



ಕರ್ನಾಟಕ ವಿಶ್ವವಿದ್ಯಾನಿಲಯ, ಧಾರವಾಡ
KARNATAK UNIVERSITY, DHARWAD
NAAC Accredited with "A" Grade 2014
"UNIVERSITY WITH POTENTIAL FOR EXCELLENCE"
ಕರ್ನಾಟಕ ವಿಶ್ವವಿದ್ಯಾನಿಲಯ, ಧಾರವಾಡ
G.A.D.



ಕರ್ನಾಟಕ ವಿಶ್ವವಿದ್ಯಾನಿಲಯ, ಧಾರವಾಡ
 Pavate Nagar, Dharwad.
ಕರ್ನಾಟಕ ವಿಶ್ವವಿದ್ಯಾನಿಲಯ, ಧಾರವಾಡ. 0836-2215358
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 Website : www.kud.ac.in

Kud/Gad/2021-22/

Date:

Re-TENDER-NOTIFICATION (Through e-Procurement)

Applications are invited from the eligible Contractors to provide the services of Group-C Labours for 11 months for serving in various Departments / Administrative Sections / K.U.P.G Centres at Karwar/ Haveri / Gadag and Campuses of Constituent Colleges & Public School. Interested tenderers may participate by quoting their rates through e-procurement portal <https://www.eproc.karnataka.gov.in>.

Sl. No.	Particulars	EMD Amount	Period of service																
1	Providing services of 214 number of Group-C Labours of the following categories to various Departments/Administrative Sections /K.U.P.G Centres at Karwar / Haveri / Gadag of Karnatak University and Campuses of Constituent Colleges & Public School. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Posts</th> <th style="text-align: center;">No of Workers</th> </tr> </thead> <tbody> <tr> <td>Computer Operator -cum-clerk/Steno-cum-Computer Operator</td> <td style="text-align: center;">188</td> </tr> <tr> <td>Driver</td> <td style="text-align: center;">06</td> </tr> <tr> <td>Electrician</td> <td style="text-align: center;">03</td> </tr> <tr> <td>Lab Assistant</td> <td style="text-align: center;">09</td> </tr> <tr> <td>Lab Technician</td> <td style="text-align: center;">03</td> </tr> <tr> <td>Library Assistant</td> <td style="text-align: center;">05</td> </tr> <tr> <td>Total</td> <td style="text-align: center;">214</td> </tr> </tbody> </table>	Posts	No of Workers	Computer Operator -cum-clerk/Steno-cum-Computer Operator	188	Driver	06	Electrician	03	Lab Assistant	09	Lab Technician	03	Library Assistant	05	Total	214	Rs. 10.Lakhs	11 months from the date of issuing order
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Total	214																		
<ul style="list-style-type: none"> • The bidder has to quote the percentage of service charge on the wage pay fixed by the Government i.e. excluding the PF and ESI amount which is paid from the Karnatak University, Dharwad • The GST will be payable on the salary and service charges of the total labours. 																			

Additional terms & conditions

- i. **The number of Labours indicated in the tender document is approximate. The number may increase or decrease. The tenderer should be ready to supply the services of the labourers as per the requirement of the University.**
- ii. The selected bidder (agency/contractor) should be in a position to extend the services beyond 11 months and until finalization of next tender at the same rates.
- iii. Any disputes or claims raised on account of this agreement, both the parties have to agree to solve the dispute through one or more arbitrators appointed for this purpose under Arbitration Central Domestic and International Rules 2012.
- iv. In addition to the EMD amount, the selected bidder has to submit additional Bank Guarantee of one month's salary of the total labours in the name of Finance Officer, Karnatak University Dharwad as security deposit.
- v. The selected bidder (agency/contractor) has to provide Salary Slips and Identity cards to the contract labours.
- vi. If two or more Bidders quote the same service charge, the tender will be considered as tie and in this case University reserves every right to allot the said tender to any agency in the best interest of the University under such circumstances.
- vii. University will prefer local agencies having permanent offices in Dharwad District.

Time table for e-procurement

I)	Pre-bid meeting date and place	:	08.03.2022 at 11.30 hrs. at Syndicate Hall, Administration Building KUD
II)	The last date for submitting tender through e-procurement	:	17.03.2022 at 16.00 hrs.
III)	Date of opening Technical bid	:	18.03.2022 at 16.05 hrs.
IV)	Date of opening Financial bid	:	21.03.2022 at 16.00 hrs.
The tender details may be downloaded from website https://www.eproc.karnataka.gov.in			

Note: Due to Covid-19 situations, dates for submitting tenders may get extended. For this renderers are advised to keep checking the e-procurement portal for the date extensions if any.

REGISTRAR

Technical Tender :

- 1) **The Contractor needs to upload all the following documents related to Technical bid along with the technical tender form:**
 - I. Copy of Registration Certificate issued by the Department of Labour, Government of Karnataka regarding Group-C Labour Contract Agency.
 - II. Attested copies of Income-Tax returns for the last 3 years and Pan Card.
 - III. Tenderer should furnish documents of both work order and satisfactory service certificate in support of supplying manpower in the last 3 years i.e 2018-19, 2019-20 and 2020-21.
 - IV. With respect to number of employees supplied in the last three years, only the documents uploaded along with tender are considered and documents, if any, submitted later will not be taken into account.
 - V. Previous years “No Objection Certificate” issued from the Professional Tax Department regarding payment of Professional Tax or tax paid receipt.
 - VI. “No Dues Certificate” issued from Provident Fund Organization for the last 01 year.
 - VII. “No Dues Certificate” issued from ESI Organization for the last 01 year.
 - VIII. “Certificate of Registration” issued by Provident Fund Organization & Employees State Insurance Dept.
 - IX. Details of payment made regarding PF & ESI (Attested copies of the same) (for the years 2018-19 & 2019-20).
 - X. No Objection Certificate issued from the Service Tax Dept., regarding payment of service tax returns.
 - XI. If providing service in any University or Department, submit a letter of experience about the service from 03 Institutes/Departments deploying more than 100 labours within a period of 03 years.
 - XII. Certificate issued from the Chartered Accountant regarding Authentication of the transactions for the last three years for a minimum of Rupees 02 crores.
 - XIII. A declaration for having not been disqualified / black listed / suspended from empanelment or from participation in any tender from Government / Quasi Government / Ltd. company agency in the Union of India.
 - XIV. Bylaw/profile of the Agency shall be attached.
 - XV. The bid shall be accompanied by **Earnest Money Deposit (EMD) of Rs.10,00,000/- (Rupees Ten Lakhs Only). Out of this, Rs.1,00,000/- (One Lakh Only)** must be paid through E- Procurement Portal using any of the following payment modes :
 - (a) **Credit Card** (b) **Debit Card** (c) **National Electronic Fund Transfer (NEFT)**
 - (d) **Over the Counter (OTC)**

The remaining amount of **Rs.9,00,000/- (Rupees Nine Lakhs Only)** shall be provided as **Bank Guarantee (Nationalised Banks only) in the name of the Finance Officer, Karnatak University, Dharwad**. The scanned copy of Bank Guarantee raised towards EMD shall be uploaded along with the Technical Bid. The original Bank Guarantee shall be submitted to the undersigned in-person or by post on or before the date of opening the Technical bid. The University is not responsible for loss in transit or postal delay.

The Bank Guarantee submitted towards EMD shall be valid till the end of this job ascertained period.

Other Tender Conditions

- 1) The Agency need to pay the wages as fixed by the Department of Labour, Government of Karnataka from time to time for the Group-C labours and in no case they shall be underpaid. They shall compulsorily extend insurance coverage for their Group-C labours.
- 2) **The Agency shall make payment to all its Group-C labours on or before 5th of every month without fail from its own source and reimburse the same by submitting relevant attendance, bills etc from the University.**
- 3) **Agency shall provide only those labours of Computer Operator-cum- clerk category who have good computer skills and should be in a position to clear the computer test to be conducted by the University.**
- 4) **At the time of offering services, the tenderer should furnish the list of employees along with their qualification and shall get the list approved by the University after a probation period of one month.**
- 5) The Agency themselves have to appoint the labours and provide them wage slips monthly. They have to deduct ESI / PF from the Group-C labours salary, besides maintaining a register as per the Labour Act & Contract Labour Act as applicable under Labour Laws. Agency shall be held responsible for such things and not the University.
- 6) The Agency shall have the independent PF and ESI code number at the local PF & ESI Office only. PF & ESI contributions of the labours deployed at Karnataka University, Dharwad shall be remitted under the said local PF & ESI code numbers regularly without any delay on the actual wage paid to the labours.
- 7) The University shall make the monthly payment to the agency on confirmation of all statutory compliances under Labour and Legislation applicable to such Agency.
- 8) Karnatak University reserves the rights to alter the Rules and Regulations from time to time to have efficiency in the service as per its needs and for the stipulation of Govt., Rules.

- 9) Physically fit and healthy people shall be recruited as Group-C labours. Copies of Medical Fitness Certificate issued by a Doctor shall be given at the time of entering into contract.
- 10) The eligible Agency have to enter into an agreement with the University within 7 days from the date of intimation to the agency successful in the tender, otherwise University shall forfeit the EMD amount and consider the next best agency after negotiations to the best advantage of the University.
- 11) The agency shall provide service as per the minimum wages fixed by Labour Department/ PWD Government of Karnataka until termination of contract.
- 12) Karnatak University reserves the rights to cancel the contract with prior intimation, if the service does not seem satisfactory.
- 13) EMD amount (without interest) shall be refunded to the Agency through cheque once the contract ends satisfactorily on confirmation of statutory compliance of applicable existing laws.
- 14) The contexts when EMD money shall be forfeited :
 - a) The EMD money of the agency shall be forfeited if they fail to furnish agreement deal in time after they have secured the tender.
 - b) The EMD money of the agency shall be forfeited if they fail to provide satisfactory service and due confirmation of statutory compliance of applicable labour laws and legislation to Group-C labour agency.
- 15) The Agency shall install a biometric system for the Group-C labours at a place indicated by the University on their cost.
- 16) Conditions about the payment of monthly Labour wage bill :
 - i) The agency shall submit the following documents with the bill:
 - a) Salary sheet and attendance sheet of previous month maintained by the contractor in respect of the labours engaged at University only(separately).
 - b) Individual PF ECR along with challans of previous month in respect of the labours engaged at University only (separately) and contribution paid acknowledgement.
 - c) ESI contribution history of previous month along with contribution paid acknowledgement.
 - d) Bank statement for having paid the wages of previous month and on satisfactory confirmation of compliance of statutory payments the bills shall be sanctioned.
 - ii) The Agency shall submit its monthly bill with office seal in duplicate (2 copies). Then the University shall pay through cheque within 30 days of its submission.
- 17) The EMD is forfeited, if the agency fails to provide service as per the tender conditions/rules and regulations of the University, such contract shall be cancelled. The contractor is held responsible for all the lapses and the contract shall be assigned to another person on fresh terms and conditions.
- 18) The agency assigning contract to other Sub-Contractor is strictly prohibited.
- 19) In respect of payment of the compensation under Labour Acts, it is the sole responsibility of the contractor to take care of such considerations.

- 20) The Group-C labours must have completed 18 years of age and below 60 years at the time of engaging to duty.
- 21) **If at any time, during the contract period, if the agency remits lower wages than the amount of minimum wages prescribed by the Government of Karnataka, at the direction of the Labour Department, the University shall forfeit EMD/Commission/Service Charges and the difference amount shall be paid to Group-C labours. The contract in such cases, shall be terminated forthwith.**
- 22) The Agency shall take all measures to see that the labours employed by them to provide the service shall behave properly at the premises where they are engaged and shall not do any acts which cause disturbance in the running of the University administration, the classes, the offices and the movement of students and staff in the campus area/premises. The Agency, in such cases, with intimation to the General Administrative Department shall immediately withdraw services of such labours and depute other Group-C labours with good character and conduct.
- 23) On acceptance of the tender, the Labour Agency shall get an undertaking from its labours declaring that they do not have any claim against the University with respect to their service conditions nor the University is liable to fulfill their demands which they may seek from the Labour Agency.
- 24) The Agency is solely responsible for any loss, accidents, wounds suffered or death of any Group-C labours and any damages caused due to misconduct at the time of rendering their services. The University shall not be responsible for all such incidents.
- 25) The tender is called for supply of C-Group employees purely for the financial year 2022-23 only.
- 26) In case of more than one tenderer quoting same rates, the University shall take a decision on the basis of agency having the experience of supplying cumulative highest number of employees in the last 3 years.
- 27) Any clarifications may be discussed in the pre-bid meeting.

In case of following misconduct of the contract labours, the University shall take legal action against the Labour Agency .

Wilful insubordination or disobedience whether alone or in combination with others of any lawful and reasonable order of superior;

- a) Striking work or inciting other to strike work in contravention of the provisions of any law;
- b) Wilful slowing down in performance, or abetment or instigation thereof;
- c) Theft, fraud or dishonesty in connection with the contractor or principal employer's business or property;
- d) Habitual breach of any law applicable to the work place or any rule made thereunder;
- e) Drunkenness, riotous or disorderly or indecent behavior at the work place;
- f) Habitual neglect of work or habitual negligence;

- g) Wilful damage to work in process;
 - h) Holding meetings within the premises without prior permission of the employer;
 - i) Gambling within the premises of the work;
 - j) Sleeping while on duty;
 - k) Habitual late attendance;
 - l) Threatening, abusing or assaulting any superior or co-worker;
 - m) Any other illegal activities (Any other activities, which are against the Law)
- 28) The agency shall install a biometric system for the Group-C Labours at the place provided by the University. Agency shall attach original certified biometrics attendance sheet with monthly bill. Biometric attendance sheet shall contain login and logout (check in and check out) information of all duties.
- 29) The agency and outsourced labour shall abide by the Karnatak University Rules and Conditions.
- 30) The University shall follow the Karnataka State (procurement) Transparency Act 1999 and its Rules 2000 and other ordinances, circulars and guidelines for the scrutiny and valuation of tenders and for rejection and acceptance.
- 31) The agency failing to upload the documents as per the rules and conditions, their tender shall not be considered.
- 32) After the submission of tender but, before the opening of the tender, the University reserves the rights to do any alteration/ amendments and corrections to the documentation of this tender.
- 33) The University has every right to cancel the tender at any point of time without assigning any reasons.
- 34) If the agency fails to adhere to the rules and conditions as mentioned above and imposed through amendments, the University shall take action against the contractor and EMD amount shall be forfeited.
- 35) The University reserves the rights to reject the lowest bidding tender or any other tenders without entertaining any query or explanation.
- 36) In the event of there being any dispute, the Jurisdictional Court at Hubli-Dharwad shall have the jurisdiction for these disputes.
- 37) Any disputes or claims raised on account of this agreement, both the parties have to agree to solve the dispute through one or more arbitrators appointed for this purpose under Arbitration Central Domestic and International Rules 2012.
- 38) The agency shall obtain more details from the GAD Section of the University during office hours.

- 39) The successful bidder has to give an undertaking as per the Annexure to the tender notification on a stamped paper (Rs. 500/-).
- 40) The University reserves the rights to cancel the floated tender at any stage without assigning any reasons for the same.
- 41) The Registrar, KUD reserves the rights to revise or postpone the dates of opening the Technical Bid and Financial Bid.
- 42) Tenders without the specified deposit amount (EMD) shall be rejected.
- 43) The University reserves the rights to reject the tenders of those services (Group-C Labours) provider agencies who indulge in extraneous means to favour or pressurise the University Administration / Any Other Officers.
- 44) For further information, the tenderer may visit the General Administrative Department of the University during office hours.

Conditions about the payment of monthly Group-C labours wage bill

- Previous month/s challans for the payment of EPF/ESI, as prescribed by the Government from time to time, shall be enclosed with the current month bill. The challan shall be only for the number of labours deployed at University separately and the ECR shall contain only the names of labours deployed at University.
- The agency shall consider rates of pay as fixed by the Department of Labour/P.W.D, Government of Karnataka for Group-C labours as applicable to Karnatak University. Revised rates shall be approved by the Registrar of the University before implementation. Arrears bill shall be drawn for the revised rates.
- University shall pay employer's shares of both PF & ESI to the Contractor and it is the duty of the Contractor to see that all the statutory payments like ESI, PF and other payments are paid in time. In case of failure on the part of Contractor to pay the statutory payments, the University is not at all liable for any liabilities pending with the Government.
- University contribution towards EPF/ESI, at the applicable rates shall be shown distinctively in the current bill submitted for payment.
- Net wages, after deducting labours and Employer's Contribution to EPF and ESI must be shown separately.
- TDS as per Section 194 C, at the applicable rates, shall be included along with the service commission/charges.
- The University shall make the payment to the Agency only after due certification from the immediate authority with regard to the satisfactory work in the concerned Sections through RTGS, as per bill submitted by the Agency which includes employer's share of ESI and EPF and also service charges, Service Tax after verification. In turn the Agency shall make the payment to all Group-C labours by depositing to their respective bank account SBI/Syndicate Bank. The Agency shall furnish the bank statement for having made the payment to all Group-C labours.
- The University may entrust monthly legal audit of the contractor's records to experienced Consultant/Advocate firm. The Agency shall produce all required documents to the Legal Audit firm. On receipt of satisfactory report, the University shall sanction the bill.

Financial Bid :

The Agency has to provide the services of Group-C Labours for serving in various Departments / Administrative Sections / K.U.P.G Centres at Karwar / Haveri / Gadag and Campuses of Constituent Colleges & Public School. Agency shall provide payment for the Labours as fixed by the University after making the deductions and due remittances of the contractor's and employer's contribution towards E.P.F / ESI and Service tax. The bidder shall quote the percentage of service charge on the labours salary i.e. excluding the PF and ESI amount which is paid from the Karnatak University.

- 1) There is no provision for giving the Sub-Contract.
- 2) The University reserves the rights to approve or disapprove tenders without assigning any reason.
- 3) The University reserves the rights to invite the concerned eligible contractors to discuss the revision of amount if needed.
- 4) Financial tender shall be opened only after it becomes successful in the Technical bid.
- 5) The Agency shall obtain the necessary registration required under Contract Labour (Regulation and Abolition Act-1970) and furnish the copy of the Certificate immediately before the final tender is accepted.
- 6) If the Service charge is shown as "0" or negative by any Agency, such tenders shall not be accepted.
- 7) In case of more than one tenderer quoting same rates, the University shall take a decision on the basis of agency having the experience of supplying cumulative highest number of employees in the last 3 years.

AGREEMENT (Copy)

This Agreement is made at _____, on this _____ day of _____, _____.

BETWEEN;

..... (the name of the Contractor) having office at _____ (hereinafter referred to as the "CONTRACTOR") of the FIRST PART.

AND:

Karnatak University, Pavate Nagar, Dharwad (hereinafter referred to as the "PRINCIPAL") of the SECOND PART.

The expressions shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns.

WHEREAS the Contractor is doing the business of providing Group-C Labours and other support services through its own personnel.

AND WHEREAS being a successful bidder, the Principal has agreed to engage the services of the Contractor for providing the said services in its University.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. An amount of Rs. _____/- (_____ EMD) deposited shall not be refunded before end of the contract period. i.e. 11 months and the University shall not pay any interest for such deposit.
2. The contractor shall pay monthly payment in advance before 5th of every month for ensuring monthly payment to the contract labours and later shall prepare the bill of the contract labours on the basis of their attendance and shall submit it to the University before 5th of every month. Otherwise the delay in such case shall cause a penalty of Rs.5,000=00 per day.
3. The University shall entrust monthly legal audit of the contractor's records to experienced Consultant/Advocate firm. The Agency shall produce the following documents for the purpose of audit every month .
 - a) Attendance sheet of all the labours deployed at University separately with due attestation of the University official concerned.
 - b) Wage Sheet of all the labours deployed at University separately with due attestation of Pay slips.
 - c) Bank Ledger for having credited the salaries to the individual account numbers of the labours.

- d) PF ECR of the previous month and also bank acknowledgement for having paid the contribution.
 - e) ESI contribution history of the previous month and also bank acknowledgement for having paid the contribution.
4. On satisfactory report of the legal auditor, the bill shall be processed for payment. If there is any lacunas in the statutory payments, the University is at liberty to withheld the subsequent bill of the contractor till the contractor clears the said statutory dues.
 5. With regard to every month's bill, the EPF, ESI and Service tax amount deducted from the labours salary has to be obtained from the Accounts Section, KUD in the name of the Manager, State Bank of India/Syndicate Bank, K.U. Campus Dharwad by the Contractor. The D.D / Bank Commission amount for such purpose shall be borne by the Contractor.
 6. University shall pay employer's shares of both PF & ESI to the Contractor and it is the duty of the Contractor to see that all the statutory payments like ESI, PF and other payments are paid in time. In case of failure on the part of Contractor to pay the statutory payments, the University is not at all liable for any liabilities pending with the Government.
 7. The University shall release the Contractor's Service Charge cheque only after the confirmation of his remittance of EPF/ESI and other Service Charges amount to the Govt., and concerned department.
 8. The contractor has to recruit the Group-C labours who are efficient and eligible as per the Govt., Roster without yielding to political or any other influence.
 9. **The University reserves the rights to cancel the contract, if the contractor collects deposits or deducts any amount from the engaged labours unduly except for ESI / EPF contribution from labours salary.**
 10. Before submitting the first bill for payment of labours salary, the contractor has to produce the license for supply of labours to Karnataka University, Dharwad from the Labour Department, Hubli.
 11. The Contractor has to follow the instructions given by the University from time to time regarding supply of Labours.
 12. It is the responsibility of the Agency to pay the PF / ESI contribution deducted from the salary of Labours supplied to the University to the concerned Department, i.e Income-Tax, Professional Tax, Service Tax etc., levied by the State & Central Governments and if any legal expenses occurred in this connection is to be borne by the Agency without incurring any burden on the part of the University. Unless the No Dues Certificate from the concerned authorities is submitted by the Agency, the deposit shall not be refunded.

13. The Labour wages fixed by the University are in force for 11 months from the date of agreement. But the University may revise contract period for taking into circumstance need of the contract labour.
14. If any losses occurred to the University by the labour/s supplied in their service, the same shall be recovered from the Agency.
15. The University reserves the rights to cancel the contract if the contractor violates any of the above conditions.
16. Despite such cancellation, the contractor has to continue his services in the same rate of service charges until the new contractor succeeds in tender, even after the term of 11 months are over.
17. The Agency shall provide monthly pay slip to each labour containing the details of deductions etc., as per the rules made under the Contract Labour (Regulations & Abolition) Act, 1970 (Form –XIX)
18. The Agency shall maintain a Wage Register as per Form-XVII, & Form ‘C’ XVI, Muster Roll as per the Contract Labour (Regulation & Abolition) Act-1970 Rules.
19. The labour/s so engaged shall be provided with labour identity card with photo, containing the details of the labour. (Form -XIV) of the Contract Labour (Regulation & Abolition) Act-1970 Rules. (Rule-76)
20. The contract labour engaged by a contractor shall be provided with an identity (employment) card, indicating labour’s name, father’s name, his token number, the date of engagement, designation, wage rates and his residential address and the contractor shall submit the same information to the employer also.
21. The Agency shall be responsible for any loss, accidents, wounds suffered or death of any Group-C labours and any damages caused due to misconduct at the time of rendering their services. If any loss/damages occurred to the University, that loss shall be borne by the contractor and the same shall be remitted to the University.

THAT any dispute arising out of or in relation of this Agreement shall be referred for arbitration to a person to be nominated by the Principal whose decision shall be final and binding upon all the parties and such reference shall be deemed to be a submission to arbitration under the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at Dharwad. The Court in Dharwad shall have exclusive jurisdiction to the exclusion of all other Courts.

IN WITNESS WHEREOF the parties have appended their signature on the day, month and year mentioned above in token of having accepted the above terms and conditions.

CONTRACTOR

PRINCIPAL

(FIRST PARTY)

(SECOND PARTY)

WITNESSES:

1.

2.

