



**GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMN), D.V.O MANGALORE DIVISION, MANGALORE
VANIJYA THERIGE BHAVANA, PWD COMPOUND, OPP.NEHRU MAIDAN,
MANGALORE -575001.
Telephone: 0824-2427077, Telefax: 0824-2425581.**

**GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMN), D.V.O MANGALORE DIVISION, MANGALORE
VANIJYA THERIGE BHAVANA, PWD COMPOUND, OPP.NEHRU MAIDAN,
MANGALORE -575001.
Telephone: 0824-2427077, Telefax: 0824-2425581.**

No.EST.CR.51/2013-14/F1

Date: 26/05/2014

The Joint Commissioner of Commercial Taxes (Admn), D.V.O Mangalore Division, is inviting Tender through e-Procurement portal for providing Security Guards to this Division, for one year i.e. 2014-15 under two cover system/two parts (Techno Commercial Bid and Financial Bid) from reputed manpower supply agencies, registered in Karnataka State, operating from KARNATAKA who have adequate financial resources and experience.

Name of the service and providing Security Guards to the office of the	No. of Personnel
1) Commercial Tax Department, JCCT VAT Division, Mangalore	3
2) Commercail Tax Department, Ajjarakad,Udupi	1
3) Commercial Tax Department, Kundapura	1
4) Commercial Tax Department, Karkala	1
TOTAL	6

1. (a) **EMD:** Rs.15,000/- (Rupees Fifteen Thousand only)
2. The participating bidders will have to pay Earnest Money Deposit (EMD) through- 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 Security Guards allowance as per Minimum Wages Act including all statutory payments, service charges and applicable service tax for providing the Security Guards.
4. The bidder can view the tender details from the websites – <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in>. For further information, please contract help desk phone number 0824-2427077.
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 Tendering through e-procurement portal.

6. The technical bid shall include the PQR documents. The financial bids shall include the duly filled **Schedule-I**. Both the scanned technical and financial bids shall be uploaded upto 25-06-2014. The technical bid containing PQR documents will be opened on 27-06-2014 and 28-06-2014. For more details, visit the web site <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in>

7. Both the Technical & Financial Bidding is through e-procurement portal. 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.

Calendar of events:

a)	Closing date for uploading the technical/ financial bids	25-06-2014 upto 17.00 Hrs.
b)	Opening of technical bids	27-06-2014 at 17.00 Hrs.
c)	Opening of financial/price bids	28-06-2014 at 12.00 Hrs.

Joint Commissioner of Commercial Taxes
(Admn), D.V.O., Mangalore.

Schedule-I

1. Pre-qualification requirements of Agencies/Bidders [PQR conditions]:

- (i) The Agencies should have provided at least 40 Security Guards personnel to one or more State/Central Government Departments/organizations/undertakings/corporations for the last two 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 (Admn), D.V.O., Mangalore 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 20 Lakhs in any one of the last two financial years (i.e. 2012-13 and 2013-14). The agency shall upload a copy of the Balance Sheet and Profit and Loss Account.
- (iii) The agency shall have the following Registration and shall upload the copies of the Certificates:
 - a) Registration Certificate of the establishment Government of Karantaka, Department of Labour.
 - b) Certificate of Registration under the Employees State Insurance Act (ESI)- Previous half yearly and yearly statements/returns submitted to ESI authorities for each employee.
 - c) Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner- Previous statement of yearly returns submitted to PF authorities for each employee
 - d) Service Tax Registration Certificate.
 - e) Certificate of Registration under Professions Tax issued by the Profession Tax Officer, Government of Karnataka.
 - e) Copy of the PAN card of the agency.
 - f) Any other registrations required as per the existing laws relating to providing manpower services. (copies of certificates should be uploaded)
 - g) Certificate of Registration i.e. licence issued by Department of Plice, Government of Karnataka.
- (iv) The EMD shall be payable in e-payment through Credit Card, Internet Bank, NEFT or OTC.
- (v) Agencies whose contracts have been terminated / foreclosed by any company/firm during the last 3 years due to non-fulfillment of contractual obligations are not eligible to bid. The agency should clearly specify and submit letter in writing separatelystating that they do not fall under this category.
- (vi) Agencies located at Karnataka only shall apply.

2. The Agency shall submit a check list with details of documents on which reliance has to be laid by the Department to ensure fulfillment of PQR conditions prescribed herein (i.e. for the points mentioned in the (i) to 1(vi) above).
3. The Financial bids of the agencies which do not meet the Pre-Qualifying Requirement (Technical Bids) will not be considered.
4. The Joint Commissioner of Commercial Taxes (Admn) VAT Division, Mangalore 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.
5. The second cover containing financial bid of the qualified bidders only will be opened.

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 tenders are liable for rejection
 5. Tenders without or insufficient amount of EMD will be rejected
 6. Intending tenderers have detailed information from the office during office hours
 7. The Joint Commissioner of Commercial Taxes (Admn) Mangalore Division reserves the right to reject any or all tenders without assigning any reason.
 8. The successful tenderer shall enter into a contract agreement on a non-judicial stamp paper of 200/- (Rupees Two Hundred) with terms and conditions as per the format specified by the Joint Commissioner of Commercial Taxes (Admn) Mangalore.
 9. Security Deposit as prescribed in the contract document would be collected at the time of Entering into agreement.
 10. The rates quoted should be the rate of service charges payable per Security Guard per month to the Agency including Profession Tax, PF, ESI and other statutory requirements.
 11. The bidder/agency shall submit their quotations in Schedule-I annexed to the tender document.
 12. The successful bidder shall provide the Security Guard to premises of Department for Security of Assets of the department.
 13. Payment by the service provider/agency to his/her personnel working in the Division of the Joint Commissioner of Commercial Taxes (Admn) Mangalore shall be made crediting the amount to the individual Security Guard's account. No other mode of payment will be accepted by the office of the Joint Commissioner of Commercial Taxes (Admn) VAT Division, Mangalore. The statement of disbursement of salaries/remuneration for a particular month duly certified by the Bank Remittance of ESI, PF and Service Tax chall should be submitted by the Agency with bills of next month to the office of the Joint Commissioner of Commercial Taxes (Admn) Mangalore and to be eligible for payment.
 14. In case more than one agency stand 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 other period by mutual consent with the same terms and conditions of the agreement executed. However, the contract can be terminated by their party on three months notice.

16. The Agency should not sublet the contract. If the Agency is found to have sublet the contract, the contract will be terminated at the risk and cost of the contractor concerned.

17. The Agency shall furnish salary slip to all its employees indicating Net salary/Wages after deduction of statutory payments.

18. The Agency shall be responsible to fulfill all statutory obligations such as remittances of Service tax, Profession Tax, ESI/PF etc., in respect of each Security Guard deployed under this contract.

19. Working hours of the Security Guards should be round the clock i.e., in two shifts and one person in each shift.

GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
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**GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING
SECURITY GUARD TO OFFICE OF THE JOINT COMMISSIONER OF
COMMERCIAL TAXES
(ADMINISTRATION) VAT DIVISION, MANGALORE**

1. The expression “service”, “job” or “duty” used shall mean that Security Guard services, required by the office of the Joint Commissioner of Commercial Taxes (Admn), D.V.O., Mangalore
2. The “Department” means the office of the Joint Commissioner of Commercial Taxes (Admn), D.V.O., Mangalore.
3. The “Agency/Contractor” means the Agency to whom the work of providing Security Guard is awarded.
4. “Security Guards” means, Security Guards 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 of Department” means the office of the Joint Commissioner of Commercial Taxes (Admn), D.V.O., Vanijya Therige Bhavana, Mangalore division Mangalore includes Udupi District. 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 (Admn), D.V.O or other authorized officers of Division / Department, as the case may be.
8. **Qualification of Security Guards:** Security Guards to be deployed by the agency must be literate and know how to operate Diesel Generator Set. Their age must be between 21

and 50 years. They must be physically fit enough to keep strict vigil over the security of the department. Suitability of the Security Guards will be decided by the Joint Commissioner of Commercial Taxes (Administration) VAT Division, Mangalore.

9. For all the matters arising out of this contract either between the agency and the company or between the personal deployed by the agency with the company/agency, the jurisdiction of the court shall be at Mangalore.
10. The Security Guards deployed by the Agency shall be the employees of the Agency concerned and they shall not have any connections with the employees of the Department. The Department will not be responsible for any un-authorized acts of the Drivers and for any damage/injury sustained by the Security Guard in the course of his work/duty.
11. The Contractor shall make the payment of wages/salaries to Security Guards deployed through individual Bank Account only and shall arrange to remit all statutory deductions like Profession Tax, ESI/PF to the designated authorities along with the Agency's contribution as per law, at the applicable rates within the stipulated time limits.
12. The Agency shall also produce the documents for having paid PF/ESI contribution towards each employee's account along with Agency's contribution to the designated Authorities, from time to time. The agency will be fully and solely responsible for any violations under the above statutes. If it failed to do so, it will be a breach of contract and the Corporation at its discretion can 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.
13. The Agency shall submit the PF and ESI remittance challans of the Security Guard deployed under this contract separately with specific remittance details of PF and ESI contributions to the statutory authorities at the agreed rates along with the subsequent monthly bills. The agency shall also submit the copy of remittance of service tax to the appropriate authorities along with the bills.
14. The Agency shall disburse the salary to its personal deployed as quoted in Schedule-I annexed to the tender documents. The Agency shall further agree that it would make timely payment of wages to its employees without un-authorized deductions and shall also be responsible to fulfill all statutory obligations such as remittance of PF/ESI etc. In respect of its Security Guards posted under this contract. If it fails to do so, it will be a breach of contract and the Corporation at its discretion can 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 furnish half yearly/yearly returns, employee wise, showing details of amount of statutory payments such as ESI & PF remitted to the concerned authorities.
16. The agency shall issue Photo ID cards to all its employees with the agency's Logo & Name and Designation of the employee, uniform deployed and Uniform, Shoes, Cap, Torchlight, Whistle within a period of 15 days.

17. The Agency shall maintain proper record pertaining to the Security Guards deployed including the wage slip, disbursement of wages, remittances of statutory payments to the various statutory authorities and present the same to the Department/Officers of the concerned authorities whenever called for.
18. The agency shall maintain the acquaintance/pay roll and other relevant particulars pertaining to deployed Security Guards and shall be made available for inspection by the officer of the Department and other statutory authorities as and when so required.
19. If any personnel employed by the Agency are considered undesirable by the Department, it shall be the responsibility of the Agency to remove the said person or 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.
20. The Agency should not sublet the contract, If the Agency is found to have sublet the contract, the contract will be terminated at the risk and cost of the contractor concerned.
21. 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.
22. The agencies shall take care while submitting the rates to each Security Guard by incorporating prevailing minimum wages, applicable statutory payments, uniform etc. Administrative expenses.
23. The agency shall remain liable for payment of all wages or other costs due to its employees under the minimum wages Act, Work Mens Compensation Act, PF Act, ESI Act etc.
24. 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 Security Guards deployed, etc., or for any reason whatsoever.
25. The scope of service is liable for alteration by way of deletions or additions at the discretion of the Department.
26. 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.
27. 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), D.V.O., Mangalore shall have the right to enquire into and decide all complaints on such matters.

28. 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.
29. If the Agency fails to provide the Security Guards services 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.
30. The antecedents of the personnel deployed by the Agency should be verified through local police or by any other Government Agency, and shall be responsible for the good conduct of its staff while on duty as well as off duty in Department's premises and the staff shall behave like responsible persons at all times. The staff should not be found developing familiarity with the employees of the Department.
31. The Agency will be held responsible for all the acts of the Security Guards with all risks arising from carelessness, negligence or damage or loss by theft, pilferage etc. And the agency shall undertake to compensate the losses arising from such acts of Security Guards to all the concerned including Commercial Taxes Department.
32. The Agency shall arrange a training program/workshop to the Security Guards at the beginning of the contract to make them understand the nature of work they shall carry by inviting the experts in the field and officers of the Commercial Taxes Department.
33. The Agencies should have provided at least 30 Security Guards to one or more State/Central Government Organizations undertakings/Corporation for the last two years and should have rendered services satisfactorily.

34. BREACH OF TERMS AND CONTRACT

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

- (a) Failure to deploy the required number of Security Guards within the prescribed time limit.
- (b) Failure to make/submit details/proof of Salary, PF, 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 salary 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 Security Guards 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.

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.10,000/-**.
- (c) On subsequent instances to impose of penalty of **Rs.15,000/-**. 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.

35. The successful Agency shall have an established office in Mangalore. 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.

36. 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 age of the Security Guards posed by the agency should be within age of **21 to 50** years. The Security Guards 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.

37. It is the responsibility of the Agency to thoroughly check the antecedents of the Security Guards deployed under this contract and the Agency alone shall be responsible for the good conduct of its staff while on duty as well as off duty.

38. 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.

39. 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.

40. PREMATURE TERMINATION OF THE CONTRACT:

If the services 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 therefor. In case of any dispute the jurisdiction of the court shall be at Mangalore.

The Agency should carefully examine the risks and responsibilities involved and offer the rates. Once the rates are accepted, the Department will make payment to the Agency at the same rate and will not entertain any other claim of agency for any reason of whatsoever.

41. SCOPE OF SERVICE:

To give full security to this heritage Office Building and Vehicles, Generator Set, Assets and other valuable papers, to avoid misuse of office belongings, to restrict miscreants from entering the building and cause nuisance and also to give security to the officials of this office.

42. 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.

43. 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.

44. SECURITY DEPOSIT/PERFORMANCE SECURITY

The Agency shall deposit an amount of Rs.1,40,000/- 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.

45. The Department agrees to make payment to the Agency against monthly service bill provided the same is correct in all respects, within 15 days from the date of submission of bill by the Agency.

46. 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), D.V.O., Mangalore whose decision will be final.

47. 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), D.V.O., Mangalore shall be final and binding on the Agency.

48. The Department reserves the right to extend or fore close the contract depending upon the Agency and the Agency shall continue to provide Security Guards on the same terms and conditions of the contract during the extended period in the event of any extension given.
49. If any loss or damage is caused to the Department by non-compliance of the obligation s 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.
50. 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.

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FINANCIAL BID FORMAT

Schedule -1

COMMERCIAL TAXES DEPARTMENT, GOVERNMENT OF KARNATAKA OFFICE
OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES(ADMN) VAT DIVISION,
MANGALORE

Sl.No.	Particulars	No.of Security Guard required	Rate of person per month Rs.	Total Amount for 05 persons for 12 months Rs.
01	Amount payable to the Security Guards per month including all amounts payable towards ESI, PF and Statutory contributions/ benefits and all amounts to be deducted / remitted towards statutory dues/payments	6 (Six)	6579-95 GPF - 895-51 13.61% ESI- 312-54 4.75% ----- Total <u>7788-00</u>	
02	Service charges of the Agency			
03	Service Tax – 12.36%			

SCHEDULE – II

Self-confirmation of the tenderer for PQR Evaluation

1. Confirmation for having experience of providing Security Guards services for minimum period of 1 year (please tick whichever is applicable);
2. List of department/organization/undertaking/corporation where services of Security Guards personnel have been provided during the last 2 years
 - a) Name & Address of the department/organization/undertaking/corporation
 - b) Designation of official certifying the service
 - c) Last two years details

Year	No.of Security Guard personnel provided	Nature of duty	Approximate bill value in Rs.	Whether reflected in the balance sheet
2011-12				
2012-13				

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

3. Confirmation for providing Security Guards personnel
 - a) Minimum 30 Security Guards personnel provided: Yes/No
4. Office details in Karnataka including the name of The contact person, designation, e-mail ID & Telephone number:

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COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
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VANIJYA THERIGE BHAVANA, PWD COMPOUND,OPP.NEHRU MAIDAN,
MANGALORE -575001.**

PART –I

Tenders in two cover system duly uploaded by the Registered Manpower supply Agencies will be received by the Joint Commissioner of Commercial Taxes (Admn), D.V.O., Mangalore for the following:

1. Nature of Service: PROVIDING SECURITY GUARDS TO THE OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN),D.V.O.,MANGALORE DIVISION,MANGALORE.
2. (a) **EMD:** Rs.15,000/- (Rupees Fifteen Thousand 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 0824-2427077
4. The participating bidders 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).
5. 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 (Admn), D.V.O., Mangalore shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
6. Final acceptance of the tender rests with the Joint Commissioner of Commercial Taxes (Admn), D.V.O., Mangalore who reserves the right to accept or reject any or all tenders without assigning any reason therefor.
7. 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 Security Guards to be deployed.
8. Tenders will be opened in the presence of tenderers or their authorized representatives, on the date & time specified here in.

- 9.** 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.
- 10.** The tenderer 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.
- 11. Security Deposit:** The successful Agency should pay Security Deposit of Rs.1,40,000/- for the office equivalent to 25% of the value of the contract amount put to tender for due performance of the contract.
- 12.** The successful agency is liable to comply with all laws applicable, including labour laws.
- 13.** 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.
- 14.** Applicable taxes, as per rules in force will be deducted from the bills payable to the agency.
- 16.** Rejected Bidder's EMD shall be refunded.

Joint Commissioner of Commercial Taxes,
(Admn) DVO Mangalore

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PART-II

To:

The Joint Commissioner of Commercial Taxes (Admn),
D.V.O., Vanijya Therige Bhavana PWD Compund
OPP.Nehru Maidan,
Mangalore-575001.

Sir,

**TENDER FOR PROVIDING SECURITY GUARD TO THE OFFICE OF THE
THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN),D.V.O,
MANGALORE DIVISION, MANGALORE.**

I/We do hereby tender for providing services of Driver to the office of the Joint Commissioner of Commercial Taxes (Admn), D.V.O., Mangalore as per the quoted rates and in all respects in accordance with the conditions applicable.

NATURE OF SERVICE: PROVIDING SECURITY GUARD TO THE OFFICE OF
THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN),
D.V.O., MANGALORE DIVISION, MANGALORE.

I/We have paid an amount of Rs.15,000/- (Rupees Fifteen Thousand 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 Rs.1,40,000/- 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 there of 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 Drivers 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, 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 of2014.

AGENCY/CONTRACTOR

To:

The Joint Commissioner of Commercial Taxes (Admn),
D.V.O., Vanijya Therige Bhavana PWD Compund
OPP.Nehru Maidan,
Mangalore-575001.

Sir,

DECLARATION

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

NATURE OF SERVICE: PROVIDING SECURITY GUARDS TO THE OFFICE OF
THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMN), D.V.O., MANGALORE DIVISION,
MANGALORE.

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), D.V.O., Mangalore Division, Mangalore.

AGENCY/CONTRACTOR

ANNEXURE-1

(To the tender document No.JCCT(Admn)/DVO/MNG/DEO/2013-14.)

FORM OF CONTRACT AGREEMENT

The agreement entered to this..... October, 2013 between Sri....., (here in after referred to as the “Contractor”) which term shall include their successors and legal representative and The Joint Commissioner of Commercial Taxes (Admn), D.V.O., Mangalore (here in after referred to as the “Joint Commissioner”) which terms shall include its successors and assigns aswell as authorized representatives.

WHERE AS

1. The bid of(Contractor’s name) submitted for the supply 22(Twenty Two)Data Entry Operators was accepted by theJoint Commissioner of Commercial Taxes (Admn), D.V.O., Mangalore subject to the Terms and Conditions detailed in the Tender Document No.JCCT(Admn)/DVO/MNG/DEO/2013-14Dated:06-11-2013.
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:.....infavour of the the Joint Commissioner of Commercial Taxes (Admn), D.V.O., Mangalore for a sum of Rs. 2,00,000/-(Rupees Two Lakhonly) 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 tosay, 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 duly provide 22(Twenty Two) Data Entry Operators for the price of Rs.....(Rupees.....) 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 witnesses

Contractor's signature
(with seal)

Contractee signature
(with seal)

WITNESSES:

- 1.
- 2.