

Government of Karnataka  DEPARTMENT OF LABOUR

Karmika Bhavana, ITI Compound, Dairy Circle, Bannerughatta Road,
Bengaluru - 560029, Karnataka

Phone: 080-26531253, Email: adlckarnataka@gmail.com

No. NGO-03/CR-76/2020-21

Date: 05.03.2021

e-TENDER NOTIFICATION

E-Tender (two bid system - Technical and Financial bids) are hereby invited from reputed and registered Agencies for the Supply of human resources as **SECURITY SERVICES AND HOUSEKEEPING SERVICES** as per the Terms of Reference for DEPARTMENT OF LABOUR, Head Office, Karmika Bhavana, Dairy Circle, Bannerughatta Road, Bengaluru-560029. The following service supplies and period as per the Terms of Reference described in this notification:-

Description of supply of goods/ service	Period of Contract
1	2
Providing Services of Five(05) Security and Eight (8) Housekeeping Staff of to Head office of Department of Labour, KarmikaBhavana., Dairy Circle, Bannerughatta Road, Bengaluru-560029.	One (01) Year from the date of signing of the work Order

1. E-tenders are invited as per the Karnataka Transparency in Public Procurement Act, 1999, by the Human resource suppliers for the Department of Labour, Head Office, KarmikaBhavan, Dairy Circle, Bannerughatta Road, Bengaluru-560029 on Contract basis.
2. Interested bidders to provide the said services on contract basis for the Department of Labour, Head Office, Karmika Bhavan, Dairy Circle, Bannerughatta Road, Bengaluru-560029 shall submit cost of providing the above mentioned services.
3. If any clarification required by the bidders, shall contact in writing to the Commissioner of Labour.
4. The bidder should fulfill all the terms and conditions which are mentioned in tender document.

Tenders should be submitted electronically through e-Procurement portal (www.eproc.karnataka.gov.in) of the Department of Labour, Government of Karnataka. The last date to apply for e-tender is 05.04.2021 5.00 pm.


Additional Labour Commissioner (Admn)
Department of Labour

GOVERNMENT OF KARNATAKA
Department of Labour
Bengaluru-560 029

PREVIEW OF TENDER

Tender Reference No.	No. NGO-03/CR-76/2020-21, Date: 05.03.2021
Tender Publishing Date	06.03.2021
Last date for submission of Tender	05-4-2021 at 5pm
Pre bid Meeting date	23-03-2021
Time and date of opening of Technical Bid	07-04-2021 at 10.30 AM
Time and date of opening Financial Bid	08-04-2021 at 10.30 AM
Place of opening of Tenders	Office of Additional Labour Commissioner(Admin) KarmikaBhavan,3 rd Floor, ITI Compound, Bannerughatta Road, Bengaluru-560
Address for communication	Office of Additional Labour Commissioner(Admin) KarmikaBhavan,3 rd Floor, ITI Compound, Bannerughatta Road, Bengaluru-560

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TENDER DOCUMENT
PART-I

1. Preamble

Tenders under two bid systems, i.e., Technical Bid (Pre-qualification requirement) and Financial Bid, from the eligible Bidders will be received through e-procurement portal of the Government of Karnataka by the Labour Department for the following:

- 1.1. Nature of Service:** Providing Services of Security and Housekeeping Staff to Head office of Department of Labour, Karmika Bhavana, Bannerughatta Road, Bengaluru-560029.
- 1.2. Period of Agreement:** One (01) year from date of signing the work order.
- 1.3. Earnest Money Deposit (EMD):** Uploading EMD declaration Annexure as per Govt. proceeding No. ಆಇ 675 ವೆಚ್ಚ-12/2020, ಬೆಂಗಳೂರು ದಿನಾಂಕ: 22.12.2020 through designated e-procurement portal. Tenders will be opened in the presence of tenderers or their authorized representatives on the date and time specified.

2. Scope of work:

- 2.1** Providing Services of Five (5) of Security and Eight (8) Housekeeping Staff to Head office of Department of Labour, Karmika Bhavan, Banneruaghatta Road, Bengaluru-560029.

3. Eligibility Criteria:

- 3.1** The Agency should have been registered as a Firm or Company Not less than three (3) years:
 - i.** Registered Under the Karnataka Shops and Commercial Establishments Act 1961
 - ii.** License obtained by the Police department under KARNATAKA PRIVATE SECURITY AGENCIES Act in Karnataka
 - iii.** Experience of Providing Services of Security and Housekeeping Staff of minimum two (2) State/ Central Government Departments/ Organizations/ Institutes/ Boards, OR Central/State Public Sector Undertakings/Private Sector within the state of Karnataka during the past three (3) years;
 - iv.** The Agency should have its registered office or its branch office in the State of Karnataka.
 - v.** The Agency shall have: PAN, GST, ESI, PF registration
 - vi.** The Agency should have a minimum total turnover of Rs. 1.5 Crore during previous three (03) years (2017-18, 2018-19 and 2019-20).

- vii. The Agency should not have been blacklisted by State / Central Government Departments / Organizations / Institutions / Boards, OR Central / State Public Sector undertaking in the past Five (5) Years.

4. Documents to be uploaded:

4.1. The Following documents in support of the eligibility are required to be uploaded: -

1. Firm registration certificate under the Companies Act 1956; or The Agencies who have been registered under any appropriate Government Department in the State of Karnataka, for having been in existence as a registered Firm/Agency for past five (5) years or more
2. License obtained by the Police department under KARNATAKA PRIVATE SECURITY AGENCIES Act;
3. Document(s) in support of having supplied Security and Housekeeping Service of not less than 20 persons in a given supply order to two or more State or Central Government Departments/ Organizations/ Boards or Central/ State Public Sector /Private Sector Undertakings within the State of Karnataka during last three (3) years only
4. The Agency shall have already registered their firm with ESI, PF, PT, State Labour Department, and shall upload the ESI & PF remittance challans of previous three months of the current year.
5. Documents such as PAN and GST Registration;
6. Income Tax Returns of past 3 years (2017-18, 2018-19 and 2019-20); and Annual Financial Statements & CA Certificates for previous 3 years (2017-18, 2018-19 and 2019-20);
7. Documents to show the Profile, including its organizational structure and experience in the field, and also clearly showing the complete address of office or directors or its branch office in the State of Karnataka;
8. Undertaking to the effect that the Agency or any of its Partners or Directors have not been blacklisted by any State / Central Government or any Government Department/ Organization/ Institution / Board or Corporation;
9. Undertaking to comply with the Tender Terms & Conditions (including corrigendum).
10. Uploading EMD declaration Annexure as per Govt. Proceeding No. ಆಇ 675 ವೆಚ್ಚ-12/2020, ಬೆಂಗಳೂರು ದಿನಾಂಕ: 22.12.2020.

4.2 Submission of all above documents for all the years concerned is **“mandatory”**. **Failure to upload any of them will result in disqualification** at technical bid stage itself.

4.3 Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances. However, the Department

reserves the right to seek fresh set of documents or originals or seek clarifications on the already uploaded documents.

- 4.4** Each page of the tender document must be signed along with seal of the Agency clearly indicating the name and designation of the authorized signatory of the organization.
- 4.5** The Agency will have to produce the original documents at the time of Technical Bid Scrutiny and/or at any subsequent stage (including after award of work) by the Department and will have to attest any or all pages of tender document or any document subsequently uploaded by it.

5. Corrigendum in respect of Tender Document:

- 5.1** At any time prior to the last date for receipt of Bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Agency, modify the Tender Document through a corrigendum which will be uploaded.

- 6. Manner of quoting the financial bid:** Financial Bid in terms of rupees (rounded off to the next nearest rupee) including all taxes and delivery charges should be quoted.

7. Bid Opening Process

- 7.1 Technical Evaluation:** Online bids will be opened by a Tender Scrutiny Committee (TSC) constituted by the Department for the purpose on the date and time mentioned in this document (read with corrigendum, if any) in presence of the Bidder or a duly authorized representative, if present. No separate intimation will be given in this regard.
- 7.1.1** Bids will be evaluated with regard to eligibility criteria as per tender document.
- 7.1.2** The Bidder or authorized representatives will have to produce the original documents at the time of technical scrutiny. The Department reserves the right to reject the bid at technical stage, in case; the original documents are not produced for physical verification.
- 7.1.3** Only one authorized representative of each Bidder will be permitted to be present at the time of opening of the bids.
- 7.1.4** The Department reserves the right to ask for records for clarification, if required by the Tender Scrutiny Committee (TSC).
- 7.1.5** Bids, not satisfying the Technical eligibility criteria will be rejected.

Marks sheet for Documents in technical BID:

SN	Document Name	Marks
1	Firm registration certificate under the Companies Act 1956; or The Agencies who have been registered under any appropriate Government Department in the State of Karnataka, for having been in existence as a registered Firm/Agency for past five (5) years or more	5
2	License obtained by the Police department under KARNATAKA PRIVATE SECURITY AGENCIES Act in Karnataka	10
3	Document(s) in support of having supplied Security and Housekeeping Service of not less than 20 persons in a given supply order to two or more State or Central Government Departments/ Organizations/ Boards or Central/ State Public Sector Undertakings/Private Sector within the State of Karnataka during last three (3) years only Experience in 2-3 Institutions: 10 marks Experience in 4-5 Institutions: 15 marks Experience in More than 5 Institution: 20 marks	20
4	The Agency shall have already registered their firm with ESI, PF, PT, State Labour Department, and shall upload the ESI & PF remittance challans of previous three months of the current year.	20
5	Documents such as PAN, GST, ESI and PF registration	5
6	Income Tax Returns of past 3 years (2017-18, 2018-19 and 2019-20); and Annual Financial Statements & CA Certificates for previous 3 years (2017-18, 2018-19 and 2019-20 Annual Turn Over Rs Rs. 1.5 crore and up to Rs. 2 crore : 10 Marks Annual Turn Over Rs 2 crore and up to Rs. 5 crore : 15 Marks Annual Turn Over Above 5 crore: 20 Marks	20
7.	Agency Profile, including its organizational structure and experience in the field, and also clearly showing the complete mailing address of its head office and branch office in the state of Karnataka and official e-mail, telephone number	5
8	Undertaking to the effect that the Agency or any of its Partners or Directors have not been blacklisted by any State/ Central Government or any Government Department/ Organization/ Institution / Board or Corporation	5
9	Undertaking to comply with the Tender Terms & Conditions (including corrigendum);	5
10	Uploading EMD declaration Annexure as per Govt. Proceeding No. ೮೩ 675 ವೆಚ್ಚ-12/2020, ಬೆಂಗಳೂರು ದಿನಾಂಕ: 22.12.2020	5
	Total	100

7.2 Financial Evaluation:

- 7.2.1** Financial bids of only those Bidders whose bids meet the Financial Bid eligibility criteria and are found technically qualified only will be opened by the Tender Scrutiny Committee (TSC) on the date and time as per the Tender document in the presence of the Bidders or their representatives, if present, for further financial evaluation.
- 7.2.2** Only one authorized representative of each of the Bidder will be permitted to be present at the time of opening of the bids.

8. Confidentiality

- 8.1** The Agency shall not use confidential information, the name or the logo of the Department except for the purposes of providing the service as specified under this contract.

9. Penalty for Delay:

- 9.1** Any delay in supply within stipulated time period as mentioned in Work Order will invite penalty at the rate of one percent (1%) of the order value per day of the delay subject to a maximum limit of 20%.
- 9.2** If the delay is such that the delay penalty has reached a value of 20% of the order value, the Department will impose the penalty as above and will have an option to cancel the work order and award the work to any other agency without any compensation to the agency at the risk and at the cost of such defaulting agency.
- 9.3** EMD/Security Deposit and the Performance Bank Guarantee submitted by the defaulting agency would be forfeited and empanelment cancelled.
- 9.4** Defaulting agency would be debarred from participating in any of the departments in State / Central Tender for a period of three years.

10. Terms of Payment and Payment Schedule:

- 10.1** The working hours of the Security and Housekeeping Staff shall not be more than 9 hours a day and 48 hour a week. If it exceeds, the Agency (contractor) should pay the Wages at double the rates of Normal wages.
- 10.2** payment shall be made before 7th of every month and credited to the Bank Accounts of the workers.
- 10.3** All Labour laws have to be complied.
- 10.4** Amount to the agency will be released only after the payment of the workers made and PF/ESI Challan are produced along with the bills.

- 10.5 A pre-receipted bill, in triplicate, along with certificate of satisfaction from the Official of the Labour department shall be submitted by the Agency.
- 10.6 Payments shall be subject to deductions of any amount for which the Agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to deduction of Tax deduction at source (TDS) as per the Income Tax Act/ Rules and/or any other Rules or order of the Government
- 10.7 Payments will be made to the Agency after submission of bills and necessary certifications which fulfils the tender.
- 10.8 No interest is payable by the department for late payments, if any and for whatsoever reasons.

11. Security Deposit and Performance guarantee

- 11.1 The successful tenderer shall deposit an amount **equivalent to 3%** of the Tender amount as security deposit or provide a Demand Draft or an irrevocable bank guarantee of any Nationalized / State Bank for the duration of the agreement at the time of entering into agreement, which is valid for a period of one (01) year, in favor of the Commissioner of Labour, payable at Bengaluru.

12. Indemnity

The selected Agency shall indemnify the department against all third party claims arising in connection with the services provided by it for a period of one(01) year from the date of Service.

13. Termination of Contract

- 13.1 **Termination for Insolvency:** The department may at any time terminate the work order / contract by giving a written notice of one month to the selected Agency, without any compensation to the Agency, if the Agency becomes bankrupt or insolvent.
- 13.2 **Termination for default by Agency:** Default is said to have occurred, if:
- i. the Agency fails to execute the Supply Order within the specified time limit or any extension thereof granted by the department;
 - ii. the Agency fails to perform any obligations(s) and activities under the contract and/or any statutory requirement under the rules and regulations of the Government;
 - iii. the Agency, in either of the above circumstances, does not take remedial steps within a period of seven (07) days after receipt of the default notice from the department (or takes longer period in spite of what the department may authorize in writing),

- iv. The department reserves the right to terminate the contract / Supply Order in whole or in part, as deemed appropriate. Security Deposit of such defaulting agency(s) shall be forfeited and the defaulting Agency shall be debarred from participating the department Tenders for a period of three years; and
- v. In addition to above, the department may at its discretion may get the services from any other agency at the cost and risk of such defaulting Agency. The defaulting Agency shall be liable to compensate the department for any extra expenditure involved to complete the scope of work in totality. In addition, the defaulting Agency shall also be liable to pay 20% of the Supply Order as cancellation charges for each unexecuted order.

14. Responsibilities of the Agency

- 14.1** The supplies and / or services in quantity and quality as specified by the department will be executed/ performed by the Agency within the time limit as specified in the work order;
- 14.2** The Agency is liable for damages on account of any violation by the manpower deployed under any laws of the country.
- 14.3** The Agency shall provide Photo ID Card and Uniform respectively as per Rules 15 and 16 of Karnataka Private Security Agencies Rules, 2008.

15. Liability of the Agency

- 15.1** Agency shall be liable for all acts of omission and commission by it or its agents or employees under this tender and the department stands insulated against aggrieved third-party complaints against any civil or criminal actions of the agency or its agents or its employees.

16. Arbitration:

- 16.1** In case of any dispute or disagreement of any kind arising out of services being provided by the agency, unless resolved amicably, its resolution shall be done by an arbitrator nominated by the authority and shall be acceptable to all parties concerned.

17. Applicable Laws

- 17.1** The Agency shall be governed by the laws and procedures established by Government within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 17.2** All disputes in this connection shall be settled in Bengaluru jurisdiction only.

18. GENERAL TERMS & CONDITIONS

1. Only those Firms or Companies who fulfill the prescribed eligibility criteria and possess all the documents required for technical scrutiny need apply. The bidders shall submit the bids only after understanding the Tender Document completely.
2. Joint Bids will not be accepted.
3. Tender document is non-transferable. Conditional tenders are liable for rejection.
4. Financial Bid shall be quoted carefully. The Department will not be responsible for any misinterpretation or wrong assumption by the Agency.
5. Bid validity: The Bid shall be initially **valid for 30** days from the opening of financial bid. If necessary, the department will seek extension in the bid validity period beyond 60 days.
6. The Department reserves the right to cancel the tender process at any stage without assigning any reason as well to reject any or all the bids without assigning any reason. The Department also reserves the right to reject any bid on the basis of unsatisfactory past performance of a bidder or warranted termination of past contract or fake bids.
7. The Department also reserves the right to modify/relax any of the terms and conditions of the tender by declaring / publishing such amendments in a manner that all prospective Agencies / parties to be kept informed about it.
8. Suppression/misrepresentation of any information or furnishing false/incorrect information by any bidder shall render summary rejection of the bid. The contract, if made, will be liable to be terminated. EMD/ Security Deposit/ Performance Bank Guarantee will also be liable for forfeiture along with criminal prosecution, if warranted. The decision of the Department in this regard shall be final and binding.
9. Release of Security Deposit/ Performance Bank Guarantee: These will be released after 30 days of the expiry of the Contract period, by adjusting any dues to the Department.
10. In case of any dispute or proceedings in any court/ authority on a matter arising out of the Agreement, the Security Deposit/ Performance Bank Guarantee shall not be released until the proceedings are disposed of even in the event of the Agreement coming to an end.
11. The Rates of Wages payable for Security and Housekeeping Staff is as mentioned in the Format.
12. No escalation in rates by the successful tenderer on any account in any form shall be entertained by the department during the Agreement period.

13. The Agency shall have obtained necessary statutory permissions under relevant laws wherever applicable.
14. Any attempt by Agency to bring pressure towards the Department decision making process will make the Agency liable for disqualification for participation in the present tender. Such Agency may also be liable to be debarred from bidding for the Government tenders in future for a period of three years.
15. The decision of the Department arrived at during various stages of the evaluation of the bids is final and representation of any kind shall not be entertained.
16. **Agreement:** The successful tenderer shall enter into an Agreement on a non-judicial stamp paper of Rs. 200/- for due performance of contract, within time limits as intimated by the Department (or extensions granted). The Agency shall provide the required goods/ services within the period as specified in the Agreement.
17. The scope of Agreement shall be liable for alteration by way of deletions or additions at the discretion of the Department.
18. The Agency or its personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters, etc.
19. The Department shall not be responsible for any damage/ injury sustained by the employee deployed by the Agency, during the course of providing services.
20. In case, the Agency fails to seek clarification, if any, in writing from the Department regarding any doubts or ambiguities with regard to any clause in the Agreement, the decisions of the Labour Commissioner or Additional Labour Commissioner of the Department in such issues shall be final.
21. The successful bidder shall furnish a bank guarantee of value specified in this document as the Performance Guarantee from a Nationalized / State Bank for the contract period. In case the successful bidder fails to sign the contract or submit the Performance Guarantee within specified period, the EMD shall be forfeited.
22. In case, the Agency fails to provide services or found to be unsatisfactory, the contract can be terminated by the Department by giving *one month's notice*. The performance guarantee/security in that case shall be forfeited.
23. To prevent disputes and litigations, it shall be accepted as an inseparable part of the Agreement that in matters with regard to interpretation of Agreement, mode of procedure and carrying out the work, the decision of the

Labour Commissioner or Additional Labour Commissioner shall be final and binding on the Agency.

24. Agency shall be available to be contacted in case of any need at any time, i.e., 24x7 on all 365 days.
25. The bidder shall bid the total cost of service and commissioning charges including prevailing taxes.
26. The Agency shall ensure that one of its representative supervisors is available at pre-notified address with contact number.
27. Breach of contract/ work order: In case the Agency is found in breach of any condition(s) of tender or supply order, at any stage during the supply/service period, or adopts any unfair practice for the purpose of this tender either before or after issue of work order, it's EMD/Security Deposit/ Performance Bank Guarantee is liable for forfeiture. Further, the Department reserves the right to initiate legal action as per law and also to debar the defaulting Agency concerned from participating in the Department Tenders for at least three years.
28. The Security Staff deployed by the Agency shall be the employees of the Agency only. The appointment Order, Service Conditions, Leaves and all other statutory obligations including termination due to misconducts is the sole obligation of the Agency. Department shall communicate any such critical issues to the Agency.
29. Necessary training for uploading of bids and hands on experience in handling e-procurement system could be obtained from the centre for e-governance, MS building, Gate No. 2, Bengaluru-560001. Necessary details could also be obtained over telephone:080-25501216/25501227 or e-mail id- hphelpdesk.blr@intarvo.com

19. Pre-Bid Meeting:

Agencies are advised to study the Tender Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, etc., given in the tender document with full understanding of its implications. Failure to furnish all information required in

the tender document or submission of a bid not substantially responsive to the tender document in all respects will be at the Agency's risk and may result in the rejection of the bid. All the bids must be valid for a period of 90 days from the date of the tender opening. However, the rates should be valid for the initial/ extended period of empanelment from the date of empanelment. No request will be considered for price revision during the empanelment (contract) period. If necessary, the the Commissioner of Labour will seek extension of the bid validity period beyond 90 days. The Agency, not agreeing for extensions will be allowed to withdraw its bid without forfeiture of EMD.

Tenderers are requested to participate in the Pre-Bid meeting on date and time specified in this document for any clarifications on the tender document / Terms of Reference (ToR).

All enquiries / clarifications from the bidders, related to this Tender Document must be directed in writing / electronic mail to the Board. Telephone calls will not be entertained.

In no event, will the the Commissioner of Labour be responsible for ensuring that it has received the bidders' inquiries. The the Commissioner of Labour will endeavor to provide timely response to all questions.

The the Commissioner of Labour will not be bound to clarify any query received after the pre-bid meeting.

Format

(The Monthly Rates of Wages for the Security Staff)

SN	Wage Details	Approved Rate in Rs
1	Basic + DA	15036.60
2	EPF Employer Contribution (13.15 %)	1977.31
3	ESI Employer Contribution (3.25)	488.69
	Total	17502.60
4	GST 18%	3150.46
5	Total	20,653.06
6	Only Service charges should be mention for one(1) Security staff per month <i>(To be filled up the Agency)</i>	
	Total	

Note: Above Rate may variable time to time as per per Government Order.

Duties of Security Staff:

- 1) The Security shall be on 24 hours duty: two (2) security each in a day's Shift and one (01) in Night Shift.
- 2) Duties of Security Staff:
 - i. To prevent and detect signs of intrusion and ensure security of doors, windows, and gates of the premises.
 - ii. Answer Lift alarms and investigate disturbances.
 - iii. Monitor and authorize entrance and departure of employees, visitors, and other persons to guard against theft and maintain security of premises.
 - iv. Write reports of daily activities and irregularities, such as equipment or property damage, theft, presence of unauthorized persons or unusual occurrences.
 - v. Call police or fire departments in cases of emergency, such as fire or presence of unauthorized persons.
 - vi. Answer telephone calls to take messages, answer questions, and provide information during non-business hours.
 - vii. Prevent passage of prohibited articles into premises.
 - viii. Secures premises and personnel by patrolling the office campus both inside and outside;
 - ix. Prevents losses and damage by reporting irregularities; informing violators of policy and procedures; restraining trespassers.
 - x. Controls traffic by directing drivers.

- xi. maintains reports by recording observations, information, occurrences, and surveillance activities, obtaining signatures etc,
- 3) The Agency shall provide the Following to the House Keeping Staff in the First month of the contract :-
- i). One pair of Boots and 2 pairs of Socks or Rupees 850.00 to be paid to purchase the same for each Security Staff.
 - ii) One Muffler and one woolen Sweater or Rupees 300.00 for the Security Staff who are posted in Night Shifts.
 - iii) 2 pair of Uniforms, one Cap (Cap or Hat) and one Belt or Rupees 1500.00 should be given.
 - iv) Washing Allowance of Rs. 100.00 per month should be paid along with monthly wages.
 - v) For Night Security Guards, Battery and Torch shall be provided.

Format
(The Monthly Rates of Wages for the House keeping Staff)

SN	Wage Details	Approved Rate in Rs
1	Basic +DA	16516.60
2	EPF Employer Contribution (13.15%)	2171.93
3	ESI Employer Contribution (3.25)	536.79
	Total	19225.30
4	GST 18 %	3460.55
5	Total	22,685.85
6	Only Service charges should be mention for one(1) House Keeping staff per month <i>(To be filled up the Agency)</i>	
	Total:	

Note:

- 1) The Working Hours of the House Keeping staff shall be 08.00 A.M to 5.00 P.M. (one Hour Rest from 12.00 Noon to 1.00 P.M).
- 2) Above Rate may variable time to time as per per Government Order.

Duties of the House Keeping staff:

- i. The House Keeping Staff Should maintain a clean, sanitary, comfortable and tidy environment in the premises. Sweep, scrub, mop and polish floors of the office premises - Minimum of two times every day.
 - ii. clean carpets and foot rugs.
 - iii. shampoo carpets, foot rugs and upholstery.
 - iv. empty and clean trash containers.
 - v. dispose of trash in a sanitary manner.
 - vi. clean wash basins, mirrors, tubs and showers.
 - vii. wipe down glass surfaces.
 - viii. tidy up rooms.
 - ix. wash windows
 - x. maintain all cleaning equipment and materials in a safe working condition
 - xi. monitor and report necessary domestic repairs and replacements
 - xii. Keep the wash rooms clean by cleaning at twice every day.
- 3) The Agency shall provide the following facilities and items to the workers in the First month of the Contract:
1. Uniforms (2 pair of uniforms):- For Men: Khakhi, For Women: Blue.
 2. Hand Gloves - Leather (2 pair of hand gloves with good quality)
 3. Caps : Two (2) Nos.
 4. Gumboots with ISI Mark (one pair)
 5. Slippers : 2 pairs
 6. Nose Mask dust free respirator (2 pair)
 7. Sufficient quantity of Cleaning Materials including Phenyl and Bleaching Powder.

Appendix-1 – Covering Letter

(To be submitted in firm/ company letter head)

To,
The Commissioner,
Department of Labour
Dairy Circle, B G Road
BENGALURU-560 029

Sir/Madam,

Subject: Selection of manpower agency to provide Typists, Drivers and Attenders cum Peons to the offices of Labour Department

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect to the Selection of manpower agency to provide **Typists/Driver/Attender cum Peon** at the Department of Labour, do hereby propose to provide our services as specified in Tender.

Technical Response

We confirm having submitted the information as required by you in your Request for Proposal document. This is enclosed in our technical bid. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

EMD

Uploading EMD declaration Annexure as per Govt. proceeding No. ಆಇ 675 ವೆಚ್ಚ-12/2020, ಬೆಂಗಳೂರು ದಿನಾಂಕ: 22.12.2020 through designated e-procurement portal.

Deviations

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations from the requirements mentioned in this RFP,

Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in the RFP.

Validity of this Bid

We agree to abide by this tender response for a period of days from the date of opening of the bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the Department of Labour.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the Proposed System at the Department of Labour put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and the Department of labour or its appointed representatives.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)

Name :

Designation :

Seal :

Date :

Place :

Business Address:

Appendix-2 – Turnover Details

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the annual turnover furnished by << COMPANY NAME >> for last 3 years i.e. 2017-18, 2018-19 and 2019-20 in the business of providing of manpower deployment services is as below. This is as per the Statement of Accounts which has been duly verified by me and found correct.

Financial year	Total Turnover of the Company (Rs. in Lakhs)	Total Turnover from the business of providing of manpower deployment services in the area of Typists/Driver/Attender cum Peon (Rs. in Lakhs)
2017-18		
2018-19		
2019-20		

Place:

Date:

Seal & Signature of Chartered Accountant

Appendix-3 – Undertaking on Office Premises

This is to certify that << COMPANY NAME >> has an office in the Bengaluru. Relevant address proof is enclosed.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

Appendix-4 – Undertaking on Service Level Compliance

To,
The Commissioner,
Department of Labour
Dairy Circle, B G Road
BENGALURU-560 029

Sir/Madam,

Subject: Selection of manpower agency to provide House Keeping
and Security to the Department of Labour

1. I/We as Manpower Agency do hereby undertake that we shall comply with the service levels stated in the RFP to provide quality service to the Department of Labour.

2. However, if the proposed resources are found to be insufficient in meeting the RFP and/or the service level requirements given by the Department of Labour, then we will augment the same without any additional cost to the Department of Labour.

Yours faithfully,

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

Appendix-5 - Details of the Bidder

Sl. No.	Particulars	Details	
1.	Name of the Bidder		
2.	Address of the Bidder		
3.	Status of the Company (Public Ltd/ Pvt. Ltd)		
4.	Details of Incorporation of the Company	Date:	
		Ref. #	
5.	Details of Commencement of Business	Date:	
		Ref. #	
6.	Valid GST no.		
7.	Permanent Account Number (PAN)		
8.	Name & Designation of the contact person to whom all references shall be made regarding this tender		
9.	Telephone No. (with STD Code)		
10.	E-Mail of the contact person:		
11.	Fax No. (with STD Code)		
12.	Website		
13.	Financial Details (as per audited Balance Sheets) (in Cr)		
14.	Year	2017-2018	2018-19
15.	Net Worth		
16.	Turn Over		
17.	PAT		

Appendix-6 – Bidder’s Experience

S. No.	Criteria	Project
1.	Customer’s Name	
2.	Scope of the Project	Provide scope of the project, highlight Key Result Areas expected and achieved
3.	Value of Project for Bidder	
4.	Date of Contract and Contract period	
5.	Completion certificate	Yes/No
6.	Customer Contact Person’s detail	
6.1	Name	
6.2	Designation	
6.3	Email	
6.4	Phone	
6.5	Fax	
6.6	Mailing address	

Appendix-7 – Undertaking on being not blacklisted

This is to certify that << COMPANY NAME >> is not blacklisted by Government of Karnataka or any of its agencies for any reasons, whatsoever and not blacklisted by Central / any other State / UT / Government, or its agencies for indulging in corrupt, or fraudulent practices or for indulging in unfair trade practices as on 1st March 2020.

I also hereby certify that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

Appendix-8 – Format for Declaration of Acceptance of Terms and Conditions in RFP

(In firm/ company letter head)

To,
The Commissioner,
Department of Labour
Dairy Circle, B G Road
BENGALURU-560 029

Sir/Madam,

Subject: Selection of manpower agency to provide Typist, Diver and Attender
cum Peons for the offices of Labour Department

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] regarding Selection of manpower agency to provide Typists, Drivers and Attenders cum Peons at The Department of Labour,GOK.

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Appendix - 9 - Format for Undertaking on litigation(s)
(in firm/ company letter head)

This is to certify that << COMPANY NAME >> is not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date:

Place:

Appendix –10 Format of Performance Bank Guarantee

PERFORMANCE GUARANTEE

Ref:

Bank Guarantee No:

Date:

To

The Commissioner,
Department of Labour
Dairy Circle, B G Road
BENGALURU-560 029

1. Against contract vide Advance Acceptance of the Tender No. <Tender Number dated DD/MM/YYYY>pertaining to “Selection of manpower agency to provide Typists, Drivers and Attenders cum Peons at The Department Of Labour” (hereinafter called the said 'contract') entered into between the Commissioner of Labour, Government of Karnataka, (hereinafter called the Purchaser) and M/s. _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at(hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank / Branch) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its, Registered Office at..... and a branch office at are holding in trust in favour of the Purchaser, an amount of Rs..... (Rupees.....only). To indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We --- (Name of the Bank/Branch)..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e.till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ (Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us(Name of the Bank/Branch) notwithstanding the fact that the same is enforced **within six months** after the said date, provided that notice of any such claim has been given to us (Name of Bank/Branch) by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (Name of the Bank Branch) undertake not to revoke this guarantee during its currency without consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

6. We (Name of the Bank / Branch) further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we,(Name of the Bank/Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed of Rs..... (Rupees in words ---- only)

ii)The Bank Guarantee shall be valid up to; and;

iii) We.....(Name of the Bank/Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Authorized Signatory of the Bank

Signature

Full name/designation/ Address of the official and date

WITNESS NO. 1

Signature

Full name/designation/ Address

WITNESS NO. 2

Signature

Full name/designation/ Address

