

**TOBACCO BOARD :: KARNATAKA**

Ref No-26(18)/2020/AP-P.Ad

Date: 10 /12/2024

**TENDER NOTICE (THROUGH GEM) FOR ENGAGEMENT OF MAN POWER  
AGENCY FOR OUTSOURCING OF MANPOWER TO TOBACCO BOARD  
OFFICES IN KARNATAKA**

Tobacco Board is a statutory body established under the Act of Parliament in the year 1975. It works under the administrative control of Government of India, Ministry of Commerce & Industry with its Head Quarters at Guntur in the state of Andhra Pradesh and Directorate of Auctions in the state of Karnataka. The Tobacco Board is having 10 auction platforms and 2 Regional Managers offices in Karnataka which are located in tobacco growing areas of Karnataka.

E-tender through GeM under two bid system from eligible Manpower service providers man power/security guards on out-sourcing basis as mentioned below for a period of one year commencing from the date of award of contract.

Sl. No .	Place	Computer Operator	Clerical Staff	Technical Field Assistant	Field Assistant	MTS	Sweeper	Area
1	Directorate of Auctions, Bangalore	-	3		-	-	1	A
2	RM Office, Mysuru	2	-		-	2	1	B
3	RM Office, Periyapatna	1	-	1	1	1	0	C
4	APF No.1, H.D.Kote	1	2	2	9	2	2	
5	APF No.2, Hunsur	1	2	1	8	2	1	
6	APF No.3, Hunsur	1	2	1	7	2	1	
7	APF No.64, Hunsur	1	2	1	6	1	2	
8	APF No.62, Chilkunda	1	3		14	3	2	
9	APF No.4, Periyapatna	1	3		14	2	2	
10	APF No.5, Periyapatna	1	2	1	12	2	2	
11	APF No.6, Periyapatna	1	2	1	15	2	2	
12	APF No.7, Ramanathapura	1	1	1	9	1	2	
13	APF No.63, Ramanathapura	1	1	1	8	2	2	
	Total:	13	23	10	103	22	20	
	Total			191 Persons				

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 require manpower is available in our website –<https://tobaccoboard.com/apa.php>

**The Director(Auctions), Tobacco Board, Bangalore reserves all the rights to cancel any or all the tenders or part of the tender without assigning any reasons and the decision of the Director(Auctions), Tobacco Board, Bangalore on any issue concerning shall be final.**

# TENDER DOCUMENT FOR SUPPLY OF MANPOWER

## TERMS AND CONDITIONS

1. The agency shall be covered under the EPF / ESIC Act, and shall extend the benefits of EPF and also shall comply with the other statutory regulations, Central Goods & Service Tax, Labour laws and others etc. Copies of registration of EPF, ESIC, GST and Labour Dept., IT (PAN) shall be enclosed. Monthly EPF-ECR print and monthly ESI contributions of the employees made to the respective offices shall be sent through e-mail to the e-mail id of the Board every month ([bangaloreoffice@tobaccoboard.co.in](mailto:bangaloreoffice@tobaccoboard.co.in)).
2. The agency should pay fair wages to the employees as per Minimum Wages Act and comply under Bonus Act and leave rules as per registration of its establishment. While quoting the rates the agency should consider Basic, DA and other statutory dues etc.
3. The agency must have obtained the applicable Labour License for supply of man power to Tobacco Board in Karnataka.
4. The agency should endorse **Income Tax clearance certificate** along with the quotation.
5. The successful agency has to submit **MOU** before commencing the work.
6. The Earnest Money deposit (EMD) amounting to **Rs. 4,00,000/-** (refundable) (Rupees Four lakhs only) may be deposited in the form of **DD / PAY ORDER** favouring Tobacco Board, Bangalore **with in 3 days from the date of tender uploaded to Gem portal. However, EMD is exempted for MSMEs.**
7. EMD shall be refunded to unsuccessful tenderers after awarding the work order to the successful tenderer and the tenderers shall not claim any interest on the EMD.
8. The successful agency shall submit security deposit (performance security) @ 5% of the total value for one year **within seven days from the date of award** of the contract in the form of DD favouring **TOBACCO BOARD, BANAGALORE**, the above said amount which will remain valid for a period of sixty days beyond the date of completion of contract. This is in addition to Rs. 4,00,000 (Four lakhs rupees) EMD available with the Tobacco Board which will be converted to Performance Security Deposit and shall remain with the Tobacco Board for a period of 60 days beyond the date of completion of contract and the agency shall not claim any interest on the above sum.
9. **Contract shall be terminated at any time by giving one month notice if the service is found unsatisfactory.**
10. The agency should read the terms and conditions and scope of work fully before quoting the rates. No additional claim, if any, will be entertained at a later stage.
11. The agency should make the payment to the staff engaged by them before 7<sup>th</sup> day of the following month and **if in case the 7<sup>th</sup> day falls to be Sunday or any public holiday, then the agency shall make the payment before 6<sup>th</sup> day** and the payment shall only be credited to their respective Bank A/c. Failure to do so will attract penalty @ 4% for each day of delay, which will be deducted from the agency's service charges of that particular month's bill.
12. TDS shall be deducted from the bill amount as per Income Tax and GST rules.

13. The agency is liable as principal employer for all purpose. The agency will be totally responsible towards all its statutory dues and compliances including HRA, various labour laws and social security regulations **etc..**
14. The Tobacco Board, **Bangalore** will not be responsible for any contingency / accident occurred while working in the premises of the office.
15. In case of loss of property of the organization due to the negligence of the employees of the agency, the agency will be responsible for making good to the said losses.
16. The agency should invariably provide I.D Cards to the employees along with work place for allowing entry in office premises.
17. The agency shall provide the persons having required qualification as mentioned below.

Sl. No.	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	Technical Field Assistant	BSc Agriculture	Knowledge of Tobacco cultivation and grading.
3	Field Assistant	10+2 / Diploma in Agriculture	Diploma in Agriculture/Knowledge of Tobacco cultivation and grading.
4	MTS/Sweeper	-	-

18. The statutory deduction such as EPF / ESI/TDS should be recovered and paid to the respective offices every month and remittance particulars should be submitted to this office immediately, failing which the bill for the following month will not be paid.
19. In case an employee is absent for the duty, pro-rate deduction shall be made from his pay. During the absence of the employee for more than 26 days the contractor shall provide suitable replacement as per the criteria.
20. Copies of the work order and satisfactory performance report from the other organizations shall be provided as proof, if there are any.
21. Each claim bill of the contractor must accompany names of the employees engaged, the attendance details of the month duly certified by the Heads of the respective Departments and satisfactory performance report from each Controlling officer. The tax invoice should clearly mention the GST of both the agency and Tobacco Board for the purpose of smooth processing of GST returns.

22. The outsource personnel employed for executing the work in the offices of Tobacco Board shall be healthy and capable of doing work for which their services are intended. They shall be medically fit, 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 Tobacco Board. In case of failure to maintain the above the agency shall remove them forthwith after getting intimation from Tobacco Board. The age of the manpower engaged and deployed by the agency shall not be below 18 years and exceed 60 years.
23. The manpower deployed by the agency shall automatically stand withdrawn on expiry / termination / cancellation of the manpower agreement. The agency shall ensure that their manpower engaged and deployed at the offices do not create any dispute / problems to the Tobacco Board on expiry / termination / cancellation of the Gem agreement.
24. The contract agreement shall be executed on a non-judicial stamp paper of Rs. 200 value as per the Tobacco Board format within one month from the date of award of contract and cost of the same shall be borne by the contractor.
25. The jurisdiction of the Court: Any litigation / dispute in this regard may be challenged only at **Bangalore** jurisdiction.
26. The forms to be submitted along with Tender application are:
  - a) Tender Offer-cum-Undertaking Form - Annexure 'A'
  - b) Technical Bid - Annexure 'B'
  - c) Performance Statement - Annexure 'C'

The above terms and conditions of the Board are accepted.

**Signature of the Tenderer**

**TENDER OFFER-CUM-UNDERTAKING FORM**

Date :	Tender reference Number	To (Name and address of Intender)

**Sub: Sealed tender offer for supply of man power**

Sir,

Having examined the tender documents including all Annexures the receipt of which is here by duly acknowledged, we the undersigned offer our tender for supply of man power as required by the Tobacco Board, Bangalore in conformity with the entire 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 Government department.

If our tender offer is accepted, we will furnish the BG/DD in sum equivalent to average payment @ 5% of total value for one year for the due performance of the contract during the contract periods. The decision of the Tobacco Board, Bangalore for calculation of average monthly payment for the purpose of security deposit will be accepted and executed.

We agree to abide by this tender offer for a period of three months and shall remain binding upon us and may be accepted at any time before the expiry of that period.

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.

Dated this                      day of                      2024

Signature:

In the capacity of \_\_\_\_\_

Duly authorized to sign the tender offer for and on behalf of \_\_\_\_\_

**TECHNICAL BID**

1.	Name of the Tender	
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	
8.	Bankers	
9.	Information about Regional offices / Branches if any	
10.	Work completed by the tenderer during last three years (in enclosed format of performance statement)	
11.	Details of works in hand	
12.	LABOUR LICENSE NUMBER	
13.	Registration Number under Shop and Establishment Act	
14.	EPF Registration Number	
15.	ESI Registration Number	
16.	Central Goods & Service Tax Registration number	
17.	PAN / TAN from Income Tax Department	
18.	Turn-over for the last financial year (2023 -2024)	
19.	Nature of work performing / performed	
20.	Place of work where the works provided	
21.	Nature of man power	

22.	Earnest Money Deposit (EMD)	
PLACE:		
DATE:		
		Signature of Tenderer / Competent Authority of Company / Agency / Official Stamp & seal

**PERFORMANCE STATEMENT**

Name of the firm:

Order Number & date	Name & address of the Office placing order	Description of man power supplied	Value of order in Rs	Date of completion		Remarks including for reasons for the late supply if any	Success / Failure Supply
				As per Contract	Actual		

**Signature of the Tender**

Place:

Date: