



**GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMIN) DVO-03
2nd Floor, TTMC, 'B' Block, BMTC Building, Shanthinagar Bangalore –560027.
Ph.: 080-22221048 /080-22221184**

No.DVO-03/ D1/CR/ 04/2014-15

Date: 05.05.2014

e-TENDER NOTIFICATION

The Joint Commissioner of Commercial Taxes (Admin), DVO-03 Bangalore in accordance with e-procurement procedure is inviting online e-Tender for providing Courier service for six months under two cover system/two parts (Techno Commercial Bid and Price Bid) from reputed technically competent agencies, registered in Karnataka State, who have adequate financial resources and experience.

Name of the work
Providing Courier service to the office of the Joint Commissioner of Commercial Taxes (Admin), DVO-3 located in 2 nd Floor, TTMC, 'B' Block, BMTC Building, Shanthinagar Bangalore 560027. and subordinate offices located in Bangalore city.

1. **EMD:** Rupees Twenty five thousands only.
2. The participating bidders will have to pay Earnest Money Deposit (EMD) through e-Procurement portal by any of the four modes, i.e. Credit Card, Internet Bank, NEFT or OTC.
3. **Price Bid:** The Service Provider should quote only the service charges and applicable service tax for providing the Courier service.
4. The bidder can view the tender details from the websites – <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in>
5. The Soft copies of the Tender Bid documents can be downloaded from e-Procurement portal consisting of Pre-Qualification Requirements (PQR) and eligibility criteria of bidders, scope of the service to be provided, terms and conditions of contract to be complied with by the agency/by the bidders registered with e-Procurement for e-Tendering.
6. The technical bid shall include the PQR documents as prescribed in **Schedule-I**. The financial bids shall include the duly filled **Schedule-II**. For more details, visit the web site <http://ctax.kar.nic.in> or contact Telephone No.s 080-22221048/080-22221184 or e-mail to jct3dvo@gmail.com
7. Both the Technical & Financial Bidding is through e-Tendering only. The bidders shall upload all the documents as per PQR for technical evaluation along with financial evaluation through online only. The qualified Technical Bidders only will be considered for Financial Bids.

Tender Accepting Authority : Joint Commissioner of Commercial Taxes (Administration), DVO-3, 2nd Floor, TTMC, 'B' Block, BMTC Building, Shanthinagar Bangalore –560027.

Tender inviting Authority: Joint Commissioner of Commercial Taxes (Administration), DVO-3, 2nd Floor, TTMC, 'B' Block, BMTC Building, Shanthinagar Bangalore –560027.

Appellate Authority : Commissioner of Commercial Taxes(Karnataka) Bangalore.**Calendar of events:**

a)	Last date for submission of query	08.05.2014	16.00 Hours
b)	Closing date for uploading the technical/financial bids	20.05.2014	17.00 Hours
c)	Opening of technical Bids the Joint Commissioner of Commercial Taxes (Admn),DVO-3 located in 2 nd Floor, TTMC, 'B' Block, BMTC Building, Shanthinagar Bangalore -560027.	22.05..2014	17.30 Hours
d)	Opening of financial Bids the Joint Commissioner Commercial Taxes (Admn),DVO-3 located in 2 nd Floor, TTMC, 'B' Block, BMTC Building, Shanthinagar Bangalore -560027.	24 .05.2014	16.00 Hours

Joint Commissioner of Commercial Taxes
(Administration), DVO-3 Shanthinagar
Banglore-560027.

Schedule-I

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

(i) The Agencies should have provided at least Courier service to 03 similar works executed to one or more State/Central Government Departments/organizations/undertakings/corporations/reputed companies for at least one financial year in last two 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 the Joint Commissioner of Commercial Taxes(Admn),DVO-3 located in 2nd Floor, TTMC, 'B' Block, BMTC Building, Shanthinagar Bangalore –560027.will verify the documents with the concerned wherever necessary. However, documents like service agreements work orders etc. will not be considered for the purpose)

(ii) The annual turnover of the Agency shall not be less than Rupees **50** Lakhs in any one of the last two financial years (i.e. 2011-12 and 2012-13). The agency shall upload a copy of the audited Balance Sheet and Profit and Loss Account duly certified by a Chartered Accountant for the years mentioned above as proof in this regard. (Documents like self-certification of turnover, certified income statement prepared for filing IT, etc. will not be considered).

(iii) The agency shall upload the copies of the following Documents:

- a) Service Tax Registration Certificate.
- b) Certificate of Enrolment/ Registration under Professions Tax Act.
- c) Copy of the PAN card of the agency.
- d) Any other registrations required as per the existing laws relating to providing Courier services.

(iv) Agencies whose contracts have been terminated / foreclosed by the employer during the last 3 years due to non-fulfillment of contractual obligations/ non-compliance of statutory 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.

2. Scope of Service:-

1. The Authorized representatives of Courier agency will collect parcels /letters from the offices working in this division in Bangalore city.

2. The Authorized representative of Courier agency will be required to furnish receipt regarding the collection of parcels /letters collected.

3. The Courier agency will arrange to deliver parcels/letters within 24 hours in the respective jurisdictions as specified in schedule -2 and return the duly served acknowledgements to the concerned offices with in 02days.

4. The Courier agency will ensure that all the parcels/letters are delivered to the recipient to whom it is meant for and attain proper acknowledgement and in no case it has to be delivered to anybody other than the right person.

5. The Courier agency will furnish proof of delivery of parcels /letters after getting signature of the recipient, his /her name and telephone number to the concerned offices. The Representatives of Courier Services will write the name and telephone of the recipients themselves.
6. The Courier agency will return the undelivered parcels/letters within one week time with reasons for non-delivery.
7. The agency should collect documents /parcels on all working days and on holidays if there are some urgent requirements.
8. The quantities mentioned in the financial offer are tentative for evaluation of tender only actual quantities may vary.
9. Tender quoting lowest service charges (including service tax payable thereon) will be selected.
10. The successful service provider shall sign an agreement as per the format specified in accordance with the terms and conditions laid down in the tender document.
11. The agencies shall submit a check list with details of documents on fulfillment of PQR conditions prescribed herein (i.e. for the points mentioned in the Sl. No. 1 (i) to (iv) above).
12. The Financial bids of the agencies which do not meet the Pre-Qualifying Requirements (Technical Bids) will not be considered.
13. The Joint Commissioner of Commercial Taxes (Admn), DVO-3, 2nd Floor, TTMC, 'B' Block, BMTC Building, Shanthinagar Bangalore -560027 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.
14. The second cover containing financial bid of only the qualified bidders will be opened.

* * * * *

TENDER DOCUMENT

THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DVO-3, BANGALORE

QUOTATION FOR ENGAGEMENT OF AGENCY FOR COURIER SERVICE OF THE JOINT
COMMISSIONER OF COMMERCIAL TAXES (ADMN), DVO-3, BANGALORE

TECHNICAL BID

1.Name & Address of the Tenderer Organisation/Agency with phone number, e-mail and name & telephone/mobile number of contract person		
2.Experience in the work of Courier Service Particulars of experience (Attach certificates, testimonials)		
3. Set-up of your Organization, clearly indicating details of manpower, available for performing this service: a) Is the establishment registered with the Government, Please give details with document/evidence. b) Do you have any license. Please provide details and attach a copy c) Undertaking of the bidder conforming the availability of the adequate man power with requisite experience for deployment.		
6. Please attach copy of last return of Income tax		
8. PAN No. (Please attach copy)		
9. Profession TAX No. (Please attach copy)		
10. Trade license No (Please attach copy)		
11. Service Tax Registration No (Please attach copy)		
12. Acceptance of terms and conditions attached.(Yea/No) Please sign each page of of terms and conditions as token of acceptance and submit as part of tender document.		
13. Power of Attorney/Authorization for signing the bid documents		
14. Please submit an undertaking that no case is pending with the police against the proprietor/firm/partner or the company (Bidder). Indicate any conviction in the past against the company/firm/partner.		
15	Delivery Schedule	Date & Time
a	Intra City-Bangalore, BBMP Limits	
b	Bangalore City to Outside Bangalore and vice versa	

Declaration by the Bidder

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Date:

Signature

Schedule – II**COMMERCIAL TAXES DEPARTMENT, GOVERNMENT OF KARNATAKA
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN.)
DVO-03, SHANTHINGAGAR, BANGALORE-560027****Financial Bid for deploying For Letters/Documents/Delivery****PART-A**

SLN	Particulars	Rate upto 250 gms	Add. 250 grams
01	Intra City – Bangalore, BBMP Limits		
02	Bangalore City to outside Bangalore and vice versa.		
03	Service Tax		
04	Total amount payable by the Department		

Date:

Place:

Seal & Signature of Bidder/Agency

GENERAL INFORMATION

1. Tenders shall be valid for a period of 90 days from the date of opening of second cover (financial bid).
2. Alternative tender will not be considered
3. Tender document is non-transferable.
4. Conditional tenderers are liable for rejection.
5. Tenders without or insufficient amount of EMD will be rejected.
6. Intending tenders can have detailed information from the office during office hours.
7. The Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 reserves the right to reject any or all tenders without assigning any reason.
8. The successful tenderer shall enter into an agreement with the Department on a non-judicial stamp paper of **Rs.200/-** (Rupees Two hundred only) in the format given in **Annexure-1** in accordance with the terms and conditions as specified in **Annexure-2** of the tender document.
9. Security deposit as prescribed in the contract document would be collected at the time of entering into agreement.
10. The bidder/agency shall submit their quotations in **Schedule-II** annexed to the tender documents.

RESPONSIBILITIES AND OBLIGATION OF THE COURIER AGENCY

1. It shall be the responsibility of the courier agency to promptly respond to Joint Commissioner of Commercial Taxes (Admn) DVO-03, Shanti Nagar Bangalore-560027 calls, Non-tampering of samples and documentation.
2. The material to be used and norms of packing of samples will be as advised by Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 from time to time for different products. The packing shall be undertaken at Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 premises.
3. Challans of consignment should specify with minimum details as follows:
 - a. Consignment No. & date
 - b. Nature of packing & weight
 - c. Consignor and consignee with Stamp & Signature
 - d. Any other details.
4. a) Proof of Delivery(Hence forth it is referred to as “ POD”) should invariably contain the consignee stamp & signature. Please mention apart from this the acknowledgement to delivery has to be obtained in the separate prescribed proforma as approved by the Joint Commissioner of Commercial Taxes (Admn DVO-03, Shanti Nagar Bangalore-560027 and shall be handed over to the concerned offices within 1 (one) day of the

delivery. whether any other proof of delivery other than POD is available (with supporting document)

b) Two copies of POD/Booking to be enclosed with the bill (one for Admn. & other copy to be handed over to concerned Department.)

c) Facilities to track through website should be available.

5. The Agency shall maintain a register/ document for the samples collected and packed in our office premises.

6. Staff deployed should be trained in packing and lifting goods and they should be of good conduct and physically fit for the work.

7. license, permit, consent, sanction, etc., as may be required or called for from/ by local or any other authority for doing such work has to be attained. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time of State or local Govt. as applicable to him or to this contract without any liability and responsibility to Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 whatsoever it may be.

8. The agency shall bear all taxes, rates charges, levies or claims, whatsoever, as may be imposed by the State. Central Government or any local body or authority. The agency shall furnish such proof of payment of compliance or the obligations including registration certificates, receipts licenses, clearance certificates etc. as may be required by the Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 from time to time.

9. The agency shall be responsible for compliance to the provisions of various labour and industrial laws relating to the personnel deployed by Courier Agency at the premises of Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 and any accident caused to them the Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 shall not be liable to bear any expense in this regard.

10. 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 the entering into agreement. The same shall be refunded to the agency after successful completion of service contract assignment.

11. In case of any changes of constitution of the Agency, the rights of Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 Bangalore should not suffer.

12. All personnel engaged by Agency shall not disclose the identification of the sample details to anyone. In case the same is proved, the stringent action shall be taken against the Agency.

13. A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 they shall work under directives and guidance of Joint

Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 and will be answerable to Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027. This will, however, not diminish in any way, the Agency's responsibility under contract to the Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027. A senior level representative of the Agency shall visit Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 officer dealing with services under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day-to-day functioning of the services shall be carried out in consultation with and under direction of Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027

14. The Agency shall discontinue the service if so desired by the Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 at any time without assigning any reason whatsoever.

15. The personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 / Govt. of India/ any State/or any Union Territory.

15. Good standard of services shall be maintained as indicated.

16. The Agency shall ensure that all personnel deployed for packing and lifting the materials/ samples is fully loyal-to and assist the Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 during normal periods as well as during strike and other emergencies for the protection of personnel and property of both moveable and immovable to the entire satisfaction of the Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027.

17. The Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 shall pay the agreed amount on production of monthly bill based on acknowledgement. No other charges of any kind shall be payable except as under the contract.

18. Before submission of the bill, the Agency shall ensure that the materials/ samples are properly delivered in good conditions and POD enclosed.

19. No request for making advance payment on any ground shall be entertained.

20. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.

21. The Income tax as applicable shall be deducted from the bill unless exempted by the Income tax Departments. Similarly, any other levies applicable will be deducted from the bill that are imposed by state Govt/Central Govt.

22. During the course of the contract period, the Agency shall deposit service tax at prevailing rates as per GOI norms.

23. The decision of Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

24. An agreement shall be signed with the successful agency as per specimen enclosed.

25. The Authorized Officer/ Committee of Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.

26. At the end of contract period/ Termination of the contract, the Agency shall handover the charge to the new service provider (appointed by Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027) without any hindrance In case of non-compliance, the Security Deposit shall be forfeited.

27. Penalty: In case of non-compliance of the terms and conditions of the contract, the Bureau reserves its right to impose penalty up to a maximum of 10% of the total annual value of contract during the period of operation.

28. Termination: The contract may be terminated by giving one months' notice, in case the agency.

- a. Assigns or sub-contracts any of this service.
- b. Violation/contravention of any of the terms and conditions mentioned herein.
- c. Does not improve the performance of the services in spite of instructions.
- d. Any violation of instructions/agreement of suppression of facts.

On termination of the contract, it shall be the responsibility of the agency to discontinue the services.

29. Arbitration: In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 The provisions of Arbitrator and Conciliation Act, 1996 shall be applicable.

37. Jurisdiction: In case of any dispute, the jurisdiction shall be the Court at Bangalore.

ANNEXURE-1

(To the tender document **No.DVO-03/ D1/CR/ 04/2014-15** dated **05/05/2014**)

FORM OF CONTRACT AGREEMENT

The agreement entered to this..... , 201 between Sri....., (hereinafter referred to as the “Contractor”) which term shall include their successors and legal representative and the Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanti Nagar Bangalore-560027 (hereinafter referred to as the “Joint Commissioner”) which terms shall include its successors and assigns as well as authorized representatives.

WHERE AS

1. The bid of(Contractor’s name) submitted for Courier Agencies was accepted by the Joint Commissioner subject to the Terms and Conditions detailed in the Tender Document **No.DVO-03/ D1/CR/ 04/2014-15** dated **05/05/2014**

2. The supplier having accepted the order was required to execute agreement and to furnish the Bank Guarantee towards the Security Deposit for the due fulfillment of the agreement.

3. The Contractor has furnished a Bank Guarantee bearing no. dated:..... in favour of the Joint Commissioner for a sum of Rs. -----/(Rupees only) towards the Security Deposit, for the fulfillment of agreement from the (Bank name) and has further agreed to renew it to the extent required to cover the full guarantee period under the agreement.

4. Now, this indenture witnessed and it is hereby agreed and declared as follows, that is to say, in consideration of payments to be made to the “Contractor” by the Joint Commissioner, the Contractor hereby covenants with the Joint Commissioner, that the Contractor shall duly the necessary courier servies as detailed provide_____

In witness whereof the parties to this agreement have signed this indenture in the presence of following witnesses

Contractor’s signature

(with seal)

Contractee signature

(with seal)

WITNESSES:

- 1.
- 2.