



**Government of Karnataka :: Department of Labour**  
**Karnataka State Unorganised Workers Social Security Board**



Office of the Joint Secretary, Kalyana Suraksha Bhavan, Bannerghatta Road, Bangalore - 560 029.

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**REF No: KUWSSB/EST/TENDER/CR- 25 /2021-22**

**Date: 25-08-2022.**

**“Online Tender document for selection of eligible agency for providing the services of staff for Karnataka State Unorganized Workers Social Security Board”**

**(1) Calendar of Events:**

a)	Bid Reference No	REF No: KUWSSB/EST/TENDER/CR-25 /2021-22, Dated: 25/08/2022.
b)	Date of Publishing of Tender Document In the E-Procurement Portal	25/08/2022
c)	Pre-Bid Meeting Date, Time & Venue	Date:07/09/2022 Timings : 11.00 am  Venue : Office of the Joint Secretary & Joint Labour Commissioner, Karnataka State Unorganised Workers Social Security Board, Kalyana Suraksha Bhavan, ITI Compound, Dairy Circle, Bannerghatta Road, Bengaluru-560029.
d)	Last date for submission of bid (Technical and Commercial bids)	Date: 26/09/2022 Upto 5:00 p.m.
e)	Time & Date of opening of Technical bid	Date : 28/09/2022 11:00 a.m.
f)	Time & Date of opening of Financial bid	Date : 30/09/2022 11:00 a.m.

g)	Place of opening the Tender	Office of the Karnataka State Unorganised Workers Social Security Board, 3rd Floor, Kalyana Suraksha Bhavan, ITI Compound, Near Dairy Circle, Bannerughatta Road, Bengaluru-560029.
h)	Address For Communication	Office of the Joint Secretary & Joint Labour Commissioner, Karnataka State Unorganized Workers Social Security Board, 3rd Floor, Kalyana Suraksha Bhavan, ITI Compound, Near Dairy Circle, Bannerughatta Road, Bengaluru-560029, Karnataka . PH: 080-29758883/9983. EMAIL: <a href="mailto:kuwssb@gmail.com">kuwssb@gmail.com</a>

## **Information for the Bidders**

### **1. Background:-**

The Department intends to outsource certain categories of manpower through duly registered, high quality experienced Manpower Servicing Agencies. Hence, the Board invites tenders through Government of Karnataka's e-procurement portal. Tender is invited in two cover bid system (through e-portal, hard copies are not accepted) consisting of both technical and financial bids for providing services of different categories of man power as specified in the section Annexure-I of this document, through e-procurement system, from the registered outsourcing Agencies.

### **2. Overall Responsibilities of the Manpower Servicing Agency:-**

- a) To identify and provide the suitable candidates for different positions as per the eligibility criteria set out by the Board (as in Annexure-1 of tender document) as and when required and place them at the disposal of the Board at Head Quarters, Districts and Taluks.
- b) The Manpower deployed by the Manpower Servicing Agency shall be fully dedicated for the services of the Board and will perform their duties wherever the Board directs.
- c) To provide additional Manpower whenever requirement arises, both short term and long term.
- d) To provide and replace the staff whenever required.
- e) To provide guidance to the outsourced staff with regard to their roles and responsibilities as per the specific services required by the Board.
- f) If any of the outsourced staff provided doesn't function satisfactorily, or is absent without reason for more than 48 hours, the agency shall provide replacement within specified period as required by the Board.
- g) To develop and follow an exclusive Human Resource policy and to follow laws and rules of the Government and Labour Department and in particular, Minimum Wages Act and Rules and Notifications and Contract Labour (Regulation and Abolition) Karnataka Rules as amended from time to time to ensure quality required by the Board, which is on par with the agreed terms and conditions of the Man Power Agency with the Board.
- h) To adhere to the provisions of the relevant acts & rules wherever applicable.

### **3. Eligibility criteria / Pre qualification:-**

- a) The agency should have minimum 3 year experience, Tenderer should have successfully supply manpower carried in any CENTRAL/STATE/SEMI GOVERNMENT under ORGANISATION.
- b) The Agency should have experience in providing Manpower Services of senior level technical manpower/ specialists in the field of development sector such as Economics and Planning, Human Resource Development, System Managers, Monitoring Information Specialists, Computer programmers, Monitoring & Evaluation, Procurement, Financial Management, Documentation, Accounts etc.
- c) The Agency should not have been declared as ineligible under corruption and fraudulent practices issued by Government of Karnataka /Government of India/Government Institutions etc.

- d) The prospective Tenderer should have successfully carried manpower supplying any CENTRAL/STATE/SEMI GOVERNMENT ORGANISATION for not less than 150 persons in a single order continuously for one year.
- e) The bidder should have carried out similar services, preferably Government /Public sector in last three years, with a turnover of Rs. 5 Crores from similar services.
- f) The agency should have the following Registration and other certificates & shall upload copies of certification along with the technical bid.
  - i. Registration certificate for having registered under Contract Labour Act issued by competent Government authority (Certified copies of the same should be uploaded).
  - ii. PAN and TAN of Income tax department (Certified copies of the same should be uploaded).
  - iii. GST Registration Certificate (Certified copies of the same should be uploaded).
  - iv. Certificate of Registration under Professional Tax issued by Commercial Tax Department, Government of Karnataka. (Certified copies of the same should be uploaded).
  - v. Registration Certificate under Employees State Insurance Act (ESI ACT). The Bidder should have carried out similar services, preferably Government/Public sector in last three years, E.S.I. with annual turnover of Rs. 5 lakhs from similar services Certificate of satisfactory performance for the same has to be furnished.
  - vi. The bidder should have carried out similar services, preferably Government/Public sector in last three years, P.F. with annual turnover of Rs. 30 lakhs from similar services Certificate of satisfactory performance for the same has to be furnished.
  - vii. Any other registrations required as per the existing laws relating to Man Power Services. (Certified Copies of the same should be uploaded).
- g) The agency should have administrative staff with required skills, qualifications, good service record and should be free from litigations.
- h) The Agency should have paid all statutory taxes like Goods and service tax, professional tax, timely payment of TDS deducted to IT department etc.(upload the related documents as specified)
- i) Agency should have remitted the entire service tax collected for the proceeding three years, 2019-20, 2020-21 & 2021-22.(Upload the yearly returns certificates)
- j) The Agency shall abide by the provisions of Employees Provident Fund & Miscellaneous Provisions Act & Rules there under, ESI Act, the Contract Labour (R&A) Act and Employee's Compensation Act, Minimum Wages Act and Rules etc. Should have enrolled the eligible employees working with the Manpower Agency and remitted the required contributions at applicable rates to the concerned authorities regularly.
- k) Agencies black listed by Government of Karnataka /Government of India / Government Institutions in the last five years are liable for rejection. Board holds

the right to terminate the agreement if any of the agencies are found black listed subsequently or later.

- 1) If the selected agency doesn't have its office in Bangalore, it should open an office in Bangalore for correspondence and interaction with the Board whenever required.

#### **4. Details of Man power required:-**

<b>Sl No</b>	<b>Designation</b>	<b>Quantity</b>	<b>Monthly Basic Wages Excluding VDA &amp; OT</b>	<b>Amount</b>
1	Office Manager	1	37,940	4,55,280
2	Administrative Assistant	1	36,940	4,43,280
3	Accounts Assistant	1	36,940	4,43,280
4	Researcher	1	33,490	4,01,880
5	Scheme Co-Ordinator	1	30,182	3,62,184
6	Research Assistant	3	27,740	9,98,640
7	Inspection & Verification Assistant	4	27,740	13,31,520
8	PA Cum Steno	2	31,190	7,48,560
9	Clerk cum DEO	59	21,224	1,50,26,592
10	Group D	5	20,265	12,15,900
11	Driver	4	20,265	9,72,720
12	House Keeping	2	17,965	4,31,160
<b>Total</b>		<b>84</b>		<b>2,28,30,996</b>

Total No of persons to be provided: 84

Approximate total amount remuneration\*: Rs 2,28,30,996

Security Deposit: Rs 11,41,550/-

Tender Processing Fee: as fixed by e-governance.

\* See Annexure-I for different types of Man Power required and place of staff positioning. OT as per rules will be paid extra based on certified attendance records. EPF & ESI Contribution will

be deducted out of Employees' Wages as per rules and Employer Share will be paid by Board as per rules. Agency Charges and Taxes will be paid separately.

##### **5. General Terms and Conditions for Successful Manpower Agency:-**

- a) The successful Lowest (L1) Man Power Agency has to deposit 5 percent of contract value as performance security deposit or Bank guarantee to that extent.
- b) The Agency shall call for suitable candidates through newspapers and shortlist eligible candidates based on eligibility criteria and submit for interview by the Tendering Authority and only after clearance by Tendering Authority after background and document verification, will the Agency issue a formal work order to all the personnel deployed under this contract along with all the relevant details and terms and conditions of appointments and submit the copy of the same to Board.
- c) The Agency shall issue ID cards to all the employees with Agencies logo. (ID card should have Name, Designation and Photo of the employee).
- d) The Agency shall furnish wages slips to all the employees indicating Gross wages and Net wages showing all the statutory deductions. The agency shall make the payment of wages to the outsourced employees with in the 5th of following month and submit the bills for reimbursement with in 10<sup>th</sup> of the following month along with statutory deductions with all details. The Agency shall make the payment of wages to outsourced staff deployed through individual Bank Account and shall arrange to remit all statutory deductions like ESI/PF to the designated authorities along with the Agency's contribution as per law, wherever applicable. If the Agency fails in the above or there is any complaint of delay or improper deduction, the Principal Employer shall pay directly all dues and deduct the same from the agency's bill as provided in the Contract Labour (Regulation & Abolition) Karnataka Rules.
- e) The Agency shall make timely payment of wages to its employees effecting authorized deductions and shall also be responsible to fulfill all statutory obligations such as remittance of PF, Professional Tax, TDS Amount, GST Amount, ESI remittance etc., in respect of its outsourced staff posted under this contract. If it fails to do so, it will be the breach of contract and Board has its discretion to cancel the contract. The Agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws.
- f) The Agency shall submit the bank statements, TDS, Professional Tax and ESI remittance challans of the staff deployed under this contract separately with all employee wise details along with the monthly bills. The Agency shall also submit the copy of the remittance of service tax to the appropriate authorities along with the Bills.
- g) Remuneration for the outsourced Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the services as consolidated remuneration, including PF, ESI, PT etc. And also it includes management contribution and employee contribution to PF and ESI etc, as applicable (Cost to Company) and OT where applicable.
- h) The Agency shall pay the VDA as per Minimum Wages Act in accordance with the Govt. Order to be issued every year from the commencement of accounting year to Outsourced employees.
- i) The Agency shall maintain proper records pertaining to outsourced staff deployed

including the wages slips, disbursement of wages, and remittance of payments, to the various statutory authorities and present the same to the Board / concerned authorities whenever called for verification.

- j) The Agency shall maintain the muster roll/ pay roll and other wages relevant particulars pertaining to the outsourced staff deployed and shall make available for inspection by the officials of the Board, Labour Department and any other department as required by them, as and when arises.
- k) The Agency should not sublet the contract. If the Agency is found to have sublet the contract, the contract will be terminated at the risk and cost of the Agency concerned.
- l) The scopes of services in respect of number of employees are liable for addition, deletion and modification and are at the discretion of the board.

#### **6. Duration of the Contract:-**

The Duration of the contract is for the period of 12 months and extendable for further period as decided by Board. However the KSUWSSB has the right to terminate the contract with three months prior written notice if situation arises.

#### **7. General information:-**

- a. The Joint Secretary of the Board is the tender inviting authority and The Additional Labour Commissioner is the accepting authority.
- b. All the tenders shall be prepared and submitted in accordance with the instructions provided in the Tender Notification.
- c. All the tenders should be uploaded within the prescribed time limits on the respective dates and will not be accepted after the fixed time and date.
- d. The Agency shall be deemed to have been carefully examined the terms and conditions before applying for tender.
- e. Two cover bid system; both technical and financial bids are to be uploaded.
- f. The Tender Accepting Authority reserves the right to accept/reject any application or cancel the tender process without assigning any reason what so ever.
- g. Tenders not submitted in the prescribed form will be rejected. Tenders, which propose any alterations in the service specified or containing any other conditions if any sort, will be rejected
- h. Both Technical & Financial Bidding is through e-tendering only. The bidders shall upload all the specified documents, duly filled technical bid along with the financial bids for financial evaluation through online. Financial bids will be opened only for those bidders who qualifies in the technical bid.
- (i) The successful Lowest (L1) bidder shall attend the office on a date to be fixed and intimated to him for executing agreement. Failure on the part of the successful bidder to execute the contract agreement within 14 working days from the receipt of written communication, letter of acceptance to that effect would entail for rejection of tender & his EMD will be forfeited.
- (j) The "Financial Bid" should contain only rates in percentage at which services will be

provided (Annexure-2). Taxes applicable if any as per law will be paid by Board in addition to consolidated service charges rate in percentage.

- (k) The Technical Bids shall be opened in presence of the bidders or their authorized representatives. The financial bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present.

8. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria and only those found fit will be eligible for financial bid opening.
9. The bidder will follow complete integrity and any false information will lead to cancellation of tender and confiscation of EMD / SD and also prosecution.

#### **10. RIGHT TO ACCEPT OR REJECT TENDERS:-**

##### **A. The tender may be rejected, inter-alia:**

- i. If it is not in conformity with the instructions mentioned in the tender document.
- ii. If it is not accompanied by other requisite documents.
- iii. If it is conditional.
- iv. If bids are “freak bids” i.e. impracticably low or high.

##### **B. This office reserves the right to:**

- i. Accept or Reject any of the tender in full or part thereof.
- ii. Revise the requirement of manpower at the time of placing the order upto 25% either way.
- iii. Modify, relax or waive any of the conditions stipulated in the tender specification, wherever deemed necessary.
- iv. Reject any or all the tenders in part or full without assigning any reason thereof.

#### **11. Forfeiture of EMD/Bid security:-**

The EMD/Bid security taken from the bidder shall be forfeited in following cases:

- i. When the bidder withdraws or modifies his bid proposals after opening of bids.
- ii. When the bidder does not execute the agreement after placement of order within specified time.
- iii. When the bidder fails to commence the supply of goods and services as per purchase/ work order/ Award of Contract within the time prescribed.



- iv. When the bidder does not deposit the security money after the work order is placed.
  - v. To recover any dues against the firm from any other contract with the Board.
  - vi. When the successful bidder fails to complete the services satisfactorily within the time specified.
- 12.** No interest will be paid on amount of EMD/ Security Deposit. Every bidder, participating in the bidding process must furnish the required Earnest Money Deposit as specified in Notice Inviting Bid (NIB). The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of best/ successful bidder(s), the EMD, if feasible, may also be adjusted in arriving at the amount of the SD.
- 13.** Details of Staff with minimum qualification, Preferred qualification, Minimum and Maximum Age, Work Timings and Content is at Annexure 1.
- 14.** The successful bidder will have to call for applications for the various services through newspapers with wide circulation and submit applications, photo, bio data and photo copy of testimonials duly attested by the bidder at time of deployment before the Screening Committee. The Screening Committee will conduct necessary scrutiny and interview and select the staff.
- 15.** The contract period of this tender is for One year. The contract/agreement can be extended further by One year with approval of Board and Two years with approval of Government subject to satisfactory performance of the agency.
- 16.** The bidder should note that although the Consolidated Service Charge in percentage would be base for selection as minimum bid. However, other factors like annual turnover, financial strength, experience of Govt. sector projects execution, etc. will also be taken into consideration for finalization of tender.

**17. Period of Validity of Bids:-**

- a.** Bids shall remain valid for the period of 90 days, after the bid submission deadline date prescribed by the tendering authority. A bid valid for a shorter period shall be rejected by the tendering authority as nonresponsive bid.
- b.** In exceptional circumstances, prior to the expiration of the bid validity period, the tendering authority may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

**18. Evaluation of Technical Bids:-**

- a. The Technical Evaluation will be done as per the following norms by assigning marks to the bidders as per the table below. Pass marks will be 70 out of a maximum of 100. Those who qualify technically will be considered for financial bid opening.

Sl No	Eligibility Criteria	Total Marks	Marks Achieved
1a	Registered Agency for 3 years to 5 years	15	
1b	Registered Agency for above 5 years	20	
2a	Experience of Provision of Similar Services to Government Departments for 3 to 5 Years	15	
2b	Experience of Provision of Similar Services to Government Departments for more than 5 Years	20	
3a	3 Years Turn Over of Rs. 5 Crore to 10 Crore	15	
3b	3 Years Turn Over of Rs 10 Crore to 15 Crore	18	
3c	3 Years Turn Over of above Rs 15 Crore	20	
4a	Remittance to ESI in last 3 years of Rs 5 Lakhs to Rs 10 Lakhs	10	
4b	Remittance to ESI in last 3 years of over Rs 10 Lakhs	20	
5a	Remittance to PF in last 3 years of Rs 30 lakhs to Rs 50 lakhs	10	
5b	Remittance to PF in last 3 years of over Rs 50 lakhs	20	
<b>Total</b>		<b>100</b>	

- b. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause “Conflict of

Interest” or “Disqualification”, and shall be informed, either in writing about the date, time and place of opening of their financial bids

- c. The firms which could not qualify in technical evaluation will be informed about this fact.

#### **19. Evaluation of Financial Bids:-**

- a. The financial bids/ cover of bidders who qualify in technical evaluation shall be opened at the notified time, date and place in the presence of the bidders or their representatives who choose to be present.
- b. To evaluate a bid, the tendering authority shall consider the following: -
- c. The bid price as quoted in accordance with bidding document. No other method of quoting will be accepted and bid will be rejected.

#### **20. Acceptance of the Tender/ Bid:-**

- a. Prior to the expiry of the period of bid validity, the tendering authority shall notify the Successful bidder(s), in writing, that its bid has been accepted.
- b. The tendering authority shall award the Contract to the bidder whose proposal/ bid has been Determined to be the best value bid.
- c. Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.
- d. As soon as a bid is accepted by the tendering authority, its written intimation (LOA) would be sent to the concerned bidder. In the same intimation, the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value Rupees 200/- and deposit the amount of prescribed performance security deposit within 7 days from the date of issue of acceptance.
- e. The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder(s).
- g. The EMD of the bidders whose bids could not be accepted shall be refunded soon after the agreement with the successful bidder is executed and his performance security deposit is obtained. Until a formal Contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.

#### **21. Confidentiality:-**

- a. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.

- b. Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- c. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing

## **22. Conflict of Interest:**

- a. Board considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. Board requires that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, and will take appropriate actions against the bidder(s), if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.
- b. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.
- c. It may be considered to be in a conflict of interest with one or more parties in the bidding process if:
  - i. They have controlling shareholders in common; or
  - ii. It receives or have received any direct or indirect subsidy from any of them; or
  - iii. They have the same legal representative for purposes of the Bid; or
  - iv. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.

## **23. Tendering authority's Right to accept/ Reject any or all of the Bids:-**

The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

## **24. Sub-contracting:-**

The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

## **25. Termination:-**

### **a. Termination for Default:**

- i. The tender sanctioning authority may, without prejudice to any other remedy for breach of contract, by a written notice of default, of at-least 30 days, sent to the supplier/ selected

bidder(s), terminate the contract in whole or in part: - If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted.

- ii. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or If the supplier/ selected bidder(s), in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- iii. If the supplier/ selected bidder commits breach of any condition of the contract or any law like Minimum Wages Act or Rules or Contract Labour (Regulation & Abolition) Act or Rules.

**b. Termination for Insolvency:**

Board may at any time terminate the Contract by giving a written notice of at-least 30 days to the supplier/selected bidder(s), if the supplier/ selected bidder become bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder(s), provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter.

**26. Settlement of disputes:-**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

**27. Arbitration:-**

In case the dispute is not resolved any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by Secretary, Government of Karnataka, Department of Labour. When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Contract.

**28. GENERAL CONDITIONS OF CONTRACT:-**

1. All services deliverables shall be provided by persons qualified and skilled in performing such services as per the eligibility criteria indicated in Annexure 1.
2. The deliverables provided for service points by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the deliverables whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the Service Provider

through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the deliverables provided are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such deliverables who are not found suitable by the office for any reasons immediately on receipt of such a request.

3. The service provider shall engage necessary deliverables qualified and skilled in performing such services as per the eligibility criteria indicated for each category, as required by this office from time to time.
4. The service provider's deliverables shall not claim any benefit/compensation/ absorption/ regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
5. The service provider's deliverables shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential/secret nature.
6. The service provider's deliverables should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of deliverables provided by them. The agency shall be bound to prohibit and prevent any of their deliverables from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in- charge on any matter arising under the clause shall be final and binding on the agency.
7. The functional and disciplinary control over the deliverables provided by the Agency will rest with the Board and the administrative/Technical control will be with the Agency. The Board will have power to impose penalty for misbehavior / absence / deliberate delay / damage to Board property / negligence as approved by the Member – Secretary.
8. This office may require the service provider to dismiss or remove from the work place, any deliverables, provided by the service provider, who may be incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its deliverable, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
9. The Agency will provide Photo Identity Cards and uniforms in certain cases to the deliverables provided by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
10. The transportation, food, medical and other statutory requirements in respect of each deliverables of the service provider shall be the responsibility of the service provider.
11. Subject to terms of this document, no variation in or modification of the terms of contract shall be made except by written amendment.

12. The service provider shall ensure proper conduct of his deliverables in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.
13. All deliverables will have to sign an attendance register and place thumb impression on biometric attendance system 2 times every day or in case of outdoor duty like drivers, obtain certified attendance reports else they will be considered absent from duty. The service provider will submit the bill in triplicate along with the print-out of monthly attendance in respect of a particular month in the first week of the succeeding month along with bank account number of the deliverables to which the service payments will be made through DD / RTGS. The payment will be released within a month from the date of submission of claim, complete in all respects. Tax and statutory dues if any shall be deducted at source as per the relevant Act.
14. The service provider will also give undertaking they will not adopt any malpractices at any stage of bidding/execution.
15. Payments to the service provider would be strictly on the basis of certification by the officer with whom the deliverables is attached or as the case may be the head of the office that his services are satisfactory and attendance as per the bill preferred by the service provider.
16. The service provider shall provide uninterrupted services.
17. The service provider shall be contactable at all times and messages sent by phone /email/fax/ special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.
18. This office shall not be liable for any loss, damage, theft, burglary or robbery of any deliverable belongings, equipment or vehicles of the deliverables of the service provider.
19. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff provided by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.
20. Working hours for Part Time Workers would be 4 hours in a day and for full- time workers would be as per Working hours in Govt. Offices. However, the concerned deliverable may have to work beyond these hours if there is any urgency. In such cases OT beyond these hours of work will be paid as per law based on proof. The deliverables provided shall be punctual and shall abide by the directions of the Department in this regard.
21. The deliverables may avail of 1 rest day per week including notified holidays. This will be a paid holiday. However if they work on rest days/holidays they would be paid OT at twice the per diem rate as per norms of Minimum Wages Act.

22. Force Majeure:- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Procurer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procurer in writing of such conditions and the cause thereof. Unless otherwise directed by the Procurer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23. Any dispute arising out of the contract shall be settled within the jurisdiction of Bangalore.

### **29. Refund of EMD**

The EMD money will be kept in the central pooling account until the tender is awarded to the successful bidder. Based on the instructions of Tender Accepting Authority the EMD amount of the unsuccessful bidders will be refunded to the respective Bank A/c of the bidder registered in the e-procurement system.

The bidders Earnest Money Deposit may be forfeited if a bidder: -

- a. Withdraws his tender during the tender period.
- b. If the successful L1 bidder fails to sign the contract agreement within 14 working days after the tender is awarded.
- c. After signing the contract, if bidder fails to supply the manpower as per the specifications and the time schedule mentioned in the contract agreement.

### **30. Period of Validity**

Tender shall remain valid for minimum of 180 days after the date of opening the tender.

### **31. Financial bid**

- a. In the financial bid the bidder shall indicate only service charges in percent (%) (Both in figures and words) for the total emoluments payable to all outsourced staff.
- b. Service Charge quoted by the agency should inclusive of administrative expenses of the Agency.
- c. Service taxes will be paid separately as per the appropriate rates.

### **32. Details of the documents to be uploaded**

- a. Details of documents pertaining to 3 years experience for having satisfactorily provided Man Power Services. (Upload the certified copies).
- b. Duly filled technical and financial bid documents.

### **33. Preview of Tender and Time Schedule**

Bid reference No.:

Issue of Advertisement inviting :



Uploading of EOI on e-portal:

**(Submission is only through e-portal, hard copies are not accepted)**

Tender Processing fee to paid to E-governance account: As per in the e-portal (Non-refundable processing fee)

EMD: Rs. 2,30,000/-

Last date for uploading expression of interest in the prescribed format on e-procurement

Portal:26-09-2022 up to 5.00 PM

Time and date of opening of the technical bid:28-09-2022at 11.00 am

Pre bid meeting:07-09-2022 at 11.00 A.M at **KSUWSSB**

Time and date of opening of the Financial bid: 30-09-2022 at 11.00am

Place of opening the tenders : KSUWSSB

Address for any clarification: Joint Secretary, KSUWSSB.

### **34. Technical Bid**

#### **I. Details of outsourcing Manpower Agency.**

Sl. No. Details to be furnished

1. Name and address of the Agency: (as per the Registration Certificate, (enclose copy)).:

2. Local Address of the Agency :

3. Registration No. and date :

4. Details of contact person :

a. Name

b. Phone and Fax

Number (Office)

c. Cell Number:

d. E-mail ID :

5. Tender processing fee details : Amount: Date:

6. EMD : Amount: Cheque no : Date: DD no:

7. PAN and TAN numbers(Upload copies):

8. GST registration certificate (Upload copies ):

9. Latest GST returns filed (upload copies) :

10. Professional tax registration certificate (Upload copies):

11. Latest professional tax returns filed (upload copies) :

12. PF Registration Certificate issued by the Regional PF Commissioner. (Upload the certified copies) :

13. Upload last 3 years, yearly returns filed to PF authorities (upload the certified copies) :
14. ESI Registration Certificate :
15. Details of Income tax returns filed of the agency for last 3years (Upload certified copies) :
16. Audited final accounts / profit & loss / income & expenditure & balance sheet for the last three years (Upload certified copies) :
17. Any others ((upload the certified copies). :

**II. Details of last Three years' experience in providing manpower outsourcing services satisfactorily (Upload documentary proof for providing services to Government of Karnataka/ Government of India/ Government undertakings/ Government Institutions like Universities etc).**

### **Details of Experience:-**

[illegible]

**III. Details of TDS deducted and remitted to IT department for the last 3 years:-**  
**(Rs. In lakhs)**

Sl No	Year	Amount Remitted to Concerned Department in Rs Lakhs
1	2019-20	
2	2020-21	
3	2021-22	
	<b>TOTAL</b>	

Note: Concerned Document to be uploaded.

**IV. Details of GST collected & paid:-**  
**(Rs. In lakhs)**

Sl No	Year	Amount Remitted to Concerned Department in Rs Lakhs
1	2019-20	
2	2020-21	
3	2021-22	
	<b>TOTAL</b>	

Note: Concerned Document to be uploaded

**V. Details of professional tax collected & paid:-**  
**(Rs. In lakhs)**

Sl No	Year	Amount Remitted to Concerned Department in Rs Lakhs
1	2019-20	
2	2020-21	
3	2021-22	
	<b>TOTAL</b>	

Note: Concerned Document to be uploaded

**VI. Details of ESI remitted both employer & employee contribution:-**  
(Rs. In lakhs)

Sl No	Year	Number of Employees Contracted	Amount Remitted in Rs Lakhs	
			Employer Share	Employee Share
1	2019-20			
2	2020-21			
3	2021-22			
	<b>TOTAL</b>			

Note: Concerned Document to be uploaded  
Total should not be less than Rs 5 Lakhs

**VII. Details of PF remitted Both Employer and Employee contribution**  
(Rs. In lakhs)

Sl No	Year	Number of Employees Contracted	Amount Remitted in Rs Lakhs	
			Employer Share	Employee Share
1	2019-20			
2	2020-21			
3	2021-22			
	<b>TOTAL</b>			

Note: Concerned Document to be uploaded  
Total should not be less than Rs 30 lakhs

**VIII. Annual turnover of the agency as per the audit reports (Rs. In lakhs)**

Sl No	Year	Amount of Turnover in Rs Lakhs
1	2019-20	
2	2020-21	
3	2021-22	
	<b>TOTAL</b>	

Note: Concerned Document to be uploaded  
Total should not be less than Rs 5 Crore

**IX. Address and contact numbers of the Department coming under Government of Karnataka / Government of India/ Government undertakings/ Government Institutions for having provided 3 years of services of Man Power on Outsourcing basis.**

- a. Name of the client :
- b. Narrative description of the assignment:
- c. Contact person / Designation:
- d. Contact person's address, Telephone number, Email ID and Fax no. Website:

**X. Furnish satisfactory certificate issued by the previous Departments/Agencies for having provided satisfactory services. (Upload the certified copies.)**

**DECLARATION BY THE BIDDER**

1. I have read and understood the tender terms and conditions relevant to the tender notification no. \_\_\_\_\_ dated \_\_\_\_\_ and submitted the technical and financial bid in accordance with the terms and conditions of the above referred notification.
2. The information furnished in the technical bid are true and factual and I clearly understand that our tender is liable for rejection, if any information furnished is found to be incorrect and not factual at any point of time of the department will have right to initiate any action deemed fit.
3. The financial bid is separately submitted against this tender.

**Note: Fill the details in the soft copy available on e-procurement portal <https://eproc.karnataka.gov.in>.**

Place:

Date:

Seal of the Organization

Name ,Seal & Signature Of the Bidder

**Annexure - 1****Details of Manpower:-**

Sl No.	Designation	Monthly Wages Excluding VDA & OT	Age Group (Years) Relaxable in special cases	Required Qualifications	Required Experience	Other Qualifications
1.	Office Manager	37,940	23 – 45	M.Com	Masters in commerce+4 Yrs Experience as Executive	Physically Fit & No Police Records
2.	Administrative Assistant	36,940	23 – 45	MBA/MCA/M.Com	1 Yrs Experience as Executive/Accounts Officer	
3.	Accounts Assistant	36,940	23 – 45	MBA/MCA/M.Com	1 Yrs Experience as Executive/Accounts Officer	
4.	Researcher	33,490	23 – 45	M.Com/MBA/MCA	2 Yrs Experience as Surveyor/Researcher	
5.	Scheme Co-Ordinator	30,182	23 – 45	Retried Government Servant	-	
6.	Research Assistant	27,740	23 – 45	MSW/MA	1 Yr Experience as Surveyor/Researcher	
7.	Inspection & Verification Assistant	27,740	23 – 45	Graduate with Knowledge of Computer	2 Yrs Experience as Office Assistant	
8.	PA Cum Steno	31,190	23 – 45	Graduate, Short Hand with Knowledge of Computer	2 Yrs Experience as Steno/PA	
9.	Clerk cum DEO	21,224	23 – 45	Graduate with Knowledge of Computer	1 Yr Experience as DEO/Clerk	
10.	Group D	20,265	20-45	SSLC	1 Yr Experience as Peon	
11.	Driver	20,265	23 – 45	9 <sup>Th</sup> Pass with LCV Badge	5 Yrs Experience as Driver	
12.	House Keeping	17,965	20-45	7 <sup>Th</sup> Pass	1 Yr Experience in House Keeping	

**Annexure - 2**

**FINANCIAL BID:-**

Quote service charges in per cent (%) (Both in figures and words) for the total emoluments payable to the outsourced staff, including all administrative expenses of the Agency.

<b>Assignment</b>	<b>Quantity</b>	<b>Likely Amount per Annum</b>	<b>Statutory Deductions like EPF &amp; ESI</b>	<b>Service Charge % in Figures</b>	<b>Service Charge % in Words</b>
Providing Outsourced Manpower in Various Categories to KSUWSSB 2022-23	84	About Rs 230 Lakhs	As per Rules		

**Note: 1)** The Bidder should quote the Grand Total amount in the e-portal.

2) The Applicable rate of the Service Tax will be paid separately as per service tax provisions.

Name, Seal & Signature  
Of the Bidder