Quote Rate through E-Portal only

NOTE:

- For the purpose of evaluation, the rate quoted for sl no 1(a) & 2(a) items will only be considered for the selection of the lowest bid of the respective vehicles. The price schedule of each car should not exceed the rates prescribed in government order no: SeAaSuE 30ShvANe 2019, Bengaluru, Dated:31.03.2022.
- The number of vehicle in both categories are tentative. These may decrease from time to time.
- All the Rates Will be Consider as Exclusive of GST.

Yours faithfully,
Authorized Signatory,

Name and designation of Signatory:
Name of Service Provider:

Annexure 4
Letter of Award/Acceptance

(Letter head of Client)

No.

Date:

To:

[Name and address of the Service Provider]

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.....

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Dear Sir:

This is to notify that your tender dated for providing four AC Cars to the Nelamangala Planning Authority for a period of 1 year with effect from has been accepted by us.

You are hereby requested to furnish performance security within 15 days, for Rs.1,00,000/- (Rupees one lakh only) in the form of Bank Guarantee drawn on nationalized bank on issue of letter of award and also execute necessary agreement in the format given in the Annexure 4. Bank Guarantee shall be provided from any nationalized bank in favor of the Member Secretary and Joint Director Nelamangala Planning Authority valid till 60 days after the end of the contract period.

On furnishing of the Performance Security as above, you are required to sign an Agreement and proceed with the work as per terms and conditions.

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

Yours faithfully

Member Secretary and Joint Director
Nelamangala Planning Authority
Nelamangala

Annexure 5
CONTRACT FORM

This is an agreement between “Nelamangala Planning Authority”, herein after called Party A and “_____” (name of the service providers) herein after called Party B.

Whereas the Nelamangala Planning Authority, 2nd Main Road, Sadashivanagar, Nelamangala-562123, wants the manpower for various categories of staff to Nelamangala Planning Authority Office has accepted a tender submitted by M/s _____ for providing the services of the above said personnel as per the Price Schedule attached;

Now this agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Terms and conditions of Contract;
2. The following documents shall be deemed to form and be read and construed as part of the Agreement: viz.,
 - (a) Tender Form submitted by the M/s _____;
 - (b) The Instructions to the Service Providers;
 - (c) The Scope of service;
 - (d) Terms and Conditions of this Contract;
 - (e) Client’s notification of letter of acceptance;
3. In consideration of the payments to be made by the Party A to the Party B, the Party B covenants to the Party A to provide manpower for various categories of staff as per the Scope of Work in all respects with the provisions of the Contract.
4. The Party A hereby covenants to pay the Party B as per Terms and Conditions at the times and in the manner prescribed by the Contract.

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

Signed, sealed and delivered by the
Said (for the Client)

In the presence of

Signed, sealed and delivered by the
Said (for the Service Provider)

In the presence of