

ವಾಣಿಜ್ಯ ತೆರಿಗೆ ಜಂೞ ಆಯುಕ್ತರು (ಆಡಳಿತ), ವಿಭಾಗೀಯ ಸರಕು ಮತ್ತು ಸೇವಾ ತೆರಿಗೆ ಕಛೇರಿ, ವಾಣಿಜ್ಯ ತೆರಿಗೆ ಭವನ, ದೇವರಾಜ್ ಅರಸ್ ಬಡಾವಣಿ, 'ಎ' ಬ್ಲಾಕ್, ದಾವಣಗೆರೆ, ಪೋನ್ ನಂ. 08192-231359/254838,

ಸಂಖ್ಯೆ: ವಾತೆಜಂಆ(ಅ)/ವಿ.ಸ&ಸೇ.ತೆ/ದಾಗೆರೆ/ಸಿಆರ್/18–19.

ದಿನಾಂಕ:01.08.2018

## <u>ಮರು ಬೆಂಡರ್ ಪ್ರಕಟಣೆ</u>

ವಾಣಿಜ್ಯ ತೆಲಿಗೆಗಳ ಜಂಣ ಅಯುಕ್ತರವರ ಕಛೇಲಿ (ಆಡಳಿತ), ವಿಭಾಗೀಯ ಸರಕು ಮತ್ತು ಸೇವಾ ತೆಲಿಗೆ ಕಛೇಲಿ, ದಾವಣಗೆರೆ ವಿಭಾಗ, ದಾವಣಗೆರೆ ಹಾಗೂ ಅದರ ಅಧೀನ ಕಛೇಲಿಗಳಿಗೆ Personnel to perform Housekeeping and cleaning Services ಗೆ ಅರ್ಹ ಗುತ್ತಿಗೆದಾರಲಿಂದ ದ್ವಿ–ಲಕೋವೆ ಪದ್ಧತಿಯಂತೆ ನಿಬಂಧನೆ ಹಾಗೂ ಷರತ್ತುಗೊಳಪಟ್ಟು ಬೆಂಡರ್ ಕರೆಯಲಾಗಿದೆ ಹಾಗೂ ಬೆಂಡರ್ ವಿವರಗಳನ್ನು http://eproc.karnataka.gov.in ಹಾಗೂ ವಾಣಿಜ್ಯ ತೆಲಿಗೆ ಇಲಾಖೆಯ ವೆಬ್ಸ್ಯೆಟ್ http://ctax.kar.nic.in ಮೂಲಕ ಪಡೆಯಬಹುದಾಗಿದೆ. ಬೆಂಡರ್ಗಳನ್ನು ಸ್ವೀಕಲಿಸುವ ಅಧಿಕಾಲಿಯು ಯಾವುದೇ ಕಾರಣ ನೀಡದೇ ಬೆಂಡರ್ನನ್ನು ತಿರಸ್ಕಲಿಸುವ ಅಧಿಕಾರವನ್ನು ಹೊಂದಿರುತ್ತಾರೆ. ಹೆಚ್ಚಿನ ವಿವರಗಳನ್ನು ಈ ಕೆಳಗೆ ಸಹಿ ಮಾಡಿದ ಅಧಿಕಾಲಿಯವರ ಕಛೇಲಿ ಸಮಯದಲ್ಲ ಹಾಗೂ ಮೇಲ್ಡಾಣಿಸಿದ ವೆಬ್ಸ್ಯೆಟ್ ನಿಂದಲೂ ಸಹ ಪಡೆಯಬಹುದು.

The authorities and se	chedule for	bidding is as	under:
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I.	Designation and address of the procuring entity	Office Of The Joint Commissioner Of Commercial Taxes, (Admn) DGSTO, Vanijya Therige Bhavana, 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) DGSTO, Vanijya Therige Bhavana, 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) DGSTO, Vanijya Therige Bhavana, Devaraj Urs Layout, 'A' Block, Davanagere. Telephone : 08192-231359/254838.
IV.	Last date for submission of pre bid query	13/08/2018.

V.	Last date and time for receipt of bid	16/08/2018 at 5.00 PM
VI.	Date, time and venue for	18/08/2018 at 11.00 AM
	opening of technical bid;	at Room No 101, 1 <sup>st</sup> Floor,
		Vanijya Therige Bhavana, Devaraj Urs Layout,
		'A' Block, Davanagere.
VII	Date, time and venue for	20/08/2018 at 11.00 AM
	opening of financial bid;	at Room No 101, 1 <sup>st</sup> Floor,
		Vanijya Therige Bhavana, Devaraj Urs Layout,
		'A' Block, Davanagere.
VIII	Telephone No. and e-mail	08192-231359/254838
	ID for contact	e-mail ID : jcctadmndvg@gmail.com

Tender Inviting Authority

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



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

## No. JCCT/A/DGSTO/CR/2018-19

Date : 01.08.2018

The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davanagere is inviting through e-procurement portal for providing Housekeeping and cleaning Services 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 in Karnataka state who have adequate financial resource and experience.

1. Nature of Service

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Providing 13 No.s of Personnel to perform Housekeeping and cleaning Services in offices comes under JCCT (Admn), DGSTO, Davangere Division, Davangere as under:

છં. છે	ಕಟ್ಟಡದ ಹೆಸರು	ಕಛೇಲಿ ಹೆಸರು	ಶುಚಿತ್ವದಾರರ ಸಂಖ್ಯೆ	ವಲಯ
1.	ವಾಣಿಜ್ಯ ತೆಲಿಗೆ ಭವನ, ದೇವರಾಜ್ ಅರಸ್ ಬಡಾವಣೆ,ದಾವಣಗೆರೆ	ವಾಣಿಜ್ಯ ತೆರಿಗೆ ಜಂೞ ಆಯುಕ್ತರ ಕಛೇರಿಗಳು, ಲೆಕ್ಕಪರಿಶೋಧನಾ ಕಛೇರಿಗಳು, ಎಲ್.ಜಿ.ಎಸ್.ೞ.ಓ ಕಛೇರಿಗಳು ಹಾಗೂ ಜಾರಿ ಕಛೇರಿಗಳು	05	Zone-A
2.	ಕೆ.ಐ.ಎ.ಡಿ.ಇ ಪ್ರದೇಶ, ಕೆ.ಎಸ್.ಎಸ್.ಐ.ಡಿ.ಸಿ ಕಟ್ಟಡ, ಹರಪನಹಳ್ಳ ರಸ್ತೆ, ಹಲಹರ	ಎಲ್.ಜಿ.ಎಸ್.ಟಿ.ಓ-470, ಹಲಿಹರ	01	Zone-C
З.	ವಾಣಿಜ್ಯ ತೆರಿಗೆ ಭವನ, ಸಿ.ಕೆ.ಪುರ, ಕೆಳಗೋವೆ, ಚಿತ್ರದುರ್ಗ.	ಎಲ್.ಜಿ.ಎಸ್.ೞ.ಓ–480, ಚಿತ್ರದುರ್ಗ ಮತ್ತು ವಾ.ತೆ.ಸ.ಆ (ಲೆಕ್ಕಪರಿಶೋಧನೆ), ಚಿತ್ರದುರ್ಗ.	O1	Zone-B
4.	ಎನ್ ಆರ್ ಆರ್ ಆರ್ೇಡ್, ಚಳ್ಛಕೇರಮ್ಮ ದೇವಸ್ಥಾನದ ಎದುರು, ಬಳ್ಳಾರಿ ರಸ್ತೆ, ಚಳ್ಛಕೆರೆ	ಎಲ್.ಜಿ.ಎಸ್.ಚಿ.ಓ-485, ಚಕ್ಟಕೆರೆ	01	Zone-C
ົວ.	ಹೂಡಾ ಕಾಂಫ್ಲೇಕ್ಸ್, ಐ.ಆರ್. ಎಸ್ ರೋಡ್, ಹೊಸಪೇಟೆ.	ಎಲ್.ಜಿ.ಎಸ್.ೞ.ಓ–500, ಹೊಸಪೇವೆ ಮತ್ತು ವಾ.ತೆ.ಅ (ಲೆ.ಪ)–1 &2, ಹೊಸಪೇವೆ	O1	Zone-C

ಕ್ರ. ಸಂ.	ಕಟ್ಟಡದ ಹೆಸರು	ಕಛೇಲಿ ಹೆಸರು	ಶುಚಿತ್ವದಾರರ ಸಂಖ್ಯೆ	ವಲಯ
6.	ಇಟರಿ ರಸ್ತೆ, ರಾಮನಗರ, ಹಗಲಿಬೊಮ್ಮನಹಳ್ಳ.	ಎಲ್.ಜಿ.ಎಸ್.ೞ.ಓ–505, ಹಗರಿಬೊಮ್ಮನಹಳ್ಳಿ.	O1	Zone-C
7.	ವಾಣಿಜ್ಯ ತೆಲಿಗೆ ಭವನ, ಐ.ೞ ಎದುರು, ಕಿನ್ನಾಳ ರಸ್ತೆ, ಕೊಪ್ಪಳ	ಎಲ್.ಜಿ.ಎಸ್.ೞ.ಓ–510, ಕೊಪ್ಪಳ, ಮತ್ತು ವಾ.ತೆ.ಅ (ಲೆ.ಪ), ಕೊಪ್ಪಳ	O1	Zone-B
8.	ಸರ್ವೇಶ್ ಕಾಂಫ್ಲೇಕ್ಸ್, ಕೆ.ಎಸ್.ಆರ್.ೞ.ಸಿ ಬಸ್ ನಿಲ್ದಾಣದ ಹತ್ತಿರ, ಗಂಗಾವತಿ	ಎಲ್.ಜಿ.ಎಸ್.ೞ.ಓ–515, ಗಂಗಾವತಿ	01	Zone-C
9.	ಎಸ್.ಎನ್.ಆರ್., ಇಲ್ಡಂಗ್, 3 ನೇ ಅಡ್ಡ ರಸ್ತೆ, ಎಸ್.ಆರ್ ಲೇ ಔಬ್, ತುರುವನೂರು ರಸ್ತೆ, ಚಿತ್ರದುರ್ಗ.	ವಾ.ತೆ.ಉ.ಆ (ಲೆಕ್ಕಪರಿಶೋಧನೆ), ಚಿತ್ರದುರ್ಗ. ಮತ್ತು ವಾ.ತೆ.ಅ (ಲೆಕ್ಕಪರಿಶೋಧನೆ), ಚಿತ್ರದುರ್ಗ	01	Zone-B
	సుక	រប ដ	13	

The requirement of manpower may vary depending on the requirement of the department.

2. EMD :	Rs. 50,000/- (Rupees Fifty Thousand Only)
3. Mode of Payment :	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
4. Price Bid :	The Service provider should quote the rate for the supply of Housekeeping and cleaning services allowance as per minimum wages act including all statutory payments service charges and applicable service tax for providing the services.
5. Name of the Website :	The bidder can view the tender details from the websites <u>http://eproc.karnataka.gov.in</u> and <u>http://ctax.kar.nic.in</u> for further information please contact 08192-231359/254838
6. Tender inviting Authority	: Joint Commission of Commercial Taxes (Admn), DGSTO, Davangere Division, Davangere.

7. The Soft copies of the Bid documents can be downloaded from e-Procurement portal consisting of Pre-Qualification Requirements (PQR) and eligibility criteria of bidders, scope of the service to be provided, terms and conditions of contract to be complied with by the agency/by the bidders registered with e-Procurement for e-Tendering through e-procurement portal.

- 8. 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 tender withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender, The Joint Commissioner of Commercial Taxes (Admn) DGSTO, Davanagere division, Davangere shall, without prejudice to any other right or remedy, be at liberty to forfeit the EMD.
- The technical bid shall include the Pre-Qualification Requirements (PQR) documents as Prescribed in Schedule-I, self-confirmation in Schedule II. The financial bids shall include the duly filled Schedule-III. For more details visit website: <u>http://eproc.karnatka.gov.in</u> and <u>http://ctax.kar.nic.in</u>.
- 10. 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.
- 11. Final acceptance of the tender rests with the Joint commissioner of commercial taxes (Admin), DGSTO, Davangere Division, Davangere. Who reserves the right to accept or reject and or all tenders without assigning any reason therefor.
- 12. 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 Housekeeping and cleaning services to be deployed.
- 13. 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.
- 14. 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.
- 15. Security deposit: The successful agency should pay security deposit 5% of the value of the contract amount put to tender for due performance of the contract. Such security deposit carries no interest.
- 16. The successful agency is liable to comply with all laws applicable, including labour laws.
- 17. 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 forfeitures of EMD.
- 18. Applicable taxes, as per rules in force will be deducted from the bills payable to the agency.
- 19. Rejected Bidder's EMD shall be refunded.

## **Schedule-I**

#### 1. Pre-qualification requirements of Agencies/Bidders [PQR Conditions]

- i. The bidders should be having an experience of at least 3 years in providing Housekeeping and cleaning services 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, Davangere division, Davangere 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 bidder shall not be less than Rs.20.00 lakhs in anyone of the last three financial years (i.e. 2014-15, 2015-16 and 2016-17). The bidder 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 bidder shall upload the copies of the following Documents:
  - a. Certificate of Registration under the Employees State Insurance Act (ESI) Previous half yearly and yearly statements/returns submitted to ESI authorities for each employee.
  - b. Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner. Previous statement of yearly returns submitted to PF authorities for each employee.
  - c. GST Registration and Proof of Payment of GST returns till date.
  - d. Certificate of Registration under Professions Tax Act.
  - e. Copy of the PAN card of the bidder.
  - f. Any other registrations required as per the existing laws relating to providing of Manpower services
  - g. The Agency shall furnish a copy of the license issued by the Labour Department under the Contract Labour (Regulation and Abolition) Act, 1970.
  - h. The agency should file clearance certificate obtained from jurisdictional PF and ESI office where agency is located to the effect that they are regular and prompt in PF & ESI payments.
- iv. Bidders whose contracts have been terminated / foreclosed by any employer during the last 3 years due to nonfulfillment of contractual obligations/ noncompliance of statutory obligations are not eligible to bid. The bidder should clearly specify and submit letters in writing separately stating that they do not fall under this category.
- v. The EMD shall be payable in e-payment through Credit Card, Internet Bank, NEFT or OTC.

## <u>Schedule – II</u>

## Self-confirmation of the Bidder for PQR Evaluation

- 1. Confirmation for having experience of providing Housekeeping and cleaning services and other AMC services for minimum period of 3 years (please tick whichever is applicable) : Yes/No
- 2. List of department/organization/undertaking/corporation of the State/Central Govt. where the above services have been provided during the last 3 years in the under mentioned Format.
  - a) Name & address of the department/organization/undertaking/corporation.
  - b) Designation of official certifying the service with name and contact phone No.
  - c) Last 3 years details.

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

3. Office details in Davangere/any other city in Karnataka including the name of the contact person, designation, e-mail ID & telephone number.

Date:

Place:

Seal & Signature of Bidder/Agency

## <u>Schedule-III</u> (Reference purpose only)

Financial Bid deploying Housekeeping and cleaning Services.
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Sl. No.	Particulars	Amount per person per Mor		
		Zone-I	Zone-II	
01	Total remuneration per Housekeeping and cleaning person (as per Minimum Wages) including Statutory payments (ESI and EPF [Including employee and employer contribution], etc)			
02	Service charges of the Agency [including the taxes i.e, GST etc (in percentage only)]			
03	G.S.T			
04	Total amount payable by the Department			

Date :

Place :

Seal & Signature of Bidder/Agency

Note : 1) Tender will be awarded to the tenderer who quotes least service charges.

- 2) The successful L1 Agency in the financial bid shall submit remuneration details in the following format on call from the department.
- 3) Bidder should quote service charges in percentage to e-procurement portal only that will be considered.
- 4) Any price bid format uploaded in technical bid that bidder will be rejected

## **GENERAL INFORMATION**

- 1. Tenders shall be valid for a period of 90 days from the date of opening of second cover (Financial bid)
- 2. Alternative tender will not be considered
- 3. Tender document is non-transferable.
- 4. Conditional tenders are liable for rejection
- 5. Tenders without or insufficient amount of EMD will be rejected
- 6. Intending tenderers have detailed information from the office during office hours
- The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere division, Davangere reserves the right to reject any or all tenders without assigning any Reason.
- The successful tenderer shall enter into a contract agreement on a non-judicial stamp paper of Rs. 200/- (Rupees Two Hundred) in the format given m Annexure-I in accordance with the terms and conditions as specified Annexure-II of the tender document.
- 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 Housekeeping and cleaning services per month to the Agency including Profession Tax, PF, ESI and other statutory requirements.
  - 10. (a) The statement showing the earnings and disbursal of take home remuneration. Remittance of EPF and ESI for a particular month should be submitted by the agency with bill of next month to the office of the Joint Commissioner of Commercial Taxes (Admin)- DGSTO, Davangere division, Davangere to be eligible for payment along with documentary proof of payment of profession tax and GST as prescribed in Annexure 3A, 3B, 3C, 3D.
- 11. The Successful bidder shall provide the Housekeeping and cleaning services persons to premises of Department for Security of Assets of the department.
- 12. Payment by the service provide/agency to his/her personnel working in the Division of the Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere division, Davangere Shall be made crediting the amount to the individual Housekeeping and cleaning services account. No other mode of payment will be accepted by the office of the Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere division, Davangere. The statement of disbursal of salaries/remuneration for a particular month duly certified by the Bank Remittance of ESI, PF and GST challan should be submitted by the Agency with bills of next month to the office of the Joint Commissioner of Commercial Taxes (Admn), Davangere and to be eligible for payment.

- 13. In case more than one agency stands Ll, firstly, ISO certified Agencies will get preference over others, Secondly, the Agencies having higher turnover will get preference over others. However, the decision of the Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere division, Davangere is final.
- 14. 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.
- 15. 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.
- 16. The agency shall furnish Salary Slip to all its employees indicating Net Salary/Wages after deduction of statutory payments.
- 17. The Agency shall be responsible to full fill all statutory obligations such as remittances of GST, Profession tax, ESI & PF etc., in respect of each Housekeeping and cleaning service persons deployed under this contract.
- 18. The bidder/agency shall submit their quotations in Schedule III annexed to the tender document.
- 19. The agencies having local offices situated in particular division will be given preference.
- 20. The Housekeeping and cleaning persons deployed by the Agency shall not have any connections with the employees of the Department. The Agency shall be responsible for any un-authorized acts of the Housekeeping and cleaning persons and for any damage / injury sustained by them in the course of their work /duty. For any type of injuries during work, the agency is responsible for providing treatment/compensation as per Workman Composition Act 1923.
- 21. The Security deposit will be forfeited in case the declarations and information's submitted by the tenderer is found false.
- 22. The Agency shall disperse the salary of the deployed personnel within 5<sup>th</sup> of succeeding month without fail. They shall not wait for the bill clearance by the department.
- 23. Working hours of the personnel is 8.00 am to 04.00 pm on working days.
- 24. E.S.I & E.P.F accounts of the all deployed personnel shall be opened within one month time and all contributions shall be credited to their account immediately.

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

### GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING HOUSEKEEPING AND CLEANING SERVICES TO OFFICES COMES UNDER JOINT COMMISSIONER OF COMMERCIAL TAXS (ADMN), DGSTO, DAVANGERE.

- 1. The expression "service", "job" or "duty" used shall mean that Housekeeping and cleaning Services, required by this office and offices comes under the Joint Commissioner of Commercial Taxes (Admn) DGSTO, Davangere Division, Davangere.
- 2. The "Department" means the office of the Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere Division, Davangere.
- 3. "Agency/Contractor" means the agency to whom the work of providing Housekeeping and cleaning services is awarded.
- 4. "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.
- 5. "Deficiency in Service" means, not deploying the full contingent of the personnel requisitioned on time, non-replacement of personnel 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 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.
- 6. "Premises of Department" means this office and offices comes under Joint commissioner of commercial tax (Admn), DGSTO, Davangere Division, Davangere 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) DGSTO, Davanagere Division, Davangere or other authorized officers of the Department, as the case may be.
- 7. 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 Davangere.
- 8. 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.

- 9. 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.
- 10. 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, Mask, Cap, within period of 15 days.
- 11. The Agency shall maintain proper record pertaining to the personnel 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.
- 12. The' Agency shall maintain the personnel acquaintance/pay roll and other relevant particulars pertaining to deployed Housekeeping and cleaning and shall be made available for inspection by the officer of the Department and other statutory authorities as and when so required.
- 13. 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.
- 14. 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.
- 15. In case of any ambiguity or doubts with regards to the terms , clauses used in the tender documents clarification of the 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.
- 16. The agency shall remain liable for payment of all wages or other costs due to its employees under the minimum Wages Act, Works Men's Compensation Act, PF Act, ESI Act etc.
- 17. The Department shall not be held responsible or called upon to make good any incurred by Agency on account of factors beyond its control such as legal implications, accidents, illegal actions of the Persons deployed, etc., or for any reason whatsoever.
- 18. The scope of service is liable for alteration by way of deletions or additions at the discretion of the Department.
- 19. 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.
- 20. The Agency shall obey all relevant Central, State and local regulations and enactments pertaining to contract personnel and the Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere Division, Davangere shall have the right to inquire into and decide all complaints on such matters.
- 21. 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.

- 22. 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.
- 23. The Agency will be held responsible for- all the acts of the Housekeeping and cleaning services 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 Personnel deployed to all the concerned including Commercial Taxes Department.

### 24. 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 Housekeeping and cleaning services with in 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 Housekeeping and cleaning services 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.
- f) The Housekeeping and cleaning services persons 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 and should be able to reading and writing kannada. The Housekeeping and cleaning persons must be physically fit to perform the day to day cleaning activities.

ಆಯ್ಕೆಯಾದ ಹೊರಗುತ್ತಿಗೆ ಏಜೆನ್ಸಿ ತಮ್ಮ ಮಾಸಿಕ ಅಲ್ಲು ಸಲ್ಲಸುವಾಗ ಈ ಕೆಳಕಂಡ ದಾಖಲೆಗಳನ್ನು ಕಡ್ಡಾಯವಾಗಿ ಲಗತ್ತಿಸಿ ಸಲ್ಲಸಲು ಸೂಚಿಸಲಾಗಿದೆ.

- 25. ಪ್ರತಿ ಹೊರಗುತ್ತಿಗೆ ಏಜೆನ್ಸಿಯವರು ಇಲಾಖೆಗೆ ಮಾಹೆಯಾನ Invoice ನೀಡುವಾಗ ತಮ್ಮ ಸಂಸ್ಥೆಯ ESI ಹಾಗೂ PF Code ನಂಬರ್ಗಳನ್ನು ಕಡ್ಡಾಯವಾಗಿ Invoice ನಲ್ಲ ನಮೂದಿಸಿರತಕ್ಕದ್ದು.
- 26. Challan ಗಳಲ್ಲ S.B.I. ಬ್ಯಾಂಕ್ ನಿಂದ ನೀಡಲಾಗಿರುವ CRN ನಂಬರ್ ಇರಲೇಬೇಕು. ಇದರೊಂದಿಗೆ E.C.R. ಹಾಗೂ ಇಲಾಖೆಗೆ ಒದಗಿಸಲಾಗಿರುವ ನೌಕರರ ಹೆಸರುಗಳನ್ನು highlight ಮಾಡಲಾಗಿರುವ ಪಟ್ಟ ಇರಬೇಕು. ಈ ಮಾಹಿತಿಯನ್ನು ಆಯಾ ತಿಂಗಳು ಮುಗಿದ ತರುವಾಯ 15 ದಿನಗಳೊಳಗೆ ನೀಡಬೇಕು.
- 27. ಪ್ರತಿ ತಿಂಗಳ 'Salary register' ನ್ನು (Sheet ಗಳಲ್ಲ ಆದರೂ ಸಹ) Principal ಅಂದರೆ ಈ ಕಛೇರಿಗೆ Submit ಮಾಡಬೇಕು.

- 28. ಪ್ರತಿ ನೌಕರಲಿಗೆ P.F, E.S.I. ಹಾಗೂ UAN (Universal Account Number) ನಂಬರ್ಗಳರುವ "Wages Slip" ಗಳನ್ನು Principal ಮೂಲಕ ಪ್ರತಿ ತಿಂಗಳು ನೀಡಬೇಕು. ಅಂದರೆ ನೀವು ಅಂತಹ Slip ಗಳನ್ನು ಈ ಕಛೇಲಿ ಮೂಲಕ ಸಂಬಂಧಿಸಿದ ನೌಕರಲಿಗೆ ಪ್ರತಿ ತಿಂಗಳು ನೀಡಬೇಕು.
- 29. ಪ್ರತಿ ನೌಕರರಿಗೂ ಸಹ 12 ಸಂಖ್ಯೆಗಳ UAN Code ನ್ನು activation ಮಾಡಿಸಿ, ಸದರಿ UAN Code ನ್ನು ಈ ಕಛೇರಿಗೆ ಸಲ್ಲಸಬೇಕು. UAN Code ಸಹಾಯದಿಂದಲೇ ಸಂಬಂಧಿಸಿದ ಹೊರಗುತ್ತಿಗೆ ನೌಕರರು ತಮ್ಮ ಖಾತೆಗೆ ಜಮಾ ಅಗಿರುವ ಮೊತ್ತಗಳ ಮಾಹಿತಿ ತಿಳಿಯಲು ಸಾಧ್ಯವಾಗುವ ಹಿನ್ನಲೆಯಲ್ಲ ಈ ಮಾಹಿತಿ ಅತ್ಯಗತ್ಯವಾಗಿರುತ್ತದೆ.
- 30. PF ಗೆ ಸಂಬಂಧಿಸಿದಂತೆ UAN Number ಗಳನ್ನು ಹೊರಗುತ್ತಿಗೆ ಸಿಬ್ಬಂದಿ ಈಗಾಗಲೇ ಹೊಂದಿದ್ದಲ್ಲ ಅದೇ ನಂಬರ್ನನ್ನು ಮುಂದುವರೆಸಲು ಏಜೆನ್ಸಿ ಕ್ರಮಗೊಳ್ಳಬೇಕು.
- 31. ತಮ್ಮ ಸಂಸ್ಥೆಯೊಂದಿಗೆ ಮಾಡಿಕೊಂಡಿರುವ ಹೊರಗುತ್ತಿಗೆ ಕರಾರನ್ನು P.F, E.S.I. ಹಾಗೂ ಕಾರ್ಮಿಕ ಇಲಾಖೆಯ ಅಂತರ್ಜಾಲದಲ್ಲ ತಕ್ಷಣವೇ ಅಪ್**ಲೋಡ್ ಮಾಡಬೇಕು**.
- 32. E.S.I. ಗೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಮೊದಲ ತಿಂಗಳಲ್ಲಯೇ Temporary E.S.I. card ಗಳನ್ನು ತಪ್ಪದೇ ನೀಡತಕ್ಕದ್ದು. ಈಗಾಗಲೇ ಸಿಬ್ಬಂದಿಗಳು E.S.I. ಕಾರ್ಡ್ ಹೊಂದಿದ್ದಲ್ಲ ಅದನ್ನು ಮುಂದುವರೆಸಲು ಹಾಗೂ Smart card ಪಡೆಯಲು ಕ್ರಮಕೈಗೊಳ್ಳುವುದು.
- 33. ಹೊರಗುತ್ತಿಗೆ ಸಿಬ್ಬಂದಿಗಳ PF, UAN ನಂಬರ್ ಅನ್ವಯ Pass book ಖಾತೆಗಳಲ್ಲನ ಮೊತ್ತವನ್ನು ಪರಿಶೀಅಸಿ, ಸದರಿಯವರ ಖಾತೆಯಲ್ಲಸಂಪೂರ್ಣ ಮೊತ್ತ ಜಮಾ ಆಗಿದೆ ಎಂದು ದೃಢೀಕರಿಸುವುದು ಏಜೆನ್ಸಿಯ ಜವಾಬ್ದಾರಿಯಾಗಿರುತ್ತದೆ. ಅಂತಹ ಪಾವತಿ ಬಗ್ಗೆ ಸಂಬಂಧಿಸಿದ ಇಲಾಖೆ/ಕಛೇರಿ (ESI/PF) ಗಳಿಂದ ದೃಢೀಕರಣ ಪಡೆದು ಪ್ರತಿ ತಿಂಗಳು ಜಿಲ್ಲನ ಜೊತೆಗೆ ಲಗತ್ತಿಸುವುದು.
- 34. E.S.I. ಮತ್ತು P.F ಗಳನ್ನು Online ಪಾವತಿ / ಸಲ್ಲಕೆ ಮಾಡಿದ್ದಲ್ಲಯೂ ಸಹ ಸಂಬಂಧಿಸಿದ ಇಲಾಖೆ ಕಛೇಲಿಗಳಂದ ಅಂತಹ ಪಾವತಿ ಆಗಿರುವ ಬಗ್ಗೆ ದೃಢೀಕರಣವನ್ನು ಪಡೆದು ಪ್ರತಿ ತಿಂಗಳು ಚಿಲ್ಲನ ಜೊತೆಗೆ ಲಗತ್ತಿಸುವುದು.

### CONTRACTOR'S SIGNATURE (WITH SEAL)

### CONTRACTEE SIGNATURE (WITH SEAL)

### WITNESSES:

1.

2.

## 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 offence Rs.10,000/-
- c) On subsequent instance to impose of penalty of Rs.20,000/- for each offence. 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.
- e) The successful agency shall have an established office in Karnataka state. 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.
- f) It is the responsibility of the agency to thoroughly check the attendants of the Housekeeping and cleaning services deployed under this contract and shall be responsible for the good conduct of its staff while on duty as well as off duty.

## ANNEXURE -3 A

## Statement showing the details of payment of take home remuneration of Housekeeping and cleaning persons.

Housekeeping and cleaning services for the month of ------ be furnished every month with bills)

Name and address of the service provider/agency: Sl.No.	Name of the Housekeeping and cleaning persons.	Earnings	Deductions	Take home remuneration paid	Individual Bank A/c No. with name of the bank	Dates of payment made
а	b	с	d	e	f	g

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

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

Contractor's Signature

(With Seal)

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

## **ANNEXURE-3 B**

Name and address of the Service provider/Agency: EPF Registration No. :

(Amount in Rs.)

Name of the SI. Housekeeping			EPF Contribu	EPF payment	
31. No.	and cleaning persons	EPF A/c No.	Employee Contribution	Employer's Contribution	challan no. and date
а	b	С	d	е	f

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

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

Contractor's signature

(with seal)

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

### ANNEXURE-3C

## Statement showing the details of payment of ESI contribution of Housekeeping and cleaning services persons.

Housekeeping	and	cleaning	services	for	the	month	of
		(to be f	furnished eve	ry montl	n with bi	lls)	

Name and address of the Service provider/Agency:

ESI Registration No:

(Amount in Rs.)

S1.	Name of theSl.HousekeepingHousekeeping		ESI Contril	bution Paid	ESI payment challan no.
No	and cleaning persons.	ESI A/c No.	Employee contribution	Employer's Contribution	and date
a	b	с	d		e

Total amount of ESI contribution paid for the month of .....: Rs.....

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

Contractor's Signature

(with seal)

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

## **ANNEXURE-3D**

# Statement showing the details of payment of Service Tax of Housekeeping and cleaning services persons.

Name and address of the Service provider/Agency:

Service Tax Registration No:

(Amount in Rs.)

(Amount in Rs.) SL.No.	Name of the Housekeeping and cleaning Persons.	Service Tax Amount	Service Tax payment challan no. and date
а	b	С	d

Total amount of Service Tax paid for the month of .....: Rs.....

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

Contractor's Signature

(with seal)

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

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

## PART-I

To:

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

Sri,

### TENDER FOR PROVIDING HOUSEKEEPING AND CLEANING SERVICES PERSONS TO THE VARIOUS OFFICES IN DAVANAGERE, CHITRADURGA, BELLARY AND KOPPAL DISTRICTS INCLUDING HEAD OFFICE AT DAVANGERE.

I/we ...... do hereby tender for providing Housekeeping and cleaning services to the various offices of this department located in Davanagere, Chitradurga, Bellary and Koppal Districts including Head Office at Davanagere as per the quoted rates and in all respects in accordance with the conditions applicable.

### **NATURE OF SERVICE:** PROVIDING HOUSEKEEPING AND CLEANING SERVICES PERSONS TO THE VARIOUS DEPARTMENT OFFICES LOCATED IN DAVANAGERE, CHITRADURGA, BELLARY, AND KOPPAL DISTRICTS INCLUDING HEAD OFFICE AT DAVANAGERE.

I/We have paid an amount of Rs.50,000/- (Fifty Thousand Rupees only) through Credit Card/Internet Bank/NEFT/OTC towards EMD. I/We are aware that the EMD will not bear any interest. Should my/our tender is accepted, I/we agree to pay 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 Housekeeping and cleaning persons 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, stipulation, 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......2018.

### AGENCY/CONTRACTOR

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

To:

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

Sri,

#### **DECLARATION**

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

### **NATURE OF SERVICE**: PROVIDING HOUSEKEEPING AND CLEANING SERVICE PERSONS TO THE VARIOUS DEPARTMENT OFFICES LOCATED IN DAVANAGERE, CHITRADURGA, BELLARY, AND KOPPAL DISTRICTS INCLUDING HEAD OFFICE AT DAVANAGERE.

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

The requirements of the tender agreement stated herein will be fulfilled by me/us to the satisfaction of The Joint Commissioner of Commercial Taxes (Admn), DGSTO, Davangere division, Davanagere.

AGENCY/CONTRACTOR

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