

**KARNATAKA SCHOOL QUALITY ASSESSMENT AND
ACCREDITATION COUNCIL(Reg), KSEEB, 6th CROSS,
MALLESHWARAM, BANGALORE- 560 003**

“e- TENDER NOTIFICATION”

**Supply of Manpower of different categories to KSQAAC on out source basis
for a period of 1(One) Year(01.09.2022 to 31-08-2023) renewable year on
year for the next 2 years.**

TENDER DOCUMENT

Out Source Tender Amount Rs. 12,50,000-00 Per Annum

Address for communication

EXECUTIVE DIRECTOR

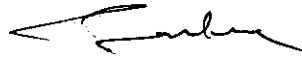

**KARNATAKA SCHOOL QUALITY ASSESSMENT AND ACCREDITATION
COUNCIL(Reg), KSEEB, 6th CROSS, MALLESHWARAM, BANGALORE- 560 003**

WEB SITE: www.sslc.karnataka.gov.in.

Phone No:080-23341615

e-mail-ID- ksqaacb Bangalore@gmail.com

Tenders for the work	Supply of man power of different categories to KARNATAKA SCHOOL QUALITY ASSESSMENT AND ACCREDITATION COUNCIL(Reg), KSEEB, 6th CROSS, MALLESHWARAM, BANGALORE- 560 003 on out Source basis for a period of one year (01.09.2022 to 31-08-2023).
Tender Reference No	No:KSEEB/DPIE/KSQ2(OSET)/1/2022-KSQAAC, Date:02-06-2022
Period of sale of Tender Document	As mentioned in e-procurement portal
Last date of sale of Tender Document	As mentioned in e-procurement portal
Last Date and Time for receipt of Tenders	As mentioned in e-procurement portal
Time and Date of opening tenders	As mentioned in e-procurement portal
Place of the opening tenders	O/o The Executive Director, KSQAAC, KSEEB, Bengaluru-03
Address for the communication	O/o The Executive Director, KSQAAC, KSEEB, Bengaluru-03


Executive Director
 Karnataka School Quality Assessment
 and Accreditation Council (R)
 KSEEB, 6th Cross, Malleshwarar
 Bangalore - 560 003.


**KARNATAKA SCHOOL QUALITY ASSESSMENT AND ACCREDITATION
COUNCIL(Reg), KSEEB, 6th CROSS, MALLESHWARAM, BANGALORE- 560 003**

No:KSEEB/DPIE/KSQ2(OSET)/1/2022-KSQAAC,

Dated: 02-06-2022

**Invitation to provide the services of Manpower of different categories to
KSQAAC for a period of 1(One) Year(01.09.2022 to 31-08-2023) renewable
year on year for the next 2 years**

1) Tender has been invited in the prescribed format from Firms/ companies to provide services of **Manpower of different categories to KSQAAC for a period of 1(One) Year(01.09.2022 to 31-08-2023) renewable year on year for the next 2 years** The bidder has to submit the proposal along with EMD of Rs.25,000/- (Twenty five thousand only)

The document is available on the internet in the website <http://www.eproc.karnataka.gov.in>. The same can be downloaded from the internet.

It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the following website: <http://www.eproc.karnataka.gov.in>.


The bidders will be required to register themselves with the centre for E-Governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website: <http://www.eproc.karnataka.gov.in>. Necessary training and hands on experience in handling e-procurement system could be obtained from the centre for E-Governance. Necessary details could also be obtained over telephone at 080-23341615.

2) The pre-proposal conference will be held at **EXECUTIVE DIRECTOR, KSQAAC, KARNATAKA SCHOOL QUALITY ASSESSMENT AND ACCREDITATION COUNCIL(Reg), KSEEB, 6th CROSS, MALLESHWARAM, BANGALORE- 560 003.** Karnataka on Dated:**21-07-2022** at 12.00 P.M.

3) The Completed document "Request for Proposal" should be submitted on or before **01-08-2022 at 4.00 P.M.** The technical proposal will be opened on **03.08.2022 at 12.30 P.M.** The detail time schedule of the tender is as under.

Tender reference and Date		
1	Amount put for tender	Approx. Rs.12.5 lakh (per annum)
2	Date of commencement of tender downloading on web site	16-07-2022
3	Last date and time for submission of Bid	01-08-2022 at 4.00 PM
4	Date and time of opening of Technical Bid	03-08-2022 at 12.30 PM
5	Tentative date and time of opening Financial Bid	06-08-2022 at 12.30 PM
6	EMD amount payable electronically only	Rs 25,000/-
7	Pre-Bid meeting	21-07-2022 12.00PM

4) For further details contact the **EXECUTIVE DIRECTOR, KSQAAC, KSEEB, Malleshwaram, Bangalore** during office hours. Ph: 080-23341615.


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A Brief information on "REQUEST FOR PROPOSAL (RFP) "

1. Under KSQAAC program this is the RFP to procure the services of Manpower of different categories obtained for a period of 1(One) Year (01.09.2022 to 31-08-2023) renewable year on year for the next 2 years provided satisfactory performance and mutual agreement without any revision of rate of service charge and terms and conditions. Details of approximate number of manpower to be provided by the agency to KSQAAC Office are shown below:

1. DEO - 03

2. Group-D- 02

Total - 05

2) Proposals in Electronic Form are invited from professional **Firms/ organizations to** participate in the tender for providing the services of man power to KSQAAC Office.

3) The proposal to be submitted along with Earnest Money Deposit(EMD) of **Rs. 25,000 /-** The EMD shall be kept valid for at least 45 days in addition to the Proposal Validity Period and would need to be extended, if so required by the KSQAAC for any extension on Proposal Validity Period.


3.1) The Bid Security shall be credited to the account of Centre for E-Governance:

- a) Through Credit Card
- b) Internet Banking
- c) National Electronic Fund Transfer
- d) Remittance over the counter of ICICI Bank

The Bidders' bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at ICICI Bank.

EMD amount will have to be submitted by the Bidder taking into account the following conditions:

- a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account until the Tender process is finalized.


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b) The entire EMD amount for a particular tender has to be paid in a single transaction.
 3.2) The EMD shall be returned to the unsuccessful Bidders within a period of eight(8) weeks from the date of announcement of the Successful Bidder. The EMD submitted by the Successful Bidder shall be released upon furnishing of the Performance Security of 5% of the total bid amount in the form and manner as stipulated in the Agreement.

3.3) The EMD shall be forfeited in the following cases:

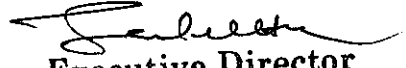
1. If the Bidder modifies or withdraws the Proposal;
2. If the Bidder withdraws the Proposal during the interval between the Proposal due date and expiration of the Proposal Validity period;
3. If the Successful Bidder fails to provide the Performance Security and to execute the agreement within the stipulated time or any extension thereof provided by the KSQAAC.
4. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;
5. If the successful Bidder fails to provide the suitable candidates within the stipulated time.
6. The letter of invitation, terms of reference and information for bidders are enumerated in this request for proposal.

Section I: Invitation for Tenders (IFT)

- 1) The Executive Director, KSQAAC., K.S.E.E.B., Malleshwaram, Bengaluru invites Tenders from eligible tenderers (on outsource basis) for the work SUPPLY OF MAN POWER SERVICES OF DIFFERENT CATEGORIES TO K.S.Q.A.A.C for the period from **01.09.2022 to 31-08-2023** renewable year on year for the next 2 years provided satisfactory performance and mutual agreement without any revision of rate of service charge and terms and conditions.
- 2) Tenderers are advised to take note of the minimum qualification criteria specified clause-3 of the instructions to qualify for the award of contract.
- 3) Tender documents may be downloaded from www.eproc.karnataka.gov.in
- 4) The tenders must be accompanied by E.M.D. which shall be paid online through e-procurement portal only.
- 5) Tenderers must electronically submit (online through internet) within the date as published in e-procurement portal. Tenders will be opened at prescribed time and date

as mentioned in e-procurement portal in the presence of the tenderers who wish to attend the O/o The Executive Director, K.S.Q.A.A.C, Malleshwaram, Bangalore.

S I. N o .	Name of work	Approx. value of work Rs.	E.M.D. (Rs.)	Cost of document Rs.	Period of Tender.
1	SUPPLY OF MAN POWER SERVICES OF DIFFERENT CATEGORIES TO K.S.Q.A.A.C. for the period from 01.09.2022 to 31-08.2023 renewable year on year for the next 2 years.	12,50,000/-	25,000/-	As per e-procurement portal	01.09.2022 to 31-08-2023


Executive Director
 Karnataka School Quality Assessment
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 KSEEB, 6th Cross, Malleshwaram
 Bangalore - 560 003.

LETTER FOR INVITATION

Sir,

**Sub: Supply of Manpower of different categories to KSQAAC on
outsource basis for a period of 1(One) Year (01.09.2022 to 31-08-
2023) renewable year on year for the next 2 years.**

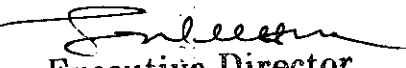
1. You are here by invited to submit Technical and Financial proposal for providing services of personnel to work as Group-D & various other posts in the K.S.Q.A.A.C. The services proposed to be obtained for a period of **1(One) Year (01.09.2022 to 31-08-2023) renewable year on year for the next 2 years** provided satisfactory performance and mutual agreement without any revision of rate of service charge and terms and conditions.
2. K.S.Q.A.A.C to procure the services of the, DEO's, & Group-D for easy and smooth flow of the work of its office. The DEO's, Group-D, will have to work at the KSQAAC on all the working days during the office hours and discharge the duties assigned to her/him by the authorized officers in the KSQAAC.
3. Proposals are invited from the firms or agencies having experience in providing man power resources such as providing the services of DEO's, Group-D, to the K.S.Q.A.A.C as per the requirements in Appendix-G of this Bid Document.
4. The request for proposal contains the following documents.
 - a. Terms of References
 - b. Technical Proposal- Standard Form
 - c. Financial Proposal - Standard Form
5. In order to obtain more information on the assignment, it is considered desirable that a representative of your firm visits the office ..of the K.S.Q.A.A.C, Malleshwaram, Bangalore before the proposal is submitted. Your representative may meet the **Executive Director, KSQAAC, KSEEB, Malleshwaram, Bengaluru.**
6. A pre-proposal conference open to all prospective Bidders will be held on **21-07-2022 at 12.00P.M.** at K.S.Q.A.A.C, Malleshwaram, Bengaluru. The Prospective agencies/ firm/ company will have an opportunity to obtain clarification regarding the scope of work, terms of reference, contract conditions and any other pertinent information.

7. Eligibility for Bidder:

7.1 The Bidder must have a Company Registered under the provisions of the Companies Act or A firm Registered in Karnataka with the Competent Authority. Minimum period of 3 Years.

7.2 The Company / firm should have been in the business for providing Man power Resource at least for the last 2 years.

7.3 The Company/firm should have previous experiences in the field of providing man power services, and should have provided the man power services to at least 06 organization during the past two years i.e., 2020-21 & 2021-22


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7.4 Company/firm should have a cumulative Turnover of Rs.5.00 lakh during the past two audited years i.e., 2020-21 & 2021-22.

7.5 Company/firm should have a certificate of legal status, Place of Registration and Principal place of business of the Firm. Renewal of registration should be produced.

7.6 Company/firm Should have register their firm as per the private Security Agencies (Regulation) Act-2005 & the Private Security Agencies (Karnataka) Rule-2008 with competent authority and registration shall be valid till the completion of the tender service.

7.7 Company/firm should have a GST Registration and have filed the returns as per the prevailing rules. Copy of latest returns filed for the year 2021 shall be uploaded in the portal.

7.8 Company/firm should have an acknowledgement of Income Tax returns filed in the last two years i.e. 2019-20 & 2020-21

7.9 Copy of pan card should be provided Company/firm should have EPF Registration and EPF returns filed in the last two financial years i.e., 2019-20 & 2020-21

7.10 Company/firm should have a ESI Registration and ESI returns filed in the last two financial years i.e. 2019-20 & 2020-21

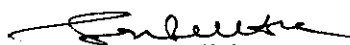
7.11 All the above said documents should be uploaded by the bidder during the time of quoting the tender.

8. The **“TECHNICAL PROPOSAL”** should include the description of the Firm/Companies and their general experience in the field of assignment, qualification and competency of the personnel proposed for the assignment. The technical proposal should also include proposed work plan methodology and approach in response to suggested terms of reference. The Bidder should be registered under the following Act.

- 1.Labour Act,
- 2.Employees EPF Act
- 3.ESI Act
- 4.Income Tax Act.
- 5.GST Act

9.1 The **“FINANCIAL PROPOSAL”** in the financial proposal the rate of tender should be in words and figures. In the Financial tender the agency should quote the Service charge in terms of percentage (%) to be calculated on the Gross emoluments to be paid, i.e., Grand total as mentioned in the Sl. No. 10 of The Appendix-G. The tenderer who quote the lowest service charge in terms of percentage (%) shall be the successful bidder. If more than one firm quote L-1 rates, the Executive Director K.S.Q.A.A.C shall have the authority to take necessary decision in finalizing a single firm after due negotiation with all those firms.

9.2 The Bidder Should submit attested copies regarding the registration of manpower under Labour act, Employees EPF act, ESI act, Income tax act, GST act, etc.


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9.3 The Bidder Should submit minimum 03 satisfactory Certificates regarding the Supply of Manpower to Government Departments and minimum 03 satisfactory Certificates regarding the Supply of Manpower to non-Government Offices for the years 2019-20 & 2020-21

9.4 All the above said documents should be uploaded by the bidder during the time of quoting the tender

9. Opening of Proposal:

The proposals containing technical proposal will be opened by the Executive Director, K.S.Q.A.A.C, KSEEB, Bengaluru or his/her authorized representative in his/her office on **03-08-2022 at 12.30 pm**, in the e-form. It may please be noted that the Financial Proposal containing the detailed price offer will be opened after completion of technical evaluation and the Process gets completed.

10.1 Please note that the Executive Director, K.S.Q.A.A.C, KSEEB, is at full liberty to reject the RFP with-Without assigning any Reason. Further as quality is the principle selection criterion, The Executive Director, K.S.Q.A.A.C, KSEEB, Bengaluru is not bound in any way to select the firm offering the lowest service charge and will have all the right to reject RFP though the firm offered the lowest service charge.

10.2. If Executive Director, K.S.Q.A.A.C, is not satisfied with services already rendered by the firms, the Executive Director, K.S.Q.A.A.C, has got all the powers to reject the RFP Submitted from such Firm, though the firm has quoted the lowest service charge.

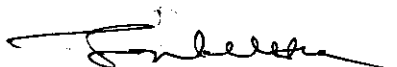
10.3 The successful Bidder will be required to furnish Performance Security in the form of DD/bank Guarantee equal to 5% of the contract value. Successful bidders are required to execute an agreement with Executive Director, K.S.Q.A.A.C,

10. Evaluation:

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals being opened. The technical proposals will be evaluated based on the documents provided by the bidder as mentioned the above.

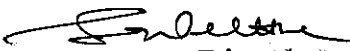
11. The K.S.Q.A.A.C will notify the names of the Firms, whose proposal did not meet the required qualification or were considered non-responsive to the letter of invitation and terms of reference, indicating that their financial proposals will be kept unopened. The K.S.Q.A.A.C will simultaneously notify the Firms/Agencies that have qualified in technical evaluation, indicating the date and time set for opening of financial proposals.

a. The financial proposal shall be opened in the electronic form only, of those Firms who are technically qualified.


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- b.
- c. The K.S.Q.A.A.C reserves the right to call any documents uploaded as a part of technical proposal for the verification and the same shall be produced. If the bidder fails to produce the same it will result in the rejection of the Bid.
12. The Executive Director. K.S.Q.A.A.C, reserves the right to modify or cancel or add any clauses or conditions under TOR or GCC at any point of time during the period of contract. The Executive Director. K.S.Q.A.A.C, decision is final in case of any dispute.
13. You are requested to hold our proposal which is valid for 90 days from the date of submission without changing the personnel proposed for the assignment and the proposed price. Executive Director. K.S.Q.A.A.C, KSSEB, Malleshwaram, Bengaluru will make best efforts to select a Bidder within this period.
14. The payment under this assignment will be subject to normal tax liability in India.
15. We would appreciate if you inform us the following by Telex/E-mail.
- Your acknowledgement of the receipt of this letter of invitation.
 - Whether or not you will be submitting a proposal.

Yours faithfully,


Executive Director
 Karnataka School Quality Assessment
 and Accreditation Council (R)
 Executive Director
 KSEEB, 6th Cross, Malleshwaram
 Bangalore - 560 003.
 KSEEB, Malleshwaram, Bengaluru

Enclosures:

- Terms of References
- General conditions of contract

General conditions of contract

1. General provisions: -

1.1 Definitions :-Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings;


- a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b) "Contract" means the contract signed by the parties, to which these general conditions of contract (GC) are attached;
- c) "Effective Date" means the date on which this contract comes into force and effect pursuant of Clause GC 2.1.
- d) "Contract Price" means the price to be paid for the performance of the services, in accordance with clause 6;
- e) "GCC" means General conditions of contract.
- f) "Government" means the Government of Karnataka
- g) "Local Currency" means Indian Rupee;
- h) "KSQAAC" means KARNATAKA SCHOOL QUALITY ASSESSMENT AND ACCREDITATION COUNCIL(Reg),.
- i) "Member" in case the Agency /Firm consists of a joint venture of more than one entity, means any of these entities, "Members" means all of these a entities; "Member in Charge" means the entity specified in the GC to act on their behalf in exercising all the Firms' rights and obligations towards the client under this contract.
- k) "Party" means the client or the Agency as the case may be, and parties means both of them;
- l) "Personnel" means persons hired by the Bidders and assigned to the performance of the services or any part hereof;
- m) "Services" means the work to be performed by the Bidders pursuant to this contract as described in Terms of Reference.

1.2 Law Governing the contract: -This contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable Law.

1.3 Language: -The contract has to be executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.4 Notes: -Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such party at the address specified in the SC.

1.5 Taxes and Duties: -The Bidders and their personnel shall pay taxes, duties, fee and other impositions as may be levied under the applicable law, the amount of which is deemed to have been included in the contract price.


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2. Commencement, Completion, Modification and Termination of contract

2.1 Effectiveness of Contract: -This contract shall come into effect on the date the contract is signed by both parties or such other latter dates as may be stated by the clients.

2.2 Commencement of Services: -The successful Bidder shall begin carrying out the services within fifteen (15) days after the date the contract becomes effective, or at such other date as may be specified by the clients.

2.3 Modification: -Modification of the terms and conditions of this contract, including any modification of the scope of the services or of the contract price, may only be made by written agreement between the parties.

2.4 Force Majeure

2.4.1 Definitions: -For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of contract:-The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of force majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, Due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other party as soon as possible about the occurrence of such an event.

2.5 Termination

2.5.1 By the Client: -The client may terminate this contract, by not less than thirty (30) days written notice of termination to the Bidders and sixty (60) days in the case of the event referred to in (b):


a) If the successful Bidder do not find a remedy for the failure in the performance of their obligations under the contract, within thirty (30) days of receipt after being notified or within such further period as the client may have subsequently approved in writing; b) If the client in its sole, discretion and for any reason whatsoever, decides to terminate this contract.


2.5.2 By the Bidder

The Bidder may terminate this contract, by not less than thirty (30) days a written notice to the client, such notice to be given after the occurrence of any of the events specified in paragraphs(a) and (b) of this clause.

a) If the client fails to pay any amount due to the bidder pursuant to this contract with in forty-five (45) days after receiving written notice from the Agency that such payment is overdue;

b) If the client is in material breach of its obligations pursuant to this contract and has not remedied the same with in forty-five(45) days or such a longer period as the Bidders may have subsequently approved in writing following the receipt by the specifying such breach;


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2.5.3 Payment upon Termination

Upon termination of this contract pursuant to clauses GC 2.5.1 or GC 2.5.2 hereof, the client shall make the following payments to the Bidders after offsetting against these payments any amount that may be due from the Bidder to the client.

- a) Remuneration pursuant to clause GC 6 hereof for services satisfactorily performed prior to the effective date of termination.
- b) Re-imbusement expenditures pursuant to clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- c) Except in the case of termination pursuant to paragraphs (a) through (b) of clause GC 2.5.1 hereof, re-imbusement of any reasonable cost incident to the prompt and orderly termination of the contract.

2.5.4 Disputes about events of termination:-If either party disputes whether an event specified in paragraphs of clause GC 2.5.1 or in clause GC 2.5.2 hereof has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to clause GC 7 hereof, and this contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Bidders

3.1 General:-The Bidders shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The Bidders shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the client, and shall at all times support and safeguard the client's interests' legit interests.

3.2 Conflict of Interests

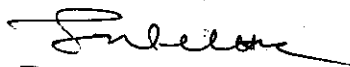
3.2.1 Bidders not to benefit from commissions, discounts, etc.

The remuneration of the Bidders pursuant to clause GC 6 hereof shall constitute the Bidders sole remuneration in connection with this contract or the services and the Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge or their obligations here under, and the Bidders shall use their best efforts to ensure that any partner as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Prohibition of conflict activities

The Bidders shall not engage, and cause their personnel as well as their partner and their personnel not to engage, either directly or indirectly, in any of the following activities.

- a) During the term of this contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this contract; and


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3.3 Confidentiality

The Bidders and their personnel or either of them shall not, either during the term or within One (1) year after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract or the client's business or operations without the prior written consent of the client.

4. Bidder's personnel and Partners

4.1 General

The Bidders shall employ and provide such qualified and experienced personnel as are required to carry out the services as per the Terms of Reference.

5. Payment

The payment to the Bidders towards providing the services of Manpower shall be paid once in a month, during the contract period based on the certificate obtained from the State Office to whom the services of Manpower services are provided. The Service charge becomes due on satisfactory completion of service every month and shall be paid during the succeeding month.

7. Payments to the Bidders:

6.1 Currency of payment: All payments shall be made in Indian Rupees.


7. Settlement of Disputes

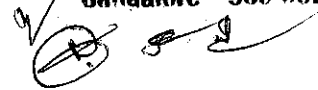
7.1 Amicable settlement: -The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the parties as to matters arising pursuant to this contract, which cannot be settled amicably within thirty(30) days after receipt by one of the party's request for such amicable settlement may be submitted by either party to arbitration mutually agreed by either parties.

If either parties fail to arrive at an agreement on the arbitration, the same may be submitted for arbitration in accordance with the existing Arbitration Laws of the country.


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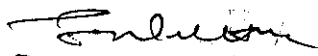


**TERMS OF REFERENCE FOR PROVIDING GROUP SERVICES TO THE
K.S.Q.A.A.C**

1. BACKGROUND: The K.S.Q.A.A.C, K.S.E.E.B, Malleshwaram, Bengaluru is a State Government Organization.

2. TERMS & CONDITIONS OF THE SERVICE:

- 1) Police verification of the selected candidates shall be done by the Agency, and verification report shall be produced as per the demand by the K.S.Q.A.A.C.
- 2) The Selected candidates would be required to be present and work in the K.S.Q.A.A.C Office on all working days and discharge their duties to the satisfaction of the officers under whom they would be allotted to work.
- 3) The candidates would be eligible for 12 days Casual Leave during a year subject to 1 day for every completed service of 1 month. However, the candidates would be required to get the prior approval and sanction of the head of the office to avail of such Casual Leaves. In case the candidate for whatever reason absents herself/himself from the duties beyond the eligible leave, such candidates should be replaced by the agency.
- 4) The GROUP D & DEO's so provided by the agency will not in any way be considered as Government Employees and will not be eligible for any benefits that are available to the Government Employees.
- 5) In case the candidate provided by the agency fails to discharge the duties assigned to her/him to the satisfaction of the concerned head of the office, the agency would be required to replace the candidate/s within 07 days from the date of intimation to this effect.
- 6) KSQAAC will not be in any way directly or vicariously liable for any injury or damage caused at work place and on work anywhere to the GROUP D SERVANTS, & DEO's provided by the agency.
- 7) The agency shall be required to pay the monthly payment to the candidates as per the minimum wages prescribed under the provisions of the acts and rules in India and Karnataka and the agency can quote their price bids keeping in view the service charges, other benefits to be passed on to the GROUP D SERVANTS, & DEO's as per applicable laws and taxes.
- 8) The agency will be solely responsible for the provision for the facilities to be provided to the candidates if any to be provided under various laws of the Constitution of India.
- 9) The payment for the GROUP D SERVANTS, DEO'S, for every completed month should be paid before 5th of succeeding month and claim the same from the K.S.Q.A.A.C, Bengaluru.


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- 10) Bill shall be processed for payment only after the producing the relevant documents pertaining to the disbursement of full payment to the Employees hired by the K.S.Q.A.A.C.
 - 11) Pending of previous months Bills by the K.S.Q.A.A.C on reasonable grounds, shall not cause the agency to hold/withheld the disbursement of payment to the employees hired by the K.S.Q.A.A.C.
 - 12) The Bidder shall credit the salary to the bank account of the respective employee, No cash transaction is permitted.
 - 13) If salary credited to the respective employees is less than, as prescribed in the Appendix-G, performance security submitted to the K.S.Q.A.A.C will be forfeited along with black listing of the firm for participating in the KSQAAC tender for a period of 3 years.
 - 14) If any injury or casualties occurs to employees on duty, Agency shall be liable to pay compensation as per the prevailing rules.
 - 15) The Bidder should provide 2 uniforms/sarees (Khaki- Peons- White to men and Blue to women without fail).
- 3. Qualification, Age and Experience:** -The Group "D", & DEO's, to State offices should have qualification & experience as follows.


Designation	Qualification and age	Experience
DEO's	Pass in PUC + candidates should have passed kannada & English typing exam conducted by K.S.Q.A.A.C, should have knowledge of both kannada & English language (Age between 18 to 40 years)	2 years
Group 'D'	Pass in 7th Std. - Age between 18 to 40 years.	-

4. Replacement:

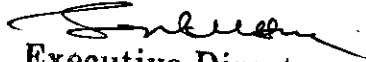
- A) Any Employee who intends to quit the service or if the service is found to be not satisfactory Company should replace the employee immediately without any delay.
- B) Unruly and arrogant behavior of the employee will not be tolerated. The employee who goes on strike will be viewed seriously and replaced immediately.

5. Payment to the Employees


1. A consolidated bill of all the Manpower will be prepared by the Firm every month and submitted to the Executive Director, of the K.S.Q.A.A.C, along with attendance certificate and relevant documents pertaining to the disbursement of full payment to the Employees hired by the K.S.Q.A.A.C. The Executive Director of the K.S.Q.A.A.C after verifications/ scrutiny of the bill will arrange payment to the Firm within reasonable time from the date of receipt of the bill.



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2. The Agency shall be required to credit the monthly payment to the bank account of the respective candidates before 5th of succeeding month as above and the Agency can quote their price bids keeping in view the service charges as applicable.
3. The Agency will be solely responsible for the provision for any facilities to the candidates under any of the laws under the Constitution of India.
4. The payment for the employees for completed month should be paid before 5th of succeeding month directly to the Bank Account of the concerned employees and necessary proof of the same should be submitted along with the bills.
5. The agency should submit a record of payment of ESI, EPF & Other Benefit provided to different category of employees. **Compulsory Follow Appendix-G for this purpose.** The net take home remuneration as specified in the pay list is mandatory to deposit the same to the employee's bank account through cheque before 5th of every month.
6. The remuneration paid to the employee along with said benefit will be paid to the Agencies on a reimbursement basis every month after receipt of the bill. The said bill will be reimbursed within 30 working days of receipt.
7. **Only specified benefit and taxes need to be deducted as per rules from the remuneration of the employee. The agency is held responsible for the same.**
8. Payment to the agency on re-imbusement basis will be made only after submission of the bills with all details of payment as well as the certification by the respective branches of the Bank.
9. Agency has to open ESI, EPF account for every employee within 2 months of appointment, failing which the tender will be cancelled. Gross remuneration has to be paid to the employees in full, till the bank accounts are opened. The K.S.Q.A.A.C will not clear any bills till this process is completed.
10. The K.S.Q.A.A.C will contribute 13% of the Employer's contribution towards EPF. The EPF total amount so deducted should be credited to the Employees EPF account along with Employees contribution which is denoted by the EPF Department.
11. ESI amount has to be credited to the employee ESI account which is given by ESI department. There should not be any deduction without ESI account. Such deductions will be treated as violation of Tender Document and rules.
12. Employee drawing less than Rs.15,000/- gross remuneration are exempted from professional tax and others who receive higher remuneration have to pay Rs.200/-. This amount has to be deducted by agency every month and should credit to the appropriate Head of account of the Govt.
13. The Employers contribution to PF and ESI is paid to the agency by the K.S.Q.A.A.C through bill, it is the duty of the agency to remit the same to respective authority and respective each employee PF and ESI account without fail. Since the K.S.Q.A.A.C is principal employer as per the Labour act, if any arrears regarding the same arises the Firm will be recommended to the government for debarring the agency from participating in any tenders.
14. The Agency shall be liable to pay GST on total value of service as calculated in the Appendix-G as per the prevailing rates. K.S.Q.A.A.C shall deduct TDS under GST as per the prevailing rate.


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15. The Tenderer is held responsible to pay up to 03 months of remuneration to each employee if the K.S.Q.A.A.C is not able to pay the remuneration in time due to technical or administrative reasons.
 16. The Agency will make all type of payment in advance like remuneration, ESI, EPF, PT, Service tax, etc., and should submit consolidated challans, vouchers, Bank Statement for the purpose of re-imburement of payments. If delayed beyond 2 months on any account will be treated as violation of tender conditions and become liable for cancellation of tender agreement.
 17. In case of deduction on account of ESI, EPF, PT, ST are made from the employee and not credited to respective account, will be liable for penal action. K.S.Q.A.A.C will reserve the right to initiate the criminal proceedings against the agency.
 18. The agency should not transfer or sub-lease the contract. This will be treated as violation of tender condition.
 19. Employee should get the payment through bank by 5th of every month and employee should be given deduction statement every month.
 20. Agency should sign contract that they will obey by every condition of the tender.
 21. It is the responsibility of the agency to provide uniforms to the staff provided and the employee who attend the office without uniform will be penalized and the penalty will be deducted in their respective remuneration.
 - 21 The employee who remains absent for duties without prior permission from the office have to be replaced immediately.
- 6. Leave facilities:** -Leave facility of One day per each calendar month is allowed to a DEO's, & Group D,


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TECHNICAL PROPOSAL - STANDARD FORM

APPENDIX - A

**Format for Letter of Proposal
(On the Letter head of the Bidder)**

Date:

To,

**Executive Director,
K.S.Q.A.A.C
1st Floor, KSEEB,
6th Cross, Malleshwaram,
Bengaluru – 560 003.**

Sir,

Ref: Providing services of Group “D”, DEOs, to the K.S.Q.A.A.C Office.

Being duly authorized to represent and act on behalf of.....here in after referred to as “the Bidder”), and the Proposal requirements and information provided, the undersigned here by submits the Proposal for the project referred above. We confirm that our Proposal is valid for a period of 90 days from(Proposal Due Date).



Yours faithfully,

.....

(Signature of the Authorized Signatory of Bidder)

.....

(Name and designation of the Authorized Signatory of Bidder)


**Executive Director
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APPENDIX –B

**Format for Power of Attorney for Signing of Proposal
(On stamp paper of appropriate value)**

POWER OF ATTORNEY

Know all men by these presents, we(Name and address of the registered office) do hereby constitute, appoint and authorize Ms./Ms.....
(Name and residential address) who is presently employed with us and holding the position of as our or attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging providing services of DEO's, & Group-D to K.S.Q.A.A.C Office of all documents and providing information/ responses to the K.S.Q.A.A.C representing us in all matters before K.S.Q.A.A.C generally dealing with K.S.Q.A.A.C in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall be deemed to have been done by us. These powers are granted by us and shall remain in force till the end and expiry of all the contract period and the fulfillment of contractual obligations and liabilities.

For

.....
.....

(Signature)

.....
.....

(Name, Title and Address)


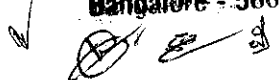
Accepted

.....

(Signature)

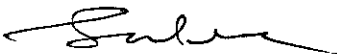

.....

(Name, Title and Address of the Attorney)


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Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same be under common seal affixed in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In the event of PA holder leaves his employment, the power of attorney should be given to the person filling his place without lapse of time.
4. The Power of Attorney should be notarized.


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APPENDIX-C**Details of Bidder: -**

1. Name
2. Address of the office(s)
3. Date of incorporation and/or commencement of business.
4. Brief description of the Bidder
5. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder;

- a. Name :
- b. Designation :
- c. Company :
- d. Address :
- e. Telephone Number: :
- f. Fax Number :
- g. Mobile Number :
- h. E-Mail Address :

Details of individual (s) who will serve as the point of contact / communication for K.S.Q.A.A.C

- a. Name :
- b. Designation :
- c. Company :
- d. Address :
- e. Telephone Number :
- f. Fax Number :
- g. Mobile Number :
- h. E-Mail Address :


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APPENDIX –D

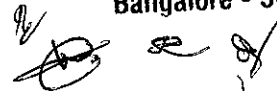
Format for Statement of Experience:

Experience Criterion No	
Name of the project	
Name, address and contact details of Client	
Scope of the project	
Scope of work of Bidder	
Date of commencement of the project	
Date of completion of the bidder's scope of work	
Total billings from project for Bidder	

The above statement shall be supported by.....

1. a certificate issued by the Client clearly stating the scope of the project, cost of the project and date of successful completion.
2. Copy of the joint venture agreement, in case the project was executed as a consortium.
3. Certificate from statutory auditor certifying date of successful completion of bidder's scope of work in the project and total billing till such date.


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APPENDIX –E

Format for Statutory Auditor Certificates

Date

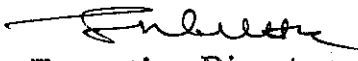
We have verified the relevant statutory and other records of
 M/s..... (Name of the Bidder) and certify that
 M/s..... appointed for the purpose of
 (Name of the project).

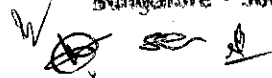
We have also scrutinized the documents made available to us for the said project
 and certify the following:

Date of the commencement of the project	Date of completion of the project	Billings for the bidder from the project (Rs. in Crore)

Signature and seal

And registration number of Statutory Auditor


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APPENDIX-F
FINANCIAL PROPOSAL (PRICE BID)

From

To

The Executive Director, KSQAAC,
K.S.E.E.B. Bengaluru-03.

Sir,

We the undersigned offer to provide the services of qualified Manpower Services in accordance with your 'Request Technical Proposal for Our financial proposal is as follows:

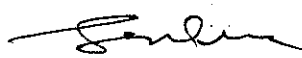
Sl No	Designation/ Qualification	Number Of Personnel	Total Emoluments to be paid as per the Appendix-G	% Service Charges on Total emoluments to be paid as per the Appendix-G
1	2	3	4	5
1	Data Entry operators cum typist Passing PUC + candidates should have passed in kannada & English language typing conducted by the K.S.E.E.Board, should have knowledge both in kannada & English.	03	87693/-	The Tenderer shall quote the Service charges in terms of percentage (%) only in the e-procurement portal.
2	Group "D" –Emp. Pass in 7 th Std	02		
		05		

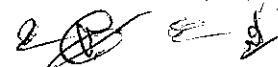
**Signature of the Authorized
Signatory.**

Name and Designation & Address

Note:

- The services proposed to be obtained for a period of **1(One) Year (01.09.2022 to 31-08-2023) renewable year on year for the next 2 years** provided satisfactory performance and mutual agreement without any revision of rate of service charge and terms and conditions.
- In case of discrepancy between amounts quoted in price proposal, the amount quoted in words is taken as final price for evaluation.


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APPENDIX-G

Remuneration Components for Outsourcing staff with all contributions and deductions

Table-1

SL NO.	Details	DEO's	Group 'D'
1	Basic wages	13365	11011
2	VDA (variable)	2631	2631.6
	Total-A	15996	13642.6

Deduction Employee Contribution


3	EPF 12%	1919.52	1637.112
4	ESI 0.75% (Gross Pay)	119.97	102.3195
5	Professional Tax	200	-
	Total Deduction	2039.49	1739.4315
	Take home Remuneration	13956.51	11903.1685

Employers Share Contribution

6	EPF 13.25%	2119.47	1807.6445
7	ESI 3.25%	519.87	443.3845
	Total-B	2639.34	2251.029
	Total-A+B	18635.34	15893.629

Sl. No.	Type of Labour	Approximate Quantity	Gross emolument per each Labour	Total Emolument (per month)
8	DEO's	3	18635	55905
9	Group 'D'	2	15894	31788
10	Grand Total	5	34529	87693

Calculation of Approximate total Contract value. VDA rates will change as per Govt. orders. ESI And EPF % may vary as per govt orders.


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Calculation of Approximate total Contract value

% of Service Charges on Grand Total	
Taxable value of Service (Grand Total + Service Charges on Grand Total)	
GST @18% on Taxable value of Service*	
Contract Value per Month	

Terms and Conditions.


1. The Tenderer shall quote the Service charges in terms of percentage (%) only, to be calculate on the Grand Total as mentioned above.
2. The services proposed to be obtained for a period of **1 (One) Year (01.09.2022 to 31-08-2023) renewable year on year for the next 2 years** provided satisfactory performance and mutual agreement without any revision of rate of service charge and terms and conditions.
3. Whenever there is a revision in the minimum wages, automatically, total emolument will be increased and the service charge will increase but no change in rate of service charge.
4. ***The K.S.Q.A.A.C is under the process of seeking exemption from the GST from the Competent Authority, after obtaining the exemption, the Service Provider shall raise the Invoice accordingly.**
5. TDS shall be deducted under GST act as per the prevailing rules.
6. TDS shall be deducted under the Income-tax Act as per the prevailing rules.
7. The Basic Wages, Dearness allowance, deductions and contributions mentioned above are subject to modifications as per the orders issued by the respective Competent Authorities.

Signature of the Authorized

Signatory.

Name and Designation & Address

Note: In case of discrepancy between amounts quoted in price proposal, the amount quoted in words is taken as price for Evaluation.


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