



## **KARNATAKA TEXT BOOK SOCIETY (R)**

**Karnataka - Bangalore**

### **"TENDER NOTIFICATION"**

**To provide the services of Computer Programmer, Accounts Assistants, Data Entry Operators, Multi Task Assistant & House Keeping to Karnataka Text Book Society.**

***TENDER DOCUMENT***

***Address for communication***

**MANAGING DIRECTOR**

**KTBS, Karnataka, DSERT Building, Banashankari 3<sup>rd</sup> stage,  
Outer Ring Road, Hosakerehalli, Bangalore – 85**

**Phone No: 26422238**

**Fax No: 26421299/45**

**Email: ddpiktbs@gmail.com, textbooksociety@gmail.com**

## **KARNATAKA TEXT BOOK SOCIETY (R)**

**O/o the MANAGING DIRECTOR, DSERT Building, Outer Ring Road, Banashankari 3<sup>rd</sup> Stage, Bangalore-85**

Invitation for Providing Services of Computer Programmer, Accounts Assistants, Data Entry Operators, Multi Task Assistant & House Keeping to Karnataka Text Book Society.

- (1) Tender is invited in the prescribed format from Firms/ companies to provide services of Computer Programmer, Accounts Assistants, Data Entry Operators, Multi Task Assistant & House Keeping to KTBS OFFICE on indent basis. The bidder has to submit the proposal along with EMD of Rs.39,600/-(**Thirty Nine Thousand six hundred only**)

The document is available on the internet in the website <http://www.eproc.karnataka.gov.in>. The same can be downloaded from the internet.

It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the following website: <http://www.eproc.karnataka.gov.in>.

The bidders will be required to register themselves with the centre for E-Governance to participate in the bidding process and also get Necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website: <http://www.eproc.karnataka.gov.in>. Necessary training and hands on experience in handling e-procurement system could be obtained from the centre for E-Governance. Necessary details could also be obtained over telephone at 08022485867.

- (2) The pre-proposal conference will be held at O/o MD, KTBS, Bangalore on **09-12-2016 at 11.00 P.M.**
- (3) The Completed document "Request for Proposal" should be submitted on or before **20-12-2016 at 5.00 P.M.** The technical proposal will be opened on **23-12-2016 at 11.00 A.M.** The detailed time schedule of the tender is as under.

<b>Tender reference and Date</b>		
1	Amount put for tender	Approx. 15.84 lakhs
2	Date of commencement of tender downloading on web site	<b>21-11-2016</b>
3	Last date and time for submission of bid	<b>20-12-2016 at 05.00 PM</b>

4	Date and time of opening of Technical Bid	<b>23-12-2016 at 11.00 AM</b>
5	Probable date and time of opening Financial Bid	<b>28-12-2016 at 11.00 AM</b>
6	EMD amount payable electronically only	<b>Rs 39,600/-</b>
7	<b>Pre bid meeting</b>	<b>09-12-2016 @ 11.00AM</b>

**(4)** For further details contact the Office of the Managing Director, during office hours or call Ph:080-26422238,

Sd/-  
**MANAGING DIRECTOR, KTBS,  
Karnataka, Bangalore.**

**KARNATAKA TEXT BOOK SOCIETY (R)**

O/o the **MANAGING DIRECTOR**, DSERT Building, Outer Ring Road, Banashankari 3<sup>rd</sup>  
Stage, Bangalore-85

***A Brief information on “REQUEST FOR PROPOSAL” (RFP)***

1. Under KTBS program there is a need of services of Computer Programmer, Accounts Assistants, Data Entry Operators, Multi Task Assistant & House Keeping to KTBS OFFICE on indent basis.
  2. Proposals in Electronic Form are invited from professional **Firms/ Companies** who are registered as **“Human Resource Service Providers” only** to participate in the tender for providing the services referred at 1 above.
  3. The proposal to be submitted along with Earnest Money Deposit (EMD) of **Rs. 39,600.00**. The EMD shall be kept valid for at least 45 days in addition to the Proposal Validity Period and would need to be extended, if so required by the KTBS for any extension in Proposal Validity Period.
- 3.1 The Bid Security shall be credited to the account of Centre for E-Governance
- a) Through Credit Card
  - b) Internet Banking
  - c) National Electronic Fund Transfer
  - d) Remittance over the counter of AXIS Bank

The Bidders' bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at AXIS Bank.

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

- a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account until the Tender process is finalised.
  - b) The entire EMD amount for a particular tender has to be paid in a single transaction.
- 3.2 The EMD shall be returned to the unsuccessful Bidders within a period of eight (8) weeks from the date of announcement of the Successful Bidder. The EMD submitted by the Successful Bidder shall be released upon furnishing of the Performance Security of 5% of the total bid amount in the form and manner as stipulated in **LOI-13**.

3.3 The EMD shall be forfeited in the following cases:

- a) If the Bidder modifies or withdraws the Proposal;
- b) If the Bidder withdraws the Proposal during the interval between the Proposal due date and expiration of the Proposal Validity period;
- c) If the Successful Bidder fails to provide the Performance Security and to execute the agreement within the stipulated time or any extension thereof provided by the KTBS ;
- d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;

4 The letter of invitation, terms of reference and information for consultants are enumerated in this request for proposal.

**Sd/-**  
**MANAGING DIRECTOR, KTBS,**  
**Karnataka, Bangalore.**

## LETTER OF INVITATION

Sir,

**Sub:** Letter of Invitation for providing services of Computer Programmer, Accounts Assistants, Data Entry Operators, Multi Task Assistant & House Keeping to KTBS OFFICE on indent basis.

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1. You are here by invited to submit Technical and Financial proposal for providing services of personnel to work as Computer Programmer, Accounts Assistants, Data Entry Operators, Multi Task Assistant & House Keeping in the KTBS OFFICE. The services of Human Resources is proposed to be obtained initially for a period of one year up-to **31.03.2018** (or) from date of execution of MOU. This may also be extended to another period of one year on mutual acceptance without any revision of terms and conditions, including the pricing.
  
2. The purpose of this assignment is,
  - a) to get smooth, efficient and timely feedback from District to KTBS OFFICE on Sale of Text Books, Issue of Free Text Books & Funds Releases, Expenditure and for reconciliation of funds received by the BEO's.
  - b) for creation and maintenance of KTBS software and updating so as to get the real time data with respect to indent, sale, issue & stock of Sale and Free Text Books, to have the details with respect to the funds received from the sale of Text Books, On-line issue of receipts for sale and free text books at the BEO's office through software, to get the On-line utilisation certificate from the BEO's for the funds released by the KTBS.
  - c) to maintain proper records and cash book in double entry system, and also in tally software with respect to the release, expenditure and the receipt of funds by the KTBS.

Releases	- Monthly statement during Financial Year
Expenditures	- Monthly
UCs	- Immediately after completion of the accounting year as per general accounting standards.
  - d) to have a smooth & efficient office work, to have a neat & hygienic office atmosphere.
  
3. The request for proposal contains the following documents.
  - a. Terms of References
  - b. Technical Proposal- Standard Form
  - c. Financial Proposal - Standard Form

4. In order to obtain more information on the assignment, it is considered desirable that a representative of your firm visits the office of the MANAGING DIRECTOR, KTBS Karnataka, Bangalore before the proposal is submitted. Your representative may meet the **Accounts Officer (or) Assistant Administrative officer, KTBS OFFICE, KTBS, Karnataka, Outer Ring Road, Banashankari 3<sup>rd</sup> Stage, Bangalore.**
5. A pre-proposal conference open to all prospective Bidders will be held on **09.12.2016 at 11.00 A.M.** at KTBS OFFICE, KTBS, Banashankari 3<sup>rd</sup> Stage, Outer Ring Road, Bangalore. The Prospective agencies/ firm/ company will have an opportunity to obtain clarification regarding the scope of work, terms of reference, contract conditions and any other pertinent information.
6. **Eligibility for Bidder :**
  - 6.1 The Bidder must have a Company Registered under the provisions of the Companies Act or A firm Registered in Karnataka with the Competent Authority.
  - 6.2 The Company/firm should have been registered its business as “**Human Resource Service Provider**” with the competent authority, otherwise the bid will be treated as ineligible bid.
  - 6.3 The Company/firm should have been in the business for providing Man power Resource at least for the last **3 years.**
  - 6.4 The Company/firm should have previous experiences in the field of providing man power services, to public sector/central Govt/ State Departments and should have provided the man power services to at least 10 organisation during the past two years ie. 2014-15 & 2015-16.
  - 6.5 Company/firm should have an cumulative **Turnover** of **Rs.40.00** lakhs in any two audited years in the past 5 years.
  - 6.6 Company/firm should have a certificate of legal status, Place of Registration and Principal place of business of the Firm.
  - 6.7 Company/firm should have a **Service Tax** Registration and Service Tax returns filed in the **two** financial years i.e., 2014-15 & 2015-16.
  - 6.8 Company/firm should have an acknowledgement of **Income Tax** returns filed in the last **two** years i.e., 2014-15 & 2015-16. Audited financial statement for the last 3 years.
  - 6.9 Company/firm should have a **EPF Registration** and EPF returns filed in the last two financial years i.e., 2014-15 & 2015-16..
  - 6.10** Company/firm should have a ESI Registration and ESI returns filed in the last two financial years i.e. 2014-15 & 2015-16.

**6.11** Company/firm should have a Karnataka Professional Tax Registration and PT returns filed in the last two financial years i.e. 2014-15 & 2015-16.

7. The “**TECHNICAL PROPOSAL**” should include the description of the Firm/Companies and their general experience in the field of assignment, qualification and competency of the personnel proposed for the assignment. The technical proposal should also include proposed work plan methodology and approach in response to suggested terms of reference.

The “**TECHNICAL PROPOSAL**” should include the following & all the copies should be duly attested by the Notary OR any Gazetted Officer.

- i. Letter of proposal Appendix-A
- ii. Power of Attorney Appendix-B
- iii. Details of bidder/service provider Appendix-C
- iv. Statement of Experience Appendix-D
- v. Statutory auditor certificates Appendix-E
- vi. Registration Certificate
- vii. PAN Card.
- viii. IT returns acknowledgement
- ix. Audited balance sheet certified by Chartered Accounts
- x. Service Tax registration issued by appropriate authority.
- xi. Professional Tax registration issued by appropriate authority.
- xii. EPF registration issued by appropriate authority.
- xiii. ESI registration issued by appropriate authority.

7.1 The “**FINANCIAL PROPOSAL**” will be on monthly lump sum basis for providing the services of Account Assistants to KTBS OFFICE & District Offices with a break-up of statutory deductions. The financial proposal shall be inclusive of all duties, and all types of taxes etc., as applicable. (**APPENDIX – F**).

8. **Opening of Proposal:**

The proposals containing technical proposal will be opened by the MANAGING DIRECTOR, KTBS, Karnataka, Bangalore or his authorised representative in his office on **23-12-2016 at 11.00 A.M.** in the e-form. It may please be noted that the Financial Proposal containing the detailed price offer will be opened after completion of technical evaluation.

9. **Evaluation:**

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals being opened. The technical proposals will be evaluated based on the documents provided by the bidder as mentioned at para 6 & 7 above.

10. **Deciding Award of Contract:**

a. The client will carry out the evaluation of proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria. A



proposal to be considered unsuitable shall be rejected at this stage if it does not respond to the important aspects of the terms of reference or if it fails to produce the relevant documents as sought for at 6 & 7.

The KTBS will notify the names of the Firms, whose proposal did not meet the required qualification or were considered non-responsive to the letter of invitation and terms of reference, indicating that their financial proposals will be kept unopened. The KTBS will simultaneously notify the Firms / Agencies that have qualified in technical evaluation, indicating the date and time set for opening of financial proposals.

- b. The financial proposal shall be opened in the electronic form only, those Firms who are **technically qualified**.
- c. The **Firm quoted the L1 (least) in financial bid will be considered**.
- d. Negotiations with the successful bidder

The aim is to reach an agreement on all points and sign a contract. Negotiations will include discussion on the Technical proposals, staffing and any suggestions made by the firm to improve the terms of reference. The client and firm will then work out the agreed final terms of reference. The client expects to negotiate a contract on the basis of the Personnel named in the proposal. Before contract negotiations, MANAGING DIRECTOR, KTBS, Karnataka, will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment.

The negotiations will complete on signing the agreed contract by the **MANAGING DIRECTOR, KTBS, Karnataka** and the firm.

- 11. Please note that the MANAGING DIRECTOR, KTBS, Karnataka, Bangalore, is at full liberty to reject the RFP without assigning any reason. Further, as quality is the principal selection criterion, the MANAGING DIRECTOR, KTBS, Karnataka, Bangalore is not bound in any way to select the firm offering the lowest price and will have all the right to reject RFP though the firm offered lowest price.
- 12. The MANAGING DIRECTOR reserves the right to modify or cancel or add any clauses or conditions under TOR or GCC at any point of time during the period of contract. The MANAGING DIRECTOR decision is final in case of any dispute.
- 13. Within 20 days of issue of L.O.A the successful Bidder shall accept the L.O.A and return same to the K.T.B.S. The successful bidder shall furnish a security deposit of 5% on estimate amount and shall sign the agreement and deliver it to the purchaser within 20 days of issue of L.O.A or within such further time as K.T.B.S may agree to its discretion immediately after signing the agreement work order will be given.

14. You are requested to hold your proposal valid for 90days from the last date for submission of the bid without changing the personnel proposed for the assignment and your proposed price. The MANAGING DIRECTOR, KTBS, Karnataka, Bangalore will make best efforts to select a Bidder within this period.
15. The payment under this assignment will be subject to normal tax liability in India.
16. We would appreciate if you inform us the following by Telex/E-mail.
  - a) Your acknowledgement of the receipt of this letter of invitation.
  - b) Whether or not you will be submitting a proposal.

Yours faithfully,

Sd/-  
**MANAGING DIRECTOR,  
KTBS,  
Karnataka, Bangalore.**

***Enclosures:***

1. Terms of References
2. General conditions of contract

**TERMS OF REFERENCE FOR PROVIDING SERVICES OF “HUMAN RESOURCE PERSONNEL” SUCH AS COMPUTER PROGRAMMER, ACCOUNTS ASSISTANTS, DATA ENTRY OPERATORS, MULTI TASK ASSISTANTS AND HOUSE KEEPING TO THE KTBS OFFICE**

**1. BACKGROUND :-**

The KARNATAKA TEXT BOOK SOCIETY (R) - Karnataka is a registered society which is implementing the state sponsored program of printing and supply of TEXT BOOKS to all the Primary and Secondary Schools to attain the goal of reaching the TEXT BOOKS to all the students in all the districts of Karnataka state before commencement of academic year. The Text Books are issued free of cost for all the students studying in Government and Aided Schools, and by Sales to all other students who are studying in Un-Aided Schools. The Government of Karnataka is funding for free supply of Text Books.

**2. OBJECTIVES:-**

**2.1 OBJECTIVES for COMPUTER PROGRAMMER :**

- a) Computer Programmer should be posted to the office of the KTBS OFFICE.
- b) The Computer Programmer should have the capability to develop and maintain the software as required by the KTBS needs.
- c) The Computer Programmer has to give the reports based on the available data as and when required by the KTBS and in such a format as required by the KTBS.
- d) It is the responsibility of the computer programmer to maintain all the data base as required by the KTBS. Since the KTBS's main objective is to print and supply of the TEXT BOOKS before the commencement of the academic year. The Computer programmer has to capture the data such as the Stock of the Sale And Free Text Books separately and Title Wise stock details has to be maintained.
- e) The Centralise Data Base has to include all the details such as the Stock, Supply, Issue of the Sale and Free Text Books Title wise Separately.
- f) The Computer Programme has to design a software such as all the transaction such as Opening Stock, Receipt of New Stock, Issue of Sale and Free Text Books, Transfer of Sale & Free Text Books to other Office, Conversion of Text Books from Sale to Free and vice-versa and closing stock should be done only through this software, so that a real time transaction can be monitored at the state level. While issuing Sale and Free Text Books the system should issue

SUO motto "Bills of Sales" as required by the Karnataka Value Added Tax Act-2003.

- g) The Computer Programmer has to link the software to the Department data base containing the all school data base such as DISE. Each school transaction should be done using DISE CODE only.
- h) The Computer Programmer has to attend all the complaints arising at Block Level connected with the software which will be intimated through e-mail on a priority basis.
- i) The Computer Programmer should have a Financial Data Base such as the revenue received by sale of Text Books, and Loss of the revenue by converting the Sale Text Books to Free from each blocks. A separate Transaction code has to be generated for each transaction.
- j) He/ She has to issue a Unique User ID and Password to each block level officer so that individual responsibility can be fixed in case of any misappropriation.
- k) The Computer Programmer has to take all pre-cautionary measures so that the data base is not vulnerable to hacking, fishing or any other kinds of online threats.
- l) The Software, Data Base created, acquired by the computer programmer is a sole property of the KTBS. The computer programmer has no rights over the KTBS Data Base. The computer Programmer should not use the Data Base other than the KTBS needs without the written prior permission of the MD of KTBS. Misuse of the KTBS Data Base by the Computer Programmer will be treated as criminal offence and action will be initiated as per the law.
- m) The Computer Programmer has to handover all the controlling keys such as Password and User ID of the server and the Data Base and other controlling keys if any, before getting discharged from his duties of KTBS. Once He/She left the organisation they will not have any rights over the Data Base and Software of the KTBS which was maintaining by them.

## **2.2 OBJECTIVES for Accounts Assistants:**

- a) The Accounts Assistants posted to KTBS should discharge the following duties under the supervision of Accounts Supdt.
- b) Accounts Assistant should be posted to the office of the KTBS OFFICE.
- c) He/She should be conversant with maintenance of Cash Book in double entry system and maintenance of subsidiary registers.

- d) He/She should assist to maintaining the complete accounts of funds released from Government of Karnataka, and funds released to the implementing units.
- e) He/She should assist to collect the accounts from the Districts and schools regularly through the BEOs & DDPIs.
- f) He/She should compile the monthly accounts of the KTBS by obtaining expenditure statement from the Block & Districts within the prescribed format and date.
- g) He/She should assist in maintaining the accounts pertaining to statutory deductions and remit the deductions made to the respective heads of accounts without any delay.
- h) He/She should file Income Tax and Value Added Tax Returns on a timely basis as per the statutory schedules, and maintain the receipt copies of such filing separately.
- i) He/She should assist in maintaining Cash Book, Ledger, Journal, Monthly Receipt & Expenditure, vouchers, Temporary Advance registers etc., in respect of activities made in the KTBS out of KTBS funds.
- j) He/She should be well versed in working with TALLY software.
- k) He/She should perform any other duties entrusted by the Accounts Officer.

### **2.3 OBJECTIVES for DATA ENTRY OPERATOR :**

- a) Data Entry Operator should be posted to the office of the KTBS OFFICE.
- b) He/She should be conversant with MICROSOFT OFFICE 2007, such as MS Word, MS Excell, Powrpoint presentation.
- c) He/She should be conversant with the usage of NUDI and UNICODE to type kannada letters.
- d) He/She should have working knowledge of internet, sending and viewing, downloading of e-mail and it's attachments. Should have working knowledge of google drive and google documents.
- e) He/She should compile the monthly expenditure of the KTBS by obtaining expenditure statement from the Block & Districts within the prescribed format and date.
- f) He/She should have character certificate for Gazetted A or class 1 gazetted officer of State/Central Government.

## **2.4 OBJECTIVES for MULTI TASK ASSISTANT:**

- a) He/She should assist the officers and staff in smooth functioning of office duties.
- b) He/She should follow the instructions issued by the officers and staff of KTBS.
- c) He/She should be obedient to the officers and staff of KTBS.
- d) He/She should not indulge in arguments with the officers and staff of KTBS.
- e) He/She should be ready to work in night shifts as and when required.
- f) He/She should perform any other duties entrusted by the Higher Officers.

## **2.5 OBJECTIVES for HOUSE KEEPING :**

- a) He/She should maintain the office premises Hygiene, Neat and Tidy every day before commencement of the office time.
- b) He/She should perform any other duties entrusted by the Higher Officers.

## **3. Authority**

- a) Karnataka Text Book Society (KTBS) is the apex body registered under the Karnataka Societies Registration Act, holds the right to establish, manage and to outsource some of its functions to any other agency, organisation or authority as it deems fit.
- b) The project is being implemented under the leadership of the MANAGING DIRECTOR, KTBS, Karnataka, Bangalore who is assisted by a team of officials, officers at district, block and cluster level.

## **4. Qualification and Experience:-**

### **4.1 Computer Programmer:-**

- a) The Computer Programmer with B.E Comp/MCA/MSc comp graduate/post graduate with three year experience in programme developing. Preference will be given for those who have a working experience in Education Dept.

### **4.2 Accounts Assistants:-**

- a) The Accounts Assistants to be posted to State offices should be a B.Com/BBM graduate, (or) a retired official with two years of experience in accounts & auditing.
- b) He/She should have worked in the Accounts unit of any Govt./Semi Govt organization.

c) Computer knowledge is a must, preferably Tally.

**4.3 Data Entry Operators:-**

- a) Diploma in Computers/Degree with knowledge of Kannada and English typing.
- b) He/She should have work experience in any Govt./Semi Govt organization.

**4.4 Multi Task Assistants:-**

- a) He/She should have studied up-to 10<sup>th</sup> Std. i.e., 10<sup>th</sup> Std Pass or Fail.

**4.5 House Keeping:-**

- a) He/She should have studied up-to 7<sup>th</sup> Std. i.e., 7<sup>th</sup> Std Pass or Fail.

**5. Replacement:**

If the services of any Human Resource Service is found to be not satisfactory, alternative arrangements should be made by the consultancy within 7 days from the date of intimation for replacement is received from concerned authorities.

**6. Payment to the Human Resource Service:**

Minimum Remuneration to be paid to the each Human Resource Personnel should be as follows. The bidders shall be required to pay the monthly payment to the Human Resource Personnel as below and they can quote their price bids keeping in view of the Services charges and all kinds of statutory deductions & statutory tax liability as applicable.

Sl. No	Name of the Human Resource Service	Monthly Gross Remuneration to be paid to the Human Resource Personnel. (in Rupees)
1	COMPUTER PROGRAMMER	30,000.00
2	ACCOUNTS ASSISTANT	16,500.00
3	DATA ENTRY OPERATOR	13,500.00
4	MULTI TASK ASSISTANT	11,500.00
5	HOUSE KEEPER	9,000.00

Payment should be made directly to the Bank Account of the Human Resource Personnel and Proof of the same should be furnished along with the bills. Necessary statutory payment like ESI/EPF/PT should be made compulsorily. Proof of the same such as ECR's having the name of the each Human Resource Personnel should be furnished along with bills.

**7. Leave facilities:**

Leave facility of one day for each calendar month is allowed to each Human Resource Personnel.

**8. TA/DA facilities:**

TA/DA will be paid to the Human Resource Personnel as per the Rules as and when applicable.

**9. Benefits to be paid:**

Human Resource Personnel should be provided Employee Provident Fund, ESI & Other statutory benefits as per the existing rules of the Government. However, the Firm is required to furnish the document details of EPF / ESI and other Statutory benefits of previous month paid to the Government to KTBS along with the bill is mandatory.

**10. Penalties:**

The service provider shall stringently pursue to provide all human resource Personnel as required on time, failure to provide the required human resource within the schedule time and failure to provide replacement in case of absence of the required human resources shall attract penalty at the rate of **Rs. 200/- per day** per human resource. However the client reserves the right to modify its requirement and the same shall be intimated to the service provider with a clear notice of 7 days.

----- End of TOR -----



## **General conditions of contract**

### **1. General provisions**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings;

- i. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- ii. "Contract" means the contract signed by the parties, to which these general conditions of contract (GC) are attached;
- iii. "Effective Date" means the date on which this contract comes into force and effect pursuant of Clause GC 2.1.
- iv. "Contract Price" means the price to be paid for the performance of the services, in accordance with clause 6;
- v. "GC" means these General conditions of contract;
- vi. "Government" means the Government of Karnataka;
- vii. "Local Currency" means Indian Rupee;
- viii. "KTBS" means KARNATAKA TEXT BOOK SOCIETY (R) -Karnataka
- ix. "MD" means MANAGING DIRECTOR
- x. "Member" in case the consultants consists of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the GC to act on their behalf in exercising all the consultants' rights and obligations towards the client under this contract.
- xi. "Party" means the client or the consultants as the case may be, and parties means both of them;
- xii. "Personnel" means persons hired by the Bidders and assigned to the performance of the services or any part hereof;
- xiii. "Services" means the work to be performed by the Bidders pursuant to this contract as described in Terms of Reference.

## **1.2 Law Governing the contract**

This contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable Law.

## **1.3 Language**

The contract has to be executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

## **1.4 Notices**

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such party at the address specified in the Appendix-C.

## **1.5 Taxes and Duties**

The Bidders and their personnel shall pay taxes, duties, fee and other impositions as may be levied under the applicable law, the amount of which is deemed to have been included in the contract price.

## **2 Commencement, Completion, Modification and Termination of contract**

### **2.1 Effectiveness of Contract**

This contract shall come into effect on the date the contract is signed by both parties or such other latter dates as may be stated by the clients.

### **2.2 Commencement of Services**

The successful Bidder shall begin carrying out the services within seven (07) days after the date the contract becomes effective, or at such other date as may be specified by the clients.

### **2.3 Modification**

Modification of the terms and conditions of this contract, including any modification of the scope of the services or of the contract price, may only be made by written agreement between the parties.

## **2.4 Force Majeure**

### **2.4.1 Definitions**

For the purpose of this contract “Force Majeure” mean an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.4.2 No Breach of contract**

The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other party as soon as possible about the occurrence of such an event.

## **2.5 Termination**

### **2.5.1 By the Client**

The client may terminate this contract, by not less than thirty (30) days’ written notice of termination to the Bidders and thirty (30) days’ in the case of the event referred to in (b):

- a) If the successful Bidder do not remedy a failure in the performance of their obligations under the contract, within thirty(30) days of receipt after being notified or within such further period as the client may have subsequently approved in writing;
- b) If the client, in its sole, discretion and for any reason whatsoever, decides to terminate this contract.

### **2.5.2 By the Bidder**

The Bidder may terminate this contract, by not less than thirty (30) days’ written notice to the client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this clause.

- a) If the client fails to pay any monies due to the bidder pursuant to this contract with in forty-five (45) days after receiving written notice from the consultants that such payment is overdue;

- b) If the client is in material breach of its obligations pursuant to this contract and has not remedied the same within forty-five(45) days (or such longer period as the Bidders may have subsequently approved in writing following the receipt by the client of the Bidders' notice specifying such breach;

### **2.5.3 Payment upon Termination**

Upon termination of this contract pursuant to clauses GC 2.5.1 or GC 2.5.2 hereof, the client shall make the following payments to the Bidders (after offsetting against these payments any amount that may be due from the Bidder to the client.

- a) Remuneration pursuant to clause GC 6 hereof for services satisfactorily performed prior to the effective date of termination.
- b) Reimbursement expenditures pursuant to clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- c) Except in the case of termination pursuant to paragraphs (a) through (b) of clause GC 2.5.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract.

### **2.5.4 Disputes about events of termination**

If either party disputes whether an event specified in paragraphs of clause GC 2.5.1 or in clause GC 2.5.2 hereof has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to clause GC 7 hereof, and this contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. Obligations of the Consultants**

### **3.1 General**

The Bidders shall perform the services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The Bidders shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the client, and shall at all times support and safeguard the client's legitimate interests.

## **3.2 Conflict of Interests**

### ***3.2.1 Bidders not to benefit from commissions, discounts, etc.***

The remuneration of the Bidders pursuant to clause GC 6 hereof shall constitute the Bidders sole remuneration in connection with this contract or the services and the Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations here under, and the Bidders shall use their best efforts to ensure that any partner as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

### **3.2.2 Prohibition of conflict activities**

The Bidders shall not engage, and cause their personnel as well as their partner and their personnel not to engage, either directly or indirectly, in any of the following activities.

- g) During the term of this contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this contract; and
- h) After the termination of this contract, such other activities as may be specified in the TOR.

## **3.3 Confidentially**

The Bidders and their personnel of either of them shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract or the client's business or operations without the prior written consent of the client.

## **3.4 Documents prepared by the Bidders to be the property of the client.**

All reports, other documents and software prepared by the Bidders for the client under this contract shall become and remain the property of the client, and the Bidders shall not later than upon termination or expiration of this contract, deliver all such documents to the client, together with a detailed inventory there of. The Bidders may retain an copy of such documents and software.

#### **4 Bidder's personnel and Partners**

##### **4.1 General**

The Bidders shall employ and provide such qualified and experienced personnel as are required to carry out the services as per the Terms of Reference.

#### **5 Payment**

The payment to the Bidders agency towards providing the services of HR Personnel shall be paid once in a month, during the contract period based on the attendance certificate obtained from the KTBS Office to whom the services of HR Personnel are provided. The charge becomes due on satisfactory completion of service every month and shall be paid during the succeeding month.

#### **6 Payments to the Bidders:**

##### **6.1 Cost Estimates:**

The bidder should quote lump sum amount per month to be paid for each HR Personnel charges on monthly basis and this shall include all statutory contributions of both the employee and employer and deductions to be made as per the labor and tax laws prevalent in the area where the programme is implemented. However, the compensation to be paid as follows.

Sl. No	Name of the Human Resource Service	Monthly Gross Remuneration to be paid to the Human Resource Personnel. (in Rupees)
1	COMPUTER PROGRAMMER	30,000.00
2	ACCOUNTS ASSISTANT	16,500.00
3	DATA ENTRY OPERATOR	13,500.00
4	MULTI TASK ASSISTANT	11,500.00
5	HOUSE KEEPER	9,000.00

Similarly, the cost estimate in the price proposal shall include the cost towards facility management over and above the payment to be made to the out sourced human resource. Service provider must provide the break-up of costing worked out to arrive at the cost estimates. **The service provider/Bidder should specifically mention whether they are opting for the EPF facility or not.**

**6.2** The Bidder has to quote the Service Charge so that it meets all the statutory liability such as the Service Tax and the TDS to be deducted as per law and their administrative & working cost. If the Service Charge quoted does not

meet such parameters then the bid submitted by the bidder will be considered as ill-responsive and their EMD will be forfeited.

**6.3** The service provider shall make payment to all the human resource personnel engaged on monthly basis before 10<sup>th</sup> of every month. The Client shall reimburse the service provider within 15 working days after receiving all the copies of the documents pertaining to payments made towards statutory deduction, contributions of payments as mentioned below. The submission of following documents are mandatory for claiming the reimbursement.

- a) Exclusive copy of the ECR report submitted to EPF authorities.
- b) Exclusive copy of the ECR report submitted to ESI authorities.
- c) Exclusive copy of the PT payment challan
- d) Exclusive copy of the Service Tax paid challan.

**6.4 Currency of payment:**

All payments shall be made in India Rupees.

**7 Settlement of Disputes**

**7.1 Amicable settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

**7.2 Dispute Settlement**

Any dispute between the parties as to matters arising pursuant to this contract, which cannot be settled amicably within thirty (30) days after receipt by one of the party's request for such amicable settlement may be submitted by either party for settlement to arbitration mutually agreed by either parties.

If either parties fail to arrive at an agreement on the arbitration, the same may be submitted for arbitration in accordance with the existing Arbitration Laws of the country within the jurisdiction of Bangalore city.

**MANAGING DIRECTOR, KTBS,  
Karnataka, Bangalore.**

**TECHNICAL PROPOSAL - STANDARD FORM**

**APPENDIX - A**

**Format for Letter of Proposal**

**(On the Letter head of the Bidder)**

**Date :**

**To,**

**The MANAGING DIRECTOR**  
KARNATAKA TEXT BOOK SOCIETY (R)  
DSERT Building, Banashankari 3<sup>rd</sup> Stage,  
Outer Ring Road, Hosakerehalli,  
Bangalore – 560 085

Sir,

Re : Providing services of Human Resource Personnel to KTBS OFFICE.

Being duly authorized to represent and act on behalf of.....  
(hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of  
the Proposal requirements and information provided, the undersigned hereby submits the  
Proposal for the project referred above.

We confirm that our Proposal is valid for a period of 90 days from .....  
(Proposal Due Date)

Yours faithfully,

.....  
(Signature of the Authorised Signatory of Bidder)

.....  
(Name and designation of the Authorised Signatory of Bidder)



**Format for Power of Attorney for Signing of Proposal**

**(On stamp paper of appropriate value)**

**POWER OF ATTORNEY**

Know all men by these presents, we ..... (name and address of the registered office) do hereby constitute, appoint and authorise Mr./Ms. .... (name and residential address) who is presently employed with us and holding the position of ..... as our or attorney, to do in our name and on our behalf, all such acts, deeds and things Necessary in connection with or incidental to our bid for the project envisaging providing services of Human Resource Personnel to KTBS OFFICE of all documents and providing information / responses to the KARNATAKA TEXT BOOK SOCIETY (R), representing us in all matters before KARNATAKA TEXT BOOK SOCIETY (R), and generally dealing with KARNATAKA TEXT BOOK SOCIETY (R) in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall be deemed to have been done by us.

These powers are granted by us and shall remain in force till the end and expiry of all the contract period and the fulfillment of contractual obligations and liabilities.

For

.....

.....

(Signature)

.....

(Name, Title and Address)

Accepted

.....

(Signature)

.....

(Name, Title and Address of the Attorney)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same be under common seal affixed in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In the event of PA holder leaves his employment, the power of attorney should be given to the person filling his place without lapse of time.
4. The Power of Attorney should be notarized.

**Details of Bidder**

1. Name
2. Address of the office(s)
3. Date of incorporation and/or commencement of business.
4. Brief description of the Bidder
5. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:

- a. Name :
- b. Designation :
- c. Company :
- d. Address :
- e. Telephone Number :
- f. Fax Number :
- g. Mobile Number :
- h. E-Mail Address :

6. Details of individual (s) who will serve as the point of contact / communication for KARNATAKA TEXT BOOK SOCIETY (R) :

- a. Name :
- b. Designation :
- c. Company :
- d. Address :
- e. Telephone Number :
- f. Fax Number :
- g. Mobile Number :
- h. E-Mail Address :

Format for Statement of Experience

Experience Criterion No 1	
Name of the project	
Name, address and contact details of Client	
Scope of the project	
Scope of work of Firm	
Date of commencement of the project	
Date of completion of the Firm scope of work	
Total billings from project for Firm	

**The above statement shall be supported by.**

1. Certificate issued by the Client clearly stating the scope of the project, cost of the project and date of successful completion.
2. Certificate from statutory auditor certifying date of successful completion of Firm scope of work in the project and total billings till such date.

**Format for Statutory Auditor Certificates**

Date

We have verified the relevant statutory and other records of M/s..... (Name of the Bidder) and certify the M/s..... had been appointed for the purpose of ..... (name of the project)

We have also scrutinised the documents made available to us for the said project and certify the following:

Sl. No.	Name of the Project	Date of commencement of the project	Date of completion of the project	Billings for the bidder from the project ( Rs crores)

Signature and seal

And registration number of Statutory Auditor

**APPENDIX- F**

**FINANCIAL PROPOSAL (PRICE BID)**

From

To

\_\_\_\_\_

\_\_\_\_\_

The MANAGING DIRECTOR  
KTBS, Karnataka, Bangalore.

Sir,

We the undersigned offer to provide the services of qualified Accounts Assistants & Audit Officer in accordance with your 'Request for Proposal' and our Technical Proposal. Our financial proposal is as follows:

Si. No.	Qualification	Particulars	Bid Value including the break-up of wages. (Values are in Rupees)					GRAND TOTAL (4+5+6+7+8)
			Computer programmer	Account Assistant	Data Entry Operator	Multi Task Assistant	House Keeping	
1	2	3	4	5	6	7	8	9
1	Please refer clause 4.0 of TOR	1. Gross Remuneration	<b>30000</b>	<b>16500</b>	<b>13500</b>	<b>11500</b>	<b>9000</b>	<b>78000</b>
		EPF {Employee Contribution} @12%	0	1200	960	720	720	3600
		ESI {Employee Contribution} @1.75%	0	0	236	201	158	595
		PT	200	200	0	0	0	400
		2. Net Take Home Pay	<b>29800</b>	<b>15100</b>	<b>12304</b>	<b>10579</b>	<b>8122</b>	<b>73405</b>
		3.EPF(Employer contribution) @13.36%	0	1336	1069	802	802	4009
		ESI {Employer Contribution} @4.75%	0	0	641	546	428	1615
		4. Total Remuneration Payment {1+3}	<b>30000</b>	<b>17836</b>	<b>15210</b>	<b>12848</b>	<b>10230</b>	<b>83624</b>
5. Service Charges -inclusive of All types of taxes including Service tax	...../-	...../-	...../-	...../-	...../-	..... /-		
6. Total Amount (4+5)	..... /-	..... /-	..... /-	..... /-	..... /-	..... /-		
7. No of HR Personnel Required(Approx)	01 (ONE)	02 (TWO)	02 (TWO)	02 (TWO)	01 (ONE)	08(EIGHT)		
8. Total Bid Value in figures (6*7)	..... /-	..... /-	..... /-	..... /-	..... /-	..... /-		

		9. Total Bid Value in words						
--	--	-----------------------------	--	--	--	--	--	--

Gross Total Bid Value ...../- (Rs. ....))

\*EPF wages are considered as Rs.10000/- for Acct. Asst, Rs.8,000/- for DEO's and 6,000/- for MTA & HK  
 # Computer Programmer is exempted from EPF since his pay is >Rs.15000/-

**Signature of the Authorised Signatory.  
 Name and Designation  
 Address**

Note:

1. The above rates quoted shall be inclusive of all taxes, service charges and other charges if any.
2. The Service charges should not be ZERO percent (0%)
3. In case of discrepancy between amounts quoted in price proposal, the amount quoted in words is taken as final price for evaluation.
4. If the rates quoted as service charge does not meet the statutory liability the financial bid will be considered as ill-responsive and their EMD will be forfeited as per clause 6.2 of GCC.