



**GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(Admn) DVO, Vanijya Therige Bhavana, D Devaraj Urs Layout,
'A' Block, Davanagere-577006.
Telephone: 08192-231359/254838.**

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

No. JCCT(A)/Section/CR-03/2015-16

Date : 15.12.2015.

The Joint Commissioner of Commercial Taxes (Admn), DVO, Davanagere is inviting through **e-procurement** portal for providing Security Guards to Department, for one year under two cover system/two parts (Technical Bid & Financial Bid) from reputed manpower supply agencies, registered in Karnataka State, operating from Davanagere and Chitradurga who have adequate financial resources and experience.

Name of the Service	No. of Personnel
Providing Security Guards to the office of the 1) Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block, Davanagere.	4
2) Commercial Tax Department, Chitradurga	2
TOTAL	6

1. (a) EMD: Rs.15,000/- (Rupees Fifteen Thousand only).
2. The participating bidders will have to pay Earnest Money Deposit (EMD) to be paid through e-Procurement portal through any four modes that is 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 contact help desk phone number 08192-231359/254838.
5. The Soft copies of the Bid documents can be downloaded from e-procurement portal consisting of 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 Pre-Qualification Requirements (PQR) documents. The financial bids shall include the duly filled Schedule-I. Both the scanned technical and financial bids shall be uploaded as per schedule. The technical bid containing PQR documents will be

Opened on as per schedule. 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:

The authorities and schedule for bidding is as under:

I.	Designation and address of the procuring entity	Office Of The Joint Commissioner Of Commercial Taxes, (Admn) DVO, Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block, Davanagere. Telephone : 08192-231359/254838.
II.	Designation and address of the tender inviting authority	Office Of The Joint Commissioner Of Commercial Taxes, (Admn) DVO, Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block, Davanagere. Telephone : 08192-231359/254838.
III.	Designation and address of the tender accepting authority	Office Of The Joint Commissioner Of Commercial Taxes, (Admn) DVO, Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block, Davanagere. Telephone : 08192-231359/254838.
IV.	Last date for submission of pre-bid query	28-12-2015 at 4.00 P.M.
V.	Pre-bid meeting.	31-12-2015 at 4.00 P.M.
VI.	Last date for response on pre-bid query by CTD	4-01-2016 at 3.00 P.M.
VII.	Last date and time for receipt of bid	14-01-2016 at 4.00 P.M.
VIII.	Date, time and venue for opening of technical bid;	18-01-2016 at 11.00 AM at Room No 101, 1 st Floor, Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block, Davanagere.
IX.	Date, time and venue for opening of financial bid;	20-01-2016 at 3.00 PM at Room No 101, 1 st Floor, Vanijya Therige Bhavana, D Devaraj Urs Layout, 'A' Block, Davanagere.
X.	Telephone No. and e-mail ID for contact	08192-231359/254838 e-mail ID : jccadmndvg@gmail.com

Tender Inviting Authority

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

I. 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) DVO, Davanagere will verify the documents with the concerned wherever necessary. However, documents like service agreements work orders etc., will not be considered for the purpose.
- ii) Certificate by Chartered Accountant for the annual turnover of the Agency shall not be less than 50 lakhs relating to providing outsource personals in any one of the last two financial years (i.e., 2013-14 and 2014-15). The Agency shall upload an attested copy of the Balance sheet and Profit & Loss Account for the last Three years. (i.e., 2013-14 and 2014-15).
- iii) The Agency shall have the following Registration and shall upload the copies of the Certificates:
 - a) Registration Certificate of the establishment Government of Karnataka, 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 of PF authorities for each employee.
 - d) Service Tax Registration Certificate.
 - e) Certificate of Registration under Profession Tax issued by the Profession Tax Officer, Government of Karnataka.
 - f) Copy of the PAN card of the Agency.
 - g) Any other registrations required as per the existing laws relating to providing manpower services (Copies of certificates should be uploaded).
 - h) Certification of Registration i.e. license issued by Department of Police, 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 three years due to non-fulfillment of contractual obligations are not eligible to bid. The agency should clearly specify and submit letter in writing separately stating that they do not black listed by any firm / Government agencies in the format set out in Appendix F & F1.
- vi) Agencies working at Davanagere, Bellary, Koppal and Chitradurga District only shall apply.
- vii) Company should be ISO-9001 Certified for manpower supply.

- viii) Schedule-II (Self-confirmation of the tenders for PQR Evaluation), ANNEXURE – 3A (Documentary proof from the Bank for having remitted the above payments should be enclosed) ANNEXURE 3B (Documentary proof from the Bank or EPF Authorities for having remitted the above payments should be enclosed) ANNEXURE – 3C (Documentary proof from the Bank or ESI Authorities for having remitted the above payments should be enclosed) ANNEXURE – 3D (Documentary proof from the Bank or Service Tax Authorities for having remitted the above payments should be enclosed) PART-II, DECLARATION (FILL AND UPLOAD)
- ix) Certificate from the Banker that the bidder has liquid financial resources of not less than **Rs.5.00 lakhs**

BANKER’S CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing. If the contract for this tender Providing Security Guards to Vanijya Therige Bhavana, Devaraj Urs Layout ‘A’ Block, Davangere – 577 006 is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of **Rs.5.00 lakhs** to meet the working capital requirements for executing the above contract.

Sd/-
Senior Bank Manger,
Name of the Bank & Address

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 (i) to I (ix) above).
3. The Financial bids of the agencies which do not meet the Pre-Qualifying Requirements (Technical Bids) will not be considered
4. The Joint Commissioner of Commercial Taxes (Administration) DVO, Davanagere Shall cause examination of the PQR documents of the agencies and on that basis a list of Qualified bidders will be prepared and intimated to the Agencies concerned.
5. The second cover containing financial bid of the qualified bidders only will be opened.
6. The company/firm should have been in the business of providing manpower services for last three financial years (2012-13, 2013-14 and 2014-15) (Details of past performance on services of similar nature executed by the Service Provider in the format hereunder) (provide documents in support of the claim).

Sl. No.	Name of the Work	Name of the Employer	Number of persons deployed	Value of Contract	Date of commencement of contract	Date of Completion of contract	Attach certificate of satisfactory completion of work

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 can have detailed information from the office during office hours.
7. The Joint Commissioner of Commercial Taxes (Admn), Davanagere 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 only) with terms and conditions as per the formats specified by the Joint Commissioner of Commercial Taxes, (Admn), Davanagere.
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-1 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 provide/agency to his/her personnel working in the Division of the Joint Commissioner of Commercial Taxes, Davanagere 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) DVO, Davanagere. The statement of disbursement of salaries/remuneration for a particular month duly certified by the Bank Remittance of ESI, PF and Service tax challan should be submitted by the Agency with bills of next month to the office of the Joint Commissioner of Commercial Taxes (Admn) Davanagere and to be eligible for payment.
14. In case more than one agency stands L1, firstly, ISO certified Agencies will get preference over others, Secondly, the Agencies having higher turnover will get preference over others.
15. The duration of the contract is for 12 months, extendable for any other period by mutual

Consent with the same terms and conditions of the agreement executed. However, the contract can be terminated by either party on three months' notice.

16. The Agency should not sublet the contract. If the agency is founded 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 persons in each shift.

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**GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING
SECURITY GUARDS TO DAVANAGERE AND CHITRADURGA**

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) DVO, Davanagere.
2. The “Department” means the office of the Commissioner of Commercial Taxes Karnataka.
3. The “Agency/Contractor” means the agency to whom the work of providing Security Guards 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) DVO, Vanijya Therige Bhavana, D Devaraj Urs Layout, Davanagere-577 006. Commercial Tax Department, Chitradurga whenever in this contract the words “Directed”, “Required”, “Ordered”, “Desired”, “Considered”, “Necessary”, or like words are used, it shall be understood that the directions, requirements, permissions, order etc., of the Joint Commissioner of Commercial Taxes (Administration) DVO, Davanagere or other authorized officers of the 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 (medical fitness certificate to be enclosed) 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 (Admn) DVO, Davanagere.
9. For all the matters arising out of this contract either between the agency and the company or between the personnel deployed by the agency with the company/agency, the jurisdiction of the court shall be at Davanagere.

10. The Security 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 Security Guards 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 Professions 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 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.
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 sub sequent 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 personnel deployed as quoted in Schedule-I annexure 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 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 called for.
18. The Agency shall maintain the acquaintance/pay roll and other relevant particulars pertaining to deployed Securities 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, Works 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 implications, 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 Commissioner of Commercial Taxes shall have the right to inquire into and decide all complaints on such matters.
28. All compensations or other sums of moneys payable by the Agency to the Department under the terms 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 staff engaged by the Agency for deployment 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 guard 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 Guard 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 Agency should have provided at least 30 Security Guard 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 Guard 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 net 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 Guard 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 transaction etc. whenever such requests remade 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 for each office Rs.10,000/-

- c) On subsequent instance to impose of penalty of Rs.20,000/- for each office. If the same persist further, the contract will be terminated and the agency will be blacklisted after forfeiting EMD/SD.
- d) This does not preclude the Department from necessary 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 Davanagere / Chitradurga. 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 Guard posted by the agency should within age of 21 to 50 years. The Security Guard 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 attendants of the Security Guard deployed under this contract and shall be responsible for the good conduct of its staff while on duty as well as off duty.

38. REPLACEMENT:

The agency shall provide replacement for the person who is found unsuitable/remain 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 of 12 months or any other period 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 assignment any reason thereof. In case of any dispute the jurisdiction of the court shall be at Davanagere/Chitradurga.

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 1,40,000/- for each office 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 forth with 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. Davanagere 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. Davanagere shall be final and binding on the Agency.

48. The Department reserves the right to extend or foreclose the contract depending upon the Exigency 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 obligations under this agreement by the Agency, the Agency is liable to make good such losses and the Department shall be entitled to recover the same from the Agency.

50. The arrangement between the agency and the Department is on Principal to Principle basis and neither of them shall be treated as the agent of the other.

FINANCIAL BID FORMAT

Schedule-I

**COMMERCIAL TAXES DEPARTMENT, GOVERNMENT OF KARNATAKA
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN)
DVO, DAVANAGERE**

Sl. No.	Particulars	No. of Security Guards required	Rate per person per Month Rs.	Total Amount for 06 persons for 12 months Rs.
1.	Basic + VDA (Note less than the minimum wages fixed by GOK for the year 2015-16)	6 (SIX)		
2.	P.F. @ 13.61% - Employer (on Sl.No.01)			
3.	E.S.I. @ 4.75% - Employer (on Sl.No.01)			
4.	Service Charge of contractor including Income Tax, Turnover Tax, Washing Allowance, cost of the ID cards and any other Taxes/Charges.			
5.	Service Tax			
	GRAND TOTAL			

Note :

- 1) Tender should quote keeping in mind statutory obligations i.e., tender bids of zero service charge or less than statutory obligations will be summarily rejects.
- 2) Basic rate and other as per the labor department is applicable as and when changes and the service charge remains the same.
- 3) The service provider shall also deposit the applicable employees and employers. Contributions of EPF and ESI as per said elves of concerns department.
- 4) Service tax and other tax as per rules.
- 5) If necessary the bidder shall furnish the details of service charge sought before the evaluation.

We user take that in competing for (and if award is made to us executing) the contend for the above assignment we will strictly observed laws against fraud and corruption in India necessarily prevention of corruption Act-1988.

The tender and your written acceptance of it shall constitute a binding contract between us. We under stand that you are not bound to accept the Lowest or any bid you receive with out assign any reason.

Your faithfully

- 1) Authorized Signature.
- 2) Name and Designation of Signature.
- 3) Name of the Service Provider address.

Schedule – II

Self-confirmation of the tendered for PQR Evaluation

1. Confirmation for having experience of providing security service for minimum period of 1 year (please tick whichever is applicable) :
2. List of department /organization/undertaking/corporation where services of Security 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
2013-14				
2014-15				

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

3. Confirmation for providing Security personnel
 - a) Minimum 30 Security 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 TAXERS
(ADMN.) DVO, DAVANAGERE.

PART-I

Tenders in two covers system duly uploaded by the Registered Manpower Supply Agencies will be received by the Joint Commissioner of Commercial Taxes (Admn) DVO, Davanagere for the following :

1. Nature of Service: PROVIDING SECURITY GUARDS TO THE OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (Admn) DVO, DAVANAGERE AND COMMERCIAL TAX DEPARTMENT, CHITRADURGA.
2. EMD: Rs.15,000/- (Rupees Fifteen Thosand only)
3. The bidders can view the tender details from the websites – <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in> for further information, office contact No: 08192-231359.
4. The Participating bidders will have to pay Earnest Money Deposit (EMD) of Seven Thousand Five Hundred to be paid through e-Procurement portal through and 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), DVO, Davanagere 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), DVO, Davanagere 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 1,40,000/- for each 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.
- 15.** Rejected Bidder's EMD shall be refunded.

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

PART-II

To,

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

Sir,

**TENDER FOR PROVIDING SECURITY GUARD TO THE OFFICE OF THE
THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN) DVO,
DAVANAGERE DIVISION, DAVANAGERE.**

I/We do hereby tender for providing services of Security Guards to the office of the Joint Commissioner of Commercial Taxes (Admn), DVO Davanagere as per the coated 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), DVO DAVANAGERE.,COMMERCIAL TAX
DEPARTMENT, CHITRADURGA.**

I/We have paid an amount of Rs. ----- /- (Rupees-----) 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. -----/- of contract value towards security deposit for the due fulfillment of the contract.

If this tender is accepted, I/We agree to abide by any fulfill all the terms and conditions to the contract are 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 Security Guards 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 of 201

CONTRACTOR

From:
The Name & Address
of the Agency with telephone No.
& Contact Person with Mobile No.

To:
The Joint Commissioner of Commercial Taxes
(Administration), DVO,
Davanagere Division,
Davanagere-577006

Sir,

DECLARATION

(To be given by the Contractor at the time of uploading the completed tender)
NATURE OF SERVICE: PROVIDING SECURITY GUARDS TO THE OFFICE
OF THE JOINT COMNMMISSIONER OF COMMERCIAL
TAXES (ADMN) D.V.O, DAVANAGERE AND COMMERCIAL TAX
DEPARTMENT, CHTRADURGA

I/We have read the Tender document 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 requirement of the tender agreement stated herein will be fulfilled by me/us to the
satisfaction of the Joint Commissioner of Commercial Taxes (Administration), DVO,
Davanagere.

CONTRACTOR

☞ ☞ ☞ ☞ ☞ ☞

Appendix F

(On the letter head of the Bidder)

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate¹

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 hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 201

.....

(Name of the Bidder)

.....

(Signature of the Authorised Person)

.....

(Name of the Authorised Person)

Appendix F1

SELF DECLARATION REGARDING NOT-BLACKLISTED BY ANY FIRMS/GOVT.AGENCIES

(On the letter head of the Bidder)

Dear sir,

We hereby declare that our firm has not been declared as blacklisted by any Government department /Corporation/ULBS/other statutory organisation.

This declaration is given under the full knowledge of the facts and condition of the subject RFP.

Your's faithfully

**Seal and signature of the
Authorised Person**

Date: