



ಪಿಲಿಕುಳ ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರ

PILIKULA DEVELOPMENT AUTHORITY

ಆಡಳಿತ ಕಚೇರಿ: ಮೂಡುಶೆಡ್ಡೆ, ಮಂಗಳೂರು-575028, ದೂರವಾಣಿ: 0824-2263565, ಇ-ಮೇಲ್:pilikula96@gmail.com, ವೆಬ್‌ಸೈಟ್: www.pilikula.com
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No.PDA(1).CR:250/Tender/2021-22

Date:18.2.2022

e-TENDER NOTIFICATION

FOR
**Providing of cleaning services
(unskilled category)**

At

**Office of the Commissioner,
Pilikula Development Authority,
Moodushedde, Mangaluru-575 028**

The Commissioner of Pilikula Development Authority (Authority) (who is the Tender Inviting Authority) in association with e-Procurement wing of the Govt. of Karnataka inviting online e-Tender for providing of cleaning Services for a **period of 5 (Five) years** from the date of award of contract under two cover system (Technical Bid and Financial Bid) from the reputed agency for providing Cleaning Services. The Tender Accepting Authority is “**The Commissioner of Pilikula Development Authority**” and their decision is final in respect of this tender.

Sl. No.	Details of services required	No. of Personnel required
1.	Providing of Cleaning services (unskilled category)	19

- EMD:** Rs.44,420/- (Rupees Forty four thousand Four hundred and Twenty only). The participating bidders will have to pay Earnest Money Deposit (EMD) through any one of the e-payments i.e. Credit Card, Debit card or Internet Banking. Unsuccessful/rejected Bidder's EMD shall be refunded.
- Price Bid:** The participating bidder should quote the rate for the Cleaning Services as per the Minimum Wages Act-1948.
- The bidder can view the tender details from the websites –<http://eproc.karnataka.gov.in>

4. The technical bid shall include the PQR (Pre-Qualification Requirements) documents as prescribed in **Schedule-I**, self confirmation in **PART- I** & Declaration in **PART- II**. The financial bids shall include the duly filled **Schedule-II**.
5. Both the Technical & Financial Bidding is through e-Tendering only. The bidders shall upload all the documents as per PQR for technical evaluation along with financial evaluation. Only the qualified Technical Bidders will be considered for Financial Bids.

Calendar of events:

i.	Tender Notification date	18.2.2022
ii.	Last date for uploading the bids	09-03-2022 up to 17.30 hrs
iii.	Opening of technical bids	11-03-2022 at 15.00 hrs
iv.	Opening of financial/price bids	14-03-2022 at 15.00 hrs

Commissioner
Pilikula Development Authority

Schedule-I

Pre-qualification Requirements for Bidders [POR and conditions]:

- i. Bidders should be a company registered with Labour Department.
- ii. The bidders should be having an experience of at least 3 years in providing unskilled services to two or more State/Central Government Department/ organizations/ undertakings/ corporations for at least in preceding three financial years and should have rendered services satisfactorily. (Documentary proof in the form of certificate issued by the Authority/organization / undertaking for satisfactory services rendered shall be scanned and uploaded. The office of the Commissioner of Authority will verify the documents with the concerned wherever necessary.
- iii. Subject to clause (3) below of this tender document the annual turnover of the bidder shall not be less than Rs.50.00 Lakhs in any one of the last three financial years (i.e. 2018-19, 2019-20 and 2020-21).
- iv. The bidder should have local office in Mangaluru and proof thereof i.e., Trade License issued by Mangalore City Corporation, Mangalore should be uploaded.
- v. The bidder shall upload the copies of the following Documents for technical criteria:
 - a. Certificate of Registration under the Employees State Insurance Act (ESI) – Copy of the registration certificate.
 - b. Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner.
 - c. Registration Certificate issued by the Labour Dept.,
 - d. GST Registration Certificate.
 - e. Certificate of Registration under Professional Tax Act.
 - f. Copy of the PAN card of the bidder.
 - g. Any other registrations required as per the existing laws relating to providing of Manpower services.
 - h. Audited Balance Sheet and Profit and Loss Account duly certified by a Chartered Accountant for the years 2018-19, 2019-20 and 2020-21.
 - i. Experience Certificates in providing of Cleaning Services(unskilled category) and should have rendered service to two or more State / Central Government Department's / organizations /undertakings / corporations for the last 3 years.
 - j. Name & address of the Bidder/organization/undertaking/corporation.
 - k. Office details in Mangaluru including the name of the contact person, designation, e-mail ID & telephone number.
- vi. Bidders whose contracts have been terminated / foreclosed by any employer during the last 3 years due to non-fulfillment of contractual obligations/ noncompliance of statutory obligations are not eligible to bid. **The bidder should clearly specify and submit letters in writing separately stating that they do not fall under this category.**
- vii. Final acceptance of the tender rests with the Commissioner of Authority. He has the right to accept or reject any or all tenders without assigning any reason thereof.
- viii. The bidder shall abide by the provisions of Employees Provident Fund and Miscellaneous Provisions Act and Rules there under, ESI Act, the Contract Labour (R&A) Act, etc., and enroll eligible employees working with the agency, and ensure timely remittance of all statutory contributions at applicable rates to the authorities regularly.

6. Remuneration and Statutory Payments:-

- i. The minimum wages applicable in Minimum Wages Act -1948 should be followed by the Service Provider.
- ii. For the manpower supplied the applicable ESI/EPF should be deposited in the respective statutory bodies account and proof of payment made should be produced every month.
- iii. All payments of salaries made by the bidder to the manpower supplied should only be through bank account and no cash transaction whatsoever should be made and proof of disbursement should be provided every month on or before 5th of every month.
- iv. The successful bidder should have bank account nearer to the Authority office and payment of salary of their employees shall be in the same bank.
- v. The successful bidder is liable to comply with all laws applicable, including labour laws.
- vi. The successful bidder shall attend the office on a date to be fixed and intimated to him for executing agreement etc. failure on the part of the successful bidder to **execute the contract agreement within 1week from the receipt of written communication of letter of acceptance to this effect, would entail rejection of the bid and forfeiture of EMD.**
- vii. Applicable taxes, as per rules in force will be deducted from the bills payable to the agency.
- viii. The GST and Professional Tax payments are to be made by the service provider and proof of payment should be provided every month.
- ix. The above payments and the take home remuneration of the employees deployed, Employer and Employee share of EPF and ESI, GST and Profession Tax shall be confirmed by the Service Provider/Agency on a monthly basis by providing documentary proof.
- x. Any changes in statutory levies/contributions in respect of EPF, ESI, GST, etc. are to be suitably modified.

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Schedule –II

Financial Bid for Cleaning Services(unskilled category)

- 1) All the unskilled manpower deployed to Authority shall be paid their wages on monthly basis (by ECS in time) by the Tender Agency. Monthly wages to be paid to deployed manpower will be as per following breakup. (Rate of monthly wages should not be less than rates of minimum Wages Act-1948

<u>Manpower Description</u>	
1. Daily minimum wage rate per person	As prescribed by the Govt.
2. VDA	
3. EPF	
4. ESI	
Total:	
5. Contractor's Service charges in percentage(%)	
6. GST and other	As prescribed by the Govt.

Contractor's Service charges in percentage (%) only shall be quoted in the e-procurement Portal.

Notes:

1. The rates quoted by the tendering agency shall be inclusive of all statutory/taxation liabilities at the time of entering in to the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working day for which duty has been performed by each manpower.
3. For the purpose of quoting the minimum wages the scale required by the local authority is applicable.

Date:

Place:

Seal & Signature of Bidder/Agency

** *** **

7. GENERAL INFORMATION

1. The validity of the offer shall remain open for a period of ninety days from the date of opening of tenders (financial bids). If any tenderer withdraws his tender before the said period or makes any modifications in the terms and the conditions of the tender, then the Commissioner of Authority shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
2. Alternative tender will not be considered
3. Tender document is non-transferable.
4. Conditional tenderers are liable for rejection.
5. Tenders without or insufficient amount of EMD will be rejected outright.
6. Bidders intending to bid for the tender can have detailed information from the office during office hours.
7. The Commissioner, Pilikula Development Authority, Mangaluru who is the tender accepting authority reserves the right to reject any or all tenders without assigning any reason.
8. The successful tenderer shall enter into an agreement with the Authority on a non-judicial stamp paper of **Rs.100/-** (Rupees One hundred only) in accordance with the terms and conditions as specified in tender document.
9. Security deposit in the form of Bank Guarantee as prescribed in the contract document would be collected before entering into agreement.
10. Payments of salaries to the employees deployed by the service provider to the Authority shall be provided every month and the list of Bank accounts of all the employees deployed have to be furnished every month as per the Minimum Wages Act-1948. Similarly, EPF and ESI contribution shall be remitted to the EPF/ESI accounts as specified under the respective Acts. Also, the remittance of GST shall be provided by the bidder to the CTD for the employees and the PT deducted wherever applicable from the basic remuneration of employees and shall be remitted to the concerned authority. All the above proof of payments should be provided every month.
11. In case more than one agency stands L1, QCBC system will be applied for selection.
12. **The duration of the contract is for 5 years, extendable for further period not exceeding two years** by mutual consent with the same terms and conditions of the agreement executed. However, the contract can be terminated by either party on three months' notice.
13. The service provider **should not appoint a sub contractor**. If the service provider is found to have appointed the sub contractor, the contract will be terminated at the risk and cost of the service provider concerned.
14. The service provider shall furnish pay slips to all its employees regarding take home remuneration and statutory deductions.
15. The service provider shall be responsible to fulfill all statutory obligations such as remittances of service tax, professions tax, EPF/ESI, etc. in respect of each of the employees deployed in Authority under this contract.
16. Applicable taxes, as per rules in force will be deducted from the bills payable to the agency.
17. Unsuccessful/rejected Bidder's EMD shall be refunded.

18. Tender quoting lowest service charges (including GST payable thereon) will be considered.

1. The agencies shall submit a check list with details of documents on fulfillment of PQR conditions.
2. The Financial bids of the agencies which do not meet the Pre-Qualifying Requirements (Technical Bids) will not be considered.
3. The Commissioner, Authority, Mangaluru shall cause examination of the PQR documents of the agencies and on that basis a list of qualified bidders will be prepared.
4. Only the technically qualified bidder's financial bid of will be opened for consideration.

8. SCOPE AND DETAILED SPECIFICATION OF SERVICES REQUIRED:-

1. The premises consist of Pilikula Development Authority having an area of 356 acres with different sections. Work will be assigned as per the requirements.
2. **Totally 19 Cleaning personnel** will have to be supplied and all of them should wear uniforms with an identity card issued by the contractor. If any additional services is required the successful bidder should be ready to supply as per agreed terms immediately on the request of the Authority.
3. **The cleaning schedule for the premises described above is as under:**
 - ii. The complete premises consists of various offices of staff and cabins of officers have to be cleaned every day by sweeping the dust and by using a mop along with cleaning agents and disinfectants once in a day before the commencement of the office hours at 10.00 AM.
 - iii. The Washrooms in all the components should be washed and cleaned with Detergents and also by Disinfectants once before the commencement of the office and thereafter frequently.
 - iv. The individual washrooms of the senior officers in all the floors will have to be cleaned with detergent and disinfectant once before the commencement of the office and frequently.
 - v. In addition to the above, the entrance and the surrounding area where the premises is situated have to be cleaned by sweeping of dust and spraying of water every day once before the commencement of the office hours.
 - vi. Responsible for general cleanliness to provide tidy and sanitary amenities inside entire area of Authority as required, Well organized to every day cleaning such as dusting vacuuming, wash room, foot path, dividers etc., cleaning frequently.
 - vii. In addition to the above all the ceiling fans, window panes, doors and partition walls of the various offices will have to be cleaned once a week.
4. For all matters arising out of this contract either between the service provider and the Authority or between the personnel deployed by the Service provider with the Service Provider, the jurisdiction of the court shall be at Mangalore.
5. The personnel deployed by the Service Provider shall not have any connections with the employees of the Authority. The Service Provider shall be responsible for any un-authorized acts of the personnel deployed and for any damage/injury sustained by them in the course of their work/duty.
6. The service provider will be fully and solely responsible for any violations under the relevant statutes, and any such violation will be a breach of contract and the Authority at its discretion may cancel the contract. The service provider shall also be liable for any pecuniary liability arising on account of any violation of any of the provisions of the relevant laws.
7. The service provider shall provide uniforms for the personnel deployed by them along with Photo ID cards to all its employees with the agency's Logo & Name and Designation of the personnel deployed from the commencement of the service contract.
8. The service provider shall maintain proper records pertaining to the employees deployed including the remuneration pay slip, disbursement of remunerations, remittances of statutory payments to the various statutory authorities and present the same to the Authority/ Officers or the concerned statutory authorities whenever called for.

9. The service provider shall maintain the acquaintance/pay roll and other relevant particulars pertaining to the personnel deployed and the same shall be made available for inspection by the officer of the Authority and other statutory authorities as and when so required.
10. If any personnel deployed by the service provider are considered undesirable by the Authority, it shall be the responsibility of the service provider to remove the said person or persons from the work. Such persons cannot be re-deployed by the service provider for any other work of the Authority without the specific permission of the Authority.
11. In case of any ambiguity or doubts with regard to the terms, clauses used in the tender documents, clarifications should be sought in writing, before submitting the tenders, failing which, the decision of the Authority in all such matters shall be final and binding on the service provider.
12. The Authority shall not be held responsible or called upon to make good any losses/costs incurred by service provider on account of factors beyond its control such as legal impediments, accidents, illegal actions of the employees deployed, etc., or for any reason whatsoever.
13. The scope of service is liable for alteration by way of deletions or additions at the discretion of the Authority.
14. The service provider shall obey all relevant Central, State and local regulations and enactments pertaining to contract personnel and the Commissioner of Authority shall have the right to enquire into and decide all complaints on such matters.
15. All compensations or other sums of money payable by the Service provider to the Authority under the terms and conditions of this contract may be deducted from its security deposit or from any sums that may be due or may become due to the Service provider by the Authority on any account whatsoever and in the event of security deposit being reduced by reasons of any such deduction the Service provider shall, within 10 days thereafter make good the shortfall in the security deposit referred to above.
16. The antecedents of the personnel deployed by the Service provider should be verified through local police or by any other Government Agency, and the Service provider alone shall be responsible for the good conduct of its personnel while on duty as well as off duty in Authority's premises and the personnel deployed shall be have like responsible persons at all times.
17. The Service provider will be held responsible for all the acts of the employees deployed with all risks arising from carelessness, negligence or damage or loss by theft, pilferage etc. and the Service provider shall undertake to compensate the losses arising from such acts of employees to all the concerned including Commercial Taxes Authority.
18. The Service provider and the employees deployed shall not disclose any information to the public pertaining to the Authority without prior permission.

9. BREACH OF TERMS AND CONTRACT

The following acts on the part of the Service provider will constitute breach of contract:

1. Failure to deploy the required number of employees within the prescribed time limit.
2. Failure to make/submit details/proof of payments, EPF, ESI and other statutory remittances in respect of any of the personnel deployed by the Service provider within the prescribed time limit.

3. Deduction from the remuneration payable to the personnel deployed, of any amount not being any statutory levy or contribution, and collection of any amount either directly or indirectly from the personnel deployed as commission or fee or any other amount either before their deployment or anytime during their deployment in the Authority.
4. Failure to submit the relevant documents/registers pertaining to the personnel deployed.
5. Deficiency in service, like not replacing the employees in place of absentees, under-performers, persons suspected of carrying out fraudulent transactions etc. whenever such requests are made by the Authority.
6. It is open to the Authority to initiate the following penal actions against the service provider on breach of any of the above terms:
 1. At first instance to issue warning notice clearly narrating the incident of breach asking the Service provider to submit its explanation and the action the Service provider is proposing to avoid repetition of such incident.
 2. On the second instance to impose a penalty not exceeding Rs.2,000/-.
 3. On subsequent instances to impose a penalty of **Rs.10,000/-**. If the same persists further, the contract will be terminated and the Service provider will be blacklisted after forfeiting Security Deposit.
7. This does not preclude the Authority from recovery of the directly attributable losses on account of the actions of an employee of the Service provider from any available legal options including forfeiture of security deposit.

10. DURATION AND TERMINATION OF CONTRACT:

The duration of the contract is for a period of **5 years from the date of award of contract and** extendable for further period not exceeding two years by mutual consent at the same rates. However, the contract can be terminated by either party on three month's written notice.

11. PREMATURE TERMINATION OF THE CONTRACT:

If the services of the personnel deployed by the Service provider are found not satisfactory and if anyone of the conditions of the contract agreement is violated, the Authority reserves the right to terminate the contract prematurely without assigning any reason thereof. In case of any dispute the jurisdiction of the court shall be at Mangaluru.

12. Financial bids of bidders who do not satisfy the PQR conditions [Technical bid] will not be considered.

13. SECURITY DEPOSIT /PERFORMANCE SECURITY

The bidder shall deposit an amount of 5% of the bid amount as security deposit/performance security in the form of D.D. obtained from the nationalized Bank in the name of "Pilikula Development Authority" at the time of entering into agreement. The same shall be refunded to the Service provider after successful completion of service contract assignment.

14. The Authority agrees to make payment to the Service Provider against monthly service bill provided the same is correct in all respects, within 90 days from the date of submission of bill by the Service provider.
15. In case any dispute or difference arises between the Authority or its representative and the Service provider on any matter within the scope of this contract, then either party shall forthwith give written notice of such dispute or difference to the other party and such dispute or difference shall be referred to the Commissioner of Authority, Mangaluru whose decision will be final.

16. To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode of procedure and carrying out the work, the decision of the Commissioner of Authority, Mangaluru shall be final and binding on the Service provider.
17. If any loss or damage is caused to the Authority by non-compliance of the obligations under this agreement by the Service provider, the Service provider is liable to make good such losses and the Authority shall be entitled to recover the same from the Service provider.
18. The Service provider shall furnish a copy of the relevant licenses issued by various Departments under the Contract Labour (Regulation and Abolition) Act, 1970.

Commissioner
Pilikula Development Authority

PART-I

To:

The Commissioner
Pilikula Development Authority
Moodushedde, Mangaluru- 575 028.

TENDER FOR PROVIDING OF CLEANING SERVICES(UNSKILLED CATEGORY) AT PILIKULA DEVELOPMENT AUTHORITY, MOODUSHEDDE, MANGALURU

I/We..... do hereby tender for providing of services as mentioned above at Pilikula Development Authority in which the office of the Commissioner of Authority is housed as per the rates quoted and in all respects in accordance with the conditions applicable.

NATURE OF SERVICE:	PROVIDING OF CLEANING SERVICES (UNSKILLED CATEGORY) AT PILIKULA DEVELOPMENT AUTHORITY, MOODUSHEDDE, MANGALURU
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I/We have paid an amount of Rs.44,420/- through Credit Card/Debit Card/Internet Bank towards EMD. I/we are aware that the EMD will not bear any interest. Should my/our tender be accepted, I/ we agree to pay another 5% of the bid amount towards security deposit for the due fulfillment of the contract.

If this tender is accepted, I/we agree to abide by and fulfill all the terms and conditions of the contract or in default thereof pay to the Commercial Taxes Authority the sum of money mentioned in the said contract without prejudice to any other right of the Commercial Taxes Authority.

I/We distinctly agree that I/we would hereafter make no claim or demand upon the Commercial Taxes Authority based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said contract, agreements, stipulations, restrictions and conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address given herein.

I/We fully understand the terms and conditions of the contract to be entered into between me/us and the Commercial Taxes Authority and the written agreement shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until an agreement has been signed by me/us and the Commercial Taxes Authority.

Dated this day of 2022.

BIDDER/CONTRACTOR/SERVICEPROVIDER

PART-II

To:

The Commissioner
Pilikula Development Authority
Moodushedde, Mangaluru- 575 028.

DECLARATION

(To be given by the Bidder/Contractor /Service Provider at the time of uploading the completed tender)

NATURE OF SERVICE	PROVIDING OF CLEANING SERVICES(UNSKILLED CATEGORY) AT PILIKULA DEVELOPMENT AUTHORITY, MOODUSHEDDE, MANGALURU
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I/We have read the Tender documents and related matters carefully and diligently and that I/We have uploaded the tender having studied, understood and accepted the full implications of the agreement.

The requirements of the tender agreement stated here in will be fulfilled by me/us to the satisfaction of the Commissioner of Pilikula Development Authority).

BIDDER/ CONTRACTOR/ SERVICE PROVIDER