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**Tender for
Providing 11 Supporting / Personnel and 08 Security Guards
for
Karnataka State Dr. Gangubai Hangal Music and Performing Arts University,
(KSGHM&PAU), Mysore
through outsourcing for a period of TWO Year.**

(Through e-procurement Portal Only)

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



Karnataka State Dr. Gangubai Hangal Music and Performing Arts University

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Sl. No.	Events	Date, Day & Timings - Venue
1.	Tender Reference (IFT No)	Providing 11 Supporting / Personnel and 08 Security Guards for Karnataka State Dr. Gangubai Hangal Music and Performing Arts University, Mysuru through outsourcing for a period of TWO Year. IFT No. Admin-1/29/2017-18
2.	Date of Publication of Tender	30/12/2017
3.	Pre- Bid Meeting	19/01/2018 16:00 hrs.
4.	Last date and Time for receipt of Tenders	06/02/2018 23:30 hrs.
5.	Time and date of opening the Technical Tender Bids	09/02/2018 16:00 hrs.
6.	Time and date of opening the Financial Bids	17/02/2018 12:00 hrs.
7.	Address for Communication	Registrar Karnataka State Dr. Gangubai Hangal Music and Performing Arts University (KSGHM &PAU) JLB Road, Lakshmpuram, Mysuru – 570 004 Tel: +91-821-2402141, Fax: +91-821-2402114 E-mail: musicuniversitymys@gmail.com Web: www.musicuniversity.ac.in

TENDER FOR

Tender Document for **Providing 11 Supporting / Personnel and 08 Security Guards** through Outsourcing for Karnataka State Dr. Gangubai Hangal Music and Performing Arts University, (KSGH M&PAU), JLB Road, Lakshmipuram, Mysuru for **02 years**.

SECTION I. INVITATION FOR TENDERS (IFT)

IFT No. : **Admin-1/29/2017-18**

Dated: **25-11-2017**

1. The Registrar, Karnataka State Dr. Gangubai Hangal Music and Performing Arts University, JLB Road, Lakshmipuram, Mysuru – 570 004 invites tenders from eligible tenderers for Providing services of Supporting and Security Staff through Outsourcing for Karnataka State Dr. Gangubai Hangal Music and Performing Arts University, JLB Road, Lakshmipuram, Mysuru – 570 004 for 02 years.
 - 1a. **Two Cover Tender** procedure as per Rule 28 of the KTPP Act shall be followed. The Tenderers are required to submit the Technical Bid tender which will be opened first and the Commercial Bid Tender which will be opened only if the Technical Bid Tenderer is found to be qualified to provide the services.
 - 1b. Tenderers are advised to note the qualification 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 to the account of e-governance / e-portal for Providing services of Supporting and Security Staff through Outsourcing for Karnataka State Dr. Gangubai Hangal Music and Performing Arts University, JLB Road, Lakshmipuram, Mysuru – 570 004 for ONE year.
3. 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 90 days beyond the validity of the tender as per the e-procurement portal.
4. Tenders must be submitted to the Registrar, Karnataka State Dr. Gangubai Hangal Music and Performing Arts University, JLB Road, Lakshmipuram, Mysuru – 570 004 **on or before 23.30hrs on 06-02-2018** through the e-procurement portal through the website <http://www.eproc.karnataka.gov.in>
5. **The Technical Bid Tender will be opened on 09-02-2018 at 16.00** hrs in the presence of the tenderers or their authorized representatives in the office of the Registrar, KSGH Music and Performing Arts University, Mysuru, 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. In case there are no tenderers present the same shall be opened in presence of Tender Committee members.

6. Other details can be seen in the tender documents.
7. 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).
8. List of documents to support qualification of bidder is to be uploaded to the e procurement website: <https://eproc.karnataka.gov.in>
9. A pre bid meeting is scheduled to be held on 19-01-2018 at 16:00 hrs @ KSGH Music and Performing Arts University, JLB Road, Lakshmipuram, Mysuru – 570 004. 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.

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SECTION II: INSTRUCTION TO TENDERERS (ITT)

A. Introduction

1. Scope of Tender and Eligible Tenderers

The Registrar, Karnataka State Dr. Gangubai Hangal (KSGH) Music and Performing Arts University, JLB Road, Lakshmipuram, Mysuru – 570 004 (Referred to as Purchaser in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers for **Providing 11 Supporting / Personnel and 08 Security Guards** through Outsourcing for Karnataka State Dr. Gangubai Hangal (KSGH) Music and Performing Arts University, JLB Road, Lakshmipuram, Mysuru – 570 004 **for 02 years** as detailed given in the Invitation for Tenders (IFT)

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 to be purchased 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 Registrar, 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;**
- (f) Contract Form;**
- (g) Performance Security Form;**
- (h) Performance Statement Form;**

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 15 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 19-01-2018 at 16:00 hrs @ KSGH Music and Performing Arts University, JLB Road, Lakshmipuram, Mysuru – 570 004.

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 In order 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 Tenders

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 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 comprise the following components and the tender submitted by the Tenderer shall be in two cover system and shall contain the documents as applicable to the e-procurement portal and as follows:

Cover ONE or TECHNICAL BID:

- (a) Earnest money deposit furnished in accordance with ITT Clause 13 and Qualification information's as per the format & Annexure-I given in Section VII
- (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; as per the format & Annexure-I given in Section VII.
- (c) Documentary evidence established in accordance with ITT Clause 12 that the services and ancillary services to be provided by the Tenderer are eligible Services and services and conform to the tender documents as per the format & Annexure-I given in Section VII ; and

Cover TWO or COMMERCIAL BID:

- (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10 as per the format & Annexure-II given in Section VIII (COMMERCIAL BID Details of service-wise rates quoted)

8. Tender Form

- 8.1** The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided, a brief description of the services, 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** Prices indicated on the Price Schedule shall be entered separately in the following manner:

- i) The price of the services, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable.

- ii) Any Indian duties, sales and other taxes which will be payable on the Services if this Contract is awarded;
- iii) The price for inland transportation, insurance and other local costs incidental to providing the services to their final destination; and
- iv) The price of other incidental services listed in Clause 4 of the **Special Conditions of Contract (SCC)**.

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:
- (b)** The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (c)** 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 Services' 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 services ;

(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 Services for a period of One Year, following commencement of the use of the services by the Purchaser; and

(c) An service-by-service commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the 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(c) above, the Tenderer shall note that standards for workmanship, quality of services and duties and activities of required services designated by the Purchaser in its 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.

13. Earnest Money Deposit

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 check, 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;

- (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 90 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.

15.2 The original and a copy of the Technical Bid and Commercial Bid 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 and uploaded in the eprocurement portal. The latter authorization shall be indicated by written power-ofattorney accompanying the tender. All pages of the tender, except for un-amended 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.

16. Sealing and Marking of Tenders

16.1 As per e-procurement, upload (A). Technical Bid details and (B). Financial Bid details

Providing 11 Supporting / Personnel and 08 Security Guards for Karnataka State Dr. Gangubai Hangal Music and Performing Arts University, (KSGHM&PAU), Mysore through outsourcing for a period of TWO Year.

Tender Reference No:

- Admin-1/29/2017-18 Date: 25/11/2017
- Do not open before 16:00hrs on 09-02-2018

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 as applicable to the e-procurement portal 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 and/or returned unopened to the Tenderer.

19. Modification and Withdrawal of Tenders

19.1 The Tenderer may modify the contents of the Technical Bid or Commercial Bid covers separately for each cover 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.

D. Tender Opening and Evaluation of Tenders

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

20.1 The tender will be open for the bidders on the appointed date & time on e-Procurement Portal. The date & time is 16:00 AM on: 09.02.2018.

20.2 The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend, at 16.00 hours on 09.02.2018 and in the following location:

Office of the Registrar,
KSGH Music and Performing Arts University,
JLB Road, Lakshmipuram, Mysuru – 570 004.

20.3 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. In case there no

tenderers present the same shall be opened in presence of Tender committee members.

20.4 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Purchaser may consider appropriate, will be announced through e-Procurement flat form.

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 manufacturer as per Section XIII, 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 material 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 ITB 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), Warranty (GCC Clause 14), 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 As applicable, The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the Services offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Services, and Excise duty on the finished Services, if 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:

- a)** cost of inland transportation, insurance and other costs within India incidental to the delivery of the Services to their final destination;
- 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 Services / 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:

(a) Inland Transportation, Insurance and Incidentals:

(i) Inland transportation, insurance and other incidentals for delivery of services to the final destination as stated in ITT Clause 9.2

(ii) The above costs will be added to the tender price.

(b) Deviation in Payment Schedule:

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.

Note: ITT Clause 23.4 (d),(e),(f) and (g) does not apply for this Tender.

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 (b) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's financial, technical and production 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 the quantity of goods and services 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 5% of the amount put to tender as 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

31.1 The Government requires that Tenderers/ Suppliers/ Agency 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.

31.2 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

TABLE OF CLAUSES

1	Topic Number
1.	Definitions
2.	Application
3.	Standards
4.	Use of Contract Documents and Information; Inspection and Audit by Government
5.	Patent Rights
6.	Performance Security
7.	Inspection and Tests
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16.	Prices
17.	Change Orders
18.	Contract Amendments
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21.	Delays in Supplier's Performance
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SECTION III – GENERAL CONDITIONS OF CONTRACT

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) **"Contractor"** the successful tenderer with whom the contract is entered into

(c) **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(d) **"Services"** means services, ancillary to the **Providing Supporting and Security staff through Outsourcing for KSGH Musci and Performing Arts University, Mysuru** and other obligations of the tenderer covered under the Contract **for a period of TWO years.**

(e) **"GCC"** means the **General Conditions of Contract** contained in this section.

(f) **"SCC"** means the **Special Conditions of Contract.**

(g) **"The Purchaser"** means KSGH Music & Performing Arts University, Mysuru

(h) **"The Purchaser's country"** is the country India

(i) **"The Supplier / Tenderer"** means individual of Firm providing / supporting staff through Outsourcing under this Contract

(j) **"The Government"** means the Government of Karnataka State.

(k) **"The Project Site"**, where applicable, means the place or places named in SCC.

(l) **"Day"** means calendar day.

(m) **"Registrar"** means Registrar of KSGH Music & Performing Arts University, Mysuru

(n) **KSGHM & PAU** means Karnataka State Dr. Gangubai Hangal Music & Performing Arts University, Mysuru

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 Services supplied 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 any specification, plan, drawing, pattern, 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 Services or any part thereof in India.

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 90 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 90 days over and above the initial Warranty period.

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 check or Banker's certified check, 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 90 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 90 days after the completion of performance obligations including Warranty obligations.

7. Payment

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

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

7.3 Payments shall be made promptly by the Purchaser but in no case later than Thirty (30) days after submission of the invoice or claim by the Supplier.

7.4 Payment shall be made in Indian Rupees.

8. Prices

8.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

9. Change Orders

9.1 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 Services to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b)** the method of shipping or packing;
- c)** the place of delivery; and/or
- d)** Number and or designation of personnel supplied under the contract.
- e)** the Services to be provided by the Supplier.

9.2 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 Supplier's receipt of the Purchaser's change order.

10. Contract Amendments

10.1 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 parties.

11. Assignment

11.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

12. Sub Contracts

12.1 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.

12.2 Subcontracts must comply with the provisions of GCC Clause 2.

13. Delays in the Supplier's Performance

13.1 Delivery of the Services 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.

13.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Services and 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.

13.3 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.

14. Liquidated Damages:

14.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the 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 delayed Services or 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 23.

15. Termination for Default

15.1 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 21; 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:

- i) "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.
- 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 Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

15.2 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, Services or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Services or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

16. Force Majeure

16.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, 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.

16.2 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 evolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

16.3 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.

17. Termination for Insolvency

17.1 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.

18. Termination for Convenience

18.1 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.

18.2 The Services 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 Services, 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 Services and for materials and parts previously procured by the Supplier.

19. Settlement of Disputes

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

19.2 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.

19.2.1 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.

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

19.3 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 monies due the Supplier.

20. Limitation of Liability

20.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, 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.

21. Governing Language

21.1 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.

22. Applicable Law

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

23. Notices

23.1 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.

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

24. Taxes and Duties

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

Clause Number	Topic Number
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2.	Inspection and Tests (GCC Clause 7)
3.	Delivery and Documents (GCC Clause 9)
4.	Incidental Services (GCC Clause 12)
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6.	Settlement of Disputes (GCC Clause 27)
7.	Notices (GCC Clause 31)
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

Special Conditions of Contract

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 Registrar, KSGH Music and Performing Arts University, JLB Road, Lakshmipuram, Mysuru - 570 004.
- (b) The Supplier is.....

2. Settlement of Disputes (Clause 19)

The dispute settlement mechanism to be applied pursuant to GCC Clause 19.2.2 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, the Sole Arbitrator in this case shall be The Principal Secretary, Higher Education Govt of Karnataka failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/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 Mysuru 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 Sole Arbitrator 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.

3. Notices (Clause 23)

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

Purchaser: The Registrar, KSGH Music and Performing Arts University, JLB Road, Lakshmipuram, Mysuru - 570 004.

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

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4. 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) The bidders must mention the service charges both in words and figures. In case of discrepancies, whichever is lowest will be considered. Bidder must provide the documents as mentioned in schedule of Requirements All the documents should be scanned and uploaded along with the tender documents as mentioned in Annexure - without fail.
- 6) **Failure to do so will result in the rejection of tender. The details of required documents are as follows:**

(ALL DOCUMENTS SHOULD BE CERTIFIED BY A GAZETTED OFFICER)

- a) Valid Firm / Company Registration Certificate obtained under the Karnataka Labour Act (Labour Department for the Supply of Personnel)
- b) Valid EPF Registration Certificate issued by the Department of EPF
- c) Valid ESI Registration Certificate issued by the Department ESI
- d) Valid Service Tax Registration issued by the Service Tax Department
- e) PAN Number
- f) Income Tax returns filed for the last three Assessment Years (from A.Y. 2014-15 to 2016-17)

- g) The bidders must upload Annual Turnover Statement of Last Three (3) years audited by Registered Chartered Accountant / Auditors.
- h) Experience Certificate in providing satisfactory security services to reputed service users for Last Three years to be filled and uploaded in Section XII and Proforma-A
7. The tenderer shall quote the service charge for all the posts mentioned in price schedule as percentage of the total amount that **KSGHM&PAU** will pay for those posts of the financial bid. The total service charge in percentage that the tenderer will charge will form the basis of evaluation. The service charge shall be filled both in words and figures. In case of discrepancy between figures and words the amount in words shall prevail.
8. The Successful tenderer will have to start working from the date ordered by the Registrar, **The Registrar, KSGH Music and Performing Arts University, JLB Road, Lakshmipuram, Mysuru - 570 004.** The Contract will be for a period of **24 months**. The period of contract can be extended for further period not more than six months with mutual consent. The period is liable for alteration at the discretion of the Registrar. The Registrar **Reserves the Right to Terminate the Contract at short notice of one(1) Month.**
9. The work will be executed in conformity with the specifications and conditions as laid down in this contract. The work will be inspected by the designated officer and his decision with regard to the acceptability of the work done on each day shall be final and binding.
10. The wages quoted for designated personnel are in accordance with the Minimum Wages fixed for 2017-18 or as applicable for time being in force.
11. Changes in minimum wages where applicable for the contract period shall be paid as applicable and after approval of the Registrar, **KSGHM&PAU.**
12. If the bidder **quotes 0% and negative percentage (-%)** the bid is liable for **REJECTION.**
13. The successful tenderer should submit 5% of the **total amount as Performance Security Deposit** in the form of bank guarantee within 15 days from the date of issue of work order. If the agency fails to do so then the EMD amount will be forfeited.

14. Successful bidder should **provide 11 number of Supporting Staff / Personnel and 08 number of Security Guards** as specified in the tender by **KSGH Music and Performing Arts University, Mysuru**. The agency should not withdraw and transfer their staff from **KSGH Music and Performing Arts University, Mysuru** to other places without the permission of the Registrar. If the agency, violates the above conditions action will be taken against the agency as per tender regulations.
15. The positions at the other centres have to be provided with the tendered number of personnel at those centres.
16. 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.
17. The Employees will be eligible for a **CASUAL LEAVE** of 01 day for every month of work done during the calendar year. The same shall not be carried over into the subsequent year by more than **three months**.
18. The agency shall provide personnel who are physically fit for the assigned job. Such personnel shall present Medical certificate at the time of joining. They shall be provided Identity cards by the Institute.
19. The agency shall ensure that personnel will work for minimum **08 Hours** a day as fixed by the institute for those posts and shall register their attendance in Biometric device place in the institute.
20. 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 (**KSGH Music and Performing Arts University, Mysuru**) then the agency should compensate for the same and the **KSGH Music and Performing Arts University, Mysuru** is not responsible.
21. **Payment Terms & Conditions:**
 - a) The proof for payment of PF, ESI, GST Taxes are to be produced for the previous month to accept and pass the bill for payment.

- b) The payment to the Agency will be made on monthly basis. The payment will be made at the contracted rates. A single bill shall be made out in the name of **KSGH Music and Performing Arts University, Mysuru** for providing 19 personnel at the all the locations specified in the tender. The bill shall be submitted **before 5th of the succeeding month**. All payments shall be made through Cheque / RTGS.
- b) The Agency must have sufficient financial resources to commence the services as per the contract without waiting for payment from **KSGH Music and Performing Arts University**. No advance of any kind will be given.
22. The Agency should make payment not less than the minimum wages as per the **Karnataka Minimum Wages Act or wages fixed by the institute**. The payments shall be made by adjusting the amount to their Bank accounts of the employees and produce copy of adjustment for making all such payments.
- All employees shall have bank accounts and the salaries shall be credited to their accounts. 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.
23. Income Tax will be deducted as applicable.
24. Bills will be paid only if the services of the agencies are satisfactory.
25. Even after approval, if information/facts submitted by the tenderer are found misleading/incorrect/false etc. **KSGH Music and Performing Arts University, Mysuru**, reserves the Right to Disapprove / Cancel the contract.
26. The Agency shall be responsible for the discipline of their staff. If at any time, it is found that the persons are indulging in any act of misbehavior or misconduct etc., the Registrar **KSGH Music and Performing Arts University, Mysuru** shall have the Right to have him/her replaced by the Agency.
27. Service Tax will be paid by **KSGH Music and Performing Arts University, Mysuru** at the rate as applicable.
28. The institute will bear additional cost due to changes in statutory payments like minimum wages or wages fixed by the institute, EPF, ESI as applicable.

29. The awarded agency should ensure transfer of ESI, 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.
30. The agency should remit applicable service taxes paid by **KSGH Music and Performing Arts University, Mysuru** as applicable 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.
31. All payments will have to be made by RTGS. If it fails to do so, then it will be penalized as per penalty clause.
32. The Price Validity of the Tender will be for Two Years from the date of agreement.
33. Payment will be made as per the agreed tender price. Requests for increase in the tender price i.e service charge will not be entertained at any point of time.
34. The ESI list of the employees must be separately enclosed with the monthly bill.
35. Successful tenderers 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 **KSGH Music and Performing Arts University, Mysuru**.
36. 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.
37. In case of theft loss, trespass or damage to the Institute the agency will be held directly responsible and then the agency should compensate for the same and apart from initiating action as per law the Security deposit of the agency will be forfeited.

38. The bidders must have their head office or branch office in the Mysuru city 39. 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. **IN CASE OF TIE, THE L-1 SHALL BE DECIDED BY TOSS F COIN OR DRAW OF LOTS**
40. The right to award the tender to a firm with irrefutable reputation even though they are not L1 rests with the Tender Accepting authority.
41. The agency must strictly adhere to the rules laid down by the Labour Department and all other statutory provisions as applicable.
42. 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.

PENALTY

- (a) Outsourced **Group D Employees** shall wear uniform prescribed by the institute on all days of work and on duty on the premises of the institute or locations where they are stationed.
- (b) Uniform will be provided to the Group D employees directly by the **University**.
- (c) Such of the **Group-D employees** not in of proper prescribed uniform/ unclean uniform or **ID card** will be fined **Rs. 50/- per day** of default per person
- (d) A person defaulting for more than 5 times will have to be immediately replaced.
- (e) Any personnel found intoxicated and or indulging in any illegal activities within premises will be liable for dismissal. The administration Reserves the Right to Legally proceed further in such case.
43. Persons who are less than 18 years of age should not be employed. Employing child labour is strictly forbidden and violation would attract appropriate penal provisions of the law.

44. The Registrar **KSGH Music and Performing Arts University, Mysuru**, the Purchaser in this case is absolved of any responsibility attached to in respect of the workers engaged by the Agency. All wages etc., for the workers should be properly disbursed by him and books of accounts, etc., should be made available to the **KSGH Music and Performing Arts University** for checking. The wages shall be paid on or before 5th of every month. The statutory payment such as ESI/EPF etc should be remitted before 15th of the following month. The Agency shall produce the register maintained in this regard to the **KSGH Music and Performing Arts University, Mysuru** every month. The Agency 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, ESI., EPF., WC., PW. Act, as and when applicable in respect of all persons employed by him including the labour working in the garden and the **KSGH Music and Performing Arts University**, or the Director shall not in any way be liable or responsible for any act of omissions or commission by him in this regard. The Agency shall comply with all statutory provisions, regulations, etc. applicable from time to time for running a mess including the provisions relating to various taxes and shall absolve the **KSGH Music and Performing Arts University**, from the provisions of the said act.
45. 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.
46. 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.
47. The EMD amount of the successful tenderer will be returned only after the successful completion of the tender and after verifying that all the pending salaries, ESI and EPF have been paid.
48. 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.
49. The participating bidders should not make any complaint against Non-accessibility of e-procurement portal sue to internal connectivity, technical issues and the organization is not liable.
50. **The Acts and Rules of KTPP Act 2000 are applicable for this tender.**

51. Only eligible tenderers who have submitted their technical bids along with all the required documents, details and information will be considered for opening of financial bid.
52. Tenders with pre conditions and G.P.A will be rejected.
53. The Director, **KSGH Music and Performing Arts University, Mysuru**, Reserves the Right to Accept and Reject the tenders without citing any reasons.
54. More information regarding e-tendering can be obtained from <http://eproc.karnataka.gov.in> or contact e-procurement helpdesk 080-22485867 and 22485927.
55. For any other information/clarification the bidders can contact the Director, **KSGH Music and Performing Arts University, Mysuru**-570 004 during office hours.
56. The tender documents will be available online from **31-12-2017** and the last date for the submission of the tenders is **06-02-2018**.
57. The tender documents will be opened on **09-02-2018** at **16.00** hrs in the Office of the Registrar, **KSGH Music and Performing Arts University, Mysuru**, in the presence of the bidders or their representatives or even if none of the bidders are present.
58. Bidders can contact our Office on the following telephone numbers; **0821-2402141**
59. For any other information / clarification the bidders can contact the Registrar, **KSGH Music and Performing Arts University, JLB Road, Lakshmpuram, Mysuru**-570 004. during office hours.

DURATION OF AGREEMENT:

- a) The tender shall be valid for a period of **TWO YEAR** starting from the forenoon of first day till last day (afternoon) of the contract.
- b) Contract may be terminated by the **KSGH Music and Performing Arts University, 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. **KSGH Music and Performing Arts University, Mysuru**, shall not be responsible for any loss, damage etc. incurred to the Agency as a result of the termination of the contract. **KSGH Music and Performing Arts University, 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 (if the Contract amount is paid in advance) 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.

SECTION V: SCHEDULE OF REQUIREMENTS

(To be inserted in the Tender Documents by the Purchaser, as applicable. The Schedule should cover, at a minimum, the required personnel, equipment quantities, services, and earnest money deposit (EMD))

The bidder shall Providing number Supporting Staff / Personnel and number Security Staff / Personnel through Outsourcing for KSGH Music and Performing Arts University, Mysuru for 02 years

Sl. No.	Designation of Employee	No. of Posts	Location	Educational Qualification	Experience
1.	Computer Operator / Assistant	01	Mysuru	Any Degree in University 1 Year Diploma in Computer HW & NW	Minimum 03 Years in relevant field in reputed organization
2.	DTP Operator	02 (1-371HK)	Mysuru	Any Degree/PUC With Computer Knowledge	Minimum 03 Years in relevant field in reputed organization
3.	Assistant Librarian	01	Mysuru	M.Lib / B.Lib in University Degree	Minimum 03 Years in relevant field in reputed organization
4.	Office Assistant (SDA)	02	Mandya -1 Hunsur -1	Any Degree/PUC with Computer Knowledge	Minimum 02 Years in relevant field in reputed organization
5.	Electrician	01	Mysuru	ITI / Diploma in Electrical or Electronics with Knowledge in Building Electrical Works	Minimum 03 Years Experience as Electrician in reputed organization
6.	Driver	01 (1-371HK)	Mysuru	SSLC Passed and must be having valid LHV/LMV Licence	Minimum 03 Years Experience as Electrician in reputed organization
7.	Group Employee "D"	03 (1-371HK)	Mysuru	Appeared SSLC	Minimum 03 Years Experience as Group D
8.	Security Guard	08	Mysuru	Un-Skilled and must be physically fit	Minimum 03 Years Experience as Group D

The personnel provided shall possess skill, knowledge and attitude to the satisfaction of the Registrar, KSGH Music and Performing Arts University, Mysuru

- 1.0** All employees, before they are recommended for services shall also under the agreement shall have proof of local residence and one reference from a well known person of the area where he/she resides.
- 1.1** The experience certificates presented for the requisite number of years of service shall be from reputed service users only.
- 1.2** All personnel shall possess the PF, ESI registration numbers.
- 1.3** All personnel will report at least 15 minutes before the appointed time of the office time.
- 1.4** All personnel shall wear identity cards provided by the institute, at all times on the premises.

Amount put to Tender : **Rs.63,92,232/- (for TWO years)**

EMD Amount: **Rs. 1,59,806/-**

- 2.0** 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/Organization. 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.
- 3.0** Bidder must have not less than **03 years experience (from 2014-15 to 2016-17)** 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.

SECTION VII: QUALIFICATION CRITERIA

1. The bidder 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. Annual Turnover of **Rs.51,13,786/-** for any 01 year in the preceding 03 years in which the tenderer should have executed similar Services for the reputed Institutions.
3. **EMD for Rs. 1,59,806/-to be remitted to e-portal.**

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:

- a) Valid Firm / Company Registration Certificate obtained under the Karnataka Labour Act (Labour Department)
- b) Valid EPF Registration Certificate issued by the Department of EPF
- c) Valid ESI Registration Certificate issued by the Department ESI
- d) Valid Service Tax Registration issued by the Service Tax Department
- e) PAN Number
- f) Experience Certificate in providing man power out sourcing to reputed service users in the last three years to be filled and uploaded in Section XII Proforma A
- g) Income Tax returns filed for the last three Assessment Years (from 2014-15 to 2016-17)
- h) The bidders must upload annual Turnover Statement of not less than the last 03 years audited by Registered Chartered Accountant / Auditors
- i) Annual Turnover should not be less than **Rs.51,13,786/-** in any of one of during the last three years.
- j) Please upload copies of ITR and authorized Balance Sheet & Profit & Loss A/c. and turnover details certified by Chartered Accountant or turnover details of any 02 year during the last 05 years certified by Chartered Accountants

(Scanned copies to be uploaded)

SECTION-VII - ANNEXURE-I
(QUALIFICATION INFORMATION FOR TECHNICAL BID)
(To be filled and uploaded by the Tenderer for the e-portal]

Check List for Submission of Tender for Providing Supporting and Security staff for **KSGH Music and Performing Arts University, Mysuru** through Outsourcing for 02 years.

Sl. No.	Checklist of Documents for Technical Evaluation	Details of Documents to be Scanned and Uploaded Yes / No
1.	EMD & Rs. 1,59,806/-	
2.	Valid firm / Company Registration Certificate	
3.	Valid EPF Registration Certificate issued by the Department of EPF	
4.	Valid ESI Registration Certificate issued by the Department ESI	
5.	Valid Service Tax Registration issued by the Service Tax Department	
6.	PAN Number	
7.	The bidders must upload annual Turnover Statement of not less than the last 03 years audited by Registered Chartered Accountant / Auditors	
8.	Annual Turnover should not be less than Rs. Rs.51,13,786/- in any of the one year, during the last three(3) years 2013-14, 2014-15 and 2015-16	
9.	Please upload copies of ITR and authorized Balance Sheet & Profit & Loss A/c. and turnover details certified by chartered accountant for the last Three years.	
10.	Annual Turnover Statement for last 03 years out of which the tenderer should have executed similar nature of work / service the value of which shall not be less then Rs. Rs.51,13,786/- in any 01 year duly audited by Registered Chartered Accountant / Auditors information as per Section VII (5)	
11.	Contact Details of Local Office	
12.	Experience Certificate in Providing Security Guards services to reputed service users in any One Year out of the last five years to be filled and uploaded in Section XII Proforma-A	
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 Tenderer

Annexure -

Letter of Acceptance
(Letter head paper of the Employer)

_____ [date]

To:

[Name and address of the Agency]

Dear Sir,

This is to notify you that your Tender dated _____ for 71 Personnel through Outsourcing for Karnataka State Gangubhai Hangal Music and Performing Arts University, JLB Road, Lakshmipuram, Mysuru – 570 004 for 02 years 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 deposit Security Deposit as per clause 23 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 clause 29 of ITT will be taken.

Yours faithfully,

Registrar
KSGHM&PA University,
Mysuru

DECLARATION BY THE TENDERER:

1. I have read and understood the Tender Terms and conditions relevant to Tender Notification No: **xxxxxxxxxx** Dated **xx-xx-xxxx** 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 commercial bid is separately submitted against this tender.

Seal & Signature of the Tenderer

Place:

Date:

SECTION X: CONTRACT FORM

This agreement, entered into this _____ day of _____ 20_____, between The Registrar, Karnataka State Gangubhai Hangal Music and Performing Arts University, JLB Road, Lakshmipuram, Mysuru – 570 004, (hereinafter called of KSGHM & PA University, Mysuru) the one part and M/s. _____ [name and address of Agency] (hereinafter called “the Agency”) of the other part.

Whereas the ANSSIRD & PR is desirous that the Agency execute **Providing Supporting and Security Staff through Outsourcing for KSGH Music and Performing Arts University, Mysuru** (KSGHM & PA University), **Mysuru, for 02 years**” and The Registrar, KSGHM & PA University has accepted the Tender by the Agency for the execution and completion of contract and the remedying of any defects therein at a contract price of Rupees.....(In words _____)

The Agency having accepted the order was required to execute agreement and to furnish Performance Security Deposit 5% of the total order value in the form of Demand Draft / Bank Guarantee on any Nationalized bank for the due fulfillment of the agreement.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared as follows, that is to say, in consideration of the payments to be made to the Agency by the KSGHM & PA University, Mysuru as herein after mentioned, the Agency hereby covenants with the KSGHM & PA University, Mysuru that the Agency shall and will duly supply the Services of the quality and description specified and shall do and perform all other works and things in the agreement subject to the terms and conditions and stipulations mentioned in the agreement that is to say Schedule of Service requirements; General Conditions of Contract, Special Conditions of Contract and Technical Specification annexed to this agreement and deemed to form and be read and construed as part of the agreement.

In witness whereof the parties and Karnataka State Gangubhai Hangal Music and Performing Arts University (KSGHM & PA),

Mysuru to this agreement have signed this indenture in the presence of the following witnesses.

for Agency

for KSGHM & PA, Mysuru

(Sig with Name, Designation & Office Seal)

Registrar

Witness:

1)

2)

Witness:

1)

2)

PERFORMANCE SECURITY BANK GUARANTEE FORM

To:

The Registrar
KSGHM & PA,
JLB Road, Lakshmipuram
Mysuru – 570 004.

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,.....20... for **Providing Support and Security Staff through Outsourcing for KSGH Music and Performing Arts University, Mysuru** (KSGHM & PA University), **Mysuru for 02 years** 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 the e-portal by the Tenderer along with other tender Documents for Technical Bid)

IFT No:

Date:

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 2014-15 to 2016-17 only)	Description and 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

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

Signature

Seal and signature of competent authority of the service user

Financial Bid

Sl. No.	Designation of Employee's	No. of Posts	Location	Monthly Wages	Employer PF @ 13.16% on Pay	Employer ESI @ 4.75% on Pay	Total Salary (per Month) per person	Service Charges Quoted in Percentage (to be quoted by the Agency)	
								In Figures	In Words
1.	Computer Operator / Computer Assistant	01	Mysuru	13,245	1,743	629	15,617		
2.	DTP Operator	02	Mysuru	12,985	1,709	617	15,311		
3.	Assistant Librarian	01	Mysuru	12,455	1,639	592	14,686		
4.	Office Assistant (SDA)	02	Hunsur Mandya	12,455	1,637	592	14,686		
5.	Electrician	01	Mysuru	12,455	1,637	592	14,686		
6.	Driver	01	Mysuru	11,945	1,572	567	14,084		
7.	Group "D" Employees	03	Mysuru	10,635	1,400	505	12,540		
8.	Security Guard	08	Mysuru	11,625	1,530	552	13,707		

Total: For a period of TWO year = Per month 2,66,343/- X 24 months = Rs. 63,92,232/-

Services charges to be quoted in percentages in words and figures

Note:

1. Tenderer will quote service charge in percentage only.
2. Service charge with value of **zero(0) or Negative will be summarily rejected**
3. Service charge should not be inclusive of Service Tax / GST
4. The university will bear additional cost due to changes in statutory payments like min wages, PF, ESI during the period of the contract.
5. If there is a discrepancy in words and figures quoted for service charge, the amount in words shall prevail.

Signature of Tenderer.....

Name and Address