# SOCIETY OF ALLIANCE FRANCAISE DE BANGALORE No: 108, Thimmaiah Road, Vasanth Nagar Bangalore – 560052 Phone: +91-80-40808181,

## No. AFB/TNDR/PO/03/2020-21

## Dated: 19 Jan 2021

#### TENDER NOTIFICATION No. 003/ 2020-21

**The President of the Society of Alliance Francaise de Bangalore** invites tenders in single cover system for the works mentioned below from the interested contractors. They may get the Tender details on the portal: <u>https://bangalore.afindia.org</u>. The prospective bidders may contact Manager (Administration), Phone: +91-9845743936, Alliance Francaise de Bangalore for inspection of the site during the office hours any day before the last day and time, to comprehend the scope of work for submission of their tenders. The tenderers are required to fill the relevant rates and information in the spread sheet (Excel Sheet) to arrive at the cost of their bidding and write in words the total cost of the bid amount in the spread sheet. Duly completed tenders with relevant documents may be mailed to the email id: <u>president.bangalore@afindia.org</u> within the stipulated date and time mentioned below:

- 1. Last Date & Time for receipt of tenders: 24.01.2021 @ 17:00 Hours
- 2. Date & Time of Opening tenders 25.01.2021 @ 11:00 Hours

Sl. No		Earnest money deposit In Rs.	Time limit (including monsoon period)
1	Repairs & renovations of the Buildings of the Society of Alliance Francaise de Bangalore, Vasanth Nagar, Bangalore– 560052. The Scope of works are detailed in the Spread sheet (Excel Sheet) hosted/made available along with this tender notification on the portal of <b>www.bangalore.afindia.org</b>	,	30 Days

The Tenderers shall pay the Earnest Money deposit (EMD) of Rs.5,000 (Rupees Five Thousand Only) at the counter of the society of Alliance Francaise de Bangalore either by way of Cash, Credit Card, and Debit Card and enclose the receipt along with the tender documents.

# **ELIGIBILITY CRITERIA:**

The tenderer should be an experienced contractor having an experience of handling and executing similar works. Work completion certificate for having executed similar works shall be submitted along with the tenders.

# **TERMS & CONDITIONS:**

- 1. The rates shall be quoted both in numerical figures and words clearly.
- 2. The quoted rates shall be inclusive of applicable GST and other statutory taxes that may come into force at the time of payment of work bill and quote accordingly

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- 3. The quoted rates shall be inclusive of cost of materials, all lead and lift, and transportation up to work spot.
- 4. The firm/Contractor should abide by all terms and conditions mentioned in the contract agreement.
- 5. The Firm / Contractor should make all safety measures and safety practices as per safety manual and shall indemnify the Society of Alliance Francaise de Bangalore, against any claims arising out of work hazards.
- 6. The Firm/Contractor should make all necessary barricading works for the execution of work at their own quoted cost.
- 7. The Firm/Contractor should store & protect the explosives/building materials as per standard specified norms.
- 8. If the Firm/Contractor delays the project, penalties will be levied as per Standard norms.
- 9. The Firm/Contractor should adhere to the rules and regulations of the Labor Department.
- 10. The Firm/Contractor should provide minimum infrastructure facilities as necessary for their staff & workers (i.e., Drinking water facility, housing facility, Sanitary and First Aid Medical facility etc.,) at the project site.
- 11. No joint venture participation in the tender will be accepted
- 12. The Contractor has to achieve minimum progress for each Week.
- 13. The selected firm/Contractor should submit the PERT CHART/ MILE STONE to show execution plan of work.
- 14. The Firm/Contractor has to use ready mix concrete for all the concrete works, as specified by Alliance Francaise de Bangalore.
- 15. The AFB will provide an Engineer to Supervise the work and to ensure the quality & progress of the work, deficiency in quality of work shall warrant disciplinary action such as monetary penalty, termination of the contract and forfeiture of EMD Money without any consequences and legal recourse to the contractor.
- 16. Firms and Contractors who have litigation pending need not apply for the works and participate in this tender
- 17. In case, if the firms registered under the Indian Partnership Act and companies registered under Companies Act, the person signing the tender shall state the authorization authority under which he is Signing/acting on behalf of partnership firm /company and enclose the certified copy of the Partnership deed/Memorandum of Articles of Association issued by the Authorities.
- 18. The tenderer shall study specifications, detailed drawings carefully and visit the work spot, Quarries, before quoting his tender rates. Any requests or claims for Escalation

- Of rates in Quoted tender rates for any reasons will not be entertained. Quoted rates are binding on Contractor.
- 19. The firm/Contractor has to establish a site office in the site premises at his own cost.
- 20. Conditional tenders will be rejected.
- 21. The Society of Alliance Francaise de Bangalore reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Society's action.
- 22. The tenderer shall procure and use only materials confirming to BIS specification such as Steel, Cement, and water supply materials for the work.
- 23. The estimate rates are derived from the prevailing industry standard rates. The rates quoted shall be inclusive of cost of all materials, labor charges all lead & lift, transportation and finishes. Any escalation in quoted rates for any reasons will not be entertained.
- 24. Any information regarding work, plan and estimate may be obtained from the office of the Alliance Francaise de Bangalore during office hours on working days.
- 25. No advance payment will be made to the contractor. Payment towards the works will be made progressively in proportion to the extent of work completed to the satisfaction of the Society of Alliance Francaise de Bangalore.
- 26. All the recoveries will be made in each bill as per prevailing Government rules and the regulations and any modifications thereof.
- 27. The Tenderer /Firm shall make all arrangements to ensure safety for its employees/ laborers and to public causing any untoward incidents that may occur while execution which may cause injuries /fatal accidents. The tenderer /firm is solely responsible for these incidents. The Society of Alliance Francaise de Bangalore is not responsible for this.
- 28. The Society of Alliance Francaise de Bangalore is not responsible for any technical defects committed by the firms/contractor while downloading & submitting the tender documents.
- 29. The Contractor/firm shall agree that it intends to discharge its obligations in utmost good faith. All disputes and differences whatsoever arising out of, or in connection with this contract shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, to be held in Bangalore. Disputes shall be referred to sole arbitrator and if the Parties are unable to agree on the appointment of the sole arbitrator within 15 (Fifteen) days from the date a Party raises a dispute, then by reference to a panel consisting of 03 (Three) arbitrators, with the Society of Alliance Francaise de Bangalore and the contractor empowered to appoint 01 (One) arbitrator each and the third arbitrator shall be appointed by two of the other arbitrators. Arbitration awards rendered shall be final and binding. Arbitration shall be conducted

in the English language and the place of the proceedings shall be Bangalore, Karnataka.

- 30. Quoting lowest rates shall not confer legitimate right for award of contract to the tenderer/firm. The decision of the Competent Authority in this regard is final and binding on all the quoted firms / contractors.
- 31. All subsequent notifications, changes and amendments with regard to the bidding process will be posted on the aforesaid websites.
- 32. The Contractor/Firm should not engage the child labor on the work site.
- 33. Tenders shall remain valid for a period not less than 90 days.
- 34. Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:
  - a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and /or
  - b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and /or
  - c) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.
- 35. Any modification of the tender documents which may become necessary as a result of queries will be made by the Society of Alliance Francaise de Bangalore exclusively through the issue of an Addendum pursuant to tender Clause.
- 36. Before the deadline for submission of tenders, the Society of Alliance Francaise de Bangalore may modify the tender documents by issuing addenda.
- 37. Any addendum thus issued shall be part of the tender documents and shall be communicated through e portal of the Society of Alliance Francaise de Bangalore only.
- 38. The earnest money deposit may be forfeited:
  - a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
  - b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to sign the Agreement.
- 39. The Society of Alliance Francaise de Bangalore requires that the Tenderers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Society of Alliance Francaise de Bangalore :

- a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Society's contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Society's contract.
- 40. In the event of the specified date of opening being declared a holiday for the Society of Alliance Francaise de Bangalore, the tenders will be opened at the appointed time and location on the next working day.
- 41. The contractor / Firm awarded with the work shall undertake all necessary precautionary measures and make all necessary arrangements to ensure safety for its employees / laborers and to public. The contractor / Firm awarded with the work is solely responsible for Any untoward incidents that might occur during work execution that may cause injuries / fatal accidents. The contractor / Firm awarded with the work is solely responsible for any such incidents. Society of Alliance Francaise de Bangalore will not be responsible for any untoward and accidental incidents.
- 42. If the tender of the successful tenderer is seriously unbalanced in relation to the Society's estimate of the cost of the work to be performed under the contract, the Society of Alliance Francaise de Bangalore, may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Society may require that the amount of the performance security set forth be increased at the expense of the successful Tenderer to a level sufficient to protect the Society against financial loss in the event of default of the successful under the contract.
- 43. The contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Society's accounts.

E-mail: president.bangalore@afindia.org

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The President Society of Alliance Francaise de Bangalore