



**GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT**

**OFFICE OF THE
JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMINISTRATION) DGSTO**

“SHESHADRI BHAVAN” DEWANS ROAD, MYSORE-570 004.

TEL : 0821-2420367 & 2410911 FAX : 0821-2421877

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), DGSTO, MYSURU Sheshadri Bhavana, Dewan's Road, MYSORE – 570004. Telephone: 2420367 & 2410911, Telefax: 2421877
II.	Designation and address of the tender inviting authority	Office of the JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DGSTO, MYSURU Sheshadri Bhavana, Dewan's Road, MYSORE – 570004. Telephone: 2420367 & 2410911, Telefax: 2421877
III.	Designation and address of the tender accepting authority	Office of the JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DGSTO, MYSURU Sheshadri Bhavana, Dewan's Road, MYSORE – 570004. Telephone: 2420367 & 2410911, Telefax: 2421877
IV.	Last date and time for receipt of bid	31-03-2021
V.	Last date for submission of pre-bid query	-
VI.	Pre-bid meeting.	--
VII.	Last date for response on pre-bid query by CTD	--
VIII	Date, time and venue for opening of technical bid ;	Date : 01-04-2021 Office of the JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DGSTO, MYSURU Sheshadri Bhavana, Dewan's Road, MYSORE – 570004. Telephone: 2420367 & 2410911, Telefax: 2421877
IX	Date, time and venue for opening of financial bid ;	Date :03-04-2021 Office of the JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DGSTO, MYSURU Sheshadri Bhavana, Dewan's Road, MYSORE – 570004. Telephone: 2420367 & 2410911, Telefax: 2421877
X	Telephone No. and e-mail ID for contact	0821-2420367 E-mail: jcctadmndvomys@gmail.com



GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT

**OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMINISTRATION) DGSTO,
"Sheshadri Bhavan" Dewans Road, Mysore-570 004.
Tel: 0821-2420367 Fax: 0821-2421877**

NO:JCCT(A):DGSTO:MYS:FDA-1.CR.05:2020-21

Dated : 16th March-2021

SHORT TERM e-TENDER NOTIFICATION

The Joint Commissioner of Commercial Taxes (ADMN), DGSTO, MYSURU is inviting through online e-Procurement Portal for providing service of Scavengers/Cleaner, Gardener & Security Guards to the Department, for one year under two cover system/two parts (Technical bid and financial bid) from reputed manpower supply agencies, registered in Karnataka State, who have adequate financial resources and experience.

Name of the work	Numbers
Providing services of Scavengers/Cleaner to the office of the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysore	15
Providing services of Gardener to the office of the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysore	01
Providing services of Security Guards to the office of the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysore	12
TOTAL	28

- 1. EMD:** 1,32,000/- (One lakh Thirty Two Thousand only)
- The participating bidders will to pay Earnest Money Deposit (EMD) through e-four have Procurement portal by any modes that is Credit Card, Internet Bank, NEFT or one of the OTC.
- 3. Price Bid:** The Service Provider should quote allowance as per the Minimum Wages Act including all statutory payments. Service charges and applicable GST for providing the services of Scavengers/Cleaner, Gardener & Security Guards.
- 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 phonenumber **0821-2420367**.
- The Soft copies of the Bid documents can be downloaded from e-Procurement portal and also from <http://ctax.kar.nic.in> consisting of PQR (Pre- Qualification Requirements) and eligibility criteria of bidders, scope of the service to be provided, terms and conditions of contract to be complied with by the agency/by the bidders registered with e-Procurement for e-Tendering.
- The technical bid shall include the PQR documents. The financial bids shall include the duly filled Schedule-I. Both the scanned technical and financial bids shall be uploaded. The technical bid containing PQR documents will be opened on as per the event specified above. For more details, visit the web site <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in>
- Both the Technical & Financial Bidding is through e-Tendering only. The bidders shall upload all the documents as per PQR financial bids of all those who have qualified technically only shall be opened.

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

- i) The agencies should have provided at least 50 Security guards & 50 Scavenger/ Cleaners /House Keeping personnel and 25 Gardener 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), DGSTO, Mysuru will verify the documents with the concerned wherever necessary. However, documents like service agreements work orders etc., will not be considered for the purpose).
 - ii) The annual turnover of the Agency shall not be less than ₹ 1 Crore in any one of the last two financial years (i.e., 2018-19 and 2019-20). The Agency shall upload a copy of the Balance sheet and Profit & Loss Account duly certified by the Chartered Accountant.
 - iii) The agency shall have the following Registration and shall upload the copies of the Certificates:
 - a. Registration Certificate of the establishment from Govt. of Karnataka, Department of Labour
 - b. Certificate of Registration under the Employees State Insurance Act (ESI)- previous statement of yearly returns/current year half yearly 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/current year half yearly returns submitted to PF authorities for each employee..
 - d. GST Registration Certificate.
- Copies of last 12 months tax paid challans should be uploaded.
 - e. Certificate of Registration under Professions Tax issued by the Professions Tax Officer, Govt. of Karnataka.
-Copies of last 12 months tax paid challans should be uploaded
 - 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. Certificate of registration i.e. License issued by Department of Police, Government of Karnataka.
 - iv) Agencies whose contracts have been terminated/ foreclosed by any company / firm during the last 3 years due to non-fulfillment of contractual obligations are not eligible to bid. The agency should clearly specify and submit letter in writing separately stating that they do not fall under this category.
 - iv) Supplier should be an ISO Certified agency.
 - v) Agencies should have local ESI code.
 - vi) Agencies working at Mysuru or within Mysuru District only shall apply.
2. The agencies 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 1 (a) to 1(h) 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 (ADMN), DGSTO, Mysuru 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 bid containing financial bid of the qualified bidders only will be opened.

GENERAL INFORMATION

1. Tenders shall be valid for a period of 120 days from the date of opening of 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), DGSTO, Mysuru 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 Rs.200/- (Rupees Two hundred only) with terms and conditions as per the format specified by the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru
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 net rate of service charges payable per Scavengers/Cleaner, Gardener & Security Guards per month to the agency as per the Minimum wages Act including statutory payments (ESI and EPF etc.)
11. The bidder/agency shall submit their quotations in Schedule-I(a) for Security Guards & Schedule-I(b) for Scavengers/Cleaner, Gardener annexed to the tender documents.
12. The successful bidder shall provide the security guard to the premises of department for security of assets of the department
13. The successful bidder shall provide the Scavengers/Cleaner, Gardener & Security Guards as and when requisitioned by the authorized officer of the office of The Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru, and suitability of each Scavengers/Cleaner, Gardener & Security Guards will be screened by the Department before his/her services are accepted. The request may be through e-mail, oral, telephonic or written. Failure to comply with the request will entail recovery of the cost of providing such services as worked out by the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru. The successful bidder shall deploy Scavengers/Cleaner, Gardener & Security Guards as and when ordered and within such time as may be decided by the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru /Authorized officer, failing which penalty at 2 times the agreed rate per day will be levied per Scavengers/Cleaner , Gardener & Security Guards not deployed during the first two days, thereafter, the penalty will be levied at 4 times of the rate agreed per day per Scavengers/Cleaner, Gardener & Security Guards.
14. Payment by the service provider/agency to his/her Scavengers/Cleaner, Gardener & Security Guards working in the office of the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru shall be made crediting the amount the individual bank account of the concerned Scavengers/Cleaner, Gardener & Security Guards. Similarly PF and ESI contribution shall go to the individual Scavengers/Cleaner, Gardener & Security Guards account. No other mode of payment will be accepted by Office of the Joint Commercial Taxes (ADMN), DGSTO, Mysuru The statement of disbursal of salaries/remuneration for a particular month duly certified by the Bank should be submitted by the Agency with bills of next month to the office of Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru to be eligible for payment.

15. In case more than one agency stands L1, firstly, ISO certified Agencies will get preference over others. Secondly, the Agencies higher turnover will get preference over others.
16. The duration of the contract is for 12 months, extendable for a period of 6 months 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 prior in writing notice.
17. 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.
18. The agency shall furnish Salary Slip to all its employees indicating Net salary/Wages after deduction of statutory payments.
19. The agency shall be responsible to fulfill all statutory obligations such as remittances of GST, ESI/PF, etc. in respect of each Scavenger and Gardener deployed under this contract.
20. The working of the security guards should be round the clock i.e. in three shifts.

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COMMERCIAL TAXES DEPARTMENT**

**OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DGSTO,
MYSURU- 570 004.**

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR
PROVIDING SCAVENGERS/CLEANER, GARDENER & SECURITY GUARDS.**

The expression "service", "job" or "duty" used shall mean that Scavengers/Cleaner, Gardener & Security Guards, required by the office of Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru.

The "Department" means the office of the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru.

The "**Agency/Contractor**" means the Agency to whom the work of providing Scavengers/Cleaner, Gardener & Security Guards is awarded.

1. "**Scavengers/Cleaner, Gardener & Security Guards**" means Scavengers/Cleaner, Gardener & Security Guards deployed by the Agency.

2. "**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.

3. "**Deficiency in service**" means, not deploying the full contingent of the Scavengers/Cleaner, Gardener & Security Guards requisitioned on time, non-replacement of Scavengers/Cleaner, Gardener & Security Guards who are found to be unsuitable, 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 Scavengers/Cleaner, Gardener & Security Guards 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.

"**Premises of Department**" means the office of the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru situated Sheshadri Bhavana, Dewan's Road, MYSORE - 570004. Telephone: 2420367 & 2410911 FAX : 2421877.

4. and 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, ordered.

5. The numbers of Scavengers/Cleaner, Gardener & Security Guards required can be increased/ decreased at the discretion of Department at any point of time during the period of contract as per law. The rate payable/ deducted on such increase/decrease shall be at the same rate as per the contract/existing rate. It is mandatory on the part of the Agency either to increase/decrease the number of Scavengers/Cleaner, Gardener & Security Guards as and when directed immediately.

6. Qualification of security guards: Security Guard must be deployed by the agency must be literate & know how to operate Diesel generator set. Their age must be b/w 21-45 years they must be physically fit enough to keep strict vigil over the security of the department. Suitability of the security guard will be decided by the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru.

7. For all matters arising out of this contract either between the agency and the company or between the Scavengers/Cleaner, Gardener & Security Guards deployed by the agency with the company/agency, the jurisdiction of the court shall be at Mysuru.

8. The Scavengers/Cleaner, Gardener & Security Guards deployed by the Agency shall be the employees of the Agency concerned and they shall not have any connections with the employees of the Department. The Department will not be responsible for any un-authorized acts of the Scavengers and Gardeners and for any damage/injury sustained by the Scavengers/Cleaner, Gardener & Security Guards in the course of his/her work/duty.

9. The Contractor shall make the payment of wages/salaries to Scavengers/Cleaner, Gardener & Security Guards deployed through individual Bank Account only and shall arrange to remit all statutory deductions like ESI/PF to the designated authorities along with the Agency's contribution as per law, at the applicable rates within the stipulated time limits.

10. The Agency shall also produce the documents for having paid PF/ESI contribution towards each employees account along with Agency 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 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.

11. The Agency shall submit the PF and ESI remittance challans of the Scavengers/Cleaner, Gardener & Security Guards 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 monthly bills. The agency shall also submit the copy of remittance of GST to the appropriate authorities along with the bills.

12. The Agency shall disburse the salary to its Scavengers/Cleaner, Gardener & Security Guards deployed as quoted in Schedule I(a) & Schedule I(b) annexed to the tender documents. The Agency shall further agree that it would make timely payment of wages within 7th of every month to its employees without unauthorized deductions and shall also be responsible to fulfill all statutory obligations such as remittance of PF/ESI etc., in respect of its Scavengers/Cleaner, Gardener & 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.

13. The Agency shall issue a formal appointment letter to all the Scavengers/Cleaner , Gardener & Security Guards deployed under this contract indicating the name, designation, age, salary, amount of PF contribution of both employer and employee, the amount of ESI contribution of both employer and employee as required under Contract Labour (R&A) Act, 1970 within 15 days of deployment and submit copy of the same duly acknowledge by the candidate to the CTD for reference and records of Commercial Taxes Department.

14. 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.

15. The agency shall issue Photo ID cards to all its employees with the agency's Logo & Name and Designation of the employee deployed & uniform, shoes, cap, torch light, Whistle & other necessary equipment within a period of 15 days.
16. The Agency shall maintain proper record pertaining to the Scavengers/Cleaner, Gardener & Security Guards deployed including the wage slip, disbursement of wages, remittances of statutory payments to the various statutory authorities and present the same to the Department/Officers of the concerned authorities whenever called for.
17. The agency shall maintain the acquaintance/pay roll and other relevant particulars pertaining to deployed Scavengers/Cleaner, Gardener & Security Guards and shall be made available for inspection by the officer of the Department and other statutory authorities as and when so required.
18. Whenever the Agency fails to provide Scavengers/Cleaner, Gardener & Security Guards as requisitioned by the Department, it shall be lawful for the Department to avail the service departmentally or otherwise and the cost incurred shall be deducted from the amounts due to the Agency.
19. The agency shall provide all the relevant particulars of the Scavengers/Cleaner , Gardener & Security Guards proposed to be deployed in the Department along with originals of the relevant certificates/documents relating to their educational qualification and work experience to the Department and only after approval, deploy them for work in the Department.
20. If any Scavengers/Cleaner, Gardener & Security Guards 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.
21. The Agency should not sublet the contract. If the Agency is found to have sublet the contact, the contract will be terminated at the risk and cost of the contractor concerned.
22. 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.
23. 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 Scavengers/Cleaner, Gardener & Security Guards deployed, etc., or for any reason whatsoever.
24. The scope of service is liable for alteration by way of deletions or additions at the discretion of the Department at any time.
25. 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.

26. The Agency shall obey all relevant Central, State and local regulations and enactments pertaining to contract Scavengers/Cleaner, Gardener & Security Guards and the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru, shall have the right to inquire into and decide all complaints on such matters.

27. All compensations or other sums of money 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.

28. If the Agency fails to provide the Scavengers/Cleaner, Gardener & 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.

29. The antecedents of the Scavengers/Cleaner, Gardener & Security Guards 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 Departments 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.

30. The Agency will be held responsible for all the acts of the Scavengers/Cleaner, Gardener & Security Guards with all risks arising from carelessness, negligence or damage or loss by theft, pilferage etc. and the agency shall undertake to compensate the losses arising from such acts of Scavengers/Cleaner, Gardener & Security Guards to all the concerned including Commercial Taxes Department.

31. The Agency shall arrange a training program/workshop to the Scavengers/Cleaner, Gardener & Security Guards at the beginning of the deployment 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.

32. Confidentiality:

The Contractor will be exposed by virtue of the contracted activities, to internal information of CTD, affiliates, Traders/Dealers. The Contractor would be required to provide an undertaking that they will not use or pass to anybody the data / information derived from the proposed data warehouse in any form. The Contractor must safeguard the confidentiality of the CTDs information, applications and data. For this Contractor and employees of Contractor are required to sign Non-disclosure agreement with CTD.

Disclosure of any part of the afore mentioned information to parties not directly involved in providing the service requested, unless required to be so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. The CTD may apart from black listing the Contractor, initiate legal action against the Contractor for breach of trust. The Contractor shall also not make news release, public announcements or any other reference on Request for Proposal or contract without obtaining prior written consent from the CTD.

33. BREACH OF TERMS AND CONTRACT

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

- Failure to deploy the required number of Scavengers/Cleaner, Gardener & Security Guards within the prescribed time limit.
- Failure to make/submit details/proof of Salary, PF, ESI, and other statutory remittances in respect of any of the Scavengers/Cleaner, Gardener & Security Guards deployed by the agency at the prescribed rate within the prescribed time limit.
- Deduction from the net salary payable to the Scavengers/Cleaner, Gardener & Security Guards deployed, of any amount not being any statutory levy or contribution and collection of any amount either directly or indirectly from the Scavengers/Cleaner, Gardener & Security Guards deployed as commission or fee or any other amount either before their deployment or any time during their deployment in the Department.
- Failure to submit the relevant documents/registers pertaining to the Scavengers/Cleaner, Gardener & Security Guards deployed under the contract for inspection either to the statutory authorities or to Commercial Taxes Department when such request is made.

Deficiency in service, like not replacing the persons in place of absentees, Under performers, persons suspected of carrying out fraudulent transactions etc. whenever such requests remade by the Department within 7 days.

It is open to the Department to initiate the following penal actions against the agency on breach of any of the above terms:

- a) At first instance to issue warning notice clearly narrating the incident of breach asking the agency to submit its explanation and the action the agency is proposing to avoid repetition of such incident.
 - b) On the second instance to impose a penalty not exceeding Rs.25,000/-.
 - c) On subsequent instances to impose of penalty of Rs.50,000/- .If the same persists further, the contract will be terminated and the agency will be blacklisted after forfeiting EMD/SD.
 - d) This does not preclude the Department from 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.
34. The successful agency shall have an established office in Mysuru. 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.
35. The age of the Scavengers/Cleaner, Gardener & Security Guards posted by the agency is between **21-45 years**. They must be physically fit (medical fitness certificate to be enclosed). Scavengers/Cleaner, Gardener & Security Guards to be deployed by the Agency **must be literate**.
36. The Scavengers/Cleaner, Gardener & Security Guards deployed by the agency shall be the employees of the Agency concerned and they shall not have any connections with the employees of the department. The department will not be responsible for any unauthorized acts, damage/injury sustained by them in course of their work/duty.
37. It is the responsibility of the agency to thoroughly check the antecedents of the Scavengers/Cleaner, Gardener & Security Guards 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 will provide replacement for the person who is found unsuitable/remains absent, in the event of sickness, etc. at its own cost.

39. DURATION AND TERMINATION OF CONTRACT:

The duration of the contract is for a period of 12 months, extendable for a period of 6 months by mutual consent. However, the contract can be terminated by either party on three months prior written notice.

40. PREMATURE TERMINATION OF THE CONTRACT:

If the services of the Scavengers/Cleaner, Gardener & Security Guards deployed by the Agency are found not satisfactory and if any one of the conditions of the contract agreement is violated, the Department reserves the right to terminate the contract prematurely without assigning any reason therefore. In case of any dispute the jurisdiction of the court shall be at Mysuru.

41. SCOPE OF SERVICE

The office of the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru, in Mysore oversees administration of the various commercial tax enactments in Mysore Division. To maintain the cleanliness of the department building, and toilet on day to day basis. The scope of service is liable for alteration by way of deletions or additions at the discretion of the Department'.

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

The Functions of Scavengers/Cleaner, Gardener & Security Guards is broadly defined as follows:

- Scavengers/Cleaners and Gardner should attend office at 8.00 am
- Maintain the Cleanliness of office surrounding and outside gardens.
- Scavengers should maintain Building toilet cleanliness on day to day basis.
- Officer and officials instructions should be followed.
- Any other office duty given by the officer and officials.
- Working hours of the security guard should be round the clock i.e. in three shifts

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

43. 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.

44. 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.

45. SECURITY DEPOSIT/PERFORMANCE SECURITY

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

46. 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

In case any dispute or difference arises between the Department or its representative and the Agency on any matter within the scope of this contract, then either party shall forthwith give written notice of such dispute or difference to the other party and such dispute or difference shall be referred to the Joint Commissioner Of Commercial Taxes Commercial Taxes(ADMN), DGSTO, Mysuru.

47. ,whose decision will be final.

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 Commercial Taxes(ADMN), DGSTO, Mysuru.

48. The Department reserves the right to extend or foreclose the contract depending upon the exigency and the Agency shall continue to provide Scavengers/Cleaner, Gardener & 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.

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FINANCIAL BID FORMAT**Schedule - I(a)**

**OFFICE OF THE COMMERCIAL TAXES DEPARTMENT, GOVERNMENT OF KARNATAKA
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DGSTO,
MYSURE-570004**

Price Bid for deploying Scavenger/Cleaner , Gardener

Sl. No.	Particulars	Rate per person (Scavenger) per Month	Total Amount for 01 persons for 12 months	Total Amount for 15 persons for 12 months Rs	Rate per person (Gardener) per Month	Total Amount for 01 person(Gardener) for 12 months
01	Amount payable to the Scavenger/Cleaner, Gardener per month including all amounts payable towards ESI, PF and Statutory contributions/benefits and all amounts to be deducted /remitted towards statutory dues/payments					
02	Service charge of the Agency (minimum 1% mandatory)					
03	Applicable GST					
	Total: (Amount in words also)					

Date :

Place:

Seal & Signature of Bidder / Agency/ Contractor

Note: bidder shall enter the application charges and applicable GST for _____ months in e-Procurement Port

FINANCIAL BID FORMAT**Schedule - I(b)**

**OFFICE OF THE COMMERCIAL TAXES DEPARTMENT, GOVERNMENT OF KARNATAKA
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DGSTO,
MYSURE-570004**

Price Bid for deploying Security Guard

Sl. No.	Particulars	Rate per person (Security Guard) per Month	Total Amount for 01 persons for 12 months	Total Amount for 12 persons for 12 months Rs
01	Amount payable to the Security Guard_ per month including all amounts payable towards ESI, PF and Statutory contributions/benefits and all amounts to be deducted /remitted towards statutory dues/payments			
02	Service charge of the Agency (minimum 1% mandatory)			
03	Applicable GST			
	Total: (Amount in words also)			

Date:

Place:

Seal & Signature of Bidder / Agency/ Contractor

Note: bidder shall enter the application charges and applicable GST for _____ months in e-Procurement Port

GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT

**OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DGSTO,
MYSURE-570004**

PART-I

Tenders in two cover system duly uploaded by the Registered Manpower Supply Agencies will be received by the Joint Commissioner Of Commercial Taxes (ADMN), DGSTO, Mysuru for the following:

1. Nature of Service: PROVIDING SCAVENGERS/ CLEANER, GARDENER AND SECURITY GUARD TO THE OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DGSTO, Mysuru
2. EMD: Rs.1,32,000/- (One lakh Thirty Two Thousand only).
3. The bidders can view the tender details from the websites – <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in> For further information, please contact number **0821-2420367**
4. Tender documents shall be submitted online at e-Procurement portal.
5. The participating bidders will have to pay Earnest Money Deposit (EMD) of One lakh Thirty Two Thousand rupees through e-Procurement portal by any one of the 4 modes i.e. Credit Card, Internet Bank (Direct Debit), EFT (National electronic Fund Transfer) or OTC (remittance at the bank counter).
6. The validity of the offer shall remain open for a period of ninety days from the date of opening of tenders (financial bids). If any tenderer withdraws his tender before the said period or makes any modifications in the terms and the conditions of the tender, then the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
7. Final acceptance of the tender rests with the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru. who reserves the right to accept or reject any or all tenders without assigning any reason there for.
8. Submission of the tender by the Agency implies that these conditions of contract have been read and is aware of the scope of the service and the number of Scavengers/Cleaner, Gardener & Security Guards to be deployed.
9. Tenders will be opened in the presence of tenders or their authorized representatives, on the date & time specified here in.
10. Tenders not submitted in the prescribed form will be rejected. Tenders which propose any alterations in the service specified or containing other conditions of any sort will be rejected.
11. The 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.

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

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GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN),
DGSTO, MYSURU-570 004
Phone- 0821-2420367, Telefax: 2421877

PART-II

From:

To:

Sir,

**TENDER FOR PROVIDING SCAVENGERS/CLEANER, GARDENER & SECURITY GAURDS
TO THE OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMN), DGSTO, MYSURU -570 004.**

I/We do hereby tender Scavengers /Cleaner, Gardener and Security Guard to the office of the Joint Commissioner of Commercial Taxes (ADMN), DGSTP, Mysuru as per the quoted rates and in all respects in accordance with the conditions applicable.

**NATURE OF SERVICE: PROVIDING SCAVENGERS /CLEANER, GARDENER AND SECURITY GUARD
TO THE OFFICE OF THE JOINT COMMISSIONER OF
COMMERCIAL TAXES (ADMN), DGSTO, MYSURU.**

I/We have paid an amount of Rs. One Lakh Thirty Two Thousand through Credit Card/Internet Bank/NEFT/OTC towards EMD. I /we are aware that the EMD will not bear any interest. Should my/our tender is accepted; I/ we agree to pay 5% of contract value towards security deposit for the due fulfillment of the contract.

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

I/We hereby distinctly and expressly declare and acknowledge that before submission of this tender; I/We have carefully followed the instructions and I/we have made examination of contract documents and locations where the Scavengers, Security guards and Gardeners 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..... 2021

GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT

OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN),
DGSTO, MYSURU -570 004
Phone- 0821- 2420367, Telefax: 2421877

From:

To:

Sir,

DECLARATION

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

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

The requirements of the tender agreement stated herein will be fulfilled by me/usto the satisfaction of the Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru.

CONTRACTOR

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

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

Year	No. of Scavengers/Cleaner, Gardener & Security Guards personnel provided	Nature of duty	Approximate bill value in Rs.	Whether reflected in the balance sheet
2017-18				
2018-19				

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

3. Confirmation for providing Scavengers/Cleaner, Gardener & Security Guards personnel
 - a) Minimum **50 Scavengers/Cleaner, 25 Gardener & 50 Security Guards** personnel provided
: Yes/No
4. Office details in Mysore including the name of the contact person, designation, e-mail id & telephone number :

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