

**KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE**  
COE BUILDING, Kaushalya Bhavan Campus, Banneurugatta Road  
Bangalore– 560029, PH: 080 – 26642526 Website: www.kgtti.com/bengaluru

No. KGTTI-BNG/DIR/TEND/2018-19/43

Date: 02/11/2018

**SECTION-1: INVITATION FOR TENDERS (IFT)**

1. KGTTI Bengaluru as per Karnataka Transparency in Public Procurement Act, 1999 invites tenders for Providing Manpower Services to KGTTI Bengaluru having Institute at Koushalya bhavan campus and Peenya, for a period of one year from the date of issue of work order.
2. Tender documents may be collected from KGTTI, Bengaluru. Only interested tenderer who wish to participate should remit tender document fee of Rs.500/- along with tender. The transaction fee is non-refundable.
3. Tender must be submitted within the date and time published in Newspaper. Tenders will be opened at the prescribed time and date in the presence of Tenderers who wish to attend, at the office of the Director, KGTTI , Bengaluru.
4. Other details can be seen in the tender documents.

<i>Sl. No</i>	<i>Name of the work</i>	<i>Designation / post</i>	<i>No.</i>	<i>EMD (in Rs.)</i>
1	Man Power Services (Security Guard/ Driver / Office Attendant/ Housekeeping)	Security Guard	3	Rs. 40,000/-
		House Keeping	2	
		Driver	1	
		Office Attendant	1	

\*Minimum wages category as per Shops and Establishment

\*if any additional manpower is required at later stage, the agency is liable to supply manpower on the same terms and conditions.

DIRECTOR  
KGTTI , BENGALURU.

TENDER REFERENCE : **KGTTI-BNG/DIR/TEND/2018-19/43**

AVAILABILITY OF TENDER DOCUMENT : From: 02/11/2018 to 16/11/2018  
(to be collected from KGTTI, Dairy Circle, Bengaluru)

LAST DATE FOR AVAILABILITY OF TENDER DOCUMENT : 16/11/2018 up to 17.00 hrs.

LAST DATE & TIME FOR SUBMISSION OF TENDERS : 17/11/2018 up to 17.00 hrs.

DATE & TIME OF OPENING OF TENDERS : 19/11/2018 at 10.30 hrs.

PLACE OF OPENING OF TENDERS : KGTTI , Bengaluru.

ADDRESS FOR COMMUNICATION : **KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE**

COE BUILDING, Kaushalya Bhavan Campus,  
Bannerugatta Road, Bengaluru- 560029, PH: 080 –  
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**SECTION 2 : INSTRUCTIONS TO TENDERERS (ITT)**

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## **A. General**

### **1. Scope of Tender :**

KGTTI Bengaluru as per Karnataka Transparency in Public Procurement Act, 1999 invites tenders for Providing Manpower Services to KGTTI for a period of one year from the reputed Outsourcing Agency.

**The Employer is the party who will employ the Agency / Contractor to carry out the services.**

### **2. Eligible Tenderers**

Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. Of Karnataka.

### **3. Conditions to be fulfilled by the Tenderer / Technical Bid :**

Tenderers should fulfil the following conditions at the time of submitting the tender documents itself. (Attested copy of Documentary proof to be submitted along with the tender).

- i) The tenderer should have registered with ESI, PF & Labour authorities and also should have PAN with Income Tax Dept.
- ii) The tenderer should be running a registered Manpower service agency from the past 5 years;
- iii) The tenderer shall give at least 5 (Five) references of experience certificate / work done certificate for work order from Central / State Government departments or public sectors / Reputed organizations;
- iv) The tenderer should submit Audit Report for the last 3 years;
- v) Copy of the license issued under Contract Labour Act 1970 issued by the Asst. Commissioner, Labour Dept.,

## **B. Tender documents**

### **4. Content of Tender documents**

- a. *The set of tender documents shall have all the Sections given in Page 3:*

5. Amendment of Tender documents

- a. *Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.*
- b. *The amendment shall be notified in website only and amendments will be binding on tenderers.*
- c. *To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with **Sub-Clause 12(b)** below.*

C. Preparation of Tenders

6. **Documents comprising the Tender**

The tender submitted by the Tenderer shall comprise the following:

- (a) Invitation of Tenders –Section 1
- (b) Instructions to Tenderers-Section 2
- (c) *Other Conditions*
- (d) *Financial Bid*

7. (A) **Tender prices / Financial Bid**

- a. The Tenderer shall quote the rate for the Manpower Service in the Financial bid (Annexure) to the tender attached. If the bidder shall not quote the rate in the prescribed format, the bid shall be rejected. The rate (Basic & DA) should be as per the minimum wages of Labour Dept., Govt. of Karnataka.
- b. Service charges are compulsory and shall be quoted in percentage of whole numbers not in decimals;
- c. Service charges should be quoted for Gross Pay in Financial Bid –Annexure (exclude PF & ESI).

(B) **Other Conditions :**

- a) The employees share of PF & ESI contributions will be borne by KGTTI and remittance shall be made by the successful tenderer to the concerned authorities every month without fail and submit the challans to KGTTI ;
- b) The rates quoted for the supply of security shall be fixed for the duration of the contract and shall not be subject to change at any cost;
- c) If manpower services is required outside Bangalore, the agency should provide the same to the required place;
- d) The tenderer shall quote the service charge, in terms of percentage;
- e) Zero service charge quoted bidder shall not be considered for supply of manpower;

- f) KGTTI will pay the service charges to the contractor monthly after production of relevant documents of payment made to PF & ESI authorities (documents must include employees names);
- g) TDS shall be made in the bills of successful tenderer.
- h) The tenderer shall comply to all the conditions prescribed under Tender documents;
- i) The services provided by the Manpower agency required only for temporary period and would depend on the work exigencies and the project period;
- j) The undersigned reserves the right to select from the candidates proposed by the successful tenderer and also the right to ask for replacement at any time;
- k) The replacement shall be given within 48 hours and for delay of each day, a penalty of Rs.100/- will be levied for each employee;
- l) The successful tenderer shall propose candidates in the ratio of 3 candidates to each one required;
- m) The service tax shall be paid by KGTTI to the authority by successful bidder and shall produce challans as and when required.

## **8. Tender validity**

- a. *Tenders shall remain valid for a period not less than 90 (ninety) days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.*
- b. *In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.*

## **9. Earnest money deposit**

- 9.1 Tenderer must deposit Earnest Money Deposit (EMD) of **Rs.40,000/- (Rupees Forty thousand only)**. A tender not secured as above shall be rejected by KGTTI as non-responsive. The deposit towards EMD as above shall not carry any interest.

9.2 **Payment modes for Earnest Money Deposit (EMD)** : The Agency/Tenderer should pay the Earnest Money Deposit (EMD) & Tender Fee in the name of "Director KGTTI" in the form of Demand Draft (DD):

9.3 The earnest money deposit of unsuccessful tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8(a).

9.4 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.5 The earnest money deposit may be forfeited:

- (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
- (b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
  - 1. sign the Agreement; or
  - 2. furnish the required Security deposit

## **10. Format and signing of Tender**

- a. The Tenderer shall submit tender before the last date. In Two separate cover  
1) Technical Bid 2) Financial Bid
- b. The documentary evidence established in accordance with Clause 3 that the tenderer will be eligible to tender and is qualified to perform the contract if the tender is accepted.
- c. Tender Form/s and Financial Bid schedule completed as per Annexure .
- d. EMD furnished in accordance with clause (9) and in the required format.

### **D. Submission of Tenders**

## **11. Sealing and marking of tenders**

- a. *The Tenderer shall submit the tender electronically before the last date.*

**12. Deadline for submission of the Tenders**

- a. *Tenders must be downloaded by the Employer from the website [www.kgtti.com/bengaluru](http://www.kgtti.com/bengaluru). In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders can be up to the appointed time on the next working day.*
- b. *The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.*

**13. Late Tenders**

- a. Not acceptable after the mentioned time/date.

**14. Modification and Withdrawal of Tenders**

- a. Tenderers may modify correct and submit any relevant documents till tender date and time as published;

## E. Tender opening and evaluation

**15. Tender opening**

- a. The Employer will open all the Tenders received through postal/by hand in the presence of the Tenderers or their representatives who choose to attend on the date and place specified. In the event of the specified date of Tender opening being declared a holiday for the office, the Tenders will be opened at the appointed time and location on the next working day.
- b. The Tenderers' names, the Tender prices, the total amount of each Tender, the presence or absence of EMD, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.

**16. Process to be confidential**

- a. Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has



been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of the Tender.

### **17. Clarification of Tenders**

A Tenderer requiring any clarification on the Tender document shall notify KGTTI in writing. The KGTTI shall respond in writing to any request for the clarification of tender document which it receives not later than 15 (Fifteen) days prior to the date of Tender opening.

### **18. Examination of Tenders and determination of responsiveness**

- a. *Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 3(b) is substantially responsive to the requirements of the Tender documents.*
- b. *If a Tender is not substantially responsive, it will be rejected by the Employer.*

### **19. Correction of errors**

*Tenderer can modify before submitting the tender.*

## **F. Award of Contract**

### **20. Award Criteria**

20.1 Subject to Clause 22, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

### **21. Employer's right to accept any Tender and to reject any or all Tenders**

- a. Notwithstanding Clause 20, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

## **22. Notification of award and signing of Agreement**

- a. The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter.
- b. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 23.
- c. The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award. Within 7 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.
- d. Upon furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

## **23. Security deposit**

- a. Within 20 days of receipt of the award letter, the successful Tenderer shall deliver to the Employer a Security deposit in the form of Bank Guarantee issued by Nationalised / Scheduled Bank for an amount **equal to 5% of the contract price**. This guarantee shall be valid until 30 days from the date of completion of the Contract Period ;
- b. Failure of the successful Tenderer to comply with the requirements of Sub-Clause 23(a) shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

## **24. Corrupt or Fraudulent practices**

*The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :*

- (a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;*
- (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a KGMSDC contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.*

## FINANCIAL BID

STATEMENT SHOWING THE QUALIFICATION AND RATES FOR PROVIDING PER MANPOWER SERVICE TO KGTTI

(Amount in Rs.)

SL. No.	Description of the post	Approved amount for each cadre (per month for each person)	Basic	D.A.	Conveyance	Gross	P.F.	E.S.I.	Service charges	Total (per month per person)
A	B	C	D	E	F	G	H	I	J	K
1.	Security Guard									
2.	Driver									
3.	Office Attendant (Semi skilled class of Employment)									
4.	House Keeping (unskilled class of Employment)									

**Note : Minimum wages category as per Shops and Establishment and excludes the service tax. The Service Tax will be paid separately by KGTTI. Service Tax should quoted on Gross pay only.**

**DIRECTOR**

**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

To: \_\_\_\_\_[name of Employer]  
\_\_\_\_\_ [address of Employer]

WHEREAS \_\_\_\_\_[name and address of Agency / Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_[name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. \_\_\_\_\_[amount of guarantee] <sup>29</sup> Rupees \_\_\_\_\_[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_[amount of guarantee]<sup>30</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of completion of the Contract Period.

Signature and seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_