ACCTS/44/2025-26
(Part Time Menials)

Office of the
Prl. District & Sessions Judge,
Bengaluru Rural District,
Bengaluru, Dated: 22.08.2025.

e-Tender Notification

Subject: Inviting Proposals (Quotations) for providing 25 No.s Part Time Menial - Manpower Services through Outsource to the Courts of Bengaluru Rural District unit –reg.

Reference: 1. Letter No. LAW-LAC/16/2023 dated 07.03.2025 of The Chief Secretary, Department of LAW, Justice and Human Rights, Karnataka State Government, Vidhana Soudha.
2. Letter No. DJA/82/2007 dated 27.06.2025 of the Hon'ble High Court Of Karnataka, Bengaluru.
3. Office note & orders passed thereon.

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This Office invites e-Bidding Request For Proposals (Quotations) from Manpower Service providers who are interested to supply 25 No.s Part Time Menials - Manpower through Outsource to the courts of Bengaluru Rural District unit from eligible and interested Firms/Agencies/Operators having business/branch office at Bengaluru City and Bengaluru Rural Taluks, 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 on boarding of next subsequent agency. The details of the numbers of manpower required are as under:

Sl. No.	Item	Details
1.	Tender Number	ACCTS/44/2025-26
2.	Tender Number (as issued by KPPP)	HCK/2025-26/SE0079
3.	Tender Name / Services sought for:	25 No.s Part Time Menial - Manpower through Outsource to the courts of Bengaluru Rural District unit
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 or more years (total 3 years) renewable each

		year, subject to the satisfactory quality/performance or until order of accepting authority or discontinuation of the said services by the Hon'ble Government of Karnataka
6.	Bidding Mode	Service Charge in Percentage(%) upto two decimal places only
7.	Estimated Approximate Total Tender cost	Rs. 36,76,290/- per annum (Approx. Estimation based on calculations of wages as prescribed by the Government vide letter cited at reference)
8.	EMD Amount	Rs. 36,760/- (1% of the estimated cost)
9.	Billing model	Billing after completion of each calendar month, subject to the satisfactory performance. Payment will be made by the respective courts.
10.	Closing Date & Time for submission of Tender proposal	29.08.2025 at 5.00 p.m
11.	Tender Opening Date & Time	Technical: 30.08.2025 at 05.01 p.m. Financial: Upon approval of Technical Bid
12.	Office contact number & e-mail ID	080-22939382 bngrur002@gmail.com

The stipulated procedure, terms & conditions are hereunder:-

1. This invitation to bid is for Proposal for Providing 25 Nos. of Part Time Menial - Manpower through Outsource to the Office of the courts of Bengaluru Rural District unit as mentioned below from eligible and interested Firms/Agencies/Operators having business or branch office in Bengaluru Rural and Bengaluru City.

Sl. No.	Name of the court	Number of persons required
1.	Prl. District & Sessions Court, Bengaluru Rural District, Bengaluru	05
2.	Chief Judicial Magistrate, Bengaluru Rural District, Bengaluru	02
3.	Prl. Senior Civil Judge, Bengaluru Rural District, Bengaluru	03
4.	Prl. Civil Judge, Bengaluru Rural District, Bengaluru	02
5.	III Addl. District & Sessions Judge, Anekal	1

6.	Prl. Senior Civil Judge & JMFC, Anekal	1
7.	Prl. Civil Judge & JMFC, Anekal	1
8.	IV Addl. District & Sessions Judge, Doddaballapura	1
9.	Prl. Senior Civil Judge & JMFC, Doddaballapura	1
10.	Prl. Civil Judge & JMFC, Doddaballapura	1
11.	V Addl. District & Sessions Judge, Devanahalli	1
12.	Prl. Senior Civil Judge & JMFC, Devanahalli	1
13.	Prl. Civil Judge & JMFC, Devanahalli	1
14.	Senior Civil Judge & JMFC, Nelamangala	1
15.	Prl. Civil Judge & JMFC, Nelamangala	1
16.	Prl. Civil Judge & JMFC, Hosakote	1
17.	Prl. Civil Judge & JMFC, Krishnarajapuram	1

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 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 (%), in two decimal points, not less than 3.85% only. No other value and in no other units to be entered in this regard.

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. Manual bids will not be accepted.

6. Multiple bids shall not be submitted by one bidder or bidders having business relationship. Under no circumstance will father/mother and his/her son(s)/daughter(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.

7. Bidder who has downloaded the notification document 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 Bidder will be liable to be blacklisted from doing business with the Bengaluru Rural District unit.

8. 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.

9. In case of conflicting information with regard to scheduled dates, costs and other details, among Tender Document and the data shown on KPP website, the information contained in the Tender Document-Brief Table is considered final, for all purpose.

10. The Bidders shall submit an EMD (Earnest Money Deposit)/Bid Security amount of Rs. 36,760/-, 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. No proposals would be accepted without the EMD amount in the prescribed method.

11. 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) 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 Judge, 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.

12. 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.

13. 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.

14. 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 in to one single .pdf file.

15. 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 Judge 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 Judge Court, Bengaluru Rural District, Bengaluru and Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

16. 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.

17. Prices quoted must be full and final and shall not be subject to any upward modifications, on any account whatsoever throughout the contract, except after increment as a result of the revision of wages and statutory benefits. 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. 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.

18. Bid must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized by the bidder 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 Prl. District & Sessions Judge Court, Bengaluru Rural District, Bengaluru.

19. Un-signed, un-stamped and without certificate for authorized person, bid will not be accepted. The bid shall contain any 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.

20. The evaluation will be done in two phases i.e., Technical and Commercial evaluation, by the Tender Inviting Authority i.e,. Chief Administrative Officer, District & Sessions Court, Bengaluru Rural District, Bengaluru & The Accepting Authority i.e., Hon'ble Prl. District & Sessions Judge Court, Bengaluru Rural District, Bengaluru, as designated by Hon'ble High Court Of Karnataka, Bengaluru. Any time during the process of evaluation the Office of the Prl. District & Sessions Judge Court, Bengaluru Rural District, Bengaluru, may seek specific clarifications from any or all Bidders on the recommendation of Tender Inviting & Accepting Authority. The Evaluating Authority due to paucity of time may seek such clarification over Telephone call

or e-mail. And in case the bidder does not respond back within 24 hours of placing of Telephone call and/or sending e-mail(both in case of successful or unsuccessful communication).

21. The Tender Inviting & Accepting Authority will first evaluate the Technical Proposal as per the Technical Qualification Criteria mentioned below. The Technical proposal will 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 Act	a) Self-attested copy of Certificate of Incorporation or Registration or License as the case may be. b) Self-attested copies of valid GST Registration Certification and PAN Card Number
2.	Experience	The Bidder should have a prior experience 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 8 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 the any department under Karnataka Government, State Government, Central Government or the Ministry of Electronics & IT, Govt. of India 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.	Certificate / Declaration from the Authorized Signatory

Important Note:

a. The Office of The Prl. District & Sessions Judge Court, Bengaluru Rural District, Bengaluru, will hold right to seek clarification/original documentary evidence on any of the submitted documents at any point during the evaluation. Bidders shall submit supporting documents if required during the evaluation.

b. The Office of The Prl. District & Sessions Judge 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 Judge 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.

22. The Commercial Bids of only those bidders who are technically qualified will be opened in KPP Portal on the date and time mentioned by The Office of The Prl. District & Sessions Judge Court, Bengaluru Rural District, Bengaluru. The Commercial Bids will 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 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(%) units only between the range 3.85% to 7% on the wages, i.e., on salary, upto two decimal points only, 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, or act in such a way to directly or indirectly cause such information to be brought to the notice of the above said authorities. In case more than one identical-lowest qualifying commercial bids are available, the decision of The Hon'ble Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru, in this regard shall be final.

24. While neither the KPP portal nor the Tendering process requires the Complete Commercial costs to be entered, some of the items, that should be accounted are:

    - 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 Judge Court, Bengaluru Rural District, Bengaluru, shall reimburse the remunerations of manpower 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.

25. The Office of The Prl. District & Sessions Judge 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.

26. The Office of The Prl. District & Sessions Judge 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.

27. The Office of The Prl. District & Sessions Judge Court, Bengaluru Rural District, Bengaluru, will notify through issuance of work order to 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 the same, the bidder has to render his acceptance of work order. The work order will constitute the acceptance of the Terms and Conditions as mentioned in the Tender document, upon the successful Bidder's furnishing of performance security.

28. The Office of The Prl. District & Sessions Judge 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 portal.

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 Prl. District & Sessions Judge 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.

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

31. The Office of The Prl. District & Sessions Judge 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 responsiveness, 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 Judge 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 Judge 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.

32. At any time prior to the last date and time for receipt of bids, the Office of the Prl. District & Sessions Judge 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 Judge 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 Judge Court, Bengaluru Rural District, Bengaluru, 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:

   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;

34. A prospective Bidder requiring any clarification of the Bid Document may notify the Office of the Prl. District & Sessions Judge Court, Bengaluru Rural District, Bengaluru in writing and/or to the e-mail addresses - bngrur002@gmail.com. The queries shall follow the format as follows:

Sl. No.	Para No. / Sub-para No. / Clause No.	Page number	Existing provision in the clause	Clarification Sought

The Office of The Prl. District & Sessions Judge Court, Bengaluru Rural District, Bengaluru will respond, to request for clarifications of the Bid Document, received not later than the date prescribed. The Office of The Prl. District & Sessions Judge 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 Judge Court, Bengaluru Rural District, Bengaluru, to ensure effective and speedier communication, especially 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. 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.

Cadre= Part Time Menial

Role & Responsibility

i. To clean and maintain the Building (In & Around) premises of Courts of Bengaluru Rural District unit.
ii. To mark attendance on every working day.
iii. To attend duty on other timings and days apart from the regular Court working days, at no extra payment, whatsoever.
iv. The work timings of the employees are not specified/ not available at this Office, during the preparation of the Tender Document.

Qualification & Experience

i. No qualification/experience/age limit has been made mandatory or such statute, found by this Office, at the time of preparing this document for the said Job. If any found, will be implemented, prospectively.

37. The wages, as prescribed by the Hon'ble Government, cited at reference, to be paid on monthly basis to each of the personnel which is mandatorily required to be paid by the Agency is indicated below:

Detailed Payment breakup for Part Time Menial manpower services to the courts of Bengaluru Rural District unit							
1	2	3	4	5	6	7	8
Wages as per above letter dated 07.03.2025	Service Charge on wages (Min.3.85%)	Sub-Total	GST on Sub-Total @18%	Total =3+4	No. of Staff	Grand Total =5x6 per month	Grand Total Per Annum
Rs.10,000	Rs.385	Rs.10,385	Rs.1869	Rs.12,254	25	Rs.3,06,358	Rs.36,76,290

38. The Part Time Menial employees do not enjoy any rights or lien, whatsoever with regard to their employment or any benefits arising out of it and may be curtailed from their services at any point of time,

without any intimation or without providing any reason, by the Prl. District & Sessions Judge Court, Bengaluru Rural District, Bengaluru.

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, 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 Hon'ble Prl. District & Sessions Judge Court, Bengaluru Rural District, Bengaluru, to be implemented, after the approval of the Hon'ble Prl. District & Sessions Judge Court, Bengaluru Rural District, Bengaluru, after the completion of next working month and no arrears will be provided to the Service Provider in this regard.

40. 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 divulged any such funds. Any such funds lying unutilized, shall be returned or be matched in the next monthly bill.

41. 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. The reimbursements shall be processed only after due intimation to this Office, along with proof of contribution, made towards the Employees account.

42. The manpower deployed under the contract shall not be entitled to any leaves. In case of prolonged absence of the employee with intimation, the Service Provider shall provide substitute. The manpower will be discharged from service, if found to be absent without intimation, without any communication to the employee or the Service provider.

43. The Agency shall be solely responsible for hiring of suitable and efficient manpower resources for the courts of Bengaluru Rural District unit. No additional cost shall be paid for hiring of manpower.

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.

45. 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.

46. 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

47. 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.

48. The Part Time Menial Employees will be detailed to work at respective areas, for limited time on any given day as per the prevailing statues or rules. Besides this, the Office of Prl. 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 attendance report maintained at Accounts Branch of this office are considered for making payroll and the report so provided is final.

49. The said attendance report will 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.

50. 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.

51. 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, Bengaluruand are strictly bound by it.

52. 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, Bengaluruand 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. Certificate of verification of antecedents of persons by local police authority including background verification.
d. Detailed proof of identity like Aadhaar, driving license, bank account details, proof of residence and recent photograph of the personnel deployed.

53. 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.

54. 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.

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

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

57. 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.

58. 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.

59. 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.

60. 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 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 apron indicating the name of the Outsource agency 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.

61. The contracting agency shall nominate a Coordinator to the Office Prl. District & Sessions Judge, 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.

62. 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 Judge, 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, Bengalurushall, in no way, be responsible for settlement of such issues whatsoever.

63. 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.

64. 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 Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru. 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.

65. 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.

66. The contracting agency, if applicable, 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 to the courts of Bengaluru Rural District.

67. 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.

68. 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.

69. 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.

70. 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 Judge, Bengaluru Rural District, Bengaluru or any other authority under Law.

71. 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 Judge, Bengaluru Rural District, Bengaluru, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one bidder.

72. 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.

73. 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.

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

75. 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.

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

77. 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;

78. 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;

    a. Within 7 days after the issuance of work order by the Purchaser to the Bidder, the successful Bidder shall furnish a Bank Guarantee towards performance security which shall be five percent of the total contract value specified in the tender document, 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 Judge, 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 Judge, 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 Judge, Bengaluru Rural District, Bengaluru and Misrepresentations of facts/information submitted to this office.

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 this Office, to inspect the same and make copies thereof, as well as to have them audited by inspectors/auditors appointed by this Office, if so required.

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 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.

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 pro-rata 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. 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 Judge, Bengaluru Rural District, Bengaluru.

91. 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 Judge, Bengaluru Rural District, Bengaluru, by issuing salary slips. Proper documentation shall be maintained at the end of Service provider, in this regard.

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

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 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.

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

96. Upon opening of Financial Bid Cover on the KPP Portal, The Prl. District & Sessions Judge Court, 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.

97. 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.

98. 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 Prl. District & Sessions Judge Court, Bengaluru Rural District, Bengaluru.

99. In cases of multiple bidders placed at L1 position and since the said work service cannot be split, only 1 Bidder among the L1 position holders will be awarded the said work service. Since there is no relevant statutes/G.O/rules/Memorandum in place, with regard to

the procedure and criteria in arriving at awarding the said Tender to only 1 agency among the equally placed bidder, the Tender committee and the Hon'ble Prl. District & Sessions Judge Court, Bengaluru Rural District, Bengaluru, will execute their discretionary power.

100. The Reservation Rules and Roster, if applicable, shall be followed at the end of the service provider.

101. The personnel provided by the agency may be deputed by this Office to any of the Court Complexes of this unit, at any point of time, without informing the agency, in view of administrative reasons and the same shall not be challenged. No additional remuneration / allowances will be provided in this regard.

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

103. In case of 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 with the Arbitration Centre –Karnataka, (Domestic & International) Acts and rules and has been 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.

104. The acceptance of work order shall constitute signing of the agreement. Once the Office of Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru, notifies the successful Bidder that its bid has been accepted simultaneously, it is the responsibility of the successful Bidder to draft the Agreement after obtaining the proforma from the Office of Prl. District & Sessions Judge, 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.

105. Refunds to unsuccessful bidders will be issued only after the completion of the procedure of onboarding of the agency. Subsequently, Results Notification will be published only after the above said completion of procedure. If the successful bidder fails to comply and reach the above said stage, within the stipulated time, then the Hon'ble Prl. District & Sessions Judge Court, Bengaluru

Rural District, Bengaluru, reserves right to proceed ahead engaging next eligible-subsequent identical bidder L1 Bidder, for awarding of Tender and commencement of Work Services.

106. 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 Prl. District & Sessions Judge, Bengaluru Rural District, Bengaluru with such penalties as specified in the tender document and the Agreement. For any such termination, The Prl. District & Sessions Judge, 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,

I/C Chief Administrative Officer,
District & Sessions Court,
Bengaluru Rural District, Bengaluru.

Chief Administrative Officer
District & Sessions Court,
Bangalore Rural District,
Bangalore

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. City Civil & Sessions Judge, Bengaluru City.
3. The Chief Metropolitan Magistrate, Bengaluru.
4. The Registrar, Court of Small Causes, Bengaluru.
5. 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.
6. The Software Technician, District & Sessions Court, Bengaluru Rural District, Bengaluru:- to Web Host on the Bengaluru Rural District Judiciary Website.
7. Notice Boards
8. Office Copy