



**GOVERNMENT OF KARNATAKA**  
**COMMERCIAL TAXES DEPARTMENT**  
**OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMIN)**  
**D.G.S.T.O-02,**  
**#642, Pioneer Plaza, 2<sup>nd</sup> floor, Rajarajeshwari Nagar, Bengaluru– 98.**  
**Telephone/Fax: 080-26994401/02/03.**

No. JCCT(A)/DGSTO-2/e-Proc/CR.42/2018-19

Dt:15-02-2019

**e-TENDER NOTIFICATION**

**FOR**  
**Providing of Housekeeping & Security Services**  
**AT**  
**Office of the Joint Commissioner of Commercial Taxes-**  
**(Admin), DGSTO-02**

**Situated at:**#642, Pioneer Plaza, 2nd floor, Rajarajeshwari Nagar,  
Bengaluru – 98

The Joint Commissioner of Commercial Taxes (Admin), DGSTO-02 (who is the Tender Inviting Authority) in association with e-Procurement wing of the Govt. of Karnataka is inviting online e-Tender for providing Housekeeping Services and Security Services for a period of One year under two cover system/two parts (Techno Commercial Bid and Financial Bid) from One reputed single agency providing Housekeeping Services and Security Services, who are registered in Karnataka and who have adequate financial resources and experience. The Tender Accepting Authority is the Joint Commissioner of Commercial Taxes (Admin), DGSTO-02 and their decision is final in respect of this tender.

<b>Sl. No.</b>	<b>Details of services required</b>	<b>No. of Machines under AMC</b>	<b>No. of Personnel in respect of Manpower services</b>
1.	Housekeeping and Cleaning services from 8 AM to 6 PM,	--	12
2.	Security Guard services round the clock,	--	5

- EMD:** Rs.1,00,000/- (Rupees One Lakh only).
- The participating bidders will have to pay Earnest Money Deposit (EMD) through e-Procurement portal or by any of the four modes, i.e. Credit Card, Internet Banking, NEFT or OTC.
- Price Bid:** The participating bidder should quote the rate for the Housekeeping Services and Security Services as per the Minimum Wages Act. In respect of Manpower deployed by the bidder in this office the breakup of the salary showing the ESI/EPF/GST etc. should be shown separately as applicable.
- The bidder can view the tender details from the websites – <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in>
- 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.
- The technical bid shall include the PQR (Pre-Qualification Requirements) 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>
- Both the Technical & Financial Bidding is through e-Tendering only. The bidders shall upload all the documents as per PQR for technical evaluation along with financial evaluation only through online. Only the qualified Technical Bidders will be considered for Financial Bids.

**Calendar of events:**

i.	Last date and time of submission of queries	20-02-2019 up to 05-00 P.M
ii.	Date and time of Pre- bid Meeting	21-02-2019 03.00 P.M
iii.	Last date for furnishing of response to queries	22-02-2019 05.00 P.M
iv.	Closing date for uploading the technical bids	11-03-2019 up to 02-00 P.M
v.	Opening of technical bids	12-03-2019 at 03-00P.M
vi.	Opening of financial/price bids	14-03-2019 at 03-00 P.M

**Tender Inviting Authority**

**Joint Commissioner of Commercial Taxes**  
(Admn), DGSTO-2, Bengaluru.

## **Schedule-I**

### **1. Pre-qualification requirements for Bidders [PQR conditions]:**

- i.** Bidders should be a company registered under the Companies Act, 2013 (or 1957) or Limited Liability Firm registered under the Limited Liability Partnership Act, 2008
- ii.** The bidders should be having an experience of at least 3 years in providing all the above services to two or more State/Central Government Departments/organizations/undertakings/corporations for at least in preceding three financial years and should have rendered services satisfactorily. (Documentary proof in the form of certificate issued by the department / organization / undertaking for satisfactory services rendered shall be scanned and uploaded. The office of the Joint Commissioner of Commercial Taxes (Admin) will verify the documents with the concerned wherever necessary. However, documents like service agreements, work orders etc. will not be considered for the purpose).
- iii.** Subject to clause (3) below of this tender document the annual turnover of the bidder shall not be less than Rs.50.00Lakhs in any one of the last three financial years (i.e. 2015-16, 2016-17 and 2017-18). The bidder 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).
- iv.** The bidder should have office in Bengaluru.
- v.** The bidder 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. Bidders should upload a copy of incorporation certificate issued by the Registrar of Companies under the Companies Act, 2013 (or 1956) or Limited Liability Firm registered under the Limited Liability Partnership Act, 2008
  - d. GST Registration Certificate.
  - e. Certificate of Registration under Professions Tax Act.
  - f. Copy of the PAN card of the bidder.
  - g. Any other registrations required as per the existing laws relating to providing of Manpower services.
- vi.** Bidders whose contracts have been terminated / foreclosed by any employer during the last 3 years due to non-fulfillment of contractual obligations/noncompliance of statutory obligations are not eligible to bid. The bidder should clearly specify and submit letters in writing separately stating that they do not fall under this category.

**2. Qualification and Experience of the House Keeping/SecurityService provider:-**

- i. **Housekeeping services:**The service provider should have at least 3 years' experience in providing housekeeping services with a minimum annual turnover of Rs.25.00 Lakhs and should have rendered service to two or more State / Central Government Departments / organizations / undertakings / corporations in preceding three financial years and should have rendered services satisfactorily during that period.
- ii. **Security Guard Services:** The service provider should have at least 3 years' experience in providing Security Guard services with a minimum annual turnover of Rs.25.00 Lakhs and should have rendered service to two or more State / Central Government Departments / organizations / undertakings / corporations in preceding three financial years and should have rendered services satisfactorily during that period and should have clearance from the local police authorities for providing security guards at various offices.
- iii. **If the turnover under item No.i to ii above put together totals to Rs.50.00 Lakhs then the same bidder will be considered.**

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

- i. For the all the manpower provided by the Service Provider minimum wages applicable in the state of Karnataka should be quoted.
  - ii. For the manpower supplied the applicable ESI/EPF should be deposited in the respective statutory bodies account and proof of payment made should be produced every month.
  - iii. All payments of salaries made by the bidder to the manpower supplied should only be through bank account and no cash transaction whatsoever should be made and proof of disbursement should be provided every month.
  - iv. The GST and Professional Tax payments are to be made by the service provider and proof of payment should be provided every month.
  - v. The above payments and the take home remuneration of the employees deployed, Employer and Employee share of EPF and ESI, GST and Profession Tax shall be confirmed by the Service Provider/Agency on a monthly basis by providing documentary proof.
  - vi. Any changes in statutory levies/contributions in respect of EPF, ESI, GST, etc. are to be suitably modified.
4. Tender quoting lowest service charges (including GST payable thereon) will be considered.
  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 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 (Admin), DGSTO-02 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 qualified bidders will be opened.

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**Schedule – II**

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

1. Confirmation for having experience of providing House Keeping/Manpower services and other AMC services for minimum period of 3 years (please tick whichever is applicable) : Yes/No
2. List of department/organization/undertaking/corporation of the State/Central Govt. where the above services have been provided during the last 3 years in the under mentioned Format.
  - a) Name & address of the department/organization/undertaking/corporation.
  - b) Designation of official certifying the service with name and contact phone No.
  - c) Last 3 years details.

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

3. Office details in Bengaluru including the name of the contact person, designation, e-mail ID & telephone number.

Date:

Place:

Seal & Signature of Bidder/Agency

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**Schedule – III**  
**Financial Bid for Housekeeping and other Manpower services along with**  
**AMC services.**

**A. Housekeeping and other Manpower Services:**

Sl. No.	Details of Manpower services	No. of Personnel to be supplied	Net rate per person	ESI/E PF/PT	GS T	Total
1.	Housekeeping and Cleaning services	12				
2.	Security Guard services round the clock	05				

Date:

Place:

Seal & Signature of Bidder/Agency

**Note:**

1. Bidder shall enter all the charges as per the columns above and applicable service tax for all the above services in the e- Procurement Portal.
2. The cost of the services in respect of housekeeping and other manpower services inclusive of ESI and EPF will have to be provided and the cost of consumables per month and the statutory payments like Service Tax have to be separately given.

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## **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 outright.
6. Bidders intending to bid for the tender can have detailed information from the office during office hours.
7. The Joint Commissioner of Commercial Taxes (Admin), DGSTO-02 who is the tender accepting authority reserves the right to reject any or all tenders without assigning any reason.
8. The successful tenderer shall enter into an agreement with the 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. Payments of salaries to the employees deployed by the service provider in the O/oJCCT(Admin), DGSTO-02 building the proof of payments shall be provided every month and the list of Bank accounts of all the employees deployed have to be furnished every month as per the minimum wages act. Similarly, EPF and ESI contribution shall be remitted to the EPF/ESI accounts as specified under the respective Acts. Also, the remittance of GST shall be provided by the bidder to the CTD for the employees and the PT deducted wherever applicable from the basic remuneration of employees and shall be remitted to the concerned authority. All the above proof of payments should be provided every month.
12. 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.
13. The duration of the contract is for 1 year, 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.
14. The service provider should not appoint a subcontractor. If the service provider is found to have appointed the subcontractor, the contract will be terminated at the risk and cost of the service provider concerned.
15. The service provider shall furnish pay slips to all its employees indicating the take home remuneration and statutory deductions.
16. The service provider shall be responsible to fulfill all statutory obligations such as remittances of service tax, professions tax, EPF/ESI, etc. in respect of each of the employees deployed in JCCT(Admin), DGSTO-02 under this contract.
17. The service provider 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. JCCT(A)/DGSTO-2/e-Proc/CR.42/2018-19 Dt:15-02-2019)

**FORM OF CONTRACT AGREEMENT**

The agreement entered into this .....day of ..... 2019 between M/s. ...., (hereinafter referred to as the “Contractor”) which term shall include their successors and legal representative and the Commissioner of Commercial Taxes in Karnataka (hereinafter referred to as the “Commissioner”) which terms shall include its successors and assigns as well as authorized representatives.

**WHERE AS**

1. The bid of .....(Contractor’s name) has submitted for the above housekeeping service and other manpower services and AMC services and has been accepted by the Joint Commissioner subject to the Terms and Conditions detailed in the Tender Document No.JCCT(A)/DGSTO-2/e-Proc/CR.42/2018-19 Dt:16-02-2019
2. The supplier having accepted the order is required to execute an agreement in a stamp paper of Rs.200/- and to furnish the Bank Guarantee for 5% of the Bid amount towards Security Deposit for the due fulfillment of the agreement.
3. The Contractor has furnished a Bank Guarantee bearing no. .... dated: .....in favor of the Joint Commissioner for a sum of 5% of the Bid amount 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 Joint Commissioner, the Contractor hereby covenants with the Joint Commissioner, that the Contractor shall provide all the above services as per the rates 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 witnesses

Contractor’s signature  
(With seal)

Contractee signature  
(With seal)

**WITNESSES:**

- 1.
- 2.

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**ANNEXURE-2**

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING HOUSEKEEPING & SECURITY SERVICE.**

1. The expression “service” used shall mean housekeeping and other manpower services to be performed by the service provider at JCCT(Admin), DGSTO-02 as per the contract and requirement of the office of the Joint Commissioner of Commercial Taxes (Admin), DGSTO-02.
2. The “Department” means the office of the Joint Commissioner of Commercial Taxes (Admin), DGSTO-02.
3. The “Agency/Contractor/Service Provider” means the bidder to whom the work of providing the above services is awarded.
4. “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 bidder.
5. “Deficiency in service” means, not deploying the full contingent of the personnel requisitioned on time and the personnel who are deployed 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.
6. “Premises” means the office of the Joint Commissioner of Commercial Taxes (Admin), DGSTO-02 situated at #642, Pioneer Plaza, 2<sup>nd</sup> floor, Rajarajeshwari Nagar, Bengaluru-560098 and four LGSTO offices in Vijayanagar, Bengaluru-560040, 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 Joint Commissioner of Commercial Taxes (Admin), DGSTO-02.
7. **SCOPE AND DETAILED SPECIFICATION OF SERVICES REQUIRED:-**

**7.1 - Details of Housekeeping Services**

1. The premises consist of 3 Floor in RR Nagar with each floor having an area of 11,783 SFT and 4 floors in Vijayanagar with each floor having an area of 2625 SFT.
2. Each Floor consists of a 2 Common Toilet cum Washroom having an area of 500 SFT approximately in RR Nagar and 1 Common Toilet in each floor in Vijayanagar.
3. In addition to the above there is one washroom in the building which is part of cabin being used by the Joint Commissioner.
4. Totally 8 Housekeeping staff will have to be supplied for all the 3 floors in RR Nagar and 4 Housekeeping staff in Vijayanagar and all of them should wear uniforms with an identity card issued by the contractor.

5. The cleaning schedule for the premises described above is as under:
- i. The complete premises consists of 3 Floors i.e. Ground floor and 1<sup>st</sup> and 2<sup>nd</sup> Floor consisting of various offices of staff and cabins of officers have to be cleaned every day by sweeping the dust and by using a mop along with cleaning agents and disinfectants once in a day before the commencement of the office hours at 10.00 AM. The cleaning should be completed before the commencement of the office hours. The same procedure should be followed in all the floors of Vijayanagar offices.
  - ii. The common Toilets cum Washroom in all the floors should be washed and cleaned with Detergents and also by Disinfectants once before the commencement of the office and thereafter once in the afternoon at about 3 PM every day.
  - iii. The individual washrooms of the senior officers in all the floors will have to be cleaned with detergent and disinfectant once before the commencement of the office and at about 3 PM during the day every day.
  - iv. In addition to the above, the entrance and the surrounding area where the premises is situated have to be cleaned by sweeping of dust and spraying of water every day once before the commencement of the office hours.
  - v. In addition to the above all the ceiling fans, window panes, doors and partition walls of the various offices will have to be cleaned once a week.

### **7.2 - Details of Security Services**

1. The Bidder has to provide security guards near the main gate at each floor of the premises on a 3 shift basis to be manned 24 hours every day. Therefore on a daily basis 5 security guards are required for manning the entrance. Also the deployed security guards has to be patrol the premises.
2. The above security guards should have a minimum of three year experience and the above experience condition will be waived if they are ex-servicemen.
3. The security guards will wear a uniform while they are on duty with an identity card issued by the contractor.
4. The security guards should have a minimum qualification of SSLC and they should be physically and medically fit and should be in the age of 21 to 50 years.
5. The security guards deployed should be trained in firefighting and evacuation drill in times of emergency.
6. The bidder is responsible for any thefts or mischief which may occur in the premises to any of the fittings or fixtures in the CTD. It is also informed here that the CTD has installed a surveillance camera at various locations in each floor for round the clock surveillance.

### **8. Remuneration and Statutory Payments and other conditions:-**

- a. The Service provider should specify the basic remuneration payable for the housekeeping and manpower services and also the ESI, EPF and PT (if applicable) and the GST component and produce the proof of payment made to the individuals employed in building and also the proof of payment to the statutory authorities every month.
- b. Any changes/variations in statutory levies/contributions in respect of EPF, ESI, GST, etc. the costs are permitted to be suitably modified.

9. For all matters arising out of this contract either between the service provider and the Department or between the personnel deployed by the Service provider with the Department/Service Provider, the jurisdiction of the court shall be at Bengaluru.
10. The personnel deployed by the Service Provider shall not have any connections with the employees of the Department. The Service Provider shall be responsible for any un-authorized acts of the personnel deployed and for any damage/injury sustained by them in the course of their work/duty.
11. The service provider will be fully and solely responsible for any violations under the relevant statutes, and any such violation will be a breach of contract and the Department at its discretion may cancel the contract. The service provider shall also be liable for any pecuniary liability arising on account of any violation of any of the provisions of the relevant laws.
12. The service provider shall provide uniforms for the personnel deployed by them along with Photo ID cards to all its employees with the agency's Logo & Name and Designation of the personnel deployed from the commencement of the service contract.
13. The service provider shall maintain proper records pertaining to the employees deployed including the remuneration pay slip, disbursement of remunerations, remittances of statutory payments to the various statutory authorities and present the same to the Department/Officers or the concerned statutory authorities whenever called for.
14. The service provider shall maintain the acquaintance/pay roll and other relevant particulars pertaining to the personnel deployed and the same shall be made available for inspection by the officer of the Department and other statutory authorities as and when so required.
15. Whenever the service provider fails to provide personnel as requisitioned by the Department, it shall be lawful for the Department to avail the service from any other source and the cost incurred shall be deducted from the amounts due to the service provider.
16. The service provider shall provide all the relevant particulars of the personnel to be deployed in the Department.
17. If any personnel deployed by the service provider are considered undesirable by the Department, it shall be the responsibility of the service provider to remove the said person or persons from the work. Such persons cannot be re-deployed by the service provider for any other work of the Department without the specific permission of the Department.
18. The service provider should not appoint any subcontractor. If the service provider is found to have appointed a subcontractor, the contract will be terminated at the risk and cost of the contractor concerned.
19. 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 service provider.
20. The Department shall not be held responsible or called upon to make good any losses/costs incurred by service provider on account of factors beyond its control such as legal impediments, accidents, illegal actions of the employees deployed, etc., or for any reason whatsoever.
21. The scope of service is liable for alteration by way of deletions or additions at the discretion of the Department.

22. The Department including the authorized officers of the Department shall have the power to issue notice in writing and to instruct/direct the service provider to make alterations/variations in the assigned work/change the deployed staff.
23. The service provider shall obey all relevant Central, State and local regulations and enactments pertaining to contract personnel and the Commissioner of Commercial Taxes shall have the right to enquire into and decide all complaints on such matters.
24. All compensations or other sums of money payable by the Service provider 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 Service provider by the Department on any account whatsoever and in the event of security deposit being reduced by reasons of any such deduction the Service provider shall, within 10 days thereafter make good the shortfall in the security deposit referred to above.
25. The antecedents of the personnel deployed by the Service provider should be verified through local police or by any other Government Agency, and the Service provider alone shall be responsible for the good conduct of its personnel while on duty as well as off duty in Department's premises and the personnel deployed shall behave like responsible persons at all times.
26. The Service provider will be held responsible for all the acts of the employees deployed with all risks arising from carelessness, negligence or damage or loss by theft, pilferage etc. and the Service provider shall undertake to compensate the losses arising from such acts of employees to all the concerned including Commercial Taxes Department.
27. The Service provider and the employees deployed shall not disclose any information to the public pertaining to the department without prior permission.

## **28. BREACH OF TERMS AND CONTRACT**

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

- a. Failure to deploy the required number of employees within the prescribed time limit.
  - b. Failure to make/submit details/proof of payments, EPF, ESI and other statutory remittances in respect of any of the personnel deployed by the Service provider within the prescribed time limit.
  - c. Deduction from the remuneration payable to the personnel deployed, of any amount not being any statutory levy or contribution, and collection of any amount either directly or indirectly from the personnel deployed as commission or fee or any other amount either before their deployment or any time during their deployment in the Department.
  - d. Failure to submit the relevant documents/registers pertaining to the personnel deployed.
  - e. Deficiency in service, like not replacing the employees in place of absentees, under-performers, persons suspected of carrying out fraudulent transactions etc. whenever such requests are made by the Department.
29. It is open to the Department to initiate the following penal actions against the service provider on breach of any of the above terms:
- a. At first instance to issue warning notice clearly narrating the incident of breach asking the Service provider to submit its explanation and the action the Service provider is proposing to avoid repetition of such incident.
  - b. On the second instance to impose a penalty not exceeding Rs.25,000/-.

- c. On subsequent instances to impose a penalty of **Rs.50,000/-**. If the same persists further, the contract will be terminated and the Service provider 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 Service provider from any available legal options including forfeiture of security deposit.

**30.** The successful Bidder/Service provider shall have an established office in Bengaluru. The Service provider 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.

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

**32. REPLACEMENT:**

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

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

The duration of the contract is for a period of 1 year, extendable for further period not exceeding one year by mutual consent at the same rates. However, the contract can be terminated by either party on three month's written notice.

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

If the services of the personnel deployed by the Service provider 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 therefor. In case of any dispute the jurisdiction of the court shall be at Bengaluru.

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

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

**37.** 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.

**38. SECURITY DEPOSIT/PERFORMANCE SECURITY**

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

**39.** The Department agrees to make payment to the Agency against monthly service bill provided the same is correct in all respects, within 90 days from the date of submission of bill by the Service provider.

**40.** In case any dispute or difference arises between the Department or its representative and the Service provider on any matter within the scope of this contract, then either party shall forthwith give written

notice of such dispute or difference to the other party and such dispute or difference shall be referred to the Joint Commissioner of Commercial Taxes (Admin), DGSTO-02 whose decision will be final.

41. 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 (Admin), DGSTO-02 shall be final and binding on the Service provider.
42. The Department reserves the right to extend or foreclose the contract depending upon the exigency and the Service provider shall continue to provide services on the same terms and conditions of the contract during the extended period in the event of any extension given.
43. If any loss or damage is caused to the Department by non-compliance of the obligations under this agreement by the Service provider, the Service provider is liable to make good such losses and the Department shall be entitled to recover the same from the Service provider.
44. The arrangements between the Service provider and the Department are on Principal to Principal basis and neither of them shall be treated as the agent of the other.
45. The Service provider shall furnish a copy of the relevant licenses issued by various departments under the Contract Labour (Regulation and Abolition) Act, 1970.

CONTRACTOR'S SIGNATURE  
(WITH SEAL)

CONTRACTEE SIGNATURE  
(WITH SEAL)

WITNESSES:

- 1.
- 2.

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**PART-I**

Tenders in two cover system duly uploaded by the Registered housekeeping services and Security services will be received by the Joint Commissioner of Commercial Taxes (Admin), DGSTO-02 for the following:

1. Nature of Service: PROVIDING HOUSEKEEPING SERVICES AND SECURITY SERVICES AT THE OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMIN), DGSTO-02, BENGALURU
2. EMD: Rs.1,00,000/- (Rupees One Lakh only)
3. The bidders 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 080-26994401/02.
4. Tender documents shall be submitted online at e-Procurement portal.
5. The participating bidders will have to pay Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lakh only) 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 tenderer withdraws his tender before the said period or makes any modifications in the terms and the conditions of the tender, then the Joint Commissioner of Commercial Taxes (Admin)shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
7. Final acceptance of the tender rests with the Joint Commissioner of Commercial Taxes (Admin) who reserves the right to accept or reject any or all tenders without assigning any reason therefor.
8. Submission of the tender by the bidder implies that these conditions of contract have been read and is aware of the scope of the service and the number of employees to be deployed.
9. Tenders will be opened by the Tender Inviting Authority on the date & time specified herein and only bidders who are qualified in Technical Bid will be eligible for the Financial Bid opening.
10. Tenders not submitted in the prescribed form will be rejected. Tenders which propose any alterations in the service specified or containing other conditions of any sort will be rejected.
11. The bidder shall abide by the provisions of Employees Provident Fund and Miscellaneous Provisions Act and Rules there under, ESI Act, the Contract Labour (R&A) Act, etc., and enroll eligible employees working with the agency, and ensure timely remittance of all statutory contributions at applicable rates to the authorities regularly.
12. **Security Deposit:** The successful Agency should pay Security Deposit of 5% of the bid amount for due performance of the contract.
13. The successful bidder is liable to comply with all laws applicable, including labour laws.
14. The successful bidder shall attend the office on a date to be fixed and intimated to him for executing agreement etc. failure on the part of the successful bidder to execute the contract agreement within 1 week from the receipt of written communication of letter of acceptance to this effect, would entail rejection of the bid 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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**PART-II**

To:

The Joint Commissioner of Commercial Taxes(Admin),  
DGSTO-02, #642, Pioneer Plaza, 2nd floor,  
Rajarajeshwari Nagar, Bengaluru – 98

**TENDER FOR PROVIDING HOUSEKEEPING SERVICES AND SECURITY SERVICES  
AT THE OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES  
(ADMIN), DGSTO-02 BENGALURU**

I/We ..... do hereby tender for providing services as mentioned above at #642,Pioneer Plaza,2nd Floor, Rajarajeshwari Nagar, Bengaluru-98 in which the office of the Joint Commissioner of Commercial Taxes (Admin), DGSTO-02is housed as per the rates quoted and in all respects in accordance with the conditions applicable.

<b>NATURE OF SERVICE:</b>	PROVIDING HOUSEKEEPING SERVICES AND SECURITY SERVICES AT THE OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMIN), DGSTO-02, BENGALURU
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I/We have paid an amount of Rs.1,00,000/- 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 be accepted, I/ we agree to pay another 5% of the bid amounttowards 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 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, stipulations, restrictions and conditions.

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

I/We fully understand the terms and conditions of the contract to be entered into between me/us and the Commercial Taxes 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 .....2019.

**BIDDER/CONTRACTOR/SERVICE PROVIDER**



To:

The Joint Commissioner of Commercial Taxes(Admin),  
DGSTO-02, #642, Pioneer Plaza, 2nd floor,  
Rajarajeshwari Nagar, Bengaluru – 98.

**DECLARATION**

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

<b>NATURE OF SERVICE:</b>	PROVIDING HOUSEKEEPING SERVICES AND SECURITY SERVICES AT THE OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMIN), DGSTO-02, BENGALURU
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I/We have read the Tender documents and related matters carefully and diligently and that I / We have uploaded the tender having studied, understood and accepted the full implications of the agreement.

The requirements of the tender agreement stated herein will be fulfilled by me/us to the satisfaction of the Commissioner of Commercial Taxes (Karnataka).

BIDDER/CONTRACTOR/SERVICE PROVIDER