

Government of Karnataka



State Institute of Urban Development

Lalithamahhal Road, Mysuru – 570 011.

Tel: +91-821-2520116/163 /164

Email:directorsiud@gmail.com / directorsiud@yahoo.co.in Web: www.siudmysore.gov.in

Short Term Tender Document for

Providing Office Personnel through Outsourcing for State Institute of Urban Development, Mysuru for a period of ONE Year

(Through e-procurement Portal Only)

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

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Short Term Tender Notification

INVITATION FOR TENDER

(IFT)

(ONLY THROUGH E- PROCUREMENT)

SCHEDULE OF EVENTS

Sl. No.	Events	Date, Timings and Venue
1	Tender Reference No. (IFT No)	Short Term Tender Document for Providing Office Personnel through Outsourcing for the State Institute of Urban Development, Mysuru for ONE Year. No. SIUD/EST/CR-16/2018-19 Date: 04.01.2019
2	Date of Publication of Tender	04.01.2019
3	Pre- Bid Meeting	09.01.2019 03.30 pm
4	Last date and Time for receipt of Tender	14.01.2019 05.30 pm
5	Time and date of opening of Technical Bid	17.01.2019 11.30 am
6	Time and date of opening of Financial Bids	21.01.2019 11.30 am
7.	Address for Communication	The Deputy Director, State Institute of Urban Development ATI Campus, Lalitha Mahal Road, Mysuru- 570 011. SIUD Director , 0821-2520116/163/164 Email- directorsiud@gmail.com

Government of Karnataka



State Institute of Urban Development

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No. SIUD/EST/CR-16/2018-19

Date: 04.01.2019

SHORT TERM TENDER NOTIFICATION

Sub:- Tender Document for Providing Office Personnel through Outsourcing for the State Institute of Urban Development, Mysuru for ONE Year.

Tenders are invited from outsourcing firms through e-procurement portal for **Providing Office Personnel through Outsourcing for the State Institute of Urban Development, Mysuru for ONE Year.**

The tender document may be downloaded from www.eproc.karnataka.gov.in website only.

For additional information, you may contact the Deputy Director, SIUD, Mysuru -570 011, Phone No: 0821-2520116/163/164.

Deputy Director
SIUD, Mysuru

Providing Office Personnel through Outsourcing for State Institute of Urban Development, Mysuru for a period of ONE Year

Section I: Invitation For Tenders (IFT)

No.SIUD.EST.CR-16/2018-19

Dated : 04.01.2019

1. The **Director, State Institute of Urban Development, Lalithamahhal Road, Mysuru** invites tenders from eligible tenderers for providing services listed below:

Providing Office Personnel through Outsourcing for the State Institute of Urban Development, Mysuru for ONE Year.

- 1a.** Two level Tender procedure as per Rule28 of the KTPP Act shall be followed.
The Tenderers are required to submit the **Technical Bid tender** which will be opened first and the **Financial Bid Tender** which will be opened only if the **Tenderer** is found to be technically qualified to provide the services.
- 1b. Tenderers are advised to note the technical criteria specified in Section VII (ANNEXURE-I) to qualify for award of the contract.**
2. Tender documents may be downloaded from the website of e-Governance, Government of Karnataka, through the website <http://eproc.karnataka.gov.in>.

The tenderers have to deposit the Earnest Money Deposit (EMD) to the account of e- governance / e-portal for Short Term Tender Document for Providing Office Personnel through Outsourcing for the State Institute of Urban Development, Mysuru for ONE Year.

Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days **beyond** the validity of the tender.

3. Tenders must be submitted to the **Deputy Director, State Institute of Urban Development, Lalithamahhal Road, Mysuru** **on or before 05.30 pm on 14.01.2019** through the e-procurement portal through the website <http://www.eproc.karnataka.gov.in> . **A pre-bid meeting will be held on 09.01.2019 at 03.30 pm** at conference hall, SIUD, Mysuru-570 011.
4. **The Technical Tender will be opened on: 17.01.2019 at 11.30 am and financial Tender will be opened on 21.01.2019 at 11.30 am** in the presence of the tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the very next working day at the same time and venue.
5. Other details can be seen in the tender documents.

6. For any additional information regarding the above tender, the tenderers who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10.30 am to 05:30 pm).
7. List of documents to support qualification of bidder is to be uploaded to the e procurement website www.eproc.karnataka.gov.in.
8. Tender Accepting Authority reserves the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.
9. Unsigned tender documents are rejected without any liability.

DEPUTY DIRECTOR
SIUD, MYSORE

SECTION -II: INSTRUCTIONS TO TENDERERS (ITT)

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SECTION II: INSTRUCTION TO TENDERERS (ITT)

A. Introduction

The **Deputy Director, State Institute of Urban Development**, Lalithamahal Road, Mysuru. (Referred to as Purchaser in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers for **Providing Office Personnel through Outsourcing for the State Institute of Urban Development, Mysuru for ONE Year**. as detailed given in the Invitation for Tenders (IFT).

1. Eligible Tenderer:

1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation of Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

2. Cost of Tendering:

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and **The Director**, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents

3.1 The services required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

- (a) Instruction to Tenderers (ITT);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications / qualification criteria
- (f) Tender Form & Price Schedules;
- (g) EMD Form;
- (h) Contract Form;
- (i) Performance Security Form;
- (j) Performance Statement Form;
- (k) Manufacture's Authorization Form: and – Not Applicable
- (l) Equipment and quality control Form – Not Applicable

3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

4. Clarification of Tender Documents

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than 5 days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers which have received the tender documents.

4.2 The purchaser may hold a pre-bid meeting of prospective bidders in case if any clarification so sought by the bidders prior to the deadline for the submission of tenders.

A pre bid meeting is scheduled to be held on 09.01.2019 at 03.30 pm at SIUD, Lalitha Mahal Road, Mysuru-570011.

5. Amendment of Tender Documents

5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment and the amendments will be published through the e-portal.

5.2 Amendment will be through e-procurement Platform.

5.3 To allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tender

6. Language of Tender

6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided that they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Constituting the Tender

7.1 The Tender prepared by the Tenderer shall be uploaded to the e-portal. Any tenders received in manuscript will be rejected

(a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10;

(b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if

its tender is accepted;

- (c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and
- (d) Earnest money deposit furnished in accordance with ITT Clause 13.

8. **Tender Form**

8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

9. **Tender Prices**

9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the Services it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the '**Schedule of Requirements**' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

9.2 Percentage of service charges indicated on the tender Schedule shall be entered separately in the following manner:

- i) The price of the services, quoted shall include all applicable taxes.- **NA**
- ii) Taxes means, any Indian duties and other taxes which will be payable on the Services if this Contract is awarded; - **NA**
- iii) the price for inland transportation, insurance and other local costs incidental to providing the services to their final destination; and - **NA**
- iv) the price of other incidental services listed in Clause 4 of the **Special Conditions of Contract. -NA**

9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

10.1 Prices shall be quoted in Indian Rupees

11. Documents Establishing Tenderer's Eligibility and Qualifications

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

- (a) that the Tenderer has the financial, technical, and providing services capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

[Note: Supplies for any particular item in each schedule of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturer's for the same item of the schedule in the tender will be treated as non-responsive.]

- (b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (ii) Details of experience and past performance of the tenderer on services offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested proforma given in **Section XII – Proforma for Performance Statement for the last 3 years**)

12. Documents Establishing Eligibility and Conformity to Tender Documents

12.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the services to the tender documents may be in the form of literature, drawings and data, and shall consist of :

- (a) A detailed description of the essential technical and performance characteristics of the goods ;\

- (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(b) above, the Tenderer shall note that standards for workmanship, quality of services and duties and activities of required services designated by the Purchaser in his Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications. ----
Not Applicable`

13. Earnest Money Deposit (EMD)

- 13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.
- 13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.
- 13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:
 - (a) At the tenderer's option, be in the form of either a certified cheque, pay order, letter of credit, a demand draft, or a bank guarantee from a Nationalized/Scheduled Bank located in India or specified small savings instruments;- **(as per e-portal)**
 - (b) The bank guarantee be substantially in accordance with the form of earnest money deposit included in **Section VIII** or other form approved by the Purchaser prior to tender submission;
 - (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;
 - (d) be submitted in its original form; copies will not be accepted; and
 - (e) remain valid for a period of 45 days **beyond** the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.

- 13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.
- 13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.
- 13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.
- 13.7 The tender security may be forfeited:
- (a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or
 - (b) in case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the Contract in accordance with ITT Clause 30; or
 - (ii) to furnish performance security in accordance with ITT Clause 31.

14. Period of Validity of Tenders

- 14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

- 15.1 The Tenderer shall prepare two copies of the tender, clearly marking each "**Original Tender**" and "**Copy Tender**", as appropriate. In the event of any discrepancy between them, the original shall govern (**as per e-portal**).
- 15.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

15.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

D. SUBMISSION OF TENDER

16. Tender Submissions

16.1 (A). Technical Bid details and (B). Financial Bid details shall be uploaded on www.eproc.karnataka.gov.in portal only. The heading of the Tender shall be written as Providing Office Personnel through Outsourcing for the State Institute of Urban Development, Mysuru for ONE Year. - As Per **e-Procurement** only

16.2 Tender Reference No: SIUD.EST/CR-16/2018-19 Date: 04.01.2019

16.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the following address: -
As per e- Procurement only

(b) bear the Project Name, the Invitation for Tenders (IFT) title and number, and a statement "Do not open before ——— hours on ———." – **As per e-Procurement only**

16.4 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared "late". As per **e-Procurement** only

16.5 If the outer envelope is not sealed and marked as required by ITT Clause 16.2, the Purchaser will assume no responsibility for the tender's misplacement or premature opening.

16.6 Telex, cable or facsimile tenders will be rejected.

17. Deadline for Submission of Tenders

17.1 As mentioned in the e-Procurement Portal

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

18.1 Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17, will be rejected.

19. Modification and Withdrawal of Tenders

- 19.1 The Tenderer may modify the contents of the Technical Bid and Financial Bid or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.
- 19.2 Refer e-Procurement portal
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer, on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. Tender Opening and Evaluation of Tenders

20. A. Opening of Technical Bid Cover of Tenders by the Purchaser

20.1(a) The Technical tender will be opened before the bidders on the appointed date & time on e-Procurement Portal. The date & time is **17.01.2019 at 11.30 am**

The Purchaser will open financial tenders, in the presence of Tenderer and/or his representatives who choose to attend **on 21.01.2019 at 11.30 am** Office of the Director, SIUD, Lalitha mahal Road, Mysuru

The Tenderers' representatives who are present shall sign a register evidencing their attendance. The tender shall be opened on the e-platform even when no tenderers representative are present at the appointed date and time. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day. Any representatives who attended the meeting of tender opening process shall bring the authorisation letter from the tenderer.

20.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at tender opening, except for late tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 18.

20.3 Tenders (and modifications sent pursuant to ITT Clause 19.2) that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

20.4 The Purchaser will prepare minutes of the tender opening.

21. Clarification of Tenders

21.1 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination

22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorization from the supplier shall be treated as non-responsive.

22.1.1 Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

22.4 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

23.2 The Purchaser's evaluation of a tender will exclude and not take into account:

- (a) any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

23.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price such price to include all costs as well as duties and taxes paid or payable and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:- **NA**

- a) cost of insurance and other costs within India incidental to the delivery of the services.
- b) delivery schedule offered in the tender;
- c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- d) the cost of components, mandatory spare parts and service;
- e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;
- f) the projected operating and maintenance costs during the life of the equipment; and
- g) the performance and productivity of the equipment offered.

23.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied: **NA**

- (a) **Insurance and Incidentals:**
 - (i) Insurance and other incidentals for delivery of services as stated in ITT Clause 9.2
 - (ii). The above costs will be added to the tender price.
- (b) Delivery Schedule:
 - (i) The Purchaser requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each tender after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other tenders at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the tender price for evaluation. No credit will be given to earlier deliveries and tenders offering delivery beyond 3months of

stipulated delivery period will be treated as unresponsive.

(c) **Deviation in Payment Schedule: NA**

- i. The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of **18%** percent per annum.

(d) **Cost of Spare Parts: NA**

- (1) Appendix to the Technical Specifications lists the items and quantities of major assemblies, components and selected items of spare parts, likely to be required during the initial year period of operation of the plant. The total cost of these items and quantities at the unit prices quoted in each bid will be added to the tender price.

OR

- ii. The Purchaser will draw up a list of high usage and high value items of components and spare parts along with estimated quantities of usage in the initial year period of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the tender price.

OR

- (iii) The Purchaser will estimate the cost of spare parts usage in the initial year period of operation, based on information furnished by each tenderer as well as on past experience of the Purchaser or other Purchasers in similar situations. Such costs shall be added to the tender price for evaluation.

(e) **Spare Parts and After Sales Service Facilities in India:**

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the tender documents, if quoted separately, shall be added to the tender price.

(f) **Operating and Maintenance Costs:**

Since the operating and maintenance costs of the equipment under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated as follows:

- I. fuel costs shall be based on kms/hours of operation per year for years at a fuel price of Rs.....;
- II. spare parts costs shall be based on kms/hours of operation based on the guaranteed figures provided by the Tenderer in response to of the

Technical Specifications or based on past actual figures for similar equipment already in use with the Purchaser; and

III. all future costs will be discounted to present value at a discount factor of .10 percent.

(g) Performance and Productivity of the Equipment: **NA**

(i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of Rs..... will be added to the tender price, representing the capitalized cost of additional operating costs over the life of the plant using the methodology specified in the Technical Specifications; OR

(ii) Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the tender price using the methodology specified in the Technical Specifications.

24. Contacting the Purchaser

24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of contract

25. Post qualification

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (a) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's financial, technical and services capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria

26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Purchaser's right to vary Quantities at Time of Award

27.1 The purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of number of personnel of originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

28.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

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

29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32. Corrupt or Fraudulent Practices

32.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

- (a) defines, for the purposes of this provision, the terms set forth as follows :
 - (i) “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; and
 - (ii) “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 Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non- competitive levels and to deprive the Government of the benefits of free and open competition;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)
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SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

A. Introduction

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) **"Services"** means services ancillary to the **Tender Document for Providing Office Personnel through Outsourcing for the State Institute of Urban Development, Mysuru for ONE Year. .**
- (d) **"GCC"** means the **General Conditions of Contract** contained in this section.
- (e) **"SCC"** means the **Special Conditions of Contract**.
- (f) **"The Purchaser"** means Director, SIUD
- (g) **"The Purchaser's country"** is the country India
- (h) **"The Supplier"** means the individual or firm providing services as per **Tender Document for Providing Office Personnel through Outsourcing for the State Institute of Urban Development, Mysuru for ONE Year. .**
- (i) **"The Government"** means the Government of Karnataka State.
- (j) **"Day"** means calendar day.
- (k) **"Director General" (DG)** means the Director General of SIUD
- (l) **"Director"** means Director of SIUD
- (m) **"SIUD"** means **State Institute of Urban Development, Lalitha Mahal Road, Mysuru**
- (n) **NA** means not applicable

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The service provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the services' country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a

person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India. - NA

6. Performance Security

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of **5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations.**

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/ Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
- (b) A cashier's cheque or Banker's certified cheque, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
- (c) Specified small savings instruments pledged to the Purchaser.

6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

6.6 Failure to submit the bank guarantee for providing service in the period specified above will constitute sufficient ground for forfeiture of the performance guarantee.

7. Inspections and Tests- NA

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 7.6 **Manuals and Drawings- NA**

7.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing-

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated

in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit
.- NA

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser. - NA

8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following: - NA

h) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number. – NA

9. Delivery and Documents- NA

9.1 Delivery of the food items shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. (The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.)

10. Insurance- NA

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and Strikes.

11. Transportation-NA

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price

12. Incidental Services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of the on-site assembly and/or start-up of the supplied

- Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. Spare Parts- NA

- 13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and - **NA**
 - (b) In the event of termination of production of the spare parts: - **NA**
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and - **NA**
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested. - **NA**
- 13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 3 months of placement of order. - **NA**

14. Warranty -NA

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. - **NA**

14.2 This warranty shall remain valid for 5hours of operation or 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 15 months after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either: - **NA**

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.6 - **NA**

14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. - **NA**

14.4 Upon receipt of such notice, the Supplier shall, within the period of 7days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months. - **NA**

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 8days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. - **NA**

15. Payment

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (**60**) days after submission of the invoice or claim by the Supplier.

15.4 Payment shall be made in Indian Rupees.

16. Prices

16.1 Prices payable to the supplier as stated in the contract shall be based on the

performance of the contract.

17. Change Orders

17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; - **NA**
- b) the method of shipping or packing;
- c) the place of delivery; and/or
- d) the Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within **thirty (30) days** from the date of the official order of the Purchaser's change order. - **NA**

18 Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the both parties.

19 Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract to any other agency/agencies except with the Purchaser's prior written consent.

20 Subcontracts

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub- contracts shall be only for bought out items and sub-assemblies. - **NA**

20.2 Subcontracts must comply with the provisions of GCC Clause 2. - **NA**

21 Delays in the Supplier's Performance

21.2 Delivery and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

21.3 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.4 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22 **Liquidated Damages**

22.1 Subject to GCC Clause 11, if the Supplier fails to or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price.. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 13.

23 **Termination on Default**

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) if the Supplier fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 11; or
- b) if the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing 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 purchaser 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 purchaser of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24 **Force Majeure**

24.1 Notwithstanding the provisions of GCC Clauses 11, 12, 13 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other

failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "**Force Majeure**" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, earthquake or any other natural calamities.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25 **Termination for Insolvency**

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

26 **Termination for Convenience**

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27 **Settlement of Disputes**

27.1 The Purchaser and the supplier shall make every effort to resolve disputes amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention

to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the services under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any money due the Supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or will full misconduct, and in the case of infringement pursuant to GCC Clause 5

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, GST road permits, etc which ever are applicable., incurred until delivery of the contracted Goods to the Purchaser.

32.2 Tenderers shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Services to the Purchaser.

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)
TABLE OF CLAUSES**

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2.	Inspection and Tests (GCC Clause 7)
3.	Delivery and Documents (GCC Clause 9)
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6.	Settlement of Disputes (GCC Clause)
7.	Notices (GCC Clause)
8.	Progress of Supply
9.	Right to use defective equipment
10.	Supplier Integrity
11.	Supplier's Obligation
12.	Patent Rights

SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. **Definitions (GCC Clause 1)**

- (a) The Purchaser is The Director, SIUD, Lalithamahal Road, Mysuru-11
- (b) (b) The Supplier is

2. **Inspection and Tests (GCC Clause 7)**

The following inspection procedures and tests are required by the Purchaser:

3. **Delivery and Documents (GCC Clause 9)**

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) .Four¹¹10 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii) Four¹¹ Copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. **Incidental Services (GCC Clause 12)**

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price

5. **Payment (GCC Clause 15)**

- i. On Delivery: Eighty percent of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in SCC Clause 3 above; and

- ii. On Final Acceptance: the remaining twenty percent of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery

Note:

- i. Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;
- ii. The LC will be confirmed at Supplier's cost if requested specifically by the Supplier;
- iii. If LC is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.

6. Settlement of Disputes (GCC Clause 17)

The dispute settlement mechanism to be applied pursuant to GCC Clause 17 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

7. Notices (GCC Clause 21)

For the purpose of all notices, the following shall be the address of the Purchaser and Tenderer.

Purchaser: The Director, SIUD, Lalitha Mahal Road, Mysuru – 570 011.

Tenderer: (To be filled in at the time of Contract signature)

.....

8. **Progress of Supply**

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under13:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity despatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract
(in case of stage-wise inspection, details required may also be specified).

9. **Right to use defective equipment:**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

10. **Supplier Integrity:**

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

11. **Supplier's Obligations:**

The Tenderer is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

The following Special Conditions of Contract shall supplement the above mentioned conditions and General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

2. Bidders who wish to participate in the tender process must deposit the EMD and E-Tendering amount to the account of the e-governance department (e-Payment only i.e., Online Payment/Credit Card/Debit Card/O.T.C/NEFT Challan – NEFT Challan request must be made at least 2 days prior to receipt of filled Tender Documents)
3. The tenderer is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The departments shall not be responsible for non-accessibility of e-procurement portal due to internet connectivity issues and technical glitches.
4. EMD payments through e-Payment mode shall be made as one single transaction and payments made in part are liable for rejection.
5. Bidder must provide the following documents. All the **documents should be scanned and uploaded along with the tender document without fail**. Failure to do so will result in the rejection of tender. The details of required documents are as follows:
 - 5.1 Valid Firm / Company Registration Certificate obtained under the Karnataka Labour Act (Labour Department)
 - 5.2 Valid EPF Registration Certificate issued by the Department of EPF
 - 5.3 Valid ESI Registration Certificate issued by the Department ESI
 - 5.4 PAN Number
 - 5.5 Income Tax returns filed for the last three Assessment Years (from A.Y. 2016-17, 2017-18, 2018-19)
 - 5.6 The bidders must upload ITR, authorized Balance Sheet, Profit & Loss A/c. and turnover details certified by Chartered Accountant for the last 3 Financial years (F.Y 2015-16, 2016-17 & 2017-18).
 - 5.7 Valid GST register number issued by Commercial Tax Department / Central Excise Department.
 - 5.8 Experience Certificate in providing man power services to reputed service users for Last Three years to be filled and uploaded in Section XII and Proforma A of which the work done amount should be atleast a 80% of the tender amount specified in this document for atleast one of the three years.
6. The bidders must mention **the service charges in percentage**.
7. The rates quoted are in accordance with the Prevailing Minimum Wages Act.
8. If the bidder quotes 0% and negative percentage (-%)the bid is liable for **rejection**.
9. The successful tenderer should submit 5% of the total amount as performance security deposit in the form of bank guarantee/ DD/Fixed deposit within 21 days from the date of issue of letter of acceptance. If the agency fails to do so then the EMD amount will be forfeited.
10. The Successful tenderer will have to start working from the date ordered by the Director. The Contract will be for a period of 12 months. The Director reserves the right to terminate the contract at short notice of one month.
11. Successful bidder should provide **16 Office Personnel** as specified in the tender by SIUD, Mysuru. The agency should not withdraw and transfer their staff from SIUD to other places without the permission of the Director. If the agency violates the above conditions action will be taken against the agency as per tender regulations.
12. The agency should not transfer and sub-let the contract to others. If the agency transfers and sub-lets the contract to others, it will then be treated as violation of the

tender agreement and the contract will be terminated and the security deposit will be forfeited.

13. The agency should provide 01 day leave with salary per month for the allocated manpower. If the agency fails to do so, it will attract penalty as per penalty clause.
14. The personnel must not have any criminal cases, any FIR pending against them and must work in the shifts allotted to them. Police verification certificate for each of the deployed personnel is mandatory.
15. The agency should provide compensation to their employees and are responsible for the employees. If the allocated employees of the agency cause any loss or damage to the organization (SIUD) then the agency should compensate for the same and the organization is not responsible.
16. The agency should remit all applicable PF, EPF, ESI as per the acts and rules for the provided staff.
17. The agency should pay the salaries of all the provided staff in advance before 5th of every month and should not await submitting bills for respective months to the organization for reimbursement.

18. Payment Terms & Conditions:

- 18.1 The proof for payment of PF, ESI, Service Taxes are to be produced for the previous month to accept and pass the bill for payment.
 - 18.2 The payment to the agency will be made on monthly basis. Bill shall be submitted within 5 working days after completion of the month. All payments shall be made through RTGS.
 - 18.3 Income Tax & GST (TDS) will be deducted at Source at the prevailing rates as per the rules.
 - 18.4 Bills will be paid only if the services of the agencies are satisfactory
 - 18.5 The agency should make payment as approved in the contract and not less than the minimum wages as per the Prevailing Karnataka Minimum Wages Act the payments shall be made by adjusting the amount to their Bank accounts of the employees and produce copy of adjustment for making payments.
19. The institute will bear additional cost due to changes in statutory payments like min wages, PF, ESI
 - 19.1 Any change in the working staff must be intimated to the Director, SIUD well in advance.
 20. The agency should provide ID card.
 21. The awarded agency should ensure transfer of ESI, PF and EPF amount of respective employee to their individual accounts and submit the challans for the same to the organization along with the monthly bill. After scrutiny of the above deductions the organization will cross check all the above deductions from respective authorities and if the agency fails to do so, then the contract will be terminated and the performance security deposit of the agency will be forfeited.
 22. The agency should remit applicable GST paid by SIUD to the Government and agency should submit the challans for the same along with other deductions (ESI, PF and EPF) to the organization during submitting bills.
 23. The salaries of all the provided staff should be deposited within the 5th of every month

- without fail to their respective savings bank account. All payments will have to be made by RTGS. If it fails to do so, then it will be penalized as per penalty clause.
24. Payment will be made as per the agreed tender price. Requests for increase in the tender price will not be entertained at any point of time.
 25. The ESI list of the employees must be separately enclosed with the monthly bill.
 26. The responsibility of granting leave, bonus etc. as specified by the Government lies with the agency and the Institute is absolved of any responsibility regarding this.
 27. Successful tenderer should execute a bond of contract to the effect that he/she will follow rules, regulations and conditions of the tender and of the contract that is entered between the Agency and SIUD.
 28. If any of the above conditions are violated, the organization reserves the right to cancel the contract by issuing a month's notice to the agency and the service for the remaining period will be awarded to L2 bidder and expenditure incurred will be deducted from the performance security deposit of the pervious agency.
 29. In case of accidents/problems encountered by the employees while performing duty at Institute and in relation to it then the compensation must be paid in accordance with the Workman Compensation Act by the agency itself.
 30. The manpower provided by the agency should have good behaviour, obedience, good health and physical fitness.
 31. In case two or more bidders quote the same price then the past experience and past track record of the agency will be considered for the award of tender and the final decision regarding this will rest with the tender accepting authority.
 32. The right to award the tender to a firm with irrefutable reputation even though they are not L1 rests with the Tender Accepting authority.
 33. The agency must strictly adhere to the rules laid down by the Labour Department.
 34. The price bid of the tender is a confidential process until the opening of the financial bid by the tender inviting authority. The bidders must not try to establish contacts which are questionable in nature with the tender inviting authority and Tender Scrutiny Committee. Such acts will lead to disqualification of tender.
 35. In order to carry out the tender process in good faith, the bidders cannot take any of the members involved in the tender process to court.
 36. If the agency fails to start the process as per the agreement then the security deposit and EMD of the agency will be forfeited and the tender will be cancelled after giving a month's notice.
 37. The Performance Security amount of the successful tenderer will be returned only after the successful completion of the tender period and after verifying that all the pending salaries, ESI and EPF have been paid.
 38. The bidder shall ensure credit of Tender processing Fee and EMD into the respective receiving bank accounts of e-procurement on or before the last date of bid submission.
 39. The participating Tenderers should not make any complaint against Non- accessibility of e-procurement portal due to internet connectivity or any technical issues. The organization is not liable for the same.
 40. The Acts and Rules of KTPP Act 2000 are applicable for this tender.
 41. **Only eligible tenderers** who have submitted their **technical bids** along with all the required valid documents, details and information will be considered for opening of

financial bid.

42. Tenders with pre conditions will be rejected.
43. The Director, SIUD, Mysuru reserves the right to accept and reject the tenders without citing any reasons.
44. More information regarding e-tendering can be obtained from <http://eproc.karnataka.gov.in> or contact e-procurement helpdesk 080- 22485867 and 22485927
45. For any other information / clarification the bidders can contact the Director, SIUD, Lalithamahhal Road, Mysuru – 570011 during office hours.
46. The tender documents will be available online from 05.01.2019 and the last date for the submission of the tenders is 14.01.2019 at 05.30pm
47. Tenderer can contact our Office on the following telephone numbers; **0821-2520116/163/164**

DURATION OF AGREEMENT:

- a) The tender shall be valid for a period of **ONE year** starting from the forenoon of first day till last day (afternoon) of the contract
- b) Contract may be terminated by the **SIUD Mysuru** at any time by giving one month's notice in writing to the agency / firm without assigning any reasons thereof and the decision to do so shall be final. **SIUD Mysuru** shall not be responsible for any loss, damage etc. incurred to the agency as a result of the termination of the contract. **SIUD Mysuru** shall be free to take due action for appointment of a new agency / firm during the period under notice or thereafter. In that event also the agency / firm shall refund the maintenance charges towards the unexpired portion of the original agreement period within 15 days of the termination of the agreement failing which interest at the rate of 18% P.A shall be payable by the Agency / Firm for the period of delay for refund.

12. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

SECTION V: SCHEDULE OF REQUIREMENTS (SR)

1. The bidder shall **Provide Office Personnel through Outsourcing for the State Institute of Urban Development, Mysuru for ONE Year** details are as follows;

SI No	Designation of Employee	No. of Posts	Educational Qualifications	Experience
1	Account Assistant (Tally)	1	B.Com with tally	5 years experience out of which at least 3 years experience in Govt./Quasi Govt./related
2	Computer Assistant (Hardware/ Software)	1	Any Graduate with Hardware and networking	3 years experience in Govt./Quasi Govt./related
3	Clerk/Computer Operators/Data Entry Operator/ Office/ Training Assistant	08	Any Degree and Computer knowledge with Kannada and English Typing 50 words Per Minute.	3 years experience in Govt./Quasi Govt./related field.
4	Driver cum Helper	3	7 th Std	LMV/HMV license holders, having 02 years driving experience
5	Attender/peon	3	7 th Std	-
	Total	16		

Notes:

1. The personnel provided shall possess skill, knowledge and attitude to the satisfaction of the Director, SIUD, Mysuru.
2. All the above personnel shall be approved to be fit for work by a panel of Officers/ Faculty approved by Director, SIUD.
3. The experience certificates presented for the requisite number of years of service shall be from reputed service users only.
4. No Personnel provided by the Agency shall have any case against him in any court of law.
5. The attendance of all the employees will be biometric based.
6. Biometric attendance shall be taken two times in a day and such attendance shall be available to the Director, SIUD and any staff/trainee who wishes to inspect and seeks details.
7. All personnel will report at least 15 minutes before the appointed time of the office time.

2. Salary particulars:

Sl. No	Designation of Employee	No. of Posts	Pay (Gross Salary including V.D.A)	Employer PF @ 13.61% on Pay	Employer ESI @ 4.75% on Pay	Total Salary Per Month per person	Total per month = Col.3 X Col.7
1	2	3	4	5	6	7	8
1	Account Assistant (Tally)	01	20,000	Nil	Nil	20,000	20,000
2	Computer Assistant (Hardware/Software)	01	20,000	Nil	Nil	20,000	20,000
3	Clerk/Computer Operators/Data Entry Operator/ Office/ Training Assistant	08	14,446	1,966	686	17,098	1,36,784
4	Driver cum Helper	03	13,731	1,869	652	16,252	48,756
5	Attender/peon	03	12,092	1,646	574	14,312	42,936
		16					2,68,476

The Total amount put to tender: For a period of one year (2,68,476 x 12) = ₹ 32,21,712/-

Important Note:

1. Tenderer should quote **service charge only**. The service charge should be quoted in **percentage only**.
2. Service charge with value of zero or negative will be summarily rejected
3. GST will be paid by the institute as per the rules.
4. The institute will bear additional cost due to changes in statutory payments like min wages, EPF, ESI.

Amount put to Tender : ₹ 32,21,712/-

EMD Amount: ₹ 64,440/-

3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka. The agencies participating in the tender must not be black listed by any Department/Organisation. A self-declaration in this regard must be submitted. If any of the participating bidders are found to be black listed then such tender bids will be rejected.
4. Bidder must have not less than 03 years experience (from 2015-16,2016-17, 2017-18) in the same line with any Government Institution / Organization / Department and satisfactory Certificates obtained from the service user organisation also mentioning the total cost of the tender must be compulsorily uploaded at the time of applying tender. Tenders without relevant experience certificates issued by the service user organisation will be rejected.

5.Outsourcing Services Penalty

- (a) In case of delay in payment to the employees exceeds 5th of every month, Rs 100/- per employee per day will be deducted from the Bill amount.
 - (b) In case of delayed joining of duty that is beyond 30 minutes, a penalty of Rs. 50/- will be imposed in each case.
 - (c) Indiscipline & misbehaviour by personnel a fine of - Rs.500/- in each case and the personnel shall be sent back to the Agency and shall not to be deployed again.
 - (d) The Officer in charge or any official deputed by SIUD will have the liberty to inspect daily or periodically the deployment of personnel. If the inspecting officer finds any discrepancy in the working, he will report to the Director SIUD, to impose monetary penalties to an extent to **Rs 500/-** in each case for **5 instances**. Thereafter it may impose penalty of **10 % deduction** from the bill or deduction of part or whole of security Deposit or termination of the agreement at one month notice.
6. The Successful tenderer will have to start working from the date ordered by the Director. The Contract will be for a period of 12 months. The period is liable for alteration at the discretion of the Director. The Director reserves the right to terminate the contract at a short notice of one month.
7. Persons who are less than 18 years of age should not be employed. Employing child labour is strictly forbidden and violation would attract penal provisions of the law.

8. The Director, SIUD is absolved of any responsibility attached to in respect of the workers engaged by the Agency (outsourced agency contractor). All wages etc., for the workers should be properly disbursed by him and books of accounts, etc., should be made available to the committee for checking. The remuneration shall be paid on or before 5th of every month. The statutory payment such as E.S.I./E.P.F. etc should be remitted before 5th of the following month. The contractor shall produce the register maintained in this regard to the committee every month. The contractor shall conform to all labour regulations that are in force in the State of Karnataka from time to time including the Contract Labour (R & A) Act, E.S.I., E.P.F., W.C., P.W. Act, as and when applicable in respect of all persons employed by him and the Director shall not in any way be liable or responsible for any act of omissions or commission by him in this regard. The Contractor shall comply with all statutory provisions, regulations, etc. applicable from time to time.

ANNEXURE – I
SECTION VII: TECHNICAL QUALIFICATION CRITERIA

1. The Tenderer should have satisfactorily completed 80% of the amount put to tender in providing similar services to various State/Central Government, state level organization/ MNCs in any one year of the last three years' and a certificate to be enclosed in proforma –A of Section XII, to this effect.
2. The tenderer should have executed one similar service for the reputed institutions with a minimum amount of **Rs. 25,77, 370/-** in a year during the last 3 years (2015-16, 2016-17 & 2017-18)
3. **EMD for Rs 64,440 /- to be remitted to e-portal.**
4. The Tenderer must provide the following documents. All the documents should be scanned and uploaded along with the tender document without fail. Failure to do so will result in the rejection of tender. The details of required documents are as follows:
 - 4.1 **Valid Firm / Company Registration Certificate obtained under the Karnataka Labour Act (Labour Department)**
 - 4.2 **Valid EPF Registration Certificate issued by the Department of EPF**
 - 4.3 **Valid ESI Registration Certificate issued by the Department ESI**
 - 4.4 **Valid GST Registration issued by the Commercial Tax Department/Central Excise Department**
 - 4.5 **PAN Number**
 - 4.6 **Experience Certificate in providing man power out sourcing to reputed service users in the last three years to be uploaded in Section XII Proforma A (2015-16 to 2017-18)**
 - 4.7 **Income Tax returns filed for the last Five Assessment Years (from 2014-15 to 2018-19)**
 - 4.8 **The Tenderer must upload annual Turnover Statement of not less than the last 05 years audited by Registered Chartered Accountant / Auditors**
 - 4.9 **Annual Turnover should not be less than Rs. 64,44,000/- in any of one of the last Five financial years 2013-14 to 2017-18)**
 - 4.10 **Tenderer has to upload copies of ITR, authorized Balance Sheet, Profit & Loss A/c. and turnover details certified by Chartered Accountant for the last 03 years (F.Y 2015-16, 2016-17 and 2017-18).**

.....(Scanned copies of original to be uploaded)

SECTION VIII: TENDER FORM

IFTNo:No.SIUD/EST/CR:16/2018-19

Date:.....

To,
The Director,
State Institute for Urban Development,
ATI Campus, Mysuru-570 011

Sir/Madam

Having examined the Tender Documents including Agenda Nos.....[insert numbers],the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **services of office personnel through outsourcing for State Institute for Urban Development, Mysuru for a period of ONE year** in conformity with the said tender documents for the sum of (Rs_____only) or such other sums as maybe ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to provide the services of Man power in accordance with the schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the Bank guarantee/ DD/ Fixed Deposit equivalent to 5% percent of the Contract value.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be extended at any time before the expiration of that period.

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

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

.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents. Dated this.....day of20.....

(signature) (in the capacity of)
Duly authorized to sign Tender for and on behalf of

SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Whereas (*hereinafter called "the tenderer"*) has submitted its tender dated (*date of submission of tender*) for the **Providing the services of office personnel through outsourcing for State Institute for Urban Development, Mysuru for a period of ONE year** (*hereinafter called "the Tender"*)

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (*hereinafter called "the Bank"*), are bound unto (*name of Purchaser*)

(hereinafter called "the Purchaser) in the sum of _ for which payment well and truly to be made to the said service recipient, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common Seal of the said Bank this _ day of _ 2018

THE CONDITIONS of this obligation are:

1. If the Tenderer
 - a) Withdraws its Tender during the period of tender Validity specified by the Tenderer on the Tender form; or
 - b) Does not accept the correction of errors in accordance with the ITT; or
2. If the Tenderer, having been notified of the acceptance of its tender by the purchaser during the period of tender validity:
 - a) Fails or refuses to execute the Contract form if required; or
 - b) Fails or refuses to furnish the performance security, in accordance with the instruction to Tenderers; We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed be it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

..... (Signature of the Bank)

SECTION X: CONTRACT AGREEMENT FORM

THIS AGREEMENT made theday of....., 20... Between
(Name of purchaser) of (Country of Purchaser) (hereinafter called "the Purchaser")
of the one part and (Name of Supplier) of (City and Country of
Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that services viz.,
..... (Brief Description of Services) and has accepted a tender
by the Supplier for the supply of services in the sum of (Contract Price in
Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the services and the remedying of defects therein, 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.

Brief particulars of the services which shall be supplied/provided by the Supplier are as under:

In witness whereof the parties and State Institute for Urban Development, Mysuru to this agreement have signed this indenture in the presence of the following witnesses.

for Contractor

for SIUD, Mysuru

(Signature with Name, Designation
and Office seal)

Director

1)

Witness:

Witness:2)

SECTION XI.
PERFORMANCE SECURITY BANK GUARANTEE FORM

To: (Name of Purchaser)

WHEREAS (Name of Supplier)
hereinafter called "the Supplier" has undertaken , in pursuance of Contract No.....
dated,..... 20... to supply.....(Description of
Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier
shall furnish you with a Bank Guarantee by a recognized bank for the sum specified
therein as security for compliance with the Supplier's performance obligations in accordance
with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf
of the Supplier, up to a total of (Amount of the
Guarantee in Words and Figures) and we undertake to pay you, upon your first written
demand declaring the Supplier to be in default under the Contract and without cavil or
argument, any sum or sums within the limit of (Amount of Guarantee)
as aforesaid, without your needing to prove or to show grounds or reasons for your demand
or the sum specified therein.

This guarantee is valid until theday of 20.....

Signature and Seal of Guarantors.....

Date:20....

Address:.....

.....

SECTION XII

(please see 11.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement for the last three years

(After fill, to be uploaded in the e-portal by the Tenderer along with other tender Documents for Technical Bid)

IFT No: SIUD/EST/CR:16/2018-19

Date: 22.09.2018

Date of Opening.....

Time _

Name & address of the service

provider.....

Order placed by (Name & Address of the person to whom the service was provided)	Order No.& date	Year (Order executed from year 2015-16 2016-17 and 2017-18 only)	Description & Quality of Service supplied	Value of Order (Annual)	Is the service satisfactory? Attach a certificate from the officer in-charge

Note:1. *Separate sheet to be enclosed for each order executed, in proforma A given below, which has to be given under seal and signature of the competent authority of the service user. All such Proforma A Certificates shall be uploaded.*

Signature & Seal of Tenderer

Proforma A

CERTIFICATE

This is to certify that ----- service providers has satisfactorily provided Office Personnel to this organization during the year ----- against Order No ----- dated ----- for an amount of Rs.-----.

Signature

Seal and signature of competent authority

Annexure -

Letter of Acceptance
(Letter head paper of the Employer)

_____ [date]

To:

[name and address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____ for **Tender Document for Providing Office Personnel through Outsourcing for the State Institute of Urban Development, Mysuru for ONE Year.** for the Contract Price of Rupee _____ (_____) [*amount in words and figures*], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit as per clause 31 for unbalanced tenders. Security Deposit paid should be for an amount of Rs. _____ within 20 days of the receipt of this letter of acceptance and sign the contract, failing which action as stated in ITT clauses will be taken.

Yours faithfully,

Director ,SIUD
Mysuru

DECLARATION BY THE
TENDERER:

1. I have read and understood the Tender Terms and conditions relevant to Tender Notification **No:** - - - - - dated - - - - - and I have submitted the technical bid in accordance with the Terms and conditions of the above referred notification and in accordance with the terms of the tender document.

2. The information furnished in the Technical Bid are true and factual and I clearly understand that our tenders are liable for rejection, if any information furnished is found to be not true and not factual at any point of time.

3. The financial bid is separately submitted against this tender.

Place:

Seal & Signature of the Tenderer

Date:

Check List for Submission of Tender Providing the services of 16 Office Personnel for State Institute for Urban Development, Mysuru for a period of ONE year.

Sl. No	Check list of Documents for Technical Evaluation	Details of Documents to be scanned &
01	EMD @ ₹.64,440/-	As per e-Portal
02	Valid Firm / Company Registration Certificate obtained under the Karnataka Labour Act (Labour Department)	
03	Valid EPF Registration Certificate issued by the Department of EPF	
04	Valid ESI Registration Certificate issued by the Department ESI	
05	Valid GST Registration issued by the Commercial Tax Department/Central Excise Department	
06	PAN Number copy	
07	Experience Certificate in providing man power out sourcing to reputed service users in the last three years to be uploaded in Section XII Proforma A (2015-16 to 2017-18) (One similar service for the reputed institutions with a minimum amount of Rs. 25,77, 370/- in a year is mandatory)	
08	Income Tax returns filed for the last Five Assessment Years (from 2014-15 to 2018-19)	
09	The Tenderer must upload annual Turnover Statement of not less than the last 05 years audited by Registered Chartered Accountant / Auditors	
10	Annual Turnover should not be less than Rs. 64,44,000/- in any of one of the last Five financial years 2013-14 to 2017-18)	
11	Tenderer has to upload copies of ITR, authorized Balance Sheet, Profit & Loss A/c. and turnover details certified by Chartered Accountant for the last 03 years (F.Y 2015-16,2016-17 and 2017-18).	
12	Contact details	
All above documents are uploaded in the above sequence in Technical Bid.		

Certified that I have checked all the documents and fully complied with the instructions contained in the Tender Schedule

Signature of Tender

E-Procurement Publication

Sl. No	Details of the Tender	Approx Cost of the Tender	EMD Amount Rs	Cost of the Tender Form (Non-Refundable)	Duration of the Tender	Eligible Firms/ companies
1.	Providing 16 employees through outsourcing	₹ 32,21,712/-	₹ 64,440/-	As specified in the e-procurement portal	12 months	Firms registered through the e-procurement portal only