ADM/106/2025
(Manpower for
Commercial Courts)

Office of the
Prl. District & Sessions Judge,
Bengaluru Rural District,
Bengaluru, Date: 25.06.2025

e-Tender Notification

Subject : Inviting Proposals for providing Manpower Services through Outsource to the Commercial Courts of Bengaluru Rural District Unit -reg.

Reference : 1. G.O. No. LAW-LCE/05/2020 dated 20.06.2020 and 22.09.2021

2. Government Circular No. ಆಇ 951 ವೆಚ್ಚ-12/2024 (FD951EXP-12-2024) Dated 16.01.2025

3. Office Note and Orders passed thereon

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This office invites e-Bidding for Request For Proposals from eligible Service providers who are interested to supply the Manpower through Outsource to the Courts of X Addl. and XI Addl. District & Sessions Judge, Bengaluru Rural District, Bengaluru, through e-procurement portal (https://kppp.karnataka.gov.in/#/portal/Auctions/live), for a period of 01 year, which may be extended for two more years, (total 03 years), renewable each year, from the date of commencement. The details of the numbers of manpower of different cadres required are as hereunder:

Item Code	Cadres	Nos	Total
ADM/105/2025/ Manpower/ 02 Commercial Courts	Typist	2	8
	Attender	2	
	Peons	4	

Sl. No.	Item	Details
1	Tender Number	ADM/106/2025 (Manpower for Commercial Courts) Dated: 25.06.2025
2	Tender Number (as issued by KPPP)	HCK/2025-26/SE0055, dated 25/06/2025

3	Tender Name / Services sought for:	Manpower Services through Outsource to the Courts of X Addl. and XI Addl. District & Sessions Judge, Bengaluru Rural District, Bengaluru (Commercial Courts)
4	Procuring Entity	Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru
5	Validity of the Tender-Contract	01 year, which may be extended for two more years, (total 03 years), renewable each year, subject to the satisfactory quality / performance or until discontinuation of the said Courts by the Government of Karnataka
6	Estimated Approximate Total Tender Cost	₹23,47,835/- per annum (Approx. Estimation based on calculations of present Basic pay, VDA, Service charges and other charges)
7	EMD Amount	₹ 23,480/-
8	Billing model	Billing after completion of each calendar month, subject to satisfactory performance
9	Closing Date & Time for submission of Tender proposal	24/07/2025 at 5.01 p.m.
10	Tender Opening Date & Time	Technical: 25/07/2025 at 05.02 p.m. Financial: Upon approval of Technical Bid
11	Office Contact Number & e-mail ID	080-22939388 admnbrd1@gmail.com
12	Pre-bid Meeting	15/07/2025 at 4:30 p.m.
13	Pre-bid Meeting Attendance	Compulsory. Certificate of Attendance to be uploaded

The stipulated procedure, terms & conditions are hereunder:

1. This invitation to bid is for Request for Proposal (RFP) for providing Manpower Services through Outsource to the Courts of X Addl. and XI Addl. District & Sessions Judge, Bengaluru Rural District, Bengaluru (Commercial Courts). The successful bidder will be engaged for providing manpower through Outsource to the said Courts for the indicative list of job as mentioned in this document.

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

Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru 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. Bids shall be placed in terms of Service Charge, in terms of Percentage (%). No other value to be entered in this regard. Service Charge shall be between 3.85% and 7.00%.

4. 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/portal-home 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 signature certificates are available on the website: https://kppp.karnataka.gov.in

5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

6. Manual bids shall not be accepted.

7. 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.

8. Tenderer who has downloaded the tender from the Bengaluru Rural District Judiciary website https://bengalururural.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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru.

9. Intending bidders are advised to check Bengaluru Rural District Judiciary website https://bengalururural.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.

10. The Pre-Qualification criteria for the bidders should be fulfilled for consideration of the bid. The Bid Document is confidential and not transferable.

11. The Bidders shall submit an **EMD (Earnest Money Deposit)/Bid Security of amount of ₹23,480/- (Twenty Three Thousand Four Hundred Eighty Rupees 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.

12. There shall be no bid document/tender fee.

13. The disputes related to return and refund of EMD may be addressed with the Centre for e-Governance department.

14. 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

15. 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.

16. The tender shall be submitted online (complete in all respect) must be uploaded (with 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.

17. 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. Zip files are strictly prohibited, especially when multiple files are to be uploaded. In such scenario, most important documents to be prioritized and then merged together into one single .pdf file.

18. The offers submitted by Fax/email shall not be considered, unless otherwise specifically mentioned. No correspondence will be entertained in this matter. No Bidder shall contact the Office of the Prl. District & Sessions Court, Bengaluru Rural District, 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru regarding Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

19. The Bidder shall prepare the bid based on details provided in the Bid documents. The bidders shall, as much as possible use the same annexures, tables, wordings and other details, as provided in this notification. 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.

20. 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.

21. 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. The Bidder shall designate the official mailing address, place, and email to which all correspondence shall be sent by the Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru.

22. 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 initialled 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.

23. 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru. Any time during the process of evaluation the Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, may seek specific clarifications from any or all Bidders on the recommendation of Tender Inviting & Accepting Authority.

24. 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.

Sl. No.	Parameter	Technical Qualification Criteria	Evidence required
1	Legal Entity/ Registration	a) Bidder should be a registered legal entity having license to employ the said manpower. b) Bidder should have its own GST Registration No. and PAN Number. c) The Agency must be 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.	a) Self-attested copy of Certificate of Incorporation or Registration as the case may be. b) Self-attested copies of valid GST Registration Certification and PAN Card 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 two years experience ending on 31.05.2025 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 available, then the same shall be replaced with an exemption and condonation self-declaration certificate.	Copy of the oldest work order 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 certificate.

3	Blacklisting	The bidder should not have been banned from carrying out business either with any department under Karnataka Government, State Government, Central Government or the Ministry of Electronics & IT, Govt. of India or the Hon'ble 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.	Certificate / Declaration from the Authorized Signatory

Important Note:

a) The Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, may independently verify the claims made by the bidder in the technical bid, if required.
c) The Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, 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.

25. 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru. The Commercial Bids shall be evaluated by the Purchaser (Procuring entity) 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.

26. The "Commercial Quotes" submitted by technically qualified bidders will be opened in e-procurement portal. As per the Dept. of Expenditure (Procurement Policy Division), Govt. of India, Office Memorandum no. F.6/1/2023-PPD dated 06.01.2023, the Bidders are hereby directed to quote the Service Charge, in percentage only, (only between the range 3.85% to 7%, on the wages i.e., Basic+VDA+ESI contribution+PF contribution) as the nature of the work services prescribed in the current Tender involves service charges and expenditures, requiring to prescribe a minimum ceiling, so that it is sustainable on the end of the Service Provider to carry out their business. This Service charge shall be quoted by the bidders directly in KPP Portal, and must compulsorily submit a self-declaration, in the format annexed herewith in this notification, stating that they have quoted the Service charge not lesser than 3.85% upto two decimal points only. 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 decision of the Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru, in this regard shall be final.

27. 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, 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 non-responsive and liable to be rejected.

28. The Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, 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.

29. The Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, 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.

30. The Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, 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.

31. The Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, will initiate the refund/return of the EMD as soon as the Financial Evaluation is completed. All further queries are to be addressed by the e-Governance department maintaining the KPP portral.

32. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, 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.

33. 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru on account of failure of the Bidder to appraise themselves of local laws/condition.

34. The Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru 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, implementation, post-implementation, technical, financial and 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 sourced independently, as the Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

35. At any time prior to the last date and time for receipt of bids, the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, may, at its discretion, extend the last date for the receipt of Bids.

36. 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:

i. "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, non-competitive 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;

37. A prospective Bidder requiring any clarification of the Bid Document may notify the Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru in writing and/or to the e-mail address admnbrd1@gmail.com. The queries shall follow the format as follows:

Sl. No.	Para No./ Sub-para No. / Clause No.	Page No.	Existing Provision in the Clause	Clarification Sought

The Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru will respond, to request for clarifications of the Bid Document, received not later than the date prescribed by the Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru. The Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, to ensure effective and speedier communication, specially if numbers of such queries are too high to be cleared off in time.

38. 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.

39. 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. <u>Typist</u>

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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, from time to time.

Qualification & Experience

i. The Candidate must have completed and hold 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 hold a Certificate of Passing the 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru.
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. <u>Peons/Attenders</u>

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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, from time to time.

Qualification & Experience

i. The Candidate must have completed and hold a Certificate of Passing the 10^{th}, 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.

40. 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.

Minimum rate of wages fixed 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 01-04-2025 to 3l-03-2026:

41. 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, whenever there is a revision in the rules of Minimum wages, the subsequent effect shall be applicable only after written letter from the service provider, to be placed before the Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru to be implemented, including PF, ESI contributions after the approval of the Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru after the completion of next working month and no arrears will be provided to the Service Provider in this regard.

42. The EPF, ESI and other statutory benefits are to be compulsorily remitted to each employee even if the employee is being first time employee. The Service provider, shall ensure that, any amount received as a part of such statutory benefits, be remitted to the Employees compulsorily and the Service Provider is liable to keep the book of account in this regard. A monthly statement shall be furnished to the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, in the next billing month, for having not diverted any such funds. Any such funds lying unutilized, shall be returned or be matched in the next monthly bill.

43. The Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru 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 obtain written permission before making such contributions. The reimbursements shall be processed only after due intimation to this Office, along with proof of contribution, made towards the Employees account.

44. 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.

45. 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.

46. The Agency shall be solely responsible for hiring of suitable and efficient manpower resources for the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru. No additional cost shall be paid for hiring of manpower. The candidate to the post of Typist shall pass the Employability aptitude / skill test given by this Office, to the satisfaction of the Prl. District & Sessions Judge / Chief Administrative Officer, District & Sessions Court, Bengaluru Rural District, 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.

47. 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.

48. 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

49. 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.

50. The Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru 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 09:30 hrs to 18:00 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 District & Sessions Court, Bengaluru Rural District, Bengaluru 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 is considered for making payroll.

51. The attendance shall be recorded on the Biometric Attendance System. Attendance report approved by the reporting officers 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.

52. 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru 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.

53. 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru and are strictly bound by it.

54. 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru and submit the prior to deployment of manpower or as and when sought by this office.
    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 Non-Disclosure Agreement
    g. Signed undertaking by the individual manpower.

55. The contracting agency shall replace the manpower within two 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.

56. 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.

57. The personnel deputed to the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, shall not be changed by the agency in any circumstances unless there is a specific request, in writing.

58. The Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment 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 the personnel in carrying out the terms of the tender.

59. The contracting agency shall be responsible for any damages done to the property of the Authority by the personnel so employed. The Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, will be free to recover it from the performance security given by the contracting agency or from any other monthly payments to contracting agency.

60. 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.

61. 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 office of the District & Sessions Court, Bengaluru Rural District, Bengaluru may require the persons deployed under the contract to sign an Undertaking.

62. Prl. District & Sessions Court, Bengaluru Rural District, 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 Prl. District &

Sessions Court, Bengaluru Rural District, Bengaluru and its respective units in prior. And no employee shall be under the 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.

63. The contracting agency shall nominate a Coordinator to the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, where the manpower is deployed under the contract, who will be responsible for interaction with the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, 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.

64. 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru. The contracting agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru shall, in no way, be responsible for settlement of such issues, whatsoever.

65. The Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru 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.

66. 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 to the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru. The persons deployed by the contracting agency to the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against the Authority.

67. 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 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.

68. 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru.

69. The matter with regard to 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.

70. The contracting agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru 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 Prl. District & Sessions Court,

Bengaluru Rural District, Bengaluru is put to any loss/obligation, monetary or otherwise, the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru 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.

71. 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.

72. 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru or any other authority under Law.

73. The contracting agency shall not assign, transfer, pledge or sub-contract 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, which will be at liberty to refuse if it thinks fit. The tender is not transferable. Only one tender shall be submitted by one bidder.

74. 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 proforma prescribed.

75. 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.

76. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Laws of India.

77. The General terms and Conditions and Letter of Engagement have to be executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation.

78. A Party may change its address for notice by giving the other Party notice in writing of such change to the address.

79. 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.

80. 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;

81. 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, the successful bidder will have to extend the Bank Guarantee by that period. The Bank Guarantee shall be invoked by the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru and misrepresentations of facts/information submitted to the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru.

82. 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.

83. 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.

84. This Engagement shall come into effect on the date the letter of Engagement is signed and submitted by the Manpower Agency to the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru or the commencement of services by the successful bidder. The date the Engagement comes into effect is defined as the Effective Date.

85. 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.

86. 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.

87. 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.

88. 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 pro-rata basis, under the terms and conditions of this Engagement.

89. 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.

90. The Bidder shall not engage either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them.

91. The contracting agency shall submit the monthly bills in triplicate enclosing the certificates as mentioned in this RFP and 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 under the relevant head of account 2014-00-103-0-03.

92. The Tax Deduction at Source (TDS) 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.

93. 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. Additionally, payment against the bill will not be made to the Service provider, until copies of salary slips issued to their employees in their company/firm letterheads, after making payment towards salaries, counter signed by each employee, are produced before the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru.

94. The contracting agency has to ensure the remittance of the salary before 10th day of every subsequent month to the personnel deployed by them in the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, by issuing salary slips. Proper documentation shall be maintained at the end of Service provider, in this regard.

95. Whenever there is a revision in the rules of Minimum wages, the subsequent effect shall be applicable only after written letter from the service provider, to be placed before the Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru, to be implemented after the approval of the Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru, after the completion of next working month and no arrears will be provided to the Service Provider in this regard.

96. 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, then the same shall be filtered and a final statement be furnished. Otherwise, a certificate from a Registered Company Secretary 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru.

97. 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.

98. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru may have to incur to carry out bidding process for the execution of the balance of the contract.

99. A Pre-bid meeting is scheduled on the date and time as mentioned in this document and attendance to this meeting will be compulsory. A certificate of attendance will be issued, on the day of the meeting, which must compulsorily be uploaded in relevant space of KPP portal.

    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. The bidders who fail to attend the meeting on the said date, may at the discretion of the Prl. District & Sessions Judge / Chief Administrative Officer, District & Sessions Court, Bengaluru Rural District, Bengaluru obtain exemption certificate, before the last date to apply for Tender and the same must be uploaded in suitable space on KPP portal. Providing of such attendance/exemption certificate is at the

discretion of the Prl. District & Sessions Judge / Chief Administrative Officer, District & Sessions Court, Bengaluru Rural District, Bengaluru and the same is not challengeable in any case.
The issuance of Pre-bid meeting participation certificate is not a matter of right to every person/representative who attends the meeting.

100. Tenderer should not have been declared ineligible for corrupt and fraudulent practices by any of the Offices of Government of Karnataka. The Tenderer shall furnish a non-blacklisting declaration that the agency has not been blacklisted in the past by any Govt. or PSUs in Karnataka.

101. Upon opening of Financial Bid Cover on the KPP Portal, the Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru, 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. If at cases, wherein any or some of the bidders, who were ineligible or disqualified on Technical basis, emerge as lowest bidders after Financial Opening, such commercial proposals are bound to be rejected and the tender will be awarded to the non-L1 bidder, notwithstanding anything given in KTPP Act or KTPP Rules.

102. The E.M.D. will be returned to the unsuccessful bidder through the KPP portal. The EMD of successful bidder will be refunded at end of the Tender period on satisfactory service.

103. The Contract will be awarded to the successful Bidder whose Bid has been determined to be substantially responsive, competitive, having 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 Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru.

104. 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

Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, as per the circular No. ಸಿಆಸುಇ 06 ಸೆನೆನಿ 2024 dated 20.05.2024 of the Government of Karnataka.

105. In case of any deviations/aberrations/variation from the terms stipulated in the whole Tender document or the annexures, orders passed in pre-bid meeting and associated documents, or intentional attempt to feed inappropriate/irrelevant data, so as to postpone/nullify the whole Tender, the Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru, may take suitable action, as per law and further prevent the participation in upcoming Tenders from this Office.

106. In case any dispute arises, after exhausting discussion and negotiation, if any, dispute among the parties arising out of this contract or otherwise shall be settled by arbitration in accordance Arbitration and Conciliation Act and the Arbitration Centre – Karnataka (Domestic & International) Rules at Arbitration Centre – Karnataka (Domestic & International) established under the aegis of the High Court of Karnataka, Bengaluru on 3rd Floor, 'Khanija Bhavan' (East Wing), Race Course Road, Bangalore, vide G.O. No. LAW 273 LAC 2012 dated 06.12.2012. Judgment upon the award rendered by the Arbitrator may be entered in court having venue and jurisdiction at Bangalore. This Agreement is to be construed in accordance with the laws of the State of Karnataka.

107. The acceptance of work order shall constitute signing of the agreement. Once the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, notifies the successful Bidder that its bid has been accepted, it is the responsibility of the successful Bidder to draft the Agreement after obtaining the proforma from the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, incorporating all points as per this Tender notification and produce the agreement copy drafted on stamp paper of appropriate stamp amount, as per the clauses of Contract Law.

108. The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the Authority of the District & Sessions Court, Bengaluru Rural District, Bengaluru with such

penalties as specified in the tender document and the Agreement. For any such termination, the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, reserves the right to blacklist the bidder from participation in the tender for a period of 4 years.

BY ORDER OF THE PRL. DISTRICT JUDGE,

Sd/-
I/c. Chief Administrative Officer,
District & Sessions Court,
Bengaluru Rural District, Bengaluru

Copy forwarded through e-mail, for wide Publication:

1. The Registrar General, Hon'ble High Court of Karnataka, Bengaluru, with a covering letter, requesting to publish the same in the official website of the High Court of Karnataka
2. The Prl. City Civil & Sessions Judge, Bengaluru City
3. The Chief Judge, Court of Small Causes, Bengaluru
4. All the Prl. District & Sessions Judges of Karnataka
5. All the Courts of this unit
6. 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.
7. The Computer Branch of this office - to Web Host on the Bengaluru Rural District Judiciary Website
8. Notice Boards
9. Office Copy

LIST OF DOCUMENTS TO UPLOAD AND
TO 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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru. This document is only for guidance]

Sl. No.	Document Name	Description	Annexure No.	Uploading Compulsory
1	Company Contact Information as per Annexure-1		**1**	**Yes**
2	Self-Declaration Of Non Blacklist		**2**	**Yes**
3	GST Registration Certificate			**Yes**
4	Company Registration Certificate			**Yes**
5	Registration and Licence No. under Contract Labour (R&A) Act, 1970 i.e., Form-C			**Yes**
6	Registration Certificate issued by EPFO Authority			**Yes**
7	Registration Certificate issued by ESI Authority			**Yes**
8	Experience Certificate issued by previous employer or Self Declaration, if such certificate not available			**Yes**
9	Technical Proposal Submission Form		**3**	**Yes**
10	Unconditional Acceptance Letter of Terms and Conditions of Tender		**4**	**Yes**
11	Commercial Proposal		**5**	No
12	Pre-bid Meeting Attendance/Exemption Certificate			**Yes**
13	Self-Declaration for having placed bids of service charge not less than 3.85%		**6**	**Yes**
14	Responsiveness Declaration		**7**	**Yes**
15	Detailed breakup of cost of services including taxes and charges. ***(To be provided only after Financial Opening)***			No

Annexure-01

Company Contact Information

Sl. No.	Item description	Details
1	Business Name of the company and postal address of Registered office	
2	Alternate address of company / bidder (as mentioned in other tenders)	
3	Contact Information:- • Permanent Landline No./No.s: • Mobile No. of the Proprietor: • e-mail address of the Business:	
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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru.	
6	Name and Contact No. of the Authorized Representative, who is uploading this RFP tender bids and Designation.	
7	GST No. of the firm/agency	
8	PAN No. of the firm/agency	
9	Registration and Licence No. under Contract Labour (R & A) Act, 1970	
10	EPF Registration No.	
11	ESI Registration No.	
12	Years of Experience	
13	Income Tax Return acknowledgment for last two years	
14	Bank Details Name of the Bank: Branch: IFSC Code: Telephone number:	

	Address: (Cancelled Cheque is to be enclose)	
15	K2 Recipient ID(generated at K2, if available)	

Signature of the Proprietor/Authorized Agent

Note: Copy of certificate / documents are to be enclosed for Sl. No. 07 to 13.

Annexure - 02

SELF DECLARATION OF NON-BLACKLISTING

I, Sri/Smt._____ s/o or d/o Sri/Smt._____, being the Proprietor/Authorized Representative/Agent of M/s _____ (Name of the firm/agency) hereby declare that the above said firm is not blacklisted in the last 5 years.

It is hereby further submitted that the above said information and any other information, documents provided during the course of the application showing interest to participate in this Tender, is true and I fully bear consequences of all the mis-representation, if so, arising out in any near future.

Signature of the Proprietor/Authorized Agent

Annexure 03

Technical Proposal Submission Form

To,

The Chief Administrative Officer,
District & Sessions Court,
Bengaluru Rural District,
Bengaluru – 560 009

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 Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, in accordance with your Request for Proposal dated __/__/2025, 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 Prl. District & Sessions Court, Bengaluru Rural District, 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 Prl. District & Sessions Court, Bengaluru Rural District, 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 are engaged for providing the services to the Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, 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 ..... (Company Name) has not been banned from carrying out business either with the entire Government of India, Government of Karnataka, any department of Government or any statutory/autonomous bodies, PSUs or any other entity 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 Prl. District & Sessions Court, Bengaluru Rural District, 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 Prl. District & Sessions Court, Bengaluru Rural District, 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.

Authorized Signature[In full and initials]:

Name and Title of Signatory:

Name of Company:

Seal:

Annexure 05

Commercial Proposal

Sheet 1

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

To,

The Chief Administrative Officer,
District & Sessions Court,
Bengaluru Rural District,
Bengaluru – 560009

Dear Sir:

We, the undersigned, offer to provide services for providing Manpower Services at the office of Prl. District & Sessions Court, Bengaluru Rural District, 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, 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 Signature [In full and initials]:
Name and Title of Signatory:
Name of Company:
Address:
Location:
Date:
Seal:

Annexure-5

Commercial Proposal

Sheet 2

[Strictly to be entered in respective fields provided in KPP Portal only and ***Not to be uploaded on KPP portal before Technical Evaluation stage****]*

Detailed Payment breakup for manpower services to the Court of X Addl. and XI Addl. District & Sessions Judge, (Commercial Courts), Bengaluru Rural District, Bengaluru as per Circular of the Hon'ble Government of Karnataka, Finance Department ಸಂ:ಆಇ 951 ವೆಚ್ಚ-12/2024 (FD951EXP-12-2024)-Dtd-16.01.2025											
Sl. No.	**Post**	**Basic**	**VDA**	**Employer Contribution ESI @3.25%**	**Employer Contribution EPF @13% capped at Rs.15,000/- wages**	**Service Charges @ min 3.85% to max 7.00% (Basic+VDA+ESI Contribution+ EPF Contribution)**	**Sub Total-1 (3+4+5+6+7)**	**GST @ 18% (on Sub total-1)**	**Sub Total-2 (8+9) (Cost per employee per month)**	**Number of Man power**	**Grand Total (10*11)**
1	2	3	4	5	6	7	8	9	10	11	12
1	Typist	16,564.02	2818.80	629.94	1950.00	Bidder need to specify				2	
2	Attender	13,974.62	2818.80	545.78	1950.00	Bidder need to specify				2	
3	Peon	13,974.62	2818.80	545.78	1950.00	Bidder need to specify				4	
Total for 01 month											
Total for 12 Months											

Important Note: 1. The bidder shall be expressed Service Charge in absolute terms of percentage only.

2. Price Bid shall be submitted only in dedicated fields given in the KPP Portal only. This annexure not to be uploaded or brought before the notice of the Tendering Authority in any manner, whatsoever, before Financial Evaluation.

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

1. The Service charge shall be expressed in absolute terms in rupees (INR) upto two decimal points only, (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, 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 Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, 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 Office of the Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, 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

SELF DECLARATION OF HAVING PLACED FINANCIAL BIDS SERVICE CHARGE GREATER THAN 3.85%

To

The Chief Administrative Officer,
Prl. District & Sessions Court,
Bengaluru Rural District,
Bengaluru - 560 009

We, the undersigned, declare that:

We, M/s_____(herein referred as vendor) declare that, we have placed the financial bids for the Tender:_____, of the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, in which we have entered the **Service charge greater than 3.85% and in terms of percentage only.**

Further, we declare that, our bids are liable to be rejected, at any time, if found not in accordance with the Tender Notification.

Further, I declare that, I own the responsibility of any mistakes/errors committed by the employees/agents, that I have employed for this purpose.

(Signature)
Authorized Signatory:
Name:
Designation:
Office Seal:
Place & Date:

Annexure 07
RESPONSIVENESS SELF-DECLARATION

To

The Chief Administrative Officer,
Prl. District & Sessions Court,
Bengaluru Rural District,
Bengaluru - 560 009

We, the undersigned, declare that:

We, M/s_____(herein referred as vendor) declare that, we have shown interest in the Tender:_____, of the Office of Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru, by participating through KPP portal, wherein, we declare that, we do not qualify for any appeal nor we can claim any priority in the Tender process whatsoever. Further, we declare that, our bids are liable to be rejected, at any time, if found not in accordance with the Tender Notification, it's Addendum and Corrigendum, if any, or the general guidelines issued during the pre-bid meeting.

We further declare that, mere attending the pre-bid meeting does not automatically make me/my firm/ my company, eligible for issuing the attendance certificate, and is not a matter of right.

We further declare that, in case of any deviations/aberrations/ variation from the terms stipulated in the whole Tender document or the annexures, orders passed in pre-bid meeting and associated documents, or intentional attempt to feed inappropriate/irrelevant data, so as to postpone/nullify the whole Tender, the Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru, may take suitable action, as per law and further prevent the participation in upcoming Tenders from this Office.

(Signature)
Authorized Signatory
Name :
Designation:
Office Seal:
Place & Date: