# Office of The City Civil Court, Bengaluru 080 2293 9220



Date: 28.01.2025

CCC.ADM.II. 09/2025/(Manpower Outsource-FTSC1234)

## e-Tender Brief Notification

This Office invites e-Bidding Request For Proposals (Quotations) from Service providers who are interested to supply the Manpower through Outsource to the Office of the Courts of FTSC I, FTSC II, FTSC III and FTSC IV—City Civil & Sessions Courts(Special Courts for trial of rape cases along with POCSO Act cases) of the City Civil Court and its units from eligible and interested Firms/Agencies/Operators, through e-procurement portal (<a href="https://kppp.karnataka.gov.in/#/portal/Auctions/live">https://kppp.karnataka.gov.in/#/portal/Auctions/live</a>), for a period of 3 years, renewable each year, from the date of commencement and extendable beyond, until the onboarding of next subsequent tenderer, the details of the numbers of manpower of different cadres required, are as appended:

	<u> </u>		
Item Code	Cadres	No.s	Total
	Typists	8	
A.II.09/Manpower/FTSC1234	Attender	4	16
	Peon	4	

Sl. No.	Item	Details	
1	Tender Number	ADM.II. 09/2025/(Manpower Outsource-FTSC1234) Dated: 28.01.2025	
2	Tender Number (as issued by KPPP)		
3	Tender Name/Services sought for:	Manpower Services through Outsource to the Office of the Courts of FTSC I, FTSC II, FTSC III and FTSC IV –City Civil & Sessions Courts of the City Civil Court and its units.	
4	Procuring Entity	City Civil Court, Bengaluru	
5	Validity of the Tender- Contract	<b>3 years</b> , renewable each year, subject to the satisfactor quality/performance or until discontinuation of the said Courts by the Hon'ble Government of Karnataka	
6	Estimated Approximate Total Tender Cost	₹46,57,248/- per annum (Approx. Estimation based on calculations of present Basic pay, VDA and Service charges as per )	
7	EMD Amount	₹ 93,144/-	
8	Billing model	<b>Billing</b> after completion of each calendar month, subject to the satisfactory performance.	
9	Closing Date & Time for submission of Tender proposal	12/02/2025 at 4.00 p.m.	
10	Tender Opening Date & Time	Technical: 13/02/2025 at 12.01 p.m. Financial: Upon approval of Technical Bid	
11	Office Contact Number & e-mail ID	080 2293 9220 cccadm2@gmail.com	
12	Pre-bid Meeting	04/02/2025 at 3.30 p.m.,	

-subject to the terms and conditions as stipulated in the Full e-Tender Notification of the even reference no., the Eligible and Interested vendors (having business in Bengaluru City Only), in acceptance to the above stated details, terms and conditions may submit their e-Bidding Proposals (Quotations), through e-procurement portal ( https://kppp.karnataka.gov.in/#/portal/Auctions/live ).

Sd/-Registrar, City Civil Court, Bengaluru. F. No. ADM II 09/2025 (Manpower Outsource) cccadm2@gmail.com

# Office of The City Civil Court, Bengaluru 080 2293 9220



CCC.ADM.II. 09/2025/(Manpower Outsource-FTSC1234)

Date: 28.01.2025

## e-Tender Notification

Inviting Proposals (Quotations) for providing 16 No.s Manpower Sub: Services through Outsource to the City Civil Court and it's Units of Bengaluru City.

- Ref: 1. This Office Note F.No. ADM.II. 09/2025/(Manpower Outsource) and Orders of Principal City Civil & Sessions Judge, Bengaluru City, Dated: 22/01/2025.
  - 2. Letters No. DJA-II(LCA-II) 550/2019 dated 21.12.2021, 21.01.2022 and 26.05.2022 by the Hon'ble High Court of Karnataka, Bengaluru.
  - 3. Order No. LAW 99 LAC 2019 dated 27.02.2020 of the Under Secretary to the Government of Karnataka.
  - 4. Circular of the Hon'ble Government of Karnataka, Finance Department ಸಂ:ಆಥ 951 ವರ್ಷ-12/2024 (FD951EXP-12-2024)-Dtd-16.01.2025
  - 5. Circular No. ಸಿಅಸುಇ 06 ಸೆನೆನಿ 2024 dated 20.05.2024 of the Secretariat, Vidhana Soudha, Karnataka State Government.

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This Office invites e-Bidding Request For Proposals (Quotations) from Service providers who are interested to supply the Manpower through Outsource to the Office of the Courts of FTSC I, FTSC II, FTSC III and FTSC IV -City Civil & Sessions Courts(Special Courts for trial of rape cases along with POCSO Act cases) of the City Civil Court and its units from eligible and interested Firms/Agencies/Operators, through e-procurement portal (https://kppp.karnataka.gov.in/#/portal/Auctions/live), for a period of 3 years, renewable each year, from the date of commencement and extendable beyond, until the onboarding of next subsequent tenderer, the details of the numbers of manpower of different cadres required, are as appended:



Item Code			
	Cadres	No.s	Total
A.II.09/Manpower/FTSC1234	Typists	8	
	- Taci	4	16
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SI.		4
No.	Item	Details
1	Tender Number	ADM.II. 09/2025/(Manpower Outsource-
2	Tender Number (as issued by KPPP)	FTSC1234) Dated: 28.01.2025
3	Tender Name/Services sought for:	the Office of the Courts of FTSC I, FTSC II, FTSC III and FTSC IV -City Civil & Sessions
4	Procuring Entity	Court and its units
5	Validity of the Tender- Contract	3 years, renewable each year, subject to the satisfactory quality/performance or until discontinuation of the said Courts by the
6	Estimated Approximate Total Tender Cost	₹46,57,248/- per annum (Approx. Estimation based on calculations of present
7	EMD Amount	Dasic pay, VDA and Service charges as per )
8	Billing model	₹ 93,144/- Billing after completion of each calendar month, subject to the satisfactory performance.
9	Closing Date & Time for submission of Tender proposal	12/02/2025 at 4.00 p.m.
		Technical: 13/02/2025 at 12.01 p.m.
11		Financial: Upon approval of Technical Bid 080 2293 9220 cccadm2@gmail.com
2	Pre-bid Meeting	04/02/2025 at 3.30 p.m.,

The stipulated procedure, terms & conditions are hereunder:-



- 1. This invitation to bid is for Request for Proposal for Providing Manpower Services through Outsource to the Office of the Courts of FTSC I, FTSC II, FTSC III and FTSC IV –City Civil & Sessions Courts of the City Civil Court and its units. The successful bidder will be engaged for providing manpower through Outsource to the Offices of the Courts of FTSC I, FTSC II, FTSC III and FTSC IV –City Civil & Sessions Courts of the City Civil Court and its units for the indicative list of job as above.
- 2. The agreement will be initially for a period of one year from date of signing of the contract which may be extended for a period of two more years on year to year basis on same rates, terms and conditions. The Hon'ble Principal City Civil & Sessions Judge, Bengaluru City may extend the period of contract for a further period till completion of the process of on boarding new vendor after expiry of the period of contract.
- 3. Bidders are advised to study the Bid document carefully. Online submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in this Bid Document should be submitted online only through KPP portal https://kppp.karnataka.gov.in/#/portal/portalhome not later than the date, time and address laid down in this Tender document. 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 certificates signature are available on the website: https://kppp.karnataka.gov.in
- 4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Manual bids shall not be accepted.
- 5. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with

one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender/bid for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

- 6. Tenderer who has downloaded the tender from the Bengaluru City District Judiciary website https://bengaluru.dcourts.gov.in/ and Karnataka Public Procurement Portal (KPPP) website https://kppp.karnataka.gov.in/#/portal/portal-home, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer will be liable to be banned from doing business with the City Civil Court, Bengaluru.
- 7. Intending bidders are advised to check Bengaluru City District Judiciary website https://bengaluru.dcourts.gov.in/ tender section and KPPP website https://kppp.karnataka.gov.in/#/portal/portal-home at least three days prior to closing date of submission of tender for any corrigendum / addendum/ amendment on this RFP. Bids will be opened as per date/time as mentioned in this Tender document. After online opening of Technical-Bid, the technically qualified bids, Price-bids will be opened.
- 8. All Bids must be accompanied by Bid Security or Bid Securing Declaration. The Pre-Qualification criteria for the bidders should be fulfilled for consideration of the bid. The Bid Document is confidential and not transferable.
- 9. The Bidders shall submit an **EMD** (Earnest Money Deposit)/Bid Security of amount of ₹93,144/- (INR Ninety Three Thousand One Hundred and Forty Four only), in the KPP Portal online payment only before the last date and time of bid submission. EMD in any other form will not be accepted.
- 10. There shall be no bid document/tender fee. The disputes related to return and refund of EMD may be addressed with the Centre for e-Governance department. It is the duty of the Successful Bidder, to

furnish the Performance Bank Guarantee (PBG) in a nationalized Bank and execution of Service Level Agreement (SLA), upon successful awarding of Tender. Further, it is the duty of the L1 Bidder to furnish and renew the Service Level Agreement on appropriate value of stamp paper at regular intervals, wherever applicable, at their own cost. The liability of failure in furnishing and renewal of such documents is entirely on the L1 Bidder only. Repercussions of any Cause of Action arising out of such failure in renewing the Agreement is to be borne by the Service Provider only. The City Civil Court, Bengaluru, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

- 11. The timeline of this Tender is appended in this notification document itself and the bidder shall adhere to it. Bidder should log into the website well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 12. The tender shall be submitted online (complete in all respect) must upload the Signed and Scanned copy of all the required documents on https://kppp.karnataka.gov.in/#/portal/portal-home and bidder must follow the procedure as detailed in the Tender document.
- 13. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading. All the files mentioned should be in .PDF format.
- 14. The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter. No Bidder shall contact the Office of The City Civil Court, Bengaluru, on any matter

relating to its Bid, from the time of the Bid opening to the time the Contract is awarded. Any effort by a Bidder to influence the Office of The City Civil Court, Bengaluru and Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

- 15. The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the detailed study of the facilities in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.
- 16. Prices quoted must be full and final and shall not be subject to any upward modifications, on any account whatsoever throughout the contract. The Bid Prices shall be indicated in Indian Rupees (INR) only. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should separately mention all other charges as may be applicable in relation to the activities proposed to be carried out. The cost of all activities and statutory liabilities other than taxes and duties incidental to discharge of responsibilities under this RFP shall be covered under service charges and the bidder shall quote its prices accordingly. All such extra costs and charges shall be made public in the pre-bid meeting, so that, equal grounds are created for all the interested bidders. Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.
- 17. Bid must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized by the tenderer to submit the bid with their signatures. A Power of Attorney or board resolution must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company.
- 18. Un-signed, un-stamped and without certificate for authorized person, bid shall not be accepted. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by

the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. All pages of the bid being submitted must be legible, signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading. Ambiguous bids will be rejected outright.

- 19. The Bidder shall designate the official mailing address, place, and email to which all correspondence shall be sent by the Office of The City Civil Court, Bengaluru.
- 20. The evaluation will be done in two phases i.e., Technical and Commercial evaluation, by the Tender Inviting & Accepting Authority setup by the Office of The City Civil Court, Bengaluru. Any time during the process of evaluation the Office of The City Civil Court, Bengaluru, may seek specific clarifications from any or all Bidders on the recommendation of Tender Inviting & Accepting Authority.
- 21. The Tender Inviting & Accepting Authority shall first evaluate the Technical Proposal as per the Technical Qualification Criteria mentioned below. The Technical proposal shall be evaluated based on the information provided and the supporting documents. Bidders bid failing to either meet any of the technical qualification criteria or not furnishing the requisite supporting documents/documentary evidence will be liable to be rejected.

S1.	Parameter	Technical Qualification Evidence required
No.		Criteria
1	Legal Entity/	a) Bidder should be a a) Self-attested copy of
	Registration	registered legal entity having Certificate of Incorporation
		continuously been in or Registration as the case
		operation in India for at least may be. Copy of audited
		five years as on 01.01.2025.   accounts or income tax
		b) Bidder should have its own return/ acknowledgement
		GST Registration No. and PAN for last three years.
		Number. b) Self-attested copies of
		c) The Agency must be valid GST Registration
		registered/ have license under

		Contract Labour (Regulation & Abolition) Act, 1970. d) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts	Number c) Self-attested copies of the certificate mentioning Registration and License Number d) Self-attested copies of the registration with EPF and ESIC
2	Experience	The Bidder should have a minimum of five years experience ending on 01.01.2025 in supplying of manpower to Government Departments; Statutory/Autonomous Bodies; Public Sector Undertakings, Banks and Financial Institutions, Information Technology company or any other entity. If there is no prior experience certificate is available, then the same shall be replaced with an exemption and condonation self-declaration certificate.	or contract relating to Manpower Services or proof of completion of work. If such experience certificate is not available, then furnish the exemption and condonation self-declaration
3	Single Entity	Bidder should be a Single Entity and not a consortium	Certificate / Declaration from the Authorized Signatory
4	Blacklisting	The bidder should not have been banned from carrying out business either with the any department under Karnataka Government, State Government, Central Government or the Ministry of Electronics & IT, Govt. of India	Certificate / Declaration from the Authorized Signatory

or the HIGH COURT OF KARNATAKA at the time of the submission of the bid. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.

## Important Note:

- a) The Office of The City Civil Court, Bengaluru City, may seek clarification/original documentary evidence on any of the submitted documents at any point during the evaluation. Bidders may have to submit supporting documents if required during the evaluation.
- b) The Office of The City Civil Court, Bengaluru City, may independently verify the claims made by the bidder in the technical bid, if required.
- c) The Office of The City Civil Court, Bengaluru City, reserves the right to reject any Technical Proposal in case the bidder fails to satisfy any of the condition mentioned in the Technical Criteria during the evaluation.
- 22. The Commercial Bids of only those bidders who are technically qualified shall be opened in KPP Portal on the date and time mentioned by The Office of The City Civil Court, Bengaluru City. The Commercial Bids shall be evaluated by the Purchaser for completeness and accuracy.

Arithmetical errors will be rectified on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- If there is discrepancy between words and figures, the amount in words shall prevail.

Commercial evaluation exclusion criterion:

- Conditional bids shall NOT be accepted and shall be rejected.
- The bids, found lacking in strict compliance to the commercial bid format shall be rejected.
- Evaluation of the bid will be online and offline both.

- 23. The "Commercial Quotes" submitted by technically qualified bidders will be opened in e-procurement software. Bidders shall quote price i.e., Grand Total, inclusive of all applicable taxes, service charges and all other expenses. This price shall be quoted by the bidders directly in KPP Portal. No communication regarding the commercial bids shall be made to the Tendering authorities or any officials involved in the Tendering procedure. In case more than one lowest qualifying commercial bids are available, the work will be equitably divided between such bidders to the extent possible. The decision of The Hon'ble Principal City Civil & Sessions Judge, Bengaluru City, in this regard shall be final.
- 24. While submitting the Commercial Bid, the bidder shall ensure the following:
  - The Commercial Bid shall take into account all expenses including the applicable GST.
  - Costs shall be expressed in absolute terms in rupees up to two decimal points and not in percentage.
  - The service charge quoted by the bidder shall include all the costs associated with the assignment. In addition to the service charge, The Office of The City Civil Court, Bengaluru City, shall reimburse the remunerations of manpower as per the terms and conditions prescribed under the RFP, the minimum employer's contribution towards PF and ESI in respect of manpower eligible under the provisions of the Scheme, who are eligible for such payment and essentially required to be paid under the provisions of the contract and respective law. All other costs, including those required for fulfillment of scope of work of the contract and required to discharge the liabilities under various labour legislations are to be built within the quotation for service charge.

The total service charge indicated in the Commercial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Commercial Proposal, it shall be considered nonresponsive and liable to be rejected.

- 25. The Office of The City Civil Court, Bengaluru City, may at any time during the period of Engagement, by a written order given to the Bidder, make changes within the general scope of the Engagement.
- 26. The Office of The City Civil Court, Bengaluru City, reserves the right to accept any bid and to annul the Bid process and reject all bids at any time prior to Engagement of agencies, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for having taken the said action.
- 27. The Office of The City Civil Court, Bengaluru City, will notify through Notification of award (NOA) the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 7 days of receipt of this NOA, the bidder has to render his acceptance of notification of this award. The notification of award will constitute the acceptance of the Terms and Conditions as mentioned in the NOA. Upon the successful Bidder's furnishing of performance security,
- 28. The Office of The City Civil Court, Bengaluru City, will initiate the refund/return of the EMD/Bid Securing Declaration.
- 29. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and The Office of The City Civil Court, Bengaluru City, shall be written in the English or Kannada language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 30. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on its performance and / or the cost. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the Engagement as described in the bid documents.

The Office of The City Civil Court, Bengaluru City shall not entertain any request for clarification from the Bidder regarding such local condition. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the Engagement contract awarded under the bidding documents will be entertained by The Office of The City Civil Court, Bengaluru City and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by The Office of The City Civil Court, Bengaluru City on account of failure of the Bidder to appraise themselves of local laws/condition.

- 31. The Office of The City Civil Court, Bengaluru City will determine to its satisfaction whether the Bidder selected as having submitted the best responsive bid is qualified to satisfactorily perform the scope of work. This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as per document sought in the bid document as well as such other information as The Office of The City Civil Court, Bengaluru City deems necessary and appropriate. An affirmative determination will be a prerequisite for the Engagement of the Bidder. A negative determination will result in rejection of the Bidder's bid, in which case, The Office of The City Civil Court, Bengaluru City will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 32. At any time prior to the last date and time for receipt of bids, The Office of The City Civil Court, Bengaluru City, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment. The amendment will be notified by The Office of The City Civil Court, Bengaluru City and binding on all bidders. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, The Office of The City Civil Court,

Bengaluru City, may, at its discretion, extend the last date for the receipt of Bids.

- 33. It is required that Bidders participating in the Engagement adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Purchaser:
  - a) defines, for the purpose of this paragraph, the terms set forth below as follows:
    - "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in scope of work execution;
    - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of scope of work;
    - iii. "collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the Purchaser, designed to establish prices at artificial, noncompetitive levels;
    - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a scope of work;
  - b) will reject a proposal for award, if it determines that the Bidder recommended for Engagement has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Engagement in question;
- 34. A prospective Bidder requiring any clarification of the Bid Document may notify The Office of The City Civil Court, Bengaluru City in writing and/or to the e-mail address cccadm2@gmail.com. The queries shall follow the format as follows:

S1.	Section	Clause	Page	Existing provision in	Clarification
No.	No	No	number	the clause	Sought

The Office of The City Civil Court, Bengaluru City will respond, to request for clarifications of the Bid Document, received not later than the date prescribed by The Office of The City Civil Court, Bengaluru City. The Office of The City Civil Court, Bengaluru City will respond to the clarifications without identifying the name of the bidder to ensure fair bid process. Alternatively, such queries may also be answered through Telephone call by the Office of City Civil Court, Bengaluru, to ensure effective and speedier communication, specially if numbers of such queries are too high to be cleared off in time.

- 35. Information relating to evaluation of Proposals, recommendations concerning Engagement shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the letter of Engagement. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.
- 36. This Bid Document submitted by respective bidder is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner. Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose.
- 37. Job descriptions mentioned in the RFP are of generic nature and prescribe broad qualification and experience. Specific and detailed requirements will be provided to the selected bidder.

#### a. Typist

## Roles & Responsibilities

- i. Typing and Data Entry work at Live Open Court or branches.
- ii. To feed data into Software Applications with regard to day to day proceedings.
- iii. To perform all duties as discharged by the Typists appointed on regular basis through direct recruitment.

iv. Such other support duties assigned by The Office of The City Civil Court, Bengaluru City, from time to time.

## Qualification & Experience

- i. The Candidate must have completed and holding a Certificate of Passing the PUC, 12th or equivalent Education as prescribed and recognized by the Government of Karnataka.
- ii. The Candidate must have completed and holding a Certificate of Passing the Junior and Senior Level of Typing in both Kannada and English Languages or equivalent Education as prescribed and recognized by the Government of Karnataka, subject to the acceptance of The Office of The City Civil Court, Bengaluru City.
- iii. Age Limit: Minimum 18 years and not exceeding 60 years on the date of joining. The employee shall be discharged from services in the prior month of attaining the age of 60.
- iv. Prior Government Appointment: It is the responsibility of the Outsourcing agency and the Officials to furnish a declaration with respect to any prior direct appointment and service with Government and statutory bodies.
- v. The candidates shall have no Criminal antecedents whatsoever and shall declare to the controlling and supervising Officer in case of conflict of interest during discharge of their services.

#### b. Peons/Attenders

## Roles & Responsibilities

- i. Cleaning and maintenance of Open Court or branches.
- ii. To assist the Presiding Officers or the Branch supervisors in executing their work.
- iii. To perform all the duties as discharged by the Peons/Attenders appointed on regular basis through direct recruitment.
- iv. Such other support duties assigned by The Office of The City Civil Court, Bengaluru City, from time to time.

# Qualification & Experience

- i. The Candidate must have completed and holding a Certificate of Passing the 10<sup>th</sup>, SSLC, Matriculation or equivalent Education as prescribed and recognized by the Government of Karnataka
- ii. Age Limit: Minimum 18 years and not exceeding 60 years on the date of joining. The employee shall be discharged from services in the prior month of attaining the age of 60.

- iii. Prior Government Appointment: It is the responsibility of the Outsourcing agency and the Officials to furnish a declaration with respect to any prior direct appointment and service with Government and statutory bodies.
- iv. The candidates shall have no Criminal antecedents whatsoever and shall declare to the controlling and supervising Officer in case of conflict of interest during discharge of their services.
- 38. The minimum rate of remunerations to be paid on monthly basis to each of the personnel which is mandatorily required to be paid by the Agency is indicated below, as per the Notification No. KAE 106 LWA 2021, dated 28-07-2022 Published in Gazette Dated: 03-08-2022 Minimum Wages with effect from 28.07.2022, Sl. No.77 Employment in Urban Local Bodies (ULBs), and Panchayath Raj Institutions (PRIs), of BBMP Zone, valid for 01-04-2024 to 31-03-2025:

1	2	3	4	5	6	7	8
S1 N o.	Type of resourc	Monthly Remunerati on in ₹	Employer Contribution EPF @ 12% on Basic & VDA(3), capped at ₹15,000/- wages in ₹	Employer Contribution ESI  @ 3.25 % on Basic & VDA (3), capped to ₹21,000/- wages in ₹	Service Charges(includi ng transaction charges) on Wages i.e., Basic+VDA in ₹	GST in ₹	Total monthly cost per employee in ₹
1	Typists	Basic=16564.02 VDA=2223.60 Total=18787.62	As per the	As per the	As applicable and as per	As per the	
2	Attende r/Peon	Basic=13974.62 VDA=2223.60 Total=16198.22	prevailing rates prescribed by the Government	prevailing rates prescribed by the Government	the applicable statutes and laws	prevailin g rates prescribe d by the Governm ent	
3	Grand Total in ₹						

39. The wages of class of labour deployed under the contract are fixed for a period of 3 years, unless otherwise revised by this Office and after suitable orders are passed in this regard. Further, no arrears, in retrospective are reimbursed by this Office, in effect of such revision. In such cases, the Contractor has to pass on such reimbursement to the contractual employee due to such increase, such increased wages along-with the corresponding increase in P.F. and ESI.

- 40. The Office of City Civil Court shall reimburse the payment made by the Agency towards employer's share of contribution under the respective scheme on submission of proof of actual payment made by the Agency. Further, if applicable, the contracting agency shall provide the medical insurance and the workmen compensation insurance to all its manpower deployed who are not covered under the ESI Scheme. The contracting agency shall intimate this Office, along with proof of contribution, made towards the Employees account, for reimbursement.
- 41. The manpower deployed under the contract shall be entitled to one Casual Leave in a month, after the elapse of 1 month of joining. And if the individual manpower takes leave more than the entitled, the substitute is to be provided by the contracting agency to the Authority. In case the substitute is not provided by the contracting agency, the payment will be deducted from the salary of the employee as per calculation. The casual leave shall not be accumulated in any case, as the said Manpower services are required for functioning of Live Open Court.
- 42. The casual leave shall be granted only on the recommendation of the controlling officer of the individual manpower. An individual manpower may be called for duties for the entire week without any weekly off, on similar lines to that of regular Government Officials, as per the demand of work. No additional emoluments will be reimbursed for having provided services in addition to the regular work timings of 10 A.M., to 6 P.M., for Typists and 9.30 A.M., to 6.30 A.M., for Peons/Attenders and Lift Attenders. The Drivers shall not have a prescribed timing, but shall discharge their services as per the requirements i.e., driving duties for the Office use of the Presiding Officers/Judges.
- 43. The Agency shall be solely responsible for hiring of suitable and efficient manpower resources for the Office of City Civil Court. No additional cost shall be paid for hiring of manpower. The candidate to the post of Typist shall pass the Employability aptitude test given by this Office, to the satisfaction of the Registrar, City Civil Court,

Bengaluru, after which the Manpower shall begin their service. Hiring of all other Manpower, prescribed under this notification, shall be purely on first come first serve basis and upon eligibility.

- 44. The persons deployed by the Agency should not have any Police record/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Any person deployed by the contracting agency should not indulge in act of misconduct. In case any such incident comes to the knowledge or brought to the knowledge of this Office, the contracting agency shall withdraw such person immediately and the Office will be at liberty to take appropriate action against such person as well as contracting agency.
- 45. The contracting agency shall conduct a thorough background verification of the candidate at its own cost. The background verification shall essentially include the verification of the following credentials:
  - a. Verification of education and academic credentials
  - b. Verification of prior employment
  - c. Criminal background checks for convictions including police verification
  - d. Address verification
- 46. The contracting agency shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.
- 47. The Office of City Civil Court follows the office timings as prescribed by the Hon'ble High Court of Karnataka and has Six working days (i.e. Monday to Saturday) in a week from 0930 hrs to 1800 hrs with a lunch break of ½ hour from 14:00 hrs to 14:30 hrs in Court Halls or rotational lunch in branches. Besides this, the Office of City Civil Court also observes the Gazetted holidays notified by the HIGH COURT OF KARNATAKA from time to time. However, the work hours may be rescheduled on shift basis and the employees may have to

report for work occasionally on weekend or holidays. The biometric attendance report provided by the Computer Branch is considered for making payroll and the report so provided is final.

- 48. The attendance shall be recorded on the Biometric Attendance System/Attendance report approved by the reporting officers and shall be made available to the contracting agency immediately on completion of a month. All personnel deployed under the contract shall adhere to punctuality in the strictest sense.
- 49. The contracting agency shall disburse the remunerations to the individual manpower within three working days from the receipt of attendance details from the Office of City Civil Court through electronic transfer directly in the bank account of the individual manpower. The contracting agency shall submit the proof of disbursement of remuneration to the individual manpower along with the monthly invoice.
- 50. All the personnel employed by the contracting agency shall adhere to the general procedures, code of conduct, service rules and practices, prescribed and followed by the Office of City Civil Court and are strictly bound by it.
- 51. The contracting agency shall preserve a copy of the following documents in respect of the individual manpower who will be deployed by it in the Office of City Civil Court and submit the same on quarterly basis.
  - a. List of persons deployed.
  - b. Bio-data of the persons along with the certificates in respect of educational/ professional qualifications etc.
  - c. Self-Attested copy of matriculation certificate containing date of birth.
  - d. Certificate of verification of antecedents of persons by local police authority including background verification.
  - e. Detailed proof of identity like Aadhaar, driving license, bank account details, proof of residence and recent photograph of the personnel deployed.

- f. Signed NDA
- g. Signed undertaking by the individual manpower.
- 52. The contracting agency shall replace the manpower within five working days if any of its personnel are unacceptable to the Authority because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency.
- 53. Notwithstanding above, the Authority has the right to ask to change/replace the personnel at any point of time without assigning any reason by giving a notice of one month.
- 54. The personnel deputed to the Office of City Civil Court, shall not be changed by the agency in any circumstances unless there is a specific request, in writing.
- 55. The Office of City Civil Court, shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment's or vehicles of the personnel of the contracting agency. The successful bidder should be solely responsible for all acts of omission and commission occasioned by this personnel in carrying out the terms of the tender.
- 56. The contracting agency shall be responsible for any damages done to the property of the Authority by the personnel so employed. The Office of City Civil Court, will be free to recover it from the performance security given by the contracting agency or from any other monthly payments to contracting agency.
- 57. The contracting agency's personnel working should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Agency will be liable to take appropriate disciplinary action against such persons, including their instant removal from site of work, if required by this Office.

- 58. The contracting agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/ secret nature. The HIGH COURT OF KARNATAKA may require the persons deployed under the contract to sign an Undertaking.
- 59. City Civil Court, Bengaluru will allow free entry and access to the authorized personnel of the successful bidder for providing services specified in this RFP during the working hours in the office. Due intimation of time of such entry if it is out of the Office Working Hours and antecedent of each such authorized personnel shall be made to the Office of City Civil Court and it's respective units shall made in prior. And no employee shall be in under age of 18 years and engaging of service personnel adhering to the Labour code is entirely the responsibility of the Service Providing Agency. Service staff should be provided with full uniform and ID card, which shall be worn at all times, inside the premises of the Courts. The cost with regard to uniform, ID Cards and any other expenses for the maintenance of employees shall be borne by the Service provider and be included within the Service charges. No other cost shall be shown in the commercial proposal apart from the mentioned breakup.
- 60. The contracting agency shall nominate a Coordinator to the Office of City Civil Court, where the manpower is deployed under the contract, who will be responsible for interaction with the City Civil Court, in all matters related to manpower outsourced by that Agency, including submission of bills, submission of certificates relating to statutory authorities/payments, providing replacements on time-bound basis, supply of additional manpower, if required, on emergent basis. The Coordinator will also be responsible for ensuring attendance and punctuality of outsourced manpower and thereon redress the grievances of its resources so deployed. The proprietor may himself discharge this responsibility, in case of unavailability of a designated co-ordinator.

- 61. Contracting agency shall ensure monthly meeting with deployed manpower to attend their grievances. Contracting agency shall ensure that deployed resources shall not make any representation directly to the Office of City Civil Court. The contracting agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The Office of City Civil Court shall, in no way, be responsible for settlement of such issues whatsoever.
- 62. The Office of City Civil Court shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 63. For all intents and purposes, the contracting agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed Office of City Civil Court. The persons deployed by the contracting agency in this Office shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against the Authority.
- 64. The contracting agency's personnel shall not have any right to claim any benefit/compensation /absorption/regularization of services with this Office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect in the form annexed will be required to be submitted by the contracting agency to this office. In case of the termination of the contract on its expiry or otherwise, the persons deployed by the contracting agency shall not be entitled to any claim for absorption or for any relaxation. The person deployed by the contracting agency shall be the employees of the Agency for all purpose.
- 65. The contracting agency will be responsible for compliance of all statutory provisions including but not limited to Minimum Wages, Provident Fund, Employees State Insurance, Contract Labour (R&A)

Act etc. in respect of the persons deployed by it in the Office of City Civil Court.

- 66. The matter with regard extension of benefits of Employees Compensation Act, Bonus, and Maternity Benefits will be placed before Hon'ble High Court of Karnataka, for clarification. And whenever such orders are passed at the sole discretion of the Hon'ble High Court, the same will be made applicable under this Tender to the Contracting employees, in prospective nature, unless otherwise specified by the Hon'ble High Court.
- 67. The contracting agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Office of City Civil Court to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the contracting agency fails to comply with any statutory/ tax liability under appropriate law, and as a result thereof the Office of City Civil Court is put to any loss/obligation, monetary or otherwise, the Office of City Civil Court will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 68. If after the date of the Engagement, there is any change in the applicable laws of India with respect to such taxes, duties, fees, statutory payments and other impositions, which are directly payable by the contracting agency in future, which increases or decreases the cost, then the corresponding adjustments shall be made to the discovered rates, prospectively, unless otherwise explicitly mentioned.
- 69. The contracting agency shall maintain all statutory registers as required by the Law. The agency shall produce the same, on demand, to the concerned authority of the City Civil Court or any other authority under Law.
- 70. The contracting agency shall not assign, transfer, pledge or subcontract the performance or service without the prior written consent of the Authority. The firm shall not assign or sublet the work/job or

any part of it to any other person or party without having first obtained permission in writing of the Office of City Civil Court, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one bidder.

- 71. The contracting agency shall submit a declaration cum indemnity bond to indemnify the Authority, its officers and employees and representatives against all third party claims, charges, penalties, fines, expenses, losses, damages, costs, suits or any other levy against the Authority and/or the officers and employees due to the failure of the Contractor to observe or follow any of the laws in the pro forma prescribed.
- 72. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Purchaser" and the Bidder.
- 73. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Laws of India.
- 74. The General terms and Conditions and Letter of Engagement have been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation.
- 75. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.
- 76. The Purchaser may terminate the Engagement if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that work under Engagement, without the Bidder having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;
- 77. The Purchaser may also apply sanction/s against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/ Engagement if it at

any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the activities as mentioned in the Scope of Work;

- 78. a. Within 15 days after the issuance of Notification of Award by the Purchaser to the Bidder, the successful Bidder shall furnish a Bank Guarantee towards performance security which shall be five per cent of the total contract value specified in the notification of award, to the Purchaser from a scheduled bank.
  - b. The Bank Guarantee should be valid till the entire term of the Engagement and for an additional period of 90 days after the completion of the term of Engagement or until the completion and onboarding of new vendor after the subsequent Tender procedure. In case the duration of the Engagement is extended by the City Civil Court, the successful bidder will have to extend the Bank Guarantee by that period. The Bank Guarantee shall be invoked by the Office of City Civil Court, in the event the successful bidder fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of the City Civil Court and Misrepresentations of facts/information submitted to the Office of City Civil Court.

#### 79. The Bidder:

- a. shall keep accurate and systematic accounts and records in respect of the Services to be provided under the RFP, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and
- b. with respect to such accounts and records related to this Engagement, shall periodically permit the "Purchaser" or its designated representative, during the Engagement period and up to a period of five years from expiration or termination of this Engagement, to inspect the same and make copies thereof, as well as to have them audited by auditors appointed by the "Purchaser", if so required by the "Purchaser" as the case may be.

- 80. The Bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
- 81. This Engagement shall come into effect on the date the letter of Engagement is signed and submitted by the Manpower Agency with the Office of City Civil Court or the commencement of services by the successful bidder. The date the Engagement comes into effect is defined as the Effective Date.
- 82. For the purposes of this Engagement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

Force Majeure shall not include:

- i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
- ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Engagement, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. insufficiency of funds or inability to make any payment required hereunder.
- 83. The failure of a Party to fulfill any of its obligations stated as Terms and Conditions shall not be considered to be a breach of, or default

under, this Engagement insofar 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 Engagement, and
- b. has informed the other Party as soon as possible about the occurrence of such an event.
- 84. A Party affected by an event of Force Majeure shall continue to perform its obligations under the specified Terms and Conditions as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 85. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the "Purchaser", shall either:
  - a. Demobilize; or
  - b. Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on prorata basis, under the terms and conditions of this Engagement.
- 86. Upon termination of this Engagement by notice of either Party hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- 87. The Bidder shall not engage either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them.
- 88. The contracting agency shall submit the monthly bills in triplicate enclosing the certificates as mentioned in this RFP as which shall be got duly certified by the officer incharge and the same shall be paid within 15 days thereof after making recovery if any, subject to availability of funds.

- 89. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax and the GST Acts and Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
- 90. The contracting agency shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required.
- 91. The contracting agency has to ensure the remittance of the salary before 10<sup>th</sup> day of every subsequent month to the personnel deployed by them in the Office of City Civil Court, by issuing salary slips. Proper documentation shall be maintained at the end of Service provider, in this regard.
- 92. Proof of challan/receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESIC, invoice/proof of medical insurance and the workmen compensation coverage of resources payment of premium by the Agency and proof of payment towards other statutory dues for previous months, if any, shall be submitted with the bills. If the said challans and bills contain details other than that of the employees deployed at the Office of City Civil Court, then the same shall be filtered and a final statement be furnished. Otherwise, a certificate from a Registered CS should be furnished quarterly to the effect that all statutory requirements are complied with in respect of staff outsourced by the Agency to the Office of City Civil Court.
- 93. No Payment shall be made in advance to either the Service Provider or any loan from any bank or financial institution be recommended on the basis of work award.
- 94. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Office of City Civil Court reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same at the risk and expense of the selected bidder. In this event, the selected bidder is bound to make the additional expenditure, which

- the Office of City Civil Court may have to incur to carry out bidding process for the execution of the balance of the contract.
- 95. A Pre-bid meeting is scheduled on 28/01/2025. Any information and feedback, which need to be brought to the notice of the interested parties, provided on the day of Pre-bid meeting will be collated and an addendum notification will be published through the same means as this notification.
- 96. Tenderer shall not be declared ineligible for corrupt and fraudulent practices issued by Government of Karnataka. The Tenderer shall furnish a non-blacklisting certificate that the agency has not been blacklisted in the past by any Govt. or PSUs in Karnataka. The Tenderer has to give an affidavit on letter head.
- 97. Upon opening of Financial Bid Cover on the KPP Portal, The Principal City Civil & Sessions Judge, Bengaluru City, shall negotiate with the L1 Bidder to offer competitive rates in comparison with that of the other bidders for those listed items which are priced costlier, so as to benefit the Government by reducing the cost.
- 98. The E.M.D. will be returned to the unsuccessful bidder through the KPP portal. The EMD Demand Draft of successful bidder will be refunded at end of the Tender period on satisfactory service.
- 99. The Contract will be awarded to the successful Bidder whose Bid has been determined to be substantially responsive, competitive, previous track record of maintenance in above said Work services and has been determined as the Best Value Bid in terms of lowest commercial value. The acceptance or rejection of the proposal is at the discretion of the Principal City Civil & Sessions Judge, Bengaluru City.
- 100. The Reservation rules and Roster, if applicable, shall be followed at the end of the service provider and manpower be provided to the Office of City Civil Court, as per the circular No. ಸಿಆಸುಇ 06 ಸೆನೆಸಿ 2024 dated

of the

Civil Court, Bengaluru, reserves the right to blacklist the bidder from participation in the tender for a period of 4 years.

Registrar
City Civil Court
Bengaluru

### Copy To, For wide Publication:

- 1. The Registrar General, Hon'ble High Court of Karnataka, Bengaluru, with a request to publish the Tender notification on the Hon'ble High Court Website.
- 2. The Prl. District & Sessions Judge, Bengaluru Rural Court, Bengaluru.
- 3. All the Prl. District & Sessions Judges of Karnataka.
- 4. Principal Judge, Family Courts, Bengaluru.
- 5. The Presiding Officers of all Labour Courts, Bengaluru.
- 6. The Presiding Officers of all Industrial Tribunals, Bengaluru.
- 7. The Chief Judicial Magistrate, Bengaluru.
- 8. The Registrar, Court of Small Causes, Bengaluru.
- 9. The Director, Department of Information (Vaartha Ilakhe), No.17, Vartha Soudha, Infantry Road, Bengaluru 560001:- along with Tender Notification & Brief Tender Notification, requesting for publication of the same in two widely circulated Daily News Papers, each of Kannada and English language, for wide publication.
- 10. The Software Technician/Sheristedar, City Civil Court, Bengaluru:- to Web Host on the Bengaluru Urban District Judiciary Website
- 11. Notice Boards
- 12. Office Copy

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- 6. The Presiding Officers of all Industrial Tribunals, Bengaluru.
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- 10. The Software Technician/Sheristedar, City Civil Court, Bengaluru:- to Web Host on the Bengaluru Urban District Judiciary Website
- 11. Notice Boards
- 12. Office Copy

# LIST OF DOCUMENTS TO UPLOAD AND SUBMIT A COPY OF THE SAME TO

# THIS OFFICE (Technical Qualification Criteria)

# [This document is not to be uploaded or submitted to the Office of City Civil Court. This document is only for guidance]

S1. No.	Document Name	Description	Annexure No.
1	Company Contact Information as per Annexure-1		1
2	Self-Declaration Of Non Blacklist		2
3	GST Registration Certificate		
4	Company Registration Certificate		
5	Registration and Licence No. under Contract Labour (R&A) Act, 1970		
6	Registration Certificate issued by EPFO Authority		
7	Registration Certificate issued by ESI Authority		
8	Experience Certificate issued by previous employer or Self Declaration if such certificate not available		
9	Detailed breakup of cost of services including taxes and charges. (To be provided only after Financial Opening)		
10	Technical Proposal Submission Form		3
11	Unconditional Acceptance Letter of Terms and Condition of Tender		4
12	Commercial Proposal		5
13	Bid Declaration Form		6
14	Bid Securing Declaration Form		7

# Annexure-01

# **Company Contact Information**

Sl. No.	Item description	Details
1	Business Name of the company and its Registered office Postal address.	
2	As incorporated in other tenders, alternate address of company / bidder	
3	<ul> <li>Contact Information:-</li> <li>Permanent Landline No./No.s:</li> <li>Mobile No. of the Proprietor:</li> <li>e-mail address of the Business:</li> </ul>	
4	Name and Contact No. of the Authorized Representative/Executor	
5	Name and Contact No. of the Co-Ordinator, deputed to manage, deploy the manpower at the Office of City Civil Court.	
6	Name and Contact No. of the Authorized Representative and designation who is uploading this RFP tender bids.	
7	GST No. of the firm/agency	
8	PAN No. of the firm/agency	
9	Banker of Agency	<ul><li>(i) Name of the Bank and Branch:</li><li>(ii) Telephone number:</li><li>(iii) Address:</li></ul>
10	K2 Recipient ID(generated at K2, if available)	

Signature of the Proprietor/Authorized Agent

# Annexure 02

# SELF DECLARATION OF NON BLACKLIST

	I, Sri.	/Smt			
s/o or	d/o Sri.	/Smt			,
being	the	Propreitor	Authorized	representative/agent	of
M/s				(Name of the firm/age	ncy)
hereby	declare	that the above	ve said firm is	not blacklisted in the la	.st 5
years.					
	It is he	reby further su	bmitted that, th	ne above said information	and
any ot	her info	ormation, docu	ıments provide	d during the course of	the
applica	ition sh	owing interest	to participate	in this Tender, is true a	nd I

fully bear consequences of all the misrepresentation, if so, arising out in

any near future.

Signature of the Proprietor/Authorized Agent

# Annexure 03 Technical Proposal Submission Form

To:

The Registrar, City Civil Court, Bengaluru - 560 001.

Sir,

With reference to your RFP Document I/we, the undersigned, having examined all relevant documents and understood their contents,

- 1. Hereby submit our offer to provide services for providing Manpower Services in the Office of The City Civil Court, Bengaluru, in accordance with your Request for Proposal dated \_\_/\_\_/2024, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Commercial Proposal as per packets mentioned through KPP Portal. The proposal is unconditional and unqualified.
- 2. I/We hereby declare that all the information and statements made in this Proposal and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals and accept that any misinterpretation contained in it may lead to our disqualification. I/We shall make available to the Office of The City Civil Court, Bengaluru, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 3. I/We declare that I/We have examined and have no reservations to the RFP Documents, including any Addendum/Clarification issued by the Office of The City Civil Court, Bengaluru, and I/We do not have any conflict of interest in accordance with RFP Document.
- 4. I/We undertake, if our Proposal is accepted and we have been engaged for providing the services to the Office of The City Civil Court, Bengaluru, and District Judiciary, we shall abide by the conditions of the RFP.

- 5. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Applicants in accordance with clauses of the RFP document. I/We understand that you have right to reject our application without assigning any reason or otherwise. I/we hereby waive our right to challenge the same on any account whatsoever.
- 6. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right if proposal is not opened or rejected.
- 7. I/We agree to keep this offer valid for 180 days after the last date of submission of bids specified in the RFP.
- 8. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
- 9. The Financial Proposal is being submitted separately as specified in RFP. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
- 10. I/We certify that that (Company Name) has not been banned from carrying out business either with the entire Government of India or any constitutional bodies or statutory bodies as on date. I/We also undertake that a similar ban imposed before the award of the contract under this RFP shall disqualify the company from being considered and all claims arising out of this RFP, other than the refund of the bid security, shall stand forfeited.
- 11. I/We certify that M/s (Company Name) is a Single Applicant in response to your RFP for Providing Manpower Services in the Office of The City Civil Court, Bengaluru,.
- 12. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. I/we hereby unconditionally accept the RFP conditions of the Office of The City Civil Court, Bengaluru, RFP documents in its entirety for the above work. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:
Name of Company:
Address:
Location:
Date:
Seal:

# Annexure 04 DECLARATION

# Of Unconditional Acceptance of Terms and Condition of Tender

1.	I,, Son/Daughter/Wife of
	Shri, Director/ authorized signatory of the Agency
	mentioned below, am competent to sign this declaration and execute this
	tender document.
2.	I/we hereby certify that I/we have inspected the site and carefully read and understood all the terms and conditions of the tender document which shall form part of the contract agreement and I/We undertake to abide by the conditions/clauses contained therein.
3.	The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
Autl	orized Signature[In full and initials]:
Nam	e and Title of Signatory:
Nam	e of Company:
Seal	

# Annexure 05 Commercial Proposal

## Sheet 1

[Strictly to be entered in respective fields provided in KPP Portal only]

To

The Registrar City Civil Court Bengaluru – 560009

Dear Sir:

We, the undersigned, offer to provide services for providing Manpower Services at City Civil Court, Bengaluru, in accordance with your Request for Engagement dated, and our Proposal. Our Commercial Proposal entered in the fields provided in the KPP portal for the sum of [Insert amount(s) in words and figures\*] including GST.

Our Commercial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date, as mentioned in the Tender Document.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Engagement, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,	
Authorized S	Signature [In full and initials]:
Name and Ti	tle of Signatory:
Name of Con	npany:
Address:	
Location:	
Date:	
Seal:	

# Annexure 05 Commercial Proposal

### Sheet 2

[Strictly to be entered in respective fields provided in KPP Portal only]

1	2	3	4	5	6	7	8
SI N o.	Type of resourc	Monthly Remunerati on in ₹	Employer Contribution EPF @ 12% on Basic & VDA(3), capped at ₹15,000/- wages in ₹	Employer Contribution ESI  @ 3.25 % on Basic & VDA (3), capped to ₹21,000/- wages in ₹	Service Charges(includi ng transaction charges) on Wages i.e., Basic+VDA in ₹	GST in ₹	Total monthly cost per employee in ₹
1	Typists	Basic=16564.02 VDA=2223.60 Total=18787.62	As per the	As per the	As applicable and as per	As per the	
2	Attende r/Peon	Basic=13974.62 VDA=2223.60 Total=16198.22	prevailing rates prescribed by the Government	prevailing rates prescribed by the Government	the applicable statutes and laws	prevailin g rates prescribe d by the Governm ent	
3	Grand Total in ₹						

Important Note: Price Bid shall be submitted only in dedicated fields given in the KPP Portal only

Bidders may take note of the following conditions while preparing their commercial bid:

- 1. Costs shall be expressed in absolute terms in rupees up to two decimal points and not in percentage.
- 2. The service charge quoted by the bidder shall include all the costs associated with the assignment. All costs including those required for fulfillment of scope of work of the contract including but not limited to cost towards providing identity card to all persons, cost towards providing uniform to the Support Staff and Drivers, hiring cost etc. are to be built in the service charge component. Similarly, cost towards discharging the liabilities under various labour legislations for which there is no commitment from the HIGH COURT OF KARNATAKA in the contract are to be built within the quotation for service charge.
- 3. The cost towards providing medical insurance and workman compensation insurance to the individual manpower not covered under ESI Scheme, reimbursement of bonus, if required, and maternity benefits to the eligible employees and all other costs which the HIGH COURT OF KARNATAKA has committed to reimburse the contracting agency shall not be included in the commercial bid. Similarly, testing of candidates during hiring process shall be done by the Purchaser; hence cost towards this may not be included in the service charges.
- 4. The total service charge indicated in the Commercial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.

# Annexure 06 BID SECURITY FORM

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

#### Bank Guarantee

Ref	No		
	Date		
То			
The Registrar, City Civil Court, Bengaluru - 560 009.			
Dear Sir,			
Whereas,	(hereinafter called "the		
Bidder") has submitted its bids dated(hereinafter called "the Bid").	for		
KNOW ALL MEN by these presents that WE having our registered office at _			
(hereinafter called "the Bank") are bound unto the Ci (hereinafter called "the City Civil Court") for the sum of which payment well and truly to be made to the said City itself, its successors and assigns by these presents.	ity Civil Court, Bengaluru,		

#### THE CONDITIONS of this obligation are:

- i. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- ii. If the Formats to prepare the price bid are found to be modified by the Bidder; or
- iii. In the case of a successful Bidder, if the Bidder fails:
  - a. to accept the notification of award and sign the contract in accordance with Section 2.16 of the RFP;
  - b. to furnish performance security in accordance with Section 2.17 Performance Bank Guarantee of the RFP.
  - c. If bidder withdraws its proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).

We undertake to pay to the City Civil Court up to the above amount upon receipt of its first written demand, without the City Civil Court having to substantiate its demand, provided that in its demand the City Civil Court will note that the amount claimed by it is due to it owing to the occurrence of any of the aforesaid condition or conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

In witness whereof the B	ank, through its authorized officer, has set its hand and
stamp on thisday of	2025at
WITNESS	
(Signature)	(Signature)
(Name)	(Name)
•	(Official Address)
(Designation with Bank Stamp)	
	Attorney as per Power of
	Attorney No
	Dated

# Annexure 07 BID SECURING DECLARATION FORM

To

The Registrar, City Civil Court, Bengaluru - 560 009.

We, the undersigned, declare that:

We, M/s......(herein referred as vendor) understand that, according to the clauses of Tender document, bids may be supported with a Bid Securing Declaration, therefore rather than submitting the Bid Security /Earnest Money Deposit Form as attached of the RFP, we render the declaration that:-

We will automatically be suspended from being eligible for bidding in any tender, request for proposal or other similar invite with the City Civil Court (herein referred as Purchaser) for the period of three years, starting on bid submission closing date, if we are in breach of any of the following obligation(s) under the bid conditions:-

THE CONDITIONS of this obligation are:

- i. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- ii. If the Formats to prepare the price bid are found to be modified by the Bidder; or
- iii. In the case of a successful Bidder, if the Bidder fails:
  - to accept the notification of award and sign the contract in accordance with the clauses of Tender Document;
  - to furnish performance security in accordance with the clauses of Tender Document Performance Bank Guarantee of the RFP.
  - If bidder withdraws its proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).

We understand that this declaration shall expire if we are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is later.

the validity of the Bid; whichever is later.
(Signature)
Authorized Signatory
Name:
Designation:

Place & Date:

Office Seal: