



**GOVERNMENT OF KARNATAKA
(Department of Commercial Taxes)
Office of the Joint Commissioner of Commercial Taxes
(Enforcement)-Ballari**

RE-TENDER DOCUMENT

(Two-Tender Document System)

**TENDER FOR PROVIDING HOUSEKEEPING AND
OTHER MAN POWER SERVICES(Housekeeping,
Security Supervisor, Security Guard, Lift Operator and
Gardners) FOR THE OFFICE OF THE JOINT
COMMISSIONER OF COMMERCIAL
TAXES(ENFORCEMENT),BALLARI**

Email Id: jcctenfczbly@gmail.com

Telephone No: 08392-294612

ADDRESS FOR COMMUNICATION:

**O/o The Joint Commissioner of Commercial Taxes (Enforcement),
Raghavendra Colony 2nd stage, Ananthpur Road, Ballari-583101**



GOVERNMENT OF KARNATAKA
(Department of Commercial Taxes)
Office of the Joint Commissioner of Commercial Taxes
(Enforcement)-Ballari

NO : JCCT(ENF)/BLY/EST-2/OST/2022-23

Date:30.09.2022

RE- TENDER NOTIFICATION(Call-2)
(Through e-procurement portal only)

As per the permission of Commissioner of Commercial Taxes (Karnataka) vide letter dated: 17.08.2022, vide notification dated:08.09.2022(No. JCCT(ENF)/BLY/EST-2/OST/2022-23) Tenders were invited in **Two-Tender Document System (Technical Bid & Commercial Bid)** from reputed **manpower supply agency registered in Karnataka**, for providing services of Housekeeping, security supervisor, Lift Operator, and Gardeners on outsource basis for a period of **01.11.2022 to 31.10.2023**. Due to lack of competition tenders are once again invited from reputed manpower supply agency registered in Karnataka.


The last date for receipt of tenders is as **per e-portal**. Tender will be opened as **per e-portal**. Tender document may be downloaded from Government of Karnataka e-procurement website: <https://eproc.karnataka.gov.in>. Tenders must be electronically submitted (online through internet) within the date and time published in e-procurement portal. For any queries contact O/o **The Joint Commissioner of Commercial Taxes (Enforcement), Ballari**.


Joint Commissioner of
Commercial Taxes
(Enforcement), Ballari
Joint Commissioner of Commercial Taxes
(Enforcement), BALLARI.

Tender Schedule (Calendar of events)

| | |
|---|---|
| Name and Address of the procuring entity | O/o The Joint Commissioner of Commercial Taxes(Enforcement), Raghavendra Colony 2 nd stage, Ananthpur Road, Ballari-583101 |
| Designation and address of the Tender inviting and Accepting Authority | The The Joint Commissioner of Commercial Taxes(Enforcement), Raghavendra Colony 2 nd stage, Ananthpur Road, Ballari-583101 |
| Name of the scheme /project/ programme for which the procurement is to be effected- No.of vehicles hired | providing services of Housekeeping, security supervisor, Lift Operator, and Gardeners on outsource basis. |
| Period of Contract | 01.11.2022 to 31.10.2023 |
| The date from which tender documents are available in e-procurement portal | 01.10.2022 |
| Last date and time for receipt of tender forms | 15.10..2022 at 5.30 p.m |
| Time and date of opening of Tenders | Technical bid on: 17.10.2022 @ 10.30 a.m Commercial bid on: 19.10.2022 @ 11.30 a.m |
| Place Of opening of Tender | O/o The Joint Commissioner of Commercial Taxes(Enforcement), Raghavendra Colony 2 nd stage, Ananthpur Road, Ballari-583101 |
| Approximate amount put to Tender | Rs.31,04,748/- |
| EMD | Rs.62,095/- |
| Address for communication | O/o The Joint Commissioner of Commercial Taxes(Enforcement), Raghavendra Colony 2 nd stage, Ananthpur Road, Ballari-583101 |
| Contact Person with Mobile No: | Sri.Thippeswami, case worker, Mob. No:9901954125 |

Tender documents can be downloaded from Government of Karnataka e-procurement website <http://eproc.karnataka.gov.in> under login for contractors. After login to contractors, please scroll down to the right side bottom to see list of tenders, please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as prescribed date and time published in portal. Only interested bidders who wish to participate should remit **online transaction fee for tender after registering in the portal. The transaction fee is non-refundable.**


**Joint Commissioner of
Commercial Taxes
(Enforcement), Ballari**
 Joint Commissioner of Commercial Taxes
 (Enforcement), BALLARI.

Terms and definitions:

1. The expression "service" used shall mean housekeeping and other manpower services to be performed by the service provider at Vanijya Therige Bhavana building as per the contract and requirement of the Office of the Joint Commissioner of Commercial Taxes (Enforcement), Ballari.
2. The "Department" means the office of the Joint Commissioner of Commercial Taxes (Enforcement), Ballari.
3. The "Agency/Contractor/Service Provider" means the bidder to whom the work of providing the above services is awarded.
4. "Notice in Writing" shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by courier / registered post/e-mail to the declared business address of the bidder.
5. "Deficiency in Service" means, not deploying the full contingent of the personnel requisitioned on time and the personnel who are deployed are found to be un-suitable, failure to provide suitable replacement to the absentees, non-payment of wages within the time prescribed, short payment of wages, short remittance of statutory payments, failure to submit the relevant details of the personnel deployed to the Department, failure to submit/file statutory statement/returns as per the requirement of the applicable laws and violation of any of the condition in the contract agreement.
6. 'Tenderer' means successful Tenderer/successful bidder.
7. 'Tender Inviting Authority' and 'Tender Accepting Authority' means Joint Commissioner of Commercial Taxes (Enforcement), Ballari.

Details of Service required and period of Contract is as under.

| Sl. No | Details of services required | No. of personnel in respect of Manpower services | Approximate amount put to Tender(Including GST) | EMD Amount |
|--------|--|--|--|-------------|
| 1. | Housekeeping and Cleaning services | 05 | Rs.31,04,748/- | Rs.62,095/- |
| 2. | Security Guard services round the clock, | 03 | | |
| 3. | Lift Operator services | 01 | | |
| 4. | Gardener services | 02 | | |
| 5. | Supervisor for all the services provided | 01 | | |
| | Total | 12 | | |

Note: Wage particulars/Summary of costs is provided in Annexure-1.

Period of contract is from 01.11.2022 To 31.10.2023

1. Tender Processing Fee:

Bidder Can download the tender document for free from the portal (<http://eproc.karnataka.gov.in>) till the due date and time for bid submission. Any interested bidder shall pay tender processing fee as specified in the e-Procurement portal. The tender processing fee has to be paid through any of the four –payment options in the portal:

- a) Credit Card
- b) Direct Debit
- c) National Electronic Fund Transfer. (NEFT)
- d) Over the counter (OTC)

2. Payment of Earnest Money Deposit:

Tenders must be accompanied by Earnest Money Deposit (EMD) at the rate indicated in the above table; it should be paid online through e-procurement portal using any of the following payment modes.

- a) Credit Card
- b) Direct Debit
- c) National Electronic Fund Transfer. (NEFT)
- d) Over the counter (OTC)

2.1 EMD will be forfeited:

- a) If, any of the documents / information furnished by the bidder is found to be false after submission of the tender, the EMD of such bidder is liable to be forfeited.
- b) The EMD of the successful tenderer is liable to be forfeited if he withdraws his tender or backs out after acceptance of the tender or fails to submit the Security Deposit (Performance Security) or if he fails to sign Agreement within specified time or if he revises any of the terms quoted during the validity period or its extended period without the explicit consent of the department, if any.
- c) **The tender documents submitted without the EMD will be rejected.**

3. Security Deposit (Performance Guarantee)

- a. The successful tenderer shall **within the time given in the** intimation given to him by the Department for acceptance of his tender, furnish a **Security Deposit for 3% of the "value of contract" in the form of unconditional and irrevocable Bank Guarantee from any nationalized/scheduled bank for proper fulfillment of the contract.** The Bank guarantee shall be **valid till the closure of contract period plus three months.**
- b. The Security Deposit shall be refunded only on completion of the contract to the satisfaction of the department. If the department incurs any loss or damage on account of non-fulfillment of obligations under this contract, then such losses / damages incurred by department shall be recovered by encashing the Security Deposit. The amount so encashed / adjusted shall not be refunded to the tenderer.
- c. If the whole or a part of the Security Deposit is adjusted / attached by the department for any default of Tenderer in the due fulfillment of the contract during the contract period, then Tenderer shall immediately arrange to replenish the amount of Security deposit so attached / adjusted for the continued operation of the contract, failing which

the contract is liable for termination by the department, the responsibility for which shall wholly rest with the tenderer.

- d. In the event of any upward revision in the value of the contract arising on account of increase in the quantity handled by the department, this office reserves the right to call for Additional Security deposit amount and Tenderer shall, on receiving intimation from this office, increase the Security Deposit suitably as may be directed by this office within stipulated date.
- e. Failure of the successful bidder to comply with the requirement shall constitute ground for annulment of the award and forfeiture of the EMD. In case the tender is extended by further period the Bank Guarantee should be suitably renewed.

4. SCOPE AND DETAILED SPECIFICATION OF SERVICES REQUIRED

4.1- Details of Housekeeping Services:

1. The premises of Vanijya Therige Bhavana, Ballari consists of a Ground floor and 2 floors, it has total built up area of 30,990 SFT. In addition to this, a two wheeler parking stand, a P.V. Shed and a Generator platform are also in the compound.
2. There are about 11 common washrooms/Toilets and 6 Attached Toilets in the building.
3. A Staircase starting from the Ground Floor up to the 2nd Floor is also in the building both in the front portion and the rear portion of the building.
4. Each floor has an 8 feet passage with a lobby on the front and in the front side of the building, one lift is installed.
5. **Totally 05 Housekeeping staff will have to be supplied and all of them should wear uniforms with an identity card issued by the contractor**
6. **The cleaning schedule for the premises described above is as under:**
 - a) The complete premises consist of a Ground floor and 2 Floors totaling an area of 30990 SFT and consisting of various offices of staff and officers cabins. These have to be cleaned every day by sweeping the dust and by using a mop along with cleaning agents and disinfectants once in a day before the commencement of the office hours at 10.00 AM. The cleaning should be completed before the commencement of the office hours.
 - b) The common Toilets cum Washroom in all the floors should be washed and cleaned every day with Detergents and also by Disinfectants before the commencement of the office and thereafter once in the afternoon at about 3 PM every day.
 - c) The individual washrooms of the senior officers in all the floors will have to be cleaned with detergent and disinfectant once before the commencement of the office and at about 3 PM during the day every day.
 - d) The staircase, the lobby and passage in all the floors will have to be cleaned before the commencement of the office with use of detergent and disinfectant every day before the commencement of the office and as and when cleaning is required.
 - e) In addition to the above, the entrance and the surrounding area where the Therige Bhavana building is situated have to be cleaned by sweeping of dust and spraying of water every day before the commencement of the office hours.
 - f) In addition to the above all the ceiling fans, window panes, doors and partition walls of the various offices will have to be cleaned once a week.
 - g) All the urinals in the various wash room have to be provided with naphthalene balls and they should be replenished as and when they are consumed (Materials will be provided by the Dept)
 - h) All the washrooms wherever wash basins are provided hand washing soap/liquid has to be provided and they will have to be replenished as and when it is consumed (Materials will be provided by the Dept).

7. The cleaning materials such as soaps, detergents, disinfectants, naphthalene balls etc. will be supplied by the Tender Accepting Authority.
8. The Consumable materials used in the cleaning and housekeeping services and other materials such as brooms, buckets, mops, clothes, scoops, brushes etc. will be supplied by the Tender Accepting Authority.

4.2- Details of Security Services:

1. The Bidder has to **provide 3 security guard near** the main gate of the premises on a 3 shift basis to be manned 24 hours every day. Therefore on a daily basis 3 security guard is required for manning the entrances from the main road.
2. The security guards will wear a uniform while they are on duty with an identity card issued by the contractor.
3. The security guards should have a minimum qualification of SSLC and they should be physically and medically fit and should be in the age of 21 to 50 years.
4. The security guards deployed should be trained in firefighting and evacuation drill in times of emergency.
5. The service provider is responsible for any thefts or mischief which may occur in the premises to any of the fittings or fixtures in the CTD building. It is also informed here that the Department has installed a surveillance camera at certain locations for round the clock surveillance.

4.3 - Details of Gardener Services

1. The Vanijya Therige Bhavana building has two small gardens with lawn at the entrances of the building and has potted plants in the first and second floor of the building. The garden and plants will have to be watered and maintained on a daily basis by 2 Gardeners who is to be provided by the bidder. In addition to this there is a garden area in two sides in the front of the building stretching up to the PV shed, with trees, variety of plants, roofed structure, pathway and Flag Post. The gardener has to be present on a daily basis from 9.00 AM to 6.00 PM and will have to take care of the garden and the potted plants.
2. The gardeners have to take care of the plants by providing them with nourishment, manure which will be provided by the Department.

4.4- Details of Lift Operator Services:

1. The Vanijya Theriga Bhavana at present has 01 lift of OTIS make, with a carrying capacity of 08 people or a carrying weight of 500 kg, which is installed in the ground floor at the entrance in the lobby, which has to be manned by lift operators from 9.00 AM to 6.00 PM on a daily basis.
2. Therefore totally **01 lift operator** is required to man the above lift.
3. The lift operators should wear uniforms and have identity cards and should be trained in lift operation services and in the firefighting and evacuation drill in times of emergency.
4. In addition to that, the lift operators should ensure the general cleanliness of the inside of the lift cabins and will also maintain the servicing schedule of the lift by having day to day contact with the lift manufacturing company for maintenance and servicing of the lift periodically with the coordination of the Department.

4.5 - Providing of Supervisor:

For all the works listed above, one Supervisor is required to be provided by the bidder who will supervise the various works round the clock and have a control of all the employees deployed in Therige Bhavana building. The supervisor will be responsible for all the short comings and he will be answerable to the Department.

5. General conditions of contract :

- a) **Tenderers are advised to peruse all the clauses in this document before quoting.**
- b) The tenderer shall clear their doubts, if any, about the meaning of any portion of general and special terms and conditions of the Tender before submission of the bids. **The conditional tenders will be summarily rejected.**
- c) Photo-copies of documents shall be accepted only after verification with the originals. The tenderer shall produce the originals for verification.
- d) In order that the tender may receive full consideration, the complete information asked must be supplied by the tenderers.
- e) It is not binding to the department to accept the lowest or any other tender.
- f) **This office reserves the right to accept or reject any Tenders without assigning any reasons thereof.**
- g) **In case of satisfaction of services, tenderer will be continued for further period at the discretion of this office after getting requisite approval from the competent Authority with same service charges.**
- h) The Tender accepting Authority reserves the right to alter the number of the persons required under each of the five category of services mentioned above and also give work order for any of the five category of services (including the exclusion of a category from the five mentioned) depending on the requirement at the site (Vanijya Terige Bhavana, Ballari). However, the successful bidders shall honor the rates quoted for the services during the 12months period except, for any changes in the statutory levies, Minimum Wages, ESI and EPF made by the Government if any.
- i) The successful tenderer shall enter into an agreement with the Department on a non-judicial stamp paper of Rs.400/- (Rupees Four hundred only) in accordance with the terms and conditions of the tender document.
- j) The bidder/agency/ shall submit their price bid on e-Portal only.
- k) The duration of the contract is for 01 year(From 01.11.2022 to 31.10.2023) extendable for any further period with the same terms and conditions **with same service charges** as per the agreement executed. However, the contract can be terminated by either party on three months' notice.
- l) The service provider should not appoint a subcontractor. If the service provider is found to have appointed the subcontractor, the contract will be terminated at the risk and cost of the service provider concerned.
- m) The service provider shall furnish pay slips to all its employees indicating the take home Remuneration and statutory deductions.
- n) The service provider shall be responsible to fulfill all statutory obligations such as remittances of GST, professional Tax(if applicable), EPF and ESI, etc. in respect of each of the employees deployed in Vanijya Terige Bhavana, Ballari under this contract.

- o) Only those Firms or Companies who fulfill the prescribed eligibility criteria and possess all the documents required for technical evaluation shall apply. The bidders shall submit the bids only after understanding the Tender Document Completely.
- p) Joint Bids will not be accepted.
- q) Tender document is non-transferable. Conditional tenders are liable for rejection.
- r) Financial Bid shall be quoted carefully. The Department will not be responsible for any misinterpretation or wrong assumption by the Agency.
- s) 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.
- t) 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.
- u) **The Agency shall have obtained necessary Statutory permissions under relevant laws wherever applicable.**
- v) The Agency or its personnel shall not divulge or disclose to any person, any details of this office, operational process, technical know-how, security arrangement, administrative/organizational matters, etc.
- w) The department shall not be responsible for any damage/injury sustained by the employee deployed by the Agency, during the course of providing services.
- x) 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 Tender Accepting Authority in such issues shall be final.
- y) The Agency shall ensure that one of its representative is available at pre-notified address with contact number.
- z) **Outsource 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 shall be the sole obligation of the Agency.** Department shall communicate any such critical issues to the Agency.
- aa) Employees should be in the age group of 18 to 60 Years(Except Security Guards).
- bb) The General Rules as prescribed by the State Government or the Department of Personnel and Administrative Reforms from time to time shall be applicable.
- cc) It is the responsibility of the Service provider to ensure the Minimum wages to the staff deployed as per Labour Act and Rules.
- dd) Providing information to all the employees of service provider regarding ESI & PF remittance is the responsibility of service providers and he shall provide all benefits.
- ee) If any loss or damage is caused to the Department by non-compliance of the obligations under this agreement by the Service provider, the Service provider is liable to make good such losses and the Department shall be entitled to recover the same from the Service provider.
- ff) The arrangements between the Service provider and the Department are on Principal to Principal basis and neither of them shall be treated as the agent of the other.
- gg) The Service provider shall furnish a copy of the relevant licenses issued by various departments under the Contract Labour (Regulation and Abolition) Act, 1970.

6. Special conditions of Contract:

The following Special Conditions of Contract shall supplement the above mentioned conditions and General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

- a) Bids with stipulations for settlement of dispute by reference to arbitration shall be rejected. The bids containing any conditions what so ever will be liable for rejection.
- b) This office reserves the right to verify any information / documents, furnished by the bidders, if the circumstances so warrant in the overall interest of the office.
- c) Please note, here after any changes in the schedule will not be published through newspaper and further changes/addendum/corrigendum will be updated only on E-portal.
- d) Any suit or proceedings arising in any respect under this contract shall be subject to Jurisdiction of courts in Ballari only. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within the jurisdiction of any such courts. The tenders with a stipulation for settlement of dispute by reference to arbitration will be rejected.
- e) Any of the above terms and conditions specifically not commented on or not mentioned in the tender / price schedule, shall be construed as accepted by the tenderer and shall be considered for incorporating the same while processing the offers for ordering.
- f) **This Office reserves the right to cancel the tender at any stage without assigning any reason.**
- g) The Joint Commissioner of Commercial Taxes(Enforcement), Ballari decision in respect of matters relating to this tender is final and will be binding on the tenderer/service provider.
- h) Service providers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
- i) The tenderer is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The departments shall not be responsible for non-accessibility of e-procurement portal due to internet connectivity issued and technical glitches.
- j) EMD payments through e-Payment mode shall be made as one single transaction and payments made in part are liable for rejection.
- k) **The Service providers must mention the service charges in percentage only on Basic + VDA+ Employer EPF & ESI Contributions excluding GST.**
- l) **If the Service provider quotes 0% and negative percentage (-%), the bid is liable for rejection. Bidder should consider mandatory statutory deduction in manpower supply before quoting service charge.**
- m) The Successful tender will have to start working from the date of work order.
- n) The Service provider should provide compensation to their employees and are responsible for the employees. If the allocated employees of the agency cause any loss or damage to the organization the agency should compensate for the same and the organization is not responsible.
- o) The agency should remit all applicable PT, EPF, ESI as per the acts and rules for the provided staff.
- p) **The agency should make payment as approved in the contract and not less than the minimum wages as per the Prevailing Karnataka Minimum Wages Act.**
- q) **The Department will bear additional cost due to changes in statutory payments like Minimum Wages, PF, ESI, GST and Any change in the working staff.**

- r) The service provider should ensure transfer of ESI and EPF amount of respective employee to their individual accounts and submit the challans for the same to the Department along with the monthly bill. After scrutiny of challans the Department will cross check all the above deductions from respective authorities and if the agency fails to remit ESI & EPF to the concerned employees account, then the contract will be terminated and the performance security deposit of the agency will be forfeited and legal action will be initiated as per applicable Law.
- s) The agency should remit applicable GST paid by the Dept to the Government and agency should submit the challans for the same along with other deductions (ESI, PF and EPF) to the organization during submitting bills.
- t) **The salaries of all the provided staff should be deposited within the 5th of every month without fail to their respective bank account and should not await submitting bills for respective months to the Department for reimbursement. All payments will have to be made by RTGS/other e-payment mode. If it fails to do so, then it will be penalized as per penalty clause & may be recommended for blacklisting the agency to the higher authority. *Cash payments to the deployed staff is prohibited*, if resorted by the service provider it will be treated as breach of contract and contract will be terminated.**
- u) Payments will be made as per the agreed tender price. Requests for increase in the tender price will not be entertained at any point of time.
- v) The ESI list of the employees must be separately enclosed with the monthly bill.
- w) The responsibility of granting leave, bonus etc. as specified by the Government lies with the agency and the Department is absolved of any responsibility regarding this.
- x) Successful tenderer should execute an agreement, to the effect that he/she will follow rules, regulations and conditions of the tender and of the contract that is entered between the Agency and the Dept.
- y) In case of accidents/problems encountered by the employees while performing duty, then the compensation must be paid in accordance with the Works man Compensation Act by the SERVICE PROVIDER himself.
- z) The manpower provided by the agency should have good behavior, obedience, good health and physical fitness.
- aa) The agency must strictly adhere to the rules laid down by the Labour Department.
- bb) The price bid of the tender is a confidential process until the opening of the financial bid by the tender inviting authority. The Service providers must not try to establish contacts which are questionable in nature with the tender inviting authority and Tender Scrutiny Committee. Such acts will lead to disqualification of tender.
- cc) **The Performance Security amount of the successful tenderer will be returned only after the successful completion of the tender period and after verifying that all the pending salaries, ESI and EPF have been paid.**
- dd) only eligible tenderers who have submitted their **technical bids** along with all the required valid documents, details and information will be considered for opening of financial bid.
- ee) Tenders with pre conditions will be rejected.
- ff) In case Service Provider defaults in the discharge of any of the statutory liability, the Department reserves the right to deduct such amounts from the payable to the Service Provider.
- gg) The Manpower provided by service provider shall scrupulously follow instructions issued by the Dept. If and when the Dept finds deficiency with the staff (i.e., in his behavior, conduct etc.) upon giving notice, the Service Provider shall replace him with a substitute staff immediately.
- hh) The Joint Commissioner of the Commercial Taxes(Enforcement) is the sole authority to interpret the terms and conditions in this regard and his/her decision shall be final. He/

she is also empowered to terminate the contract upon violations of the terms and conditions, without any notice.

ii) No salary variation is applicable for the contract period except there is any change in any statutory taxes like GST, EPF, PT & ESI and minimum wages as per minimum wages Act.

jj) **Approximate requirement of number of positions for different services may be reduced or increased about 25% depending on the requirement of the Department.**

kk) The service provider shall obtain all necessary and obligatory licenses from the concerned authorities and abide by it. Like, labour license, P.F & ESI to the workers. Further the service provider is also responsible for payment of gratuity, ESI, GST/EPF etc., as per the exiting statutory norms and remit the same to the concerned Authorities, service provider also submit remittance details to the dept regularly while submitting the subsequent monthly bills. The Department will not be responsible for any conflicts /issues which arise in this matter.

ll) Service Providers are responsible for payment of wages and other allowances for the Manpower provided. Department is not responsible for payment of any allowances.

mm) **It is the responsibility of the Service provider to pay all kinds of taxes as per Government rules on top priority.**

nn) It is the responsibility of the Service provider to ensure the Minimum wages to the staff deployed as per Labour Act and Rules.

oo) **Compliance with labour regulations:** During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The contractor will be held responsible by the Department on account of contravention of any of the provisions of any act or rules made there under, regulations or notifications including amendments. If the Department is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/ rules/regulations including amendments, if any, on the part of the contractor, Department shall have the right to deduct any money due to the contractor including his security deposit. The Department shall also recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Department. The employees of the contractor in no case shall be treated as the employees of the Department at any point of time.

pp) The Service Provider shall register names of all the workers at the local EPF & ESI offices and remit both Employee and Employer contributions as per the rules and produce the necessary documents as a proof of remittance.

qq)

| Particulars | ESI(%) | PF(%) | Total(%) | Remarks |
|---|-------------|--------------|--------------|---------------------------|
| Employee's Contributions | 0.75 | 12.00 | 12.75 | Form the wages of workers |
| Employer's (Successful Service Provider) Contribution | 3.25 | 13.00 | 16.25 | - |
| Total | 4.00 | 25.00 | 29.00 | - |

- rr) **Statutory requirement:** Service provider should have GST registration number.
- tt) In case date fixed for opening of bids is subsequently declared as holiday by the Govt. the revised schedule will be notified in e-portal. However in absence of such notification, the bids will be opened in **Next working day, Time and venue remains unaltered.**
- uu) *Service provider should abide by the Govt of Karnataka circular dated:01.09.2022.*
- vv) *Service provider should submit notarized declaration pertaining to non-violation of any labour Laws and he was not punished with respect to this in any competent court as per the Govt of Karnataka circular dated:01.09.2022 along with contract agrrement.*
- ww) *Service provide should provide 02-sets of uniform and one -pair shoes to the employees every year by Uniform allowance paid by this office in every month service bill.*

7. Period of Contract:

The contract period will be from **01.11.2022 to 31.10.2023**. Contract may be extended for further period subject to satisfactory service during first period and after getting approval of competent authority at the discretion of this office at the **same service charges rate**.

8. Technical Criteria for selection of bidder:

the bidder shall possess the following qualifications as minimum conditions.

| Sl. No | Eligibility Criteria | Supporting documents to be submitted (uploaded on E-Portal) by the bidder. |
|--------|---|---|
| 1 | He should have deposited requisite EMD in e-procurement portal. | - |
| 2 | The Bidder should be a registered company under The Companies Act, 1956 of India. | Certificate of Incorporation copy to be uploaded |
| 3 | The Company should have a registered establishment in Karnataka for last 05 years | Relevant document in support of having an establishment in Karnataka for last 05 years has to be uploaded. |
| 4 | The Bidder Should Have Minimum Annual Turnover of Rs.1 Crore aggregate (Rupees One Crore) in two of the preceding 3-years 2019-20,2020-21 & 2021-22. | Audited and certified Balance sheet and Profit/Loss Accounts for any two of the preceding 3 financial years with a certificate of verification issued by a Chartered Accountant in Annexure-2 format has to be uploaded along with UDIN number. |
| 5 | Should have experience of providing manpower Services in any Govt./Semi-Govt./ public body undertakings/urban local body/autonomous bodies: The bidder has to submit the relevant work experience certificates of having successfully Completed/ on-going similar works/ contracts during last 2 year from 2019-20 to 2021-22 | Work orders and Satisfactory completion certificates issued by Govt./Semi Govt. sector/ public body undertakings/urban local body/autonomous bodies shall be furnished in annexure-3 and 4 formats |
| 6 | Should produce the Details of Number of Manpower employed on payroll as on the Date of submission of Tender (in any job/capacity) with a minimum total manpower of 30 persons | Attested copy of EPFO Challan in support of available man power shall be uploaded. |
| 7 | The service provider should not be blacklisted by GOI/GOK/any other undertakings. | Self-Declaration attested by the Notary has to be uploaded in Annexure-5 format. |

| | | | |
|----|--|---|--|
| 8 | The bidder Should have valid registrations/licence certificate of the following from the appropriate Govt. agencies. | | Relevant Registration Certificates and challans shall be Uploaded on e-Procurement Portal. |
| | 1 | Registration certificate as per Karnataka shops and Commercial Establishment act 1961 | |
| | 2 | PF Registration certificate issued by the Regional Provident Fund Commissioner/competent Authority and EPF remittance challan From April-2021 to July-2022) | |
| | 3 | ESI Registration certificate and ESI remittance challan From April-2021 to July-2022) | |
| | 4 | Labour Registration from State Labour Department(Form C) | |
| | 5 | GST Registration certificate along with last 06 months tax paid challans | |
| | 6 | Valid License as per Private Security Agencies Regulatory (PSARA)Act 2005 | |
| | 7 | Professional Tax Registration Certificate | |
| | 8 | PAN Card | |
| 9 | Income Tax Returns of past 3 years(2018-19, 2019-20 & 2020-21). | | Should be uploaded |
| 10 | Undertaking to comply with the Terms and Conditions (including corrigendum if any) mentioned in the tender document. | | Should be uploaded in Annexure-6 format. |
| 11 | Profile of the Bidder should be uploaded. | | Should be uploaded in Annexure-7 format. |

8.1. 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.

8.2. 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) to the Department and will have to attest any or all pages of tender document or any document subsequently uploaded by it.

9. Corrigendum in respect of Tender Document:

9.1. 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.

9.2. Bidders failing to meet the Technical criteria shall not be considered for Financial Bid Evaluation.

10. Commercial Criteria for selection of bidder:

Bid Prices:

The Bidder shall indicate price in the prescribed format, in absence of information as requested, the bid will be considered incomplete and will be rejected. The price components furnished by the Bidder in accordance with **Annexure-8** format will be solely for the purpose of facilitating the comparison of bids by the Dept and will not in any way limit Department right to contract on any of the terms offered.

ss) **It is mandatory to submit Financial Bid on-line on e-procurement portal of GoK. Bidder should only quote Service charges on Basic+ VDA+Employer EPF & ESI Contribution excluding GST on percentage basis. Bidder should consider mandatory statutory deduction in manpower supply before quoting service charge. GST ON Service charges will be paid separately.**

11. Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, this office reserves the right to negotiate the prices quoted in the bid to effect downward modification.

Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected. **It is mandatory to submit Financial Bid on-line on e-procurement portal of GoK.**

12. Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

13. Modes of Submission

All interested bidders shall pay EMD and Tender Processing fee and submit their Technical and Commercial Bid responses electronically using www.eproc.karnataka.gov.in before the scheduled date and time for bid submission.

14. Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized by the Bidder. A Letter of authorization shall be supported by a **w r i t t e n** power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

15. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Dept. Dept will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

16. Clarification on Tender Document

A prospective Bidder requiring any clarification on the Tender Document may submit his queries, in writing by e-mail ID : jectenfczby@gmail.com. The queries must be submitted in the following format only:

| Sl. No. | Section No/ Clause No. | Page No. | Reference /Subject | Clarification Sought |
|---------|------------------------|----------|--------------------|----------------------|
| | | | | |

The queries not adhering to the above mentioned format shall not be responded.

This office will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates.

17. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder shall be written in English language.

18. Bid Validity Period:

Bids shall remain valid for 90 days after the date of opening of Technical Bids prescribed by this office. A bid valid for a shorter period may be rejected as non-responsive.

19. Extension of Period of Validity

In exceptional circumstances, this office may request the Bidder(s) for an extension of the period of validity i.e. maximum 90 days. The request and the responses there to will be made in writing (or by fax or by mail). The validity of EMD shall also be suitably extended.

20. Notification to Bidder.

Letter of Intent (LOI) will be issued on the e-Procurement portal to the successful bidder. The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within seven (7) days of receiving the notification.

21. Submission, Receipt and Opening of Proposals

The original Proposal (i.e Technical Proposal and Financial Proposal) shall be prepared and submitted in e-Procurement platform.

The bidder shall digitally sign and submit the proposal electronically through the unified e-procurement platform: www.eproc.karnataka.gov.in

The completed Technical and Financial Proposal must be submitted electronically in the e-Procurement platform on or before the due date for bid submission specified in the e-procurement platform.

The required technical documents/ undertaking should be uploaded in the relevant slots provided in the e-Procurement portal. In case the bidder wishes to upload in additional technical document, the same may be uploaded in additional document section of technical criteria.

No Commercials shall be uploaded in technical criteria section of e-Procurement portal

22. Evaluation Process.

The bids are evaluated in Two tender document system as below:

- i. First-Evaluation based on Technical Qualification Criteria.
- ii. Second- Evaluation based on Commercial requirement set out in this Tender.

23. Technical Evaluation :

- i. The Bidders shall be evaluated based on the technical criteria in the Clause 8 of this Tender document. Bidders failing to meet the Technical criteria shall not be considered for Commercial Bid evaluation.
- ii. This office reserves the right to seek clarification and additional documentary evidence from the bidders to ascertain qualification abilities of the bidders.
- iii. Decision of this office in the evaluation of the Technical bids shall be final.

23.1 Technical Evaluation criteria /Mark sheet for Technical Evaluation.

| Sl.No. | Document Name | Marks | | | | | | | | | | | | | | | | |
|--------|--|-------|---|---|--|---|---|---|--|---|--|---|---|---|---|---|----------|--|
| 1 | The Bidder should be a registered company under The Companies Act, 1956 of India. | 05 | | | | | | | | | | | | | | | | |
| 2 | The Company should have a registered establishment in Karnataka for last 05 years | 05 | | | | | | | | | | | | | | | | |
| 3 | The Bidder Should Have Minimum Annual Turnover of Rs 1 Crore(Rupees One crore) aggregate in two of the preceding 3-years 2019-20,2020-21 & 2021-22 along with UDIN number –in Annexure-2. | 15 | | | | | | | | | | | | | | | | |
| 5 | Should have experience of providing manpower Services in any Govt./Semi-Govt./ public body undertakings/urban local body/autonomous bodies: The bidder has to submit the relevant work experience certificates of having successfully Completed/ on-going similar works/ contracts during last 2 year from 2019-20 to 2021-22- in Annexure-3 & 4. | 15 | | | | | | | | | | | | | | | | |
| 7 | Should produce the Details of Number of Manpower employed on payroll as on the Date of submission of Tender (in any job/capacity) with a minimum total manpower of 30 persons | 05 | | | | | | | | | | | | | | | | |
| 8 | The service provider should not be blacklisted by GOI/GOK/any other undertakings –In Annexure-5. | 05 | | | | | | | | | | | | | | | | |
| 9 | The bidder Should have valid registrations/ license certificate of the following from the appropriate Govt. agencies. <table border="1"><tr><td>1</td><td>Registration certificate as per Karnataka shops and Commercial Establishment act 1961</td></tr><tr><td>2</td><td>PF Registration certificate issued by the Regional Provident Fund Commissioner/competent Authority and EPF remittance challan From April-2021 to July-2022).</td></tr><tr><td>3</td><td>ESI Registration certificate and ESI remittance challan From April-2021 to July-2022)</td></tr><tr><td>4</td><td>Labour Registration from State Labour Department(Form C)</td></tr><tr><td>5</td><td>GST Registration certificate along with last 06 months tax paid challans</td></tr><tr><td>6</td><td>Valid License as per Private Security Agencies Regulatory (PSARA)Act 2005</td></tr><tr><td>7</td><td>Professional Tax Registration Certificate</td></tr><tr><td>8</td><td>PAN Card</td></tr></table> | 1 | Registration certificate as per Karnataka shops and Commercial Establishment act 1961 | 2 | PF Registration certificate issued by the Regional Provident Fund Commissioner/competent Authority and EPF remittance challan From April-2021 to July-2022). | 3 | ESI Registration certificate and ESI remittance challan From April-2021 to July-2022) | 4 | Labour Registration from State Labour Department(Form C) | 5 | GST Registration certificate along with last 06 months tax paid challans | 6 | Valid License as per Private Security Agencies Regulatory (PSARA)Act 2005 | 7 | Professional Tax Registration Certificate | 8 | PAN Card | 40 (5% for each valid certificate Sl. No. 1 to 9) |
| 1 | Registration certificate as per Karnataka shops and Commercial Establishment act 1961 | | | | | | | | | | | | | | | | | |
| 2 | PF Registration certificate issued by the Regional Provident Fund Commissioner/competent Authority and EPF remittance challan From April-2021 to July-2022). | | | | | | | | | | | | | | | | | |
| 3 | ESI Registration certificate and ESI remittance challan From April-2021 to July-2022) | | | | | | | | | | | | | | | | | |
| 4 | Labour Registration from State Labour Department(Form C) | | | | | | | | | | | | | | | | | |
| 5 | GST Registration certificate along with last 06 months tax paid challans | | | | | | | | | | | | | | | | | |
| 6 | Valid License as per Private Security Agencies Regulatory (PSARA)Act 2005 | | | | | | | | | | | | | | | | | |
| 7 | Professional Tax Registration Certificate | | | | | | | | | | | | | | | | | |
| 8 | PAN Card | | | | | | | | | | | | | | | | | |
| 10 | Undertaking to comply with the Terms and Conditions (including corrigendum if any) mentioned in the tender document.- Annexure -6 | 05 | | | | | | | | | | | | | | | | |

| | | |
|----|---|-----|
| 10 | Bidder profile upload on e-Portal in Annexure-7 | 05 |
| | Total | 100 |

Minimum Technical score required to pass is 90 Points.

24. Commercial Bid Evaluation.

The commercial quotes submitted by technically qualified bidders will be opened in e-procurement platform. It is mandatory to submit the Financial Bids on-line in e-Procurement Portal of GoK, uploading of scanned copy will not be considered for financial bid evaluation.

Bidder should only quote Service charges on Basic+ VDA+Employer EPF & ESI Contribution excluding GST on percentage basis. Bidder should consider mandatory statutory deduction in manpower supply before quoting service charge. GST ON Service charges will be paid separately.

The bidder who has quoted the lowest service charge is considered for award of contract. Notwithstanding the above, this office reserves the right to cancel the tender if the prices quoted by the bidders are not beneficial to the Government or for any reason whatsoever.

Imp Note: If, in case more than one agency stands L1, the agency which has higher turnover will get preference over other.

25. The tender shall be rejected immediately, if the tender is:

25.1 Technical Rejection Criteria:

- a. Failure to confirm Technical Criteria as per this Tender.
- b. Bids not accompanied by the requisite EMD.
- c. Bids which do not confirm to required validity of the bid as per prescribed in the Tender.
- d. Not in conformity with the tender terms and conditions.
- e. From any black listed firm or contractor
- f. From the tenderer whose past performance is not satisfactory.
- g. If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the Tendering Process.
- h. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- i. Revelation of Prices in any form or by any reason before opening of commercial Bid.
- j. Failure to furnish proofs for information provided.

25.2 Commercial Rejection Criteria:

- a. Incomplete Price bid.
- b. Bidder not quoting for the complete scope of work as indicated in the Tender document, addendum (if any) or any subsequent information given to the Bidder.
- c. Failure to submit Financial Bid on-line (key-in) on GOK's e-procurement portal.

26. Signing of Contract (Agreement):

The acceptance of LOI shall constitute signing of the agreement. At the same time this office will notifies the successful Bidder that his bid has been accepted, this office will send the

successful bidder proforma of Contract/agreement, incorporating all clauses/conditions between the parties. **Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the office.**

27. Release of Bid Security

Bid Security/ EMD of successful bidder will be released on receipt of the Performance Bank Guarantee; the EMD of unsuccessful bidder will be released on concluding of contract through e-portal.

28. Expenses for the Contract

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

29. Failure to abide by the Agreement

The Conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the right of the Dept with such penalties as specified in the tender document/ Agreement for any such termination, This office reserves the right to blacklist the bidder from participation in the tenders of this office for a period of 3 years.

30. Payment: The service provider should submit the monthly bill along with ESI, EPF, GST and PT (if applicable) remittance challan along with attendance to the office of the Joint Commissioner of Commercial Taxes (Enforcement), Ballari. The service provider has to comply with all applicable statutory requirements. **The payment will be made on the basis of availability of Grants.**

Payments will be made through Khajane-2 to the service provider after deduction of income tax & statutory taxes (GST) (as applicable from time to time) on each bill.

- i. The bill should contain PAN No.& GST No.of service provider.
- ii. The proof for payment of EPF,ESI, GST are to be produced along with challans for the previous month to accept and pass the bill for payment.
- iii. Payments shall be subject to deductions of any amount for which the Agency is liable under the empanelment or tender conditions
- iv. **If the Payment is delayed by the Department due to lack of Grants,** No interest shall be payable by the Department for late payments.
- v. **The agency should make payment as approved in the contract and not less than the minimum wages as per the Prevailing Karnataka Minimum Wages Act.**
- vi. The institute will bear additional cost due to changes in statutory payments like Minimum wages, PF, ESI or due to change in the working staff.
- vii. The responsibility of granting leave, bonus etc. as specified by the Government lies with the agency and the Institute is absolved of any responsibility regarding this.
- viii. All payments of salaries made by the bidder to the manpower supplied should only be through bank account and no cash transaction whatsoever should be made and proof of such disbursement should be provided every month.
- ix. The above payments and the take home remuneration of the employees deployed, Employer and Employee share of EPF and ESI, GST and Profession Tax shall be confirmed by the Service Provider/Agency on a monthly basis by providing documentary proof.
- x. Any changes in statutory levies /contributions in respect of EPF, ESI, GST, etc. will be suitably modified.

xi. *Payment will be based on Biometric attendance.*

31. Liquidated Damages:

Subject to clause for Force Majeure if the service provider fails to provide service in compliance to the contract as defined in the tender document/agreement or if the service provider repudiates the Contract before completion of the contract period, This office at its discretion may without prejudice to any other right or remedy available in the Contract, forfeit the entire performance bank guarantee submitted by the agency apart from blacklisting of the selected agency from further participation in any of the tenders of the Dept for a period of 3 years. Any such recovery or liquidated damages shall not in any way relieve the service provider from any of its obligations to complete the contract period or from any other obligations and liabilities under the contract.

32. Penalty:

It is open to the Department to initiate the following penal actions against the agency on breach of any of the above terms:

- (a) At first instance to issue warning notice clearly narrating the incident of breach asking the agency to submit its explanation and the action the agency is proposing to avoid repetition of such incident.
- (b) On the second instance to impose a penalty not exceeding Rs.25,000/-.
- (c) On subsequent instances to impose of penalty of Rs.50,000/- .If the same persists further, the contract will be terminated and the agency will be blacklisted after forfeiting FSD.
- (d) This does not preclude the Department from necessary directly attributable losses on account of the actions of an employee of the agency from any available legal options including forfeiture of security deposit.

33. Force Majeure:

Neither Party to this Agreement shall be liable for any loss or damage which may be suffered by the other party directly to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labor disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc.

The Party seeking to reply on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.

In the event the Force Majeure substantially prevents hinders or delays the Bidder's performance of Services for a period in excess of 3 days, this office may consider that an emergency exists.

However, when the situation arising out of Force Majeure comes to an end in the assessment of this office, the service provider shall resume normal activities under this agreement immediately. If this office considers it necessary, may grant an extension of time to the agency for resuming normal activities under this agreement. If the service provider does not resume normal activities immediately or within the extended period, if any, granted by this office, then this office will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute service from an alternate supplier at the cost of agency and/or terminate this Agreement.

Notwithstanding the terms of this Articles, the failure on the part of the service provider to ensure insurance coverage and back-up and other safeguards in accordance with the terms of the tender or the Agreement against natural disaster , fire sabotage or other similar occurrence shall not be an event of Force Majeure.

34. Disputes

All questions and disputes relating to the meaning of the specifications and instructions here-in before mentioned and as to the quality of service or as to any other question claim, right, matter or thing whatsoever in any way arising out of or relating to the agreement, or otherwise concerning the services and deliverables or the execution or failure to execute the same, the matter in dispute shall be referred to the Joint Commissioner of Commercial Taxes (Enforcement), Ballari, his/her decision shall be final and binding.

35. Interpretation of Clauses:

In case of any ambiguity in the interpretation of any of the clauses in the bid document, interpretation of the clause by the Joint Commissioner of Commercial Taxes (Enforcement), Ballari shall be final and binding on all parties.

36. Third Party Claims

The service provider shall indemnify this office against all third-party claims on accident injury / harm/ disability / fatal etc.

37. Termination of Contract: This office reserves the right to terminate the contract placed on the bidder if:

1. The bidder commits breach of any of the terms and conditions of Tender document/Agreement.
2. The bidder goes in to liquidation voluntarily or otherwise.
3. The service is found unsatisfactory.

38. BREACH OF TERMS AND CONTRACT

The following acts on the part of the Service provider will constitute breach of contract:

- a. Failure to deploy the required number of employees within the prescribed time limit.
- b. Failure to make/submit details/proof of payments, EPF, ESI, GST, PT and other statutory remittances in respect of any of the personnel deployed by the Service provider within the prescribed time limit.
- c. Deduction from the remuneration payable to the personnel deployed, of any amount not being any statutory levy or contribution, and collection of any amount either directly or indirectly from the personnel deployed as commission or fee or any other amount either before their deployment or any time during their deployment in the Department.
- d. Failure to submit the relevant documents/registers pertaining to the personnel deployed.
- e. Deficiency in service, like not replacing the employees in place of absentees, under-performers, etc. Whenever such requests are made by the Department.

39. REPLACEMENT:

The service provider will provide replacement for the person who is found unsuitable/remains absent, in the event of sickness, etc. at its own cost.

40. PREMATURE TERMINATION OF THE CONTRACT:

1. If the services of the personnel deployed by the Service provider are found not satisfactory and if any one of the conditions of the contract agreement is violated, the Department reserves the right to terminate the contract prematurely without assigning any reason therefore. In case of any dispute the jurisdiction of the court shall be at Ballari.
2. The Department reserves the right to extend or foreclose the contract depending upon the exigency and the Service provider shall continue to provide services on the same terms and conditions of the contract during the extended period in the event of any extension given.


**Joint Commissioner of
Commercial Taxes
(Enforcement), Ballari**
Joint Commissioner of Commercial Taxes
(Enforcement), BALLARI.

Annexure-1
Tender to provide House Keeping and other Manpower Services to the
to the office of The Joint Commissioner of Commercial Taxes
(Enforcement), Ballari.

SUMMARY OF COSTS

(As per Government of Karnataka Notification No. KAE 18 LWA 2022 dated: 28.07.2022
 pertaining to minimum wages for Security Agencies from 28.07.2022 to 31.03.2023. Table-
 66 for Zone-II)

| Sl. No. | Designation of the Staff | No. of Posts | Wages (Basic wages + VDA) per staff | Employer PF @ 13% on wages (on Column-4) | Employer ESI @ 3.25% on wages (on Column-4) | Total wages Per Month per person (4+5+6) | Uniform allowance | Total per month (Col.7+8) | GST @ 18% (on col-9) | Gross total per month per staff (Col. 9+10) | Gross Total (3*11) |
|---|--------------------------|--------------|-------------------------------------|--|---|--|-------------------|---------------------------|----------------------|--|--------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 1 | Security Guard | 3 | 15,931.03 | 2,071.03 | 517.76 | 18,520 | 300 | 18,820 | 3388 | 22,208 | 66,623 |
| 2 | House keeping | 5 | 15,079.02 | 1,960.27 | 490.07 | 17,529 | 300 | 17,829 | 3210 | 21,039 | 1,05,197 |
| 3 | Gardener | 2 | 15,079.02 | 1,960.27 | 490.07 | 17,529 | 300 | 17,829 | 3210 | 21,039 | 42,079 |
| 5 | Lift Operator | 1 | 15,931.03 | 2,071.03 | 517.76 | 18,520 | 300 | 18,820 | 3388 | 22,208 | 22,208 |
| 6 | Supervisor | 1 | 16,232.02 | 2,110.16 | 527.54 | 18,870 | 300 | 19,170 | 3452 | 22,622 | 22,622 |
| | TOTAL | 12 | | | | | | | | | 2,58,729 |
| The Total amount put to tender for a period of one year (2,58,729*12)=31,04,748/- | | | | | | | | | | | |


 Joint Commissioner of
 Commercial Taxes
 (Enforcement), Ballari
 Joint Commissioner of Commercial Taxes
 (Enforcement), BALLARI.

**Annexure-2
Turnover Details**

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the Annual Turnover furnished by <<COMPANY NAME>> from 2019-20 to 2021-22 in the business of providing 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 Crores) | Total Turnover from the business of providing manpower deployment services in (Rs. In Crores) |
|-----------------------|--|--|
| 2019-20 | | |
| 2020-21 | | |
| 2021-22 | | |

Place:

Date:

Seal & Signature of Chartered Accountant

Annexure-3

**Proforma for performance Statement for the last Three (3) Years:
Tender to provide House Keeping and other Manpower Services to the to
the office of The Joint Commissioner of Commercial Taxes (Enforcement),
Ballari.**

| | |
|------------------------------|--|
| Name of the Tenderer: | |
|------------------------------|--|

| Orders Placed by (Full address of Client with mail and Phone No.) | Order No | Date | Description of Services | Value of order in Rs. | Date of Completion of Service as per contract (attach a certificate) | In the service provided satisfactory (Attach certificate from the client in the format Annexure-4) |
|--|-----------------|-------------|--------------------------------|------------------------------|---|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Note: Separate sheet to be enclosed for each order executed.

Date:

SIGNATURE OF TENDERER
WITH SEAL

Annexure-4

(Work done/ Service provided Certificate) TOWHOMSEVER IT MAY CONCERN

This is to certify that ----- (Name of the Company / Agency with Address) is providing ----- numbers of Manpower services from ----- to ----- (in year) the service are satisfactory. Details are as below

| Sl. No | Particulars | Total Manpower | Value of Contract |
|--------|-------------|----------------|-------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

Note: Separate sheet to be enclosed for each order executed, in the above proforma , which has to be given under seal and signature of the competent authority of the service user. All such proforma certificates shall be uploaded.

Signature of the Competent Authority with Seal

Annexure-5
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, whatever and is 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 Today.

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:

Annexure-6
Format for Declaration of Acceptance of Terms and Conditions in Tender Document

(To be submitted in firm/ company letter head)

To,
The Joint Commissioner of Commercial Taxes
(Enforcement),
Ballari-583101,

Sir/Madam,

Subject: Selection of Manpower Agency to provide House Keeping and other Manpower Services to the to the office of The Joint Commissioner of Commercial Taxes (Enforcement), Ballari.

Reference: Tender No: JCCT(ENF)/BLY/EST-2/OST/2022-23 Dated: 09.09.2022

We, the undersigned Bidders, having read and examined in details all the bidding documents in respect to the Selection of Manpower Agency to provide **House Keeping, Security Guard, Lift Operator, Gardeners and Supervisor** to the office of The Joint Commissioner of Commercial Taxes (Enforcement), Ballari, do hereby propose to provide our services as specified in Tender.

Technical Response

We confirm having submitted the information as required by you in Tender 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.

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 the Tender document.

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 Tender document.

Validity of this Bid

We agree to abide by this tender response for a period of ...90..... 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.

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.

I/we have carefully gone through the Terms & Conditions contained in the Tender document [No JCCT(ENF)/BLY/EST-2/OST/2022-23 Dated:09.09.2022 regarding Selection of Manpower Agency to provide House Keeping and other Manpower Services to the office of The Joint Commissioner of Commercial Taxes (Enforcement), Ballari. Government of Karnataka.

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:

Annexure-7
Profile 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) and Mobile No. | | |
| 10. | E-Mail of the contact person: | | |
| 11. | Fax No. (with STD Code) | | |
| 12. | Website (if any) | | |
| 13. | Financial Details (as per audited Balance Sheets)(in Cr) | | |
| 14. | Year | 2019-20 | 2020-21 |
| 15. | Net Worth | | |
| 16. | Turnover | | |
| 17. | PAT | | |

(Signature of the Authorized signatory)

Name :

Designation :

Seal :

Date :

Place :

Business Address:

Annexure-8

Financial Bid Electronic Document, Second

(ONLY FOR REFERENCE PURPOSE NOT FOR UPLOADING)


| Sl. No | Description of Service | No. of Posts | Service charges on Basic wages + VDA+ Employer EPF & ESI contributions excluding GST per month in Percentage only. |
|--------|--|--------------|---|
| 1 | 2 | 3 | 4 |
| 1 | Providing Security Guard, Housekeeping, Gardener, Lift Operator and Supervisor services to the Office of the Joint Commissioner of Commercial Taxes (Enforcement), Ballari | 12 | (Only Reference purpose, not for Uploading) Bidder should quote their service charges <u>percentage basis</u> on e-Portal |

Important Note:

1. Tenderer/Bidder should quote service charge only. The service charge should be quoted on Basic + VDA+ Employer EPF & ESI contributions excluding GST in Percentage only. Service charge with value of zero or negative will be summarily rejected
2. GST on Service Charges will be paid additionally by the Department as per the rules.
3. The Department will bear additional cost due to changes in statutory payments like Minimum wages, EPF, ESI and GST ect.
4. Number of posts may increase or decrease as per the requirement during the contract period.

The service provider shall quote for Financial Proposal in the e-Procurement Portal ONLY.

Hand written financial quotes will be rejected.


Joint Commissioner of Commercial Taxes
(Enforcement), Ballari.
Joint Commissioner of Commercial Taxes
(Enforcement), BALLARI.

Documents which shall be uploaded on e-Procurement portal for technical evaluation are as below:

| Sl. No | Technical Eligibility Criteria | Supporting documents to be submitted (uploaded on E-Portal) duly attested by the bidder. | | | | | | | | | | | | | | | | |
|--------|--|---|---|---|--|---|---|---|--|---|--|---|---|---|---|---|----------|---|
| | He should have deposited requisite EMD in e-procurement portal. | - | | | | | | | | | | | | | | | | |
| 1 | The Bidder should be a registered company under The Companies Act, 1956 of India. | Certificate of Incorporation copy to be uploaded | | | | | | | | | | | | | | | | |
| 2 | The Company should have a registered establishment in Karnataka for last 05 years | Relevant document in support of having an establishment in Karnataka for last 05 years has to be uploaded. | | | | | | | | | | | | | | | | |
| 3 | The Bidder Should Have Minimum Annual Turnover of Rs 1 Crore (Rupees One Crore) aggregate in any two of the preceding 3-years 2019-20, 2020-21 & 2021-22. | Audited and certified Balance sheet and Profit/Loss Accounts for any two of the preceding 3 financial years with a certificate of verification issued by a Chartered Accountant has to be uploaded along with UDIN number in Annexure-2 | | | | | | | | | | | | | | | | |
| 5 | Should have experience of providing manpower Services in any Govt./Semi-Govt./ public body undertakings/urban local body/autonomous bodies: The bidder has to submit the relevant work experience certificates of having successfully Completed/ on-going similar works/ contracts during last 2 year from 2019-20 to 2021-22 | Work orders and Satisfactory completion certificates issued by Govt./Semi Govt. sector/ public body undertakings/urban local body/autonomous bodies shall be furnished in Annexure-3 & 4 | | | | | | | | | | | | | | | | |
| 6 | Should produce the Details of Number of Manpower employed on payroll as on the Date of submission of Tender (in any job/capacity) with a minimum total manpower of 30 persons | Attested copy of EPFO Challan in support of available man power shall be uploaded. | | | | | | | | | | | | | | | | |
| 7 | The service provider should not be blacklisted by GOI/GOK/any other undertakings. | Self-Declaration attested by the Notary has to be uploaded in Annexure-5. | | | | | | | | | | | | | | | | |
| 8 | <p>The bidder Should have valid registrations/ license certificate of the following from the appropriate Govt. agencies.</p> <table border="1"> <tr> <td>1</td> <td>Registration certificate as per Karnataka shops and Commercial Establishment act 1961</td> </tr> <tr> <td>2</td> <td>PF Registration certificate issued by the Regional Provident Fund Commissioner/competent Authority and EPF remittance challan From April-2021 to July-2022).</td> </tr> <tr> <td>3</td> <td>ESI Registration certificate and ESI remittance challan From April-2021 to July-2022)</td> </tr> <tr> <td>4</td> <td>Labour Registration from State Labour Department(Form C)</td> </tr> <tr> <td>5</td> <td>GST Registration certificate along with last 06 months tax paid challans</td> </tr> <tr> <td>6</td> <td>Valid License as per Private Security Agencies Regulatory (PSARA)Act 2005</td> </tr> <tr> <td>7</td> <td>Professional Tax Registration Certificate</td> </tr> <tr> <td>8</td> <td>PAN Card</td> </tr> </table> | 1 | Registration certificate as per Karnataka shops and Commercial Establishment act 1961 | 2 | PF Registration certificate issued by the Regional Provident Fund Commissioner/competent Authority and EPF remittance challan From April-2021 to July-2022). | 3 | ESI Registration certificate and ESI remittance challan From April-2021 to July-2022) | 4 | Labour Registration from State Labour Department(Form C) | 5 | GST Registration certificate along with last 06 months tax paid challans | 6 | Valid License as per Private Security Agencies Regulatory (PSARA)Act 2005 | 7 | Professional Tax Registration Certificate | 8 | PAN Card | Relevant Registration Certificates shall be Uploaded on e-Procurement Portal. |
| 1 | Registration certificate as per Karnataka shops and Commercial Establishment act 1961 | | | | | | | | | | | | | | | | | |
| 2 | PF Registration certificate issued by the Regional Provident Fund Commissioner/competent Authority and EPF remittance challan From April-2021 to July-2022). | | | | | | | | | | | | | | | | | |
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| 4 | Labour Registration from State Labour Department(Form C) | | | | | | | | | | | | | | | | | |
| 5 | GST Registration certificate along with last 06 months tax paid challans | | | | | | | | | | | | | | | | | |
| 6 | Valid License as per Private Security Agencies Regulatory (PSARA)Act 2005 | | | | | | | | | | | | | | | | | |
| 7 | Professional Tax Registration Certificate | | | | | | | | | | | | | | | | | |
| 8 | PAN Card | | | | | | | | | | | | | | | | | |

| | | |
|----|--|----------------------------------|
| 9 | Income Tax Returns of past 3 years(2018-19, 2019-20 & 2020-21). | Should be uploaded |
| 10 | Undertaking to comply with the Terms and Conditions (including corrigendum if any) mentioned in the tender document. | Should be uploaded in Annexure-6 |
| 11 | Bidder Profile in Annexure-7 | Should be uploaded in Annexure-7 |


Joint Commissioner of Commercial Taxes
(Enforcement), Ballari.
Joint Commissioner of Commercial Taxes
(Enforcement), BALLARI.

**Checklist to providing Manpower services to the O/o The Joint
Commissioner of Commercial Taxes (Enforcement), Ballari-583101.**

| Sl. No | Details | Remarks | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|---------|--|---------|---|---|--------|---|---|--------|---|--|--------|---|--|--------|---|--|--------|---|---|--------|---|---|--------|---|----------|--------|--|
| | Deposited requisite EMD in e-procurement portal. | Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | The Bidder should be a registered company under The Companies Act, 1956 of India. Certificate of Incorporation copy to be uploaded | Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | The Company should have a registered establishment in Karnataka for last 05 years. Relevant document in support of having an establishment in Karnataka for last 05 years has to be uploaded. | Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | The Bidder Should Have Minimum Annual Turnover of Rs 1 Crore (Rupees One Crore) aggregate in any two of the preceding 3-years 2019-20, 2020-21 & 2021-22. Audited and certified Balance sheet and Profit/Loss Accounts for any two of the preceding 3 financial years with a certificate of verification issued by a Chartered Accountant has to be uploaded along with UDIN number in Annexure-2 uploaded. | Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Should have experience of providing manpower Services in any Govt./Semi-Govt./ public body undertakings/urban local body/autonomous bodies: The bidder has to submit the relevant work experience certificates of having successfully Completed/ on-going similar works/ contracts during last 2 year from 2019-20 to 2021-22. Work done Certificate issued by Competent Authority in prescribed(Annexure-3 & Annexure-4) format uploaded | Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Should produce the Details of Number of Manpower employed on payroll as on the Date of submission of Tender (in any job/capacity) with a minimum total manpower of 30 persons. Attested copy of EPFO Challan in support of available man power shall be uploaded. | Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | The service provider should not be blacklisted by GOI/GOK/any other undertakings. Self-Declaration attested by the Notary has to be uploaded in Annexure-5. | Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| The bidder should upload below mentioned valid registration / License certificates on e-Procurement Portal. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 2 | PF Registration certificate issued by the Regional Provident Fund Commissioner/competent Authority and EPF remittance challan From April-2021 to July-2022). | Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 8 | PAN Card | Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | Income Tax Returns of past 3 years(2018-19, 2019-20 & 2020-21). has to be uploaded | Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | Undertaking to comply with the Terms and Conditions (including corrigendum if any) mentioned in the tender document. Should be uploaded in Annexure-6. | Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | Bidder Profile in Annexure-7. Should be uploaded | Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Signature of Tenderer with Seal