

GOVERNMENT OF KARNATAKA



FISCAL POLICY INSTITUTE

Bangalore-Mysore Road, Near Panchmukhi Gangapathi Temple, Kengeri,
Bangalore-560 060.

TELEPHONE NO: 080-26971000 - FAX: 080-26971010

**NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICE TO FPI
CAMPUS**

(Through e-procurement portal only)

<https://www.eproc.karnataka.gov.in>

No. FPI/PROC/TNDR(MP)/1/2020-ADM

DATED:30-12-2020

Tender Schedule

Date of commencement of Tender	30.12.2020
Place of Availability of Tender Document	<u>https://www.eproc.karnataka.gov.in</u>
Campus visiting time	On 08.01.2021 between 11.00 AM to 4.00 PM
Last date and time for receipt of tender	16.01.2021 - till 5.00 PM
Time and date of opening of Tenders	Technical Bid - 18.01.2021 after 11.00 AM. Financial Bid - Tentatively on 29.01.2021 at 12.00 Noon
Period for contract	Initially for a period of 2 (TWO) years which may be extended up to One year or Lesser period on same terms and conditions, on mutual consent, after the satisfactory completion of 2 nd year.
Address for communication	The Director, Fiscal Policy Institute, Bangalore-Mysore Road, Kengeri, Bangalore-560 060. Email Id: director@fpibangalore.gov.in Phone No. 080-26971000
EMD	No EMD payable but EMD declaration has to be submitted

- Tenders details are also available on web-site: fpibangaluru.karnataka.gov.in

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SECTION 1:
INVITATION FOR TENDERS (IFT)

Tender Notification
(Through e-procurement portal only)

No. FPI/PROC/TNDR(MP)/1/2020-ADM

DATED: 30-12-2020

The Director, Fiscal Policy Institute (FPI), Bangalore-Mysore Road, Kengeri Post, Kengeri, Bangalore - 560 060, invites Tenders in two document mode, i.e. Technical and Financial, from Professional Security Companies / Agencies / Contractors under the Labour (Regulation & Abolition) Act 1970 and Private Security Agencies (Regulation) Act, 2005, read with the Karnataka Private Security Agencies Rule, 2008, capable of providing round the clock (24x7) contractual security services for the campus of FPI Bangalore.

1. Tender forms can be downloaded free of cost from the website <https://eproc.karnataka.gov.in> from 30-12-2020 to 16-01-2021 till 5.00 PM.
2. Tenders must be accompanied by earnest money deposit declaration.
3. Tender forms completed in all respects along with supporting documents shall be **submitted on-line as per tender schedule (pg. No.1)**. The Technical bids will be opened as per tender schedule. The qualified tenders will be considered for opening of Financial Tender tentatively as per tender schedule. If the above day of opening happens to be a declared holiday for FPI, it is implied that the opening of the tenders will be held on the next working day at the time stipulated as above.
4. FPI shall not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation of Tender.
5. E-mail / Fax tenders shall not be accepted.
6. 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.
7. Clarification, if any, can be obtained from the Additional Director (Admin) during working hours of the Institute
8. FPI reserve the right to reject any or all tenders received without assigning any reason.
9. The successful bidders shall produce the documents in original at the time of agreement.

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 two document system tender to provide around the clock (24x7) Security Service to Fiscal Policy Institute (FPI) campus, located at Bangalore-Mysore Road, Kengeri, Bangalore” for a contract period of Two (2) years only that may be extended further up to One year on same terms and conditions, on satisfactory performance at FPI’s review & discretion. The ‘Scope of Work’ is outlined under the same title in a later section of this document.

1. ELIGIBLE TENDERERS:

1. The Tenderer should be a Partnership Firm / Co-op. Society / Company (registered under the Companies Act).
2. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Govt. of Karnataka.
3. Tenderer should have license from Karnataka Police Department to run security agency in Karnataka
4. Tenderers from joint venture are not acceptable.
5. Restrictions on the public procurement from bidders of certain countries ;
As per Government order No: FD 455 Exp-12 2020 Bengaluru Dated: 25-08-2020, Annexure -2 the following Eligibility Clauses to be complied by the tenderer.

1. Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

1.1“Bidder” (including the term tender consultant or service provider in certain contexts) means any person or firm or company inclosing any member of a consortium or joint venture (that is an association of Several persons, or firms or Companies) every arterial juridical person not falling in any of the descriptions of bidders Stated hereinbefore including any agency branch of office controlled by such person, Participating in a procurement process,

1.2“Bidder from a country which shares a land border with India “ for the purpose of this Order means:-

- a. An entity incorporated established or registered in such a country; or
- b. A subsidiary of an entity incorporated established or registered in such a Country; or
- c. An entity substantially controlled through entities incorporated established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a Country or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A Consortium or joint venture where anywhere member of the consortium or joint venture fall under any of the above.

1.3 I. The beneficial owner for the purpose of above clause will be as under:

- (i) In case of a company of Limited Liability Partnership, the beneficial owner is the natural person (S), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:-

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares of capital or profits of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- I. In case of a partnership firm, the beneficial owner is the natural persons(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- II. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (S), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- III. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- IV. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

1.4 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

1.5 A certificate for having read the above clauses is required to be submitted / uploaded by the tenderer separately in the specified in Aneexure-11

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

1. The annual turnover of the Tenderer from the similar operations for the last three years ending 31-03-2020 should not be less than Rs.46.00 lakh per annum (Rupees forty six lakh only).
2. The financial net worth of the Tenderer shall not be negative during the financial year 2017-18, 2018-19 and 2019-20.
3. Tenderer should have capacity to successfully carry out the contract for two years.

4. 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.;

B. TENDER DOCUMENT

- 3 TENDER DOCUMENT:** Tender document is available at free of cost in the Karnataka Government web-site <http://eproc.karnataka.gov.in> and www.fpibangalore.gov.in 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.

All Amendment / addendum / corrigendum to this tender will be published on the e-procurement portal only i.e. on web-site <http://eproc.karnataka.gov.in> and forms a point of the tender document

C. Preparation of Tenders

- 5. 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 Declaration
 - (c) Price Bill of Quantities.
 - (d) Eligibility & Qualification Information Form and Documents.
 - (e) And any other materials required to be completed and submitted by tenderers in accordance with these instructions.
- 6. TENDR PRICE:**
1. **Fixed Price:** The rates quoted by the Tenderer as per Annexure-9 shall be firm and fixed. The Security service rates shall be inclusive of all costs, profit, taxes GST etc., the taxes should be shown separately. If quoted in separate typed sheets other than Financial Bid format 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 should includes all taxes and GST. In case the GST is not quoted explicitly in the offer by the Tenderer, the offer will be considered as inclusive of all liabilities of all Taxes & levies.
 4. Rates quoted should be in accordance with Minimum Wages, ESI, and EPF Acts.

5. The Tenderer while quoting rates should refer the Man-Power requirement given at Section – 6.
 6. **No Price Revision:** The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and no escalation is admissible on any account what-so-ever during the contract period
 7. **Monthly payments** will be based on the bills submitted within 25th of every month by the contractor and certified by the concerned officer/Caretaker.
 8. The tenderer shall express the price of the bid in Indian Rupees (both in figures and words).
7. **TENDER VALIDITY:** The Tender shall remain valid for acceptance for a period of **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. 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. 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 tender and earnest money deposit for a period of the extension, and in compliance with EMD Clause in all respects.
8. **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
 9. **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-5. Tenderer in their own interest, are requested to fill the check list and submit it along with the tender for ready reference.
 10. **MODE OF SUBMISSION OF TENDER:** TENDER shall be submitted on e-procurement portal only in two tenders separately, simultaneously

PART – I of the Tender shall contain the following:

Part-I of the tender document shall contain all eligibility and pre-qualification (i.e., Technical-Bid) details as mentioned in Annexure-1 to 7 below under the heading “Technical Requirements”.

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 (Financial Bid).

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.

The Tenderer should put sign and affix the office seal on all pages of the bids submitted.

11. **TECHNICAL DISCUSSIONS:** Technical clarifications with the Tenderer shall be through official communication, if needed. The Tenderer shall depute their authorized representative to attend the discussions, the authorized representatives must be competent and empowered to sign all technical and commercial documents.
12. **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.
13. **EARNEST MONEY DEPOSIT (EMD)& TENDER PROCESSING FEE (TPF):**
1. Earnest Money Deposit is nil but EMD Declaration has to be submitted and Tender Processing Fee (TPF) as notified in e procurement portal.
 2. Tenders without the EMD declaration shall be rejected.
 3. 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, action will be initiated as specified in EMD declaration made by the tenderer without prejudice to the Institute's right to recover any further loss or damage incurred or caused in consequence thereof, from the Tenderer.

Further details regarding e-Payment, please refer to e-Procurement portal at the above mentioned website or call e-procurement helpline 080-23010900/01 / 080-38013000.

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.

14. PROPOSAL OF THE TENDERER:

The Tenderer shall arrange their tender in the following order:

14.1 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 7.
- (c) Earnest Money Deposit declaration through online,
- (d) GST registration Certificate.
- (e) Authorization Letter in the name of the person who has signed the tender.
- (f) ESI/EPF/Labour Laws/Local bodies registration details.
- (g) Registration under Private Security Agency (Regulation) Act. & registered with the Director General Police Karnataka, for providing security service in Karnataka.
- (h) Other statutory details, if any.
- (i) Copy of PAN Card.
- (j) Declaration of restrictions of public procurement of bidders of certain countries.

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

14.2 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.
- It is **mandatory** to submit Financial Bid on-line on e-Procurement portal of Govt. of Karnataka, Uploading scanned copy will be rejected from bid evaluation.
- Tenderer should submit Financial Bid as per the format, the quoted rates (@ para-1) should match with the Analysis of amount quoted (@ para-2), and otherwise bid will be rejected.
- Rates quoted should be in accordance with Minimum Wages of GoK, ESI, and EPF Acts applicable.
- Financial Bid with 0% Service Charge (Zero margin) or negative service charge shall be rejected.
- The tenderer should refer the Man-power requirement given at Section-6.
- In case of the same rates quoted by two or more Tenderers, the weightage will be given to those Tenderer who is technically sound enough (having more totaling average of annual turnover and net worth)

15. TENDERER'S RESPONSIBILITY FOR QUOTATION:

- 15.1 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.
- 15.2 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.
- 15.3 Claims and objections due to ignorance of existing conditions will not be considered after submission of the tender and during implementation.

16. CORRECTION OF ERRORS

- 16.1 Tenders determined to be substantially responsive will be checked by the FPI for any arithmetic errors. Errors will be corrected by the 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.

- 16.2 The amount stated in the Tender will be adjusted by the 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.

- 17 **D. SUBMISSION OF TENDERS:** Tender documents can be downloaded from <http://www.eproc.karnataka.gov.in> and also in <http://www.fpibangalore.gov.in> website. The Tenderers should ensure that their offers are uploaded at e-procurement portal only, 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.

The Tenderer should sign and affix the office seal on all pages of the bids submitted.

18 E. TENDER OPENING AND EVALUATION:

- 18.1 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 on the next working day.

- 18.2 FPI shall prepare minutes of the Tender opening.

- 18.3 **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 debarment of his Tenderer as per KTPP act & rules.

18.4 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 declaration 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.

4. Only those Tenders which are qualified in Technical Bid will be eligible for opening of its Financial Bid.

19. Evaluation and comparison of Tenders

- 19.1 FPI will evaluate and compare only the Tenders determined to be substantially responsive in accordance with above Clause.
- 19.2. 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.

F. Award of Contract

20. Award criteria

Subject to Clause 19, 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,.

21. 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.

22. Notification of award and signing of Agreement

22.1 Notification of award and order passed by the tender accepting authority along with the comparative statement will be uploaded in the Karantaka Public Procurement Portal

22.2 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 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").

22.3 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.

22.4 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.

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

23. Performance Bank Guarantee:

- 23.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer / Contractor shall deliver to the FPI a Security deposit in the form Performance Bank Guarantee for an amount equivalent to 3% of the Contract price:
- 23.2. The successful Tenderer should pay Performance Bank Guarantee at @ 3% of Contract value in the form of Bank Guarantee from a Nationalized/public sector bank located in Bangalore, valid for a period of contract plus 2 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
- 23.3. Failure of the successful Tenderer to comply with the requirements of this clause, shall constitute sufficient grounds for cancellation of the award and initiation of action as quoted in earnest money deposit declaration.

24. Corrupt or Fraudulent practices

The 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.

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

Appeal:

The aggrieved tenderer shall submit online appeal within specified time to the appellate authority specified in tender schedule through Karnataka Public Procurement Portal.

Appellate authority: Additional chief secretary, Finance Department, GoK, Bangalore.

SECTION 3: 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/Services. 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 Partnership firm / Co-Op. Society / Registered Company whose Tender to carry out the Works/services 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.

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/State Acts.

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

5. Delegation: The FPI may delegate any of its 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/services. The technical /Security 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.

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 Security 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 Security 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.

B. COST CONTROL:

1. Financial Bid:

1. The Financial Bid shall contain items for the Security 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.
 3. The rates quoted shall be firm and fixed, and inclusive of all cost, profit and taxes etc.,
 4. No escalation is admissible on any account what-so-ever during the contract period
- 2. Submission of bills for payment:** The Contractor shall submit to the FPI monthly bills on or before 25th of every month for security services.
 - 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/services 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 Structure:** The rates quoted by the Tenderer/Contractor shall be deemed to be inclusive of all levies, taxes, GST, if any, 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 contract shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

C. Finishing the Contract:

It shall be the responsibility of the Tenderer to make all the equipment / assets covered under contract to work satisfactory throughout the contract period and to hand over the equipments/ assets in working condition to FPI after expiry of the contract.

1. Termination:

- 1.1 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 Contract 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.

- 1.2 **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.

2. Payment upon Termination:

- 2.1 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/service provided 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.
- 2.2 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/service provided, 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.

3. 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.

4. Force Majeure :

4.1 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, Electrical 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.

4.2 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.

4.3 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.

4.4 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.

5. Measures to be taken:

5.1 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.

5.2 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.

5.3 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.

- 5.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the FPI, shall either:
- i. Demobilize,; or
 - ii. Continue with the Services to the extent possible, in which case the Contractor shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- 5.5 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
- 5.6 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.

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/services 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/services 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 Utilization Of Services:

Fiscal Policy Institute Campus, Next to Panchamukhi Ganapathi Temple, Bangalore-Mysore Road, Kengeri, Bangalore – 560 060.

- 5 **Campus:** The Security Service work stated in the scope of work shall be carried out in the following buildings and areas surrounding them, staircases and common areas :
- (k) **Main Building(Block)** which includes Board room, training rooms, seminar rooms, faculty rooms, Director's room and other rooms, dispatch room, committee room, 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** Electric control room (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, STP & overhead water tank facility, etc.,
- (vii) Roof tops/terrace area of all buildings.
- (vii) Security rooms at entrance & Exit gate - 2 No.s
- (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 Acres) having underground pipelines/garden hydrants etc.

SECTION – 4 SCOPE OF WORK

The Tenderer/Agency shall provide Security to FPI deploying fair-safe Security measures, providing early warning, and mobilizing trouble shooting elements. The items or situations that have to be covered by security services of the Tenderer are enumerated below:-

The scope of work covers but not limited to

- (a) The Tenderer/ Agency shall provide Security services by deploying adequately trained and well disciplined security personnel on 24 x 7 basis to safeguard the FPI building, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in FPI Campus.
- (b) Adhere to the Standard Operating Procedure (SOPs) given by the authorities of FPI Bangalore, which may be modified from time to time by the Director or his nominee.
- (c) The Tenderer/Agency shall maintain records of inward and outward movement of men (FPI Employees, Workers, guests and visitors), materials, etc with proper check on the same as per instructions given from time to time by FPI.
- (d) The Agency shall issue gate pass in Entry Gate specifying goods/materials etc entered into FPI and similarly out-pass in Exit Gate specifying goods/materials etc taken out of FPI, gate pass records should be maintained and produce to FPI on daily basis.
- (e) Similarly the Visitor pass and Vehicle pass should be issued, records should be maintained and produced to FPI on daily basis
- (f) Protection of property and personnel (faculty, staff, Trainees/students, official visitors and residents) of the Institute against willful harm; the Institute meaning Administration and Academic Areas, Residential Areas, Hostels, Guest Houses, Vehicle Parking area, Play grounds, WTP, STP, all assets in the campus etc. all within the boundary of FPI campus.
- (g) Protection of property, documents and personnel of the Institute also in transit when so specified
- (h) Regulate access control at gates, prevent mis-use of FPI grounds and facilities by outsiders, neighbors, preventing tress-passing, unauthorized parking, unauthorized construction, squatting in FPI Campus by unauthorized persons.
- (i) Prevent loss that is on account of lapse in “access control measures” at Gates of the Institute.
- (j) Prevent trespass in specified areas/offices in FPI.
- (k) Regulate the parking of vehicles in designated areas of the Institute.
- (l) Provide security during official, social and religious functions inside the FPI campus.
- (m) The security personnel deployed shall take regular rounds of the campus to maintain vigil and remain alert.
- (n) Secure all rooms putting locks at the end of day in Main / Administration, Guest House and Hostel Blocks.
- (o) All lights / street lights to be switched ON / OFF as per natural requirements. Not to keep lights On inside the building when not necessary during night time.
- (p) The Security guards **must go on patrolling** every one hour in the campus and record the information in the register.
- (q) In case of any abnormal noise / smoke / Leak noticed during rounds in any buildings, equipments in the campus immediately it should be stopped and intimate to maintenance staff & officer-in-charge.

- (r) The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at FPI. They should also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
- (s) The Tenderer / Agency shall keep the FPI informed and advise on all the matters of security and co-operate in the investigation of any incident relating to security
- (t) All security personnel must be prompt and on time.
- (u) Security personnel shall wear uniform with name badges.
- (v) Security personnel shall have no criminal record. The **antecedents of security staff** deployed shall be got verified by the tenderer **from local police** authorities and an undertaking in this regard to be submitted to FPI Administration. The tenderer shall submit copies of the discharge books of ex-servicemen to FPI administration, before their deployment.
- (w) Security personnel shall be able to communicate effectively in both written and oral in Kannada / Hindi / English.
- (x) The Security Guards on duty shall not leave the campus until his reliever reports for duty.
- (y) The Tenderer/ agency should have its own supervisory and quick response team in Bangalore to deal with any emergent situations.
- (z) The Security personnel should not disclose any information to unauthorized person.
- (aa) The Tenderer shall provide Walkie-Talkie devices to security personnel deployed in the campus for better and fast communication between them.
- (bb) The Tenderer / agency shall carry out any other job assigned by the Director or his nominee in the interest of Security of the Institute.
- (cc) **Guarding IT Server Room:** Security personnel/guard should watch/visit the Computer Server Room in Administrative Block for every four hours in a day i.e. 6 times/day (including holidays) and should maintain the records and the concerned if there is any threat/risk.
- (dd) **Facility Knowledge:** Security Personnel/Guard must be thoroughly familiar with the following at all sites in the campus:
 1. Emergency turn offs:
 - a. Water
 - b. Gas
 - c. Electrical
 - d. Fire Alarm
 - e. Lift
 2. Fire alarm pull stations
 3. Fire exit locations
 4. Fire extinguisher and fire standpipes
 5. Fire doors
 - a. Locations
 - b. Operation
 6. Burglar alarm system
 7. Disaster Manual
 8. Emergency Telephone Numbers/Mobile numbers

SECTION – 5

QUALIFYING CRITERIA To Provide Security Service to FPI Campus, Bangalore.

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 in similar type of Institute or in establishment. Annual value of single largest contract of similar work at a unit should not be less than Rs.46.00 lakh.	Submit copy of Work orders as per Annexure – 3 And should submit Work Completion Certificate / Performance Certificate from the existing clients.
2	The bidder should be a Partnership Firm / Company registered under the Companies Act / Co-op. Society	Submit certificate of Incorporation and Commencement of Services. (Refer Annexure-5)
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. (Mandatory)
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 and 2020-21)
5	Tenderer should be registered under Income Tax, GST, EPF, ESI, Labour Commissioner, and fulfill all other statutory requirements to provide Security Services.	Submit a Copy of the registration certificate issued by the concerned authorities. And Submit all Annexure - 1 to 7. (in jpg / pdf format only).
6	Tenderer should have valid license from Director General of Police, Karnataka , to run security agency under Private Security Agencies (Regulation) Act 2005 & Rule 2008	Submit copy of the license obtained from police authority (Mandatory to submit).
7	Tender should accompanied by copies of Income Tax and Service Tax, EPF, ESI - for the past one year	Submit a copy of IT and Service Tax, EPF & ESI returns for FY 2019-20.
8	Tenderer should not be blacklisted	Submit self-declaration as per Annexure -6
	FINANCIAL CRITERIA	
1	Annual turnover of the Tenderer from similar business should not be less than Rs.46.00 lakh for FY ending 31-03-2020	Submit audited Profit & Loss A/c, Balance Sheet FY 2019-20.
2	Financial Net worth of the Tenderer shall not be not less than Rs. 28.00 Lakhs of security service during FY 2017-18, 2018-19, 2019-20	Submit audited Profit & Loss A/c, Balance Sheet FY 2017-18, 2018-19, 2019-20

PROPOSAL OF THE TENDERER:

The Tenderer shall arrange their tender in the following order:

1 PART - I: TECHNICAL PART:

- (a) Tendering document duly uploaded in all respects
- (b) Documents in support of pre-qualifying requirements as per Annexure-1 to 7,
- (c) Earnest Money Deposit declaration.
- (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) Security Agency License issued by Karnataka Police Department.
- (h) Other statutory details, if any.
- (i) Restriction of public procurement from bidders of certain countries of declaration.

Note: The Technical Proposal shall not include any Financial Bid 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 refer the man-power requirement mentioned in the tender document at Section – 6, while quoting the rates.

TENDERER'S RESPONSIBILITY FOR QUOTATION:

- 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 – 6

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 / Conditions to the Tenderer:

1. The Tenderer/ Agency shall provide Security services by deploying adequately trained and well disciplined security personnel on 24x7 basis to safeguard the FPI buildings, moveable and immovable assets, equipments and other items in the campus at the above address.
2. The Tenderer shall supply the requisite number of Security guards with means & materials as well as tools, weapons, implements, vehicles for transportation, cartage etc. required for the proper execution of security service within the time prescribed in the work orders
3. **Security Agency License:** The Tenderer should have the valid license from the Director General of Police, Karnataka, to work as security agency in Karnataka, under the provisions of the Private Security Agencies (Regulation) Act, 2005, read with the Karnataka Private Security Agencies Rule, 2008 (relevant supporting documents to be enclosed with the Technical Bid documents submitted).
4. The monthly review of the security service status will be done by the concern Officer-in-charge, FPI to review the performance/corrective measures required, if any. The Tenderer's supervisor should attend such reviews and comply with the instructions.
5. **No Sub-Contract:** The Tenderer shall not directly or indirectly transfer, assign and sublet the contract or any part of it.
6. **Monthly Payment** will be after satisfactory completion of previous month. The tenderer should submit the bill with in 25th of every month and Billing will be from 25th to 24th.
7. The tenderer should work in consultation with the Officer-in-charge of Security, FPI and who will certify the monthly Security service charges bill to the effect that all the complaints recorded in the registers have been attended and routine security management has been carried out satisfactorily.
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. 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 Tenderer / Agency will have to provide Telephone numbers for 24 hours' contact to the office and to the supervisor.
12. **Payment of ESI & EPF:** The Tenderer will have to enclose the proof / copies of the challans / returns showing payment of statutory deductions like EPF, ESI contributions and net home take salary details paid to employees for the previous month along with monthly bills in the prescribed format (enclosed)

13. **Remittance of GST:** The Tenderer will have to enclose the proof / copy of the challan / returns showing payment of GST to the Government for the previous month along with monthly bills.
14. The Tenderer shall observe all the safety precautions for the safety of the personnel deployed and the employees/residents of the FPI Campus during execution of services. 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.
15. 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 contract are the responsibility of the Tenderer
16. In the event of **any loss occasioned to FPI**, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by FPI, such loss will be made good from the amount payable to the contractor / tenderer. The decision of the Director, FPI, in this regard will be final and binding on the agency
17. Any damage or loss caused by contractor's persons to FPI in whatever form would be recovered from the contractor.
18. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in FPI Campus, the Director, FPI, shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee (Security Deposit).
19. The contractor shall indemnify and hold FPI harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
20. 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.
21. The Tenderer shall comply with the provisions of contract, Labour Regulation & Abolition Act, 1970, Minimum Wages Act, Private Security Agencies (Regulation) Act 2005, Karnataka Private Security Agencies Rule 2008 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.
22. 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.

23. **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.

24. **Manpower For Running The Services**

- The Tenderer shall provide one supervisor at all times to monitor day-to-day functioning of the Security service.
- The Tenderer shall employ his own Personnel/Supervisors to provide security service, he shall make his own arrangements to engage the required manpower. The Institute has the right to specify the minimum number of manpower required to manage the security service to demand for additional persons for Special services as and when required.
- The Tenderer or his Field officer/ Manager should visit the site at least thrice in a week or as and when required by FPI for which no extra payment will be made, as they should be readily available to FPI..

24.1 **Man-power requirement of security personnel will be as follows –**

Sl No.	Area of operation	No. of persons required	Remarks
1	Entry Gate (24 X 7)	03 persons	1 each for 3 shifts;
2	Exit Gate (24 X 7) Including front garden, STP.	03 persons	1 each for 3 shifts;;
3	Main / Administration Block (3 gates)	03 persons	1 each for 3 shifts;;
4	Guest House	03 persons	1 each for 3 shifts
5	Hostel	03 persons	1 each for 3 shifts;
6	Residential (Area including water tank, sump, D G set)	03 persons	1 each for 3 shifts;
7	Leave Reserve	03 persons	@ 1 : 6 ratio
8	Security Supervisor (Overall in charge) (24 X 7)	01 person	One person for all shifts as supervisor
	Total	(21 + 1)	

25. Qualification For Security Personnel

SL. NO.	CATEGORY OF CONTRACTUAL STAFF TO BE PROVIDED	QUALIFICATION AND EXPERIENCE	JOB REQUIREMENT
1	Security supervisor –	Civilian Supervisor should be minimum SSLC passed & should have 5 years supervisory experience. Age not more than 55 years, Height 5`7” and Physically fit and.	Supervision Job
2	Security Guard	Minimum SSLC with at least 3 years of experience as Security Guard. Age not more than 55 years, Height 5`7” and Physically fit.	Security job, gate operations, patrolling, vigilance, post duty etc.

- a) The **Security Guards** provided by the Security Agency must possess the following qualifications:
- He must be permanent employee of the Agency/Contractor and should have passed minimum SSLC and also should be able to read and write official/local languages
 - He must not be less than 18 years and more than 55 years of age and should be physically fit to perform the duties of a guard
- b) The **Security Supervisors*** should possess minimum educational qualification of SSLC and above. In addition to other qualifications laid down for Security Guards mentioned above.
- Should not be less than 18 years and more than 55 years of age.
 - Should have good knowledge of Security Systems and be able to control movement of Goods, personnel and transport.
 - Should be able to gather information on security matters of the Institute
 - Should be well versed in fire fighting, disaster management and be able to advise and Train security guards deployed on matters relating to first aid, fire fighting and security.
 - Should take rounds and be able to detect security loopholes, assess fire threats and be able to take preventive measures.
 - Supervisors should check attendance of the guards daily.

26. LIASION:

A responsible person of the Agency/Contractor should liaise on its behalf with the Officer-in-charge of FPI, at least once a week or whenever called for.

27. REMOVAL OF SECURITY GUARDS / SUPERVISOR:

The Security Agency shall remove/change/replace any Security Guard/Supervisor, if at any time found unsuitable or undesirable in the opinion of the Director, FPI, Bangalore, and shall make immediate alternative arrangement to provide substitution for carrying out his obligations undertaken under this contract. Notwithstanding the above, he will periodically change the guards from the Institute and also rotate them on their duty posts.

28. **DUTY CHECKING:** The Security Agency's Guard would be liable to be checked by this Institute's Establishment Officer and any other Officer of this Institute and for this purpose he should maintain a Guards Attendance/Schedule Register. Security Agency guards

should also be checked by its supervisors, or any of its officials for their upkeep, alertness and alcoholism. As special assignment, they have to carry out intelligence work by taking rounds in civil dress.

29. **IDENTITY:** The Security Guard/Supervisor who may be engaged by Security Agency from time to time must carry the photo identity card, which shall have to be issued to him for the said purpose. The identity card should be worn by each security guard / supervisor on their uniform which shall in turn give details regarding their full name, age, identity marks, signatures of the bearer and also of the issuing authority and seal. A duplicate copy of each identity card should be made available to the Establishment Section of FPI, Bangalore, in advance. Present and permanent addressees of all security personnel including security supervisor should be made available to the concerned Officer before their deployment in FPI.
30. **SPECIAL ASSIGNMENT:** The Security Guard / 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 security of the premises, any unauthorized activity may be objected and should be brought to the notice of the higher authorities in writing. Security Supervisor should collect information on security matters and brief concerned Officer immediately depending upon gravity of the situation.
31. **Uniform:** The uniform consisting of body dress, cap, socks, shoes, logo, rank badge, and name plate should be provided by the agency to security personnel. Separate set of uniform suitable for various seasons and conditions must also be provided by the agency. Torch, overcoat, raincoat, jersey, whistle and lathi or bhalla will be a part of uniform and would be provided by the agency. A Muffler and a sweater shall be provided to night watchman
32. **Penalty:** The contractor will be penalized for the following acts:
- A. Penalty of Rs.250/- per day will be levied if a security guard is **not found in uniform**, ID card or with bad turnout without proper haircut/ nail trimming etc.
 - B. Any attempt to compensate for **missing relievers** by making existing guard strength to do double duty or similar compensatory activity will result in a fine of Rs. 500/- per reliever per day for which Contractor/Tenderer is liable.
 - C. Penalty of Rs.500/- per guard will be levied, if security guard is **absent** to the duty.
33. **Wages To Persons Deployed**
1. Any amount of wages reimbursement (ESI & EPF) obtained either from GoI or GoK shall be submitted to FPI.
 2. The Tenderer shall make payment to the workers deployed by him on the scheduled date. The Tenderer has to maintain the Wage Register for the payment made to the personnel deployed for the subject services. The copy of above proof shall be enclosed along with monthly running bills. The Tenderer shall be solely responsible to disburse wages due payable to the personnel deployed for the subject services promptly and in due time. If the Tenderer fails to pay the wages to his personnel/comply with the relevant statutory provisions, Institute would make necessary arrangement for the same and recover the cost thereof from the Security Deposit / Bills payable to the Tenderer(Non disbursement of wages for non receipt of bills payment)

3. The Tenderer should submit copies of returns filed before EPF and ESI of monthly remittances to the Institute, by 25th of subsequent month.
 4. The Tenderer should submit Attendance / Salary Disbursement Register for the personnel engaged, by 25th of subsequent month.
 5. The Tenderer shall, whenever required by the Institute or Government Officials authorized under the Statutes, produce for inspection, all forms, registers and other documents required to be maintained under various statutes.
34. **Penalties for Non-Remittance of EPF & ESI Contribution:** In the case of delay/default in payment of contribution under ESI Scheme and EPF Scheme besides the recovery of the amounts due by the Tenderer towards their contribution, penal interest and/or damages as may be levied by the ESI or PF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their running bills. In the event of cessation of the contract due to any reason whatsoever, the Security Deposit will be refunded only after due satisfaction as regards the payment of ESI and EPF dues by the Tenderer.
35. **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.
36. All employees deployed for Security Service 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.
37. 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
38. The Tenderer should co-ordinate with external statutory bodies and obtain approvals, if necessary for the work.
39. FPI reserves the right to accept/reject/revise any quotations/tenders either in whole or in part without assigning any reasons thereof, whatsoever.
40. **DUTY TIME :** Tentative Positioning of Security Guards and Security Supervisors

(A) Security Guards :

Shift	Time
1 st Shift	6 AM to 2 PM
2 nd Shift	2 PM to 10 PM
3 rd Shift	10 PM to 6 AM

(B) Security Supervisor

Full Campus - 1 No. for all shifts

Note: Security Supervisor should take periodical regular round in and around the campus. Remaining time he should be available in control room near the main gate.

41. LEAVE:

The Tenderer / Security Agency shall deploy his employees in such a way that they get weekly rest and other holidays. For this purpose, LEAVE RESERVE in 1 : 6 shall be maintained by Tenderer provided relievers and no extra charges shall be claimed in this regard. No employee of the company/agency shall work for more than 27 days in a month or as specified by Labour Laws.

Payment of leave encashment of un availed leave(s), if any, will be the sole responsibility of the Contractor and the FPI Bangalore will not be liable to make any payment on this count.

42. Government And Local Rules

42.1 The Tenderer shall conform to the provisions of all local laws / bye-laws and regulations relating to the work and pay all fees payable to such authorities for execution of the work involved. FPI shall not be responsible for such liabilities and claims.

42.2 The approval from any authority required as per statutory rules and regulations of Central / State Government shall be responsibility of the Tenderer.

43. Duration of Contract:

43.1 The duration of contract shall be for a period of **Two year (24 months) only that may be extended further up to One year or Lesser period** on the same awarded rates (subject to Minimum Wages), and terms and conditions, on satisfactory performance at FPI's review & discretion.

43.2 The Security Contract will be awarded for two (2) year only at a time, the contract may be extended up to ONE year (optional) subject to two year's satisfactory service to the satisfaction of the competent authority in FPI at the awarded rates (subject to compliance to Minimum Wages).

43.3 The scheduled commencement date of contract for providing Security service shall be from the date as indicated in the Letter of Acceptance.

43.4 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.

43.5 Notwithstanding any other provisions made in the contract, FPI reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in Public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.

43.6 The Institute also reserves the right to terminate the contract at any time during its currency without assigning any reason thereon by giving **three months** notice in writing to the Tenderer at their last known place of residence/business and the Tenderer shall not be entitled to any compensation by reason of such termination. The decision of the Institute under this clause shall be final, conclusive and binding on the Tenderer and shall not be called into question.

44. DUTY CHECKING: The tenderer / agency would be liable to be checked by the Officer-in-charge of Security, FPI, and for this purpose he should maintain a daily Attendance/Schedule Register. Security Agency staff should also be checked by its supervisors for their upkeep, alertness and alcoholism.

45. **REMOVAL STAFF / SUPERVISOR:** The Agency shall remove/change/replace any of Security Service Staff/Supervisor, if at any time found unsuitable or undesirable in the opinion of the Director / Additional Director (Admn), FPI, Bangalore, and shall make immediate alternative arrangement to provide substitution for carrying out his obligations.
46. **SPECIAL ASSIGNMENT:** The Security Service 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.
47. **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 – 6**.
48. **MEDICAL EXAMINATION:** All staff/personnel of the Tenderer employed for handling the Security services should be subjected to Pre-placement Medical Examination. In addition to the above, the Security staff should undergo periodical medical checking as and when FPI deem it necessary and as required. Tenderer has to deploy medically fit personnel for the services envisaged.
49. **FIRST AID:** The Tenderer shall provide necessary First Aid Facilities to his personnel.
50. **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. If the constitution of the Tenderer is not a Partnership Firm / Co-op Society / Company registered under the Companies Act.
4. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
5. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
6. Failure to furnish proofs for information provided
7. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
8. Submission of the commercial bid details as part of the technical proposal.
9. 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.
10. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.
11. 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.
12. If the bid does not confirm to the timelines indicated in the bid.

13. Failure to furnish valid license from Director General of Police, Karnataka, to run security agency under Private Security Agencies (Regulation) Act 2005 & Rule 2008

b) Commercial Rejection:

1. Incomplete Financial Bid
2. Financial Bids that do not conform to the Tender's price bid format.
3. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
4. Financial Bid that do not showing taxes separately.
5. Financial Bid with 0% or negative Service Charge (Zero margin / negative) shall be rejected.

51. 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 Additional Chief Secretary (Finance Department). Either party may refer a dispute to the Principal Secretary (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 Principal Secretary (Finance Department) to arbitration. If neither party refers the disputes to arbitration within 30 days of the date of such decision, Additional Chief Secretary (Finance Department)'s decision will be final and binding.

In case either party is not satisfied with the decision of the Additional Chief 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.

52. 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.

53. Corrigendum / Addendum / Modification / Corrections, if any, will be published on e-procurement portal only i.e. <http://www.eproc.karnataka.gov.in>

**SECTION 7:
FORMS OF TENDER, AND QUALIFICATION INFORMATION**

**Annexure – 1
TENDER FORM**

Tender for providing Security Service to FPI Campus, Bangalore.

TO:
The Director
Fiscal Policy Institute, Kengeri, Bangalore – 560060.

Dear Sir,

Having examined the Tender Documents including Addenda Nos..... *[Insert, numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform Security Service 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 3% of the Contract Price 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 we are registered with Karnataka Police Authorities under the provisions of Private Security Agencies (Regulation) Act 2005 & Karnataka Private Security Agencies Rule 2008.

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)
Tender To Provide Security Service to 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 work & Description	
02	Contract Details	
	a) Work Orders and Completion certificates for the Contract period in FY ending 2019-20. (Copies to be furnished)	
	b) Contract Value in Rupees For FY ending 2019-20	
	c) Date of commencement of business of the Tenderer	
03	Client Details – a) Name of Client b) Name & Address of Client's contact person c) Telephone & Fax No	
B		
FINANCIAL INFORMATION		
Sl. No	Description	Particulars to be furnished by the Tenderer
01	Details of Annual Turnover of Tenderer preceding three years: FY 2017-18 2018-19 2019-20	
02	Whether Audited Balance Sheets & Profit & Loss Account submitted. FY 2017-18 2018-19 2019-20	YES / NO
03	Net worth: 2017-18 2018-19 2019-20	
04	Banker's details – Name and Address, Branch Name, IFSC code, MICR code, Type of account & No	

Note:

1) Tenderer may note that non-submission of relevant supporting documents will lead to rejection of their tender. It shall be ensured that all relevant supporting documents are submitted along with their tender in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information.

2) 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.

**SIGNATURE OF TENDERER
WITH OFFICIAL SEAL**

ANNEXURE – 3**Proforma for Performance Statement for the last Three (3) years:****Tender to provide Security Service to FPI Campus, Bangalore.**

Name of the Tenderer :	
-------------------------------	--

Orders placed by (Full address of Client)	Order No & Date	Description Of Services	Value of order (Rs. in Lakhs)	Date of Completion of Service as per contract (attach a certificate)	Enclose Performance Certificate from the 2-3 reputed clients

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

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.

**SIGNATURE OF TENDERER
WITH OFFICIAL SEAL**

ANNEXURE -4**BUSINESS DETAILS****Tender to provide Security Service to 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 furnished by the Tenderer
01	Name of the Tenderer:	
02	PF Registration No. and District & State	Reg. No. : Dist & State :
03	ESI Registration No. and District & State	Reg. No. : Dist & State :
04	GST Registration	Reg. No. :
05	Income Tax /PAN	PAN :
06	Certificate of Incorporation (in case of Company)	
07	Registration Certificate from Local Bodies	
08	Registration obtained from Labour Department	Reg. No. :
09	Tenderer - Agency/Firm/Co, registered with the Director General of Police Karnataka for providing security services in Karnataka,	Reg. No. :
10	Any other Statutory registrations obtained (Pl specify).	

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

**SIGNATURE OF TENDERER
WITH OFFICIAL SEAL**

ANNEXURE – 5

TENDERER's PROFILE**Tender To Provide Security Service to FPI Campus, Bangalore**

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 Local address(Bangalore)	
2	Whether a Partnership / Company / Co-op Society – 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	(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....

9	Bank Details 1. Name and address of the Bank: 2. Bank Account No. 3. Type of Account	
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**DECLARATION**

(Self-declared Affidavit on letter head)

Tender to provide Security Service to FPI Campus, Bangalore.

This is to certify that << COMPANY / PARTNERSHIP FIRM NAME >> is not debarred by Government of Karnataka or any of its agencies for any reasons, whatsoever and not debarred by Karnataka / Central / any other State / Union Territory / Government, or its agencies for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices as on 16.01.2020.

Place:

Date:

SIGNATURE OF TENDERER

WITH OFFICIAL SEAL

ANNEXURE – 7**CHECK LIST****Tender To Provide Security Service to 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 3 Work orders 4 Completion certificate 5 Three (3) years Annual Turnover 6 Three (3) years Profit & Loss A/c 7 Three (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 – 1	Yes / No
4	EMD Declaration	Yes / No
5	Restriction on public procurement from bidders of certain countries – declaration. Annexure – 11	Yes / No
6	Copy of GST Registration Certificate (self-attested)	Yes / No
7	Copy of Pan card enclosed (self-attested)	Yes / No
8	Authorization letter of the Company in case the person signing the tender document is an authorized representative of the Company.	Yes / No
9	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
10	Copy of License obtained from DGP, Karnataka under Private Security Agencies (Regulation) Act 2005, & Karnataka Rule 2008 (Mandatory to submit, if not be submitted, bid will be rejected)	Yes / No
11	Work Completion / Satisfactory Performance Certificate from the clients	Yes / No
12	Annual Turnover Statement enclosed	Yes / No
13	Registration details: - ESI - EPF - Labour Laws/Local bodies (pl. specify)	Yes / No Yes / No Yes / No

Contd....

Annexure - 7

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 , Please Specify	Yes / No
18	Tendering document duly uploaded in all respects	Yes / No

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

ANNEXURE – 8**Tender To Provide Security Service to FPI Campus, Bangalore
Agreement Form****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 “Security”)
and the FPI has accepted the Tender by the Contractor for the execution and completion of such
security contract and the remedying of any defects therein at a contract price of Rs.-----

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/Security Services 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/services 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/Services.;
 - 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 _____

Annexure-10**EMD Declaration**

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer..... (**Name of the tenderer**), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the tenderer..... (Name of the Tenderer,) also accept the fact that in case the tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit a Performance Security and Additional Performance Security, if any, before the deadline fixed in the Tender Document, then(name of the tenderer) will be debarred for participation in the tendering process for the Procurements of this Procurement Entity for a period of **one year** for the date default.

(Signature of the Authorised Signatory,

Official Seal)

FINANCIAL BID**ANNEXURE – 9****Tender To Provide Security Service to FPI Campus, Bangalore**

(Note: Please submit this bid separately; do not submit with the technical bid documents)

Name of the Tenderer	
-----------------------------	--

This financial bid has to be filled in by the prospective Tenderer providing Security Service:

A The financial bids of Security Services are as quoted below:

Sl. No.	Details	Rates – (for 1 No./ pm)	
		Rs. (in fig.)	Rs. (in words)
1	Security Supervisor (1 No. / pm)		
2	Security Guard:		
	Civilian Guard (1 No./ pm)		
	Total		

* While quoting rates, Pl refer man power requirement at Section – 6,

* Bid amount should match with analysis of the amount quoted (i.e. para-2).

B Analysis of the amount quoted:

The above monthly rates inclusive of the following (1 No. / per month)

(Amt. in Rs.)

Sl No.	Particulars	Security Supervisor	Security Guard
1	Basic wage		
2	DA / VDA @%		
3	ESI - Employer Contribution @ 3.25%		
4	EPF – Employer Contribution @ 12% /		
5	EDLI / (Eee's Deposit Linked Insurance), if any		
6	Washing allowance		
7	Service Charges @% On Rs.....		
	Total (a = 1 to 7)		
8	GST @ 18%		
9	Others – levies/taxes etc. (Pls Specify)		
	Total (b) = (8+ 9)		
10	Grand Total (c) = (a + b)		

Contd...

Financil Bid ... contd.....

Annexure – 9

Notes:

- 53.1.1 Please refer Man power requirement at Section – 6.
- 53.1.2 Rates should be quoted in accordance with Minimum Wages Act, ESI Act, and EPF Act.
- 53.1.3 Rates quoted includes all cost, taxes and levies etc.,
- 53.1.4 Taxes should be shown separately.
- 53.1.5 Service or any other tax in accordance with the rules as applicable from time to time
- 53.1.6 Income Tax (TDS) deduction at source in accordance with the rules as applicable from time to time.
- 53.1.7 Financial Bid with 0% Service Charge or negative service charge (Zero margin/ negative) will be rejected, Rule: “No Consideration No Contract” – Section 25 of Indian Contract Act 1872.
- 53.1.8 Analysis of amount quoted (para-2) should match with the bid amount (para-1), otherwise Financial Bid will be rejected.
- 53.1.9 Financial Bid should be uploaded separately, as per the above format only, otherwise bid will be rejected.

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: _____

Signature of Tendered (with seal)

Address: _____

Annexure-11**DECLARATION****Sub: Restrictions on procurement from a bidders of certain countries:**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

(Signature of the Authorised Signatory,

Official Seal)

Annexure-12

Net payment to Employees (pay slip):

Name and designation:

Bank Account Number:

Sl No.	Particulars	Amount in Rupees
1	Basic wage	
2	DA / VDA @%	
3	ESI - Employer Contribution @ 3.25%	
4	EPF – Employer Contribution @ 12% /	
5	Washing allowance	
Gross Salary		
Deductions		
1	ESI – Employer/employee Contribution @ 3.25%+0.75%	
2	EPF – Employer/employee Contribution @ 12% /	
3	EDLI / (Eee’s Deposit Linked Insurance), if any	
Total deductions		
Net Salary		

Note: The net salary should be credited to Bank account of employee.