



KSFE

REQUEST FOR PROPOSALS

(Additional Document- I)

FOR
FACILITY MANAGEMENT SYSTEM (AC)

TENDER NO: KSFE/IT/14002/AC/2016-17/3
DATED 22nd Sep 2016

The Kerala State Financial Enterprises Ltd.
(A Government of Kerala undertaking)
Regd. Office: "Bhadratha", Museum Road,
P.B.No: 510, Thrissur – 680 020, Ph: 0487-2332255,
Fax: 0487-2336232, E-mail: gad@ksfe.com
Web site: www.ksfe.com



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1. INTRODUCTION

The Kerala State Financial Enterprises Limited, popularly known as KSFE came into existence in 1969, as a Miscellaneous Non Banking Company (MNBC) owned by the Government of Kerala, started with the objective of providing an alternative to the private Chit promoters with a view to socialize the Chit fund business. The Company, which started in a humble manner, has now grown into an institution doing business worth over Rs.30,000 Crores annually, employing over 6000 persons directly and around 10,000 persons indirectly. The main activities of the Company are Chitties, Sugama, Loans and Fixed Deposits. The Company with its Head Office at Thrissur presently has a network of over 600 Branches 10 SDT Offices and 11 Regional Offices. With a view to effectively serve its customers across the State, KSFE has leveraged Information Technology and the Company is functioning in a fully automated environment.

2. PROJECT OVERVIEW

At present KSFE has a stock of more than 500 Air conditioners spread across different KSFE Offices. Details of equipments are enclosed in Annexure-1. The task before the Company is to ensure maintenance of these equipments in good working condition. The process involves planning and coordination of various maintenance activities. Effective management of the process not only ensures guaranteed uptime for each of these equipments but also reduces the maintenance cost. KSFE looks forward for a Facility Management System that will enable it to achieve the above-mentioned goals. The Facility Management System shall provide the following infrastructure and related services to KSFE.

1. Annual Maintenance Contract for hardware/software as detailed in the RFP and P.O
2. Maintenance of equipments (Air Conditioner and Stabilizer) with stringent SLA.
3. Insurance cover to all equipments against theft, fire, riots, natural calamities, lightning and other unforeseen calamities.

AMC/FMS will be initially for a period of 1 year (could be extended for a further period of 2 years on same terms & conditions based on the actual performance during the previous year). The scope of work under Facility Management System is provided in Section 4.

3. ADMINISTRATIVE INFORMATION

KSFE invites competitive tenders in sealed cover from reputed Original Equipment Manufacturers (OEM) or their Service Providers for providing Facility Management System/AMC for the maintenance of Air conditioners including Stabilizer at its various offices across Kerala. Interested bidders can participate through the e- tender process hosted in <https://etenders.kerala.gov.in>

3.1 Tender Summary

Tender Summary		
1.	Tender No: and date	KSFE/IT/FMS/2016-17/3 Dated 22/09/2016
2.	RFP title	Facility Management System for KSFE
3.	Cost of Tender Form	Rs.3990/- (Rupees Three Thousand Nine Hundred and Ninety only)
4.	Earnest Money Deposit	Rs.25,000 (Rupees Twenty Five Thousand only)
7.	Last Date for receipt of Tender Form	24/10/2016, 06.00 P.M
8.	Date and Time of opening of Technical Bid	28/10/2016, 11.00 A.M
9.	Pre-bid Conference	05/10/2016, 03.30 P.M at KSFE Regional Office, Statue Junction,Chirakulam Road,Thiruvananthapuram

3.2 Procedure for Submission of Bids

The bidders shall submit their Technical bid and Commercial bids through the e tender site <https://etenders.kerala.gov.in>

3.2.1 Contents of the Technical Bid

1. Every Tender should be accompanied by an agreement in the prescribed form (Annexure-2) of Store Purchase manual on Kerala Government stamp paper worth Rs.200/- Any additional stamp duty legal charges etc. in respect of agreement will be borne by the bidder.
2. A copy of the RFP duly signed on all the pages.

3. Bidder eligibility and references as in Section 5.
4. Additional information as in Section 6.

3.2.2 Contents of the Commercial Bid

Format of Commercial Bid is given in Proforma-1. The bidder should provide the annual FMS/AMC rates (inclusive of all taxes) for all items listed in ANNEXURE -1 in the given format. Duly filled BOQ files should be uploaded in the e- tender website.

3.2.3 Period of validity of Bids

Bids shall remain valid for 180 days from the date of opening of commercial bid prescribed by KSFE. A bid valid for a shorter period may be rejected by KSFE as disqualified.

In exceptional circumstances, KSFE may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing, (or by fax/e-mail). The bid security validity shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be required nor permitted to modify his bid.

3.2.4 Due Date and Time

The last date for submission of Request For Proposal is 06.00 P.M on 24/10/2016.

3.2.5 Right to accept or reject any or all bids

a) KSFE reserves the right to accept or reject any bids and to annul the bidding process and reject all bids at any time prior to award of the contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for its action.

b) The acceptance of tender will rest with the KSFE, which does not bind itself to accept the lowest bid and reserves itself the right to reject any or all the tenders received without the assignment of any reason. All the bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

c) KSFE does not bind itself to accept the lowest or any tender and reserve to itself the right of accepting the whole or any part of tender and bidder shall be bound to perform the same at the rate quoted.

3.2.6 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of courts at Thrissur.

3.2.7 Tender Document

The Bidder is expected to carefully examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in the rejection of the bid.

a) Clarification regarding Tender Document

A prospective Bidder requiring any clarification of the Tender Document may notify KSFE in writing/e-mail/fax or in person. KSFE will respond in writing to any request for clarification of the Tender Document which it receives on or before 04/10/2016, 11:00 AM. KSFE will not provide any responses for the clarifications received after the last date & time requesting the clarifications. Responses to questions concerning RFP (including an explanation of the query but without identifying the source of inquiry) will be given to the Bidders in writing or by fax or email.

b) Amendment of Tender Document.

- a. At any time up to the last date for receipt of bids, KSFE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Tender Document by an amendment.
- b. The amendment will be notified at KSFE's website www.ksfe.com as well as in writing or by fax or email to the prospective Bidders who have received the Tender Documents and will be binding on them.
- c. In order to afford prospective Bidders reasonable time or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the KSFE may, at its discretion, extend the last date for the receipt of Bids.

4. SERVICE LEVEL AGREEMENT

The scope of work under Facility Management System is summarized as follows.

- a) Complaint/Call Management.
 - b) Service Level Management
 - c) Reporting
1. Insurance coverage to all equipments against theft, fire, riots, natural calamities, lightning and other unforeseen calamities
 2. Equipments covered in the scope
 - a) Existing equipment (List of equipments included as Annexure 1)
 - b) Equipments that will be added later. (Items under warranty)
 3. The contractor shall carryout on-site maintenance of the equipments according to a Service Level Agreement (SLA), the terms of which are summarized as follows:

Equipment	Maximum down time allowed in a single instance	Downtime penalty
Air Conditioners	Equipment has to be repaired or Standby equipment of equivalent/higher capacity to be provided before start of the second working day (ie. Before 10 AM) after reporting the complaint.	No penalty will be charged if the complaint is settled either by repair or by providing standby equipment within the stipulated time. If the complaint remains unsettled after this allowed downtime Rs.200 will be charged for each day, from the date of reporting the call up to the rectification of the call or up to 30 days whichever comes earlier. If standby equipment of equivalent/higher capacity is provided, then the original equipment (after carrying out the necessary repairs) in working condition has to be brought back within a maximum period of one month.

4. Contractor should log all user calls – relating to Branches, Application and provide them a trouble ticket, track it, timely resolve it, prepare report on the same and submit to controlling section/coordinator on daily basis. Software for logging the call will be provided by KSFE and will provide access to the contractor for helpdesk management.

Log tickets in the Service Desk tool on behalf of users calling service desk over phone/email. Resolution/Assignment of calls as per agreed SLA & Prioritize/categorize and assign the calls to the respective team as per a defined matrix.

5. Provide daily updates on the status of the tickets to the end users and also to update the call status in the software provided by KSFE.
6. Service/Call reports with respect to all call should be provided by the contractor.
7. In the case of failure of any hardware/software component for more than 3 consecutive times in a month under AMC/FMS period, contractor is obliged to replace the respective component with a new and fresh/updated component.
8. All parts should be repaired/ replaced with equal or higher specification. Plastic parts of the equipment are not exempted.
9. Any part, which violates AMC/FMS cover due to physical or other type of damage, shall be reported to KSFE within two days of such complaint and if KSFE wishes to repair it, the same shall be repaired by the vendor within two days after getting confirmation from KSFE. If such complaints were not reported to KSFE in time, it should be the responsibility of the contractor to resolve the issue without any additional cost.
10. Maintenance of equipments not under warranty shall comprise of supply of all spares and on-site support, supply of additional spares and standby equipments to meet the stringent service levels. The spares used will not be more than one year old.
11. Contractor should carry out scheduled preventive maintenance on a quarterly basis preferably at non office hours for all equipments/ items as detailed in ANNEXURE-1. The preventive maintenance should be completed preferably within first fortnight of every quarter, but not later than first three weeks of each quarter. PM reports with date should be approved by the Branch Manager with his/her remarks and should be submitted to KSFE along with the quarterly invoice.
12. The contractor should verify the working condition of all the items reported by KSFE/handed over by the previous AMC/FMS vendor within 15 days from the date of acceptance of the contract and if there is any pending pre existing problems, it should be reconciled/settled with the previous AMC/FMS vendor/KSFE immediately within 30 days from the date of commencement of AMC/FMS. Otherwise it will be the responsibility of the contractor to rectify such problems without any additional cost. In case of Termination of the contract, it is the responsibility of the contractor to hand over

all the items to the proposed AMC/FMS vendor/KSFE in good working condition. KSFE may seek the help of third parties to assess the working condition of the asset if required. In case any items is not in good working condition at the time of handing over the assets to KSFE/new contractor, the actual amount required for rectifying the issue/replacing the asset should have to be borne by the contractor

13. For each quarter, if the Penalty amount goes greater than 10% of the total contract value, then KSFE will consider the service as below par and may take further corrective actions including the Termination of the contract.
14. In the case of Air Conditioners, the maintenance shall include replacement of sensor, oscillation motor, plastic/fiber parts, remote control, filling of gas, stabilizers etc. All tools needed for the proper maintenance/repair of AC like ladder, stand should be arranged by the contractor.
15. Following Reports to be submitted by the Contractor
 1. Daily Call report – Open, closed with reason for open calls.
 2. Daily SLA Compromise Report.
 3. Monthly SLA performance report.
 4. In case of replacement of major parts, a detailed report in this regard should be submitted weekly/monthly.
 5. List of items for which standby arrangements have been made(weekly/monthly).
 6. Monthly report of assets taken for repair from our offices.

SPECIAL TERMS AND CONDITIONS

16. The Service Engineers handling different domains should be well experienced in maintenance of Hardware.(A declaration from the contractor with regard to the exposure/level of knowledge of the various service engineers would suffice).
17. The Contractor should carry out scheduled preventive maintenance on a quarterly basis for all equipments/ items covered under the ambit of this project. Preventive maintenance means quarterly servicing of the equipment irrespective of whether the equipment has suffered a breakdown or not, and it would include (even though not a comprehensive list) the following:
 - i) Cleaning & removal of dust and dirt from the interior and exterior of the machines

- ii) Cleaning of Filters.
- iii) Checking gas level.

18. Contractor should have his own facility for repairing and testing the products as listed in ANNEXURE-1. He should also ensure that sufficient stock of spares is maintained at all times.
19. The repairing works will have to be carried out at the original location of the equipment in all cases with the exception of extraordinary circumstances where the equipment or any component may be required to be taken out for repairs. In such cases it is mandatory that standby arrangement shall have to be made by the contractor and in no way the normal working environment (as at the time when the equipment taken out for repairs was functioning properly at the original location) shall be held up for want of any stand by arrangements.
20. In case the requisite parts are not available, the same should be replaced with the parts of higher level compatible equipment/item.
21. KSFE shall have the right to alter/add attachments to the equipments/items, provided such alterations or attachments does not hamper proper maintenance of the same being performed, or unreasonably increase the successful contractor's cost of performing repair and maintenance service.
22. The AMC/FMS Contract (FMS) is initially for a period of 1 year (could be extended for a further period of 2 years on same terms & conditions based on the satisfactory performance during the previous year). No demand for revision of rates on any account shall be entertained during the contract period. The KSFE reserves the right to extend (after the expiry of the original contract) the period of the contract further for any period not exceeding 3 months at a time or till the next tender is finalized. The terms and conditions for the extended period will be same as that for the existing one.
23. The vendor should remit an amount equal to **Rs. 25,000** as Earnest Money Deposit through the e-tender site <https://etenders.kerala.gov.in>. It is also clarified that the quotations received without earnest money will be summarily rejected.
24. The successful contractor will be required to furnish a Security Deposit in the form of a Bank Guarantee for an amount equal to 5% of his quoted value for a period of 12 months

with a claim period of further 3 months (i.e. 15 months from the date of commencement of contract). In the event of the contract being extended, the contractor will have to submit fresh bank guarantee covering the extended contract period as increased further by a period of 3 months for lodging the claim.

25. The contractor must enclose a signed copy of the tender document in support of their acceptance of the terms and conditions of the tender. All pages and all sections of the tender documents must be signed in full at the bottom right hand corner and also signed wherever stipulated in the tender papers by the contractor or a person holding a power of attorney authorizing him to sign on behalf of contractor before submission of the tender (In such an eventuality original power of attorney has to be produced for verification).
26. KSFE will have the right to add new items at any point of time into the scope of the AMC/FMS contract. AMC/FMS charges will be paid for these equipments from the date of such addition at the rates specified in the contract (necessary addition will be made in Annexure-1).
27. KSFE will have the right to remove any item at any point of time without assigning any reason from the scope of the AMC/FMS contract. No AMC/FMS charges will be paid for these equipments from the date of such removal (necessary deletion will be made in Annexure-1). Such removal/addition should be recorded /identified in the software.
28. The Company will have the right to terminate the contract at the end of a quarter, based on their performance. If the Total Penalty amount exceeds 10% of the Quarterly AMC/FMS value, KSFE will warn the contractor for the poor performance and if the contractor could not improve the performance in the next quarter also, KSFE will make arrangement for a new Tender Process. In such an event, the contractor should handover all the equipments / items as specified in Annexure-1, in good working condition to the Company. If the contractor wishes to terminate the Contract, it should be intimated to KSFE in advance, not less than three months of such termination. It is the responsibility of the contractor to hand over all assets in good working condition to KSFE. In case any items is not in good working condition at the time of handing over the assets to KSFE/new contractor, the amount required for rectifying the issue/replacing the asset should have to be borne by the contractor.

29. If the contractor quits the contract before the notice period (ie three months), KSFE will make ADHOC arrangements and the full expense for the next three months will be recovered from the contractor.
30. KSFE reserves the right to shift any of the equipments covered under the AMC/FMS (as detailed in Annexure-1) from any of its original location to another, without assigning any reason. Upon intimation of the same, the contractor is liable to provide the service and maintenance for these equipments at the new location. In case of shifting of any equipments/ items, de-installation at the old location and installation at new location comes under the purview of AMC/FMS. No payment shall be paid for such shifting. The cost for gas refilling, labour charges if any may be borne by the contractor.
31. The cost of all spare parts that may have to be replaced for the satisfactory functioning of all the equipments/items will be covered under the AMC/FMS.
32. The inventory of all equipments/items proposed to be included in Annexure-1 has to be completely verified by the successful contractor in such a manner that the AMC/FMS arrangement is in place at all the offices of KSFE from the commencement of AMC/FMS contract. Verification of any further addition/deletion to Annexure-1 has to be planned by the contractor in such a manner that the AMC/FMS arrangement is carried out without any hindrance. The vendor should identify the working condition of all assets within 15 days from the acceptance of the contract. If the vendor is unable to identify the preexisting cases within 15 days from the commencement of AMC/FMS the bid, rectification of such cases should be the responsibility of the vendor. During the inspection of equipment unused/damaged cases of the equipment should be reported to KSFE.
33. KSFE will host software for tracking and recording the complaints and issues of the equipments reported from branches. The contractor should monitor the complaints (tickets) and resolve it in a timely manner. After successful completion of the repairs and corrections, it is contractor's responsibility to make sure that the complaint (ticket) is closed in the software hosted by KSFE. The service level penalty will be calculated based on the software.

34. If the same complaint (ticket) is repeated within three days of closing the previous complaint, the latter complaint will be ignored and the first complaint registered will be considered as unresolved in all means from its registered date and penalty is calculated and other actions will be taken.
35. The vendor shall sign contract, SLA, NDA with KSFE incorporating following parameters.
 1. If any of the equipment has been replaced/standby arrangements made , the contractor should intimate the details of such items to KSFE details like make and model of the new items, that have been replaced
 2. Vendor's complete escalation matrix should be shared to KSFE.

5. CRITERIA FOR THE ELIGIBILITY OF BIDDERS & REFERENCES

The bidding is open to all qualified Bidders who fully meet the following qualifying requirements.

1. The bidder must be a Company registered under The Companies Act 1956 as evidenced by duly enclosed certified copy of Certificate of Incorporation.
2. The bidder should be a manufacturer / dealer of related equipments for the last 3 years with a minimum annual turnover of **Rs.2 Crores** for at least one year during the block of immediately preceding three financial years (2013-14 to 2015-16). Certified copies of audited financials (last three financial years i.e. 2013-14 to 2015-16) to be enclosed.
3. The bidder must have previous experience in maintaining Air-conditioners in Govt. organization/PSUs /Banks during the block of last three financial years (i.e. 2012-13 to 2014-15). Copy of minimum one such order (bagged during the block of aforesaid three years) from the aforesaid categories of institutions should be furnished.
4. The bidder should have valid agreements / tie-up with supplier / manufacturer / IT solution providers (at least one from the following group) for the distribution and maintenance of their products in India as evidence by certified photocopies of all the supporting documents.
AC:- Voltas, Samsung, LG, Haier, Blue Star, Godrej
5. The bidder should have office setup preferably at all district head quarters of the State, compulsorily at Thiruvananthapuram, Ernakulum and Kozhikode / Thrissur. Also they should have Service Centers in Kerala. (Details should be separately attached)

6. Evidence that the bidder has the necessary technical skills, technical staff and financial resources to perform the contract. The bidder should also provide the details of technical personnel proposed to be deployed for this project (along with their scope/ span of supervision- both in terms of location / reportees and their reporting structure) in the following format:

Sl.No	Name	Technical qualifications	Area of specialization & experience	Scope of Supervision	
				Location	No of Reportees

7. The bidder should provide list of 3 references (of clients with similar projects) along with details such as name, designation, address (both postal as well as e-mail) & telephone number of the contact person along with the value of the contract in the format specified below-

Sl. No.	Name, designation, address (postal as well as e-mail) & telephone number of the contact person	Details of equipments and numbers (Air conditioners)	Period of Contract	Contract Value (in lakh)

All the above details are mandatory to prove the eligibility conditions of the bidder, and should be supported with copies of documents concerned. These details form an integral part of the technical bid.

5.1 Pre-Bid Conference

KSFE would be conducting a Pre bid conference on 05/10/2016, 03:30 PM at its Regional Office, Thiruvananthapuram for clarifying the queries of the potential bidders. Any decision taken in the Prebid-conference is also part of the tender document.

Place,Time and Date of Pre-Bid Conference :
KSFE Regional Office
KSFE Silver Jubilee Buildings, Statue, Chirakulam Road
Thiruvananthapuram- 695 001
at 03:30 PM on 05/10/2016

6. BIDDER'S SECTION

The bidder shall provide any additional information that is not covered in the RFP. Information such as additional product features that are outside the scope of the RFP, requirements that have been left out in the RFP, issues they feel relevant to the project that have not been covered in the RFP and a statement of deviations shall be provided along with the technical bid. The bidder shall indicate in the BOQ file, the total bid prices of the equipments under the contract.

7. PRICING SECTION

The bidder should quote the rate for all items given in Annexure-1. The Commercial Bid should give the total composite price inclusive of all levies and taxes i.e. Sales Tax, Excise Duty, Service Tax, VAT, Packing, Forwarding, Freight and Insurance charges etc. in case materials to be supplied & in case of works to be executed. The offer must be quoted in Indian Rupees only.

NB: The Increase or Decrease in the service tax in future will be adjusted in this base rate making it beneficial to both the parties.

8. AGREEMENTS AND CONTRACTS

The successful bidder shall execute the following agreements with KSFE

1. Agreement in stamp paper and a security deposit in the form of a Bank Guarantee for 5% of the contract amount for the prompt performance of the contract.
2. Detailed Service Level Agreement for maintenance of equipments.

9. PAYMENT TERMS

1. The payment towards AMC/FMS charges shall be made on a quarterly basis in equal installments each at the end of each quarter against invoice and on production of satisfactory reports from the concerned users (PM reports etc.) and penalty statements, if any.
2. Income Tax / Work Contract Tax will be deducted as per rates in force at source, under relevant Government rules. However, if any new legislation comes into effect for deduction of Tax at source at any other rate, deduction will be made at that rate. Service Tax as applicable to be borne by the contractor. The Increase or Decrease in the service tax in future will be adjusted in this base rate making it beneficial to both the parties.
3. The contractor should submit the list of inventory/assets with cost which are under AMC/FMS along with the invoice.
4. PM reports of all assets signed by the Branch Manager should be presented along with the invoice.

10. PROFORMA FOR BIDS

Proforma- 1 : Format of Commercial Bid – AMC/FMS rate/unit in percentage (Existing or new equipments)

(The bidder should fill the BOQ with the annual AMC/FMS rates (including insurance and taxes), for existing/new items that may be added to the contract in future after the expiry of their warranty period, as percentage of purchase price of equipment)

Sl. No.	Item Description	Total Amount	BASIC RATE including all taxes In Percentage of Total Amount (3) To be entered by the Bidder	TOTAL FMS AMOUNT Including All Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6
1	Air Conditioner	12248340.000		0.00	INR Zero Only
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only			

11. ANNEXURES

Annexure 1: Details of Equipments

DETAILS OF EQUIPMENTS

Type	Model	Specifications	Unit Price	Purchase Date	Count	Total Price
FAN MOTOR TYPE	FAN MOTOR	FAN MOTOR TYPE 3 TON 12370	83500	20-03-96	1	83500
SPLIT AC	Videocon	Split – 1.5 Ton	20608	04-03-05	8	164864
SPLIT AC	VOLTAS VERTIS	Air Conditioner (1 Ton Split A/C) with adequate stabilizer	25987	01-06-06	74	1923038
SPLIT AC	Blue Star	Split – 1.5 Ton	29568	01-06-07	5	147840
SPLIT AC	AS 18XBXTL	Split – 2 Ton	27150	20-11-07	2	54300
SPLIT AC	INTER COOLER	Split – 1.5 Ton	19000	23-07-09	1	19000
SPLIT AC	LSA-SNW	Split – 1.5 Ton	19000	23-07-09	3	57000
SPLIT AC	BIO SLEEP PLUS	Air Conditioners with Energy Star rating (2 stars) - Split type, 1 Ton, Thermostat temperature control with adequate stabilizer	19500	23-07-09	99	1930500
SPLIT AC	TR SILVER 5S	Voltas 1.5 Ton 5 Star Silver 5S Split Air Conditioner	30850	01-11-12	254	7835900
WINDOW AC	Blue star w	Window 1.5 Ton	16199	13-11-08	2	32398

DETAILS OF EQUIPMENTS UNDER WARRANTY

Type	Model	Specifications	Unit Price	Purchase Date	Count	Total Price
SPLIT AC	125 CY	Voltas 1 Ton 5 Star 125 CY Split Air Conditioner	39700	18-08-14	72	2858400
SPLIT AC	125 CY	Voltas 1 Ton 5 Star 125 CY Split Air Conditioner	39700	28-01-15	33	1310100

Annexure 2: Format of Agreement

Agreement

Articles of agreement executed on this theday of two thousand sixteen **BETWEEN** the Managing Director , KSFE Ltd., (hereinafter referred to as "KSFE") of the one part and Sri..... (H.E. name and address of the tender) (hereinafter referred to as "the bounden") of the other part.

WHEREAS in response to the Notification No.....dated..... the bounden has submitted to the Government a tender for the the specified therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Government a sum of Rs.....as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Government.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

- 1. In case the tender submitted by the bounden is accepted by the KSFE and the contract for is awarded to the bounden, the bounden shall within days of acceptance of this tender execute an agreement with the KSFE incorporating all the terms and conditions under which the KSFE accepts his tender.
- 2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the KSFE shall have power and authority to recover from the bounden any loss or damage caused to the KSFE by such breach as may be determined by the KSFE by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
- 3. All sums found due to the KSFE under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as through such sums are arrears of land revenue and in such other manner as the KSFE may deem fit.

In witness whereof Sri..... (Name and designation) for and on behalf of the KSFE and Sri.....the bounden have hereunto set their hands the day and year shown against respective signatures.

Signed by Sri..... (date).....

In the presence of witnesses:

5.

6.

Signed by Sri..... (date).....

In the presence of witnesses:

1.

2.