

GOVERNMENT OF KARNATAKA

**FISCAL POLICY INSTITUTE**

Bangalore-Mysore Road, Next to Panchamukhi Ganapathi Temple,
KengeriPost, Bangalore-560 060.

PHNO: 080-26971000 / FAX: 080-26971010 / WEB:

www.fpibengaluru.karnataka.gov.in

TENDER NOTICE

**Tender Notice Inviting Tenders to Provide Annual Maintenance Contract for
Civil and allied Works in FPI Campus.
(Through e-procurement portal only)
<https://www.eproc.karnataka.gov.in>**

No.FPI/Proc./Tndr/AMC/Civil/ 05/2020-21

Dt: 03-06-2020

Tender Schedule

Date of commencement of Tender	05-06-2020
Last date and time for receipt of tender forms	20-06-2020 - at 5.00 PM
Pre-Bid meeting date, time and Place	On 15-06-2020 AT 2.30 P.M. Fiscal Policy Institute, Kengeri, Bangalore – 560 060.
Time and date of opening of Tenders	Technical Bid - on 22-06-2020 @ 11.00 AM Financial Bid - Tentatively on 25-06-2020 @ 12.30 PM
Place of opening of technical tenders	Fiscal Policy Institute, Mysore - Bangalore Road, Kengeri Bangalore 560060
Address for communication	The Director, Fiscal Policy Institute, Mysore road <u>Kengeri, Bangalore –560060.</u>
EMD	Rs.30,000/-

Fiscal Policy Institute, Bangalore.

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SECTION 1:
INVITATION FOR TENDERS (IFT)

Tender Notification
(Through e-procurement portal only)

No.FPI/Proc./Tndr/AMC/Civil/ 05/2020-21

Dt: 00-00-2020

The Fiscal Policy Institute (FPI), Bangalore-Mysore Road, Kengeri Post, Bangalore-560 060, invites Tenders in two-cover system,, i.e. Technical and Financial, from eligible Tenderers for Annual Maintenance Contract (AMC) for **Civil & Allied works i.e. Water supply, Water Treatment Plant (WTP), Firefighting, Sanitary systems, Civil, Metal Fabrication and Carpentry works,** to be provided at its campus near Kengeri, Bangalore-Mysore Road, Bangalore – 560 060.

Introduction: Fiscal Policy Institute (FPI) is a separate Directorate working under the administrative control of Finance Department, Govt. of Karnataka. FPI is engaged in customised training to the officers of Government and PSUs, and undertaking research work in public financial planning, public project implementation, public expenditure, public resources, public asset management etc. FPI is spread over an area of about 5.2 acres of land with various building blocks constructed in the Campus.

Tender forms can be downloaded from the website <https://eproc.karnataka.gov.in> as per the tender schedule. And tender document can also be seen on FPI web-site: www.fpibengaluru.karnataka.gov.in

1. Tenderers are advised to visit the site as per the tender schedule to understand the nature and scope of the work.
3. Tenders must be accompanied by earnest money deposit Rs.30,000/-. Earnest money deposit shall have to be valid for 45 days **before** the validity of the tender.
4. Tender forms completed in all respects along with supporting documents shall be submitted on-line before the time specified in the tender schedule. E-mail / Fax tenders shall not be accepted. Canvassing in any form by the agency directly or indirectly or by any other agency / person on their behalf, may lead to disqualification of their tender.
5. Clarification, if any, can be obtained from the Additional Director (Admin) / Special Officer (Proc), FPI, during working hours of the Institute
6. FPI reserve the right to reject any or all tenders received without assigning any reason.
7. The successful bidders shall produce the documents in original at the time of agreement.

Additional Director (Admin)
Fiscal Policy Institute,
Bangalore.

SECTION 2:
INSTRUCTIONS TO TENDERERS (ITT)

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INSTRUCTIONS TO TENDERER
[(General Conditions of Contract (GCC))]

A. GENERAL

Fiscal Policy Institute (FPI) invited tender for Annual Maintenance Contract for Civil & Allied works i.e. Water supply, Water Treatment Plant (WTP), Firefighting, Sanitary systems, Civil, Metal Fabrication & Carpentry Works and allied works in “**Fiscal Policy Institute (FPI), Kengeri, Bangalore**” for a contract period of TWO (2) years. On completion of first year AMC satisfactory performance, the second year AMC contract will continue subject to review and discretion of FPI on the same terms and conditions (subject to Minimum Wages). The ‘Scope of Work’ is outlined under the same title in a later section of this document.

1. ELIGIBLE TENDERERS:

1. Tenderers shall not be under a declaration of indelibility for corrupt and fraudulent practices issued by the Govt. of Karnataka.
2. Tenderers from joint venture are not acceptable.

2. TENDER CAPACITY: Eligible Tenderers will be qualified only if their available tender capacity is more than the total tender value.

1. The annual turnover of the Tenderer from the similar operations for the last three years ending 31-03-2019 should not be less than Rs.12.00 lakh per annum (Rupees twelve lakh only).
2. The financial net worth of the Tenderer shall not be negative during the financial year 2016-17, 2017-18, & 2018-19 .
3. Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:
 - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.and/or
 - participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. TENDER DOCUMENT

3. **TENDER DOCUMENT:** Tender document is available in the Karnataka Government web-site <http://eproc.karnataka.gov.in> and can be downloaded.
4. **AMENDMENT TO TENDER DOCUMENT:** The FPI may, for any reason, whether at its own initiative or in response to the clarification requested by the prospective Tenderer, issue amendment in the form of addendum / corrigendum. Any addendum / corrigendum thus issued shall become part of the Tender Document. For addendum/ corrigendum issued during the tendering period, Tenderer shall consider the impact of such addendum / corrigendum in the tender. For addendum /corrigendum issued subsequent to receiving the tenders, Tenderer shall follow the instructions issued along with such addendum / corrigendum.

C. Preparation of Tenders

6. DOCUMENTS COMPRISING THE TENDER: The tender submitted by the Tenderer shall comprise the following:

- (a) The Tender (in the format indicated in Section 3).
- (b) Earnest Money Deposit;
- (c) Qualification Information Form and Documents;
- (d) And any other materials required to be completed and submitted by tenderers in accordance with these instructions.
- (e) **The documents listed under shall be filled in without exception:**
 - Sections 3: Forms of tender, and qualification information**
 - form of tender
 - qualification information
 - Section 8: Financial Bid**

7. TENDR PRICE:

1. The rates quoted by the Tenderer as per Annexure-9 shall be firm and fixed. The AMC rates shall be inclusive of all costs, profit, taxes and duties. The taxes should be shown separately. If quoted in separate typed sheets other than Financial Bid and any variation in item description, unit or quantity is noticed, the tender is liable to be rejected.
2. Income tax, surcharge and other taxes as applicable will be deducted from total payment due to the contractors.
3. The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.
4. Rate should include charges for removal of debris out of premises to nearest municipal dump, removing stains, cleaning the site thoroughly and restoring it to original condition where work is undertaken.
5. **Monthly payments** will be made in the case of items covered in the annual maintenance contract based on the bills submitted by the contractor and certified by the concerned officer/Caretaker.
6. The tenderer shall express the price of the bid in Indian Rupees (both in figures and words).

8. TENDER VALIDITY: The Tender shall remain valid for acceptance for a period of **90 (Ninety) days** from the due date of submission of tender. The Tenderer shall not be entitled to modify, vary, revoke or cancel their tender during the said period. In case of the Tenderer modifying, varying, revoking or canceling the tender, the Tenderer shall forfeit the Earnest Money Deposit paid. The validity of the tender shall be extended as and when required for the period as requested by the Institute in writing.

In exceptional circumstances, prior to expiry of the original time limit, the FPI may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable/e-mail. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with EMD Clause in all respects.

9. **LANGUAGE :** This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
10. **CHECK LIST FOR SUBMISSION OF TENDER:** To assist the Tenderer in ensuring the completeness of tender, a check list for submission of various documents details in “Technical & Financial Tender, has been enclosed as Annexure-6. Tenderer in their own interest, are requested to fill the check list and submit it along with the tender for ready reference.
11. **MODE OF SUBMISSION OF TENDER:** TENDER shall be submitted in Govt. of Karnataka’s e-procurement portal only in two bids.

PART – I of the Tender shall contain the following:

Part-I of the tender document shall contain all pre-qualification (i.e., Technical) details as mentioned in Annexure-1 to 8 below under the heading “Technical Requirements”. It is mandatory to submit Technical Bids as per Annexure -1 to 8, in PDF/JPG/JPEG/MS-Word format only, the Technical Bids in other formats will be rejected.

PART – II of the Tender shall contain the following:

Part – II of the tender shall contain information regarding the lowest rates for different items both in figures and words as in Annexure-9. It is mandatory to key in the Financial Bid online on e-procurement portal only i.e. <https://eproc.karnataka.gov.in> The Financial Bid in other formats will be rejected.

The tenderer should submit the unconditional Financial Bid. If any conditions mentioned in Part – II shall not be taken into account and if insisted upon, the tender shall be liable for rejection.

12. **TECHNICAL DISCUSSION:** Technical clarifications with the Tenderer shall be through official communication, if needed, before one day of closure of this tender submission time. The Tenderer shall depute their authorized representative to attend the discussions on pre-bid meeting and sign the minutes of meeting. The authorized representatives must be competent and empowered to settle all technical and commercial issues.

13. **COMPLIANCE TO TENDER REQUIREMENT:** FPI expects the Tenderer to comply with requirement of tendering document without any deviation. In any case, no exception or deviation shall be accepted.

14. EARNEST MONEY DEPOSIT (EMD)& TENDER PROCESSING FEE (TPF):

1. Earnest Money Deposit of Rs.30,000/- and TPF as notified shall be deposited with the Tender.
2. The EMD and TPF shall be paid through e-procurement with any of the following modes:
3. Debit Card / Credit Card / NEFT / OTC (Over-the-Counter payment - through ICICI Bank.
4. Tenders without the EMD will be rejected.
5. No interest shall be payable on the EMD furnished.
6. If the Tenderer after submitting the tender, revokes the offer or modifies the terms and conditions thereof during the validity of the offer, except where the Institute has given opportunity to do so, the EMD shall be liable to be forfeited.
7. In the event of withdrawal of the Invitation to Tender by the Institute, the EMD paid with the tender will be returned to the Tenderer.
8. In the event of the successful Tenderer's failure or refusal to sign the agreement or furnish the security deposit within 21 days from the date of award, the earnest money deposit shall be forfeited without prejudice to the Institute's right to recover any further loss or damage incurred or caused in consequence thereof, from the Tenderer.

Please note that payments submitted through cheque or demand draft shall not be accepted. For details regarding e-Payment, please refer to e-Procurement portal at the above mentioned website or call e-procurement help desk **+91-8046010000, +91-8022631200**

Note: It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents and the bid; well within the bid submission time and date. FPI shall not be responsible for non-submission of the bids by any bidder due to either technical reasons or the non-compliance by the bidder to the process requirements for submission of valid bids on the e-procurement portal.

15. PROPOSAL OF THE TENDERER:

The Tenderer shall arrange their tender in the following order:

15.1 PART - I: TECHNICAL PART:

- (a) Tendering document duly uploaded in all respects
- (b) Documents in support of Technical qualification requirements as per Annexure-1 to 8.
- (c) Earnest Money Deposit of Rs.30,000/- (Rupees thirty thousand only) through online.
- (d) GST Registration Certificate

- (e) Power of Attorney in the name of the person who has signed the tender.
- (f) ESI/EPF/Labour Laws/Local bodies registration details.
- (g) Other statutory details, if any.

Note: The Technical Proposal shall not include any financial information, which can vitiate Financial Bid.

15.2 PART - II: FINANCIAL PART:

The Financial Part of tender shall be submitted in Annexure-9. Financial tender shall contain only Financials quoted by the Tenderer.

Tenderer should estimate the total work force required to be deployed to carry out the Assignment.

16. TENDERER'S RESPONSIBILITY:

- 16.1 Although the details presented in this tender document have been compiled with all reasonable care, it is the Tenderer responsibility to ensure that the information provided is adequate and clearly understood.
- 16.2 Tenderer has the option to inspect the site and surrounding area as per Tender Schedule at Page 1. Tenderer shall satisfy himself/herself of the existing facilities and shall collect any other information, which he/she may require.
- 16.3 Claims and objections due to ignorance of existing conditions will not be considered after submission of the tender and during implementation.

17. CORRECTION OF ERRORS

- 1. Tenders determined to be substantially responsive will be checked by the FPI for any arithmetic errors. Errors will be corrected by the FPI (FPI) as follows:
 - (a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 2. The amount stated in the Tender will be adjusted by FPI (FPI) in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited.

18. TENDER SUBMISSION: Tender documents can be downloaded from <http://www.eproc.karnataka.gov.in>. The Tenderers should ensure that their offers are uploaded at e-procurement portal (<http://www.eproc.karnataka.gov.in>) within the stipulated date and time as per Tender Schedule. FPI shall not take responsibility if the tenders are not uploaded at the above portal within due date and time and the tenders uploaded after the date and time stipulated for receipt of tenders are liable to be rejected. No request for extension of time for submission of tender shall be considered.

19. TENDER OPENING AND EVALUATION:

1. Opening of Technical tender will be on the date and time mentioned in' Notice Inviting Tender'. In the event of the specified date of tender opening being declared a holiday for FPI, the tender shall be opened at the appointed time and location on the next working day.
2. FPI shall prepare minutes of the Tender opening, including the information disclosed to those presented.
3. **Process to be confidential** Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the FPI's processing of Tenders or award decisions may result in the rejection of his Tender.
4. **Examination of Tenders and determination of responsiveness**
 - 1 Prior to the detailed evaluation of Tenders, the FPI will determine whether each Tender
 - (a) meets the eligibility criteria;
 - (b) has been properly signed;
 - (c) is accompanied by the required earnest money deposit and;
 - (d) is substantially responsive to the requirements of the Tender documents.
 - 2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one
 - (a) which affects in any substantial way the scope, quality, or performance of the Works;
 - (b) which limits in any substantial way, inconsistent with the Tender documents, the FPI's rights or the Tenderer's obligations under the Contract; or
 - (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
 - 3 If a Tender is not substantially responsive, it will be rejected by the FPI, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20. Evaluation and comparison of Tenders

1. FPI will evaluate and compare only the Tenders determined to be substantially responsive in accordance with above Clause.
2. In evaluating the Tenders, the FPI will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
 - (a) making any correction for errors pursuant to Clause 13; and
 - (b) making appropriate adjustments to reflect discounts or other price modifications offered.

Award of Contract

21. Award criteria

Subject to Clause 17, the FPI will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price,.

22. FPI's right to accept any Tender and to reject any or all Tenders

Notwithstanding Clause 21, the FPI reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the FPI's action.

23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the FPI prior to expiration of the Tender validity period by e-mail or confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the FPI will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 24.

23.3 The Agreement will incorporate all agreements between the FPI and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of FPI within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the FPI.

23.4 The notification of award will constitute the formation of the Contract

24. Security deposit / Performance Bank Guarantee:

24.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the FPI the Performance Bank Guarantee at @5% of Annual Contract value in the form a public sector Bank located in Bangalore, valid for a period of contract plus 3 months. The performance security in the form of bank guarantee will be retained by FPI till the end of contract period. The performance guarantee / security deposit will not carry any interest for the period retained

24.2 Failure of the successful Tenderer to comply with the requirements of this clause, shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

25. Corrupt or Fraudulent practices

FPI requires that the Tenderers, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, FPI:

- (a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a FPI contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a FPI contract.

26. Furthermore, Tenderers shall be aware of the provision stated in sub-clause 2 of Payment upon Termination of the Conditions of Contract.

**SECTION 3:
FORMS OF TENDER, AND QUALIFICATION INFORMATION**

TABLE OF FORMS:

- **Form of Tender**
- **Qualification Information**
- **Letter of Acceptance / Work Order**
- **Agreement Form**

Annexure – 1**TENDER FORM****Tender to provide Annual Maintenance Contract for Civil and allied Works in FPI Campus, Bangalore.**

TO:

The Director
Fiscal Policy Institute
Kengeri, Bangalore – 560060.

Dear Sir,

Having examined the Tender Documents including Addenda No.s.....
[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform AMC work.....
(Description of Services) in conformity with the said tender documents.

We undertake, if our tender is accepted, to perform the services in accordance with the scope of work specified in tender document.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5.0% of the Annual Contract Price/Value in prescribed format.

We agree to abide by this tender for the Tender validity period specified in tender document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We understand that FPI is not bound to accept any tender.

We confirm that we comply with the eligibility requirements as per the tender document.

Date -----.

(Signature)

Tenderer / Authorised person
On behalf of -----

Qualification Information**ANNEXURE-2****TECHNICAL BID****(Technical Bid Requirement)****To provide Annual Maintenance Contract for Civil & allied Works in FPI Campus, Bangalore.**

This table has to be filled in by the prospective Tenderer without fail. Details of contract undertaken & annual turnover of the Tenderer for the preceding 3 years shall be given

A TECHNICAL/EXPERIENCE REQUIREMENTS		
Sl. No	Description	Particulars to be furnished by the Tenderer
01	Name of Tenderer & Address	
02	Date of commencement of business of the Tenderer	
03	Client Details for having carried out similar type of work between 2016-17 to 2019-20 a) Name of Client b) Name & Address of Client's contact person c) Telephone & Fax No	
04	Supporting Documents a) Work order (Copy to be furnished) b) Work done certificate	
05	Confirm whether supporting documents as per 4.0(a) & 4(b) are submitted clearly identifying the scope of work.	

Contd....

ANNEXURE-2

B		
FINANCIAL INFORMATION		
Sl. No	Description	Particulars to be furnished by the Tenderer
01	Details of Annual Turnover of Tenderer for following FY years: 2017-18 2018-19 2019-20(If available)	YES / NO
02	Whether Audited Balance Sheets & Profit & Loss Account submitted F 2017-18 2018-19 2019-20(If available)	YES / NO
03	Net worth for FY: 2017-18 2018-19 2019-20(If available)	YES / NO
04	Banker's details – Name and Address Type of account & Account Number	1) 2)

Note:

1) Tenderer shall furnish the experience details as above only of those contracts, which they consider suitable for meeting the qualifying requirements specified in the Notice Inviting Tender. FPI reserves the right not to evaluate any other contract details. Details of more contracts may be furnished in the same format, if desired.

2) Tenderer may note that non-submission of relevant supporting documents will lead to rejection of their tender.

3) If the Tenderer has executed/completed similar nature of work (as called in Experience Criteria of NIT (Notice Inviting Tender)), as a part of combined work order, then it is the responsibility of the Tenderer to produce documentary evidence from Client to establish the value and description of such works and that the Tenderer meets the experience requirements of tender.

UNDERTAKING

1. I / We have read and agree to adhere by all terms and conditions of the same.
2. I / We here by state that none of the employees of my/our organization is a relative of any employee of FPI and that none of the employees of FPI is a beneficiary of my/our organization including in the capacity as part-time employee, agent, partner or shareholder.

Date:**Place:****SIGNATURE OF TENDERER****WITH OFFICIAL SEAL**

ANNEXURE – 3**Proforma for Performance Statement for the last Three (3) years:**

Tender to provide Annual Maintenance Contract for Civil and allied Works in FPI Campus, Bangalore.

Name of the Tenderer :	
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Orders placed by (Full address of Client)	Order No & Date	Description Of Services	Value of order	Date of Completion of Service as per contract (attach a certificate)	Is the service provided is satisfactory (Attach certificate from the client)

Note: Separate sheet to be enclosed for each order executed.

**SIGNATURE OF TENDERER
WITH OFFICIAL SEAL**

ANNEXURE -4

Tender to provide Annual Maintenance Contract for Civil and allied Works in FPI Campus, Bangalore.

This table has to be filled in by the prospective Tenderer without fail. Self-attested copies of certificates of registrations under various departments of State and Central Government to be furnished.

SL No.	Description	Details to be upload by the Tenderer
01	EPF Registration No. and District & State	No. : (Upload a copy)
02	ESI Registration No. and District & State	No. : (Upload a copy)
03	GST Registration No.	No. : (Upload a copy)
04	Income Tax /PAN	No. : (Upload a copy)
06	Certificate of Incorporation (in case of Company)	No. : (Upload a copy)
07	Registration Certificate from Local Bodies	No. : (Upload a copy)
08	Registration obtained from Labour Department	No. : (Upload a copy)
09	Any other Statutory registrations obtained	

I/ We confirm that all the above registrations are under operation presently and shall be used for all related activities

Date:
Place

**SIGNATURE OF TENDERER
WITH OFFICIAL SEAL**

ANNEXURE – 5

Photograph

TENDERER'S PROFILE

This table has to be filled in by the prospective Tenderer without fail. Details of Tenderer's profile are to be furnished in the following proforma.

Sl. No	Subject	Details
1	Name and address of the Tenderer	
2	Whether a Proprietor/Partnership/Company/Any other? – Please indicate	
3	If a Company, please indicate whether a Private Company or Public Company.	
4	PAN issued by the Income Tax Dept. (a copy of PAN to be enclosed)	
5	Official address of the Tenderer 1. If a Company please indicate registered office address and corporate address separately. 2. Tenderer must have either the Corporate office or Registered Office or Head Office or Regional office in Karnataka, if not, tender will be rejected.	
6	Name and address of the person submitting the tender whose photograph is affixed above (In case of proprietor/partnership firms, the tender has to be signed by proprietor or one of the partner only, as the case may be)	Shri/Smt.
7	Telephone number of the Tenderer (Contact Person)	(Off) : (Res :) : (Mobile): (Fax): (e-Mail):
8	Registration and incorporation particulars of the Company. (If Partnership or Proprietorship, please indicate registration details obtained from local authority)	

Contd....

Annexure - 5

9	Bank Details 1. Name & address of Bank Branch: 2. Bank Account No. 3. Type of Bank Account 4. IFSC Code	
10	Details of Technical and Supervisory Staff proposed to be deployed	

Note:

1. The Tenderers, as the case may be, shall submit self-attested copies of PAN Card, Certificate of Incorporation, Certificates of registration from local authorities, Partnership Deed, Articles and Memorandum of Association.
2. Authorization letter of the Company in case the person signing the tender document is an authorized representative of the company.
3. Self-attested copies of passport of proprietor and partner, in case the Tenderer is a proprietor or partner.
4. The tender is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the tender documents, with the Identity and signature proof.
5. Please attach a copy of last income tax return.

I/We hereby declare that the information furnished above is true and correct to the best of knowledge and belief.

Place:

**SIGNATURE OF TENDERER
WITH OFFICIAL SEAL**

Date:

ANNEXURE – 6**CHECK LIST****Tender to provide Annual Maintenance Contract for Civil and allied Works in FPI Campus, Bangalore.**

The Tenderer shall check the following parameters before submitting the tender

	Enclosure Details	Remarks
1	Name & Address of Tenderer with photograph	Yes / No
2	Documents in support of pre-qualifying requirements as per Annexure-1. 1 Three years contract details & value 2 Client details 2 Work orders 4 Completion certificate 5 2/3years Annual Turnover 6 2/3 years Profit & Loss A/c 7 2/3 years Balance Sheet	Yes / No Yes/ No Yes / No Yes / No Yes / No Yes / No Yes / No
3	Proof of continuous 3 years existence of tenderer in similar business as per Annexure – 3	Yes / No
4	Payment of EMD of Rs.30,000/- (Thirty thousand only)	Yes / No
5	Copy of GST Registration Certificate (self-attested)	Yes / No
6	Copy of Pan card enclosed (self-attested)	Yes / No
7	Authorization letter of the Company in case the person signing the tender document is an authorized representative of the Company.	Yes / No
8	Self-attested copy of passport / driving license / Aadhar card of Proprietor or Partner in case tenderer is proprietor or partner as proof of identity	Yes / No
9	The signature and photograph should match with the identity and signature proof.	Yes / No
10	Power of Attorney in the name of the person who is authorized to attend tender meeting	Yes / No
11	Annual Turnover Statement enclosed	Yes / No
12	Registration details: - ESI - EPF - Labour Laws/Local bodies (pl. specify)	Yes / No Yes / No Yes / No
13	- Income tax returns file for FY-2016-17,2017-18,2018-19 2019-20(AY-2017-18,2018-19, 2019-20, 2020-21)	

Contd....

Annexure - 6

14	Self-attested copy of Registration and incorporation particulars of the Company. (If Partnership or Proprietorship a copy of Partnership Deed / Registration certificated issued by local authorities)	Yes / No
15	Bank details furnished	Yes / No
16	Registration obtained from Labour Department, Govt. of Karnataka,	Yes / No
17	Other statutory details, if any.	Yes / No
18	Tendering document duly uploaded in all respects	Yes / No

Place:
Date:

SIGNATURE OF TENDERER
WITH OFFICIAL SEAL

ANNEXURE – 7**DECLARATION**

(Self-declared Affidavit on letter head)

Tender to provide Annual Maintenance Contract for Civil and allied Works in FPI Campus, Bangalore.

I / We hereby declare that our Services / Firm / Company (i.e. Business Establishment) has not been blacklisted in the past by Government of India or by any State Governments or Union Territories or by PSUs. There is no vigilance / Police / CBI case pending against our establishment. Further we declared that our establishment has not been blacklisted in the past by any institution in Karnataka as on 31/05/2020.

Place:

Date:

**SIGNATURE OF TENDERER
WITH OFFICIAL SEAL**

ANNEXURE – 8**Tender to provide Annual Maintenance Contract for Civil and allied Works in
FPI Campus, Bangalore****Agreement Form****(to be submitted by successful tenderer after work order issued)****Agreement**

This agreement, made the _____ day of
_____ 20_____,
between _____

_____[name and address of FPI]
(hereinafter called “the FPI”) of the one part and

_____[name and address of contractor] (hereinafter called “the
Contractor”) of the other part.

Whereas the FPI is desirous that the Contractor execute

_____ [name and identification number of
Contract] (hereinafter called “the Works”) and the FPI has accepted the Tender by the
Contractor for the execution and completion of such Works and the remedying of any
defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the FPI to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the FPI to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The FPI hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor’s Tender;
 - iv) Contract Data;
 - v) Conditions of contract (including Special Conditions of Contract);
 - vi) Specifications / Scope of Work and
 - vii) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of FPI

Binding Signature of Contractor

**SECTION 4:
CONDITIONS OF CONTRACT**

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TERMS AND CONDITIONS OF CONTRACT

A. General

1. Definitions

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

- a. The **Contract** is the contract between the FPI and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
- b. The **Contract Data** defines the documents and other information which comprise the Contract.
- c. The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the FPI.
- d. The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the FPI.
- e. The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- f. **Days** are calendar days; **months** are calendar months.
- g. The **FPI** is the party who will employ the Contractor to carry out the Works, FPI means Fiscal Policy Institute.
- h. **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The FPI will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance / Work Order, notice to proceed with the works
- (3) Contractor's Tender
- (4) Contract Data
- (5) Conditions of Contract
- (6) Specifications / scope of work
- (7) Any other

3. Law governing contract: The law governing the Contract is the Laws of India supplemented by the Karnataka Local Acts.

4. FPI's decisions: Except where otherwise specifically stated, the FPI will decide contractual matters between the FPI and the Contractor .

5. Delegation: FPI may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

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

7. Personnel:

- 1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by FPI from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the FPI.
- 2 If the FPI asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
3. Details of the personnel deployed shall be submitted time to time to the officer concerned.

8. Contractor's risks: All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

9. Queries about the Contract Data: The FPI will clarify queries on the AMC works.

10. Safety: The Contractor shall be responsible for the safety of all activities in FPI campus.

11. Instructions: The Contractor shall carry out all instructions of the FPI which comply with the applicable laws where the Site is located.

12. Management / Performance Review Meetings

- 1 The FPI may require the Contractor to attend a management meeting. The business of a management meeting shall be to review AMC work.
- 2 The responsibility of the parties for actions to be taken is to be decided by the FPI either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. COST CONTROL:**1. Financial Bid:**

1. The Financial Bid shall contain items for the AMC work to be done by the Contractor.
2. The Financial Bid is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Financial Bid.

2. Submission of bills for payment: The Contractor shall submit to the FPI monthly bills for AMC.

3. Payments

1. Payments shall be adjusted for deductions for retention, if any, other recoveries in terms of the contract and taxes, at source, as applicable under the law.
2. Items of the Works for which no rate or price has been entered in will not be paid for by the FPI and shall be deemed covered by other rates and prices in the Contract.

4. Tax: The rates quoted by the Contractor shall be deemed to be inclusive of all applicable taxes that the Contractor will have to pay for the performance of this Contract. The FPI will perform such duties in regard to the deduction of such taxes at source as per applicable law.

5. Liquidated Damages: Subject to Force Majeure, if the Tenderer fails to perform the Services within the period(s) specified in the contract, FPI shall, without prejudice to its other remedies under the Contract, deduct from the Contract / Tender Price, as liquidated damages, a sum equivalent to 0.5% of the Contract/Tender price of the

unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of 10% of the Contract Price.. Once the maximum is reached, FPI reserves the right to terminate the contract.

6. **Cost of repairs:** Loss or damage to the Assets or Materials of FPI during the currency of AMC shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
7. **Finishing the Contract:** It shall be the responsibility of the Tenderer to make all the equipment / assets covered under AMC to work satisfactory throughout the contract period and to hand over the equipments/ assets in working condition to FPI after expiry of the contract.

8. Termination:

8.1 Termination For Default: FPI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderer, terminate the Contract in whole or part:

- (a) if the Tenderer fails to perform the service within the period(s) specified in the Contract,
- (b) if the Tenderer fails to perform any other obligation(s) under the Contract.
- (c) If the Tenderer, in the judgement of FPI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

The AMC can be terminated by FPI on 15 days' notice if the services are found to be unsatisfactory and the Performance Guarantee amount will be forfeited.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, 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 the Borrower of the benefits of free and open competition.

In the event FPI terminates the Contract in whole or in part, FPI may engage the similar service, upon such terms and in such manner as it deems appropriate, Services similar to those unperformed, and the Tenderer shall be liable to FPI for any excess costs for such similar Services. However, the Tenderer shall continue the performance of the Contract to the extent not terminated.

8.2 Termination for Insolvency: FPI may at any time terminate the Contract by giving written notice to the Tenderer, if the Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to FPI.

9. **MODIFICATION:** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

10. **FORCE MAJEURE :**

10.1 Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lockouts beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of Government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

10.2 The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.

10.3 In the event the Force Majeure substantially prevents, hinders or delays the Agency's performance of Services necessary for project's implementation or the operation of Project's critical business functions for a period in excess of 3 days, the FPI may declare that an emergency exists. However, when the situation arising out of force Majeure comes to an end in the assessment of FPI, the Agency shall resume normal activities under this agreement immediately. If FPI considers it necessary, may grant an extension of time to the Agency for resuming normal activities under this agreement. If the Agency does not resume normal activities immediately or within the extended period, if any, granted by the FPI, the FPI will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of Agency and/or terminate this Agreement.

10.4 Notwithstanding the terms of this Article, the failure on the part of the Agency terms under the RFP to implement any disaster contingency planning, insurance coverage and back-up and other data safeguards in accordance with the terms of the RFP or this Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

11. Measures to be taken:

- I. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- II. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- III. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- IV. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either:
 - i. Demobilize,; or
 - ii. Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- V. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to dispute resolution clause
- VI. When the situation arising out of Force Majeure comes to an end in the assessment of the Purchaser, the supplier shall resume normal activities under this agreement immediately. If the Purchaser considers it necessary, may grant an extension of time to the supplier for resuming normal activities under this agreement. If the supplier does not resume normal activities immediately or within the extended period, if, any, granted by the purchaser, the Purchaser will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of the Agency and / or terminate this Agreement.
- VII. Notwithstanding the terms of this Article, the failure on the part of the Supplier terms under the RFP to implement any disaster contingency planning, insurance coverage and back up and other data safeguards in accordance with the terms of the RFP or this agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

VIII. In the event that the event of Force Majeure persists for a period for a 30 business days or more and whichever party's performance is affected by the event of Force Majeure, either party shall be entitled to terminate the relevant Order under this Agreement unilaterally without liability to the other in respect of termination. Upon such termination, Client shall pay Agency for all Service rendered and expenses incurred by Personnel up to and including the date of termination. In the event of such termination, Client acknowledges that the Services will be work in progress and may not be in a finished state.

12. Payment upon Termination:

1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the FPI shall prepare bill for the value of the work done, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the FPI exceeds any payment due to the Contractor the difference shall be a debt payable to the FPI.
2. If the Contract is terminated at the FPI's convenience or because of a fundamental breach of Contract by the FPI, the FPI shall prepare bill for the value of the work done, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

SPECIAL CONDITIONS OF CONTRACT

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the FPI, deliver to the FPI a return in detail, in such form and at such intervals as the FPI may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor in the campus and such other information as the FPI may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the FPI indemnified in case any action is taken against the FPI by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the FPI is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, FPI shall have the right to deduct any money due to the Contractor including his amount of security deposit. The FPI shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the FPI.

The employees of the Contractor in no case shall be treated as the employees of the FPI at any point of time.

3. GENERAL

3.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates, specifications of work and any other document forming part of this contract wherever the context so requires.

3.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary to every other part and shall be read with and into the contract so far as it may be practicable to do so.

3.3 Where any portion of the General Conditions of Contract is repugnant to or in variance with any provisions of the special conditions of contract, then unless different intention appears, the provision(s) of the Special Conditions of

Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent that such repugnancies or variations in the special conditions of contracts are not possible of being reconciled with the provisions of General conditions of contract.

3.4 Wherever it is stated in this tender document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected / carried out by the Tenderer at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context.

4. **LOCATION AND UTILISATION OF SERVICES** : Fiscal Policy Institute Campus, Next to Panchamukhi Ganapathi Temple, Bangalore-Mysore Road, Kengeri, Bangalore – 560 060.

5. **CAMPUS:** The maintenance works stated in the scope of work shall be carried out in the following buildings and areas surrounding them, staircases and common areas in the FPI Campus:

(h) **Main Building(Block)**

which includes Board room, training rooms, seminar rooms, faculty rooms, Director's room and other rooms, despatch room, committee rooms, entrance hall, conference hall, auditorium, administrative hall, office rooms, stores, library, halls, ACs, Electrical rooms, all toilets, kitchen, offices and staff lounge, corridors, pergola, complete lounges and common areas on all three floors, lift room etc.

(ii) **Guesthouse Block:** having 12 rooms with attached toilet, dining hall, kitchen, store rooms and lounges and common areas on two floors etc.,.

(iii) **Hostel - Blocks** having 72 rooms with attached toilet, office store, Dining hall and kitchen - complete with hand wash area, all toilets, utensil wash area, main kitchen and store rooms complete lounges and common areas on all three floors etc.,

(iv) **Director's quarters** - 1 No., lounges, parking & common areas,

(v) **Staff quarters** – Houses 22 No. including lounges, common areas on all floors etc,

(vi) **Utility buildings** (electrical/transformer sub-station and DG Set room), bunkers for workers, Pump room, garbage rooms, staff toilets, water treatment plant, vehicle garage, garden/nursery area, sump tank & overhead water tank facility, etc.,

(vii) Roof tops/terrace area of all buildings.

(vii) Security rooms at entrance & Exit gate - 2 nos

(viii) All roads and pathways inside the campus.

(ix) All drains, rain water harvesting system, sewer lines and manhole chambers etc. inside the campus.

(x) Entire open area (approx.. 5.5 Acres) having underground pipelines/garden hydrants etc.

SECTION – 5 SCOPE OF WORK

a. **Civil, Water supply and Sanitary System:**

This is a Non-comprehensive AMC work. The scope of work covers but not limited to:

1. The supply of labour and deputing required number of experienced labourers with tools & equipment etc. for rectification of all complaints pertaining to the work.
2. Repairing and rectifying all internal and external sanitary water supply and sewage works of the building, as and when the defects are observed and/or complaints registered except external sewage (outside campus).
3. Daily operation / maintenance / monitoring / repair / replacement of material etc. of water connection pipes, Sewage lines, drains, UGD system, in FPI
4. All drains, traps (gully / nani traps), sewer lines and manhole chambers etc. inside the campus.
5. Repairing & rectifying the underground pipelines and garden pipes etc, installed in the campus.
6. Stopping leakage in various sanitary and water pipes, etc.
7. Disconnecting and reconnecting water supply connection in case of water heaters, geyser, boilers, coolers and other electrical gadgets, whenever such electrical gadgets are required to be replaced/repaired.
8. Cutting, threading and fixing of water pipes of any sizes, taps, valves, showers, flushing system; applying paint to joints.
9. Adhesive has to be used for fixing plumbing and sanitary fixtures, etc.
10. Repair / replacement of toilet flushing system etc.,
11. The contractor must replace, the water supply and sanitary items (complete set / spare parts etc) as and when the same are found damaged/unserviceable, with the prior approval of FPI, the material cost will be borne by FPI.
12. Supervision / monitoring of periodic (i.e. quarterly) cleaning and maintenance of sump tank (water tank) and overhead water tank in the campus as per the health standards (i.e. Housekeeping agency will do tank cleaning), the progress shall be reported to the Officer-in-charge (Estate), FPI.
13. The bore-wells with submersible water pumps, sump water pump, rainwater harvesting pump, sewage pumps etc. The pumps have to be operated daily and maintained.
14. **Fire Fighting System:** The successful Tenderer shall have to take care of the Day-to-day Fire-fighting System / Fire Hydrant System operation and maintenance in FPI campus. Check Hydrant points, branch pipe nozzle and couplings periodically. Further, FPI is proposing to enter into a separate AMC with OEM or authorized service agencies to maintain Fire Fighting System, till such time Civil AMC tenderer should maintain Fire fighting system. The Civil AMC contractor should liaison with the Fire Fighting System AMC agency and the Officer-in-Charge in FPI.

The supervisor and workers should be trained in monitoring and operation of fire alarm panel, smoke detectors, heat sensors, use of fire

extinguishers, wet riser system, fire pumps, jockey pump, hose pipes, sprinkler system etc.

15. **Minor Carpentry works:** The minor carpentry works like replacement / repairing of door closers, window & door alignment, fixing door handles, small glass replacement in windows/doors, small / simple fittings for furniture etc, shall be carried out by the successful Contractor with the regular contract workers. No labour charges will be paid extra.
16. **Civil works with Metal Fabrication & Carpentry works (on Call basis):** The successful Tenderer shall have to take care of the Day-to-day civil works including metal fabrication / welding etc as per requirement. Civil works shall include minor modifications / repairs to building, minor painting work, plastering to building as per requirement. The carpentry works like replacement / repairing of doors, windows, wooden fittings, furniture, glass replacement etc. The successful tenderer has to deploy experienced carpenter on call at contract rate. The labour cost will be paid as per rate contract under Optional works category rates and material cost shall be paid separately on prior approval of FPI or material will be supplied by FPI.

b. **Water Treatment Plant (WTP) Maintenance:**

Daily operation/ maintenance / monitoring / repair / replacement of required material etc of Water Treatment Plant (WTP) as per the standards and specifications of the OEM//supplier/ working manual of the system. The necessary cost of consumables would be reimbursed by FPI, on prior approval from FPI. Work log book should be maintained and reported to the officer in charge (Estate), FPI.

c. **Water Purifier / RO Systems (WPRO):**

The successful Tenderer has to attend daily operation of WPRO System by making supervisory visits to related machinery in FPI campus. The Tenderer has to report breakdown etc to ensure its proper maintenance .

d. **Solar Water Heating Systems:**

The operation, monitoring of Solar Water Heating (SWH) system in FPI .

- e. **Under-ground drainage Cleaning:** Underground drainage systems in FPI campus shall be flushed using suitable mechanized pressure device in once in three months/quarterly. Mechanized cleaning should be done at the approval of FPI and the mechanized service cost will be reimbursed.

- f. **Open drain cleaning:** The open drain located outside the campus compound (attached to the compound) in front of the campus besides high-way shall be cleaned as and when required with approval of FPI.

SECTION – 6

QUALIFYING CRITERIA

The Tenderer who intend to participate shall meet the following qualifying requirements:

	Qualification criteria	Documents to submit
	TECHNICAL CRITERIA	
1	Tenderer should have successfully carried out similar work (i.e. AMC of Plumbing, Sanitary drainage, WTP, Civil & allied works) in similar type of Institute or in any industry / organization/ establishment.	Submit copy of Work orders as per Annexure – 3 Submit the work completion certificate from existing client / customer
2	Annual value of single largest contract of similar work at a unit should not be less than Rs.12.00 lakh.	Submit copy of Work orders
3	Tenderer should have the registered office / functional / operational office in Bangalore	Submit copy of business license issued by labour department or BBMP etc, as proof of address.
4	Tenderer should be in existence in the similar business during past 3 years ending 31-03-2020.	Submit audited Profit & Loss A/c, Balance Sheet FY 2017-18, 2018-19 & 2019-20 (AY: 2018-19, 2019-20, 2020-21)
5	Tenderer should be registered under Income Tax, GST, Provident Fund (EPF), ESI, Shops & Establishment Act and fulfill all other statutory requirements for sanitary and plumbing works.	Submit Annexure - 4 and Copy of the registration certificates issued by the concern authorities.
6	Tender should accompanied by copies of Income Tax and GST/Service Tax, EPF, ESI - for the past one year	Submit a copy of IT return for FY 2019-2020.
7	Tenderer should not be blacklisted by Govt. of Karnataka, Govt. of India, PSUs in Karnataka	Submit self-declaration as per Annexure -6
	FINANCIAL CRITERIA	
1	Annual average turnover of the Tenderer from similar business should not be less than Rs.18.00 lakh for past three years	Submit audited Profit & Loss A/c, Balance Sheet FY 2017-18, 2018-19, 2019-20 (AY: 2018-19, 2019-20, 2020-21 (if available))
2	Financial Net worth of the Tenderer shall not be negative during FY 2018-19, 2019-20.	Submit audited Profit & Loss A/c, Balance Sheet FY 2017-18, 2018-19, 2019-20 (AY: 2018-19, 2019-20, 2020-21 (if available))

PROPOSAL OF THE TENDERER:

The Tenderer shall arrange their tender in the following order:

1 PART - I : TECHNICAL PART:

- (i) Tendering document duly uploaded in all respects
- (j) Documents in support of pre-qualifying requirements as per Annexure-1,
- (k) Earnest Money Deposit of Rs.30,000/- (Rupees thirty thousand only) through online, - furnish in as per GCC No.10 at page No.6.
- (l) The GST registration Certificate.
- (m) Power of Attorney in the name of the person who has signed the tender.
- (n) ESI/EPF/Labour Laws/Local bodies registration details.
- (o) Other statutory details, if any.

Note: The Technical Proposal shall not include any financial information, which can vitiate Financial Bid.

2 PART - II : FINANCIAL PART :

The Financial Part of tender shall be submitted in Annexure-9. Financial tender shall contain only Financials quoted by the Tenderer.

Tenderer should estimate the total work force required to be deployed to carry out the Assignment.

TENDERER'S RESPONSIBILITY FOR PARTICIPATION:

- 1 Although the details presented in this tender document have been compiled with all reasonable care, it is the Tenderer responsibility to ensure that the information provided is adequate and clearly understood.
- 2 Tenderer has the option to inspect the site and surrounding area as per scheduled date. Tenderer shall satisfy himself/herself of the existing facilities and shall collect any other information, which he/she may require.
- 3 Claims and objections due to ignorance of existing conditions will not be considered after submission of the tender and during implementation.

SECTION – 7

GENERAL TERMS AND CONDITONS

- a) The Tenderer shall submit documentary evidence in support of the above prequalification criteria. Tenders with all information and supporting documents by way of copies of work orders and audited Balance Sheets, including Profit & Loss Statement, latest Income Tax Returns, etc. to establish their credentials and track record for fulfilling the experience.
- b) Tenderer shall not be blacklisted by Central Govt. / State Govt. / PSUs in Karnataka, on any grounds.
- c) FPI reserves the right to use in-house information for assessment of capability of Tenderer. The decision of FPI regarding the tender will be final and binding.
- d) If the performance of the Tenderer is/has been found to be unsatisfactory for any reason, whatsoever, in any organization including FPI, then FPI reserves the right to reject the tenders submitted by such Tenderer at any point of time.
- e) FPI will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
- f) Corrigendum / Addendum / Modification / Corrections, if any, will be published on e-procurement portal i.e. <http://www.eproc.karnataka.gov.in>
- g) The original tender proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting. Errors to be corrected with counter signature of owner/authorized representative of Tendering agency.
- h) The Tenderer / Authorized Representative should sign on all pages of the tender proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
- i) FPI shall not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation of Tender.
- j) FPI reserves the right to reject any or all the tenders received without assigning any reason.

General Instructions to the Tenderer:

1. The Tenderer shall supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
2. **Non-Comprehensive AMC:** This AMC is non-comprehensive in nature. The tenderer should deploy the Supervisor & Workers for regular contract work (except for optional jobs). The recurring consumables required for AMC works and materials for repairs and replacements may be done on prior approval from the authorized person in FPI or material will be provided by FPI.
3. The monthly review of the AMC status will be done by the Officer-in-charge of Estate, FPI to review the performance/corrective measures required, if any. The Tenderer's supervisor should attend such reviews and comply with the instructions.
4. **Monthly Payment** will be after satisfactory completion of previous month. The tenderer should submit the bill to Officer-in-charge of (Estate), FPI.
5. The tenderer should work in consultation with the Officer-in-charge, FPI and who will certify the monthly AMC charges bill to the effect that all the complaints recorded in the registers have been attended and routine maintenance has been carried out satisfactorily.
6. Report of inspection/observation of faults/repairs/replacement / other requirements to be furnished to the officer-in-charge for the smooth functioning of the services.
7. Separate work slips/work orders will be issued in respect of the items / material which are not covered under the AMC charges, the contractor may raise the bills for the same within a period of one month after completion of work. FPI will be at its liberty to reject any claim made after the stipulated time period. The bills for the works carried out without proper work-slip/work order will be rejected and no further representations will be entertained.
8. Any discrepancy in settlement of bills may be brought to the notice of FPI within a period of one month after the settlement of the Bills.
9. Income tax, surcharge and other taxes as applicable will be deducted from total payment due to the Tenderer.
10. **Default Penalty:** All complaints covered in the AMC charges in the Annual Maintenance Contract are to be attended to on the same day and other complaints for which work slips/order are issued to be attended within a period of 2 days after issue of the work slip. In case of delay in attending the work in time, FPI will be at liberty to get the work done through any other contractor and the cost may be recovered from the Tenderer with penalty at 50% of the cost incurred. In case of three defaults, FPI will have right to issue a notice for termination of the contract, along with forfeiture of performance guarantee.
11. The workmen employed by the Tenderer should have the good experience in their specific skill.
12. The Tenderer shall observe all the safety precautions for the safety of the labour and the employees/residents of the FPI Campus during execution of works. The Tenderer should arrange to obtain necessary

- insurance cover for his/her employees and third party. Tenderer would be solely responsible for the safety of persons employed by him.
13. All risks of loss or of damage to property and of personal injury and death which arise during and in consequence of the performance of the AMC /contract are the responsibility of the Tenderer
 14. The Tenderer shall comply with all the applicable Acts, Rules, Regulations, requirement of Law(s) for entering into maintenance contract and FPI will not in any way be liable or responsible for any default/irregularities/penalties on the contractor's part. The contractor shall indemnify FPI against all claims on this account.
 15. The Tenderer shall comply with the provisions of contract, Labour Regulation & Abolition Act, 1970, Minimum Wages Act and all other labour laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the appropriate authorities. FPI shall not be held responsible for any penalty on account of failure to adhere to the above labour regulations, etc. FPI shall have the power to inspect the wage book and muster books and any other records of the contractor and to ask the contractor to comply with Laws. The Tenderer shall pay their employees wages which shall not be less than those prescribed under Minimum Wages Act or under any other Statute/Rule/Regulations as may be applicable from time to time.
 16. The Tenderer should be responsible to fulfill all the obligations in connection with the workers employed by the contractor for the purpose of the contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Employees Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the contractor account and payable by the concerned contractor.
 17. **FPI not bound by Personal Representations:** The Tenderer shall not be entitled to any increase on the quoted rates except as provided under the heading "Financial Bid" or any other rights or claim whatsoever by reason of any representation, explanation or statement or alleged representation, promise or guarantee given or alleged to have been given to him by any person.

18. **Minimum Man-Power to Maintain Civil AMC Services:**

	Position	No. of persons required	Remarks
A	Monthly Contract Workers - Regular		
1	Supervisor (Overall in charge) (27 X 6)	01	General Shift
2	Workers - Plumbing & Carpentry Multi-skill civil workers (2 + 2 + 2)	06	02 each - 3 shifts;;
	Total	(1 + 6)	
B	Daily Contract Workers – Optional / on call (as and when required)		
1	Carpenter	01	As and when required
2	Mason	01	As and when required
3	Welder	01	As and when required
4	Painter	01	As and when required

19. Manpower For Running The Services

- The Tenderer shall provide one supervisor in General Shift to monitor day-to-day functioning of the Civil & Allied works in the campus.
- **No Extra Cost:** The Tenderer shall employ/deploy his own Personnel / Supervisor to provide AMC of Civil & Allied works, he shall make his own arrangements to engage the required manpower for Civil works like plumbing, carpentry, masonry, UGD maintenance, WTP maintenance, pumps, bore-wells etc (works mentioned in scope of work) in the campus without extra cost.
- **Optional work** like carpentry, masonry, welding, painting etc., the labour cost will be paid separately at approved daily rate contract with prior approval of FPI. The Contractor should obtain work-slip/work order from FPI before execution of optional work.
- The Tenderer or his Field officer/ Manager should visit the site at least twice in a month or as and when required by FPI for which no extra payment will be made, as they should be readily available to FPI

20. Qualification For Personnel

- a) **Workers** : provided by the Tenderer / Contractor must possess the following qualifications:
 - Workers must be permanent employee of the Agency / Contractor and should have passed minimum 7th Std / SSLC and also should be able to read and write official/local languages
 - Workers must not be less than 21 years and more than 58 years of age and should be physically fit to perform the duties of a guard
 - Workers should have minimum 3 years experience as a plumber / Carpenter / Mason. He should be conversant with the duties of plumbing, carpentry and civil works..
 - b) **Supervisor** should possess minimum educational qualification of SSLC, prefers ITI certificate holder. In addition to other qualifications laid down for workers / helpers mentioned above.
 - Supervisor should have minimum 3 years supervisory experience in Plumbing, Carpentry, WTP, UGD and other Civil Works.
 - Should not be less than 25 years and more than 58 years of age.
 - Should have good knowledge of Water supply system, Solar Heating System, Fire-fighting system, UGD systems, WTP system, STP system and other Civil amenity systems and be able to control movement of the workers deployed.
 - Should be able to gather information on Civil amenity systems of FPI
 - Should be well versed in Civil & allied works, disaster management and be able to advise and train workers deployed on matters relating to Civil & allied works in FPI.
 - Should take rounds and be able to detect civil works loopholes, assess threats and be able to take preventive measures.
 - Supervisors should check attendance of the workers daily.
21. The Tenderer should provide uniforms to his workers engaged at site. The Tenderer should arrange to issue photo identity card, which should

be used during the presence of their workmen in FPI premises. Penalty will be levied if a worker is not found in uniform or with bad turnout without proper haircut/ nail trimming etc.

22. **Tenderer Obligation:** The successful Tenderer shall be fully responsible and shall compensate FPI in the event of any damage to men or material, injury/damage or death as the case may be, caused directly or indirectly due to the negligence of the tenderer or his agents and/or his employees or workmen. The decision of FPI in this regard shall be final and binding. The Tenderer shall obtain workmen insurance policy from insurance company and submit the same to FPI.
23. All employees deployed for AMC at FPI would be on the rolls of the successful Tenderer and in no case shall these workers be treated as the employees of FPI, of Bangalore at any point of time.
24. The workman employed by the contractor should abide with the rules and regulations inside FPI Campus. For any act of violation, FPI shall hold tenderer responsible and shall take action as under extant rules and regulations
25. The Tenderer should co-ordinate with external statutory bodies and obtain approvals, if necessary for the work.
26. FPI reserves the right to accept/reject/revise any quotations/tenders either in whole or in part without assigning any reasons thereof, whatsoever.
27. **No Sub-Contract:** The Tenderer shall not directly or indirectly transfer, assign and sublet the contract or any part of it.
28. **DUTY TIME:** Tenderer should deploy the required workers for AMC in FPI campus, working hours to be observed by the contractors shall be 24 X 7 basis.
29. **LEAVE:** The Tenderer / Agency shall deploy his/her employees in such a way that they get weekly rest and other holidays as per the provisions under existing labour laws. But it shall be his responsibility to ensure uninterrupted services to FPI on all days.

The Tenderer / Agency shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Tenderer / Agency should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.

30. Duration of Contract:

- a. The duration of the contract shall be for a contract period of **TWO (2) years** only.
- b. **Second Year AMC:** On completion of first year contract satisfactory performance, the second year AMC contract will continue subject to review and discretion of FPI on the same terms and conditions (subject to Minimum Wages).
- c. **Further,** AMC may be extended up to three months after completion of two years subject to satisfactory performance in second year contract and with mutual consent (subject to Minimum wages).

- d. The scheduled commencement date of contract for providing AMC service shall be from the date as indicated in the Letter of Acceptance.
- e. The Tenderer shall be allowed for a period of 10 days from the date of issue of Work Order to mobilize resources to commence services in all respects.
31. **LIASION:** Successful Tenderer should nominate an official to liaison with the Officer-in-charge of Estate, FPI, at least once a week and whenever called for.
32. **DUTY CHECKING:** The AMC agency would be liable to be checked by the Officer-in-charge of Estate, FPI, and for this purpose he should maintain a daily Attendance/Schedule Register. AMC Agency staff should also be checked by its supervisors for their upkeep, alertness and alcoholism.
33. **REMOVAL STAFF / SUPERVISOR:** The Agency shall remove/change/replace any of AMC Staff/Supervisor, if at any time found unsuitable or undesirable in the opinion of the Director / Joint Director (Admin), FPI, Bangalore, and shall make immediate alternative arrangement to provide substitution for carrying out his obligations.
34. **SPECIAL ASSIGNMENT:** The AMC Staff / Supervisor should carry out any specific task as may be assigned to them by FPI, Bangalore, from time to time in the interest of the maintenance of the premises, any unauthorized noticed should be brought to the notice of the higher authorities in writing..
35. **NON-BLACKLIST DECLARATION:** Tenderer shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of Karnataka. The Tenderer shall furnish a non-blacklisting certificate that the agency has not been blacklisted in the past by any Govt. or PSUs in Karnataka. The Tenderer has to give an affidavit on letter head as per, **Annexure – 7**.
36. **MEDICAL EXAMINATION:** Tenderer has to deploy medically fit personnel for the services envisaged. In addition to the above, the AMC staff should undergo periodical medical checking if FPI deem it necessary and as required.
37. **FIRST AID:** The Tenderer shall provide necessary First Aid Facilities to his personnel.
38. **REJECTION CRITERIA:** The bid is liable to be disqualified if :
- a) Technical Rejection:**
1. Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
 2. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.

3. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
4. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
5. Failure to furnish proofs for information provided
6. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
7. Submission of the commercial bid details as part of the technical proposal.
8. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
9. Failure to furnish the information as per the format i.e. Annexure -1 to 8 in PDF/JPG/JPEG/MS-word format.
10. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
11. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.
12. The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
13. If the bid does not confirm to the timelines indicated in the bid.
14. The Bidder should furnish copies of technical/financial supporting documents for the require year mentioned and not for other years.

b) Commercial Rejection:

1. Failure to submit Financial Bid online on <http://eproc.karnataka.gov.in>
2. Incomplete Financial Bid.
3. Financial Bids that do not conform to the Tender's price bid format.
4. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
5. Financial Bid that do not showing taxes separately.

39. Dispute Settlement

If any dispute arises between FPI and the Agency in connection with, or arising out of, the agreement or RFP or the execution of the Project; the matter in dispute which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall, in the first place, be referred to the Addl. Chief Secretary (ACS) Finance Department. Either party may refer a dispute to the ACS (Finance Department), who shall give a decision in writing within 30 days of reference of dispute. Either party may refer a written decision of the ACS (Finance Department) to arbitration. If neither party refers the disputes to arbitration within 30 days of the date of such decision, ACS (Finance Department)'s decision will be final and binding.

In case either party is not satisfied with the decision of the ACS / Principal Secretary (Finance Department), they can institute arbitration proceedings as per Indian Arbitration and reconciliation Act, 1996, after a 30 day notice period.

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center, Karnataka (domestic and international) rules 2012, by one or more Arbitrators appointed in accordance with its rules.

40. FPI will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
41. Corrigendum / Addendum / Modification / Corrections, if any, will be published on e-procurement portal i.e. <http://www.eproc.karnataka.gov.in>

SECTION – 8**ANNEXURE - 9****FINANCIAL BID****(Mandate to Submit online only, uploading scanned copy will not consider for evaluation)****Tender to provide Annual Maintenance Contract for Civil and allied Works in FPI Campus, Bangalore.**

Name of the Tenderer	
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A. Remuneration to Staff: The financial bids of are as quoted below:**1. Monthly Contract Rate Workers – Regular Service:**

(amt. in Rs.)

	Position	Staff (No.)	Unit Rate / PM	Staff Month	AMC Amount / PA	
		(A)	(B)	(C)	D = [(A x B) x C]	
A					(figures)	(words)
1	Supervisor: (General Shift only)*	1 No.*		12 months		
2	Workers : Helpers 6	6 No. *		12 months		
3	Service / Administrative Charges / PA	--	--	12 months		
4	GST on above @ _____%					
	Total					

* Labour shown is minimum & indicative, Deploy supervisor in general shift (one shift) and helpers / workers (multi-skilled in plumbing/carpentry/civil works) in three shifts by ensuring weekly off to all.

Contd....

2. Daily Contract Workers – Optional Service (on call basis): (amt. in Rs.)

	Position	Workers Reqd. (No.)	Unit Rate/* per day / each	Remarks
1	Carpenter	01		As and when required
2	Mason – for civil works	01		As and when required
3	Metal Welding worker / Welder	01		As and when required
4	Painter	01		As and when required

***These rates will not be considered to determine L1 price, But will be compared with other bids in tender evaluation & may negotiate, if necessary.**

2 Analysis of the wages quoted for Monthly Rate – Regular Service:

a) The above rates inclusive of the following (Pl. specify monthly rate per person)

(Amt. in Rs.)

Sl No.	Particulars	Supervisor (one person / PM)	Worker (one person / PM)
1	Basic wage		
2	VDA @		
3	Employer - ESI contribution @%		
4	Employer - EPF contribution @%		
5	Administrative / Service Charges @.....%		
6	Total (A)		
7	GST on above @%		
8	Total (B) = (6+ 7)		
9	Grand Total (A + B)		

Note:

- i) GST or any other tax in accordance with the rules as applicable from time to time
- ii) Income Tax (TDS) deduction at source in accordance with the rules as applicable from time to time.
- iii) Taxes should be shown separately, as per the format.

Certified that I/ We have read the instructions given in the tender documents. I/We undertake to supply the required categories and number of manpower on the rates of basic/ minimum wages and shall be solely responsible to discharge the liabilities as mentioned in Para (a) above and the administrative charges proposed by me/us in Para (a) above are inclusive of all charges within the specified period as per requirements of the FPI Bangalore.

I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

Place : _____
Date : _____
Address : _____

Signature of Tenderer
(with seal)

contd.....

Foot Note - 1:

1. Prices quoted must be firm for the period/extended period of contract. No escalation shall be admissible in respect of any payment of the contract, except in case of statutory variation in GST / works contract tax (if applicable) which shall be reimbursed subject to submission of necessary documents.
2. No escalation clause shall be admissible during the currency of contract.
3. The price quoted is subject to arithmetic errors i.e. in case there is error, the Individual sum total shall be considered

Foot Note - 2: Bids Tie-break:

- a) **In case** of tie between two or more Tenderer at lowest position, all the lowest Tenderer shall be asked to submit discount over their previous quoted rates in sealed envelopes.
- b) In case of a tie again in lower position, the job will be awarded to the Tenderer with higher credential [highest single order value for similar type of jobs in last five years (50%) plus highest turnover in last three years (50%).
- c) FPI reserves the right to call bidders for financial negotiation, if necessary.
- d) FPI reserves the right to reject any or all tenders received without assigning any reason.
