



SARVA SHIKSHA ABHIYAN

Karnataka - Bangalore

“E-TENDER NOTIFICATION”

To provide the services of Manpower such as Drivers, Group “D”, Electrician, Security Guard & House Keepers to State Office.

TENDER DOCUMENT

Address for communication

STATE PROJECT DIRECTOR
SSA, Karnataka, Nrupatunga Road,
Bangalore _01
Email: ssakarnataka@gmail.com
Website: www.ssakarnataka.gov.in

Phone No: 22483038

Fax No: 22104179
22126718

Notification Date: 29.06.2013

SARVA SHIKSHA ABHIYAN SAMITHI - KARNATAKA
O/o the State Project Director, Annex Building, Nrupatunga Road, Bangalore-1

Invitation for Providing the services of Manpower like Drivers, Group "D", Electrician, Security Guard & House Keepers to State Office.

- (1) A Tender has been invited in the prescribed format from consulting firms/ companies/ Organisations for providing services of Manpower like Drivers, Group "D", Electrician, Security Guard & House Keepers to State Office on indent basis. The bidder has to submit the proposal along with EMD of **Rs.70,000/-**

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

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

The bidders will be required to register themselves with the centre for E-Governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website: <http://www.eproc.karnataka.gov.in>. Necessary training and hands on experience in handling e procurement system could be obtained from the centre for E-Governance and could also be obtained over telephone at **080 22371090 & 080 25501216**

- (2) The pre-proposal conference will be held at SPO, SSA, Bangalore on **06.07.2013 at 3.00 PM.**
- (3) The Completed document "Request for Proposal" should be submitted on or before **29.07.2013** through e-procurement website only The technical proposal will be opened on **30.07.2013 at 5.00 PM.**
- (4) For further details contact the **Joint Director (Admin), SSA** during office hours or call Ph:080-22483038
Mobile No: 9448999423

**State Project Director,
SSA, Karnataka, Bangalore.**

SARVA SHIKSHA ABHIYAN SAMITHI - KARNATAKA
O/o the State Project Director, Nrupatunga Road, Bangalore-1

A Brief information on “REQUEST FOR PROPOSAL” (RFP)

1. Under SSA programme this is the RFP to procure services of Manpower to State Office on indent basis.

Details of approximate number of Manpower to be provided by the agency to State project office are as shown below.

- (1) Drivers - 10
- (2) Group D – 15
- (3) Security Guard - 2
- (4) Electrician - 1
- (5) House Keepers – 4

2. Proposals in Electronic Form are invited from professional **Firms/ Companies/ Organisations** to participate in the tender for providing the services of Manpower to State Office.

3. The proposal to be submitted along with Earnest Money Deposit (EMD) of **Rs.70,000/-** The EMD shall be kept valid for at least 45 days in addition to the Proposal Validity Period and would need to be extended, if so required by the SSA Samithi, for any extension in Proposal Validity Period.

3.1 The Bid Security should be credited to the account of Centre for E-Governance

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

The Bidders' bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GOK's central pooling account held at ICICI Bank

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

- a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at ICICI Bank until the contract is closed.
- b) The entire EMD amount for a particular tender has to be paid in a single transaction.

3.2 The EMD shall be returned to the unsuccessful Bidders within a period of eight (8) weeks from the date of announcement of the Successful Bidder. The EMD submitted by the Successful Bidder shall be released upon furnishing the Performance Security in the required form and manner as stipulated in the Agreement.

3.3 The EMD shall be forfeited in the following cases:

- a) If the Bidder modifies or withdraws the Proposal;
- b) If the Bidder withdraws the Proposal during the interval between the Proposal due date and expiration period of the Proposal Validity period;
- c) If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by the SSA Samithi
- d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;
- e) If the successful Bidder fails to provide the suitable candidates within the stipulated time.

4. The letter of invitation, terms of reference and information for bidders are enumerated in this request for proposal.

LETTER FOR INVITATION

Sir,

Sub: Request for proposal to procure the services of Manpower to State Office on indent basis.

1. You are here by invited to submit Technical and Financial proposal for providing services of personnel to work as Group “D” & various other posts in the State office. The services proposed to be obtained initially up to **31.03.2014** from date of execution of MOU.

2 Introduction

Sarva Shiksha Abhiyan Samithi, Karnataka, is implementing the programme “Sarva Shiksha Abhiyan” in Karnataka through its district and block offices. The main objective of this scheme is universalisation of Elementary Education. Sarva Shiksha Abhiyan Samithi is using the Information Technology for the implementation of various activities in the state.

Sarva Shiksha Abhiyan Samithi intends to procure the services of the DRIVERS, GROUP D SERVANTS, ELECTRICIAN, SECURITY GUARD AND HOUSE KEEPEING STAFF for easy and smooth flow of the work in its office at Annex building, Nrupathunga Road, Bangalore. The DRIVERS, GROUP D SERVANTS, ELECTRICIAN, SECURITY GUARD AND HOUSE KEEPING STAFF will have to work at the State Project Office on all the working days during the office hours and discharge the duties assigned to her/him by the authorized officers in the State Project Office.

Proposals are invited from the firms or agencies having experience in providing manpower resources such as providing the services of DRIVERS, GROUP D SERVANTS, ELECTRICIAN, SECURITY GUARD AND HOUSE KEEPEING STAFF to the State Project Office as per the requirements in Appendix-G of this Bid document.

3. The request for proposal contains the following documents.

- ❖ Terms of References
- ❖ Technical Proposal
- ❖ Financial Proposal

4. In order to obtain more information on the assignment, it is considered to be desirable that a representative of your firm visits the office of the State Project Director, SSA Karnataka, Bangalore before the proposal is submitted. Your representative may meet the **Joint Director (Admin), Office of the State Project Director, Karnataka, Nrupathunga Road, Bangalore.**
5. A pre-proposal conference open to all prospective Bidders will be held on **06.07.2013 at 3.00 PM** at State Project Office, SSA, Annex Building,

Nrupatunga Road, Bangalore. The Prospective agencies/ firm/ company will have an opportunity to obtain clarification regarding the scope of work, terms of reference, contract conditions and any other pertinent information.

6. Eligibility for bidder

- 6.1** The bidder must have a company registered under the provisions of the Companies Act or a firm registered in Karnataka with the competent Authority. Minimum period of 3 years.
- 6.2** Company should have been in the business of providing man power related professions at least for the last two years.
- 6.3** Company should have an average annual turn over of Rs.20 lakhs during each of the past two audited years 2011-12, 2012-13.
- 6.4** Company should have a Certificate of legal status, place of registration and principal place of business of the firm, renewal of registration should be produced.
- 6.5** Company should have a Service tax Registration and Service tax returns filed in the last two financial years 2011-12, 2012-13.
- 6.6** Company should have an acknowledgement of Income tax returns filed in the last 02 Years ie. 2011-12, 2012-13.
- 6.7** The firm should have provided the services of Manpower like Drivers, 'D' groups, Electrician, Security & House keepers Etc., for out sourcing to a single office for 2 years.
- 6.7(a)** The Private Security Agency should have register their firm as per the Private Security Agencies (Regulation) Act 2005 & the Private Security Agencies (Karnataka) Rules 2008.
- 6.8** The "TECHNICAL PROPOSAL" include the description of the firm/ organization, the firm's general experience in the field of assignment, qualification and competency of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to suggested terms of reference. The bidder should be registered under the following Act.

(1) Labour Act, (2) Employees EPF Act, (3) ESI Act, (4) Income Tax Act, (5) Sales Tax Act.
- 6.9 FINANCIAL PROPOSAL-** In the financial proposal the rate of tender should be in words and figures. In the financial tender the agency should quote the service charge with respect to each category. This service charge should be calculated on the total remuneration (Basic + allowance) on the percentage basis. The tenderer who quote the lowest service charge will be the successful bidder.

- 6.10** They should submit attested copies regarding the registration of Manpower under labour act, Employees EPF act, ESI act, Income tax act, sales tax act, etc.,
- 6.11** They should submit Certificate regarding satisfactory services for the supply of Manpower to Govt. Department and non government offices.

7 Opening of Proposal:

The proposals containing technical proposal will be opened by the State Project Director, SSA, Karnataka, Bangalore or his authorised representative in his office on **30.07.2013 at 5.00 PM** in the e-form. It may please be noted that the Financial Proposal containing the detailed price offer will be opened after completion of technical evaluation.

- 8.** Please note that the State Project Director, SSA, Karnataka, Bangalore, is at full liberty to reject the RFP without assigning any reason. Further, as quality is the principal selection criterion, the State Project Director, SSA, Karnataka, Bangalore is not bound in any way to select the firm offering the lowest price and will have all the right to reject RFP though the firm offered the lowest price.
- 8.1** The successful Bidder will be required to furnish Performance Security in the form of DD/Bank Guarantee equal to 5% of the contract value. Successful bidders are required to execute an agreement with SPD.
- 8.2** The successful bidder has to ensure that manpower provided has not worked with the State Project Office more than 2 years in a span of 3 last years.
- 9.** You are requested to hold your proposal valid for 90days from the date of submission without changing the personnel proposed for the assignment and your proposed price. The State Project Director, SSA, Karnataka, Bangalore will make best efforts to select a Bidder within this period
- 10.** The payment payable under this assignment will be subject to normal tax liability in India
- 11** We would appreciate if you inform us the following by Telex/E-mail.
- a) Your acknowledgement of the receipt of this letter of invitation.
- b) Whether or not you will be submitting a proposal.

Yours faithfully,

**State Project Director
Sarva Shiksha Abhiyan-Karnataka
Nrupathunga Road, Bangalore**

Enclosures:

1. Terms of References
2. General conditions of contract

General conditions of contract

1. General provisions

1.1 Definitions

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

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

1.2 Law Governing the contract

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

1.2 Language

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

1.3 Notices

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

1.4 Taxes and Duties

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

2. Commencement, Completion, Modification and Termination of contract

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

The successful Bidder shall begin carrying out the services within Thirty (30) days after the date the contract becomes effective, or at such other date as may be specified by the clients.

2.3 Modification

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

2.4 Force Majeure

2.4.1 Definitions

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

2.4.2 No Breach of contract

The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract 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 contract, and (b) has informed the other party as soon as possible about the occurrence of such an event.

2.5 Termination

2.5.1 By the Client

The client may terminate this contract, by not less than thirty (30) days’ written notice of termination to the Bidders and sixty (60) days’ in the case of the event referred to in (b): (a) If the successful Bidder do not find a remedy for the failure in the performance of their obligations under the contract, within thirty(30) days of receipt after being notified or within such further period as the client may have subsequently approved in writing; b) If the client, in its sole, discretion and for any reason whatsoever, decides to terminate this contract.

2.5.2 By the Bidder

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

- a) If the client fails to pay any amount due to the bidder pursuant to this contract with in forty-five (45) days after receiving written notice from the Agency that such payment is overdue;
- b) If the client is in material breach of its obligations pursuant to this contract and has not remedied the same with in forty-five(45) days or such a longer period as the Bidders may have subsequently approved in writing following the receipt by the client of the Bidders’ notice specifying such breach;

2.5.3 Payment upon Termination

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

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

2.5.4 Disputes about events of termination

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

3. *Obligations of the Bidders*

3.1 General

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

3.2 Conflict of Interests

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

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

3.2.2 Prohibition of conflict activities

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

- a) During the term of this contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this contract; and
- b) After the termination of this contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Bidders and their personnel or either of them shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract or the client's business or operations without the prior written consent of the client.

4. Bidder's personnel and Partners

4.1 General

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

5. Payment

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

6. Payments to the Bidders:

6.1 Currency of payment:

All payments shall be made in Indian Rupees.

7. Settlement of Disputes

7.1 Amicable settlement

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

7.2 Dispute Settlement

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

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

TERMS OF REFERENCE FOR PROVIDING GROUP “D” & OTHERS SERVICES TO STATE OFFICE

1. BACKGROUND :

The Sarva Shiksha Abhiyan Samithi - Karnataka is a registered society which is implementing the centrally sponsored programme of Sarva Shiksha Abhiyan (SSA) to attain the goal of Universalization of elementary education in all the districts of Karnataka state for which funds are shared between the Government of India and State Government.

2. TERMS & CONDITIONS OF THE SERVICE:

- 1) The Selected candidates would be required to be present and work in the State Project Office on all working days and discharge their duties to the satisfaction of the officers under whom they would be allotted to work. The security guards should work in two shifts.
- 2) The candidates should be prepared to work even before and beyond office hours and also on Government holidays in case the situation so demands for the completion of a particular task.
- 3) The candidates would be eligible for 12 days Casual Leave during a year subject to 1 day for every completed service of 1 month. However the candidates would be required to get the prior approval and sanction of the head of the office to avail of such Casual Leaves. In case the candidate for whatever reason absents herself/himself from the duties beyond the eligible leave, such candidates should be replaced by the agency.
- 4) The DRIVERS, GROUP D SERVANTS, ELECTRICIAN, SECURITY GUARD AND HOUSE KEEPING STAFF so provided by the agency will not in any way be considered as Government Employees and will not be eligible for any benefits that are available to the Government Employees.
- 5) In case the candidate provided by the agency fails to discharge the duties assigned to her/him to the satisfaction of the concerned head of the office, the agency would be required to replace the candidate/s within 15 days from the date of intimation to this effect.
- 6) Sarva Shiksha Abhiyan Samithi will not be in any way directly or vicariously liable for any injury or damage caused at work place and on work anywhere to the DRIVERS, GROUP D SERVANTS, ELECTRICIAN, SECURITY GUARD AND HOUSE KEEPING STAFF provided by the agency.
- 7) The agency shall be required to pay the monthly payment to the candidates as per the minimum wages prescribed under the provisions of the acts and rules in India and Karnataka and the agency can quote their price bids keeping in view the service charges, other benefits to be passed on to the DRIVERS, GROUP D SERVANTS, ELECTRICIAN, SECURITY GUARD AND HOUSE KEEPING STAFF as per applicable laws and taxes.

- 8) Sarva Shiksha Abhiyan Samithi would bear the travelling costs at actual limited to "Sleeper class" in case the mode of journey is by train or to "Super deluxe" in case the journey is by bus for the journeys to be undertaken by the DRIVERS, GROUP D SERVANTS, ELECTRICIAN, SECURITY GUARD AND HOUSE KEEPING STAFF necessitated in discharge of the duties if so assigned by this office.
- 9) The DRIVERS, GROUP D SERVANTS, ELECTRICIAN, SECURITY GUARD AND HOUSE KEEPING STAFF so deputed in connection with the duties related to this office would also be paid allowance at **Rs.50.00** for every 24 hours of stay out side the headquarters.
- 10) The agency will be solely responsible for the provision for the facilities to be provided to the candidates if any to be provided under various laws of the Constitution of India.
- 11) The payment for the DRIVERS, GROUP D SERVANTS, ELECTRICIAN, SECURITY GUARD AND HOUSE KEEPING STAFF for every completed month should be paid before 5th of succeeding month and claim the same from the State Project Director, Sarva Shiksha Abhiyan, Bangalore.
- 12) One Security Guard must work for Day time between 7.30 A.M. to 7.30 P.M & one for Night time between 7.30 PM to 7.30 AM without absent.
- 13) The Bidder should provide 2 uniforms/sarees (Khaki- Drivers, Peons- White to men and Blue to women without fail).

3. Qualification and Experience:

The Group "D", Drivers, Electrician, Security Guard & House Keeping to be posted to State offices should have qualification & experience as follows.

The successful bidder has to ensure that manpower provided has not worked with the State Project Office more than 2 years in a span of 3 last years.

Designation	Qualification	Experience
Drivers	Pass in 10 th Std. should posses driving license from the concerned dept.	3 years
Electrician	Pass in 10 th Std. with certificate course in Electric wiring issued by the Govt. Department.	1 year
Group "D"	Pass in 7 th Std. -	
Security Guard	Pass in 7 th Std. Physically fit.	2 years
House Keeper	Knowledge in Cleaning.	

4. Replacement:

- 1) Any 'D' Group Employee who intends to quit the service or if the service is found to be not satisfactory Company should be given suitable and equivalent replacement immediately without any delay.

- 2) Any 'D' Group Employee who finds to be unruly and arrogant behavior will not be tolerated. The employee who goes on strike will be viewed seriously and replaced immediately.

5. Payment to the Group "D" & Others:

1. A consolidated bill of all the Manpower will be prepared by the Firm every month and submitted to the Joint Director (Admin) of the SPO along with attendance certificate. The Joint Director (Admin) of the SPO after verifications / scrutiny of the bill will arrange payment to the Firm within reasonable time, from the date of receipt of the bill.
2. The Agency shall be required to pay the monthly payment to the candidates as above and the Agency can quote their price bids keeping in view the service charges as applicable.
3. The Agency will be solely responsible for the provision for any facilities to the candidates under any of the laws under the Constitution of India.
4. The payment for the Group "D" & Others for every completed month should be paid before 5th of succeeding month directly to the Bank Account of the concerned employees and necessary proof of the same should be submitted along with the bills.
5. The agency should submit a record of payment of ESI, EPF & Other Benefit providing to the different category of employees. Follow Appendix-G for this purpose. The net take home remuneration as specified in the pay list is mandatory to deposit the same to the employees bank account through cheque before 5th of every month.
6. The remuneration paid to the employee along with said benefit will be paid to the Agencies on a re-imburement basis every month after receipt of the bill.
6. Only specified benefit and taxes need to be deducted from the remuneration of the employee. employee receiving the gross remuneration more than 6,500/- will not come under EPF scheme.
8. Payment to the agency on re-imburement basis will be made only after submission of the bills with all details of payment as well as the certification by the respective branches of the Bank.
9. Agency has to open ESI, EPF account for every employee within 2 months of appointment, failing which the tender will be cancelled. These benefit will not be subject to deduction from the Gross Remuneration till account is opened. Gross remuneration has to be paid to the employees in full, till the account are opened. The SSA will not clear any bills till this process is completed.

10. EPF :- Employees with Gross Remuneration of Rs.6,500/- and above are exempted from EPF payment. In case of Employees less than Rs.6,500/- remuneration per month there should be deduction of 12% in the remuneration of the Employees towards the EPF payment. The SSA will contribute 13.6% of the Employee's remuneration towards EPF which sums upto 25.6% of the Employee's remuneration towards EPF. The EPF total amount so deducted should be credited to the Employees EPF account which is denoted by the EPF Department.
11. ESI :- It is not compulsory to deduct ESI for a person whose gross remuneration is more than Rs.10,000/-. ESI is compulsory for Employee drawing a gross remuneration less than Rs.10,000/-. 6.5% of ESI deduction from gross remuneration has to be made for all such Employee. This 6.5% is composed of 1.75% from Employees Remuneration and 4.75% as employers contribution. This amount has to be credited to the employees ESI account which is given by ESI Department. There should be no deduction without ESI account, such deductions will be treated as violation of tender document.
12. Employee drawing less than Rs.10,000/- gross remuneration are exempted from profession tax and others who receive higher remuneration has to pay Rs.150/- & Rs.200/- remuneration upto Rs.15,000/- and over than that respectively. These amount has to be deducted by agency every month and credited to the appropriate account of the Govt.
13. Service tax – The Agency which supplies the manpower has to pay 12.36% service tax on gross remuneration of the all the employees to the Central Govt Service tax Department. The Agency has to submit the tax paid challan every month to the SSA and then get re-imburement from SSA.
14. The Agency will make all type of payment in advance like remuneration, ESI, EPF, PT, Service tax, etc., and should submit consolidated challans, vouchers, Bank Statement for the purpose of re-imburement of payments. If delayed beyond 2 months on any account will be treated as violation of tender conditions and become liable for cancellation of tender agreement.
15. In case of deduction on account of ESI, EPF, PT, ST are made from the employee and not credited to respective account, will be liable for penal action. SSA will reserve the right to initiate the criminal proceedings against the agency.
16. The agency should not transfer or sub-lease the contract. This will be treated as violation of tender condition.
17. Employee should get the payment through bank by 5th of every month and employee should be given deduction statement every 6 months.
18. Agency should sign contract that they will obey by every condition of the tender.
19. It is the responsibility of the Agency to provide the transport facility to the security staff who works on shift system.

20. The Security staff work on shift system should sign the attendance register and also sign through biometric system maintained in the office.
21. It is the responsibility of the agency to provide uniforms to the staff provided and the employee who attend the office without uniform will be penalized and the penalty will be deducted in their respective remuneration.
22. The employee who remains absent for duties without prior permission from the office have to be replaced immediately.

6. Leave facilities:

Leave facility of One day per each calendar month is allowed to a computer programmer

TECHNICAL PROPOSAL - STANDARD FORM

APPENDIX - A

Format for Letter of Proposal

(On the Letter head of the Bidder)

Date :

To,

The State Project Director
Sarva Shiksha Abhiyan
Annex Building,
Nrupatunga Road,
Bangalore – 560 001

Sir,

Ref : Providing services of Group “D”, Drivers, Electrician, Security Guard
& House Keeping staff to the State Office.

Being duly authorized to represent and act on behalf of.....
hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of
the Proposal requirements and information provided, the undersigned hereby submits
the Proposal for the project referred above.

We confirm that our Proposal is valid for a period of 90 days from

(Proposal Due Date)

Yours faithfully,

.....

(Signature of the Authorised Signatory of Bidder)

.....

(Name and designation of the Authorised Signatory of Bidder)

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

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr./Ms. (name and residential address) who is presently employed with us and holding the position of as our or attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging providing services of Group "D" & Others to State Office of all documents and providing information / responses to the Sarva Shiksha Abhiyan, representing us in all matters before Sarva Shiksha Abhiyan, and generally dealing with Sarva Shiksha Abhiyan in all matters in connection with our bid for the said Project.

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

For
.....
.....
(Signature)
.....
(Name, Title and Address)

Accepted
.....
(Signature)
.....
(Name, Title and Address of the Attorney)

Note:

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

Details of Bidder

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

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

Details of individual (s) who will serve as the point of contact / communication for Sarva Shiksha Abhiyan Samithi:

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

Format for Statement of Experience

Experience Criterion No 1	
Name of the project	
Name, address and contact details of Client	
Scope of the project	
Scope of work of Bidder	
Date of commencement of the project	
Date of completion of the bidders scope of work	
Total billings from project for Bidder	

The above statement shall be supported by..

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

Format for Statutory Auditor Certificates

Date

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

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

Date of commencement of the project	Date of completion of the project	Billings for the bidder from the project (Rs crores)

Signature and seal

And registration number of Statutory Auditor

FINANCIAL PROPOSAL (PRICE BID)

From To

_____ The State Project Director

_____ SSA, Karnataka,

Bangalore.

Sir,

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

Sl. No	Designation / Qualification	Number of Personnel	Minimum Remuneration fixed to the Candidate	Proposed Price including remuneration, all taxes, service charges and other statutory obligations if any for providing each Employee for every month. (Refer Appendix-G for details)
1	2	4	3	5
1	Drivers – Pass in SSLC and should possess driving license from the concerned dept.	10	8038	
2	Electrician – Pass in SSLC and must have certificate in Electrical wiring issued by the Govt. Department.	1	5300	
3	Group “D” Employees – Pass in 7 th Std.	15	5300	
4	Security Guard – Pass in 7 th Std and possess physical fitness	2	5300	
5	House Keeper – Knowledge in Cleaning.	4	4783	

Signature of the Authorised Signatory.
Name and Designation
Address

Note:

1. In case of discrepancy between amounts quoted in price proposal, the amount quoted in words is taken as final price for evaluation

APPENDIX-G

Remuneration Components for Outsourcing staff with all contributions and deductions

Sl. No	Details	Drivers	Group D	Security	Electrician	House Keepers
1	Remuneration	8181	6146	6146	6146	5545
	Total-A	8181	6146	6146	6146	5545
Deduction Employee contribution						
	EPF 12%	-	738	738	738	665
3	ESI 1.75% (Gross Pay)	143	108	108	108	97
	Total Deduction	143	846	846	846	762
	Take Home Remuneration	8038	5300	5300	5300	4783
Employers share contribution						
4	EPF 13.61% remuneration	-	836	836	836	755
	ESI 4.75%	389	292	292	292	263
	Total-B	389	1128	1128	1128	1018
	Total-A+B	8570	7274	7274	7274	6563
	Service Charges					
	Service Tax 12.36%					
	Total					

Note: The calculations mentioned above are subject to modifications.