



**GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL
TAXES
(ADMN), DGSTO
Vanijya Therige Bhavana, Devaraj Urs Layout, 'A' Block,
Davanagere.**

Telephone : 08192-231359/254838.

No. Sibbandi-1/CR/2018-19

Date: 16-02-2019.

**Short Term Tender Document
For**

**Providing of Service of Attenders to The Office of the Joint
Commissioner of Commercial Taxes (Admn), DGSTO, Davangere and
Other Offices Coming under this Division.**

Two envelope procedure through e-Procurement portal

Last date for submission of Tender:

02-03-2019 16.00 Hrs.

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Disclaimer

This Tender Document (also referred as “Request for Proposal” or “RFP”) is not an agreement and is not an offer or invitation by The Commissioner of Commercial Taxes (Karnataka), (The Tender Accepting Authority) to any Bidder other than the one that qualifies based on evaluation of the submitted bids. The purpose of this tender document is to provide information to the potential Bidders to assist them in responding to this tender document. Though this tender document is prepared with sufficient care to provide all required information to the potential bidders, if they need more information than what has been provided for, in such cases, the potential bidder is solely responsible to seek the additional information required from “The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere” (who is the tender inviting authority) at his / her own cost.

The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere reserves the right to provide such additional information at his sole discretion. The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere makes no representation or warranty to incur any liability under any law, statute, rules or regulations on any claim the potential bidder may make in case of failure to understand the requirement and respond to the tender document. The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere may, in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

SECTION-I

1. Executive Summary

The Department of Commercial Taxes collects more than 60% of State's Own Tax Revenue. The department is having a target of GST collection of Rs.66,920.00 crores for the financial year 2018-19. The department has severe shortage of Attenders (Group-D employees) due to which the department is experiencing a lot of inconvenience. The Government vide letter No. FD 111 CTD 2018, Dated 09-01-2019 granted permission to hire the services of 430 Attenders (Group-D employees) through outsourcing by following the provisions of KTPP Act & Rules made there under for a period of one year.

Pursuant to the grant of permission by the Government, the Commissioner of Commercial Taxes has issued a circular vide letter No. Sibbandi-2/3G/CR-13/2018-19 Dated 02-02-2019 specifying the conditions to be followed while hiring the services of Attenders through outsourcing by e-tendering. The conditions are as under:

- 1.1 The services of Attenders should be obtained through outsourcing by following the provisions of KTPP Act & Rules made there under.
- 1.2 The services of Attenders should be obtained temporarily for a period of one year only.
- 1.3 The Attenders who are obtained through outsourcing should possess good health and should be between 18 to 30 years of age. They should have passed 10th standard with Kannada as First or Second Language.
- 1.4 If the services of the Attenders so provided through outsourcing is found to be not satisfactory then the agency so providing the services should provide a replacement within 24 Hours' time.
- 1.5 The tendering agency shall pay wages to the Attenders as per The Minimum Wages Act applicable to Karnataka.
- 1.6 The Attenders shall be paid their wages through RTGS/NEFT by the agency providing the services and the agency has to provide proof of payment of wages by enclosing Bank Transaction statement in respect of the above wages being paid.
- 1.7 The agency is bound to make the statutory payments such as ESI/EPF and GST and has to submit the proof of payment of the same before the payment for the next month falls due.
- 1.8 The Agency providing the services should separately quote the Service Charges charged by them.
- 1.9 The Basic Wages fixed as per the minimum wages act prescribed vide notification no. LD 31 LMW 2017 dated: 30-12-2017 is at Rs.11,587.83 and the VDA applicable presently is at Rs.682.80 which totals to Rs.12,270.63 for Bengaluru within BBMP limits. In addition to the above employer's portion of EPF/ESI and GST will be borne by the Commissioner of Commercial Taxes (Karnataka). The bidder will have to quote separately for the service charges which is proposed to be charged by him. (Explained in Details in the Illustration hereunder.)

1.10 The Basic Wages fixed as per the minimum wages act prescribed vide notification no. LD 31 LMW 2017 dated: 30-12-2017 is at Rs.11,036.03 and the VDA applicable presently is at Rs.682.80 which totals to Rs.11,718.83 for Zone-2 areas of Karnataka. In addition to the above employer's portion of EPF/ESI and GST will be borne by the Commissioner of Commercial Taxes (Karnataka). The bidder will have to quote separately for the service charges which is proposed to be charged by him. (Explained in Details in the Illustration hereunder.)

The Basic Wages fixed as per the minimum wages act prescribed vide notification no. LD 31 LMW 2017 dated: 30-12-2017 is at Rs.10,510.50 and the VDA applicable presently is at Rs.682.80 which totals to Rs.11,193.30 for Zone-3 areas of Karnataka. In addition to the above employer's portion of EPF/ESI and GST will be borne by the Commissioner of Commercial Taxes (Karnataka). The bidder will have to quote separately for the service charge which is proposed to be charged by him. (Explained in Details in the Illustration hereunder.)

1.11 The bidder cannot vary the minimum wages specified for the zone while submitting the bid and what can be varied is only the service charges based on which the tender is considered. The VDA payable at present is already specified and as and when there is a change in the VDA payable as per the notification of the Govt. of Karnataka the same will be reimbursed to the Bidder by the Commercial Taxes Department.

1.12 The present tender is for hiring 19 attenders for offices in Davanagere Divisional office.

1.13 Of the 19 Attenders proposed to be hired for offices based within the districts coming under Davanagere Division.

1.14 The Competent Authority reserves the right to increase or decrease the number of attenders by 20% of the actual requirement of 19 attenders, keeping the exigencies / requirements of the Department.

1.15 The Attenders who are provided by the agency should wear white uniforms with black shoes and the uniform should have a name plate and Company's logo wherein the term "ATTENDER" in bold should be engraved on the shirt pocket of the uniform.

1.16 The successful bidder should disburse the salary for the previous month within 7 days of the succeeding month.

1.17 The illustration for quoting the wages payable for different zones should be as under:

Bangalore (Zone-1):

Basic:	11,587.83
VDA (Applicable at present)	682.80
Sub Total-A	12,270.63
Employer PF @ 13%	1,595.00
Employer ESI @ 4.75%	583.00
Sub Total-B	14,449.00
Service charges (To be decided by Lowest Bidder)	
GST @ 18% (on Sub-total-B + Service Charges)	
Total	

Other Municipal Corporations (Zone-2):

Basic:	11,036.03
VDA (Applicable at present)	682.80
Sub Total-A	11,718.83
Employer PF @ 13%	1,523.45
Employer ESI @ 4.75%	556.64
Sub Total-B	13,799.00
Service charges (To be decided by lowest Bidder)	
GST @ 18% (on Sub-total-B + Service Charges)	
Total	

For District Head Quarters (Zone-3):

Basic:	10,510.50
VDA (Applicable at present)	682.80
Sub Total-A	11,193.30
Employer PF @ 13%	1,455.00
Employer ESI @ 4.75%	531.68
Sub Total-B	13,180.00
Service charges (To be decided by Bidder)	
GST @ 18% (on Sub-total-B + Service Charges)	
Total	

For other places in Karnataka (Zone-4):

Basic:	10,010.50
VDA (Applicable at present)	682.80
Sub Total-A	10,692.80
Employer PF @ 13%	1,390.00
Employer ESI @ 4.75%	507.00
Sub Total-B	12,590.00
Service charges (To be decided by Bidder)	
GST @ 18% (on Sub-total-B + Service Charges)	
Total	

2. Scope of Work and Deliverables:

2.1 **Overview:**

The 19 attenders who are to be provided as per this tender are responsible for the upkeep of the offices of the Commercial Taxes Department wherever deputed. The Commercial Taxes Department is the premier tax collecting authority for the Government of Karnataka and accounts for nearly more than 60% of the State's Own Tax Revenue. The department has a lot of interaction with the tax paying community who are reputed industrialists, Businessmen, Chartered Accountants, Advocates and various representatives of trade bodies such as FKCCI, KASSIA etc. The department needs to keep up its image before all of these entities and therefore the attender plays a vital role in the upkeep of the office premises and to respectfully interact with all the entities mentioned above.

2.2 **Providing and Managing of the Manpower:**

The agency has to provide 19 attenders to the various offices mentioned in 'Executive Summary'. The actual distribution to the sub-offices will be made by the Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere. These 19 Attenders will be working in the offices allotted to them and they will take the Day-to-Day orders from the head of the office to which they are allotted and the overall control of these 19 attenders will vest in the Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere.

2.3 **Duty of the Attender:**

- a. The attender has to come to the office to which he has been allotted at 9.00 AM in the morning or if informed in advance by the controlling officer he should come at any specified time much earlier than 9.00 AM.
- b. The attender should open the office and ensure that the offices are kept in a neat and tidy manner. The attender shall clean all the tables and chairs of the officers and staff and also ensure that the floors of the respective offices are cleaned in co-ordination with the Housekeeping staff.
- c. The attender will deliver all the files/letters and other correspondence materials as directed by the officer in charge of the office to which he is allotted to the concerned offices to which the above have to be delivered.
- d. The attender will properly receive all visitors to the office where they are deployed in a polite manner and intimate the arrival of visitors to the head of the office where they are deployed.
- e. In case of meetings or conferences being held in the offices where they are deployed the attenders will have to serve water and refreshments as directed by the head of the office to the visiting dignitaries.
- f. The attenders should be well versed in operating the Photocopying machines as and when required.
- g. The attenders will work till the head of the office or any staff of that office is

working in the office beyond the normal working hours i.e. 5.30 PM and then close the office and lock it up and hand over the keys to the head of the office or the staff who were working in the office.

- h. In case the attender requires leave of absence he should intimate well in advance to the head of office and also to the agency so that the agency provides an alternate attender in place of the attender who has availed leave.

2.4 Training requirements:

The agency that is providing the above attenders will have to train the attenders so deployed in the day to day office work and the attenders should be well versed in reading in Kannada and functional English so that they are able to read the addresses on the letters and the file heading details which are being handled by them. The agency should train the attenders in the basic office procedures and good manners should be inculcated in the attenders so that they receive important dignitaries visiting the office in a respectable manner. The agency should train the attenders so that they can operate the photocopying machines efficiently.

2.5 Documentation and setting up of office:

The agency providing the attenders should maintain the attendance of the attenders deployed and submit the attendance to the controlling officer a day to day basis. All details of payments made as wages to the attenders will have to be maintained meticulously by the agency and all wages shall be made only through NEFT/ECS mode. The agency shall also submit the details of EPF, ESI and GST payment made to the respective statutory authorities and only when the above details are furnished for the payments made in the previous month will the subsequent months payments will be processed. The agency shall develop a training material in Kannada for the attenders describing in detail the various Do's & Don'ts which should be scrupulously followed by the attenders. The agency should attend to replacements in case of sickness or leave of the attenders deployed on a real time basis.

3. **Notice Inviting Tender (NIT)**

O/o The Joint Commissioner of Commercial Taxes (Admn),
DGSTO, Davangere-577006.
Fax No.08192-231359/254838, E-mail:dvogere@gmail.com

NIT No.: Sibbandi-1/CR/2018-19

Date: 16-02-2019.

Notice Inviting Tender for Providing Attenders to the Office of the Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere and subordinate offices coming under Davangere Division.

Sealed tenders are invited by The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere for the following Services:-

Description of Tender	Required EMD
Selection Of Agency for Providing the services of Attenders to the office of The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere and subordinate offices coming under Davangere Division (Details as per Annexure)	Rs.50,000/- (Paid through e-pro portal)

- i. The tender document can be downloaded **through e-procurement portal of Government of Karnataka** (<https://eproc.karnataka.gov.in>) by prospective bidders willing to participate in this tender. The bidders shall necessarily register themselves in the above mentioned e-procurement portal of the Government of Karnataka. The tender should be submitted by the interested bidders through the e-procurement portal of the **Government of Karnataka** (<https://eproc.karnataka.gov.in>) in two parts. viz.,
Part-A: Technical bid
Part-B: Financial bid
- ii. The technical bid should contain technical literature and certificates.
- iii. The Financial bid should contain only the cost of the Services.
- iv. The last date and time for submission of tenders is as shown in the e-Procurement portal. The opening of technical bid will be held at this office on the date mentioned in the e-Procurement portal.
- v. Technical bid & Financial Bid have to be submitted through e-Procurement portal.

Sd/-

Tender Inviting Authority
The Joint Commissioner of Commercial Taxes
(Admn), DGSTO, Davangere.

Annexure to Notice Inviting Tender

Sl. No.	Name of the Office	No. of Attenders to be Supplied
1.	Office of Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davagnere and for subordinate offices coming under Davangere Division and Enforcement Offices.	19

3.1 Tentative Bid Schedule

Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere.

DATA SHEET

1.	Description of Tender/RFP	Short Term Tender Document for providing services of Attenders on out sourcing basis.
2.	Tender Notice No.	Sibbandi-1/CR/2018-19
3.	Name of the Tendering Inviting Authority	The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere.
4.	Name of the Tender Accepting Authority	The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere.
5.	EMD AMOUNT	Rs.50,000/-
6.	Contract Period	12 Months (1 Year) further renewable for a period of 1 year upon the satisfactory performance of the contract during the 1 st year on the same terms and conditions with mutual agreement.
7.	Last date for submission of pre-bid query	26-02-2019
8.	Last date & Time for submission for tender	02-03-2019 (Time: 04.00 PM)
9.	Date, Time & Place of opening of Technical Bid (Part-A)	05-03-2019 (Time: 11:00 AM) Room No. 104, 1st Floor, 'Vanijya Therige Bhavana', Devaraj Urs Layout 'A' Block, Davangere- 577006.
10.	Tentative Date, Time & Place of opening of Financial Bid (Part-B)	07-03-2019 (Time: 11:00 AM) Room No. 104, 1st Floor, 'Vanijya Therige Bhavana', Devaraj Urs Layout 'A' Block, Davangere- 577006.
11.	Tentative Date of Signing of Contract	08-03-2019 (Time: 11:00 AM) Room No. 104, 1st Floor, 'Vanijya Therige Bhavana', Devaraj Urs Layout 'A' Block, Davangere- 577006.
12.	Tentative Date for Supply of Services as per contract	01-04-2019
13.	Validity of Bid	180 Days
14.	Address & Venue of submission of Bid	Through e-Procurement portal of Government of Karnataka (https://eproc.karnataka.gov.in)
15.	Telephone No. and e-mail ID for contact	08192-231359/254838 e-mail ID : dvodgere@gmail.com

Tender Inviting Authority
Joint Commissioner of Commercial Taxes
(Admn), DGSTO, Davangere

3.2 General Conditions

3.2.1 It is policy of The Commercial Taxes Department (CTD), Bengaluru, that the Bidders should observe the highest standards of ethics during the execution of the contracts. In pursuance of this policy, The Commissioner of Commercial Taxes (Karnataka), Bengaluru, has issued the following guidelines:-

(a) Will reject a proposal for award of contract if it is found that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

(b) Will cancel the firm's contract if at any point, it is found that corrupt or fraudulent practices were employed by the representatives of the Bidders during the selection process or during the period of execution of the contract and when the agreement is in force.

(c) The Bidders who are bidding for the above contract should not have been declared as ineligible due to corrupt and fraudulent practices by any governmental organization in India or abroad and also by any clients who have gone through the e-tendering processes.

Definition for the above purpose:

(i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CTD in the selection process or in contract execution; and

(ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the CTD and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the CTD of the benefits of free and open competition.

3.2.2 Joint Venture/Consortium is not allowed

The bidder should quote in his/her individual capacity as an organization and they should not enter into a Joint Venture or Consortium for the purpose of this contract.

3.2.3 Compliance with Labour Regulations

The Service Provider shall unless otherwise provided in the Contract, make his/her own arrangements for the engagement of all staff and labour and the attenders deployed should be 10th standard passed with Kannada as the 1st or the 2nd language and should have the capacity to read and write Kannada with functional knowledge of English so as to at least read the addresses on the postal letters. Further the Service Provider should make his/her own arrangement of staff for the payment of wages, provision of housing, food and transport etc. to be used by him/her for providing the above services.

Any increase in the Minimum Wages, allowances and statutory and non-statutory increase as notified by the Government which may be payable to Contract Labour will be borne by The Commissioner of Commercial Taxes (Karnataka), Bengaluru along with ESI, PF and GST as applicable. This will be paid on production of necessary vouchers / records and after approval of the Government. All payments shall be made in Indian Currency by means of NEFT/ECS/RTGS.

During the tenure of contract, the Service Provider shall abide by the existing labour enactments, rules and bye laws of the State or Central Government or local authority and any other labor laws, rules, regulations and bye laws that may be passed or notified by the State or Central Government or local authority during the period of contract.

- 3.2.4 **Registration under GST:** The Service Provider should have a valid registration with the concerned authorities for Goods and Services Tax payment and a copy of such registration certificate should be submitted along with the offer.

For details on e-Payment services / process refer to e-Procurement portal of the state of Karnataka for more details on the process.

- 3.2.5 **Validity of the Tender Bid:**

Offer should be kept open for acceptance for a period of 180 Days from the date of submission of Tender Bid. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

4. Pre-qualification conditions:

Sl.No.	Basic requirement	Specific Requirements	Documents Required
1	Turnover	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. 2015-16, 2016-17 and 2017-18)	IT Returns with Balance Sheet for the relevant years with CA Certificate.
2	Experience in supplying of Manpower	The bidders should be having an experience of at least 3 years in providing services of 50 Attenders to at least two State/Central Government Departments/ organizations / undertakings / corporations / local bodies/PSUs for at least 3 financial years and should have rendered services satisfactorily.]	Documentary proof in the form of certificate issued by the department / organization / undertaking for satisfactory services rendered shall be submitted.
3	Tax and other Statutory Registrations	Bidder should be registered under the following acts: VAT, ST, GST, ESI, EPFO, PT, have license for supplying contract labour and also have registration under the relevant labour laws. The bidder should have a PAN for income tax.	Copies of relevant certificates of registration and relevant copies of returns.
4	Office in Karnataka	The Bidder should have an office in Karnataka.	Relevant details to be furnished like shops and business establishment certificate.
5	Blacklisting	Bidders shall not be black listed by any State / Central Government Department, Ministry or Agency as on bid submission date	Self-Declaration Certificate that the bidder is not black listed as on the bid submission date. Self-Declaration Certificate in Rs.100/- non-judicial stamp paper to be enclosed in the bid duly signed by the authorized signatory of the prime bidder.

Note:

The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere or the competent authority may ask the bidder to submit any explanation/ clarification/ additional information/document etc. during the course of bid submission and bid evaluation. The bidder shall make available to the competent authority or The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere and any such explanation/clarification/ additional information necessary which are required to supplement or authenticate the Bid are to be done within the prescribed time.

4.1 Consortium/Joint Ventures/Sub-Contracting

Consortium/Joint Ventures/sub-contracting are not allowed.

4.2 Period of Contract

The Initial Period of contract is for One year (12 months). The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere may further extend this tender by One year (12 months) after the satisfactory completion of the present term on the request of the Bidder with no changes in the terms and conditions with mutual consent.

SECTION-II

5. Instructions to Bidders

5.1 Procedure for submission of proposals

5.1.1 Bids prepared in accordance with the procedures enumerated below should be submitted through e-Procurement portal: <https://eproc.karnataka.gov.in>

5.1.2 In preparing the Technical Proposal, the Bidders are expected to examine the documents comprising this tender document in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

5.1.3 The Technical Proposal should provide the following information:

- i. Brief description of the Company's profile and a list of recent experiences on assignments of a similar nature.
- ii. The composition of the proposed staff pattern, the details of supervisory staff and the various tasks that would be assigned to each staff member, and their experience in the organization structure.
- iii. Working methodology & Plan in Brief

5.2 **The Technical Proposal shall not include any financial information.**

5.3 **Financial Proposal**

5.3.1 Costing to be based on Manpower required for the supply of the services of Attenders.

5.3.2 Costs must be expressed, and will be paid, in the currency mentioned in the Data Sheet (in 3.1).

5.3.3 The Data Sheet must show for how many days after the last date for submission of the bid will the proposals be valid,

During this period, Bidder is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the proposal validity period is extended, the Bidders will have the right not to maintain their proposals.

5.3.4 An agreement in usual format shall be drawn up and entered into with the successful bidder for the Manpower Outsourcing work entrusted to him on the negotiated terms and conditions within the stipulated time as per LOI.

6. Submission of Bid

The Bidder shall submit the bids separately i.e., "Technical" and "Financial" electronically online on the Karnataka e-Procurement portal.

Bid Opening:

- i) If the office happens to be closed on the date of opening of the tenders as specified due to some valid reasons, the tenders will be opened on the next working day at the same time and venue.
- ii) Tenders will be opened at prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to attend at the office of The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere and the bidders who have qualified in the Technical bid have to submit the necessary relevant original documents before the opening of the financial bid.
- iii) Evaluation of the Eligibility of bidders shall be done independently. The Financial bid of only those who are assessed to be eligible shall be opened on a subsequent date in the Karnataka e-Procurement portal.

The bidder shall quote his service charges in the financial bid which is including of GST on Service Charges.

6.1 Bid Opening and Evaluation Procedure

- 6.1.1 The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere will carry out the evaluation of proposals of only the firms who satisfy the above criteria on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. A Bid which is considered to be unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 6.1.2 The Financial Bid of the technically qualified bidders will only be opened.
- 6.1.3 The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere reserves the right to ask for any additional information, as it may deem necessary to evaluate the bid proposal at any stage before execution of contract. Bidders that fail to submit additional information or clarification as sought within 3 days of the receipt of letter requesting for such additional information and/or clarification, their bids will be evaluated only on the information furnished along with the bid proposal.
- 6.1.4 The committee would be entitled to call for any further information, document, and undertaking and may also interview the authorized representative of the bidder in order to satisfy itself about the eligibility, capability and capacity of the bidder and technical specifications/ trustworthiness of the organization. The committee would be within its rights to get any secret or open enquiry conducted for the purpose. The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere reserves the right to contact and verify the bidder's information, references and data submitted in the bid proposal without any reference to the bidder.

- 6.1.5 The information, documents submitted and undertaking given by the bidder or its authorized representative to the committee should be deemed to be the part of the “technical bid” of the bidder. The decision of the committee on technical suitability of the offer shall be final.
- 6.1.6 However, The Tender accepting authority reserves the right to negotiate with successful bidder in financial bid to minimize the service charges. The tender accepting authority reserves the right to postpone, cancel the tender at any stage. Such bidders who have qualified in the technical evaluation will be considered.
- 6.1.7 Selection would be on the basis of lowest evaluated price as per the financial bid submitted by the bidders.

7. Performance Guarantee

7.1 **Performance Guarantee:** Performance Guarantee for an amount equivalent to 5% of the contract amount of the successful bidder is to be submitted to The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere towards Performance Guarantee of the successful bidder. This Performance Guarantee shall be in the form of Bank Guarantee issued by a Nationalized Bank in the format to be approved by The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere and shall be submitted at the time of executing the agreement which shall be valid for one year and extendable for consecutive years of contract tenure from the date of agreement.

In the event of non-performance by the Bidder, The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere will retain the right to encash the Performance Guarantee.

The performance guarantee will be released after successful completion of tenure of the contract and after issue of necessary certificate for having completed the contract.

7.2 Agreement with successful bidder

7.2.1 The draft copy of the agreement shall be provided to the successful bidder only

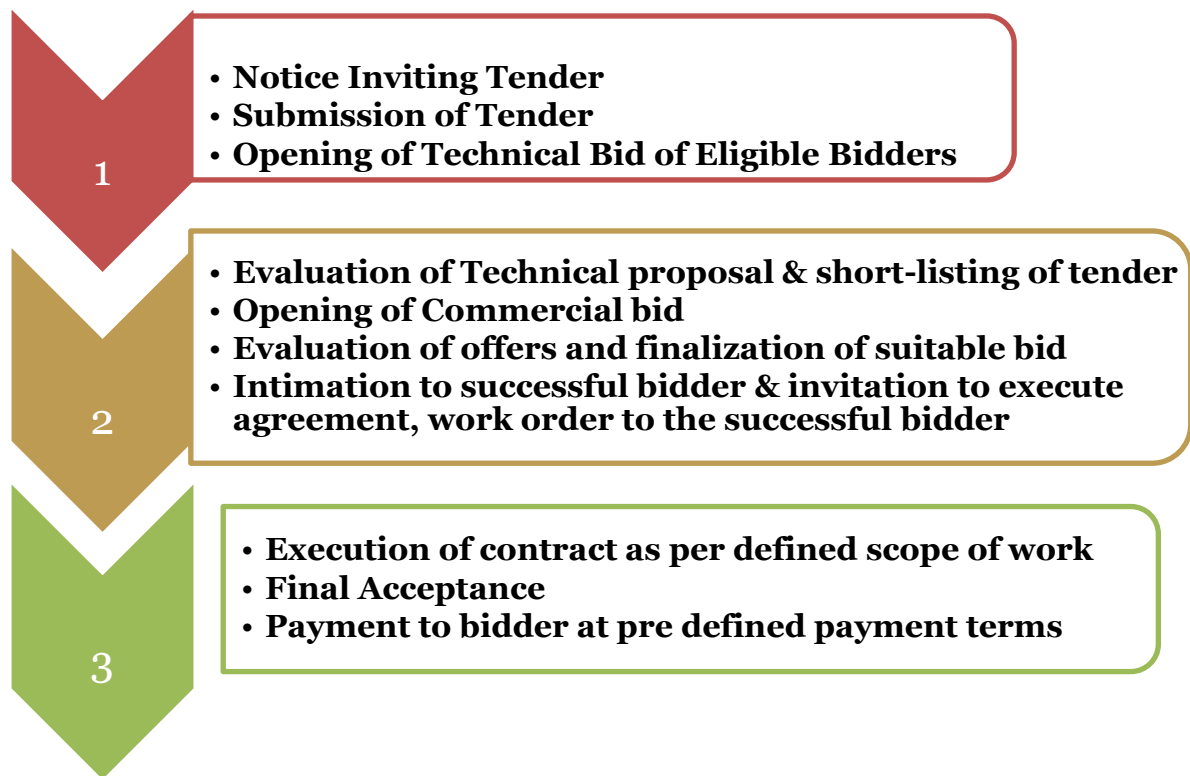
7.2.2 The successful Bidder will have to enter into an Agreement with The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere. The Commissioner of Commercial Taxes (Karnataka), Bengaluru for the performance of the contract on Rs200/- non judicial stamp paper, within 10 days of the communication of the final order on bids, the cost of which has to be borne by the Bidder. The Commissioner of Commercial Taxes (Karnataka), Bengaluru shall provide a model agreement and on the basis of such model agreement the actual agreement will be enter into and no variation of any sort is permitted.

7.2.3 Till such an agreement is signed and Performance Bank Guarantee is submitted, there is no liability for The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere and The Competent authority may scrap the tender or any of its part without assigning any reason at any time before the signing of the agreement. In the case of scrapping of this bid or its part thereof, "The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere" will not be liable for any loss or cost to bidder. Till the signing of agreement the bidder shall bear his/her own cost for all the activities relating to this bid.

8. Ethical conduct of the bidders

- 8.1 The bidder or his/her representative shall not make any cartel or group to influence the bidding process or the price to the disadvantage of the Government.
- 8.2 The bidder or its representative shall not enter into uncalled for correspondence with The Competent Authority or any of his subordinate officers with respect to this tender. Where the bidder requires any information with respect to this tender, its authorized representative shall interact with the tender publishing authority only during office hours either in person or on his official phones. Bidders or their staff/agents/employees are strictly prohibited to interact with any Commercial Taxes Department staff, subordinate in rank on any matter whatsoever related to this bid. Such unethical behavior shall lead to automatic disqualification of bid.
- 8.3 Bidders must appreciate that only the most suitable bid will be accepted and hence all the bidders cannot be accepted, so losing out the bid is also one of the business propositions well known to the bidders in advance. Therefore any indiscreet conduct post disqualification would amount to be an unethical behavior.

8.4 Tendering Process Flow



SECTION-III

9. Payment Terms:

9.1 Payments shall be made on a monthly basis upon submission of the invoice. The payments will be made within 30days from submission of invoice subject to the deduction of penalties if any as per the Service Level Report given in the tender document

9.2 The successful Bidder's request for payment shall be made at the end of each month by invoices along with supporting documents such as attendance reports, Service Level Agreement reports and any other document necessary in support of the service performance.

- I. On receipt of such invoice after verification and after deducting applicable taxes and any Penalties as Per the Service Level Report and as per the details of payment of wages, EPF, ESI and GST (as per Annexures specified) towards deductions, The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere shall pay the amount within a period of 30 days. Performance Bank Guarantee will be released six months after closure of the contract agreement.
- II. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- III. All quotes should be inclusive of GST. Income tax TDS as applicable, will be deducted at source, from the payments made, as per the prevalent rules and regulations.

ANNEXURES FOR PAYMENTS MADE

ANNEXURE-I

(To the tender document

Statement showing the details of payment of take home remuneration of Attenders for the month of (To be furnished every month with bills)

Name and address of the Service provider/Agency:

(Amount in Rs.)

Sl. No.	Name of the Attenders	Earnings	Deductions	Take home remuneration paid	Individual Bank A/c No. with name of the bank	Dates of payment made
a	b	c	d	e	f	g

Total take home remuneration paid for the month of-----Rs.-----

This is to certify that the details furnished above are true and correct.

Contractor's signature

(With seal)

(Documentary proof from the Bank for having remitted the above payments should be enclosed)

ANNEXURE-II

(To the tender document no.....)

Statement showing the details of payment of EPF contribution of Attenders for the month of (To be furnished every month with bills)

Name and address of the Service provider/Agency: EPF

Registration No. :

(Amount in Rs.)

Sl. No.	Name of the Attenders	EPF A/c No.	EPF Paid	EPF payment challan no. and date
a	b	c	d	E

Total amount of EPF contribution paid for the month of-----:Rs.----- This is to

certify that the details furnished above are true and correct.

Contractor's signature

(With seal)

ANNEXURE-III

(To the tender document no.)

Statement showing the details of payment of ESI contribution of Attenders for the month of (To be furnished every month with bills)

Name and address of the Service

provider/Agency: ESI Registration No. :

(Amount in Rs.)

Sl. No.	Name of the Attenders	ESI A/c No.	ESI Paid	ESI payment challan no. and date
a	b	c	d	E

Total amount of ESI contribution paid for the of.....Rs.....This is to certify that the details furnished above are true and correct.

Contractor's signature

(With seal)

(Documentary proof from the Bank or ESI Authorities for having remitted the above payments should be enclosed)

9.3 Service Level Report:

Sl. No	No. of Attenders indented	No. of Attenders Supplied during the week from -Sep-2017 to -Sep-2017 (For 7 days)*	Actual present during the week	No. of absentees during the week	No. of Replacements provided	Penalty for replacements not provided beyond 1 working day @ Rs.1000/- per day of replacement not provided.
1						

Note: Weekly reports in the above format are to be submitted i.e. a minimum of 4 weekly reports per month based on which the monthly payments will be processed.

9.4 Cap on SLRs

The total SLR applied on any month will not exceed more than 10% of the overall fees due, even if the calculated SLRs goes beyond that limit. However if the successful bidder's performance continues to remain slack and shows no improvement for more than six months, then the department at its discretion may decide either to remove the cap or cancel the contract while forfeiting the performance bank guarantee of the successful bidder.

9.5 Liquidated Damages

- a) Liquidated damages (LD) may be invoked in any of the following cases:
 - I. Failure to comply with delivery time lines
 - II. Failure to comply with performance standards/SLRs
 - III. Failure to provide adequately qualified persons
 - IV. Non-compliance with any terms of this Contract
 - V. Non-compliance with legal and regulatory requirements
- b) The final decision on levy and/or relaxation of penalties and LDs lies with competent authority, that is, the Commissioner of Commercial Taxes (Karnataka), Bengaluru.
- c) In case of non-payment of wages/due taxes etc. by vendor, Purchaser may (after notice to Agency of 7 days) opt to deduct the wages/taxes due for the job already done by bidder and reimburse the same directly to the concerned employees / taxation authorities.

9.6 Termination of the contract

The Employer may terminate the Contract if the other party causes a breach of the Contract. Breach of Contract would include but not limited to:

- i) The Service Provider stopping work when no stoppage of work is shown on the current program and the stoppage has not been authorized by The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere.
- ii) The Service Provider is made bankrupt or goes into liquidation.
- iii) The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere gives notice stating that failure to correct a particular defect is a breach of Contract and the Service Provider fails to correct such defect within a reasonable period of time as determined by The Commissioner of Commercial Taxes (Karnataka), Bengaluru.
- iv) Repeated issuance of Non Conformance Report as a result of poor quality control / workmanship by Service Provider.
- v) The Service Provider indulging in corrupt or fraudulent practices.
- vi) The Service Provider undertaking the work without adequate safety for workers, traveling public and road users resulting in danger to life and property and or causing environmental hazards.
- vii) If as a result of force majeure, the Service Provider is unable to perform a material portion of the services for a period of not less than 60 days.
- viii) Non deployment of key personnel or deployment of key personnel with inadequate qualification and / or experience.
- ix) Subcontracting without permission.
- x) Contract obtained by submission of false/forged documents/details.
- xi) Non-compliance with statutory provisions including but not limited to provisions stipulated in bid documents
- xii) The work of the agency shall be monitored by a committee through regular inspections, if found deficient in work, steps shall be initiated to terminate the contract.

Notwithstanding the above, The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere has the right to terminate the Contract at his convenience. If the Contract is terminated the Service Provider shall stop work immediately, make the Site safe and secure and leave the Site with in a reasonably possible time.

9.7 Failure to agree with the Terms & Conditions of the Request for Proposal (RFP)

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Department may award the contract to the next best value bidder or call for new

proposals. In addition to forfeiture of EMD the Department may also recommend blacklisting of the successful bidder from any tendering process of the tender governing authority for a period of 3 years

9.8 Confidentiality

The bidder, associates and their personnel shall not, at any time, disclose any proprietary or confidential information relating to the services, agreement or The Commissioner of Commercial Taxes (Karnataka), Bengaluru's official data or information without the prior consent of the Competent Authority. The personnel deployed at the Commercial Taxes Department shall not disclose any information which they have come to know during the course of their duty to any unauthorized person. Its violation may attract penal action.

9.9 Arbitration / Dispute Settlement:

Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation through Arbitration before the Secretary to the Government (Budget & Resources), Finance Department, Government of Karnataka and his decision shall be final.

9.10 Bidder's Proposed Team for the Execution of the project

The minimum requirement of proposed Operations team is: The Bidder shall employ and provide such qualified and experienced personal as are required to perform the services under the scope of this bid. The summary of minimum required resources is given below:

Manpower Resources to be Supplied:

S.N.	Role	Unit	Total No.
1	Attenders	Nos	19

NOTE: All Manpower resources shall be under declaration of “The Essential Services Maintenance Act” (ESMA)

The profiles of various resources to be deployed by the bidder should, at the minimum, meet the following qualifications:

- a) **Attenders (as per requirement)** - Attenders shall be responsible for the work mentioned in the scope of work where deployed. The educational qualifications and experience requirement of an Attender shall be at minimum as follows:

Educational Qualifications	Roles and Responsibilities
SSLC/10 th Standard pass with Kannada as the First/Second language and having knowledge to read and write Kannada. With functional knowledge of English to at least read the postal addresses on the letters.	As mentioned in the scope of work above

10. Other Conditions of Contract

The contractor shall strictly observe and adhere to the following from their deployed personnel:

- Are always smartly turned out and vigilant and will wear uniform.
- Are punctual and arrive at least 30 minutes before start of their duty time.
- Perform their duties with honesty and sincerity.
- Extend respect to all Officers and Staff of the office
- Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty post.
- Will immediately report to the Officer-In-Charge any untoward incident/ misconduct or misbehavior.
- Shall not smoke in the office premises.

Sd/-
Tender Inviting Authority
The Joint Commissioner of
Commercial Taxes (Admn), DGSTO,
Davangere.

SECTION IV

General Information of Bidder

(To be uploaded with technical bid)

Sl. No.	Details of Information	Information to be furnished by the Bidder
1.	Name of the Company	
2.	Address for communication	
3.	Name of contact person:	
4.	Phone and Mobile No of contact person:	
5.	Fax No:	
6.	E-Mail ID:	
7.	GST Registration No	
8.	Income Tax Pan No	
9	EMD Details	
10	Date of Establishment of the Company	
11	A brief detail of expertise for executing the same services.	
12	Transaction made by the Company / Firm during last financial year	
13	Previous three years IT Returns	
14	Any other information company wishes to furnish	

Declaration

I hereby declare that the information above is correct and I further declare that the Firm/Company will abide by the tender regulation. I am aware that the decision of the Commissioner of Commercial Taxes (Karnataka), Bengaluru is final and binding.

Place:

Authorized Signatory

Date:

CHECK LIST

Tender Document for providing Attenders
to the offices of the Commercial Taxes Department
General Information: (To be uploaded with technical bid)

Sl. No.	Details of Information	Information to be furnished by the Bidder
1.	Name of the Company	
2.	Address for communication	
3.	Name of contact person:	
4.	a) Turnover: As discussed in pre-qualification conditions. b) Registration: The Bidder should be registered with the Income Tax, GST and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation. Such registration shall remain valid throughout the period of the Contract signed in relation to this tender. Self-attested copies of: PAN Registration, GST Registration, Labour Registration, EPFO Registration, ESIC Registration shall be provided.	
5.	Format of tender document (General Information and Specifications)	
6.	PAN Card copy	
7.	VAT registration copy (for previous turnover verification)	
8.	Service Tax Registration copy (for previous turnover verification)	
9.	GST Registration Copy	
10.	Certificate of Registration of Company, if any	
11.	Undertaking that minimum wages will be paid to the employees	
12.	Certificate from Auditor to the effect that the minimum turnover as prescribed in this document shall be furnished	
13.	Any other information company wishes to furnish	
14.	ESI Payments - Previous half yearly and yearly statements/returns submitted to ESI authorities for each employee. along with clearance obtained from jurisdictional ESI officer (2017-18 and 2018-19 upto January-2019)	
15.	EPF Payments -Previous half yearly and yearly statements/returns submitted to EPF authorities for each employee. along with clearance obtained from jurisdictional Provident fund officer (2017-18 and 2018-19 upto January-2019)	
16.	Any other document/registrations as required by the law of land.	

Declaration

I hereby declare that the information above is correct and I further declare that the Firm/Company will abide by the tender regulation. I am aware that the decision of The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere is final and binding.

Place:

Authorized Signatory

Date:

Form for declaring various works undertaken by bidder

(To be enclosed with the "Technical Bid" as given below)

[On the letterhead of Bidder]

Performance Statement

Sr. no	Financial Year	Name & address, Telephone no and fax no of purchaser to whom similar service/ supplies were made	Description of the work / supply order	Whether the supply of the services of Attenders was part of that? If yes what was its proportional value to total value of the order?	Purchase Order No. & Date issued by Purchaser	Value of contract /Purchase Order	Period of execution		Performance certificate from customer (page numbers)
							Starting	Ending	
1	2	3	4	5	6	7	8	9	0
1	2014-15								
2	2015-16								
3	2016-17								

As of this date, all the information mentioned in the above format is true and correct to the best of my knowledge and belief. I have no objection in getting this information verified by the Tender Governing Authority. This document is open for due-diligence by competent authority, as it may deem-fit.

Date: _____

Place: _____

Signed: _____

Name: _____

In the capacity of: _____

For on and behalf of: _____

11. Financial Proposal

The bidder should quote his service charges in percentage only (including GST on Service Charges) to e-procurement portal. In any technical document the bidders should not disclose his service charges.

AGREEMENT FORMAT

This agreement, made the ___ day of ----- 2019, between The Joint Commissioner of Commercial Taxes(Admn), DGSTO, Davangere. (hereinafter called "the Employer") of the one part and -----, ----- of the other part.

Whereas the Employer is desirous that the Service provider execute the work of "." (hereinafter called "the Works") and the Employer has accepted the Tender of the Service provider for the above work at a negotiated amount of Rs -----)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Service provider as hereinafter mentioned, the Service provider hereby covenants with the Employer to execute and complete the Service and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Service provider in consideration of the execution and completion of the service and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the service provider at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance.
 - ii) Conditions of contract.
 - iii) Scope of work.
 - iv) Other relevant documents

In witness where of the parties thereto have caused this Agreement to be executed the day and year first before written.

(1) Binding Signature of the Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere. (User Department)

(2) Binding Signature of the Service provider _____

Date: _____

INDEMNITY BOND

(To be typed on 200 rupees. stamp paper)

We, M/s. _____ (The Supplier) _____ shall indemnify the Joint Commissioner of Commercial Taxes(Admn), DGSTO, Davangere. (The Purchaser) against all loss and claims in respect of :

- a) Death or injury to any person
- b) Loss or damage to any property including works
- c) Copyright and Patent Infringement

Which may arise out of any consequences of the execution and completion of the works and remedying of all defects therein, and against all claims, proceedings, damages, costs, charges or expenses in respect if or in relation thereof.

(Signed by authorized signatory of the Company)

Name of the Company

Date

PERFORMANCE BANK GUARANTEE

To,
The Joint Commissioner of Commercial Taxes (Admn),
DGSTO,
Davangere.

WHEREAS _____ (name and address of Supplier)(hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (name of Contract and brief description of works) (hereinafter called "the Contract")

AND WHEREAS it has stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a Nationalized / Scheduled bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the guardian and responsible to you on behalf of the Supplier, up to a total of (amount of guarantee) such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in anyway release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 90 days from the date of expiry of the contract period after the Defects Liability Period.

Signature and seal: _____

Name and Designation _____

Name of Bank/Financial Institution _____

Address : _____

Date: _____

Telephone No.: _____

Fax No.: _____

*Bank Guarantee shall be drawn on any Indian nationalized bank, Scheduled Commercial Bank with prior approval of The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere.

FORM FOR DECLARING PREVIOUS YEARS TURNOVER

(Must be enclosed with the "Technical Bid" as given below)

Financial Status of Sole Bidder/ each member of consortium within last three years

[On the letterhead of Bidder]

Full Name of Bidder Company:

Sl. No.	Financial Year	Average annual Turnover of Bidder (Supplier) Company in Indian Rupees	Turnover of various ongoing projects	Net profit after tax
1	2	3	4	5
1	2015-16			
2	2016-17			
3	2017-18			

1. Please attach Audited Balance sheets for the above period and mention total pages here.
2. Attach copies of Income Tax returns.
3. Attach copies of VAT/Service Tax/GST returns.

Signature of Chartered Accountant of the bidder	Signature
Name	Name & Seal of the Bidder
Address:	
Contact numbers:	
Registration number / membership	

Indemnities: The Service Provider shall submit to the Employer an Indemnity Bond on stamp paper in the format prescribed.