

TOBACCO BOARD:: DIRECTORATE OF AUCTIONS :: BENGALURU
(GOVT. OF INDIA, MINISTRY OF COMMERCE & INDUSTRY)
DEPARTMENT OF COMMERCE

TERMS AND CONDITIONS FOR PROVIDING MANPOWER AT TOBACCO
BOARD OFFICES IN KARNATAKA FOR 2023-24

Sealed tenders are invited from reputed agencies dealing with supply of skilled/unskilled manpower for a period of one year from the date of award of contract and further as extended by Competent Authority. Outsource Manpower of the following categories are required at Tobacco Board Offices and platforms located in Karnataka as per the locations shown below:-

Sl.No.	Place	Computer Operator	Clerical Staff	Field Assistant	MTS	Area
1	Directorate of Auctions, Bangalore	-	3	-	1	A
2	RM Office, Mysuru	2	-	-	3	B
3	RM Office, Periyapatna	1	1	1	1	C
4	APF No.1, H.D.Kote	1	2	8	4	
5	APF No.2, Hunsur	1	2	8	3	
6	APF No.3, Hunsur	1	2	7	3	
7	APF No.64, Hunsur	1	2	6	3	
8	APF No.62, Chilkunda	1	3	14	5	
9	APF No.4, Periyapatna	1	2	14	4	
10	APF No.5, Periyapatna	1	2	12	4	
11	APF No.6, Periyapatna	1	2	14	4	
12	APF No.7, Ramanathapura	1	2	8	3	
13	APF No.63, Ramanathapura	1	2	7	4	
	Total:	13	25	99	42	
	Total	179 Persons				

Categorization of area

‘A’ Area refers to Bengaluru

‘B’ Area refers to Mysuru and

‘C’ Area refers to our Auction Platforms in Karnataka

The requirement of above outsource manpower may increase or decrease by 25% depending on the requirement of Tobacco Board from time to time.

The address of the offices of Tobacco Board which requires manpower is provided in **Annexure “A”** in the tender document.

1. **Tender Form** :-The interested agencies are requested to apply in the prescribed form for providing outsource personnel by paying the tender cost of **Rs.1000.00 +18% GST** (Non-refundable) by way of Demand Draft drawn in favour of **Tobacco Board** payable at Bengaluru or shall be paid in cash at Directorate of Auctions, Tobacco Board, Bengaluru, Regional Manager’s Offices, Mysuru and Periyapatna and all Auction superintendents in Karnataka.

Signature of the Tenderer

2. **Two Bid system** :-The tenders should be submitted in 2 bid system i.e. Technical Bid and Financial Bid which shall be submitted in prescribed tender forms and **so mentioned on the cover itself clearly** to demarcate both the envelopes and both to be kept in a single envelope superscribed as **“Tender for provision of outsource manpower”** and shall be dropped into the Tender Box at **the office of the Regional Manager, Tobacco Board, Mysuru only** on or **before 22/9/2023 by 11.30 A.M.** The tenders shall be opened on the same day **at 12.00 Noon** in the presence of the tenderers.

3. It may please be noted that the Tenders shall not be accepted/entertained if not received in sealed cover and if the sealed cover does not contain the above superscription.

4. **The Tenders received after due date and time shall not be accepted.**

5. **Eligibility criteria:-**

a) The agency registered with EPFO, ESIC and having GST no. and having minimum **3 years** continuous experience in providing the outsource manpower are only eligible to apply and successfully executed the contract. **Copies of the work order and satisfactory performance report duly certified by Competent Authority from the Central Government/State Government Departments & Undertakings/Public Sector Undertakings/Autonomous Bodies shall be submitted as proof. Merely submitting the Work Order shall not suffice and may be rejected during evaluation of Technical Bid.** The details for the last 3 years shall be submitted in the Performance Statement shown as **Annexure – B.**

b) The Contractor possessing experience of having successfully completed similar work in the Central Government/State Government Departments & Undertakings/Public Sector Undertakings/ Autonomous Bodies during last 3 (three) years ending last month should submit evidence regarding the following: -

1. Three similar completed works costing not less than the amount equal to 40% of the estimated cost(i.e. **Rs.1,58,01,862/-**).

(or)

2. Two similar completed works costing not less than the amount equal to 50% of the estimated cost(i.e. **Rs. 1,97,52,328/-**).

(or)

Signature of the Tenderer

3. One similar completed work costing not less than the amount equal to 80% of the estimated cost(i.e. **Rs.3,16,03,724/-**)..

And

4. Average annual turnover during last three years, ending 31st March of the previous financial year, shall be at least 30% of the estimated cost. The bidder's financial capability shall be decided based on the average annual turnover.

c) **The agency should submit Profit and Loss statement of last 3 years duly audited by Chartered Accountant.**

d) **The agency should submit an undertaking provided as Annexure "C" that it has not been blacklisted by any Government Department/Autonomous Bodies/Any Institutions. If found subsequently the contract is likely to be cancelled.**

e) The agency must submit copies of all documents required duly self – attested along with Technical Bid.

f) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid shall be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

6) Earnest Money Deposit :-Each tender form should be accompanied by an EMD of **Rs.4.00 lakhs** by way of DD drawn in favour of Director (Auctions), Tobacco Board payable at Bengaluru. The Demand Draft for cost of tender form of **Rs.1000/- (non-refundable) + 18% GST** should be enclosed along with Technical bid. **Tenders received without EMD and fee receipt will be summarily rejected.**

7) Performance Security Deposit :-The successful agency shall deposit additional amount of 5% of the contract value (-) EMD of Rs.4.00 lakhs as Performance Security Deposit (PSD) in the form of D.D favouring "Director (Auctions), Tobacco Board, Bengaluru" from Nationalized Bank within 7 days from the date of award of the contract in addition to Rs.4.00 lakhs in form of EMD available with Tobacco Board which will be converted to Performance Security Deposit for one year and which shall remain with Tobacco Board for a period of sixty days beyond the date of completion of contract and the agency shall not claim any interest on the above sum.

Signature of the Tenderer

8) EMD shall be refunded to un-successful tenderers after award of Work Order to successful tenderer and the agency shall not claim any interest on the EMD.

9) **Financial Bid:-After opening the Technical Bid, the tenderers who qualify in the Technical Bid shall be intimated to participate in Financial Bid, the date of which is to be decided by Competent Authority. The validity of offer should be given as 3 months.**

10) **Statutory obligations** :-The successful agency should be covered under the EPF, ESI Act and shall extend the benefits of PF and also shall comply with the other statutory regulations, GST, Labour Laws etc. Copies of Registration should be enclosed and original to be verified at the time of award of contract.

11) The successful agency should pay wages to employees as per Minimum Wages Act. In case there is change in Minimum Wages during execution of contract the agency should claim from Tobacco Board.

12) If a tenderer quotes Nil charges / consideration, the bid shall be treated as un-responsive and will not be considered. Therefore, the tenderer should quote a competitive profit rate for evaluation of his tender.

13) The agency shall be solely responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI and comply with all labour laws of Govt.of India.

14) Each claim/bill of the contractor must accompany names of the employee engaged, the attendance details of the month duly certified by Auction Superintendent and satisfactory performance from each Controlling Officer. Hard copy of the EPF, ESI statements along with proof of GST payment should be enclosed along with the bill.

15) The successful agency must have obtained the Labour License from Central Labour Department. Copy of the license Certificate with its validity to be enclosed along with the tender failing which the bid may likely to be rejected.

16) Each employee engaged by the contractor should maintain secrecy of the data /information dealt by him / her for which he/she will be made responsible and the contractor is also made accountable to the Tobacco Board. Any failure on this part shall be treated as breach of contract and suitable penalty may be levied by Tobacco Board which has to be accepted by the agency or there may be possibility of cancellation of contract as per the decision of the Competent Authority.

Signature of the Tenderer

17) Termination of contract:-Contract shall be terminated at any time by giving **one month notice if the service is found unsatisfactory** by the Competent Authority or by breach of contract.

18) The tenderer should enclose the Income Tax Clearance Certificate of the previous year along with the tender.

19) Due to exigencies, if the Tobacco Board management decides to increase the contract period for a further period up to 1 year, the contractor should agree to the proposal.

20) Working hours will be 8½ hours between 9.30 a.m. to 6.00 p.m. including half an hour lunch break normally from 1.30 p.m. to 2.00 pm. from Monday to Saturday during auction days and from Monday to Friday during non-auction days. However, if required the services have to be provided on Saturdays during non-auction days as per the decision of the management.

21) Memorandum of Understanding :-The successful agency has to enter into MoU with Tobacco Board before commencing the work on Rs.100/- non judicial stamp paper.

22) Payment:- The agency should make the payment to the staff engaged **before 7th day of the following month** and shall only be credited to their respective Bank A/c. **Failure to do so will attract penalty @ 2% for each day of delay, which will be deducted from the Agency's service charges of that particular month's bill.**

23) In case the outsourced personnel are absent, pro-rata deduction shall be made from his pay assuming a month of 26 days. During the absence of the outsource personnel for more than 26 days, the Contractor shall provide suitable replacement as per the criteria.

24) The agency shall claim the bill from Tobacco Board, Directorate of Auctions, Bengaluru on production of proof of payment to the Outsource staff through bank, Monthly PF-ECR Print and monthly ESI contribution made to the respective offices and copies of attendance register from the Auction Superintendent/Regional Manager/DOA along with duly certified satisfactory performance from controlling officer, Payment to GST Authority. The same shall be reimbursed if it is in order. If not, the same may be complied forthwith by the agency and Tobacco Board shall not be held responsible for any delay.

Signature of the Tenderer

25) TDS shall be deducted from the bill amount as per Income Tax Rule and paid to Income Tax authorities.

26) Accidents, Injuries & Damages:-The Tobacco Board shall not be held responsible for any accident occurred to employees while working in the premises of the Tobacco Board office. The contractor shall take full responsibility on this account from commencement of contract till completion of contract. Contractor shall be liable for any damage or loss to the properties of the Tobacco Board or any injury to any person which may be caused during the execution of the contract. It shall be the obligation of the contractor to pay compensation as per Workmen's Compensation Act, 1923.

27) **Responsibility:-** The contractor shall be responsible for the redressal of grievances/resolution of disputes relating to personnel deployed for a harmonious working environment. Strikes, Dharna in any form by the employees is not acceptable.

28) The agency should read the terms and conditions, scope of work fully before quoting the rates. No additional claim if any will be entertained at a later stage.

29) **Subletting / Subcontract:-**The Contractor shall not assign or make over the contract to any other person or sublet it or make a subcontract with any workmen for the execution of this contract. In case it comes to the notice of the management then it will be treated as breach of contract and action shall be taken accordingly.

30) This office may require the Service Provider/Agency to remove from the place of work, any person or persons employed by the Service Provider, who may be incompetent in carrying out the assigned duties and for his/her misconduct. Their competence may be adjudged by a Committee of Officers of Tobacco Board and the recommendations of the Committee shall be final and binding. The Service Provider shall forthwith comply with such recommendation.

31) The outsourced persons so engaged by the Service Provider/agency shall not divulge or disclose to any person, any details of office, operational process, technical know-how, administrative/organizational matters as they are of confidential/secret in nature. The Service Provider/agency shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving intimation from Tobacco Board.

Signature of the Tenderer

32) The Service Provider shall ensure proper conduct of his person in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

33) Identity Cards:-The agency should invariably provide I.D Cards to its employees for allowing entry in office premises.

34) Supervision of contract:- The agency may directly look after the entire contract for smooth operation or may engage authorized supervisor who will supervise the outsource manpower for their daily productivity and discipline. In that case the name and contact number of the authorised supervisor to be intimated to Tobacco Board before execution.

35) Qualification :-The agency shall provide the personnel having required qualification and experience as mentioned below:-

lNo.	Name of the post/work	Educational Qualification	Competencies
1	Clerical	10+2 or equivalent	Typing (English) Lower [30 WPM Minimum]
2	Computer Operator	Graduate from recognized University	Knowledge of Typing with a speed of more than 40 w.p.m. Experience in Computer Operation.
3	Field Assistant	10+2 / Diploma in Agriculture	Diploma in Agriculture/Knowledge of Tobacco cultivation and grading.

The documentary proof of educational qualification and experience of each staff should be submitted to Tobacco Board.

36) The contract personnel employed for executing the work in this contract shall be healthy and capable of doing work for which their services are intended. They shall be medically fit for doing work, dutiful, obedient and execute the work assigned to them consciously and efficiently. They shall observe the timings and the safety rules, discipline and conduct while working within the premises of the Board. In case of failure to maintain the above, the agency shall remove them forthwith after getting intimation from Tobacco Board.

Signature of the Tenderer

37) The agency shall maintain following registers/records under Central Rules made there under, and produce the same to Tobacco Board as and when required for verification :-

- a) Register of persons employed by contractor shall be maintained in respective offices.
- b) Register of wages being paid.
- c) Attendance register of persons employed should be maintained at the respective offices and a certified copy of the same have to be produced at the time of claim.

38) Bank Accounts and Aadhar of all employees engaged by the agency should be completed within a period of one month positively for payment of salary

39) Arbitration :-In case of dispute the matter shall be referred to Executive Director, Tobacco Board for appointing an arbitrator whose decision shall be final and binding on the agency.

40) Director(Auctions), Tobacco Board reserves rights to cancel any or all the Tenders without assigning any reasons and the decision of the Director (Auctions), Tobacco Board, Bengaluru on tender issue and acceptance shall be final and binding.

41) Court of Jurisdiction:-Any litigation / dispute if not solved through arbitration proceedings may be challenged in a court of law and for that the jurisdiction shall be Bengaluru Court.

Signature of the Tenderer

1.	Name of the Tenderer	:
2.	Name of the Company/Agency	:
3.	Address of the Company/Agency	:
4.	Telephone Numbers	:
5.	FAX Number	:
6.	Website/E-mail	:
7.	Year of Establishment and registration No.	:
8.	Bankers information	:
9.	Information about Regional Offices/Branches (if any)	:
10.	Similar works executed by the Tenderer during last 3 years (in enclosed format of Performance Statement)	:
11.	Details of outsource manpower contract in hand with proof	:
12.	Labour license Number and validity	:
13.	EPF Registration Number	:
14.	ESI Registration Number	:
15.	GST Registration Number	:
16.	PAN/TAN from Income Tax Department	:
17.	<u>Experience during last 3 years ending last month with evidence:-</u> 1. Three similar completed works costing not less than the amount equal to 40% of the estimated cost (Rs.1,58,01,862). (or) 2. Two similar completed works costing not less than the amount equal to 50% of the estimated cost (Rs. 1,97,52,328). (or) One similar completed work costing not less than the amount equal to 80% of the estimated cost(Rs. 3.16.03.724).	:

18.	Average turnover during last 3 years ending 31 st March of the previous financial year shall be at least 30% of the estimated cost. The bidder's financial capability shall be decided based on the average annual turnover. (Proof of documents to be produced)	: Rs..... : Rs..... : Rs.....
19.	Earnest Money Deposit	Amount: Rs.4,00,000/- (Rupees Four Lakhs only) D.D.No:..... Date:..... Bank:
Place:		:
Date:		:
Signature of Tenderer/ Competent Authority of Company/Agency/ Official Stamp& Seal.		

Note: -The Agency to whom the Tender is awarded by the Tobacco Board should ensure the coverage of Insurance under Workmen Compensation policy for individual men or total.

DECLARATION

I have gone through the terms and conditions issued by the Tobacco Board and agree to abide by all terms and conditions. The above information furnished by me is true to the best of my knowledge. If the information is found false at any stage, Performance Security deposited by me may be forfeited including cancellation of contract.

Place:

Date:

Signature of the Tenderer

“ANNEXURE-B”

PERFORMANCE STATEMENT FOR THE LAST 3 YEARS

Name of the Firm:

Order No.& Date	Name & Address of the Office placing order	Category and number of Manpower provided	Contract cost in Rs.	Duration of contract		Authority certifying the completion
				From	To	

NB :- Merely submitting the Work Order shall not suffice and may be rejected during evaluation of Technical Bid. Hence, Copies of satisfactory Certificate duly certified and signed by Competent Authority has to be enclosed.

Place:

Date:

Tender Offer-cum-Undertaking Form

Date:.....

Tender Reference No.....

From

M/s.....

To

Tobacco Board,

Government of India, Min. of Commerce and Industry,

Directorate of Auctions, 1/9 III Cross, CSI Compound, 4th floor,

Unity Building Annexe, Mission Road, Bengaluru – 560027.

Sir,

Sub: Sealed tender offer for supply of manpower – reg.

Having examined the tender documents including all Annexures the receipt of which is hereby duly acknowledged, we the undersigned offer our tender for supply of manpower as required by the Tobacco Board, Directorate of Auctions, Bengaluru in conformity with all the said tender document.

We undertake, if our tender offer is accepted, to commence contract within seven days from the date of receipt of your order awarding work.

We declare that we have not been black listed by any Govt. Department.

If our tender offer is accepted, we will furnish additional amount of 5% of the contract value (-) EMD of Rs.4.00 lakhs as Performance Security Deposit (PSD) for due performance of the contract.

We agree to keep our offer valid for a period of three months and shall remain binding upon us.

Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive and also to reject any offer without assigning any reason whatsoever.

Date: - Authorized Signatory with designation and seal

“ANNEXURE-D”

TOBACCO BOARD :: DIRECTORATE OF AUCTIONS :: BENGALURU
FINANCIAL BID:- Tender for provision of Outsource man power

Tender Reference No.....

Tender offer validity: 3 Months

Rates to be quoted in the following format:-

A-Category:-

Sl. No.	Requirement of Manpower	Category	Statutory Payments (Employer's Provident Fund, ESIC and GST as applicable) (inRs.)	Service Charge should be quoted per head per Month in lumpsum only (inRs.)
1	Computer Operator	Skilled	Rate per person per month (i.e. Basic Pay + VDA) for 26 days shall be paid as per Order issued by the Central Labour Government and Employer's Provident Fund, ESIC and GST as applicable	
2	Clerical	Skilled		
3	Field Assistant	Skilled		
4	MTS	Un-skilled		

B-Category:-

Sl. No.	Requirement of Manpower	Category	Statutory Payments (Employer's Provident Fund, ESIC and GST as applicable) (inRs.)	Service Charge should be quoted per head per Month in lumpsum only (inRs.)
1	Computer Operator	Skilled	Rate per person per month (i.e. Basic Pay + VDA) for 26 days shall be paid as per Order issued by the Central Labour Government and Employer's Provident Fund, ESIC and GST as applicable	
2	Clerical	Skilled		
3	Field Assistant	Skilled		
4	MTS	Un-skilled		

C-Category:-

Sl. No.	Requirement of Manpower	Category	Statutory Payments (Employer's Provident Fund, ESIC and GST as applicable) (inRs.)	Service Charge should be quoted per head per Month in lumpsum only (inRs.)
1	Computer Operator	Skilled	Rate per person per month (i.e. Basic Pay + VDA) for 26 days shall be paid as per Order issued by the Central Labour Government and Employer's Provident Fund, ESIC and GST as applicable	
2	Clerical	Skilled		
3	Field Assistant	Skilled		
4	MTS	Un-skilled		

Please Note :-

a)All statutory payments viz., revision in wages, GST as issued by Central Labour Department and PF, ESIC, etc., as issued by State Government should be strictly adhered to.

b) Agency Charges should be quoted in lump sum per person per month only in both words and figures.

Signature of Tenderer

With office seal

Address.....

Place:

Date:

1) Addresses of Directorate of Auctions, Bengaluru and Phone Numbers

Sl. No	Name & Address of the Directorate of Auctions, Bengaluru	Mobile & Land No
1	Directorate of Auctions, Tobacco Board, 1/9 III Cross, CSI Compound, 4 th Floor, Unity Building Annexe, Mission Road, Bengaluru – 560027.	9448280150 080 - 22236599

2) Addresses of Auction Platforms in Karnataka and Phone Numbers

Sl. No	Name & Address of Platform	Name of the Auction platform	Mobile & Landline No's
1	H.D.Kote-1	Office of the Auction Superintendent, Tobacco Board, Platform No.1, H.D.Kote-571114, Mysore Dist.	9448495505 08228-255361
2	Hunsur-2	Office of the Auction Superintendent, Tobacco Board, Platform No.2, MTC Complex, Kattemalavadi Post, Hunsur-571134, Mysore Dist.	9448495506 08222-252118
3	Hunsur-3	Office of the Auction Superintendent, Tobacco Board, Platform No.3, MTC Complex, Kattemalavadi Post, Hunsur-571134, Mysore Dist.	9448495515 08222-252231
4	Hunsur-64	Office of the Auction Superintendent, Tobacco Board, Platform No.64, MTC Complex, Kattemalavadi Post, Hunsur-571134, Mysore Dist.	9448495658 08222-252119
5	Periyapatna-4	Office of the Auction Superintendent, Tobacco Board, Platform No.4, Kaggundi Village, H.H.Bagilu Post, Periyapatna-571107, Mysore Dist.	9448495508 08223-274143
6	Periyapatna-5	Office of the Auction Superintendent, Tobacco Board, Platform No.5, Kaggundi Village, H.H.Bagilu Post, Periyapatna-571107, Mysore Dist.	9448495509 08223-274149
7	Periyapatna-6	Office of the Auction Superintendent, Tobacco Board, Platform No.6, Kaggundi Village, H.H.Bagilu Post, Periyapatna-571107, Mysore Dist.	9448495510 08223-274951
8	Chilkunda-62	Office of the Auction Superintendent, Tobacco Board, Platform No.62, Near Javanikuppe Gate, CHILKUNDA Village & Post-571105, Mysore Dist.	9448495512 08222-241044
9	Ramanathpur a-7	Office of the Auction Superintendent, Tobacco Board, Platform No.07, Ramanathpura Village & Post, ArkalgudTq, Hassan Dist-571133.	9448495513 08175-225536
10	Ramanathpur a-63	Office of the Auction Superintendent, Tobacco Board, Platform No.63, Ramanathpura Village & Post, ArkalgudTq, Hassan Dist-571133.	9448495514 08175-225022

3) Addresses of Regional Manager Offices Mysuru and Periyapatna and Phone Numbers

Sl. No	Name & Address of the Regional Manager	Mobile & Land No's
1	Regional Manager, Tobacco Board, H.No:CA-5673/C,14 th main,2 nd Stage, Near YoganarasimhaSwamy Temple, Vijayanagara, Mysore-570017	9448495502 0821-2543357
2	Regional Manager, Tobacco Board, No.4, Housing Board, Gonikoppa Road,PERIYAPATNA-570017	9448280151 08223-273089

