

**Government of Karnataka
BELGAUM INSTITUTE OF MEDICAL SCIENCES, BELGAUM.
AUTONOMOUS INSTITUTE**

(Registered Under Societies Registration Act)

Dr. B. R. Ambedkar Road, Belgaum.

Phone No.: 0831 – 2420320, Fax: 0831 – 2420173

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TENDER FORM

FOR OUTSOURCING OF VARIOUS CATEGORIES OF SERVICES

The tender documents can be downloaded from our

website <http://www.eproc.karnataka.gov.in>

BELGAUM INSTITUTE OF MEDICAL SCIENCES, BELGAUM.

PHONE NO: 0831-2420320, FAX : 0831-2420173

TENDER NOTIFICATION

No: BIMS/EST/Tend/CR-290/2013-14

Dated: 10/12/2013.

INVITATION FOR TENDER

SECTION - I

The Director, Belgaum Institute of Medical Sciences, Belgaum, hereby invites tenders under e-tendering system from Registered Manpower Agencies for providing various categories of employees on outsourcing basis for one year (extendable for six months) as detailed in Annexure – I of this Tender, as per the Karnataka Transparency in Public Procurement Act 1999 and Rules 2000, thereunder (Under Two Cover System). The tenderer whose annual turnover for the years 2010-11, 2011-12, 2012-13 is more than Rs.50.00 Lakhs per annum are eligible for participating in the tender. The annual turn over statement certified by Chartered Accountant as per Annexure – IV, is to be uploaded.

- a) The term 'Authorized Signatory', means a Proprietor /Proprietreix, or a Managing partner or an whole-time employee, in executive cadre, in a Proprietorship Concern / Partnership Firm or a person who is working as Managing Director / Director Finance / Director Marketing / General Manager / Assistant General Manager / Manager / Company Secretary in the Tenderer Company, who has authority to take decision on the spot with regard to all the aspects of the Tender.
- b) The term “**TENDERER**” means the Registered Agency participating in this tender.
- c) **The Director, Belgaum Institute of Medical Sciences, Belgaum, shall be the tendering authority for the purpose of this tender.**

2. Tenderers are free to quote for any or all the services, listed in **Annexure-1**.

The evaluation of tender will be done as per the quotation of service charges charged for each service.

3. Tenders of only those Tenderers who fulfil the Terms and Conditions of this tender will be considered for evaluation.

The tenders will undergo evaluation at every stage of processing and any tender found at any stage, not in conformity with the stipulated tender conditions or found defective either, will be rejected.

4. Interested eligible Tenderers may obtain further information from the Office of the Director, Belgaum Institute of Medical Sciences, Belgaum. **Ph: 0831-2420320, Fax: 0831-2420173.**

5. (a) Schedule of Events:-

Commencement of download of e-Tender Form from website- https://eproc.karnataka.gov.in	12/12/2013 at 11:00 a.m.
Last Date for Queries on or before	28/12/2013 till 4:00 p.m.
Last Date for Uploading of Tender in e-procurement platform on or before	11/01/2014 up to 3:00 p.m.
Opening of Technical Bid	13/01/2014 at 03:15 a.m.
Date of submission of Original documents	20/01/2014 at 11:00 a.m.

(b) Venue: Office of the Director, Belgaum Institute of Medical Sciences,
Dr. B. R. Ambedkar Road, Belgaum,
Ph: 0831-2420320, Fax: 0831-2420173.

(c) Opening of Financial Bid/Commercial Bid:-

Price Bid of only those Techno-Commercially responsive Tenderers will be opened on a date notified or on any further date to be notified/ informed to the Techno-Commercially responsive Tenderers.

(d) Validity of Contract – Valid for 12 months extendable by 6 more months from the date of issue of Award of Rate Contract.

(e) Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by the Tender Inviting Authority. Tender valid for shorter period shall be rejected, as Non-Responsive.

6. Completed Tender document shall be uploaded through e-tendering system using their user ID and to be addressed to the Office of the Director, Belgaum Institute of Medical Sciences, Belgaum, in the manner described under instructions in Section– II, on or before the last date and time stipulated.

SECTION-II

TERMS AND CONDITIONS

- 1.1 The Tender shall be uploaded only if the Tenderer is agreeable to all the Terms and Conditions of this Tender, which includes the Description and conditions, therein.
 - a. The Tenderer shall upload the tenders through e-tendering system using User's ID and Digital Signature Certificate for Techno-Commercial and Price Bids.
 - b. Services required along with quantity and qualification are as listed in **Annexure-1**.
- 1.2 Irrespective of the terms and conditions the Tenderer may have specified, only the terms and conditions specified in this tender shall be binding on the Tenderer and the tendering authority.
2. The Tenderer shall upload the tender in the manner described here under: -
 - A. **TECHNO-COMMERCIAL BID SHALL CONTAIN DOCUMENTS LISTED UNDER TECHNICAL QUALIFICATION CRITERIA.**

A.1. Earnest Money Deposit/ Bid security-

1. The Tenderer can pay the Earnest Money Deposit (EMD) of **Rs.2,00,000.00** (Rupees Two Lakhs only) in the tender (exclusive of Tax duties & other charges) the e-procurement portal using any of the following payment modes:-
 - Credit Card
 - Direct Debit
 - National Electronic Fund Transfer (NEFT)
 - Over the Counter (OTC)

OTC Designated Bank Branches listed in **Annexure-II** can be obtained through website <http://eproc.karnataka.gov.in> in Tenderers/bidders section where a bidders section where a bidder can make a payment.

The bidder Bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GOK's central pooling a/c held at **ICICI Bank**.

- a. EMD will be accepted only in the form of electronic cash in any of the designated Axis Bank branches located across the Country (and not through Bank Guarantee) and will be maintained in the Govt.'s central pooling account at Axis Bank until the contract is closed.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction
- c. The EMD money received for all the tenders floated through the e-Procurement platform will be collected and maintained in a central pooling account.

A.2 Refund Of EMD :

The EMD money will be kept in the central pooling account until the tender is awarded to the successful Tenderer.

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful Tenderers will be refunded to the respective Bank a/c's of the Tenderer registered in the e-Procurement system.

A.3 Copy of Sales Tax/VAT Registration Certificate, is to be uploaded.

Description of the Tenderer is to be uploaded.

A.4 Copy of PAN Card of the Tenderer is to be uploaded.

A.5 Sales Tax Clearance Certificate

Sales Tax cleared up to 31-03-2012 or latest on the day of submission of tender of the Tenderer as per Annexure-III or in the valid format of the Commercial Tax Department, for preceding three years i.e. for the years 2010-11, 2011-12, 2012-13 is to be uploaded.

A.6 Annual Turn over Statement

For preceding three financial years 2010-11, 2011-12, 2012-13 i.e., for 31-03-2011, 31-03-2012 & 31-03-2013 of the **Tenderer** certified by Commercial Tax Officer/Chartered Accountant as per **Annexure-IV** is to be uploaded.

A.7 Balance sheet and Profit & Loss Account.

The tenderer should upload the Balance Sheet and Profit & Loss account for preceding three financial years 2010-11, 2011-12, 2012-13 i.e., for 31-03-2011, 31-03-2012 & 31-03-2013 of the Tenderer certified by Chartered Accountant.

A.8 Registration Certificate :

The Tenderer should upload the documents for having Registered the firm in his / firm name as per the Rules of Karnataka Shops and Commercial Establishment Act, 1961 and shall furnish necessary documents along with the tender form to that effect.

A.9 Directive Letter of the Provident Fund :

Directive Letter of Competent Authority of the Provident Fund as per the Provident Fund Act 1952 and latest challan copy of the provident fund subscription remitted with name of the person and P.F. No. of the presently working employees, shall be uploaded.

A.10 Directive Letter from E.S.I. Authorities :

Directive Letter form E.S.I. Authorities, as per the E.S.I. Act 1948 should be uploaded and the latest E.S.I. remittance challan of the presently working employees along with the name and E.S.I. No., and the E.S.I. returns submitted for the year 2009-10, 2010-11, 2011-12 shall be uploaded.

A.11. Certificate as per Finance Act.

Notarised copy of the Registered Certificate in form No.ST/2 (Under Sec. 69) from the Central Excise Department as per the Finance Act 1994, to be uploaded.

A.12. Professional Tax Clearance Certificate

Professional Tax Clearance Certificate for the year 2010-11, 2011-12, 2012-13 issued by the Competent Authority, to be uploaded.

A.13. Income Tax Returns

Income Tax Returns for the years 2010-11, 2011-12, 2012-13 along with copy of PAN Card to be uploaded. The PAN Card should be in the name of the tendering firm only, otherwise the tender is liable for rejection.

A-14. Registered Certificate under Labour Act.

Registered Certificate issued by the Competent Authority as per Labour System and Regulation Act 1970, to be uploaded.

A-15. Tender Offer Form :

The tender offer form with an undertaking to abide by the terms and conditions of the tender in the format as per Annexure IX – Part – I of the tender is to be uploaded.

A-16. Declaration Form :

Declaration Form from the tenderer in the format as per Annexure – IX Part II of the tenderer is to be uploaded.

A-17. List of Services quoted.

List of services quoted by the tenderer to be furnished separately as per Annexure – VI is to be uploaded.

A-18. Seal & Signature.

The tender document shall have seal and signature on all pages including the Annexures by the Authorised Signatory (Vide Section 1, 1(a).

A.19. The Documents/Certificates:-

- a) The Documents uploaded should be clearly visible failing which such documents will not be considered.
- b) The documents uploaded in general documents should be named individually.

A-20. Performance Certificate :

- (a) Performance Certificate for the last three years for having provided minimum 100 employees for different private / Govt. / Semi Govt. / Autonomous Institutions to be uploaded.
- (b) Three years, year wise experience Certificate for minimum preceding three years should be uploaded.

A-21. Undertaking :

Undertaking from the Tenderer for having not convicted under any of the labour laws for the last one year, to be uploaded.

A-22. Subscription Certificates:

Preceding Three years returns of the subscription remitted for E.S.I. P.F. and Service Tax, to be uploaded.

A.23. Solvency Certificate:

The Tenderer should upload the Solvency Certificate (addressed to the Director, B.I.M.S. Belgaum) from Nationalised / Scheduled Bank in respect to this tender in original equal to 10% of bid value or Rs.5,00,000 whichever is higher.

A.24. Submission of Original Documents

The original documents uploaded under Technical Bid should be produced before the Tender Committee on 20/01/2014.

B. PRICE BID SHALL CONTAIN THE DOCUMENTS LISTED HEREUNDER:

B.1 (i) PRICE SCHEDULE

a) Price Schedule format shall be furnished in the e-procurement platform.

The tenderer should quote only for the service charge for each service per each employee.

The total amount along with deduction of P.F. E.S.I. Service Tax, Net amount to the employee are fixed and should be as per the details in the chart attached.

Evaluation of the tenders will be done on the basis of service charges quoted.

b) The Tenderers are required to furnish the break up details.

B.2 Both the Technical Bid & Commercial Bid for providing Services shall have to be uploaded under appropriate headings.

a) In the event of any discrepancy with respect to the rates quoted, the Employer reserves the right to accept the lowest rate.

b) All pages of the Tender except for printed literature if any enclosed shall carry the full signature of the person signing the Tender.

Chart containing details of wages to be paid to the Employee.

Sl. No.	Cadre	75% of basic	Employer PF contribution @ 13.61%	ESI @ 4.75%	Service Tax @ 12.36%	Employees PF contribution @ 13.61%	Net amount payable to each employee
1	Social Worker (MSW)	13230.00	1800.60	628.40	1335.00	1800.60	7665.40
2	Storekeeper-cum-Clerk	10910.00	1484.85	518.22	1112.00	1484.85	6310.15
3	Lab. Technician	10910.00	1484.85	518.22	1112.00	1484.00	6310.15
4	Stenographer	10910.00	1484.85	518.22	1112.00	1484.00	6310.15
5	Record Keeper Cum Clerk	8700.00	1184.00	413.00	878.00	1184.00	5041.00
6	Group 'D'	7800.00	1062.00	413.00	878.00	1184.00	5041.00
7	Sweeper	7200.00	980.00	342.00	726.00	980.00	4172.00

SECTION - III

GENERAL CONDITIONS

1. **The language of the Tender shall be English.** In case, the original documents are issued in vernacular, the translation certified by the authority signing the original / by a notary should be uploaded along with the original.
2. The Tender Inviting authority may, at his discretion, extend the deadline for submission of Tenders, in which case, all rights and obligations of the Tendering authority and the tenders subjected to the previous deadline, will thereafter be subject to such extended deadline.
3. The Tender Accepting authority reserves the right to cancel the tender partially or completely at any point of time without assigning any reasons.
4. Technical Bids will be opened by the Tender Scrutiny Committee constituted by the Tender Accepting Authority on _____. in the **'Office of the Director, Belgaum Institute of Medical Sciences, Dr. B. R. Ambedkar Road, Belgaum. Ph: 0831-2420320, Fax: 0831-2420173** in the presence of Tenderer or their authorized representative who may choose to be present.

Price Bids of only those Tenderers which satisfy the standard criteria laid down on the basis of the details furnished by the Tenderer in Technical Bids [under terms and conditions for Technical Bid (Section II)] will be opened on a date notified or any further date to be notified/informed to the Techno-Commercially Responsive Tenderers.

5. Entry to participate in the Tender Opening Committee Meeting shall be restricted to only one person per tenderer who shall be the "Authorized signatory".
6. The Tenderer or his Authorized Representative who is present shall produce the authorization letter and sign in the Attendance Register evidencing his presence during the opening of tenders, authorized by tenderer / authorized signatory.
7. The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Tender inviting authority.

8. QUOTATIONS

- a) Tenders are invited for different types of services required. The tender should quote the rate for the same.
 - b) The tenderers are required to quote only service charges for each services and all other details of pay, P.F. E.S.I. should be paid as per the details attached to each of the service.
9. No Tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error, etc., committed by the Tenderers in the tender forms shall not be considered after opening of the tenders.

11. Earnest Money Deposit/ Bid security

- The Tenderer can pay the Earnest Money Deposit (EMD) of **Rs.2,00,000.00** (Rupees Two lakhs only) (Exclusive of Tax, Duties and other charges) in the e-Procurement portal using any of the following payment modes:-
 - Credit Card
 - Direct Debit
 - National Electronic Fund Transfer (NEFT)
 - Over the Counter (OTC)

OTC Designated Bank branches listed in **Annexure-II** can be obtained through website <http://eproc.karnataka.gov.in> in contractors section where a tenderer can make a payment.

The tenderer bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GOK's central pooling a/c held at **ICICI Bank**.

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

- a. EMD will be accepted only in the form of electronic cash (and not through Bank Guarantee) and will be maintained in the Govt.'s central pooling account at Axis Bank until the contract is closed.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction.
- c. The EMD money received for all the tenders floated through the e-Procurement platform will be collated and maintained in a central pooling account. For the time-period the EMD money is kept in the central pooling account.

Refund Of EMD :

The EMD money will be kept in the central pooling account until the tender is awarded to the successful Tenderer.

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful Tenderers will be refunded to the respective Bank A/C's of the Tenderer registered in the e-Procurement system.

12. Security Deposit And Contract.

- a) The tender whose offer is accepted on being informed should execute a Contract Agreement on Rs.100/- non-judicial stamp paper as per the specimen in Annexure – XV.

- b) The successful tenderer whose offer is accepted shall be required to pay the security deposit equal to the 2 months emoluments of the services for which he has quoted. The security deposit in the form of Demand Draft drawn in favour of Director, Belgaum Institute of Medical Sciences, Belgaum, which will carry no interest on return.
- c) The said security deposit should be submitted within 15 days from the date of intimation of the acceptance of the offer.
- d) The Agreement not accompanied by the Security Deposit will not be accepted and will be deemed as non-submission of Agreement and violation of the General Conditions and the E.M.D. of such tenderer will be forfeited to Belgaum Institute of Medical Sciences, without notice. Further, such tenderer ceases to have any right whatever in this regard with respect to his tender or contract issued thereon.
- e) The Earnest Money Deposit of such successful Tenderer, who fails to execute the Agreement / who fails to furnish the Security Deposit within the stipulated period / who furnishes partial agreement deleting / altering the specified clauses will be forfeited to the Belgaum Institute of Medical Sciences, Belgaum and his tender will be rejected and the company will be Black Listed and he will be liable for all damages caused including the liabilities to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the items concerned by the Director, Belgaum Institute of Medical Sciences, Belgaum. Such damages shall be assessed by the Director, Belgaum Institute of Medical Sciences, Belgaum, whose decision is final in the matter.
- f) The original agreement shall be with the Tendering authority. The Tenderer shall collect the signed copy of the agreement on his own. The purchaser will not be responsible for the loss of the copy not collected by them.
- g) Violation of any of the Clause of the Agreement shall be deemed as violation of Terms and Conditions of this Tender.
- h) The Tenderer is permitted to claim the Security Deposit on completion of the contract Period or after executing all the services satisfactorily, whichever is later. The refund of the Security Deposit shall be subject to satisfactory performance of the contract as per the terms and conditions of the contract. The Security Deposit not claimed within three years from the date of expiry of the contract will be forfeited to the Belgaum Institute of Medical Sciences, Belgaum, without notice.

13. Validity Of Contract

The rates quoted shall be valid for the period not more than 12 months extendable by 6 months from the date of issue of Award of Rate Contract.

14. Penalty Clause:

If the lowest quoted tenderer fails to execute Agreement along with Security Deposit as stipulated in clause No.11, the tender of such tenderer will be rejected, forfeiting the E.M.D. the tender will be awarded to the next cheapest tenderer.

15. Payment Clause:

- a. No advance payment will be made towards the service bill. Payment will be made only after the payment to the employees.
- b. The tender should make the monthly payment to the provided employees through the Bank Account opened for the purpose in the Nationalised / Scheduled Bank and submit the statement along with the Bill, for payment.
- c. He should remit P.F. E.S.I. and Service Tax and submit the challan copies along with the names of the employees and their account Number, along with the service bill, for that particular month. The payment for the particular month will be made after verifying the submitted documents.
- d. The tenderer should provide the employees for the different services, who are having minimum educational qualification as mentioned in the Annexure. Employees who are not having such qualification will not be taken for service.
- e. No wages will be paid for the period of absence, the tenderer should submit the bill deducting the amount in the monthly bill.
- f. The tenderer should make the payment to all the employees before 5th of the succeeding month. The Non-payment of the salary to the employees, should not be linked with the payment to his bills, by the Institute.
- g. The Non-payment of salaries before 5th of succeeding month, continuously for two times will attract a penalty of Rs.5000/- per month and the contract will be liable for rejection, forfeiting both E.M.D. and Security Deposit.
- h. The Director of B.I.M.S. Belgaum, reserves the right to black list any contractor for breach of any of the terms and conditions of the tender.
- i. The tenderer who has been black listed by the Central / any State Government are not eligible for the participation in the tender. Such tender will be rejected even if received.
- j. The Director B.I.M.S. Belgaum, reserves the right to reject the tender of black listed companies and whose past performance with B.I.M.S. Belgaum is not satisfactory.
- k. No accommodation facilities will be provided by the Institute to any of the employees provided by the tenderer.
- l. Tenderer should supply Uniforms and I.D. Cards to all his employees.
- m. The contract awarded through this tender is not transferable to any other agency.
- n. The tenderer should be committed to take appropriate action as per Workmen's Compensation Act 1923 (b) Contract Labour Regulations and Abolition Act 1970 and Rules 1971.
- o. The tenderer is responsible to pay any compensation for the employees who meet with any type of accidents during working as per the provisions of Workmen's Compensation Act 1923 or any other rules in force.

- p. The tenderer should pay all the taxes, fees and royalties.
- q. The Belgaum Institute of Medical Sciences, Belgaum, is in any way not responsible for the dispute between the tenderer and his employees. The Institute will not entertain individual or collective representations and complaints against the tenderer.
- r. The Director B.I.M.S. Belgaum, or any other officer of the institute can inspect all the work done by the employees provided by the tenderer and can issue suitable directions, which are binding.
- s. In the event of any dispute arising out of the terms and conditions of the tender, such disputes would be subject to the jurisdictional courts of Belgaum, Karnataka.
- t. The Director, Belgaum Institute of Medical Sciences, Belgaum, reserves the right to accept or reject the lowest quoted tender without assigning any reasons thereof.
- u. The Director, B.I.M.S. Belgaum, reserves the right to change, omit or add any conditions to the existing tender.
- v. The tenderer should appoint the workers who are healthy and should not be less than 18 years of age.
- w. The tenderer should have their office in Belgaum to facilitate smooth functioning of the personnel and supervision.
- x. The tenderers are free to inspect the building and wards for which they are providing services on all working days, during the working hours.
- y. No suit, prosecution and any legal proceedings shall lie against the Director, Belgaum Institute of Medical Sciences, Belgaum, or any person for anything which is done in good faith or intended to be done in persecution of this tender including tendered requirement of personnel.

ANNEXURE –I

DESCRIPTION OF SERVICES

Belgaum Institute of Medical Sciences, Belgaum .

No: BIMS/EST/Tend/CR-290/2013-14

Dated: 10/12/2013.

TENDER FOR_OUTSOURCING OF VARIOUS CATEGORIES OF SERVICES

THE LIST OF ITEMS VIEWED IN E-PORTAL

Sl. No.	Name of Services	Approx Personnel Required	E.M.D.
1.	Social Worker (MSW)	5	Rs.2,00,000/- for all services.
2.	Store Keeper Cum Clerk.	22	
3.	Laboratory Technicians / other technicians	30	
4.	Stenographer	5	
5.	Record Keeper Cum Clerk	18	
6.	Group 'D' Worker.	29	
7.	Sweeper	23	

<u>Sl. No.</u>	<u>Name of the Server</u>	<u>Education Qualification.</u>
1.	Social Worker (MSW)	Post Graduate in Social Science from the recognised University with minimum one year experience.
2.	Store Keeper Cum Clerk	Any degree from the recognised University with Kannada & English Computer knowledge.
3.	Laboratory Technician other Technicians.	S.S.L.C. or equivalent examination passed and 3 years Diploma Certificate issued by the Karnataka Para Medical Board in the concerned required subject Or Passed P.U.C. Science and 2 years Diploma Certificate issued by the Karnataka Para Medical Board in the concerned subject with minimum 2 years experience.
4.	Stenographer	Passed S.S.L.C. & 3 years Diploma Certificate in Commercial Practice in English or Kannada with minimum one year experience in Kannada & English Typing and basic knowledge of Computer.
5.	Record Keeper Cum Clerk	Passed .S.S.L.C. with one year Kannada & English Computer Knowledge.
6.	Group 'D' worker.	Passed S.S.L.C. to read and write Kannada language.
7.	Sweeper	7 th passed with minimum two years experience in the hospitals.

ANNEXURE – II

No: BIMS/EST/Tend/CR-290/2013-14

Dated: 10/12/2013.

SALES TAX CLEARANCE CERTIFICATE

This is to certify that M/s
.....who is a registered dealer under
VAT Act with regarding having VAT TIN
NO.....& CST TIN NO.has filed
Sales Tax return and tax cleared up to 31-03-2013 and no dues are outstanding
for the said period.

**Signature & Seal of the
Commercial Tax Authority.**

ANNEXURE -III

ANNUAL TURN OVER STATEMENT

No: BIMS/EST/Tend/CR-290/2013-14

Dated: 10/12/2013.

The Annual Turnover of M/s. _____
for the past three years are given below and certified that the statement is true
and correct.

<i>Sl.No.</i>	<i>Financial years</i>	<i>Turnover_in Lakhs (Rs)</i>
	2010 – 2011 (31-03-2011)	-
	2011 – 2012 (31-03-2012)	-
	2012 – 2013 (31-03-2013)	-
	Total -	Rs. _____ Lakhs.

Date:

Signature of Commercial Tax Officer/ Chartered Accountant

Seal:

(Name in Capital)

ANNEXURE - IV

NON CONVICTION CERTIFICATE

Ref:- No: BIMS/EST/Tend/CR-290/2013-14

Dated: 10/12/2013.

This is to certify that M/s..... located
at.....have not been convicted under the
provisions of the Labour Act, and Rules thereunder.

Signature

Seal of the certifying authority.

Place:

Date:

ANNEXURE-VII
PERFORMANCE OF THE LIST OF SERVICES PROVIDED
FOR THE LAST THREE YEARS (2010-11, 2011-12, 2012-13)

Ref:- No: BIMS/EST/Tend/CR-290/2013-14

Dated: 10/12/2013.

Name of the Firm: _____

Orders placed by (full address of Authority)	Order No. & Date	Description of Service and qty. of Personnel ordered	Value of Order
1	2	3	4

Signature and Seal of the Tenderer:-----

ANNEXURE - VIII

(General conditions Clause-11)

CONTRACT FORM

Ref:- No: BIMS/EST/Tend/CR-290/2013-14

Dated: 10/12/2013.

THIS AGREEMENT made on theday of.....2013 between(Name of Employer with full address) of(Country of Employer) (Hereinafter called "the Employer ") of the one part and(Name of Tenderer) of(Full address of Supplier) (Hereinafter called "the Tenderer") of the other part :

WHEREAS the Employer is desirous that certain services and ancillary services viz., (Brief Description of Goods and Services) and has accepted a Tender by the Supplier for the supply of those services in the sum of (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a).The Tender Form and the Price Schedule submitted by the Tenderer;
- (b).The Schedule of Requirements;.
- (c).The Section-I Invitation for Tenderers.
- (d). The Section-II Terms and Conditions.
- (e).The General Conditions of the Tender.
- (f).The Special Conditions of Tender; and
- (g).The Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Employer to the tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Tenderer in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed, in the tender document.

5. Services described and listed in detail in this Tender and in which awarded to us, on Contract basis for a period of 12 months extendable by six months from the date of issue of this Contract Form.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

SI No	Brief Description of Services	Tentative Number of personnel provided.	Monthly Emolument	Total Amount.

Total Value:

Schedule:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their **respective** laws the day and year first above written.

Signed, Sealed and Delivered by the said.....

(For the Employer) in the presence of:.....

Signed, Sealed and Delivered by the said
 (For the Tenderer) in
 the presence
 of:.....

SPECIAL CONDITION

- 1) Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
- 2) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka
- 3) The Bidder shall ensure credit of Tender Processing Fee and EMD into the respective receiving bank accounts of e-Procurement on or before the last date of bid submission.
- 4) The tenderer is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The departments shall not be responsible for non-accessibility of e-Procurement portal due to internet connectivity issues and technical glitches.