



Empowerment through livelihood

Government of Karnataka

Rural Development and Panchayath Raj Department

Karnataka State Rural Livelihood Promotion Society

i-145, 1st Floor, infantry Road, Bangalore-560001

Contact No: 080 2286271 / 080 22534800

Tender No. KSRLPS/179/2012-13

Dated: 10.1.2013

INSTRUCTIONS TO BIDDERS

1. 00 General: INVITATION FOR BIDS

Karnataka State Rural Livelihood Promotion Society, RDPR Dept, Govt. of Karnataka invites tenders from eligible Man Power Agencies in two part tender system in technical and financial proposals for out sourcing the services for (i, Accountants, Executives, Assistants Office Peons for its State level office at Bangalore. Details are available in the web site: www.rdpr.kar.nic.in. **Last date for receipt of applications is at 16.00 hrs on or before 28.1.2013.** The personnel requirement for State level office is given below at **Table A** below

Sl. No	Details of Personal	No. of Personnel required
1	Executives	2
2	Accountants	1
3	Assistants	4
4	Office Peons	3
	Total Personnel	10

2.00 SCOPE:

- (i) Out sourcing the services by engaging personnel as per table above through Man-Power Agencies for the State level office.
- (ii) KSRLPS, RDPR, Govt. of Karnataka shall have the right to vary the number of personnel in each of the category of personal.

•

- (iii) KSRLPS, RDPR, Govt. of Karnataka may ask for similarly qualified personnel to be provided by a Man Power Agency at the State level.
- (iv) The per month payment rate (exclusive of all taxes and duties) for the personnel shall be as per **Table B** below.

Sl. No	Details of Personal	No. of Personnel required	Per Month Rates to be paid.
1	Executives	2	@ Rs. 20000 & Rs. 19000
2	Accountants	1	@ Rs. 20000
3	Assistants	4	@ Rs. 12000, Rs. 9000, Rs. 8000 Rs.8000
4	Office Peons	3	@ Rs. 7000 per peon
	Total Personnel	10	Rs.117000

- (v) 1. Professional Tax shall be deducted from the salary of the personnel By the Man Power Agency and remitted to the PT office.
2. Statutory deductions have to be made by the employer wherever Necessary.
3. Service Tax will be borne by the Man Power Agency @ 12.36 % and On claim filled with the KSRLPS.
4. The contribution rate of EPF and ESI shall be as prescribed from time-to-time;
The EPF Contribution shall be 13.61% and 12.00% for the employer and Employee respectively. The ESI contributions shall be at the prescribed rate and Present rates of 4.75% and 1.75% for the employer and employee respectively.

(vi.) Availing of the services of the personnel indicated in the tender documents is purely on basis of contract through and with a Manpower Agency for a specific period. Therefore neither the contractor nor the contracted personnel have any claim towards permanency at any stage or date. The same forms the part and parcel of the terms and conditions of this tender.

(vii.). The bidders should be well conversant with the Rules and Regulations, Contract Labour (R&A) Act, EPF & MP Act, ESI Act, Minimum Wages Act, Payment of Wages Act, Service Tax and I.T. Act etc. The bidder should take in to account all the above facts before quoting. The bidders should maintain all relevant documents/records for having registered with the

•

concerned departments and copy of the same shall be furnished in support of their claim to meet the required qualifications as specified in the tender documents.

(viii.) All personnel must have computer knowledge.

(IX.) The Bid Winner shall make payment to all personnel deployed by him within the 5th day from the date of receipt of monthly payment from KSRLPS. These payments to the deployed-personnel by the Bid Winner shall be into the Bank Accounts of the concerned personnel. The Bid Winner shall furnish the documentary proof of having disbursed the payments into the bank accounts of the deployed personnel by way of a copy of the "*Bank Statement*". Non-submission of such a *Bank Statement* proving disbursement of payments into the bank accounts of the deployed personnel shall lead to disallowing of further payments to the Bid Winner from KSRLPS side in the subsequent month until such a Bank Statement is actually submitted. In case of persistent default in timely submission of such a *Bank Statement* for each month, the contract to the Bid Winner shall be cancelled treating persistent delayed submission of such a *Bank Statement* as violation of "Scope of Work" and, thus, a "Breach of Contract". In this "persistent default" means non-submission of such a Bank Statement until 25th of the month in which it is due, and, such default occurs for more than 2 months in any continuous period of 12 months. In other words in a continuous period of 12 calendar months the persistent default is said to have occurred the moment it occurs for the 3rd time during such a 12-month period.

(x.) The bid winner shall offer and actually make available manpower of requisite qualifications adequate in numbers as per tables above. The district shall conduct a "suitability-cum-aptitude test" and pick only those who meet the minimum suitability-cum-aptitude requirements. The personnel once placed at disposal of a KSRLPS cannot be changed without prior information in writing to the MD, KSRLPS who shall have right and duty to assess or cause to be assessed the suitability for any such new personnel of the requisite qualifications before any payment become liable to be paid for such a new personnel. The bid winner shall not be entitled to be paid for any personnel until the said personnel is declared to meet the "suitability-cum-aptitude" requirements as determined through a test conducted in this regard. The "suitability-cum-aptitude" test shall be prepared and centrally prescribed from the KSRLPS and shall be in writing/computer based.

-

(XI.) **Schedule of requirements:-** The successful agency should provide the services of personnel within 15 days from the date of award.

(XII) **Training:** Training for the personnel provided by the bid winner Manpower Agency shall be done by KSRLPS , RDPR, Govt. of Karnataka.

(XIII.) The Manpower Agency shall cooperate and integrate in all efforts of computerization of KSRLPS, RDPR, Govt. of Karnataka. The personnel of Manpower Agency shall be bound to learn, adapt, adopt, and fully implement all changed systems arising out of such computerization.

(xiv.) In case “Breach of Contract” or violation of terms & conditions or non-fulfillment of “Scope of Work” by a Bid Winner (subsequent to award of contract) leads to cancellation of the contract as per prescribed terms & conditions of this tender and/or agreement there-under; then KSRLPS, RDPR Dept, Govt. of Karnataka, reserves the right to assign to any other bid winner Manpower Agency. This assignment shall be at the discretion of KSRLPS, RDPR, Govt. of Karnataka, and shall be on identical terms & conditions as that of the cancelled Manpower Agency.

3.00 Minimum Qualifications, Job Chart and Desirable Traits for Personnel

No.	Name	Criteria	
		Education Qualification	Experience
1.	Executive	Minimum : Bachelor Degree in B.A, B.Sc degree & above & with computer knowledge in MS Office and typing in English and Kannada	Minimum of 4-5 years of experience in the relevant field.
2.	Accountant	Finance & Procurement: Bachelor Degree in Commerce or Business Management with computer knowledge in MS Office, tally and typing in English and Kannada	Minimum of 2-3 years of experience in Accounts, Auditing and computerized accounting system
3	Assistants	Minimum: PUC with computer knowledge in MS Office and typing in English and Kannada.	Minimum of 2-3 years experience in typing
4.	Office Assistant-Group D	SSLC pass or fail	Minimum of 1-2 years of experience in the relevant field.

•

All personnel (1-3) deployed should have passed minimum qualification as prescribed , with knowledge of Computer and Computer typing skill not less than 35 words per minute both in Kannada and English, along with service motivation, time management, good mannerism, towards providing good service, punctual in attendance. They shall be well versed with MS office, Word, Excel and Power Point Programming.. The persons with experience of similar works carried out elsewhere in, RDPR, GOVT OF KARNATAKA/other departments will be preferred. He/She will discharge all the activities as per the Guidelines in this regard or any other works assigned under/for KSRLPS by the Mission Director, KSRLPS.

All personnel provided by the bid winner will have to pass “Suitability-cum-aptitude test” and only those who score the passing marks will be accepted. The full responsibility to provide adequately qualified and capable candidates who are able to pass the “Suitability-cum-aptitude test” is that of the Bid Winner.

4.0 COST OF BIDDING:

All the costs and expenses incidental to preparation and submission of the proposals, discussion and conferences, if any, including pre-award discussions with the successful bidder and other presentations including any demonstrations etc., shall be to the account of the bidders and the KSRLPS, RDPR, GOVT OF KARNATAKA shall not be responsible.

5.0 CONTENT OF BIDDING DOCUMENTS:

5.1 The details of providing the services required, bidding procedures and contract terms are prescribed in the bidding documents.

5.2 Any amendment, errata or addendum issued by the KSRLPS, RDPR, GOVT OF KARNATAKA prior to bid opening shall constitute integral part of the bid.

6 CLARIFICATION OF BIDDING DOCUMENTS:

6.1 The bidder is required to carefully examine all instructions, forms, terms and the specifications in the Bidding documents and fully inform him self as to all the

-

conditions and matters, which may, in any way, affect services to be provided, and/or the cost thereof. If the bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once make a request for an interpretation/clarification. The same will be clarified in Pre-bid Meeting as prescribed.

6.2 Failure to furnish all information required as per the bidding documents, or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of the bid.

7.00 AMENDMENTS TO BIDDING DOCUMENTS:

7.1. The KSRL:PS, RDPR, GOVT. OF KARNATAKA reserves the right to issue amendments or clarifications to the specifications and documents to all bidders who have obtained the bidding documents giving reasonable time prior to the bid opening for any reason whether at its own initiative or in response to interpretations/clarifications requested by prospective bidder. Such amendments or clarifications shall be given due consideration by the bidders while they submit their bids and the bidders shall invariably enclose such documents after putting their signatures there on as a part of their bids. All such amendments, clarifications etc., shall be mailed or sent by Telex/Fax by the KSRLPS , RDPR, GOVT OF KARNATAKA to the prospective bidders at the address contained in the letter or request for issue of bidding documents. KSRLPS,EGS, RDPR, GOVT OF KARNATAKA shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

7.2 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the KSRLPS, RDPR, GOVT OF KARNATAKA may, at its discretion extend the deadline for the submission of bids.

•

8.0 PREPARATION OF BIDS

8.1. LANGUAGE OF THE BID:

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder shall be in English language only.

9.0 DOCUMENTS COMPRISING THE BID

9.1 The bids shall be submitted in two separate covers each for technical and financial proposals.

9.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as indicated.

10.00 MINIMUM QUALIFYING REQUIREMENTS FOR BIDDERS:

A. Technical:

1. Qualifying requirements to participate in the bids:-

- i) The bidder should be a registered firm with P.F., ESI, IT, service Tax and with contract licences (as applicable) etc from Labour department.
- ii) The bidders should have provided “**similar services**” to provide manpower to Government Departments or Govt Authorities or Local bodies or Govt PSUs or to private companies continuously for at least one year during the last three financial years. Performance certificate from these organizations shall be furnished. Provided that in case of experience to provide personnel as Man Power Agency to Private Companies.
 - a. The Private Company must be registered/incorporated under the *Indian Companies Act, 1956*,
 - b. The turnover of such a Private Company to whom the Bidder has provided the personnel shall not be less than Rupees 40.00 on average in the last three financial years (this turnover is that of Private Company to whom the bidder provided the personnel on outsourcing basis)

Note: “Similar Services” means experience in providing personnel of the type indicated. –The experience in providing manpower in unrelated fields such as

•

“Security Agencies”, “Manual Labour or Housekeeping Services or Cleaning/Sweeping Works” shall not be counted as experience in this regard.

- iii) The Bidder must have provided at least 25 personnel (read with clause ii above) on average in the last three financial years (2009-10, 2010-11, 2011-12) for each district lot the bidder wishes to bid for. The bidders should not be a defaulter or a black listed firm in respect of any tender or contract in any of the Government departments/authorities/PSUs or companies (see clause (ii)). The bidder should be furnished self declaration in this regard.
- iv) The firm should be conversant with all labour rules and Regulations and EPF & MP Act, ESI Act, Minimum Wages Act,, Payment of Wages Act, Contract Labour (R&A) Act etc.
- v) The relevant supporting documents in respect of the eligibility criteria for the above items should be furnished **along with the tender documents without which the tender is liable for rejection.**

B. Financial Capability:

1. In order to bid, the Bidder shall have the financial annual turnover in at least one financial year in the preceding three financial years (2011-12 or 2010-11 or 2009-10), **the value of 25 lakhs.** The audited balance-sheet shall be submitted as a proof of the turn-over.

Note: The bidder shall furnish documentary evidence in support of the above qualifying requirements stipulated. Bidder not satisfying any of the above qualifying requirements will be summarily rejected.

11.0 Amenities to the Manpower Provided Personnel:-

(i)The agency should provide all amenities to his personnel such as Identity card/badges, etc., at his cost. Agency should also take care of all safety and risk management of the personnel deployed during the period of contract.

(ii).The public-holidays and weekly off shall be as per holiday list of the Govt of Karnataka. In case of any substitution the same must be done as per clause in “Scope of Work” in this regard and shall be intimated to the controlling officers of the deployed

•

personnel well in advance (at-least 10days in advance), and, action taken as per “Scope of Work”

12.0 Period of contract:-

The period of contract will be 12 months (1-year) from the date of award of contract, extendable for a period of 12 months at the discretion of KSRLPS.

13.0 INFORMATION REQUIRED WITH THE PROPOSAL:

13.1 The bids must clearly indicate the name of the Bidder who is participating in the bid for providing the services of the required personnel.

13.2 The bidder in order to provide additional information and data in the Bid as deemed necessary by the bidder may use standard Catalogue pages and other documents.

As regards the provision of the bidding documents other than those listed in the Bid document, in case the “Proposed information contradicts the Specification requirements”, specifications requirements shall govern, unless otherwise brought clearly in the technical/commercial deviation schedule in the bid.

13.3. Oral statements made by the bidder at any time or any other matter shall not be considered.

13.4 No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

- i. Validity of offer.
- ii. EMD
- iii. Performance Guarantee.
- iv. Payment terms
- v. Liquidated damages, Penalty for delay

Bidders are advised that while making bid proposals and quoting Financials these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

•

14.0 FINANCIAL BID:

14.1 i) Evaluation of Financial Bids

The monthly payment rates of the personnel shall be fixed and as stated in table Babove (Paragraph 2.0 Clause (iv) Table-B).

Let this monthly payment for the deployed personnel be **Rupees X**

The bidder shall give financial bid in terms of “**Service Charge**” as percentage of **Rupees X** which the bidder shall have to be paid by KSRLPS, RDPR, Govt of Karnataka.

The bidder giving the **Lowest “Service Charge” (L1)** shall be the bid winner for **the said tender**. Provided that, any bid with negative “Service Charge” shall be rejected.

Further, in case, more than one bidders emerge L1 (Lowest Bidder) as per above financial evaluation criteria, the decision to pick the bid winner shall be taken by random “draw of lots” among all such L1 bidders. Accordingly, the bidder whose name emerges in the draw of lots shall be declared the bid winner.

Note: Please, see the Performance Guarantee clause – a lower “Service Charge” bid will attract a higher Performance Guarantee (as percentage of the “Value of the tender”).

- ii) The per month payment rate to the personnel as given in table in “2.0 SCOPE OF WORK” shall be inclusive of all statutory fees, taxes, duties, P.F., ESI, service tax, etc. The same shall remain fixed throughout the contract period.
- iii) KSRLPS, RDPR, GOVT OF KARNATAKA reserves the right to place orders for partial quantity out of the total tendered quantity.

14.2 The financial bid should be clearly quoted both in figures and words. In case of discrepancy between words and in figures, the lower of the two will be considered. If the bid is not clear and unambiguous KSRLPS, RDPR, GOVT OF KARNATAKA reserves the right to reject the offer.

Any variation in the rates etc. will not be allowed on any ground, such as a mistake, misunderstanding etc., after the Bid has been submitted.

•

14.3. Taxes and Duties:-

The bidders should indicate clearly all applicable taxes & duties etc., for the respective category of personnel to be deployed. This is for abundant clarity and transparency in payments to the personnel. Any tax, duty, etc not mentioned in the Price-bid shall not be deducted while making payments to the personnel. Any such deduction while making payment to the personnel shall be treated as “Breach of Contract”. All taxes, duties, etc shall be payable only by the Bid Winner.

15.0 Schedule of requirements:- The successful agency should provide the services of personnel within 15 days from the date of award.

16.0 BID CURRENCIES:

The Bidder shall quote only in Indian Rupees.

17.0 EARNEST MONEY DEPOSIT:

EMD @ 1.5% of “Value of the bid” shall be payable.

18.0 PERIOD OF VALIDITY OF BIDS:

18.1 Bids shall be kept valid for acceptance for a period of 30 days from the date of opening of bids, excluding the date of bid opening. A bid valid for a shorter period will be rejected by the KSRLPS , RDPR, GOVT OF KARNATAKA as non-responsive.

18.2 In exceptional circumstances the KSRLPS, RDPR, GOVT OF KARNATAKA may solicit the bidder’s consent to an extension of the period of the validity. The request and the response there to shall be made in writing (including Cable or Fax or Telex). A bidder may refuse the request, but while granting the request for extension of validity the bidder will not be permitted to modify his bid.

19.0 FORMAT OF BID:

19.1 The bids are invited in two part bid system.

19.2 The Technical bid consists of the following:

- i. Technical proposal.
- ii. Documentary Sheets

19.3 The Financial bid consists of the following:

- i. Financial or Price Bid Sheet

•

19.4. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the bidder. Such erasures or other changes in the bid including the proposal documents shall be over the initials of the persons(s) signing the bid.

20.0 SUBMISSION OF BIDS TO THE KSRLPS, RDPR, GOVT OF KARNATAKA:

- 20.1 The bidder shall submit the bid in manual Mode only. The bidder must ensure that the bids are received in the specified address of the KSRLPS, RDPR Govt. of Karnataka by the date and time indicated in the invitation for bids. **Bids not submitted on time and non submission of EMD shall be disqualified.** Bids submitted by telex/telegram will not be accepted. Request from any bidder to the KSRLPS RDPR, GOVT OF KARNATAKA to collect the Bids in physical form, from airlines, cargo agents etc., will not be entertained by the KSRLPS RDPR, GOVT OF KARNATAKA.
- 20.2 In case, the KSRLPS, RDPR, GOVT OF KARNATAKA at its discretion, extends the deadline for the submission of bids, all right and obligations of the KSRLPS, RDPR, GOVT OF KARNATAKA and the bidders previously subject to the deadline shall thereafter be subject to the deadline (for submission of bids) as extended.
- 20.3 The KSRLPS, RDPR, GOVT OF KARNATAKA reserves the right to reject any bid, which is not deposited according to the instruction, stipulated above.
- 20.4 **LATE BIDS**
Any bid received by the KSRLPS, RDPR, GOVT OF KARNATAKA after the deadline for submission of bids prescribed by the KSRLPS, RDPR, GOVT OF KARNATAKA shall be rejected.
- 20.5 No bid may be withdrawn in the interval between – “after the deadline for submission of bids” and “the expiration of the period of bid validity”. Withdrawal of a bid during this interval shall result in the Bidder’s forfeiture of its bid security/EMD, and, also make him liable for black-listing.
- 20.6 **Acceptance of Tenders**
- a) The KSRLPS, RDPR, GOVT OF KARNATAKA does not bind itself to accept any tender; neither will any reason be assigned for the rejection of any tender or part tender.
 - b) Disregard of Tender Conditions:
-

The KSRLPS reserves itself the right to reject any tender, which does not conform to any of the conditions of this tender document.

21.0 PAYMENT:

The payment shall be made to the successful bidder on monthly basis by 1st of succeeding month for the persons deployed, against the invoice furnished by the agency after evaluating the following points –

- (i) The respective controlling offices (controlling office shall be as defined in the contract agreement and unless so defined shall mean – (i) KSRLPS, RDPR, Govt. of Karnataka shall certify the attendance and satisfactory performance of duties.
- (ii) Objectively measureable parameters of performance as per job chart will be prescribed which shall have to be met each month which, in turn, will entitle the Manpower Agency to get payment against each personnel. Within the prescribed job chart of personnel, these parameters can evolve over the period of contract. In case of “non-performance” by any personnel when measured against the prescribed “job-chart”, then such a personnel could be sought to be replaced by KSRLPS. In case such request is made KSRLPS by the Manpower Agency shall comply with the same within a period of 10-days.
- (iii) In case of less than 20 days in a month on an average over a period of more than 2 continuous months in the office – the decision not to continue the services of personnel can be taken at complete discretion of KSRLPS , RDPR, GoK. This dis-engagement shall be within 25% variation clause.

(iv) The Bid Winner shall make payment to all personnel deployed by him within the 5th day from the date of receipt of monthly payment from KSRLPS. These payments to the deployed-personnel by the Bid Winner shall be into the Bank Accounts of the concerned personnel. The Bid Winner shall furnish the documentary proof of having disbursed the payments into the bank accounts of the deployed personnel by way of a copy of the “*Bank Statement*”. Non-submission of such a *Bank Statement* proving disbursement of payments into the bank accounts of the deployed

•

personnel shall lead to disallowing of further payments to the Bid Winner from KSRLPS side in the subsequent month until such a Bank Statement is actually submitted. In case of persistent default in timely submission of such a *Bank Statement* for each month, the contract to the Bid Winner shall be cancelled treating persistent delayed submission of such a *Bank Statement* as violation of “Scope of Work” and, thus, a “Breach of Contract”. In this “persistent default” means non-submission of such a Bank Statement until 25th of the month in which it is due, and, such default occurs for more than 2 months in any continuous period of 12 months. In other words in a continuous period of 12 calendar months the persistent default is said to have occurred the moment it occurs for the 3rd time during such a 12-month period.

(vi) All payments to the Manpower Agency shall be through manual/RTGS or electronic money transfer system through Commercial Banks.

22.0 Statutory Deduction from the bills:-

The statutory deduction such as income tax, etc., will be deducted from the monthly bill of agency as per Rules for which relevant documents will be issued.

23.0 Deduction of payment for absentees:-

In case the successful bidder while performing the contract failed to provide substitute for an absentee, the wages at 1/25th of the monthly wages per person per day will be deducted from the bill.

24.0 Maintenance of payment records:-

The successful bidder should maintain proper records for having disbursed the monthly payment to the persons deployed for KSRLPS, RDPR, GOVT OF KARNATAKA and the agency should also maintain records of Service tax, P.F., ESI payments remitted to concerned departments on account of personnel service provided to KSRLPS, RDPR, GOVT OF KARNATAKA which shall be furnished as documentary evidence to KSRLPS, RDPR, GOVT OF KARNATAKA in every succeeding month, without which the payment for the current month will not be released. KSRLPS., RDPR, Govt of Karnataka reserves right

•

to deduct any such taxes, duties, cess at source before release of payments to the Manpower Agencies.

25.0 Performance guarantee & Execution of contract agreement:-

25.1 The successful bidder shall furnish Performance Guarantee (PG) as percentage of “Value of the bid” (See table in Paragraph 1.0). The percentage of PG to be given shall be based on the bid given for “Service Charges” (see Paragraph 14), and, as follows –

“Service Charge” (SC) in % age as per Price Bid	Performance Guarantee (PG) to be furnished as %age of “Value of a Contract”
SC less than or equal to 1%	13%
SC >1% but less than or equal to 2%	12%
SC >2% but less than or equal to 3%	11%
SC >3% but less than or equal to 4%	10%
SC >4% but less than or equal to 5%	09%
SC >5%	08%

25.2 The PG shall remain valid and deposit shall remain with RDPR Dept, GoK, for full contract period plus three months beyond the contract period. No interest shall accrue or given to the bid winner for either part of the PG from KSRLPS, RDPR Dept, GoK, under any circumstances.

The agency should also execute a contract agreement as per the prescribed format on Rs. 300 /- stamp paper as provided in the tender documents within 10 days from the date of award. The award shall be placed on the bid winner.

26.0 Penalty:-

26.1 In case the successful bidder fails to provide the required personnel as per tender condition (see Scope of Work) within the delivery period, a penalty at a pro-rata rate to 0.5% (at 25% shortfall in providing personnel) deducted per day for the delayed period until the Bid Winner successfully provides the requisite personnel (in each category).

26.2 The deducted amount (out of Bid Winner’s deposit with KSRLPS RDPR, GoK) shall be recouped out of the next payment that becomes due to the Bid Winner.

27.0 Termination of the contract:-

A. The contract shall be terminated for the following reasons;

-

- i) The performance of the contractor is poor and not satisfactory.
- ii) Indulging in activities detrimental to the KSRLPS, RDPR Dept, GOVT OF KARNATAKA services.
- iii) The Manpower agency is found to have submitted fake or fraudulent or false documents furnished by the agency at a later date or if the agency is proved to have suppressed material information disclosure of which would have rendered the agency ineligible as per tender terms & conditions.
- iv) Non-adhering/violation of the terms and conditions of the contract.

B. The KSRLPS , RDPR Dept, GOVT OF KARNATAKA shall have the following powers:

- i) To recover from the contractor as liquidated damages or by way of penalty clause above and,
- ii) To engage someone-else after giving due notice to the contractor, on to the account and at the risk of the contract at such places where personnel are not so provided.
- iii) To cancel the contract
- iv) To blacklist or not to consider the suppliers future offers for a specified period.
- v)

28.0 Resolving of disputes:-

28.1 All disputes shall be first attempted to be resolved amicably with mutual agreements.

28.2 In case of non-resolution of any issue or dispute arising out of or in connection with anything in this tender or the contract, the same shall be referred to resolution to Mission Director, KSRLPS, RDPR Department, Govt. of Karnataka; who shall hear the parties and give his findings on the issue/dispute, and, the same shall be final and binding on both the parties to the contract.

28.3 The Manpower Agency or the Mission Director, KSRLPS who is unsatisfied with the resolution or decision of Mission Director, KSRLPS, under clause 28.2 shall have option to go in for arbitration to Principal Secretary, RDPR Department, Govt of Karnataka. The decision in the said arbitration shall be final and binding on both the parties

•

29.0 Breach of Contract

The following shall be defined as occurrence of “breach of contract”

- 29.1 Any activity causing wrongful loss to KSRLPS, RDPR, Govt. of Karnataka.
- 29.2 Any breach or violation of the contract which leads to financial loss to the government or loss of public money.
- 29.3 A proven case of false measurement and/or bill preparation by personnel of Man Power Agency (proved in a suitable enquiry by a suitable authority)
- 29.4 Non-payment of remuneration of the personnel within 5th day of succeeding month, provided the same has been released by KSRLPS .
- 29.5 Any violation of terms & conditions of the contract/tender document, or, non-delivery of “Scope of Work”

The Performance Guarantee by the Bidder can be forfeited for any “Breach of Contract” as cited above to the extent to make good any financial loss to KSRLPS, RDPR, GoK. This forfeiture is without prejudice to any other legal action that is necessary and required in a given situation.

30.0 CHANGE OF QUANTITY: The KSRLPS, RDPR, GOVT OF KARNATAKA reserves the right to increase or decrease the quantities of items in its order/indent.

- a) The KSRLPS, RDPR, GOVT OF KARNATAKA may at any time during the execution of the contract make changes within the general scope by written instructions, in the place of works.

31.0 DELAYS IN THE CONTRACTOR’S PERFORMANCE:

- 31.1 Delay by the contractor in the performance of the obligations under the contract shall render the contractor liable for any or all the following sanctions: forfeiture of its Performance Guarantee, imposition of liquidated damages and/or termination of contract for default as detailed hereunder.

32.0 EFFECT AND JURISDICTION OR CONTRACT:

32.1 The contract shall be considered as having come into force from the date of “Notification of Award” unless otherwise provided in the “Notification of Award”.

32.2 The laws applicable to the contract shall be the law in force in India. The Courts of Bangalore in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract, including execution of arbitration awards.

33.0 VAT (KARNATAKA SALES TAX) AND CENTRAL SALES TAX:

VAT/KST and CST Acts etc shall be as applicable and full liability of the Bidder.

34.0 ADDITIONAL INSTRUCTIONS FOR THE ATTENTION OF TENDERERS:

I. Technical proposal , shall contain technical bid with commercial conditions with Schedule indicating ONLY THE QUANTITIES AND NOT FINANCIAL BID. In case Financials are indicated in the Technical Bid, the offer will be summarily rejected.

The Bidders shall submit their offer in before the notified date and time for opening tenders. Only technical bids will be opened in the presence of the Bidders or their authorized representative.

The date and time of opening of Financial bids will be notified to all the technically eligible Bidders after technical evaluation of the tender is completed.

II. The following Schedules are enclosed:

Schedule-1 -Technical Bid Sheet

Schedule-2 - Assessment of Financial Capability of firms.

Schedule-3 - Financial Bid Schedule

35.0 Bid opening and evaluation:

On the date and time fixed by the KSRLPS, RDPR, GOVT OF KARNATAKA for opening of bids in manual mode will be opened and scrutinized by the owner. After fully satisfying the bid conditions, the technical proposals will be opened. Bidder's representatives (up to 2 persons) who choose to attend at the date and time for opening of bids in the invitation to bid or in case any extension has been given thereto on the extended bid opening date and time notified to all the bidders who have purchased the bidding document. The bidder's representatives who are present shall sign a register evidencing their attendance.

The bidder's names, technical modifications, bid withdrawal and such other details will be available on the website after opening.

The Financial bids of all the "Technical -commercial" Responsive Bidders shall be opened in the presence of representatives (up to two per firm) of such bidders who choose to be present. The date/time of opening the financial bid shall be intimated to all such qualified bidders by fax/letter in advance besides inviting final Financial bid if found appropriate after evaluation of Technical bids.

The bidder's name, lump-sum Financial Bid, all discounts if any, modifications in the Financial Bid will be available on the web site.

No electronic recording/transmitting devices will be permitted during bid opening.

36.0 Purpose of evaluation of bids:

The bids received/accepted/opened will be evaluated by the KSRLPS , RDPR, GOVT OF KARNATAKA to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. All technically responsive bids shall then be examined for financial evaluation of the bids as follows -

The bidder shall give financial bid for in terms of "**Service Charge**" as percentage of **Rupees X** which the bidder shall have to be paid by KSRLPS, RDPR, Govt of Karnataka.

The bidder giving the **Lowest "Service Charge" (L1)** shall be the bid winner. Provided that, any bid with negative "Service Charge" shall be rejected.

-

Further, in case, more than one bidder emerge L1 (Lowest Bidder) as per above financial evaluation criteria, the decision to pick the bid winner shall be taken by random “draw of lots” among all such L1 bidders. Accordingly, the bidder whose name emerges in the draw of lots shall be declared the bid winner.

***Note:** Please, see the Performance Guarantee clause – a lower “Service Charge” bid will attract a higher Performance Guarantee (as percentage of the “Value of the bid”).

-sd-

(D. Padma Krishna Rao)

**i/c State Project Manager (Adm.) &
State Project Manager (F)-cum Tender Inviting Authority
Karnataka State Rural Livelihood Promotion Society, RDPR.**

•