

GOVERNMENT OF KARNATAKA

**FISCAL POLICY INSTITUTE**

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

PHNO: 080-26971000 / FAX: 080-26971010 / WEB: www.fpibangalore.gov.in

**NOTICE INVITING TENDER TO PROVIDE ANNUAL MAINTENANCE
CONTRACT FOR ELECTRICAL AND ALLIED WORKS IN FPI CAMPUS.**

(Through e-procurement portal only)

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

No.FPI/Proc/Tender/AMC/Elec./M-63/2018-19

Date: 02-05-2019

Tender Schedule

| | |
|---|---|
| Date of commencement of Tender | 02-05-2019 |
| Campus visiting date and time | 10-05-2019 between 11.00 AM to 2.00 PM |
| Pre Bid Meeting | 10-05-2019 at 2.30 PM |
| Last date and time for receipt of tender forms | 01-06-2019 till 12.00 Noon |
| Time and date of opening of Tenders | Technical Bid - 04-06-2019 after 12.15 PM. Financial Bid - 12-06-2019 Tentatively on after 2.00 PM |
| Period of contract | Initially for a period of 2 (Two) years that may be extended up to one year, on the same terms and conditions, on mutual consent, after the satisfactory completion of the service. |
| Address for communication | The Director, Fiscal Policy Institute, Bangalore-Mysore Road, Kengeri, Bangalore-560 060. |
| EMD | Rs.35,000/- (pay through on-line) By e-mode only |

Fiscal Policy Institute, Bangalore.

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SECTION 1:**INVITATION FOR TENDERS (IFT)****Tender Notification**
(Through e-procurement portal only)**No.FPI/Proc/Tender/AMC/Elec/M-63/2018-19 Dt: 02-05-2019**

The Director, Fiscal Policy Institute (FPI), Bangalore-Mysore Road, Kengeri Post, Bangalore-560 060, invites tenders in two-cover system, i.e. Technical and Financial, from eligible Tenderers for Annual Maintenance Contract (AMC) of Electrical Systems, Transformers, Lift, AC Maintenance, DG set (monitoring), UPS and Allied works, to be provided for **02(Two) years** at FPI campus near Kengeri, Bangalore-Mysore Road, Bangalore – 560 060.

1. **Tender:** Tender forms can be downloaded from the website <https://eproc.karnataka.gov.in> from 01-06-2019 to till 12.00 Noon.
2. Tenders must be accompanied by earnest money deposit Rs.35,000/-. Earnest money deposit.
3. FPI shall not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation of Tender.
4. E-mail / Fax tenders shall not be accepted.
5. 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.
6. Clarification, if any, can be obtained from the Additional Director (Admin.) during working hours of the Institute.
7. FPI reserve the right to reject any or all tenders received without assigning any reason.
8. The successful bidders shall produce the documents in original at the time of agreement.

Additional Director (Admin)
Fiscal Policy Institute,
Bangalore.

SECTION 2:
INSTRUCTIONS TO TENDERERS (ITT)

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

A. GENERAL

1. Scope of Tender : Tender is invited for Annual Maintenance Contract of Electrical Systems, DG set, Transformers, Lift, AC Maintenance, UPS and Allied works in Fiscal Policy Institute (FPI), at Kengeri, Bangalore, for a contract period of Two (2) years only that may be extended up to one year on same terms and conditions, on satisfactory performance of the agency at FPI's review & discretion. The 'Scope of Work' is outlined under the same title in a later section of this document.

2. Eligible tenderers:

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

3. Tender capacity:

1. The annual turnover of the Tenderer from the similar operations for the last three years ending on 31-03-2018 shall not be less than Rs.18.00 lakh per annum.
2. The financial net worth of the Tenderer shall not be negative during the financial year,2015-16, 2016-17 & 2017-18.
3. Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:
 - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

B. TENDER DOCUMENT

1.

tender document: Tender document is available in the Karnataka Government web-site <http://eproc.karnataka.gov.in> and www.fpibangalore.gov.in can be downloaded.

2. 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.

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C. PREPARATION OF TENDERS

1. Document comprising the tender:

- (a) Annexure 1- Tender form,
- (b) Annexure 2- Qualification Information form and documents;
- (c) Annexure 3- Proforma for performance statement
- (d) Annexure 4- Business Details.
- (e) Annexure 5- Tenderer's Profile
- (f) Annexure 6- Self Declaration.
- (g) Annexure 7- Check list.
- (h) Annexure 8- Agreement form.
- (i) Annexure 9- Finance Bid.
- (j) Document evidencing payment of Earnest Money Deposit.
- (k) Any other document required to be completed and submitted by tenderers in accordance with the instructions.

2 Tender price:

- a. The rates shall be quoted in Annexure-9 only and the quoted rates shall be inclusive of all costs, profit and duties etc., which is final and binding on the tenderer.
- b. Rate should include charges for removal of debris out of premises to nearest municipal dump, removing stains, cleaning the site thoroughly and restoring it to original condition where any electric work is undertaken.
- c. **Monthly payments** will be made in the case of items covered in the annual maintenance contract based on the bills submitted by the contractor and certified by the concerned officer. Income tax, surcharge and other taxes as applicable shall be deducted from the payments due to the contractors.
- d. The tenderer shall express the price of the bid in Indian Rupees (both in figures and words).

3 Tender validity: The Tender shall remain valid for acceptance for a period of **ninety (90) days** from the due date of submission of tender. The Tenderer shall not be entitled to modify, vary, revoke or cancel their tender during the said period. In case of the Tenderer modifying, varying, revoking or canceling the tender, the EMD shall be forfeited. 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, before the expiry of the initial validity period, FPI may request the tenderers to extend the period of validity for a specified additional period. The request and the tenderers responses shall be in writing. Tenderer may refuse the request. Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of the earnest money

deposited for a period of the extension and in compliance with EMD clause in all respects.

4 Earnest money deposit (EMD)& tender processing fee (TPF):

1. EMD of **Rs.35,000/-**(Rupees Thirty Five thousand only) and TPF as notified shall be deposited with the tender.
2. The EMD and TPF shall be paid through e-procurement by any of the following modes:Debit Card / Credit Card / NEFT / OTC (Over-the-Counter payment - through ICICI / Axis Bank.
3. Tenders without the EMD shall be rejected.
4. If the Tenderer claims the EMD exemption, the relevant valid certificate shall be uploaded.
5. No interest shall be payable on the EMD .
6. If the Tenderer after submitting the tender, revokes the offer or modifies the terms and conditions thereof during the validity of the offer, except where the FPI has given opportunity to do so, the EMD shall be liable to be forfeited.
7. In the event of withdrawal of the Invitation to Tender by the FPI, the EMD will be returned to the Tenderer.
8. In the event of the successful Tenderer's failure or refusal to sign the agreement or furnish the security deposit within 21 days from the date of award, the EMD shall be forfeited without prejudice to the FPI'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 080-2310900/901 / 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.

4. Format and Signing of tender:

1. **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.
2. **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 related to Technical & Financial bid, has been enclosed as Annexure- 7. Tenderer in their

own interest, are requested to fill the check list and submit it along with the tender for ready reference.

- 3. MODE OF SUBMISSION OF TENDER:** Tender consisting of Technical Bid and Financial Bid shall be submitted in e-procurement portal only.

PART – I Technical Bid:

The Technical Bid shall contain all pre-qualification details as mentioned in Annexure-1 to 8 under the heading “Technicalbid requirements”.

PART – II Financial Bid:

The Financial Bid shall contain information regarding the rates for different items both in figures and words as in Annexure-9.

The tenderer shall 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.

4. PROPOSAL OF THE TENDERER:

The Tenderer shall arrange their tender in the following order:

4.1 PART - I: TECHNICAL PART:

- (a) Tendering document duly uploaded in all respects
- (b) Documents in support of Technical qualification requirements as per Annexure-1 to 8.
- (c) Earnest Money Deposit of Rs.35,000/- (Rupees thirty five thousand only) through online,
- (d) GST registration Certificate.
- (e) Power of Attorney in the name of the person who has signed the tender.
- (f) ESI/EPF registration details.
- (g) Valid License issued under Labour Law/Local bodies/ any other competent authority.
- (h) Other statutory details, if any.

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

4.2 PART - II: FINANCIAL PART:

The Financial Part of the tender shall be submitted in Annexure-9. Financial tender shall contain only Financials quoted by the Tenderer. The Tenderer should submit the **Financial bid online only**, no manual bid shall be uploaded.

Tenderer shall estimate the total work force required to be deployed to carry out the assignment as per the contract.

5. 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's 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 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.
3. Claims and objections due to ignorance of existing conditions will not be considered after submission of the tender and/or during implementation.
- 6 **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 and sign the minutes of meeting. The authorized representatives must be competent and empowered to settle all technical and commercial issues.
- 7 **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.

D. SUBMISSION OF TENDER

1. **Deadline for submission of tender:** Tender documents can be downloaded from <http://www.eproc.karnataka.gov.in> and website www.fpiBangalore.gov.in. The Tenderers should ensure that their offers are uploaded at e-procurement portal within the stipulated date and time as per Tender Schedule.
- 2 **Modification and withdrawal of tenders:** The FPI may, for any reason, whether at its own initiative or in response to the clarification requested by the prospective tenderer, issue modification in the form of addendum / corrigendum. FPI reserves the right to withdraw the tender without assigning any reason.

E. TENDER OPENING AND EVALUATION:

1. **Tender opening** :Opening of Technical Bid shall be on the date and time mentioned in' Notice Inviting Tender'. In the event of the specified date of tender opening being declared as holiday for FPI, the tender shall be opened at the appointed time and location on the next working day.FPI shall prepare minutes of the Tender opening, including the information disclosed to those presented.
2. **Process to be confidential:** Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the FPI's processing of Tenders or award decisions may result in the rejection of tender.
3. **Examination of tenders and determination of responsiveness:** Prior to the detailed evaluation of tenders, the FPI will determine whether each tender
 - (a) meets the eligibility criteria;
 - (b) has been properly signed;
 - (c) is accompanied by the required earnest money deposit and;
 - (d) is substantially responsive to the requirements of the Tender documents.

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 the 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.

If a Tender is not substantially responsive, it shall be rejected by the FPI, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

4 Correction of errors if any:

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

5 Evaluation and comparison of tenders :

1. FPI shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with above clause.
2. In evaluating the Tenders, FPI shall 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.
 - (c) In case of tie, the last three years turn-over shall be considered for technical soundness. The tenderer having highest average turnover shall be considered for awarding the contract.

E. AWARD OF CONTRACT:

1. Award criteria

Subject to clause 17, the FPI will award the contract to the tenderer whose tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price.

2. 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.

3. Notification of award and signing of Agreement

- 1 The Tenderer whose Tender has been accepted shall be notified of the award by FPI, through the Letter of Acceptance stating the sum that FPI shall pay to 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") by e mail or by post.
- 2 The notification of award shall constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of clause 24.
- 3 The agreement shall incorporate all agreements between the FPI and the successful Tenderer. The agreement shall be kept ready for signature of the successful tenderer in the office of FPI. Within 20 days of receipt of the agreement, the successful tenderer shall sign the agreement and deliver it to FPI.

4. Security deposit: Performance Bank Guarantee:

- 1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the FPI a Performance bank guarantee (as security deposit) at 5% of AMC contract from a nationalised bank or scheduled bank located in Bangalore, valid for a period of contract plus 3 months. The performance security in the form of bank guarantee shall be retained by FPI till the end of contract period. The performance bank guarantee shall not carry any interest for the period retained.
- 2 Failure of the successful Tenderer to comply with the requirements of this clause, shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

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

SECTION 3:**TERMS AND CONDITIONS OF CONTRACT****Table of Contents****A. General**

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F. Special Conditions of Contract**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 Agency Contractor to execute, complete and maintain the Electrical and Allied Works. It consists of the documents listed in Clause 2.2 below.
- b. The **Contract Data** defines the documents and other information which comprise the Contract.
- c. The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the FPI.
- d. The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the FPI.

- e. The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- f. **Days** are calendar days; **months** are calendar months.
- g. The **FPI** is the party who will employ the Contractor to carry out the Works, FPI means Fiscal Policy Institute.
- h. **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

2. Interpretation

2.1 In interpreting the conditions of contract, singular also means plural, he includes she or it and the other way around. 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 Indian Contract Act, 1872 supplemented by the Karnataka Local Acts.

4. FPI's decisions: Except where otherwise specifically stated, FPI shall decide contractual matters between FPI and the contractor and it shall be binding on the contractor.

5. Delegation: The FPI may delegate any of its duties and responsibilities to any of its officers without notifying it to the Contractor.

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

7. Subcontracting: The contractor shall not subcontract the work assigned by FPI.

8. Personnel:

1 The Contractor shall deploy the technically qualified personnel (of number and qualifications) at FPI campus as may be stipulated by FPI from time to time during the execution of the work.

2 If 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.

9. Contractor's risks: All risks including the loss or damage to physical property and of personal injury and death which may arise during and in consequence of the performance of the contract are the responsibility of the contractor.

10. Queries about the Contract Data: The FPI will clarify queries on the AMC services.

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

12. Instructions: The contractor shall carry out all instructions of the FPI to comply with the applicable laws where the site is located.

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

13 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.

14 Force majeure:

14.1 Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other due 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.

14.2 The Party seeking to rely on Force Majeure shall promptly, within 5 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.

14.3 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, 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 contract 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 FPI, it will have the option to invoke the performance guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of the agency and/or terminate the contract.

14.4 Notwithstanding the terms of this clause, 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.

14.5 Measures to be taken:

- I. A party affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- II. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any case not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- III. Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.
- IV. During the period of their inability to perform the Services as a result of an event of Force Majeure, the AMC contractor, upon instructions by 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 pro-rata basis, under the terms of this contract.
- V. In the case of disagreement between the parties as to the existence or extent of Force Majeure, the matter shall be settled according to dispute resolution clause
- VI. When the situation arising out of Force Majeure comes to an end in the assessment of FPI, the contract agency shall resume normal activities under this agreement immediately. If FPI, considers it necessary, may grant an extension of time to the contract agency for resuming normal activities under this agreement. If the contract agency does not resume normal activities immediately or within the extended period, if, any, granted by the FPI, it shall have the option to invoke the performance guarantee, levy liquidated damages, obtain substitute performance from an alternate contract agency at the cost of the agency and / or terminate this agreement.

- VII. Notwithstanding the terms of this article, the failure on the part of the contract 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.
- VIII. In case that the event of Force Majeure persists for a period of 30 business days or more and either 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.

B. PAYMENTS:

1. Submission of bills for payment:

- The contractor shall submit the monthly bills for AMC to FPI
- The Contractor has to submit the Tax Invoice related to any material supplied after obtaining prior approval of FPI.

2. Payments

Payments shall be adjusted for deductions for retention, if any, other recoveries in terms of the contract and TDS as applicable under the law from time to time.

Monthly Payment will be after satisfactory completion of previous month's work/service. The tenderer should submit the bill with in 5th of every month.

The tenderer should work in consultation with the officer-in-charge of Estate, FPI and who will certify the monthly AMC charges bill to the effect that all the complaints recorded in the registers have been attended and routine maintenance has been carried out satisfactorily.

3. Tax: The rates quoted by the Contractor shall be inclusive of GST and other taxes that the Contractor will have to pay for the performance of this Contract. The FPI will perform such duties in regard to the deduction of such taxes at source as per applicable law. TDS under Income Tax shall not be included in the above rate but shall be deducted from the monthly bill.

3. 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.

- 5. Cost of repairs:** Loss or damage to the Assets or Materials of FPI during the currency of AMC shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's persons at FPI, acts or omissions.
- C. Finishing the Contract:** It shall be the responsibility of the Tenderer to make all the equipment / assets covered under AMC to work satisfactory throughout the contract period and to hand over the equipments/ assets in working condition to FPI after the expiry of the contract.
- 1 Conditions for Termination of contract:**
- **Termination for default:** FPI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderer, terminate the Contract in whole or part:
 - (a) if the Tenderer fails to perform the service within the period(s) specified in the Contract,
 - (b) if the Tenderer fails to perform any other obligation(s) under the Contract.
 - (c) If the Tenderer, in the judgement of FPI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

- **Termination for Insolvency:** FPI may at any time terminate the contract by giving written notice to the contracting agency, if the agency 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:

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

SPECIAL CONDITIONS OF CONTRACT

1. Labour:

The Contractor shall, unless otherwise provided in the contract, make its own arrangements for the engagement of all technically qualified personnel and labour, local or otherwise, and for their payment, housing, food and transport. The contractor shall take every step to deploy the insured personnel for the execution the contract.

The Contractor shall, if required by FPI, deliver to FPI in writing, in detail, in such form and at such intervals as FPI may prescribe, showing the technical qualification of the personnel and the numbers of the several classes of labour from time to time deployed by the contractor in the campus and such other information as FPI may require.

2. Compliance with labour law and regulations:

At the commencement and during continuance of the contract, the Contractor shall abide by, at all times, 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 FPI indemnified in case any action 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 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 its 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 personnel of the Contractor in no case shall be treated as the employees of FPI at any point of time.

3. General

- 3.1 Special conditions of contract shall be read in conjunction with the general conditions of contract, schedule of rates, specifications of work and any other document forming part of this contract wherever the context so requires.
- 3.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary to every other part and shall be read with and into the contract so far as it may be practicable to do so.

3.3 Where any portion of the general conditions of contract is repugnant to or in variance with any provisions of the special conditions of contract, then unless different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent that such repugnancies or variations in the special conditions of contracts are not possible of being reconciled with the provisions of general conditions of contract.

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

4. **Location and utilisation of services :** Fiscal Policy Institute Campus, Next to PanchamukhiGanapathi Temple, Bangalore-Mysore Road, Kengeri, Bangalore – 560 060.

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

(i) **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 floorsetc.,.

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

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

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

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

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

(vii) Security rooms at entrance & Exit gate - 2 No.s

(viii) All roads and pathways inside the campus.

(ix) All rain water harvesting system, STP, etc. inside the campus.

(x) Entire open area (approx 5 Acres)&compoundetc in the campus.

SECTION – 4 **SCOPE OF WORK**

i. Electrical & Power supply System:

The scope of work covers but not limited to:

1. Preventive maintenance (includes periodical service to LT & HT transformer, panels, DG set etc.) as per Annexure – 10,
 2. Removal/Extension/Alteration/Addition of spare parts / items in electrical system.
 3. Fault Diagnosis and repairs of electrical equipment etc.,
 4. Routine maintenance and restoration of power supply
 5. Electrical maintenance of outdoor and indoor lights, all electrical *fittings*, pumps geyser, fans, light fittings LT / HT Panel etc. in the campus.
 7. Maintenance of pumps including fittings & accessories, motor rewinding at required intervals would be carried out with the prior approval of FPI.
 8. Normal servicing, oiling, greasing etc. shall be inclusive in the AMC charges.
 9. Maintenance of street light, display boards etc., repairs, replacements, daily maintenance like switch on and switch off the lights in common areas of the campus.
 10. Attending to the repairs in starter panels and to the water level sensors.
 11. Supply and fitting of materials if required with prior approval of FPI.
 - 12 **UPS:** Day-to-day Operation and maintenance of UPS along with batteries.
 - 13 **Standard Operating Procedure(SOP)** for Electrical AMC in FPI is given at Annexure – 10 as general guidelines to the Contractor, But AMC is not limited to SOP. The SOP for Electrical AMC will be revised if required by FPI from time to time.
- ii. **Electrical Substation:** FPI is having 1 x 500 KVA, 1 X 100 KVA HT / LT transformers. The contracting agency shall have to take care of the day-to-day operation of the electrical substation including transformers. Round the clock monitoring and manning of the Electrical Substation and related machinery are required. The successful bidder shall ensure regular maintenance periodical services as required by Electrical Inspectorate through the qualified electrician/agency. The replacement of consumables, spare parts or any part of the substation would be carried out with the prior approval of FPI. Only the material cost shall be paid by FPI.

iii. **Maintenance of DG set:** FPI is having 250 KVA DG set. The contracting agency will have to take care of the daily operation of the DG set, monitoring of the DG Set by making supervisory visits to related machinery. The contracting agency shall have to liaison with the manufacturer / AMC provider for maintenance requirements and breakdown. The contractor shall ensure periodical service as per service manual and as required by electrical inspectorate. FPI will take necessary action for AMC of DG set either with manufacturer / authorized agency (through a separate tender). The agency shall have to maintain operation logbook indicating DG set operating time (opening and closing), fuel consumption, time of breakdown, maintenance of Log book etc. and maintenance history of the DG set.

iv. **Maintenance of Air Conditioning System:**

The successful Tenderer will have to maintain & service air-conditioning systems in FPI campus periodically. This shall cover diagnosis of the faults and rectification of the defect detected, repair/replace the faulty parts (if necessary). Carry out the periodic (at least once in three months) preventive maintenance of the Air Conditioners. The replacement of consumables, genuine spare parts (of OEM) or any part of AC would be carried out with the prior approval of FPI and only the material cost will be paid by FPI.

The contracting agency shall also have to maintain operation logbook indicating time of breakdown etc. and maintenance history of the ACs.

v. **Lift Monitoring:** One Lift (i.e. 'KONE' make) installed in the Administrative block, the Lift is operating between ground floor and second floor. FPI has already awarded a separate AMC to M/s KONE Elevators India Pvt. Ltd., (manufacturer) for repair and maintenance of the lift. The contracting agency has to attend day-to-day operation of the lift by making supervisory visits to related machinery in the lift room etc. The Tenderer has to liaison with lift manufacturer/service provider i.e. M/s KONE for maintenance. The contracting agency shall also have to maintain operation logbook indicating time of breakdown etc. and maintenance history of the Lift.

vi. **a) Condition monitoring of all equipments and electrical systems to be done daily/weekly/monthly/quarterly/half yearly/yearly basis.**

b) Generate, record and maintain reports for condition monitoring, empowerment of electrical parameters, maintenance activities, history of equipment from time to time.

c) Generate and record of site drawings for the electrical equipment system.

d) The contract agency shall prepare and submit to FPI such books, reports, log books as and when required by FPI.

SECTION –5**QUALIFYING CRITERIA**

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

| Sl. no | Qualification criteria | Documents to submit |
|--------|--|--|
| | TECHNICAL CRITERIA | |
| 1 | Tenderer should have successfully carried out similar work (i.e. AMC of Electrical & allied works) in similar type of Institute or in any industry / organization/ establishment for the past three years. | Submit copy of Work orders as per Annexure – 1 |
| 2 | Annual value of single largest contract of similar work at a unit should not be less than Rs.10.00 lakh. | Submit copy of Work orders and performance letter reflecting the value of work from the client. |
| 3 | Tenderer should have the registered office / functional / operational office in Bangalore | Submit copy of business license issued by labour department or BBMP etc, as proof of address. |
| 4 | Tenderer should be in existence in the similar business during past 3 years ending 31-03-2018. | Submit audited Profit & Loss A/c, Balance Sheet FY 2015-16, 2016-17, 2017-18. |
| 5 | Tenderer should be registered under GST, Provident Fund (EPF), ESI, Urban Local Bodies Act and fulfill all other statutory requirements for Electrical & Allied works. Should have a valid PAN Card and KYC norms. | Submit a Copy of the registration certificate issued by the concerned authorities and PAN Card and Aadhaar card |
| 6 | Tenders should be accompanied by copies of returns of Income Tax and GST, EPF, ESI – for the past one year | Submit required copy of IT and GST/Service Tax, EPF & ESI return acknowledgment as called for . |
| 7 | Tenderer should be a Licensed Electrical Contractor i.e. Class-1 / Class-2, recognized from PWD / State Electrical Authority | Submit required copy of the valid Electrical Contract license issued. |
| 8 | Tenderer should not be blacklisted by Govt. of Karnataka, Govt. of India, PSUs in Karnataka and also Local Bodies. | Submit self-declaration as per Annexure -6 |
| 9 | Testing equipments | Required testing equipments to be provided to the personnel deployed at FPI |
| 10 | Personnel in the organization | List of electrical persons to be deployed at FPI with qualification and experience in the field to be provided on receipt of letter of acceptance. |

| FINANCIAL CRITERIA | | |
|---------------------------|--|---|
| 1 | Annual turnover of the Tenderer from similar business should not be less than Rs.18.00 lakh for FY ending 31-03-2018 | Submit audited Profit & Loss A/c, Balance Sheet FY 2017-18. |
| 2 | Financial Net worth of the Tenderer shall not be negative during FY2015-16, 2016-17, 2017-18. | Submit audited Profit & Loss A/c, Balance Sheet FY 2015-16, 2016-17, 2017-18. |

SECTION –6

GENERAL TERMS AND CONDITONS

- a) The Tenderer shall submit all required 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 tender/documents submitted shall contain no inter-lineation or overwriting. Any errors to be corrected with counter signature of owner/authorized representative of Tendering agency before uploading in e – portal.
- 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) The original documents has to be submitted for verification after the evaluation of Technical bid.
- j) FPI shall not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation of Tender.
- k) 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 shall supply the requisite number of professional workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
2. **Non-Comprehensive AMC:** The AMC works are non-comprehensive, the tenderer should provide services deploying his personnel. The recurring consumables required for AMC works and replacement and repairs will be paid by FPI, subject to prior approval from the authorized person of FPI.
3. The monthly review of the AMC 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.
4. **Monthly Payment** will be after satisfactory completion of previous month's work/service. The tenderer should submit the bill with in 5th of every month.
5. The tenderer should work in consultation with the officer-in-charge of Estate, FPI and who will certify the monthly AMC charges bill to the effect that all the complaints recorded in the registers have been attended and routine maintenance has been carried out satisfactorily.
6. Separate note/work orders will be issued in respect of the items which are not covered under the AMC charges, the contractor may submit the bills for the same within a period of one month after completion of work. FPI will be at its liberty to reject any claim made after the stipulated time period. The bills for the works carried out without proper work-slip/work order will be rejected and no further representations will be entertained.
7. 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.
8. Income tax, surcharge, and other taxes as applicable will be deducted from total payment due to the Tenderer.
9. **Default Penalty:** All complaints covered in the AMC charges in the annual maintenance contract are to be attended to on the same day and other complaints for which note/work orders are issued to be attended within a period of 3 days after issue of the note/work order. In case of delay in attending the work in time, FPI will be at liberty to get the work done through any other contractor and the cost will be recovered/adjusted from the tenderer with penalty at 50% of the cost incurred.

10. As per the Liquidated Damages clause, FPI will levy penalty on contractor for defaulted action i.e. if the contractor 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.
11. In case of three defaults, FPI will have right to issue a notice for termination of the contract, along with forfeiture of performance guarantee
12. The workmen employed by the Tenderer should have the required professional qualification and experience in their specific skill.
13. The Tenderer shall observe all the safety precautions for the safety of the labour and the employees/residents of the FPI Campus during execution of works. The Tenderer should arrange to obtain necessary insurance cover for his/her employees and third party. Tenderer would be solely responsible for the safety of persons employed by him.
14. All risks of loss or of damage to property and of personal injury and death which arise during and in consequence of the performance of the AMC /contract are the responsibility of the Tenderer
15. 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
16. Any damage or loss caused by contractor's persons to FPI in whatever form would be recovered from the contractor.
17. During the currency 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).
18. 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.
19. 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.
20. The Tenderer shall comply with the provisions of contract, Labour Regulation & Abolition Act, 1970, Minimum Wages Act and all other labour laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the appropriate authorities. FPI shall not be held responsible for any penalty on account of failure to adhere to the above labour regulations, etc. FPI shall have the power to inspect the wage book and muster books and any other records of the contractor and to ask the contractor to comply with Laws.

21. 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.
22. **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.

23. Man-Power to Maintain the Services:

1. One Supervisor should be deployed in general shift in the campus on all days to monitor the man power deployed.
 2. The Tenderer has to deploy minimum 6 workers / helpers for 3 shifts (i.e. 5 electricians & One AC technician) and the man power required for the AMC to perform the work on 24 x 7 basis.
- b. The Tenderer or his Field officer/ Manager should visit the site at least twice 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.
- c. **Man-power requirement for Electrical AMC will be as follows:**

| | Position | No. of persons required | Remarks |
|---|--|-------------------------|------------------|
| 1 | Electrical Supervisor (Overall in charge) (27 X 7) | 01 | General Shift |
| 2 | Helpers / Workers - Electricians AC Technician | 05 01 | 2 each -3 shifts |
| 3 | Leave Reserve | 01 | @ 1 : 6 ratio |
| | Total | (1 + (6 + 1)) | |

d. Qualification for Electrical AMC Personnel

| | Personnel to be provided | Qualification and experience | Job requirement |
|---|---|--|---|
| 1 | Electrical supervisor – | Diploma in Electrical/Electrical supervisor permit issued by State Electrical Inspectorate with minimum 3 years experience. | Electrical Supervision Job |
| 2 | Helpers/Workers 05 Electricians and 01 AC Technician | ITI in electrical/Electrical wireman permit issued by State Electrical Inspectorate with Minimum 3 years experience. Certificate in support of having been qualified to work as AC technician. | Electrical/ LT HT lines/UPS/ DG set / AC maintenance/maintenance of documents |

24. The Tenderer should provide uniforms to his workers engaged at site. The Tenderer should arrange to issue photo identity card, which should be used during the presence of their workmen in FPI premises. Penalty will be levied if a worker is not found in and ID card.
25. **Tenderer's 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.
26. All employees deployed for AMC at FPI would be on the rolls of the successful Tenderer and in no case shall these workers be treated as the employees of FPI, of Bangalore at any point of time.
27. 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 extent rules and regulations
28. The Tenderer should co-ordinate with external statutory bodies and obtain approvals, if necessary for the work.
29. FPI reserves the right to accept/reject/revise any quotations/tenders either in whole or in part without assigning any reasons thereof, whatsoever.
30. **No Sub-Contract:** The Tenderer shall not directly or indirectly transfer, assign and sublet the contract or any part of it.
31. **Duty Time:** Tenderer should deploy the required workers for AMC in FPI campus, working hours to be observed by the contractors shall be 24 X 7 basis.
32. **Leave:** The Tenderer / Agency shall deploy its employees in such a way that they get weekly rest and other holidays as per the provisions under existing labour laws. But it shall be its responsibility to ensure uninterrupted services to FPI on all days
33. **Leave Reserve** The Tenderer / Agency shall deploy its 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.
34. The Tenderer / Agency shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Tenderer / Agency should arrange for replacing its workmen to give weekly off to his workmen as per the labour rules.
35. **Duration of Contract:**
 - 35.1 The duration of AMC contract shall be for a period of **Two years (24 months) only** that may be extended up to one year on the same awarded rates (subject to Minimum Wages), and terms and conditions, on satisfactory performance at FPI's review & discretion.
 - 35.2 The Electrical & Allied Works AMC contract awarded will be for two (2) year at a time, the option of additional ONE year will be subject to satisfactory service to the satisfaction of the competent authority in FPI at the awarded rates (subject to Minimum Wages).

- 35.3 The scheduled commencement date of contract for providing AMC work shall be from the date as indicated in the Letter of Acceptance.
- 35.4 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.
- 35.5 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.
- 35.6 The FPI also reserves the right to terminate the contract at any time during its currency without assigning any reason thereon by giving ONE month notice in writing to the Tenderer at their last known place of residence/business and the contractor 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.
36. **Liaison:** Successful tenderer should nominate an official to liaison with the Officer-in-charge of Estate, FPI, at least once a week and whenever called for.
37. **Duty checking:** The AMC agency would be liable to be checked by the Officer-in-charge of Estate/Consultant Estate, or any other officer of FPI authorized to do so and for this purpose he should maintain a daily attendance/schedule register. AMC contract agency personnel should also be checked by its supervisors for their upkeep, alertness and alcoholism.
38. **Removal of personnel / supervisor:** The contract agency shall remove/change/replace any of AMC personnel/Supervisor, if at any time found unsuitable or undesirable in the opinion of the Director / Additional Director (adm.), FPI, Bangalore, and shall make immediate alternative arrangement to provide substitution for carrying out his obligations.
39. **Special assignment:** The AMC personnel / 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 activity/incidents noticed should be brought to the notice of the higher authorities in writing..
40. **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 and Local bodies. The Tenderer has to give an affidavit on letter head as per, **Annexure – 6**.
41. **Medical examination:** All personnel of the contractor deployed for handling the AMC services at FPI should be medically fit to carry out electrical related works.
42. **First Aid:** The Tenderer shall provide necessary First Aid facilities to his personnel.

43. **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 / wrong/unauthenticated/misleading at any stage / time during the Tender Process.
3. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
4. Bids without power of authorization and any other document consisting of inadequate proof of the ability of the signatory to bind the Bidder.
5. Failure to furnish original proofs for information provided.
6. Revelation of prices in any form or by any reason before opening the commercial bid.
7. Submission of the commercial bid details as part of the technical proposal.
8. Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the Tender document in every respect.
9. Failure to furnish copy of the tenderer's Electrical Contract License issued by PWD / State Electrical authority.
10. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
11. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.
12. The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
13. Failure to furnish the information as per the format i.e. Annexure -1 to 8 in PDF/JPG/JPEG/MS-word format.
14. If the bid does not confirm to the timelines indicated in the bid.

b) Commercial Rejection:

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

44. **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 AdditionalChief

Secretary (Finance Department). Either party may refer a dispute to the Chair person (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 Additional chief 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 days 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.

45. 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.
46. Corrigendum / Addendum / Modification / Corrections, if any, will be published on e-procurement portal only i.e. <http://www.eproc.karnataka.gov.in>
47. General requirement : a) All maintenance persons should be in a position generally to identify normal and abnormal conditions and inform the supervisor in charge for taking necessary corrective action.
 - b) All the maintenance persons should strictly follow safety rules and regulations from time to time.
 - c) All safety precautions for people, equipment etc. should be implemented and ensure to be followed.

SECTION – 7**FORMS OF TENDER, QUALIFICATION INFORMATION AND FINANCIALS**

| |
|---|
| Technical Bid |
| Annexure – 1 – Tender form |
| Annexure – 2 – Technical Bid(Technical Bid Requirement) |
| Annexure – 3 – Performance Performa Statement |
| Annexure – 4 – Tenderer’s Business Regn. Info. |
| Annexure – 5 – Tenderer’s Profile |
| Annexure – 6 – Declaration (Non-Blacklist) |
| Annexure – 7 –Check List |
| Annexure – 8 – Agreement Form |
| Financial Bid |
| Annexure – 9 – Financial Bid form |
| Annexure – 10 -Standard Operating Procedure (SOP) |

Annexure – 1

TENDER FORM

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

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

Dear Sir,

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

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

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5.0% of the 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 and abide by the evaluation criteria adopted.

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

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

We understand that FPI is not bound to accept any tender.
We confirm that we comply with the eligibility requirements as per the tender document.

Date -----.

(Signature)
Tenderer / Authorised person
On behalf of -----

Qualification Information**ANNEXURE-2****TECHNICAL BID****(Technical Bid Requirement)****Toprovide Annual Maintenance Contract for Electrical & allied Works in FPI Campus.**

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 | | |
|--|--|--|
| | Description | Particulars to be furnished by the Tenderer |
| 01 | Name of work & Description | Annual Maintenance Contract for Electrical & allied Works in FPI Campus. |
| 02 | Contract Details | |
| | a) Total contract period in months For year ending 2017-18 | |
| | b) Total contract Value in Rupees For year ending 2017-18 | |
| | c) Date of commencement of business of the Tenderer | |
| 03 | Client Details – a) Name of Client b) Name & Address of Client & contact c) Contact Telephone No | |
| 04 | Supporting Documents a) Work order (Self Attested copy to be furnished) b) Completion certificate | |
| 05 | Confirm whether supporting documents as per 4.0 (a) and (b) are submitted clearly identifying the scope of work. | |
| B FINANCIAL INFORMATION | | |
| 01 | Details of annual turnover of the tenderer preceding three financial years: 2015-16 2016-17 2017-18 | |
| 02 | Whether audited balance sheets & profit & loss account & Net-worth submitted for the FY 2015-16 2016-17 2017-18 | YES / NO |
| 04 | Bank details – Name and Address: Branch name: Type of account & No.: IFSC code: | 1) 2) |

| | | |
|--|--|--|
| | | |
|--|--|--|

Annexure-2, contd....

Note:

- 1) Tenderer shall upload the experience details of last 3 years as above only of those contracts, which they consider suitable for meeting the qualifying requirements specified in the Notice Inviting Tender. FPI reserves the right not to evaluate any other contract details. Details of more contracts may be furnished in the same format, if desired.
- 2) Tenderer may note that non-uploading 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.
- 3) If the Tenderer has executed/completed similar nature of work (as called in experience criteria of NIT (Notice Inviting Tender)), as a part of combined work order, then it is the responsibility of the tenderer to produce documentary evidence from client to establish the value and description of such works and that the tenderer meets the experience requirements of tender.

UNDERTAKING

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

Date:

**SIGNATURE OF TENDERER
WITH OFFICIAL SEAL**

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

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

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

| Orders placed by (Full address of Client) | Order No Date | Description Of Services | Value of order Rs. | Date of Completion of Service as per contract (attach a certificate/satisfactory certificate) |
|--|--------------------------|------------------------------------|-------------------------------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

Date:

**SIGNATURE OF TENDERER
WITH OFFICIAL SEAL**

BUSINESS DETAILS**ANNEXURE -4****Tender to provide Annual Maintenance Contract for Electrical and allied Works in FPI Campus, Bangalore.**

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

| SL No. | Description | Details to be furnished by the Tenderer |
|---------------|--|--|
| 01 | Name and Office address of the Tenderer | |
| 02 | Residential address of the Tenderer | |
| 03 | Residential address proof to be enclosed. | |
| 04 | Contact Phone No/Mobile No. | |
| 05 | EPF Registration No. and District/State – copy to be enclosed | |
| 06 | ESI Registration No. and District/State – copy to be enclosed | |
| 07 | GST Registration No. – copy to be enclosed | |
| 08 | Service Tax/VAT Registration copy to be enclosed | |
| 09 | PAN:No.(Issued by Income Tax)copy to be enclosed | |
| 10 | Certificate of Incorporation (in case of Company) | |
| 11 | Tenderer's Electrical Contract details 1) License No. (issued by PWD / State Electrical authority) 2) Category 3) Validity period (from -to) | No. _____ Category: Class-1 / Class-2 |
| 10 | Valid Registration Certificate from Local Bodies | |
| 11 | Valid Registration obtained from Labour Department | |
| 12 | Any other Statutory registrations obtained | |

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

Date:

**SIGNATURE OF TENDERER
WITH OFFICIAL SEAL**

ANNEXURE – 5

Photograph

TENDERER's PROFILE

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

| Sl. No | Subject | Details |
|---------------|--|---|
| 1 | Name and address of the Tenderer | |
| 2 | Whether a Proprietor/Partnership/Company/Any other? – Please indicate | |
| 3 | If a Company, please indicate whether a Private or Public Limited Company. | |
| 4 | PAN issued by the Income Tax Dept. (a copy of PAN to be enclosed)(Mandatory) | |
| 5 | Official address of the Tenderer 1. If a Company please indicate registered office address and corporate address separately. (Mandatory) 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. (Mandatory) | |
| 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 partners 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....

Annexure - 5

| | | |
|----------|---|--|
| 9 | Bank Details 1. Name and address of the Bank: 2. Bank Account No. 3. Type of Account 4. Branch Name 5. IFSC code. | |
|----------|---|--|

Note: Copies to be upload – Mandatory

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/voter ID/Aadhaar/DLof / Managing director/proprietor /partners.
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 FY-2515-16, 2016-17, 2017-18.
6. GST return challen copyfiled for the tax period March of 2019
7. EPF/ESI returns/acknowledgement copies related to March of 2019
8. Balance sheets/ Profit and Loss details for the **FY** -2515-16, 2016-17, 2017-18
9. Turn over of **FY** -2515-16, 2016-17, 2017-18certified by Chartered Accountant.

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 Annual Maintenance Contract for Electrical and allied Works in FPI Campus,

This is to certify that << COMPANY / PARTNERSHIP FIRM NAME / AGENCY>> is not blacklisted by Government of Karnataka or any of its agencies for any reasons, whatsoever and not blacklisted 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 31-03-2019.

Place:
Date:

**SIGNATURE OF TENDERER
WITH OFFICIAL SEAL**

ANNEXURE – 7**CHECK LIST****Tender to provide Annual Maintenance Contract for Electrical and allied Works in FPI Campus, Bangalore.**

The Tenderer shall check the following parameters before submitting the tender

| | Enclosure Details | Remarks |
|----|---|---|
| 1 | Name & Address of Tenderer with photograph | Yes / No |
| 2 | Documents in support of pre-qualifying requirements <ol style="list-style-type: none"> 1 Three years contract details & value 2 Client details 3 Work orders 4 Completion certificate 5 3years Annual Turnover certified by CA 6 3 years Profit & Loss A/c 7 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. | Yes / No |
| 4 | Payment of EMD of Rs.35,000/- (Thirty thousand only). If EMD exemptin claimed – a valid certificate to be uploaded(NSIC) | Yes / No |
| 5 | Copy of GST registration Certificate (self-attested) | Yes / No |
| 6 | Copy of income tax returnfor last three financial years(self-attested) – FY 2015-16, 2016-17, 2017-18. | 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/Voter ID of Proprietor or Partner in case tenderer is proprietor or partner as proof of identity | Yes / No |
| 10 | The signature and photograph should match with the identity and signature proof. | Yes / No |
| 11 | Power of Attorney in the name of the person who is authorized to attend tender meeting | Yes / No |
| 12 | Annual Turnover Statement enclosed(certified by Chartered Accountant) | Yes / No |
| 13 | Valid License No. (issued by PWD / State Electrical authority) 2) Category 3) Validity period | Yes / No |
| 14 | Registration details: <ul style="list-style-type: none"> - ESI - EPF - Labour Laws/Local bodies (pl. specify) | Yes / No Yes / No Yes / No |

Annexure - 7

| | | |
|----|--|----------|
| 15 | 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 |
| 16 | Bank details furnished | Yes / No |
| 17 | Registration obtained and valid from Labour Department, Govt. of Karnataka, | Yes / No |
| 18 | Other statutory details, if any. | Yes / No |
| 19 | Tendering document duly uploaded in all respects | Yes / No |

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

ANNEXURE – 8

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 “the Works”) and the FPI has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....(**do not fill now, fill after awarding contract**)

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Common Seal of _____ was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of FPI _____

Binding Signature of Contractor _____

FINANCIAL BID**ANNEXURE - 9****Tender to provide Annual Maintenance Contract for Electrical and allied Works in FPI Campus,**

(Note: This table has to be filled in by the prospective Tenderer without fail, should submit separately, pl do not submit with Technical Bid.)

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

A. Remuneration to Personnel:

1 The financial bids of are as quoted below:

(Amt. in Rs.)

| | Position | Staff (No.) | Unit Rate / PM | No of Months | AMC Amount / PA | |
|----------|--|--------------------|-----------------------|---------------------|--------------------------|-----------------|
| | | (A) | (B) | (C) | D = [(A x B) x C] | |
| | | | | | (figures) | (words) |
| 1 | Supervisor: (General Shift only)* | 1 No.* | | 12 months | | |
| 2 | Helper / worker : 5 Electricians + 1 Air Conditioner Technician + 1 leave reserve | 7 No. * | | 12 months | | |
| 3 | Service Charges / PA | | LS** | 12 M | | |
| | Total | | | | | |

*Pl refer Condition No. 23, i.e. Man-Power requirement, page No.28

** LS= Lump sum amount

2 Analysis of the amount quoted:

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

(Amt. in Rs.)

| Sl No. | Particulars | Supervisor /PM | Helper / Worker /PM |
|---------------|--|-----------------------|----------------------------|
| 1 | Basic wage | | |
| 2 | DA / VDA | | |
| 3 | ESI- EmployerContribution @% | | |
| 4 | ESI- Employee Contribution @% | | |
| 5 | EPF- Employer Contribution - EPF @% | | |
| 6 | EPF- Employee Contribution - EPF @% | | |
| 6 | Other allowance – pl specify | | |
| 7 | Service Charges @% | | |
| | Total (A) = (1 to 7) | | |
| 8 | GST @% | | |
| 9 | Others – levies / taxes etc. (Pl specify) | | |
| | Total (B) = (8 + 9) | | |
| | Grand Total (A + B) | | |

(Note: ESI and EPF rates should be as per the prevailing ESI/EPF acts and rules)

Contd...

Note:

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

Certified that I/ We have read the instructions given in the tender documents. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

Place: _____

Signature of Tenderer

Date : _____

(with seal)

Foot Note - 1:

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

Foot Note - 2: Bids Tie-break:

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

Fiscal Policy Institute**Annexure - 10****Standard Operating Procedure (SOP) - Electrical & Allied Works :**
(for reference)

| Day to Day | Periodical | Break down | Remarks |
|--|--|--|----------------|
| 1) Ensuring Electricity connection in all blocks, including street lights. 2) Ensuring Electricity connection in A/c systems. 3) Operation of A/C Systems. 4) Operation of LT panels. 5) Operation & Maintenance of 500KVA and 100KVA transformers 6) Operation and maintenance of 250KVA DG set. 7) Supply & replacement of worn out bulbs, tubes and switches. 8) Operation and maintenance of Geysers, T.V.s 9) Monitoring of lift. 10) UPS & Batteries maintenance. | 1) 500KVA and 100 KVA transformer servicing once in a year, during July/August. 3) Servicing by descaling Electrical Geysers, in Hostel/Guest house blocks during August and March. 4) General Servicing of all AC units once in a year during Jan. 5) Complete Servicing of UPS and Batteries if required in consultation with OEM once in 6 months Feb and Aug. 6) Complying with the statutory authorities, BESCOM and Electrical Inspectorate. | 1) DG set Break down should report to the AMC contractor 2) Shall facilitate temporary arrangement, if there is a breakdown of Transformers, LT , UPS and DG or any other electrical equipment which needs immediate temporary arrangement. * *All supply require prior approval of FPI. | |

Note: This SOP is for general reference, the scope of work is not limited to SOP, it will be revised from time to time
