



**GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT  
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES  
(Admn) DVO,  
Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block,  
Davanagere.  
Telephone : 08192-231359/254838.**

No. Sibbandi-1/CR-12/2015-16

Date : 09.11.2015.

**e-TENDER NOTIFICATION**

The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere in association with e-Procurement is inviting online e-Tenders for providing Attenders (Group D) to the offices comes under Davanagere Division for one year under two cover system/two parts (Techno Commercial Bid and Financial Bid) from reputed manpower supply agencies, registered in Karnataka State, having adequate financial resources and experience.

Name of the Service	No. of Personnel
Providing Attenders to the various offices comes under Davanagere Division including Head Office	17

1. **EMD:** Rupees One lakh only.
2. The participating bidders will have to pay Earnest Money Deposit (EMD) through e-Procurement portal by any of the four modes, i.e. Credit Card, Internet Bank, NEFT or OTC.
3. **Price Bid:** The Service Provider should quote all the charges i.e., Total remuneration, Service Charges, ESIC, EPF, Profession tax and Service tax as applicable for providing attenders.
4. The bidder can view the tender details from the websites – <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in>
5. The Soft copies of the Bid documents can be downloaded from e-Procurement portal consisting of Pre-Qualification Requirements (PQR) and eligibility criteria of bidders, scope of the service to be provided, terms and conditions of contract to be complied with by the agency/by the bidders registered with e-Procurement for e-Tendering.
6. The technical bid shall include the PQR documents as prescribed in **Schedule-I**, self-confirmation in **Schedule II** and **PART-II**. The financial bids shall include the duly filled **Schedule-III**. For more details, visit the web site <http://ctax.kar.nic.in>

No. Sibbandi-1/CR-12/2015-16

7. Both the Technical & Financial Bidding is through e-Tendering only. The bidders shall upload all the documents as per PQR for technical evaluation along with financial evaluation through online only. The qualified Technical Bidders only will be considered for Financial Bids.

**8. The authorities and schedule for bidding is as under:**

I.	Designation and address of the procuring entity	Office Of The Joint Commissioner Of Commercial Taxes, (Admn) DVO, Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block, Davanagere. Telephone : 08192-231359/254838.
II.	Designation and address of the tender inviting authority	Office Of The Joint Commissioner Of Commercial Taxes, (Admn) DVO, Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block, Davanagere. Telephone : 08192-231359/254838.
III.	Designation and address of the tender accepting authority	Office Of The Joint Commissioner Of Commercial Taxes, (Admn) DVO, Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block, Davanagere. Telephone : 08192-231359/254838.
IV.	Last date for submission of pre-bid query	01-12-2015 at 4.00 P.M.
V.	Pre-bid meeting.	03-12-2015 at 4.00 P.M.
VI.	Last date for response on pre-bid query by CTD	04-12-2015 at 3.00 P.M.
VII.	Last date and time for receipt of bid	08-12-2015 at 4.00 P.M.
VIII.	Date, time and venue for opening of technical bid;	10-12-2015 at 11.00 AM at Room No 101, 1 <sup>st</sup> Floor, Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block, Davanagere.
IX.	Date, time and venue for opening of financial bid;	14-12-2015 at 11.00 AM at Room No 101, 1 <sup>st</sup> Floor, Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block, Davanagere.
X.	Telephone No. and e-mail ID for contact	08192-231359/254838 e-mail ID : jcctadmndvg@gmail.com

Tender Inviting Authority

Joint Commissioner of Commercial Taxes  
(Admn) DVO, Davanagere.

**Schedule-I**

**1. Pre-qualification requirements of Agencies/Bidders:**

- (i) The Agencies should have provided at least 100 Attender personnel to one or more State/Central Government Departments/organizations/undertakings/corporations for at least one financial year in last two 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 scanned and uploaded. The office of the Joint Commissioner of Commercial Taxes (Admn) DVO, Davanagere will verify the documents with the concerned wherever necessary. However, documents like service agreements work orders etc. will not be considered for the purpose)
- (ii) The annual turnover of the Agency shall not be less than Rupees 500 Lakhs in any one of the last two financial years (i.e. 2013-14 and 2014-15). The agency shall upload a copy of the audited Balance Sheet and Profit and Loss Account duly certified by a Chartered Accountant for the years mentioned above as proof in this regard. (Documents like self-certification of turnover, certified income statement prepared for filing IT, etc. will not be considered).
- (iii) The agency shall upload the copies of the following Documents:
- a) Certificate of Registration under the Employees State Insurance Act (ESI)  
- Previous half yearly and yearly statements/returns submitted to ESI authorities for each employee.
  - b) Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner.  
- Previous statement of yearly returns submitted to PF authorities for each employee
  - c) Service Tax Registration Certificate.
  - d) Certificate of Registration under Professions Tax Act.
  - e) Copy of the PAN card of the agency.
  - f) Any other registrations required as per the existing laws relating to providing manpower services .
- (iv) Agencies whose contracts have been terminated / foreclosed by the employer during the last 3 years due to non-fulfillment of contractual obligations/ noncompliance of statutory obligations are not eligible to bid. The agency should clearly specify and submit letter in writing separately stating that they do not fall under this category.
- (v) The Agencies having local offices situated in particular division only are eligible to participate in the Tender proceedings.

**2. The Functions of Attenders (Scope of Service) :-**

Providing Administrative, Secretarial and Clerical support to others in the offices to maintain an efficient office environment and any other work assigned by the prescribed officer.

- a) Attender should attend office before 10.00 a.m. with White Uniform.
- b) Maintain the Cleanliness of office surroundings and Furniture.
- c) Officer and officials instructions should be followed.
- d) To watch the office files and other articles of the offices.
- e) Any other office duty given by the officers and officials.

**3. Qualification of Attenders:-**

- a) **Qualification** :- Attenders to be deployed by the Agency should possess at least a minimum educational qualification of 10th Standards (Kannada 1<sup>st</sup> / 2<sup>nd</sup> language) and shall be proficient in reading in Kannada/English language.
- b) **Age Limit** :- Should be 18 to 30 years.

**4. Remuneration and Statutory Payments:-**

- (a) The Service Provider (Bidder) will pay the Remuneration to the Attenders as per Minimum Wages Act. The successful bidder shall provide ESI and EPF facilities to the Attenders, as per law.
- (b) The total amount to be quoted by service provider including remuneration to attender, ESI, EPF, Commission Charge & Service Tax, shall not exceed Rs.12,000/- per attender in BBMP area and Rs.10,000/- per attender in other areas.
- (c) The Service Provider (Bidder) shall separately mention the remuneration payable to the Attender, commission charges and applicable service tax.
- (d) Any change in statutory levies/contributions in respect of EPF, ESI, Service Tax, etc... are to be suitably modified.
- (e) The payments of take home remuneration, EPF, ESI & Service Tax shall be confirmed by the Service Provider / Agency on a monthly basis by providing documentary proof.
5. The successful service provider shall sign an agreement as per the format specified in accordance with the terms and conditions laid down in the tender document.
6. The agencies shall submit a check list with details of documents on fulfillment of PQR conditions prescribed herein (i.e. for the points mentioned in the Sl. No. 1 (i) to (iv) above).
7. The Financial bids of the agencies which do not meet the Pre-Qualifying Requirements (Technical Bids) will not be considered.
8. The Joint Commissioner of Commercial Taxes (Admn) DVO, Davanagere shall cause examination of the PQR documents of the agencies and on that basis a list of qualified bidders will be prepared and intimated to the Agencies concerned.
9. The second cover containing financial bid of only the Technically qualified bidders will be opened.

**Schedule-II**

**Self-confirmation of the tenderer for PQR Evaluation**

1. Confirmation for having experience of providing Attenders services for Minimum period of 1 year (please tick whichever is applicable) : Yes/No
2. List of department/organization/undertaking/corporation where services of Attenders have been provided during the last 2 years.
  - a) Name & address of the department/organization/undertaking/corporation
  - b) Designation of official certifying the service with name and contact phone No.
  - c) Last two years details.

Year	No. of Attender personnel provided	Nature of duty	Approximate bill value in Rs.	Whether reflected in the balance sheet
2013-14				
2014-15				

**Note :** If services are provided for more than one organization, give details for all in the above format.

3. Confirmation for providing Attenders :-
  - a) Minimum 100 Attenders provided : Yes/No
  - b) Minimum Educational Qualification is 10<sup>th</sup> Std. reading and writing Kannada language : Yes/No
4. Office details in Davanagere/Bangalore including the name of the contact person, designation, e-mail ID & telephone number.

Date :

Place :

Seal & Signature of Bidder/Agency

**Schedule-III**

**COMMERCIAL TAXES DEPARTMENT, GOVERNMENT OF KARNATAKA  
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (Admn), DVO,  
Davanagere.**

**Financial Bid deploying Attenders**

Sl. No.	Particulars	Rate per person per Month in outside Bangalore	Total Amount for 17 persons for 12 months
01	Total remuneration per Attender (as per Minimum Wages) including Statutory payments (ESI and EPF) [Including employee and employer contribution]		
02	Service charges of the Agency		
03	Service Tax		
04	<b>Total amount payable by the Department</b>		

Date :

Place :

Seal & Signature of Bidder/Agency

**Note :** Bidder Shall enter all the applicable charges and applicable service tax for 17 persons for 12 months in e-Procurement Portal.

## GENERAL INFORMATION

1. Tenders shall be valid for a period of 90 days from the date of opening of second cover (financial bid).
2. Alternative tender will not be considered.
3. Tender document is non-transferable.
4. Conditional tenderers are liable for rejection.
5. Tenders without or insufficient amount of EMD will be rejected.
6. Intending tenders can have detailed information from the office during office hours.
7. The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere reserves the right to reject any or all tenders without assigning any reason.
8. The successful tenderer shall enter into an agreement with the Department on a non-judicial stamp paper of **Rs.200/-** (Rupees Two hundred only) in the format given in **Annexure-1** in accordance with the terms and conditions as specified in **Annexure-2** of the tender document.
9. Security deposit as prescribed in the contract document would be collected at the time of entering into agreement.
10. The bidder/agency shall submit their quotations in **Schedule-III** annexed to the tender documents.
11. The successful bidder shall deploy Attenders as and when requisitioned and within such time as may be decided by The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere or the authorized officer, failing which penalty at 2 times the remuneration per day per Attender will be levied for not deployed during the first two days, thereafter, the penalty will be levied at 4 times.
12. Payment of take home remuneration by the service provider/agency shall be made by crediting the amount to the individual bank account of the concerned Attenders deployed on or before 7<sup>th</sup> of every month as per the payment of wages Act 1936. Similarly, EPF and ESI contribution shall be remitted to the individual Attender EPF/ESI accounts as specified under the respective Acts. Also, the remittance of service tax provided by the CTD for Attenders and the PT deducted from the basic remuneration of Attenders shall be remitted to the concerned authority.
13. The statement showing earnings and disbursal of take home remuneration, remittance of EPF and ESI for a particular month should be submitted by the Agency with bills of next month to the office of The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere to be eligible for payment along with documentary proof of payment of profession tax and service tax as prescribed in **Annexures-3A, 3B, 3C, 3D and 3E**.
14. In case more than one agency stands L1, firstly, ISO certified agencies will get preference over others. Secondly, the agencies having higher turnover will get preference over others.
15. The duration of the contract is for 12 months, extendable for any further period not exceeding one year by mutual consent with the same terms and conditions of the agreement executed. However, the contract can be terminated by either party on three months' notice.
16. The Agency should not appoint subcontractor. If the Agency is found to have appointed the subcontractor, the contract will be terminated at the risk and cost of the service provide concerned.



17. The agency shall furnish pay slips to all its employees indicating the take home remuneration and statutory deductions.
18. The agency shall be responsible to fulfill all statutory obligations such as remittances of service tax, professions tax, EPF/ESI, etc. in respect of each Attender deployed under this contract.
19. The Agency shall furnish a copy of the license issued by the Labour Department under the Contract Labour (Regulation and Abolition) Act, 1970.

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**ANNEXURE-1**

(To the tender document No.SIBBANDI/1/CR-12/2015-16, Dated: 31/10/2015)

**FORM OF CONTRACT AGREEMENT**

The agreement entered to this ..... (Month of), 2015 between Sri. .... (hereinafter referred to as the “Contractor”) which term shall include their successors and legal representative and The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere (herein after referred to as the “JCCT (Admn), DVO, Davanagere”) which terms shall include its successors and assigns as well as authorized representatives.

**WHERE AS**

1. The bid of ..... (Contractor’s name) submitted for the supply 17 (Seventeen) Attenders was accepted by the The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere subject to the Terms and Conditions detailed in the Tender Document No. ....
2. The supplier having accepted the order was required to execute agreement and to furnish the Bank Guarantee towards the Security Deposit for the due fulfillment of the agreement.
3. The Contractor has furnished a Bank Guarantee bearing no. ...., dated: ..... in favour of The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere for a sum of Rs. .... towards the Security Deposit, for the fulfillment of agreement from the ..... (bank name) and has further agreed to renew it to the extent required to cover the full guarantee period under the agreement.
4. Now, this indenture witnessed and it is hereby agreed and declared as follows, that is to say, in consideration of payments to be made to the “Contractor” by the Commissioner, the Contractor hereby covenants with The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere, that the Contractor shall duly provide 17 (Seventeen) Attenders for the price of Rs. .... (Rs. ....) with educational and other qualifications in accordance with the terms and conditions as specified in **ANNEXURE-2** forming part of this agreement.

In witness whereof the parties to this agreement have signed this indenture in the presence of following witness.

Contractor’s signature  
(with seal)

Contractee signature  
(with seal)

**WITNESS :**

- 1.
- 2.

## ANNEXURE-2

### **GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING ATTENDERS**

1. The expression “Service”, “Job” or “Duty” used shall mean Attender Service, required by the office of The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere.
2. The “Department” means the office of The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere.
3. The “Agency/Contractor” means the Agency to whom the work of providing Data Entry Operators is awarded.
4. “Attenders” means, Attenders deployed by the Agency.
5. “Notice in Writing” shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by courier / registered post to the declared business address of the Agency.
6. “Deficiency in service” means, not deploying the full contingent of the personnel requisitioned on time, non-replacement of personnel who are found to be un-suitable, failure to provide suitable replacement to the absentees, non-payment of wages within the time prescribed, short payment of wages, short remittance of statutory payments, failure to submit the relevant details of the personnel deployed to the Department, failure to submit / file statutory statements / returns as per the requirement of the applicable laws and violation of any of the condition in the contract agreement.
7. “Premises” means the office of The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere situated at Vanijya Therige Bhavana, D Devaraj Urs Layout, ‘A’ Block, Davanagere., and whenever in this contract the words “Directed”, “Required”, “Ordered”, “Desired”, “Considered”, Necessary”, or like words are used, it shall be understood as the directions, requirements, permissions, order, etc. of the The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere or other authorized officers of the Department, as the case may be.
8. **Qualification of Attenders :** Attenders to be deployed by the agency should possess at least a minimum educational qualification of 10<sup>th</sup> Standards (Kannada 1<sup>st</sup> / 2<sup>nd</sup> language) and shall be proficient in reading in Kannada / English language.

#### **The Functions of Attender (Scope of Service) :-**

Providing Administrative, Secretarial and Clerical support to others in the offices to maintain an efficient office environment and any other work assigned by the prescribed officer.

- a) Attender should attend office before 10.00 a.m. with White Uniform.
- b) Maintain the Cleanliness of office surroundings and Furniture.
- c) Officer and officials instructions should be followed.

- d) To watch the office files and other articles of the offices.
- e) Any other office duty given by the officers and officials.

**9. Remuneration and Statutory Payments as per ANNEXURE-3A, 3B, 3C, 3D and 3E :-**

- (a) The Service Provider (Bidder) will pay the Remuneration to the Attenders as per minimum wages Act. The successful bidder shall provide ESI and DPF facilities to the Attenders, as per law.
  - (b) The total amount to be quoted by service provider including remuneration to attender, ESI, EPF, Commission Charge & Service Tax, shall not exceed Rs.12,000/- per attender in BBMP area and Rs.10,000/- per attender in other areas.
  - (c) The Service Provider (Bidder) Shall separately mention the remuneration payable to the Attenders, commission charges and applicable service tax.
  - (d) Any change in statutory levies / contributions in respect of EPF, ESI, Service Tax, etc..... are to be suitably modified.
  - (e) The payments of take home remuneration, EPF, ESI & Service Tax shall be confirmed by the Service Provider / Agency on a monthly basis by providing documentary proof.
- 10.** The number of Attenders can be increased or decreased at the discretion of the Department at any point of time during the period of contract, but not exceeding 25% of the total procurement under this contract. The remuneration payable / deducted on such increase / decrease shall be at the same rate as per the contracted rate. It is mandatory on the part of the Agency either to increase or decrease the number of attenders immediately as and when directed by the Department.
- 11.** For all matters arising out of this contract either between the Agency and the Department or between the personnel deployed by the Agency with the Department / Agency, the jurisdiction of the court shall be at Davanagere.
- 12.** The attenders deployed by the Agency shall not have any connections with the employees of the Department. The Agency shall be responsible for any un-authorized acts of the attender and for any damage / injury sustained by them in the course of their work / duty.
- 13.** The Contractor shall make the payment of take home remuneration to attenders deployed through the individual Bank Accounts of the Attender's and shall arrange to remit all statutory deductions like Service Tax, Profession Tax, EPF and ESI to the designated authorities along with the Agency's contributions as per law, at the applicable rates within the stipulated time limits.
- 14.** The agency will be fully and solely responsible for any violations under the relevant statutes, and any such violation will be a breach of contract and the Department at its discretion may cancel the contract. The Agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws.
- 15.** The Agency shall make timely payment of the home remuneration as per the earnings per month to each Attender deployed without any un-authorized deductions.
- 16.** The Agency shall issue a formal appointment letter to all the personnel deployed under this contract indicating the name, designation, age, take home remuneration, amount of EPF contribution of both employer and employee, the amount of ESI contribution of both employer and employee as required under Contract Labour (R&A) Act, 1970 within 15 days of deployment and submit copy of the same duly receipted by the appointee to the Department for reference and records of Commercial Taxes Department.
- 17.** The agency shall issue Photo ID cards to all its employees with the agency's Logo & Name and Designation of the personnel deployed within a period of one month.
- 18.** The Agency shall maintain proper record pertaining to the Attenders deployed including the remuneration pay slip, disbursement of remuneration, remittances of statutory payments to

the various statutory authorities and present the same to the Department / Officers of the concerned authorities whenever called for.

- 19.** The agency shall maintain the acquaintance / pay roll and other relevant particulars pertaining to deployed Attender and shall be made available for inspection by the officer of the Department and other statutory authorities as and when so required.
- 20.** Whenever the Agency fails to provide Attenders as requisitioned by the Department, it shall be lawful for the Department to avail the service departmentally or otherwise and the cost incurred shall be deducted from the amounts due to the Agency.
- 21.** The agency shall provide all the relevant particulars of the personnel proposed to the deployed in the Department along with originals of the relevant certificates / documents relating to their educational qualification and work experience to the Department and only after approval, deploy them for work in the Department.
- 22.** If any Attender deployed by the Agency is considered undesirable by the Department, it shall be the responsibility of the Agency to remove the said persons from the work. Such persons cannot be re-deployed by the Agency for any other work of the Department without the specific permission of the Department.
- 23.** The Agency should not appoint subcontractor. If the Agency is found to have appointed subcontractor, the contract will be terminated at the risk and cost of the contractor concerned.
- 24.** In case of any ambiguity or doubts with regard to the terms, clauses used in the tender documents, clarifications should be sought in writing, before submitting the tenders, failing which, the decision of the Department in all such matters shall be final and binding on the Agency.
- 25.** The Department shall not be held responsible or called upon to make good any losses / costs incurred by Agency on account of factors beyond its control such as legal impediments, accidents, illegal actions of the Attenders deployed, etc., or for any reason whatsoever.
- 26.** The scope of service is liable for alteration by way of deletions or additions at the discretion of the Department.
- 27.** The Department including the authorized officers of the Department shall have the power to issue notice in writing and to instruct / direct the Agency to make alterations / variations in the assigned work / change the deployed staff.
- 28.** The Agency shall obey all relevant Central, State and local regulations and enactments pertaining to contract personnel and The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere shall have the right to enquire into and decide all complaints on such matters.
- 29.** All compensations or other sums of money payable by the Agency to the Department under the terms and conditions of this contract may be deducted from its security deposit or from any sums that may be due or may become due to the Agency by the Department on any account whatsoever and in the event of security deposit being reduced by reasons of any such deduction the Agency shall, within 10 days thereafter make good the shortfall in the security deposit referred to above.
- 30.** If the Agency fails to provide the Attender service satisfactorily during the currency of the contract, the Department shall have the power to enter upon and take possession of the works and engage any other person, firm or agency to complete the work. Any extra cost incurred

by the Department due to such failure on the part of the Agency shall be recovered from the Agency.

31. The antecedents of the personnel deployed by the Agency should be verified through local police or by any other Government Agency, and the Agency alone shall be responsible for the good conduct of its personnel while on duty as well as off duty in Department's premises and the personnel deployed shall behave like responsible persons at all times.
32. The Agency will be held responsible for all the acts of the Attenders with all risks arising from carelessness, negligence or damage or loss by theft, pilferage etc. and Agency shall undertake to compensate the losses arising from such acts of Data Entry Operators to all the concerned including Commercial Taxes Department.
33. The Agency shall arrange a training program /workshop to the Attenders at the beginning of the contract to make them understand their nature of work they shall carry by inviting the experts in the field and officers of the Commercial Taxes Department.
34. Agency/ Attenders shall not disclose any information to the public pertaining to the department without prior permission.

### **35. BREACH OF TERMS OF CONTRACT**

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

- (a) Failure to deploy the required number of Attenders within the prescribed time limit.
  - (b) Failure to make / submit details / proof of take home remuneration, EPF, ESI, and other statutory remittances in respect of any of the personnel deployed by the agency at the prescribed rate within the prescribed time limit.
  - (c) Deduction from the remuneration payable to the payable to the personnel deployed, of any amount not being any statutory levy or contribution, and collection of any amount either directly or Indirectly from the personnel deployed as commission or fee or any other amount either before their deployment or any time during their deployment in the Department.
  - (d) Failure to submit the relevant documents/ registers pertaining to the Attenders deployed under the contract for inspection either to the statutory authorities or to Commercial Taxes Department when such request is made.
  - (e) Deficiency in service, like not replacing the persons in place of absentees, under – performers, persons suspected of carrying out fraudulent transactions etc. whenever such requests are made by the Department.
36. It is open to the Department to initiate the following penal actions against the Agency on breach of any of the above terms:
- a) At first instance to issue warning notice clearly narrating the incident of breach asking the Agency to submit its explanation and the action the Agency is proposing to avoid repetition of such incident.
  - b) On the second instance to impose a penalty not exceeding **Rs.25,000/-**.
  - c) On subsequent instances to impose of penalty of **Rs.50,000/-**. If the same persists further, the contract will be terminated and the agency will be blacklisted after forfeiting EMD/SD.
  - d) This does not preclude the Department from recovery of the directly attributable losses on

account of the actions of an employee of the agency from any available legal options including forfeiture of security deposit.

**37.** The successful Agency shall have an established office in Davanagere. The Agency shall furnish the address of such office with particulars of telephone number and details of contact person before entering into Agreement. The Department reserves the right to inspect/ check the particulars so furnished.

**38.** The personnel deployed under this contract shall have good personality and should be presentable and pleasant in their manners. They should be able to identify important officers of the Department. The preferable age of the Attenders deployed by the agency may not exceed 30 years. The Attenders deployed should be properly briefed by the agency regarding the activities of the Department and the scope of service expected from them and the same shall be checked periodically if need be, with occasional visits by the senior officers of the Agency for their effective functioning.

**39.** It is the responsibility of the Agency to thoroughly check the antecedents of the Attenders deployed under this contract and the Agency alone shall be responsible for the good conduct of its personnel while on duty as well as off duty.

**40. REPLACEMENT:**

The Agency will provide replacement for the person who is found unsuitable /remains absent, in the event of sickness, etc. at its own cost.

**41. DURATION AND TERMINATION OF CONTRACT:**

The duration of the contract is for a period of 12 months, extendable for further period not exceeding one year by mutual consent. However, the contract can be terminated by either party on three month's written notice.

**42. PREMATURE TERMINATION OF THE CONTRACT:**

If the service of the personnel deployed by the Agency are found not satisfactory and if any one of the conditions of the contract agreement is violated, the Department reserves the right to terminate the contract prematurely without assigning any reason therefore. In case of any dispute the jurisdiction of the court shall be at Davanagere.

**43.** Financial bids of agencies which do not satisfy the PQR conditions [Technical bid] will not be considered.

**44.** The Department shall cause to examine the PQR documents of the agencies and on that basis a list of qualified bidders will be prepared and intimated to the Agencies concerned.

**45.** The financial bid containing price quotations of the qualified bidders only will be opened in the presence of available qualified bidders, on the specified date.

**46. SECURITY DEPOSIT/PERFORMANCE SECURITY**

The Agency shall deposit an amount equivalent to 5% of contract amount as security deposit / performance security in the form of Bank Guarantee/ Deposit at the time of entering into agreement. The same shall be refunded to the Agency after successful completion of service contract assignment.

**47.** The Department agrees to make payment to the Agency against monthly service bill provided the same is correct in all respects, within 30 days from the date of submission of bill by the Agency.

**48.** In case any dispute or difference arises between the Department or its representative and the Agency on any matter within the scope of this contract, then either party shall forthwith give written notice of such dispute or difference to the other party and such dispute or difference shall be referred to The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere, whose decision will be final.

- 49.** To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode of procedure and carrying out the work, the decision of The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere shall be final and binding on the Agency.
- 50.** The Department reserves the right to extend or foreclose the contract depending upon the exigency and the Agency shall continue to provide Attenders on the same terms and conditions of the contract during the extended period in the event of any extension given.
- 51.** If any loss or damage is caused to the Department by non-compliance of the obligations under this agreement by the Agency, the Agency is liable to make good such losses and the Department shall be entitled to recover the same from the Agency.
- 52.** The arrangement between the agency and the Department is on Principal to Principal basis and neither of them shall be treated as the agent of the other.
- 53.** The Agency shall furnish a copy of the license issued by the Labour Department under the Contract Labour (Regulation and Abolition) Act, 1970.
- 54.** The Agency shall supply the White Uniforms to the Attenders.

CONTRACTOR'S SIGNATURE  
(WITH SEAL)

CONTRACTEE SIGNATURE  
(WITH SEAL)

**WITNESSES:**

- 1.
- 2.



**ANNEXURE -3 A**

(To the tender document Sibbandhi/1/CR-12/2015-16/Dated:\_\_\_\_\_)

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.)

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

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-3B**

(To the tender document no Sibbandhi/1/CR-12/2015-16/Dated:\_\_\_\_\_

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
<b>a</b>	<b>b</b>	<b>c</b>	<b>d</b>	<b>e</b>

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)

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

**ANNEXURE-3C**

(To the tender document no Sibbandhi/1/CR-12/2015-16/Dated:\_\_\_\_\_

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	EPF payment challan no. and date
a	b	c	d	e

Total amount of ESI 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)

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

**ANNEXURE-3D**

(To the tender document no Sibbandhi/1/CR-12/2015-16/Dated:\_\_\_\_\_)

Statement showing the details of payment of Service Tax for the month of.....

(to be furnished every month with bills)

Name and address of the Service provider/Agency:

Service Tax Registration No:

(Amount in Rs.)

Sl. No.	Name of the attenders	Service Tax Amount	Service Tax payment challan no. and date
a	b	c	d

Total amount of Service Tax 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 or Service Tax Authorities for having remitted the above payments should be enclosed)

GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT  
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES  
(Admn) DVO, Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block,  
Davanagere.  
Telephone : 08192-231359/254838

**PART-I**

Tender in two cover system duly uploaded by the Registered Manpower supply Agencies will be received by The Joint Commissioner of Commercial Taxes (Admn) DVO, Davanagere for the following:

1. Nature of service: PROVIDING ATTENDERS TO THE VARIOUS DEPARTMENT OFFICES LOCATED IN DAVANAGERE, CHITRADURGA, BELLARY, AND KOPPAL DISTRICTS INCLUDING HEAD OFFICE AT DAVANAGERE.
2. EMD: Rs.1,00,000/-(One lakh rupees only)
3. The bidder can view the tender details from the websites-<http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in> For any other information, please contact phone number 08192-231359/254838.
4. Tender documents shall be submitted online at e-Procurement portal.
5. The participating bidder will have to pay Earnest Money Deposit (EMD) of one lakh rupees to be paid through e-procurement portal through any 04 modes i.e Credit card, Internet Bank (Direct Debit), NEFT (National Electronic Fund Transfer) or OTC (remittance at the bank counter).
6. The validity of the offer shall remain open for a period of ninety days from the date of opening of tenders (financial bids). If any tender withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender, The Joint Commissioner of Commercial Taxes (Admn) DVO, Davanagere shall, without prejudice to any other right or remedy, be at liberty to forfeit the EMD.
7. Final acceptance of the tender rests with The Joint Commissioner of Commercial Taxes (Admn) DVO, Davanagere who reserves the right to accept or reject any or all tenders without assigning any reason therefor.
8. Submission of the tender by the Agency implies that these conditions of contract have been read and is aware of the scope of the service and the number of Attenders to be deployed.
9. Tenders will be opened in the presence of tenders or their authorized representatives, on the date and time specified here in.
10. Tender not submitted in the prescribed form will be rejected. Tenders which propose any alternations in the service specified or containing other conditions of any sort will be rejected.
11. The tenderer shall abide by the provisions of Employees Provident Fund and Miscellaneous Provision Act and Rules there under, ESI Act, the Contract Labour (R&A) Act, etc., and enroll eligible employees working with the agency, and ensure timely remittance of all statutory contributions at applicable rates to the authorities regularly.

- 12. Security Deposit:** The successful Agency should pay Security Deposit equivalent to 5% of the value of the contract amount put of tender for due performance of the contract.
- 13.** The successful agency is liable to comply with all laws applicable, including labour laws.
- 14.** The successful tenderer shall attend the office on a date to be fixed and intimated to him for executing agreement etc. failure on the part of the successful tenderer to execute the contract agreement within 30 days from the receipt of written communication of letter of acceptance to this effect, would entail rejection of tender and forfeiture of EMD.
- 15.** Applicable taxes, as per rules in force will be deducted from the bills payable to the agency.
- 16.** Unsuccessful/rejected Bidder's EMD shall be refunded.

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GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT  
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES  
(Admn) DVO, Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block,  
Davanagere. Telephone : 08192-231359/254838

**PART-II**

**To:**

The Joint Commissioner of Commercial Taxes,  
(Admn) DVO, Vanijya Therige Bhavana,  
D Devaraj Urs Layout, 'A' Block,  
Davanagere.

Sri,

**TENDER FOR PROVIDING ATTENDERS TO THE VARIOUS OFFICES IN  
DAVANAGERE, CHITRADURGA, BELLARY AND KOPPAL DISTRICTS INCLUDING  
HEAD OFFICE AT DAVANGERE.**

I/we ..... do hereby tender for providing services of Attenders to the various offices of this department located in Davanagere, Chitradurga, Bellary and Koppal Districts including Head Office at Davanagere as per the quoted rates and in all respects in accordance with the conditions applicable.

**NATURE OF SERVICE: PROVIDING ATTENDERS TO THE VARIOUS  
DEPARTMENT OFFICES LOCATED IN DAVANAGERE,  
CHITRADURGA, BELLARY, AND KOPPAL DISTRICTS  
INCLUDING HEAD OFFICE AT DAVANAGERE.**

I/We have paid an amount of Rs.1,00,000/- (One lakh rupees only) through Credit Card/Internet Bank/NEFT/OTC towards EMD. I/We are aware that the EMD will not bear any interest. Should my/our tender is accepted, I/we agree to pay 5% of contract value towards security deposit for the due fulfillment of the contract.

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

I/We hereby distinctly and expressly declare and acknowledge that before submission of this tender: I/We have carefully followed the instructions and I/We have made examination of contract documents and locations where the Attenders are to be provided.

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

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

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

Dated this..... day of .....2015.

**AGENCY/CONTRACTOR**



GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT  
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES  
(Admn) DVO, Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block,  
Davanagere. Telephone : 08192-231359/254838

**To:**

The Joint Commissioner of Commercial Taxes,  
(Admn) DVO, Vanijya Therige Bhavana,  
D Devaraj Urs Layout, 'A' Block,  
Davanagere.

Sri,

**DECLARATION**

(To be given by the Agency/ Contractor at the time of uploading the completed tender)

NATURE OF SERVICE: PROVIDING ATTENDERS TO THE VARIOUS  
DEPARTMENT OFFICES LOCATED IN DAVANAGERE,  
CHITRADURGA, BELLARY, AND KOPPAL DISTRICTS  
INCLUDING HEAD OFFICE AT DAVANAGERE.

I/We have read the Tender documents and related matters carefully and diligently and that I/We have uploaded the tender having studied, understood and accepted the full implications of the agreement.

The requirements of the tender agreement stated herein will be fulfilled by me/us to the satisfaction of The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere.

AGENCY/CONTRACTOR