

Security Guards



GOVERNMENT OF KARNATAKA

COMMERCIAL TAXES DEPARTMENT

OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES(ADMN.),

DIVISIONAL VAT OFFICE, Suvama Karnataka Vanijya Therige Bhavan, Gopalagowda
Extension, SHIVAMOGGA - 577205.

Telephone: 08182-258706/707, Telefax: 08182-258705

GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
DIVISIONAL VAT OFFICE, Suvarna Karnataka Vanijya Therige Bhavan, Gopalagowda
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No.JCCT(Admn)/SMG/Sec.Guard/2014-15

Dated: 21-08-2014

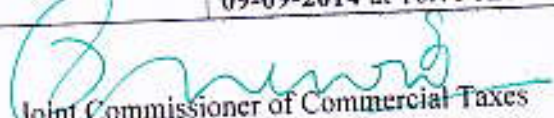
The Joint Commissioner of Commercial Taxes (Admn), D.V.O., Malnad Division, Shimoga is inviting Tender through e-Procurement portal for providing Security Guards to this Division, for one year i.e. 2014-15 under two cover system / two parts (Technical Bid and Financial Bid) from reputed manpower supply agencies, registered in Karnataka State, operating from KARNATAKA who have adequate financial resources and experience.

Sl.No.	providing Security Guards to the office of	No. of Personnel
1.	The Joint Commissioner of Commercial Taxes (Admn), D.V.O, Malnad Divison, Suvarna Karnataka Vanijya Terige Bhavana, Gopala Gowda Extn., Shimoga-577 205.	4
TOTAL :		4

1. AMOUNT PUT TO TENDER APPROX : Rs 450000/- (Rs FOUR LAKH FIFTY THOUSAND)
2. EMD: Rs.10,000/- (Rupees Ten Thousand only)
3. 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 Security Guards allowance as per Minimum Wages Act including all statutory payments, service charges and applicable service tax for providing the Security Guards.
5. The bidder can view the tender details from the websites – <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in>. For further information, please contact help desk phone number 081825-258707.
6. 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 Tendering through e-procurement portal.
7. The technical bid shall include the PQR documents. The financial bids shall include the duly filled **Schedule-III and Annexure-4**. Both the scanned technical and financial bids shall be uploaded up to **06-09-2014** The technical bid containing PQR documents will be opened on **08-09-2014** and Financial bid opened on **09-09-2014** For more details, visit the web site <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in>
8. 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.

Calendar of events:

a)	Closing date for uploading the technical / financial bids.	06-09-2014 upto 16.00 Hrs
b)	Opening of technical bids.	08-09-2014 at 16.10 Hrs
c)	Opening of financial / price bids.	09-09-2014 at 16.10 Hrs


 Joint Commissioner of Commercial Taxes
 (Admn), D.V.O., Malnad Divison, Shimoga.

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Tenders in two cover system duly uploaded by the Registered Manpower supply Agencies will be received by the Joint Commissioner of Commercial Taxes (Admn), DVO, Malnad Divison, shimoga for the following:

1. **Nature of Service** : PROVIDING SECURITY GUARDS TO THE OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), D.V.O., MALNAD DIVISION, SHIMOGA.

I(A). SCOPE OF SERVICE :

To give full security to this heritage Office Building and Vehicles, Generator Set, Assets and other valuable papers, to avoid misuse of office belongings, to restrict miscreants from entering the building and cause nuisance and also to give security to the officials of this office.

2. **EMD: Rs.10,000/- (Rupees Ten 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 any other information, please contact phone number 0182-258707/708.
4. The participating bidders will have to pay Earnest Money Deposit (EMD) of Rupees Fifteen thousand to be paid through e-Procurement portal through any 04 modes i.e. Credit Card, Internet Bank (Direct Debit), NEFT (National Electronic Fund Transfer) or OTC (remittance at the bank counter).
5. The validity of the offer shall remain open for a period of ninety days from the date of opening of tenders (financial bids). If any tenderer withdraws his tender before the said period or makes any modifications in the terms and the conditions of the tender, then the Joint Commissioner of Commercial Taxes (Admn), DVO, Malnad Divison, shimoga shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
6. Final acceptance of the tender rests with the Joint Commissioner of Commercial Taxes (Admn), DVO, Malnad Divison, shimoga who reserves the right to accept or reject any or all tenders without assigning any reason therefor.
7. Submission of the tender by the Agency implies that these conditions of contract have been read and is aware of the scope of the service and the number of Security Guards to be deployed.

8. Tenders not submitted in the prescribed form/formats will be rejected. Tenders which propose any Alterations in the service specified or containing other conditions of any sort will be rejected.
9. 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.
10. **Security Deposit** : The successful Agency should pay Security Deposit of **Rs.25,000/-** for the office equivalent to **5%** of the value of the contract amount put to tender for due performance of the contract.
11. The successful agency is liable to comply with all laws applicable, including labour laws.
12. 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.
13. Applicable taxes, as per rules in force will be deducted from the bills payable to the agency.
14. Rejected Bidder's EMD shall be refunded without any interest through e-portal, with in eight weeks after the Financial bid opened.

GENERAL INFORMATION

1. Tenders shall be valid for a period of 90 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 have detailed information from the office during office hours
7. The Joint Commissioner of Commercial Taxes (Admn), DVO, Malnad Division, Shimoga 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)** in the format given in **Annexure-I** in accordance with the terms and conditions as specified in **Annexure-II** 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 rates quoted should be the rate of service charges payable per Security Guard per month to the Agency including Professional Tax, PF, ESI and other statutory requirements.
- 10(A). The statement showing earnings and disbursal of take home remuneration, remittance of EPF and ESI for a particular month should be submitted by the Agency with bills of next month to the office of the Joint Commissioner of Commercial Taxes (Admn), Malnad Division, Shimoga to be eligible for payment along with documentary proof of payment of profession tax and service tax as prescribed in **Annexure-3A, 3B, 3C and 3D**.
11. The bidder / agency shall submit their **FINANCIAL BID** in **Schedule-III** and **Annexure – 4** annexed to the tender document.
12. The successful bidder shall provide the Security Guard to premises of Department for Security of Assets of the department.
13. Payment by the service provider/agency to his/her personnel should be credited to their individual Security Guards's account. No other mode of payment will be accepted. The statement of disbursal of salaries/remuneration for a particular month duly certified by the Bank Remittance and ESI, EPF and Service Tax remitted details/ documents/ challan should be submitted by the Agency with bills to office of the Joint Commissioner of Commercial Taxes (Admn) DVO, Malnad Division, Shivamogga, Within 10 th of following month for further procedure of payment.

Without complete and proper documents bill will not be considered for payment.

14. In case more than one agency stands LI, ISO certified Agencies and the Agencies having higher turnover will get preference over others. Regarding this, Final decision will be of The Joint Commissioner of Commercial Taxes (Admn) DVO, Malnad Division, Shivamogga.
15. The duration of the contract is for 12 months, extendable for any other period
By mutual consent with the same terms and conditions of the agreement executed.
- 15(a) However, Joint Commissioner of Commercial Taxes (Admn) DVO, Malnad Division, Shivamogga, reserves the rights to terminate the contract as per conditions mentioned in the termination clause in the tender document.
- 15(b) However, the contract can be terminated by advance three months' notice by the agency with proper explanations.
16. The Agency should not sublet the contract. Otherwise the contract will be terminated at the risk and cost of the contractor concerned.
17. The Agency shall furnish salary slip to all its employees indicating Net Salary / Wages and deduction of statutory payments.
18. The Agency shall be responsible to fulfill all statutory obligations such as remittances of Service tax, Profession Tax, ESI/PF etc., in respect of each Security Guard deployed under this contract.
19. Working hours of the Security Guards should be round the clock i.e., in two shifts and one persons in each shift.

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SCHEDULE-I

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

TECHNICAL BID

NOTE: 1) The participants should upload the below documents/ copies attested by gazetted officer or Notary
2) Uploaded copies / Documents should be clearly visible, otherwise will be liable to reject.

- i. The agency should have the following Registrations, which are valid during the contract period and along with following documents. Upload the attested copies of the same:
 1. Firm/ Agency should be registered under relevant law of India/Karnataka
 2. Registration Certificate of the establishment issued by the Labour department, Government of Karnataka,
 3. Certificate of Registration under the Employees State Insurance Act (ESI) along with last year (2013-14) ESI paid details (challans etc.)
 4. Provident Fund Registration Certificate (EPF) issued by the Regional Provident Fund Commissioner along with last year (2013-14) EPF paid details (challans etc.)
 5. Service Tax Registration Certificate with clearance certificate up to 31-03-2014, by the competent authority
 6. Certificate of Registration under Professional Tax.
 7. Copy of the PAN card of the agency/firm.
 8. IT return documents for the year 2013 and 2014
 9. The annual turnover of the Agency should not be less than Rupees 10 Lakhs in the last two financial years (i.e. 2012-13 and 2013-14). The agency shall upload a copies of the Balance Sheet and Profit and Loss Account attested by the registered chartered accountant.
 10. Certificate of Registration i.e. licence issued by Department of Police, Government of Karnataka.
 11. Agency should provide Notary affidavit declaration as the Agency was not Block listed by any firm/govt/organizations etc.
 12. Agencies located at Shivamogga, will be given priority.
 13. Uploading experience certificates should be of relevant field only.
The Agencies should have provided at least 15 Security personnel to one or more State/Central Government Departments/organizations/undertakings/corporations for the last two financial years and should have rendered services satisfactorily.(Documentary proof in the form of certificate issued by the department / organization /undertaking for satisfactory services rendered shall be scanned and uploaded. However, documents like service agreements work orders etc. will not be considered for the purpose)
 14. Upload duly filled and signed ANNEXURE-5 AND ANNEXURE- 6 by the agency/firm/bidder.
 15. Any other registrations required as per the existing laws relating to providing manpower services. (copies of certificates should be uploaded)

Remuneration and Statutory Payments

FINANCIAL BID

- (a) The CTD will pay the total remuneration of **Rs.6,663-00** per month for each Security Guard at Belgaum Division, Belgaum. It will not be open to revision, even if the minimum wages are increased during the year, as the stipulated fee has been kept higher than the minimum wages.
 - (b) The CTD will contribute employer's share of **EPF of Rs.906-00 @ 13.61% on Rs.6663-00 and ESI of Rs.316-00 @ 4.75%** on the total remuneration.
 - (c) The CTD will also provide Service Tax of **Rs.974-00** per month, per **Security Guard @ 12.36% on Rs.7885-00 (total remuneration of Rs.6,663-00 + EPF of Rs.906-00 + ESI of Rs.316-00)** which shall be remitted by the Agency to the concerned authority.
 - (d) The Agency shall deduct at source towards employee's shares of **EPF of Rs.800-00 @ 12% on Rs.6663-00 and ESI of Rs.117-00 @1.75%** on total remuneration and remit to the respective authorities along with the employer's shares as at (b) above.
 - (e) Take-home remuneration of **Rs.5746-00** per month shall be paid by the Agency to the individual Bank Account of Security Guard through e-payment subject to working of full month.
 - (f) Any changes / variations in statutory levies / contributions in respect of EPF, ESI, Service Tax, etc., are to be suitably modified.
 - (g) The above payments of take home remuneration, Employer and Employee share of EPF and ESI, Service Tax shall be confirmed by Service Provider / Agency on a monthly basis by producing documentary proof.
1. **The Financial bids of the agencies which do not meet the Pre-Qualifying Requirement (Technical Bids) will not be considered.**
 2. The Joint Commissioner of Commercial Taxes (Admn), DVO, Malnad Division, Shivamogga shall EVALUATE the PQR documents of the agencies.
 3. **Financial Bid shall be uploaded in the formats Schedule-III and annexure-4**
 4. All payments shall be made in Indian Rupees.
 5. Zero or Freak rate or abnormal service charge quoted proposals will be rejected.

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SCHEDULE - II

Self-confirmation of the tenderer for PQR Evaluation

1. Confirmation for having experience of providing Security Guards services for minimum period of 2 year (please tick whichever is applicable) : Yes / No
2. List of department / organization / undertaking / corporation where services of 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 Security Guard personnel provided	Nature of duty	Approximate bill value in Rs.	Whether reflected in the balance sheet
2012-13				
2013-14				

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

3. Confirmation for providing Security Guards personnel
 - a) Minimum 30 Security Guards personnel provided : Yes / No
4. Office details in Karnataka including the name of The contact person, designation, e-mail ID & Telephone number :

Contractor signature
(with seal)

Schedule - III
GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT,
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN),
VAT DIVISION, BELGAUM.

FINANCIAL BID FOR DEPLOYING SECURITY GUARDS

Sl. No.	Particulars	Rate per person per month	Total Amount for 04 persons for 12 months Rs.
1	Total remuneration for Security Guard	Rs.6,663-00	Rs.3,19,824-00
2	Statutory payments by CTD (Employer's share of ESI, EPF and Service Tax)	Rs.2,196-00	Rs.1,05,408-00
3	Service charges of Supply Agency (inclusive of Service Tax payable thereon) per Security Guard	To be quoted by the bidder (in percentage)	To be quoted by the bidder (in percentage)
4	Total Amount payable by the Department		

Date :

Place :

Seal & Signature of Bidder / Agency

Note : Note : 1) Bidder shall enter only **service charges** and applicable **service tax** their on for each person per month and 6 persons for 12 months.

2) A sample sheet of estimated take home remuneration and other costs per month per employee is appended as **Annexure-4** for the reference of bidders.

3) Rates will be quoted in figures as well as in words, finally the rates will be considered of mentioned in words.
the reference of bidders.

4) Rate/ Service charge should be quoted in percentage.

ANNEXURE-1

(To the tender document No.JCCT(Admn)/DVO/Sec.Guard/2014-15 Date :)

FORM OF CONTRACT AGREEMENT

The agreement entered to this day of 2014 between Shri....., (here in after referred to as the "Contractor") which term shall include their successors and legal representative and The Joint Commissioner of Commercial Taxes (Admn), DVO, Malnad Division, Shimoga (here in after 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 the supply 4 Security Guards was accepted by the Joint Commissioner of Commercial Taxes (Admn), D.V.O., Malnad Division, Shimoga subject to the Terms and Conditions detailed in the Tender Document No.JCCT(Admn)/DVO/Sec.Guard/2014-15 Dated : 15-07-2014.
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 of Commercial Taxes (Admn), D.V.O., Malnad Division, Shimoga for a sum of Rs.20,000/-(Rupees twenty thousand 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 provide 4 (Four) Security Guards for the price of Rs.....(Rupees.....) with educational and other qualifications in accordance with the terms and conditions as specified in ANNEXURE-2 forming part of this agreement.

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.

ANNEXURE-2

GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING SECURITY GUARD TO OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMINISTRATION) VAT DIVISION, SHIMOGA

1. The expression "service", "job" or "duty" used shall mean that Security Guard services, required by the office of the Joint Commissioner of Commercial Taxes (Admn), D.V.O., Malnad Division, Shimoga
2. The "Department" means the office of the Joint Commissioner of Commercial Taxes (Admn), D.V.O., Malnad Division, Shimoga
3. The "Agency/Contractor" means the Agency to whom the work of providing Security Guard is awarded.
4. "Security Guards" means, Security Guards deployed by the Agency.
5. "Notice in Writing" shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by courier/ registered post to the declared business address of the Agency.
6. "Deficiency in service" means, not deploying the full contingent of the personnel requisitioned on time, non-replacement of personnel who are found to be un-suitable, failure to provide suitable replacement to the absentees, non-payment of wages within the time prescribed, short payment of wages, short remittance of statutory payments, failure to submit the relevant details of the personnel deployed to the Department, failure to submit/file statutory statements/returns as per the requirement of the applicable laws and violation of any of the condition in the contract agreement.
7. "Premises of Department" means the office of the Joint Commissioner of Commercial Taxes (Admn), Malnad Division, Suvarna Karnataka Vanijya Terige Bhavana, Gopala Gowda Extension, Shimoga-577 205 whenever in this contract the words "Directed", "Required", "Ordered", "Desired", "Considered", "Necessary", or like words are used, it shall be understood as the directions, requirements, permissions, order, etc. of the Joint Commissioner of Commercial Taxes (Admn), D.V.O or other authorized officers of Division / Department, as the case may be.
8. **Qualification of Security Guards :** Security Guards to be deployed by the agency must be literate and know how to operate Diesel Generator Set. Their age must be between **21 and 50 years**. They must be physically fit enough to keep strict vigil over the security of the department. Suitability of the Security Guards will be decided by the Joint Commissioner of Commercial Taxes (Administration), DVO, Malnad Division, Shimoga .
9. For all the matters arising out of this contract either between the agency and the Department the court shall be at **Shivamogga** only.

10. The Security Guards deployed by the Agency shall be the employees of the Agency concerned. The Department will not be responsible for any un-authorized acts of the Security Guards and for any damage/injury sustained by the Security Guards in the course of his work/duty.
11. The Contractor shall make the payment of wages/salaries to Outsourced Security Guards through their Bank Account only and shall arrange to remit all statutory deductions like professions Tax, ESI/PF to the designated authorities along with the Agency's contribution as per law at the applicable rates within the stipulated time limits.
12. The Agency shall also produce the documents of PF/ESI contribution paid towards each employees, 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 failed to do so, it will be a breach of contract and the Department at its discretion to terminate the contract. The Agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws.
13. The Agency shall submit the PF and ESI remittance challans of the Outsourced Security Guards, under this contract separately with specific remittance details of PF and ESI contributions and Service tax to the statutory authorities at the agreed rates along with the subsequent monthly bills and The required relevant documents if any, asked by the Department.
14. The Agency shall disburse the salary to its personal deployed as quoted in Schedule-I annexed to the tender documents. The Agency shall further agree that it would make timely payment of wages to its employees without un-authorized deductions and shall also be responsible to fulfil all statutory obligations such as remittance of PF/ESI etc. In respect of its Outsourced Security Guards's under this contract. If it fails to do so, it will be a breach of contract and the Department at its discretion can terminate the contract. The Agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws.
15. The agency shall issue Uniform, torch, boots and Photo ID cards with the agency's Logo & Name and Designation of the employee and etc to all its Outsourced Security Guards within a period of 15 days by the Agency's cost and Agency deployed Outsourced Security Guards will not be provided food and Accommodation facility from the Department.
16. The Agency should maintain proper record pertaining to the Security Guards deployed including the wage slips of disbursement of wages, acquaintance / pay roll, remittances of statutory payments to the various statutory authorities and present the same to the Department/Officers of the concerned authorities whenever called for and Security Guards and shall be made available for inspection by the officer of the Department and other statutory authorities as and when so required.
17. If any personnel employed by the Agency are considered undesirable by the Department, it shall be the responsibility of the Agency to remove them from the work /replace the said person immediately. Such persons cannot be re-deployed by the Agency for any other work of the Department without the specific permission of the Department.
18. The Agency should not sublet the contract, if so the contract will be terminated at the risk and cost of the contractor concerned.
19. In case of any ambiguity or doubts with regard to the terms, clauses used in the tender documents, clarifications should be Department in all such matters shall be final and binding on the Agency.
20. The agencies shall take care while submitting the rates to each Security Guards by incorporating prevailing minimum wages, applicable statutory payments, uniform and administrative expenses etc.

21. The Agency shall remain liable for payment of all wages or other costs due to its employees under the minimum wages Act, Work Men's Compensation Act, PF Act, ESI Act etc.
22. 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 impediments, accidents, illegal actions of the Security Guards deployed, etc., or for any reason whatever.
23. The scope of service is liable for alteration by way of deletions or additions at the discretion of the Department.
24. 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.
25. 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), DVO, Malnad Division, Shivamogga shall have the right to enquire into and decide all complaints on such matters.
26. If the Agency fails to provide the Security Guards services satisfactorily during the tenure 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.
27. The antecedents of the personnel deployed by the Agency 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.
28. The Agency will be held responsible for all the acts of the 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 Security Guards to all the Concerned including Commercial Taxes Department.
29. The Agency should have provided at least **15 Security Guards** to one or more State/Central Government Organizations undertakings/Corporation for the last two years and should have rendered services satisfactorily.

30. BREACH OF TERMS AND CONTRACT

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

- a. Failure to deploy the required number of Security Guards within the prescribed time limit.
- b. Failure to make/submit details/proof of Salary, PF, ESI, Service tax and other any statutory remittances in respect of any of the personnel deployed by the agency at the prescribed rate of wages within the prescribed time limit.
- c. Deduction from the salary payable to the personnel deployed, of any amount not being any statutory levy or contribution, and collection of any amount either directly or indirectly from the personnel deployed as commission or fee or any other amount either before their deployment or any time during their deployment in the Department.

- d. Failure to submit the relevant documents/registers pertaining to the Security Guards 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, underperformers, persons suspected of carrying out fraudulent transactions etc. Whenever such requests are made by the Department.

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

- (a) At First instance to issue warning notice clearly narrating the incident of breach asking the Agency to submit its explanation and the action the Agency is proposing to avoid repetition of such incident.
 - (b) On the Second instance to impose a penalty upto **Rs.10,000/-**.
 - (c) On the Third instance to impose of penalty of **Rs.15,000/-**. If the same persists further, the contract will be terminated and the agency will be blacklisted after forfeiting Security Deposit/EMD.
 - (d) This does not preclude the Department from recovery of the directly attributable losses on account of the actions of an employee of the agency from any available legal options including forfeiture of security deposit.
31. 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.
32. The personnel/Security Guards deployed under this contract shall have good personality and should be presentable and pleasant in their manners. They should be able to identify important officers of the Department. The age of the Security Guards posted by the agency should within age of **21 to 50** years. The Security Guards deployed should be properly briefed by the agency regarding the activities of the Department and the scope of service expected from them and the same shall be checked periodically if need be, with occasional visits by the senior officers of the Agency for their effective functioning.
33. It is the responsibility of the Agency to thoroughly check the antecedents of the Security Guards deployed under this contract and the Agency alone shall be responsible for the good conduct of its staff while on duty as well as off duty.
34. The Agency should carefully examine the Tender Document, risks and responsibilities involved and offer the rates. Once the rates are accepted, the Department will make payment to the Agency at the same rate and will not entertain any other claim of agency for any reason of whatsoever.
- 35. 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.
For the absent/ unauthorized absent period of outsourced personnel, wages corresponding to that period will be deducted.
- 36. DURATION AND TERMINATION OF CONTRACT:**
The duration of the contract is for a period of 12 months, extendable for further period by mutual consent.
However, Department reserves the right to terminate the Contract at any stage, if it is found breach of contract.
However, the contract can be terminated by the agency on three month's prior written notice.
- The Department reserves the right to terminate the Contract on the guidelines/orders received from the State office about termination.

37. PREMATURE TERMINATION OF THE CONTRACT:

If the services of the personnel deployed by the Agency are found not satisfactory and if any one of the conditions of the contract agreement is violated, the Department reserves the right to terminate the contract prematurely without assigning any reason therefor. In case of any dispute the jurisdiction of the court shall be at Shivamogga only.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

Any dispute between the parties as to matters arising pursuant to this contract, which cannot be settled amicably within thirty (30) days after receipt by one of the party's request for such amicable settlement may be submitted by either party for settlement to arbitration mutually agreed by either parties. The arbitration shall be held in Shivamogga only.

If either party fail to arrive at an agreement on the arbitration, the same may be submitted for arbitration in accordance with the existing Arbitration Laws of the country.

38. SECURITY DEPOSIT/PERFORMANCE SECURITY

The Agency shall deposit an amount of Rs.25,000 /- as security deposit/performance security in the form of Bank Guarantee at the time of entering into agreement. The same shall be refunded without interest to the Agency after successful completion of service contract assignment.

39. 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 Agency shall forthwith give written notice of such dispute or difference to the Department and such dispute or difference shall be referred to the Joint Commissioner of Commercial Taxes (Admn), DVO, Malnad Division, Shivamogga whose decision will be final.
40. To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode of procedure and carrying out the work, the decision of the Joint Commissioner of Commercial Taxes (Admn), DVO, Malnad Division, Shivamogga shall be final and binding on the Agency.
41. The Department reserves the right to extend or fore close the contract after the closing period of contract. If the Agency interested and continue to provide Security Guards on the same terms and conditions of the contract during the extended period in the event of any extension given.
42. 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.
43. The arrangement between the agency and the Department is on Principal to Principal basis and neither of them shall be treated as the agent of the other.

CONTRACTOR'S SIGNATURE
(WITH SEAL)

CONTRACTEE SIGNATURE
(WITH SEAL)

WITNESSES:

1.

2.

ANNEXURE – 3(A)

(To the tender document No.JCCT(Admn)/SMG/Sec.Guard/2014-15 Date : 18-07-2014)

Statement showing the details of payment of take home remuneration of Security Guard

Security Guard for the month of
(to be furnished every month with bills)

Name and address of the Service provider / Agency :

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

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

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

Contractor's signature
(with seal)

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

ANNEXURE – 3(B)

(To the tender document No.JCCT(Admn)/SMG/Sec.Guard/2014-15 Date : 18-07-2014)

Statement showing the details of payment of EPF contribution of Security Guard

Security Guards for the month of
(to be furnished every month with bills)

Name and address of the Service provider / Agency :

EPF Registration No. :

Sl. No.	Name of the Security Guards	EPF A/c No.	EPF Contribution Paid		EPF payment challan no. and date
			Employee Contribution	Employer's Contribution	
a	b	c	d	e	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 EPF Authorities for having remitted the above payments should be enclosed)

ANNEXURE – 3(C)

(To the tender document No.JCCT(Admn)/SMG/Sec.Guard/2014-15 Date : 18-07-2014)

Statement showing the details of payment of ESI contribution of Security Guard

Security Guards for the month of
(to be furnished every month with bills)

Name and address of the Service provider / Agency :

ESI Registration No. :

Sl. No.	Name of the Security Guards	ESI A/c No.	ESI Contribution Paid		(Amount in Rs.)
			Employee Contribution	Employer's Contribution	ESI payment challan no. and date
a	b	c	d	e	f

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 ESI Authorities for having remitted the above payments should be enclosed)

ANNEXURE – 3(D)

(To the tender document No.JCCT(Admn)/SMG/Sec.Guard/2014-15 Date : 18-07-2014)

Statement showing the details of payment of Service Tax of Security Guard

Security Guards for the month of
(to be furnished every month with bills)

Name and address of the Service provider / Agency :

Service Tax Registration No. :

(Amount in Rs.)

Sl. No.	Name of the Security Guards	Service Tax Amount	Service Tax payment challan No. and date
a	b	c	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 Service Tax Authorities for having remitted the above payments should be enclosed)

ANNEXURE – 4

(To the tender document No.JCCT(Admn)/SMG/Sec.Guard/2014-15 Date : 18-07-2014)

ESTIMATED MINIMUM TAKE HOME REMUNERATION FOR SERVICES OF SECURITY GUARD PROCURED AT BELGAUM

* * * * *

Amount payable by CTD :

1) Total remuneration per Security Guard per month	Rs. 6,663=00
2) EPF @13.61% on Rs.4460/- (Employer's share)	Rs. 906=00
3) ESI @4.75% on Sl. No.1 (Employer's share)	Rs. 316=00
4) Service Tax @12.36% on Sl. No.1, 2 & 3	Rs. 974=00
5) Service charges for the supplier agency will be extra (inclusive of Service Tax thereon)	Rs.=00 _____
6) Total : Amount per Security Guard per month (1+2+3+4+5) (Rs.8,524 + Sl. No.5)	_____

Take home remuneration of a Security Guard :

1) Total remuneration per Security Guard per month	Rs. 6,663=00
2) EPF @12% on Rs.6663/- (Employee share)	Rs. 800=00
3) ER ESI @1.75% on Rs. 6663/- (Employee share)	Rs. 117=00
4) Take home remuneration per month [1-(2+3)]	Rs. 5,746=00

* * * * *

ANNEXURE -5

GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
DIVISIONAL VAT OFFICE, Suvarna Karnataka Vanijya Therige Bhavan, Gopalagowda
Extension, SHIVAMOGGA - 577205

Telephone: 08182-258706/707, Telefax: 08182-258705

PART-II

To :

The Joint Commissioner of Commercial Taxes (Admn),
D.V.O., Malnad Division, Suvarna Karnataka Vanijya
Terige Bhavana, Gopala Gowda Extension,
Shimoga-577 205.

Sir,

**TENDER FOR PROVIDING SECURITY GUARDS TO THE OFFICE OF THE
JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), D.V.O., MALNAD
DIVISION, SHIMOGA..**

I / We do hereby tender for providing services of Security Guards to the office of the Joint Commissioner of Commercial Taxes (Admn), Malnad Division, Shimoga as per the quoted rates and in all respects in accordance with the conditions applicable.

NATURE OF SERVICE : PROVIDING SECURITY GUARD TO THE
OFFICE OF THE JOINT COMMISSIONER OF
COMMERCIAL TAXES (ADMN), D.V.O., MALNAD
DIVISION, SHIMOGA

I / We have paid an amount of **Rs.10,000/- (Rupees Ten thousand 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 of **Rs.25,000/-** 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 there of pay to the Commercial Taxes Department the sum of money mentioned in the said contract without prejudice to any other right of the Commercial Taxes Department.

I/We hereby distinctly and expressly declare and acknowledge that before submission of this tender; I/We have carefully followed the instructions and I/we have made examination of contract documents and locations where the Security Guards are to be provided.

I/We distinctly agree that I/we would hereafter make no claim or demand upon the Commercial Taxes Department based upon or arising out of any alleged misunderstanding

or misconceptions or mistake on my/our part of the said contract, agreements, stipulations, restrictions and conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post(registered or ordinary) or courier or left at my/our address given herein.

I/We fully understand the terms and conditions of the contract to be entered into between me/us and the Commercial Taxes Department and the written agreement shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until an agreement has been signed by me/us and the Commercial Taxes Department.

Dated this day of2014.

AGENCY / CONTRACTOR

ANNEXURE - 6

To :

The Joint Commissioner of Commercial Taxes (Admn),
D.V.O., Malnad Division, Suvama Karnataka
Vanijya Terige Bhavana, Gopala Gowda Extension,
Shimoga-577 205.

Sir,

DECLARATION

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

NATURE OF SERVICE : PROVIDING SECURITY GUARD TO THE
OFFICE OF THE JOINT COMMISSIONER OF
COMMERCIAL TAXES (ADMN), D.V.O., MALNAD
DIVISION, SHIMOGA

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), D.V.O., Malnad Division, Shimoga.

AGENCY/CONTRACTOR