## 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-02/CR-46/2018-19 Date: 5 03.2020

#### E-TENDER NOTIFICATION

E-Tender (two bid system - Technical and Financial bids) are hereby invited from reputed and registered Agencies for the Supply of **Typists/Driver/Attender cum Peon** as per the Terms of Reference for the DEPARTMENT OF LABOUR, Head Office, Karmika Bhavana, Dairy Circle, Bannerughatta Road, Bengaluru—560029 and its divisional offices across Karnataka. 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	Earnest Money Deposit
11	2	3
Supply of Approximately 17 Typists, 07 Drivers and 30 Attenders cum Peons to Head office and Division offices of Department of Labour across Karnataka.	One (01) Year from the date of signing of the Work Order	Rs. 1,81,614.00

- 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, Karmika Bhavan, Dairy Circle, Bannerughatta Road, Bengaluru-560029 and divisional offices 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-29 and divisional offices and 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 30.03.2020 at 16:00 hours.

Additional Labour Commissioner (Admin)
Department of Labour

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# GOVERNMENT OF KARNATAKA Department of Labour Bengaluru-560 029

#### PREVIEW OF TENDER

Tender Reference No.	No.NGO-02/CR-46/2018-19,
	Date: 05.03.2020
Tender Publishing Date	06.03.20200
Last date for submission of Tender	20 · 03.2020 up to 16.00 Hours
Time & date of opening o Technical Bid	23. 03.03. 2020 at 10.30 Hours
Time & date of opening Financial Bid	Ձዛ.03.2020 at 10.30 Hours
Place of opening of Tenders	Office of the Labour Commissioner, Karmika Bhavan, 3 <sup>rd</sup> Floor, ITI Compound, Bannerughatta Road, Bengaluru-560 029
Address for communication	Office of the Labour Commissioner, Karmika Bhavan, 3 <sup>rd</sup> Floor, ITI Compound, Bannerughatta Road, Bengaluru-560 029

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### Glossary

AMC	Annual Maintenance Contract	
EMD	Emiesi Money Deposit	
ESI	Employees' State Insurance	
GoK .	Осматицент ит Катызайаг	
EE	Information Technology	
F01	Letter of firters	
PBG	Performance Bank Guarantee	
PO	Purchase order	
RIVE-	Required for Proposal	
HIK	Нуденьай Карманака Кедил	

#### TENDER DOCUMENT

#### PART-I

#### 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 Commissioner of Labour, Department of Labour, Bengaluru for the following:

- 1. Nature of Service: To provide Manpower services as per the awarded work order and the agreement entered into for Department of Labour, Head Office, Karmika Bhavan, Dairy Circle, Bannerughatta Road, Bengaluru-560029 and divisional offices on Contract basis.
- 2. Period of Agreement: Twelve Months from the date of signing the agreement.
- 3. Earnest Money Deposit (EMD): Tender shall accompany an Earnest Money Deposit Rs. (only) through the designated e-procurement portal. Tender Processing Fee shall be paid as per the e-procurement portal (http://eproc.karnataka.gov.in) using either of the following modes:
  - a. Net Banking
  - b. Credit Card
  - c. Direct Debit
  - d. National Electronic Funds Transfer (NEFT)/ Real Time Gross Settlement (RTGS)
  - e. Over the Counter (OTC)

As per e-Procurement portal, the Tenders without EMD and Tender Processing Fee will not be accepted. The EMD shall not carry any interest.

Tenders will be opened in the presence of available tenderers or their authorised representatives on the date and time specified herein.

#### PART-II

#### **Terms of Reference**

### **Background and Requirement:**

- 1.1. The Department of Labour, Government of Karnataka intends to outsource the services of approximately 17 Typists, 07 Drivers and 30 Attenders cum Peons to be deployed at the Head Office, Bengaluru and the Divisional Offices across the State of Karnataka through duly registered high quality experienced Manpower servicing Agencies. Hence the Department invites tenders through the Government of Karnataka E procurement portal. The bid comes under the two cover bid category i.e. Technical bid and Financial bid. An evaluation committee will be formed by the Department of Labour for evaluation of the bids. Decision of the committee would be final and binding upon all the bidders. The bids will be opened on or after the date and time specified in e-Procurement portal. The Commercial Bids of only the technically qualified bidders will be opened for evaluation. The bidder will be decided based on L1 criteria. L1 will be calculated as per the explanation given in the commercial bid format.
- 1.2. The bid with the lowest total price (i.e. all-inclusive price) will be considered for the award of the contract.

#### 2. Scope of work:

- 2.1. The successful bidder shall deploy Typists, Drivers and Attenders cum Peons for the Offices of Labour Department across the State of Karnataka specified in this tender, as and when indented by the Tendering Authority, so that he/she shall be in a position to carry out the awarded work without any loss of time immediately after finalization of agreement as follow the directions of Head of the office.
- **2.2.** The age group of the outsourced staff to be deployed by the Agency shall range from 18 years to 45 years applicable to specific posts as mentioned in the Annexure 1.

#### 2.3. Roles & Responsibilities

The detailed roles & responsibilities of the Typists, Drivers and Attenders cum Peons (who would be deployed by the selected manpower agency at Head Office/across the districts) are stated below.

- a. The manpower deployed shall be fully dedicated for the services of the Department of Labour and will perform their duties wherever the Department directs.
- b. The deployed resources shall not smoke or consume alcohol and paan on duty and loiter in the premise during office hours.
- c. Working Hours is 10.00AM to 5.30 PM. The same shall be strictly adhered to additional work hours may be required during urgent and emergency work.
- d. The Typists, Driver and Attenders cum Peons assigned to Officers shall report to them.
- e. The Typists, Driver and Attenders cum Peons deployed shall not involve themselves in any kind of illegal activities or any kind of misconduct in the department premise.
- f. The deployed staff shall not involve themselves in any kind of personal work during Office hours.

- g. Confidentiality with respect to the work assigned shall be strictly maintained. They shall not divulge, disclose to any person, any details of the office, operational process and administrative/organizational matters.
- h. The deployed staff should be polite, cordial, positive and efficient and follow official decorum and formal dress code.
- i. The deployed staff shall sign the attendance register and record their thumb impression on the biometric attendance system.
- j. Any deployed contract staff before quitting the assigned work shall hand over the files duly listing the stage of work pending or completed to another responsible staff with a signature confirming the status of work.
- 2.4. The selected agency shall call for an advertisement (one in local language and one in English popular/widely read news paper) and give publicity for selecting the required posts before deploying them with-out any extra cost for the process.

## 2.5. APPOINTMENT OF LOCAL CANDIDATES

As per Karnataka Government Circular Dated 02-02-2019, while deploying outsourced Manpower in the local cadre of Hyderabad Karnataka Region (Kalyana Karnataka Region), Local Candidates of that Area have to be mandatorily appointed. The cadre of Hyderabad Karnataka Region (Kalyana Karnataka Region) consists of Offices Bidar, Kalaburagi, Yadagiri, Koppala, Raichuru and Ballari districts and Offices situated in Head Quarters Bengaluru

### 3. Eligibility Criteria:

- 3.1 The Agencies who have been registered under any appropriate Government Department in the State of Karnataka, and those who have been in existence as registered Firm/Agency for past three (3) years or more and who have provided MANPOWERSERVICES of not less than 50 persons in a given sumply order to two or more State or Central Government Departments. Organizations/ Boards or Central/State Public Sector Undertakings within the State of Karnataka during last three (3) years. The Agency shall have already registered their firm with ESI, PF, PT, State Labour Department, and copies of all registration certificates and licenses up to date must be uploaded.
- 3.2 The Agency should have at least a branch office Bangalore, Karnataka and shall upload any document issued by the any appropriate Government Department for having the registered office in the state of Karnataka.
- 3.3 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.
- 3.4 The Agency should have a GST registration.
- 3.5 The Agency should have Income Tax registration (PAN).
- 3.6 The Agency should have a minimum total turnover of Rs. 3 crores during previous 3 years 2016-17, 2017-18 and 2018-19); However the Annual Turnover should not be less than Rs. 3 Crores in a particular year during any of these years.
- 3.7 Valid current (2019-20) licence as required under the Contract Labour (Regulation and Abolition) Act, 1970 and Karnataka Rules, 1974 and Karnataka Shops and Commercial Establishments Act, 1963
- 3.8 Bank liquidation letter.
- 3.9 The Agency should not have been blacklisted by any State/ Central Government Departments/ Organizations/ Ioutitudes/ Bounds, OR Central/State Public Sector Undertakings. The Agency should provide an undertaking to this effect along with Tender document.

#### 4. Documents to be uploaded:

## 4.1 Following documents in support of 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. Any document issued by any authority of Govt. of Karnataka, for having a branch office in Bengaluru, Karnataka.
- 3. 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.
- 4. Permanent Account Number (PAN) of the Agency;
- 5. GST registration certificate and GST annual return for the past FY-2018-19
- 6. Document(s) in support of having supplied MANPOWER SERVICES of not less than 50 persons in a given supply order to two or more State or Central Government Departments/ Organizations/ Boards or Central/ State Public Sector Undertakings within the State of Karnataka during last three (3) years only.
- 7. Income Tax Returns of past 3 years (2016-17, 2017-18 and 2018-19);
- 8. Annual Financial Statements & CA Certificates for previous 3 years ((2016-17, 2017-18 and 2018-19);
- 9. 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.
- 10. Undertaking on to the effect that the Agency or any of its Partners have not been blacklisted by any State/ Central Government or any Government Department/ Organization/Institute/Board or Corporation.
- 11. Undertaking to comply with the Tender Terms & Conditions (including corrigenda);
- 12. Company profile along with the present list of the candidate under each category of the tender along with a document of their verification details for their domicile status, age, qualification etc.
- 13. Valid current (2019) licence as required under the Contract Labour (Regulation and Abolition) Act, 1970 and Karnataka Rules, 1974.
- 14. Bank liquidation letter

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- **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 of Labour reserves the right to seek fresh set of documents or originals or seek clarifications on the already /submitted documents.
- **4.4** Each page of the tender document must be signed along with seal of the Agency indicating the name and designation of the authorized signatory of the organization.
- **4.5** The Agency may have to produce the original documents at the time of Technical scrutiny and/or at any subsequent stage (including after award of work) by the Department of Labour and will have to attest any or all pages of tender document or any document uploaded by it, if not done already.
- 4.6 The tenderer shall supply within 30 days the manpower specified in this tender, as and when indented by the Tendering Authority, so that he/she shall be in a position to carry out the awarded work without any loss of time immediately after finalization of agreement. The list of manpower required as per this tender document mentioning therein their qualifications, addresses and the date of their registrations with the tenderer's firm/establishment shall be necessarily produced at the time of opening of the Technical Bid.
- 4.7 The age group of the outsourced staff to be deployed by the Agency shall range from 18 years to 45 years applicable to specific posts as mentioned in Annexure- A, B & C
- **4.8** The agencies which do not meet the above pre-qualifying requirements will be automatically disqualified from participating in the second round of the bid i.e. the Financial Bid.

#### 5. Pre-Bid Meeting:

- 5.1 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.
- 5.2 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).
- 5.3 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.
- 5.4 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.
- 5.5 The the Commissioner of Labour will not be bound to clarify any query received after the pre-bid meeting.

### 6. Corrigenda in respect of Tender Document:

- 6.1 At any time prior to the last date for receipt of bids, the the Commissioner of Labour 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.
- 6.2 In order to provide prospective Agency a reasonable time in which to take the corrigendum into account in preparing its bids, the the Commissioner of Labour may, at his discretion, extend the last date for receipt of Bids.

#### 6.3 Manner of quoting the financial bid:

Financial Bid in terms of percent should be quoted excluding taxes as applicable.

#### 7. Bid Opening Process.

#### 7.1 Technical Evaluation:

Online bids will be opened by a Tender Scrutiny Committee (TSC) constituted by the the Commissioner of Labour for the purpose on the date and time mentioned in this document (read with corrigenda, if any) in presence of the Bidder or a duly authorized representative, if present. No separate intimation will be given in this regard.

- 7.2 Bids will be evaluated with regard to eligibility criteria as per tender document.
- 7.3 The Bidder or authorized representatives will have to produce the original documents at the time of technical scrutiny. The Commissioner of Labour reserves the right to reject the bid at technical stage, in case, the original documents are not produced for physical verification.
- 7.4 Only one authorized representative of each Bidder will be permitted to be present at the time of opening of the bids.
- 7.5 Department of Labour has the option to ask for records for clarification, if required by the Tender Scrutiny Committee (TSC).
- 7.6 Bids, not satisfying the Technical eligibility criteria will be rejected.
- 7.7 Bids will be evaluated with regard to eligibility criteria as per tender document and based on following grading:

SI No.	Eligibility Criteria	Quantum	Minimum Marks	Maximum marks
1	The Firm should be in existence for at least 3 Years having a valid registration issued by any of the	and up to 7	10	20

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	departments in the State of Karnataka	Over 7 years and up to 10 Years	15	
		More than 10 Years	20	
2	The Agency should have experience of supplying MAN		10	25
	POWER SERVICES of not less than 50 persons in a given supply or the services.		20	
	or more to a minimum two or more State/ Central Government Department	5 Institutions	25	
	/Organizations/Institutes/boards, OR Central/State Public Sector Undertakings within the state of Karnataka during past three (3) years(2016-17, 2017-18 & 2018-19)			
3	The Agency shall have already gistered their firm with ESI, PF, PT, State Labour Department, and their upload the ESI & PF emittance challans of previous three months of the current year	l.	10	10
<b>3</b> 1	Annual Turnover should be at least Rs. 03 crore in each of the past 3 years (2016-17, 2017-18 &	Over Rs 3 crores and up to Rs. 05 crore	15	30
	2018-19 )	Over Rs 05 crore and up to Rs. 10 crore	25	
		More than Rs 10 crore	30	
5	Bank liquidation letter	-	15	15
	=	тота	L MARKS	100
		PAS	S MARKS	60

#### 8. Financial Evaluation:

8.1 Financial bids of only those Bidders whose bids meet the eligibility criteria and are found technically qualified 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.

#### 9. Confidentiality:

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

#### 10. Penalty for Delay:

10.1 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 with a maximum limit of 15%. If there is delay over 15 days, the tender will be cancelled and EMD & Security Deposit Forfeited and Agency may also be blacklisted.

#### 11. Terms of Payment and Payment Schedule:

- 11.1 The Agency will pay the outsourced staff through Account Payee Cheques directly to Bank Account and remit the ESI & EPF directly to concerned Agencies. Payment will be on the basis of attendance and calculation of OT. Attendance will be on the basis of certified letter received from the local officer across the state. The payment will be strictly as per the Minimum Wages Rules and Contract Labour Act Notification, as currently in force. A prepaid-receipt bill, in triplicate, along with certificate of attendance, calculation sheet of wages and OT of each outsource staff (if any), copies of Bank Sheet of every Account and online proof for having paid their ESI and PF will have to be submitted by the Agency to the Department of Labour.
- 11.2 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 governmentorders.

- 11.3 Payments will be made after submission of bills and necessary certifications.
- 11.4 No interest is payable by the Department of Labour for late payments, if any and for whatsoever reasons.

#### 11.5 The wage calculation will be as follows:

- 1. The daily wage calculation will arrived at by dividing Monthly wage by 26 days including four (4) days of paid holidays at 1 day per week;
- 2. Less than 8 hours work will attract 50% wage cut;
- 3. For every extra hour of work over 8 hours, OT at double the hourly rate will be paid;
- 4. If the worker works on any or all of the 4 monthly holidays, double the daily wage rate will be paid for each day.
- 5. The actual number of days worked will be the basis for calculation of monthly wages.

#### 12. Security Deposit and Performance guarantee

12.1 The successful tenderer shall deposit an amount equivalent to 5% of the Tender amount as security deposit or provide a Demand Draft or an irrevocable bank guarantee of any Nationalized / Commercial bank for the duration of the agreement at the time of entering into agreement valid for three (3) years, in favour of the Commissioner, Department of Labour payable at Bengaluru.

#### 13. Indemnity

The selected Agency shall indemnify the Department of Labour against all third-party claims arising in connection with the services provided by it.

#### 14. Termination of Contract

- 14.1 Termination/Withdrawal of Contract: The Department of Labour may at any time terminate/withdraw the work order / contract by giving a written notice of one month to the selected Agency, without any compensation to the Agency, for any valid reasons deems fit as mentioned by the Department of Labour.
- 14.2 Termination for Insolvency: The Department of Labour 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 otherwise insolvent.

#### 14.3 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 of Labour;
- 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 15 days after receipt of the default notice from the Department of Labour (or takes longer period in spite of what the Department of Labour may authorize in writing), the Department of Labour 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 of Labour Tenders for a period of three years; and
- iv. In addition to above, the Department of Labour 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 of Labour for any extra expenditure involved to complete the scope of work in totality. In addition, the defaulting Agency shall also be liable to pay 10% of the Supply Order as cancellation charges for each unexecuted order.

#### 15. Responsibilities of the Agency

- 15.1 The supplies and / or services in quantity and quality as specified by the Department of Labour will be executed/ performed by the Agency within the time limit as specified in the work order.
- 15.2 The Agency is liable for damages on account of any violation by the manpower deployed under any laws of the country.

## 15.3 The Agency shall provide Photo ID card as per Rules the Contract Labour (Regulation & Abolition) Act 1970.

#### 16. Liability of the Agency

16.1 Agency shall be liable for all acts of omissions and commission by it or its employees under this tender and the Department of Labour stands insulated against aggrieved third-party complaints against any civil or criminal actions of the agency or its employees.

16.2. The selected agency shall take the responsibility for appropriate action in case of loss of any file, miss-management/any fraudulent filing and irresponsible response of the deployed staff on the file management of the office both at the headquarters or any of the offices across the state. Any damages caused due to dereliction of duty shall be recovered through the agency appropriately.

16.4 Any deployed contract staff before quitting the assigned work shall hand over the files/documents duly listing the stage of work pending or completed to another responsible staff with a signature confirming the status of work

#### 17. Arbitration:

17.1. 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 the Commissioner, Department of Labour, Bengaluru. The decision so taken shall be final and binding on both the parties. The venue of arbitration shall be Bengaluru and the arbitration proceedings shall be held in English language.

#### 17. Applicable Laws

18.1 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.

18.2 All disputes in this connection shall be settled in Bengaluru jurisdiction only.

#### 18. GENERAL TERMS & CONDITIONS

- Only those Firms 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. Financial bid of the tenderers should be workable and price bids quoting "Nil" consideration or "Zero" or its derivatives as service charge will be rejected summarily. The Department of Labour will not be responsible for any misinterpretation or wrong assumption by the Agency.

- 5. **Bid validity:** The Bid shall be initially valid for 120 days from the opening of financial bid. If necessary, the Department of Labour will seek extension in the bid validity period beyond 120 days.
- 6. The Department of Labour 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 of Labour 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 freak bids.
- 7. The Department of Labour 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 factual 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 period of Agreement or one month after the final bill is paid, whichever is later, by adjusting any dues to the Department of Labour.
- 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. No escalation in rates by the successful tenderer on any account in any form shall be entertained by the Department of Labour during the Agreement period.
- 12. The Agency shall have obtained necessary statutory permissions under relevant laws wherever applicable.
- 13. The Department of Labour reserves the right to issue the supply order in stages rather than a single supply order, depending upon the actual requirement.
- 14. Depending on the actual requirement, the Department of Labour may require the machines to be provided at a place other than the one originally allotted.

- 15. Any attempt by Agency to bring pressure towards the Department of Labour's 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 Department of Labour tenders in future for a period of three years.
- 16. The decision of the Department of Labour arrived at during various stages of the evaluation of the bids is final and no representation of any kind shall not be entertained.
- 17. Agreement: The successful tenderer shall enter into a contract Agreement on a non-judicial stamp paper of Rs.200/- for due performance of contract, within time limits as intimated by the Department of Labour (or extensions granted). The Agency shall provide the required goods/ services within the period as specified in the Supply Order.
- 18. The scope of Agreement shall be liable for alteration by way of deletions or additions at the discretion of the Department of Labour.
- 19. The Agency shall ensure that the personnel supplied provided are in accordance with the conditions of Agreement.
- 20. In the event of Agreement being extended, the agency shall continue to provide the specified goods/ services on the same terms and conditions of the Agreement.
- 21. The Agency shall replace immediately any of its goods, if they are found unacceptable by the Department of Labour.
- 22. The Department of Labour reserves the right to increase/decrease the number of personnel depending upon the actual requirement.
- 23. The Agency or its personnel shall not divulge or disclose to any person, any details of office, operational process, technical knowhow, security arrangement, administrative/organizational matters, etc.
- 24. The Agency shall not assign, transfer, pledge or sub contract the supply of goods / performance of services without prior written consent of the Department of Labour.
- 25. The Department of Labour shall not be responsible for any damage/injury sustained by the employee deployed by the Agency, during the course of supply/ providing services.
- 26. In case, the Agency fails to seek clarification, if any, in writing from the Department of Labour regarding any doubts or ambiguities with regard to any clause in the Agreement, the

- decisions of the Commissioner/Addional Labour Commissioner, Department of Labour of the Department of Labour in such issues shall be final.
- 27. The successful bidder shall furnish a bank guarantee of value specified in this document as the Performance Guarantee from a Nationalized/ Commercial 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.
- 28. In case, the Agency fails to supply the specified goods/ provide services or its supplied goods are found to be unsatisfactory, the contract can be terminated by the Department of Labour by giving one month's notice. The performance guarantee/security in that case shall be forfeited.
- 29. 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 Commissioner, Department of Labour shall be final and binding on the Agency. The Agency shall be available to be contacted in case of any need at any time, i.e., 24x7 on all 365 days.
- 30. The Agency shall ensure that one of its representative supervisor is available at pre-notified address with contact number.
- 31. The Agency shall make its own arrangement to take the machines for repairs, if such need arises, within three (3) days of intimation by the office concerned/ Department of Labour and return them after repairs, during the Comprehensive Warranty period. No charges can be claimed for this purpose.
- 32. 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, its EMD/Security Deposit/ Performance Bank Guarantee is liable for forfeiture. Further, the Department of Labour reserves the right to initiate legal action as per law and also to
  - debar the defaulting Agency concerned from participating in the Department of Labour Tenders for three years.
- 33. The outsourced 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 of Labour shall communicate any such critical issues to the Agency.
- 34. The Department of Labour shall not be responsible for any unauthorized acts and omissions of the outsourced security staff. It is the duty of agency to ensure the credentials of the candidates deputed to the Department of Labour.
- 35. The Department of Labour shall not be responsible for any damage/injury sustained by outsourced security staff of the Agency during the course and arising out of their work/duty in and around the office premises.
- 36. The Agency shall make the payment of wages/salaries and other statutory benefits to the outsourced security staff through A/c payee crossed cheque only/or remit it in their bank accounts.
- 37. The Agency shall arrange to pay all statutory deductions like ESI/PF, Service Tax to the designated authorities at the notified rates along with the Agency's contribution as per law, wherever applicable. The Agency shall also produce the copies of remittance challans for having paid above such contributions of the outsourced employees along with Agency's contribution to the authorities concerned from time to time. The PF/ESI numbers of each outsourced security staff, deployed by the Agency, shall be intimated to the Department of Labour.
- 38. The successful Agency shall have obtained license as required under the Contract Labour (Regulation and Abolition) Act, 1970 and Karnataka Rules, 1974. The said Agency shall maintain relevant registers and records under the enactment. The records/registers/licenses shall be produced by the Agency for verification/inspection as and when required by the Department of Labour.
- 39. The Agency shall ensure that the service provided is in accordance with the conditions stipulated in the agreement. If any outsourced security staff employed by the Agency deployed to carry out the work of Department of Labour, is considered undesirable by the Department of Labour, it shall be the responsibility of the Agency to withdraw the said staff from the work of Department of Labour and substitute the position/s with suitable manpower immediately. Such withdrawn security staff shall not be re-deployed by the Agency for any other work in the Department of Labour.
- 40. If the Agency assigns or sub-lets the obligations under the agreement, the work order awarded shall automatically stand cancelled.
- 41. In case the Agency fails to seek clarification, if any, in writing from the Department of Labour regarding any doubts or ambiguities with regard to any clause in the agreement, the decision of the Commissioner, Department of Labour of the Department of Labour on such issues shall be final.

- 42. The scope of agreement shall be liable for alteration by way of deletions or additions at the discretion of the Commissioner, Department of Labour.
- 43. The Agency shall ensure that one of its representative/supervisor is available at the pre-notified address with contact number/s, so that they can be contacted in case of need, at any time i.e. 24X7 on all 365 days.
  - 44. The duration of the agreement is for a period of 12 months from the date of signing the agreement which may be extended for further period up to 12 months or any other period rests at the discretion of the Secretary of the Department of Labour. However the agreement can be terminated by either party by giving three months advance notice.
- 45. In the event of agreement being extended, the Agency shall continue to provide outsourced staff on the same terms and conditions of the agreement.
- 46. The outsourced staff deployed to the Department of Labour, shall be under the direct control and supervision of the Agency. The employees shall not have any claim whatsoever against the Department of Labour.
- 47. The Agency shall provide leave facilities as per the Karnataka Shops and Commercial Establishments Act, 1961 and Rules, 1963 to the staff deployed and also the list of gazetted holidays with pay, declared by the Government. However, due to exigencies of work by the Department of Labour, such leave shall be withdrawn by giving prior notice.
- 48. Necessary training for uploading of bids and hands on experience in handling e-procurement system could be obtained from the centre for e-governance, M.S. Building, Gate No.2, Bangalore-01. Necessary details could also obtained over telephone:# 080-25501216/25501227 or e-mail id: <a href="https://hphelpdesk.blr@intarvo.com">hphelpdesk.blr@intarvo.com</a>

#### ANNEXURE -1

## **QUALIFICATION AND JOB DESCRIPTION**

Typists	Bachelors Degree from any Recognized University in India and a Diploma in Computer Science
	2. Should be in the age group 23 to 35 Years
	Minimum of 2 years of work experience in any     Government Organization
	Should be Proficient in English and Kannada; writing and reading
	<ol> <li>Should be adept in English and Kannada typing with a mandatory knowledge of Email, Printing, MS Office, Internet with Social Media.</li> </ol>
	6. Should be well versed in keying in data, formatting, generating reports, preparing statements and schedules, preparing daily reports, statistics, preparing pay rolls, typing letters both in Kannada & English and any other work entrusted by the Commissioner, Department of Labour from time to time
Drivers	<ol> <li>Should possess valid Permanent driving license for driving LMV by RTO and should keep with him at all times.</li> <li>Must have minimum 2 years of experience in driving light motor vehicle.</li> <li>Must have certificate of Medical and Physical capability</li> </ol>
	to drive from a Doctor not below the rank of Assistant Surgeon.  4. Must be in the age group of 21 to 45 years  5. Must wear Uniform with black shoe, also well shaved
	and done haircut  6. Shall not smoke or consume alcohol on duty  7. Should not have any criminal police records
Attenders	1. Should have passed SSLC or 10th class.
cum Peons	2. Must have certificate of Medical and Physical capability to drive from a Doctor not below the rank of Assistant
	Surgeon.
	3. Must be in the age group of 18 to 40 years
	4. Must wear Uniform with black shoe, also well shaved
	and done haircut
	5. Shall not smoke or consume alcohol on duty
	6. Should not have any criminal police records

#### **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

We have paid an EMD of (1.5 % of contract value) Rs. 181614.00 through the portal (http://eproc.karnataka.gov.in). This EMD is liable to be forfeited in accordance with relevant provisions of the RFP. (Clause to be removed incase the bidder is seeking exemption under NSIC)

#### **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 :

**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.2016-17, 2017-18, 2018-19 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
2016-17	<del>-</del>	(Rs. in Lakhs)
2017-18		
2018-19		

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.

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 Typists,

Drivers and Attenders cum Peons 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

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### Appendix-5 - Details of the Bidder

S1. No.		Particula	rs	Details
1,	Name of the Bidder			
2	Address of the Bidder			
3	Status of th	e Company (Pu	blic Ltd/ Pvt. Ltd)	
4.	Details of I	acorporation of	the Company	Date:
				Ref. #
5	Details of C	ommencement	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 <sub>x</sub>	Telephone No. (with STD Code)			-
10.	E-Mail of th	e contact perso	n:	
11.	Fax No. (wit	h STD Code)	==	
12.	Website			
13.	Financial Details (as per audited Balance Sheets) (in Cr)			ets) (in Cr)
14.	Year			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	
4,0	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

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### Appendix-8 - Financial Bid Format

## 1. The Monthly Rates of Wages for the Typist (1 Person) (as applicable from 01.04.2020)

S1 No	Wage Details	Approved Rate in Rs	Total Wages payable to Worker in Rs.
1	Basic + DA	15058.20	15058.20
2	EPF Employer Contribution (13.36 %)	2011.70	Less- EPF Employee contribution at 12%: 1807.00
3	ESI Employer Contribution (3.25%)	489.30	Less- ESI Employer Contribution@3.25%: 113.00
	Total	17559.20	13138.20
4	GST 18 %	3160.68	Net Amount Payable
5	Total Amount Payable to Successful Tenderer (For 1 Typis) inclusive of all taxes	Rs.20,718.00	to <b>Typist</b> =13138.20
6	Bidder Should Mention only Service Charges For 1 Typist		

(Bidder should mention only Service charges for 1 Typist per Month in the Financial Bid)

## 2. The Monthly Rates of Wages for the Driver (1 Person) (as applicable from 01.04.2020)

S1 No	Wage Details	Approved Rate in Rs	Total Wages payable to Worker in Rs.	
1	Basic + DA	13738.20	13738.20	
2	EPF Employer Contribution(13.36 %)	1835.40	Less- EPF Employee contribution @ 12%: 1648.60	
3	ESI Employer Contribution (3.25%)	446.49	Less- ESI Employer Contribution@3.25%: 103.00	
	Total	16020.11		
4	GST 18 %	2883.64	Net Amount Payable	
5	Total Amount Payable to Successful Tenderer(For 1 Driver) inclusive of all taxes	Rs. 18,904.00	to Driver =11,986.60	
6	Bidder Should Mention only Service Charges For 1 Driver			

(Bidder should mention only Service charges for 1 Driver per Month in the Financial Bid)

## 3. The Monthly Rates of Wages for Attender cum Peon (1 Person) (as applicable from 01.04.2020)

S1 No	Wage Details	Approved Rate in Rs	Total Wages payable to Worker in Rs.
1	Basic + DA	12704.20	12704.20
2	EPF Employer Contribution (13.36 %)	1697.28	Less-EPF Employee contribution@ 12%: 1524.50
3	ESI Employer Contribution (3.25%)	412.88	Less- ESI Employer Contribution@3.25%: 95.28
	Total	14814.36	
4	GST 18 %	2666.58	Net Amount Payable
5	Total Amount Payable to Successful Tenderer (For 1 Attender cum Peon) inclusive of all taxes	Rs. 17481.00	to Attender cum Peon = 11,084.42
6	Bidder Should Mention only Service Charges For 1 Attender cum Peon		

(Bidder should mention only Service charges for 1 Attender cum Peon per Month in the Financial Bid)

## Appendix-9 - 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 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:

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## Appendix – 10 – 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 -11 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 dated="" dd="" mm="" number="" 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</tender>
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.
- 7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Notwithstanding anything contained herein:

- 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

## Appendix-12 (1) Deployment Location (Typists)

S1 No	Office location for the deployment of Typists	Count of Typist
1	Labour Commissioner office Bangalore	07
2	Deputy Labour Commissioner office, Hassan	01
3	Assistant Labour Commissioner office, Chikkamagalur	01
4	Office of The Labour Officer, Division-2	01
5	Office of The Labour Officer Division-1 Mangalore	01
6	Office of The Labour Officer Division-2 Mangalore	01
7	Office of The Labour Officer Division-2, Hubbali	01
8	Office of The Labour Officer, Bagalkote	01
9	Office of The Labour Officer Koppal	01
10	Office of The Labour Officer, Division-1 Bellary	01
11	Office of The Labour Officer, Division-2 Bellary	01
	Total (Approximately)	17

## (2) Deployment Location (Drivers)

S1 No	Office location for the deployment of Drivers	Count of Drivers
1	Labour Commissioner office, Bangalore	04 + 01 HK
4	Deputy Labour Commissioner office, Region-1 Bengaluru	01
5	Deputy Labour Commissioner office, Region-2 Bengalum	01
	Total (Approximately)	07

#### (3) Deployment Location (Attenders cum Peons)

SI	Office location for the deployment of	Count of
No	Attenders cum Peons	Attender cum Peon
1	Labour Commissioner office, Bangalore	07+ 04HK
2	Deputy Labour Commissioner office, Kalaburagi	01 HK
3	Assistant Labour Commissioner office, Kalaburagi	01 HK
4	Office of the Labour Officer, Kalaburagi	04 HK
5	Office of the Labour Officer, Koppal	02 HK
б	Office of the Labour Officer, Division-1 Bellary	02 HK
7	Office of the Labour Officer, Division-2 Bellary	02 HK
8	Office of the Labour Officer, Bidar	02 HK
9	Office of the Labour Officer, Raichuru	03 HK
10	Office of the Labour Officer, Yadagiri	02 HK
	Total (Approximately)	07 + 23 HK

#### Note:

- As per Karnataka Government Circular Dated 02-02-2019, while deploying outsourced Manpower in the Hyderabad Karnataka (HK) Region (Kalyana Karnataka Region) Local Candidates of that Area have to be mandatorily appointed. In this case 01 Diver and 23 Attenders cum Peons of Hyderabad - Karnataka region to be appointed.
- 2. The number of office location and Typist. Drivers and Attender cum Peons may vary and increase.