



**GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT  
OFFICE OF THE COMMISSIONER OF COMMERCIAL TAXES  
(KARNATAKA)  
Vanijya Therige Karyalaya, 1<sup>st</sup> Main Road, Gandhinagar,  
Bangalore – 560 009.  
Telephone : 080-22263979, Telefax: 080-22380109**

No. Sibbandi-02/3G/CR-06/2017-18

Date: 04-08-2017

**Short Term Tender Document  
For**

**Selection of Agency for Providing Attenders to Office of the  
Commissioner of Commercial Taxes (Karnataka) and various Divisional  
offices in Bengaluru.**

**Two envelope procedure through e-Procurement portal**

Last date for submission of Tender:

19-08-2017 16.00 Hrs.

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## **Disclaimer**

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

The Commissioner of Commercial Taxes (Karnataka) reserves the right to provide such additional information at its sole discretion. In order to respond to the tender document, if required, and with the prior permission of The Commissioner of Commercial Taxes (Karnataka), the potential bidder may conduct his own study and analysis, as may be necessary. The Commissioner of Commercial Taxes (Karnataka) makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder may make in case of failure to understand the requirement and respond to the tender document. The Commissioner of Commercial Taxes (Karnataka) may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

## SECTION-I

### **1. Executive Summary**

The Department of Commercial Taxes collects more than 60% of State's Own Tax Revenue. The department had collected the revenue of Rs.51,234/- crore for the financial year 2016-17. The department has shortage of Attenders (Group-D employees) due to which the department is experiencing inconvenience. The Government vide letter No. FD 22 CTD 2017, Dated 28-04-2017 granted permission to hire the services of 430 Attenders (Group-D employees) through outsourcing by following the provisions of KTPP Act & Rules made there under for a period of one year.

Pursuant to the grant of permission by the Government, the Commissioner of Commercial Taxes has issued a circular vide letter No. Sibbandi-2/3G/CR-06/2017 Dated 29-06-2017 specifying the conditions to be followed while hiring the services of Attenders through outsourcing by e-tendering. The conditions are as under:

- 1.1 The services of Attenders should be obtained through outsourcing by following the provisions of KTPP Act & Rules made there on.
- 1.2 The services of Attenders should be obtained temporarily for a period of one year only.
- 1.3 The Attenders who are obtained through outsourcing should possess good health and should be between 18 to 30 years of age. They should have passed 10<sup>th</sup> standard with Kannada as First or Second Language.
- 1.4 If the services of the Attenders so provided through outsourcing is found to be not satisfactory then the agency so providing the services should provide a replacement within 24 Hours' time.
- 1.5 The tendering agency shall pay to the Attenders so provided as per The Minimum Wages Act as applicable to Karnataka.
- 1.6 The Attenders shall be paid their wages through Cheque/RTGS/NEFT by the agency providing the services. Further the agency has to provide the proof of payment of EPFO/ESI/GST.
- 1.7 The Agency providing the services should separately quote the Service Charges charged by them.
- 1.8 The Wages fixed by the government is Rs.14,000/- for Bengaluru in BBMP limits and Rs.12,000/- for places other than BBMP limits. The above are the maximum wages fixed and permitted by the government and are inclusive of the actual Wages payable to the Attenders and the statutory levies such as ESI, EPF and GST as applicable.
- 1.9 The present Tender is for hiring 185 Attenders for offices in Bengaluru namely The O/o the Commissioner of Commercial Taxes, O/o The Karnataka Appellate Tribunal, O/o the Addl. Commissioner (Zonal)-1, Divisional GST offices, O/o the Joint Commissioner of Commercial Taxes (Minor Acts) and O/o the Joint Commissioner of Commercial Taxes (Appeals).

- 1.10 The Competent Authority reserves the right to increase or decrease the number of attenders by 10% of the actual requirement of 185 attenders, keeping the exigencies / requirements of the Department.
- 1.11 The Attenders who are provided by the agency should wear white uniforms with black shoes and the uniform should have a name plate and a logo wherein the term "ATTENDER" in bold should be engraved on the shirt pocket of the uniform.

## **2. Scope of Work and Deliverables:**

### **2.1 Overview:**

The 185 attenders who are to be provided as per this tender are responsible for the upkeep of the offices of the Commercial Taxes Department in Bengaluru. The Commercial Taxes Department is the premier tax collecting authority for the Government of Karnataka and accounts for nearly more than 60% of the State's Own Tax Revenue. The department has a lot of interaction with the tax paying community who are reputed industrialists, Businessmen, Chartered Accountants, Advocates and various representatives of trade bodies such as FKCCI, KASSIA etc. The department needs to keep up its image before all of these entities and therefore the attender plays a vital role in the upkeep of the office premises and to respectfully interact with all the entities mentioned above.

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

The agency has to provide 185 attenders to the various offices mentioned in 'Executive Summary'. The actual distribution to the sub-offices will be made by the Deputy Commissioner of Commercial Taxes (Personnel)-2. These 185 Attenders will be working in the offices allotted to them and they will take the Day-to-Day orders from the head of the office to which they are allotted and the overall control of these 185 attenders will vest in the Deputy Commissioner of Commercial Taxes (Personnel)-2. The agency providing the Manpower will have to set up an office in the O/o the Commissioner of Commercial Taxes to have a day-to-day supervision over the deployed manpower from the agency.

### **2.3 Duty of the Attender:**

- a. The attender has to come to the office to which he has been allotted at 9.30 AM in the morning or if informed in advance by the controlling officer he should come at any specified time much earlier than 9.30 AM.
- b. The attender should open the office and ensure that the offices are kept in a neat and tidy manner. The attender shall clean all the tables and chairs of the officers and staff and also ensure that the floors of the respective offices are cleaned in co-ordination with the Housekeeping staff.
- c. The attender will deliver all the files/letters and other correspondence materials as directed by the officer in charge of the office to which he is allotted to the concerned offices to which the above have to be delivered.

- d. The attender will properly receive all visitors to the office where they are deployed in a polite manner and intimate the arrival of visitors to the head of the office where they are deployed.
- e. In case of meetings or conferences being held in the offices where they are deployed the attenders will have to serve water and refreshments as directed by the head of the office to the visiting dignitaries.
- f. The attenders should be well versed in operating the Photocopying machines as and when required.
- g. The attenders will work till the head of the office or any staff of that office is working in the office beyond the normal working hours i.e. 5.30 PM and then close the office and lock it up and hand over the keys to the head of the office or the staff who were working in the office.
- h. In case of the attender requiring leave of absence he should intimate well in advance to the head of office and also to the agency so that the agency provides an alternate attender in place of the attender who has availed leave.

#### **2.4 Training requirements:**

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

#### **2.5 Documentation and setting up of office:**

The agency providing the attenders should maintain the attendance of the attenders deployed and submit the attendance to the controlling officer i.e. The Deputy Commissioner of Commercial Taxes (Personnel)-2 on a day to day basis. All details of payments made as wages to the attenders will have to be maintained meticulously by the agency and all wages shall be made through Cheques or by NEFT/ECS mode only. The agency shall also submit the details of EPF, ESI and GST payment made to the respective statutory authorities and only when the above details are furnished for the payments made in the previous month will the subsequent months payments will be processed. The agency shall develop a training material in Kannada for the attenders describing in detail the various Do's & Don'ts which should be scrupulously followed by the attenders. The agency supplying the above services should set up an office in the O/o the Commissioner of Commercial Taxes so as to monitor and control the day to day

deployment of the attenders and also attend to replacements in case of sickness or leave of the attenders deployed on a real time basis.

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

O/o The Commissioner of Commercial Taxes (Karnataka),  
Gandhinagar, Bengaluru-560009  
Fax No.080-22263979, E-mail: [addlccthq2@gmail.com](mailto:addlccthq2@gmail.com)

NIT No.: Sibbandi-02/3G/CR-06/2017-18

Date: 04-08-2017.

#### **Notice Inviting Tender for Providing Attenders to the Office of the Commissioner of Commercial Taxes (Karnataka) and various divisional offices in Bengaluru**

Sealed tenders are invited by The Commissioner of Commercial Taxes (Karnataka), Bengaluru for the following Services:-

| Description of Tender  | Required EMD         |
|--|----------------------|
| <b>Selection Of Agency for Providing the services of Attenders to the office of The Commissioner of Commercial Taxes (Karnataka) and various Divisional offices in Bengaluru (Details as per Annexure)</b> | <b>Rs.1,85,000/-</b> |

- i. The tender document can be downloaded **through e-procurement portal of Government of Karnataka** (<https://eproc.karnataka.gov.in>) by prospective bidders willing to participate in this tender. The bidders shall necessarily register themselves in the above mentioned e-procurement portal of the Government of Karnataka. The tender should be submitted by the interested bidders through the e-procurement portal of the **Government of Karnataka** (<https://eproc.karnataka.gov.in>) in two parts. viz.,  
Part-A: Technical bid  
Part-B: Commercial bid
- ii. The technical bid should contain technical literature and certificates.
- iii. The commercial bid should contain only the cost of the Services.
- iv. The last date and time for submission of tenders is as shown in the e-Procurement portal. The opening of technical bid will be held at this office on the date mentioned in the e-Procurement portal.
- v. Schedule:
  - (i) Last date of submission of Tender (in case the submission date is declared a holiday, submission date will be next working day):- **19-08-2017 up to 16:00 Hrs.**
  - (ii) Financial Bid will be opened on: - **24-08-2017 at 11:00 Hrs.**
- vi. Technical bid & Financial Bid have to be submitted through e-Procurement portal.

Sd/-

Tender Inviting Authority

The Addl. Commissioner of Commercial Taxes  
(Head Quarters)-2, Bengaluru.

**Annexure to Notice Inviting Tender**

| <b>Sl. No.</b>                | <b>Name of the Division</b>   | <b>No. of Attenders to be Supplied</b> |
|-------------------------------|---|--|
| 1.                            | Office of Commissioner of Commercial Taxes, Bengaluru                               | 32                                     |
| 2.                            | Karnataka Appellate Tribunal, M.S. Building, Bengaluru                              | 2                                      |
| 3.                            | Joint Commissioner of Commercial Taxes (Appeals)-2, 3, 4, 5 & 6 Bengaluru           | 5                                      |
| 4.                            | Additional Commissioner of Commercial Taxes (Zone)-1, VTK-1, Gandhinagar, Bengaluru | 1                                      |
| 5.                            | Joint Commissioner of Commercial Taxes, DGSTO-1, Bengaluru                          | 13                                     |
| 6.                            | Joint Commissioner of Commercial Taxes, DGSTO-2, Bengaluru                          | 17                                     |
| 7.                            | Joint Commissioner of Commercial Taxes, DGSTO-3, Bengaluru                          | 20                                     |
| 8.                            | Joint Commissioner of Commercial Taxes, DGSTO-4, Bengaluru                          | 25                                     |
| 9.                            | Joint Commissioner of Commercial Taxes, DGSTO-5, Bengaluru                          | 26                                     |
| 10.                           | Joint Commissioner of Commercial Taxes, DGSTO-6, Bengaluru                          | 29                                     |
| 11.                           | Joint Commissioner of Commercial Taxes (Minor Acts), Bengaluru                      | 15                                     |
| <b>Total No. of Attenders</b> |   | <b>185</b>                             |



### 3.1 Tentative Bid Schedule

#### Department of Commercial Taxes (Karnataka), Bengaluru

#### DATA SHEET

|     |   |   |
|-----|---|---|
| 1.  | Description of Tender/RFP   | Short Term Tender Document for providing services of Attenders on out sourcing basis.   |
| 2.  | Tender Notice No.   | Sibbandi-02/3G/CR-06/2017-18  |
| 3.  | Name of the Tendering Inviting Authority                          | The Additional Commissioner of Commercial Taxes(Head Quarters)-2, Bengaluru.  |
| 4.  | Name of the Tender Accepting Authority                            | The Commissioner of Commercial Taxes (Karnataka), Bengaluru.  |
| 5.  | EMD AMOUNT  | <b>Rs.1,85,000/-</b>  |
| 6.  | Contract Period   | 12 Months (1 Year) further renewable for a period of 1 year upon the satisfactory performance of the contract during the 1 <sup>st</sup> year on the same terms and conditions with mutual agreement. |
| 7.  | Last date for submission of pre-bid query                         | 09-08-2017 at 4.00 P.M.   |
| 8.  | Pre-bid meeting.  | 10-08-2017 at 4.00 P.M.   |
| 9.  | Last date for response on pre-bid query by CTD                    | 11-08-2017 at 3.00 P.M.   |
| 10. | Last date & Time for submission for tender                        | 19-08-2017 (Time: 16:00 Hrs)  |
| 11. | Date, Time & Place of opening of Technical Bid (Part-A)           | 21-08-2017 (Time: 11:00 Hrs)<br>at Room No. 300, 3rd Floor,<br>'Vanijya Therige Karyalaya', 1st Main Road,<br>Gandhinagar, Bangalore- 560 009   |
| 12. | Tentative Date, Time & Place of opening of Financial Bid (Part-B) | 24-08-2017 (Time: 11:30 Hrs)<br>at Room No.300, 3rd Floor,<br>'Vanijya Therige Karyalaya', 1st Main Road,<br>Gandhinagar, Bangalore- 560 009  |
| 13. | Validity of Bid   | 180 Days  |
| 14. | Address & Venue of submission of Bid                              | Through e-Procurement portal of<br>Government of Karnataka<br>( <a href="https://eproc.karnataka.gov.in">https://eproc.karnataka.gov.in</a> )   |
| 15. | Telephone No. and e-mail ID for contact                           | 080-22263979<br>e-mail ID : addlccthq2@gmail.com  |

Tender Inviting Authority  
Addl. Commissioner of Commercial Taxes (HQ-2)

## 3.2 General Conditions

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

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

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

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

Definition for the above purpose:

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

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

### 3.2.2 Joint Venture/Consortium is not allowed

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

### 3.2.3 Compliance with Labour Regulations

The Service Provider shall unless otherwise provided in the Contract, make his/her own arrangements for the engagement of all staff and labour and the attenders deployed should be 10<sup>th</sup> standard passed with Kannada as the 1<sup>st</sup> or the 2<sup>nd</sup> language and should have the capacity to read and write Kannada. Further the Service Provider should make his/her own arrangement of staff for

the payment of wages, provision of housing, food and transport etc. to be used by him/her for providing the above services.

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

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

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

**3.2.5 EMD :** The Bidders are requested to submit EMD of **Rs.1,85,000/- (Rupees One Lakh Eighty-five thousand only)** along with the Technical Bid.

The Bidder can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

Detail of the payment modes as mentioned in the bid document (e-payment document available on website)

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

- a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at Bank until the contract is closed.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Bidder to ensure that payment through NEFT reaches the Government of Karnataka before Bid submission last date and time, through online payment. In case of OTC Payment, the DD to be drawn in favour of "e-Procurement, Government of Karnataka" and submit to

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Bank before bid submission time and update the transaction reference in e-Procurement portal.

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

### 3.2.6 Validity of the Tender Bid:

Offer should be kept open for acceptance for a period of 180 Days from the date of submission of Tender Bid. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive. Any increase in rates (including currency exchange rates) within this period will not be entertained and will result in forfeiture of EMD and / or Security Deposit.

## 4. Eligibility Criteria

| Sl.No. | Basic requirement | Specific Requirements   | Documents Required  |
|--------|-------------------|---|---|
| 1      | Legal Entity      | The bidder must be a company registered under Companies Act, 1956 or Companies Act, 2013, with existence in business since ten years.                     | Copy of registration certificate (s)  |
| 2      | Turnover          | The annual turnover of the bidder shall not be less than Rs.10.00 Crores in any one of the last three financial years (i.e. 2013-14, 2014-15 and 2015-16) | CA certificate with CA's registration number/ seal  |
| 3      | Net Worth         | The net-worth of the bidder must be minimum INR 5.00 Crores as on submission date.  | CA certificate (mentioning net worth formula) with CA's registration number with seal and Balance sheet   |
| 4      | Manpower on Rolls | Minimum 500 Employees on Company Pay Rolls  | Attested copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable. |

|   |                                       |  |   |
|---|---------------------------------------|--|---|
| 5 | Experience in supplying of Manpower   | The bidders should be having an experience of at least 3 years in providing services of Attenders to one or more State/Central Government Departments/ organizations / undertakings / corporations for at least 3 financial years and should have <b>rendered services satisfactorily</b> . (If, any of the Govt. Department / PSU have noticed that the services <b>rendered are unsatisfactory</b> , such Companies are not eligible.) | Documentary proof in the form of certificate issued by the department / organization / undertaking for satisfactory services rendered shall be submitted.   |
| 6 | Tax and other Statutory Registrations | Bidder should have registered number of following:<br>GST, ESI, EPFO, PAN and all other Labour Laws<br>Where its business is located.  | Copies of relevant certificates of registration   |
| 7 | Blacklisting                          | Bidders shall not be black listed by any State / Central Government Department, Ministry or Agency as on bid submission date   | Self-Declaration Certificate that the bidder is not black listed as on the bid submission date. Self-Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory of the prime bidder on its letter head |

**Note:**

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

**4.1 Consortium/Joint Ventures/Sub-Contracting**

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

**4.2 Period of Contract**

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

## SECTION-II

### 5. Instructions to Bidders

#### 5.1 Procedure for submission of proposals

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

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

5.1.3 The Technical Proposal should provide the following information:

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

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

#### 5.3 **Financial Proposal**

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

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

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

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

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

### 6. Submission of Bid

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

**6.1 Deadline for Submission of Bids.**

The last date for submission of bids electronically **on e-Procurement portal, Karnataka** on or before the time and date stated in the data sheet **(in 3.1)**

**6.2 Late Bids: Not Entertained.**

**6.3 Bid Opening:**

- i) If the office happens to be closed on the date of opening of the tenders as specified due to some valid reasons, the tenders will be opened on the next working day at the same time and venue.
- ii) Tenders will be opened at prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to attend at the office of The Additional Commissioner of Commercial Taxes (Headquarters)-2, Bengaluru and the bidders who have qualified in the Technical bid have to submit the necessary relevant original documents before the opening of the financial bid.
- iii) Evaluation of the Eligibility of bidders shall be done independently. The Financial bid of only those who are assessed to be eligible shall be opened on a subsequent date in the Karnataka e-Procurement portal.

6.3.1 Financial Bids determined to be substantially responsive will be checked by the evaluation committee for any errors. If there is a discrepancy between the quoted rate in figures and the quoted rate in words, the rate in words will take precedence. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate multiplied by quantity shall prevail and the total cost will be corrected unless in the opinion of the evaluation committee there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of various costs, the sum of the various costs shall prevail and the total bid amount will be corrected.

6.3.2 The amount stated in the Form of Financial Bid will be adjusted by the evaluation committee in accordance with the above-mentioned point for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the EMD shall be forfeited. Any omission in filling the columns of "units" and "rate" or pertaining to the Taxes/levies as applicable etc., shall deemed to be treated as inclusive in the total project cost. All corrections must be duly signed by the Bidder.

#### **6.4 Language of bid:**

The proposal prepared by the Bidder and all correspondences, documents relating to the proposals exchanged by the Bidder and the Competent Authority shall be written in English language.

#### **6.5 Bid Opening and Evaluation Procedure**

6.5.1 The Commissioner of Commercial Taxes (Karnataka), Bengaluru will carry out the evaluation of proposals of only the firms who satisfy the above criteria on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive proposal will be given a technical score. The Commissioner of Commercial Taxes will for this purpose appoint a Committee headed by the Tendering Authority who will scrutinize the technical and later on the financial bids. A Bid which is considered to be unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

6.5.2 The Financial Bid of the technically qualified bidders will only be opened.

6.5.3 The Commissioner of Commercial Taxes (Karnataka), Bengaluru reserves the right to ask for any additional information, as it may deem necessary to evaluate the bid proposal at any stage before execution of contract. Bidders that fail to submit additional information or clarification as sought within 3 days of the receipt of letter requesting for such additional information and/or clarification, their bids will be evaluated only on the information furnished along with the bid proposal.

6.5.4 The committee would be entitled to call for any further information, document, and undertaking and may also interview the authorized representative of the bidder in order to satisfy itself about the eligibility, capability and capacity of the bidder and technical specifications/ trustworthiness of the organization. The committee would be within its rights to get any secret or open enquiry conducted for the purpose. The Commissioner of Commercial Taxes (Karnataka), Bengaluru reserves the right to contact and verify the bidder's information, references and data submitted in the bid proposal without any reference to the bidder.

6.5.5 The information, documents submitted and undertaking given by the bidder or its authorized representative to the committee should be deemed to be the part of the "technical bid" of the bidder. The decision of the committee on technical suitability of the offer shall be final.



6.5.6 The technical committee will select the 'technically acceptable' bid and on acceptance of its recommendations by competent authority, the competent authority would decide to examine financial bid and overall suitability of the bid only such bidders who have qualified in the technical evaluation will be considered.

6.5.7 Selection would be on the basis of lowest evaluated price as per the financial bid submitted by the bidders.

## 6.6 **Opening of Financial bids**

The financial bids of the bidders who are qualified in technical evaluation will only be opened. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid and any deviation or exclusion should be specifically stated in the bid.

## 7. **Performance Guarantee**

7.1 **Performance Guarantee:** Performance Guarantee for an amount equivalent to 5% of the contract amount of the successful bidder is to be submitted to The Commissioner of Commercial Taxes (Karnataka), Bengaluru towards Performance Guarantee of the successful bidder. **(Rs.14,000-00 X 185 No's X 12 Months X 5% =Rs.15,54,000-00)** This Performance Guarantee shall be in the form of Bank Guarantee issued by a Nationalized Bank in the format to be approved by The Commissioner of Commercial Taxes (Karnataka), Bengaluru and shall be submitted at the time of executing the agreement which shall be valid for one year and extendable for consecutive years of contract tenure from the date of agreement.

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

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

## 7.2 **Agreement with successful bidder**

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

7.2.2 The successful Bidder will have to enter into an Agreement with The

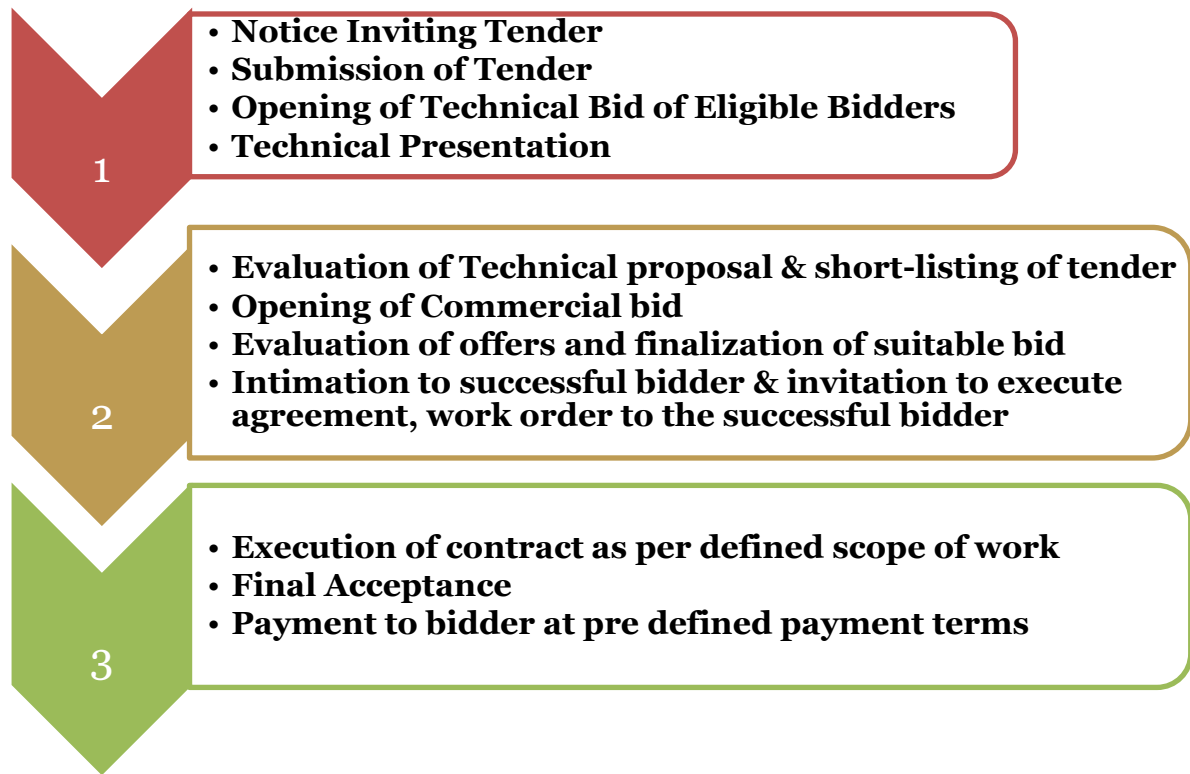
Commissioner of Commercial Taxes (Karnataka), Bengaluru. The Commissioner of Commercial Taxes (Karnataka), Bengaluru for the performance of the contract on Rs100/- non judicial stamp paper, within 10 days of the communication of the final order on bids, the cost of which has to be borne by the Bidder. The Commissioner of Commercial Taxes (Karnataka), Bengaluru shall provide a model agreement and on the basis of such model agreement the actual agreement will be enter into and no variation of any sort is permitted.

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

## **8. Ethical conduct of the bidders**

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

## 8.4 Tendering Process Flow



## SECTION-III

### 9. Payment Terms:

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

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

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

## ANNEXURES FOR PAYMENTS MADE

### ANNEXURE-I

(To the tender document .....

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

Name and address of the Service provider/Agency:

(Amount in Rs.)

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

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

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

Contractor's signature

(with seal)

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

## ANNEXURE-II

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

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

Name and address of the Service provider/Agency: EPF

Registration No. :

(Amount in Rs.)

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

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

certify that the details furnished above are true and correct.

Contractor's signature

(with seal)

### ANNEXURE-III

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

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

Name and address of the Service

provider/Agency: ESI Registration No. :

(Amount in Rs.)

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

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

Contractor's signature

(with seal)

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

### 9.3 Service Level Report:

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

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

### 9.4 Cap on SLRs

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

### 9.5 Liquidated Damages

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

## 9.6 Termination of the contract

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

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

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

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

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



blacklisting of the successful bidder from any tendering process of the tender governing authority for a period of 3 years

**9.8 Confidentiality**

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

**9.9 Arbitration / Dispute Settlement:**

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

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

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

**Manpower Resources to be Supplied:**

| S.N. | Role      | Unit | Total No. |
|------|-----------|------|-----------|
| 1    | Attenders | Nos  | 185       |

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

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

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

| Educational Qualifications                               | Roles and Responsibilities              |
|--|---|
| SSLC/10 <sup>th</sup> Standard with knowledge of Kannada | As mentioned in the scope of work above |

## **10. Other Conditions of Contract**

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

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

**Note:-** The Officer-in-charge that is The Deputy Commissioner of Commercial Taxes (Personnel)-2 will monitor the services rendered by bidder on Day-to-Day basis as per the requirements and needs of the department.

Sd/-  
Tender Inviting Authority  
The Additional Commissioner of  
Commercial Taxes (Headquarters)-2  
Bengaluru-09

## SECTION IV

### General Information of Bidder (To be uploaded with technical bid)

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

#### Declaration

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

Place:

Authorized Signatory

Date:

## CHECK LIST

Tender Document for providing Attenders  
to the offices of the Commercial Taxes Department based in Bengaluru.

General Information: (To be uploaded with technical bid)

| Sl. No. | Details of Information  | Information to be furnished by the Bidder |
|---------|---|---|
| 1.      | Name of the Company   |   |
| 2.      | Address for communication   |   |
| 3.      | Name of contact person:   |   |
| 4.      | <p><b>a) Experience:</b> The bidder should have experience in handling at least 500 employees and the bidder has to submit the relevant work experience certificates of similar works / service contracts during last 03 years ending last day of month previous to the month in which tenders are invited (Copy of work orders for present work under execution / Experience Certificates issued by the various departments of the Governments are be submitted )</p> <p><b>b) Legal Valid Entity:</b> The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder should have been in business for minimum 10 years. Bidder in the form of JV/consortium, Proprietorship, and Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted preferably in the form of incorporation documents such as MoA, AoA, etc. The Bidder should have been in business activity from the last ten financial year</p> <p><b>c) Turnover:</b> The collective annual sales turnover of the bidder during each of the last 3 audited financial year (FY 13-14, 14-15, 15-16) must be at least INR 10.00 crores. The net-worth of the bidder must be minimum INR 5.00 Crores as on submission date. A copy of Audit certificate including financial transaction/ payment details or other relevant details for proof to be uploaded) Annual turnover for last three years and copy of Balance sheet/Profit Loss Statement for last three years duly certified by a Chartered Accountant.</p> |   |

|     |   |  |
|-----|---|--|
|     | <p><b>d) Registration:</b> The Bidder should be registered with the Income Tax, GST and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation. Such registration shall remain valid throughout the period of the Contract signed in relation to this tender. Self-attested copies of: PAN Registration, GST Registration, Labour Registration, EPFO Registration, ESIC Registration shall be provided.</p> <p><b>e) Manpower on Roll:</b> Minimum 500 members Attested copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.</p> |  |
| 5.  | Format of tender document (General Information and Specifications)  |  |
| 6.  | PAN Card copy   |  |
| 7.  | VAT registration copy (for previous turnover verification)  |  |
| 8.  | Service Tax Registration copy (for previous turnover verification)  |  |
| 9.  | GST Registration Copy   |  |
| 10. | Certificate of Registration of Company  |  |
| 11. | Undertaking that minimum wages will be paid to the employees  |  |
| 12. | Certificate from Auditor to the effect that the minimum turnover as prescribed in this document shall be furnished  |  |
| 13. | Any other information company wishes to furnish   |  |

### Declaration

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

Place:

Authorized Signatory

Date:

## **11. Form for declaring various works undertaken by bidder**

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

*[On the letterhead of Bidder]*

### **Performance Statement**

| Sr. no | Financial Year | Name & address, Telephone no and fax no of purchaser to whom similar service/ supplies were made | Description of the work / supply order | Whether the supply of the services of Attenders was part of that? If yes what was its proportional value to total value of the order? | Purchase Order No. & Date issued by Purchaser | Value of contract /Purchase Order | Period of execution |         | Performance certificate from customer (page numbers) |
|--------|----------------|--|--|---|---|-----------------------------------|---------------------|---------|--|
|        |                |  |  |   |   |                                   | Start ing           | Endi ng |  |
| 1      | 2              | 3  | 4                                      | 5   | 6   | 7                                 | 8                   | 9       | 0  |
| 1      | 2013-14        |  |  |   |   |                                   |                     |         |  |
| 2      | 2014-15        |  |  |   |   |                                   |                     |         |  |
| 3      | 2015-16        |  |  |   |   |                                   |                     |         |  |

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

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**In the capacity of:** \_\_\_\_\_

**For on and behalf of:** \_\_\_\_\_

## 12. Financial Proposal

Financial proposal submission Format

|       |                      | A    | B         | C                      | D                               |
|-------|----------------------|------|-----------|------------------------|---------------------------------|
| Sl.No | Description of Items | Unit | Total No. | Unit Rate per Attender | Amount in Rs. (B * C) per month |
| 1     | Attenders            | Nos  | 185       |                        |                                 |

### Key Notes:

- a. The financial proposal should specify the Actual Service charge collected by the Bidder.
- b. The EPF/ESI and GST payable per Attender provided.
- c. The total chargeable Amount should at no point of time exceed the cap of Rs.14,000-00 in BBMP limits & Rs.12,000-00 outside BBMP limits fixed by the Government per service of Attender provided.

Comprehensive operation charges quoted by the bidder shall include all the costs of services, statutory levies like EPF/ESI including GST.



**FINANCIAL PROPOSAL SUBMISSION LETTER**

[Location, Date]

FROM: (Name of Company)

TO : (Name and Address of Client )

Dear Sirs,

Subject: "Short Term Tender Document for providing Outsourcing Services of Attenders for the offices of The Commercial Taxes Department based in Bengaluru."

**Financial Proposal.**

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and financial proposals).

Our attached financial proposal is for the sum of Rs. *[Amount in words and figures]*.

This amount is inclusive of GST and all other statutory dues which we have estimated at *[Amount in words and figures]*.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., *[Date]*.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory:

Name and Designation:

Name of the Company:

Address:

## **AGREEMENT FORMAT**

This agreement, made the \_\_\_ day of ----- 2017, between The Commissioner of Commercial Taxes(Karnataka), Bengaluru -560 009, (hereinafter called "the Employer") of the one part and -----,----- of the other part.

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

### **NOW THIS AGREEMENT WITNESSETH as follows:**

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

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

(1) Binding Signature of the Commissioner of Commercial Taxes (Karnataka) Bengaluru-09.  
(User Department)

(2) Binding Signature of the Service  
provider \_\_\_\_\_

Date: \_\_\_\_\_

**INDEMNITY BOND**

(To be typed on 200 rs. stamp paper)

We, M/s. \_\_\_\_\_ (The Supplier) \_\_\_\_\_ shall indemnify the Commissioner of Commercial Taxes(Karnataka)Bengaluru-09. (The Purchaser) against all loss and claims in respect of :

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

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

(Signed by authorized signatory of the Company)

Name of the Company

Date

## PERFORMANCE BANK GUARANTEE

To,  
The Commissioner of Commercial Taxes (Karnataka),  
Vanijya Therigeya Karyalaya,  
Gandhinagar,  
Bengaluru-09.

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

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

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

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

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

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

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

Signature and seal: \_\_\_\_\_

Name and Designation \_\_\_\_\_

Name of Bank/Financial Institution \_\_\_\_\_

Address : \_\_\_\_\_

Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\*Bank Guarantee shall be drawn on any Indian nationalized bank, Scheduled Commercial Bank with prior approval of The Commissioner of Commercial Taxes (Karnataka) Bengaluru-09.

**FORM FOR DECLARING PREVIOUS YEARS TURNOVER**

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

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

*[On the letterhead of Bidder]*

**Full Name of Bidder Company:**

| <b>Sl. No.</b> | <b>Financial Year</b> | <b>Average annual Turnover of Bidder (Supplier) Company in Indian Rupees</b> | <b>Turnover of various ongoing projects</b> | <b>Net profit after tax</b> |
|----------------|-----------------------|--|---|-----------------------------|
| <b>1</b>       | <b>2</b>              | <b>3</b>   | <b>4</b>                                    | <b>5</b>                    |
| <b>1</b>       | <b>2013-14</b>        |  |   |                             |
| <b>2</b>       | <b>2014-15</b>        |  |   |                             |
| <b>3</b>       | <b>2015-16</b>        |  |   |                             |

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

|   |                                    |
|---|------------------------------------|
| Signature of Chartered Accountant of the bidder | Signature .....                    |
| Name  | Name ..... &<br>Seal of the Bidder |
| Address:  |                                    |
| Contact numbers:                                |                                    |
| Registration number / membership                |                                    |

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