

# ಕರ್ನಾಟಕ ಸರ್ಕಾರ (ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಇಲಾಖೆ)

ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಜಂಟಿ ಆಯುಕ್ತರವರ ಕಛೇರಿ (ಆಡಳಿತ) ವಿಭಾಗೀಯ ಸರಕು ಮತ್ತು ಸೇವಾ ತೆರಿಗೆ ಕಛೇರಿ–3, ಕೊಠಡಿ ಸಂಖ್ಯೆ:205, 2ನೇ ಮಹಡಿ, ಟಿ.ಟಿ.ಎಂ.ಸಿ. ಬಿ–ಬ್ಲಾಕ್, ಶಾಂತಿನಗರ, ಬೆಂಗಳೂರು–560027. ದೂರವಾಣಿ: 080–22221048, ಪ್ಯಾಕ್ಷ್: 080–22221184.

ಸಂಖ್ಯೆ:ವಾತೆಜಂಆ(ಆ)/ಡಿ-1/ಸಿಆರ್-11/21-22

ದಿನಾಂಕ:16.07.2021

#### ಟೆಂಡರ್ ಪ್ರಕಟಣೆ

ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಜಂಟಿ ಆಯುಕ್ತರವರ ಕಛೇರಿ(ಆಡಳಿತ), ವಿ.ಸ.ಸೇ.ತೆ–3, ಶಾಂತಿನಗರ, ಬೆಂಗಳೂರು, ಇವರ ವಿಭಾಗದ ಅಧೀನ ಕಛೇರಿ ಜಯಗರ ಬಿ.ಎಂ.ಟಿ.ಸಿ ಕಟ್ಟಡಕ್ಕೆ, ಭದ್ರತಾ ಮತ್ತು ಶುಚಿತ್ವಾ ಕಾರ್ಯದ ಸಿಬ್ಬಂದಿಗಳ ಸೇವೆಗಾಗಿ ಅರ್ಹ ನೊಂದಾಯಿತ ಗುತ್ತಿಗೆದಾರರಿಂದ ದ್ವಿ–ಲಕೋಟೆ ಪದ್ದತಿಯ ಅನುಸಾರ ನಿಬಂಧನೆ ಹಾಗೂ ಷರತ್ತುಗೊಳಪಟ್ಟು ಇ–ಟೆಂಡರ್ ಮೂಲಕ ಅರ್ಜಿ ಆಹ್ವಾನಿಸಲಾಗಿದ್ದು, ಟೆಂಡರ್ ವಿವರಗಳನ್ನು ವಾಣಿಜ್ಯ ತೆರಿಗೆ ಇಲಾಖೆಯ ವೆಬ್ಸೈಟ್ <u>http://ctax.kar.nic.in</u> ಮೂಲಕ ಪಡೆಯಬಹುದಾಗಿದೆ. ಟೆಂಡರ್ಗಳನ್ನು ಸ್ವೀಕರಿಸುವ ಅಧಿಕಾರಿಯು ಯಾವುದೇ ಕಾರಣ ನೀಡದೆ ಟೆಂಡರ್ನನ್ನು ತಿರಸ್ಕರಿಸುವ ಅಧಿಕಾರವನ್ನು ಹೊಂದಿರುತ್ತಾರೆ. ಹೆಚ್ಚಿನ ವಿವರಗಳನ್ನು ಈ ಕೆಳಗೆ ಸಹಿ ಮಾಡಿದ ಅಧಿಕಾರಿಯವರ ಕಛೇರಿ ಸಮಯದಲ್ಲಿ ಹಾಗೂ ಮೇಲ್ಕಾಣಿಸಿದ ವೆಬ್ಸೈಟ್ನಿಂದಲೂ ಸಹ ಪಡೆಯಬಹುದು.

ಟೆಂಡರ್ ಅರ್ಜಿ ಸಲ್ಲಿಸಲು ಕೊನೆಯ ದಿನಾಂಕ: 07.08.2021ರ ಸಮಯ ಸಂಜೆ 04.00 ಗಂಟೆ

ಟೆಂಡರ್ ನ ಬಿಡ್ಡಿನ ತಾಂತ್ರಿಕ ಲಕೋಟೆ ತೆರೆಯುವ ದಿನಾಂಕ: 09.08.2021ರ ಸಮಯ ಸಂಜೆ 04.00 ಗಂಟೆ

ಟೆಂಡರ್ ನ ಬಿಡ್ಡಿನ ಹಣಕಾಸಿನ ಲಕೋಟೆ ತೆರೆಯುವ ದಿನಾಂಕ: 11.08.2021ರ ಸಮಯ ಸಂಜೆ 04.00 ಗಂಟೆ

ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಜಂಟಿ ಆಯುಕ್ತರು (ಆಡಳಿತ), ವಿಭಾಗೀಯ ಸರಕು ಮತ್ತು ಸೇವಾ ತೆರಿಗೆ -03, ಬೆಂಗಳೂರು.



#### GOVERNMENT OF KARNATAKA (COMMERCIAL TAXES DEPARTMENT) OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (Admn) DGSTO-3 TTMC B Block, BMTC Building Shantinagar, Bangalore-27. Telephone: 080-22221048/080-22221184

No: JCCT(A)-3/D-1 /CR-11/21-22

Date:16.07.2021

# e-TENDER NOTIFICATION FOR

# PROVIDING OF HOUSE KEEPING AND SECURITY GUARD SERVICES FOR JAYANAGAR B.MT.C BUILDING



#### GOVERNMENT OF KARNATAKA (COMMERCIAL TAXES DEPARTMENT) OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (Admn) DGTSO-3 TTMC B Block, BMTC Building Shantinagar, Bangalore-27. Telephone: 080-22221048/080-22221184

#### No: JCCT(A)-3/D-1/CR-11/21-22

Date:16.07.2021

The Joint Commissioner of Commercial Taxes (Admn), DGSTO-3, Shanthinagar, Bangalore-27 is inviting through e-procurement portal for providing Security Guards and Sweepers to Department, the service commenced with effect from 16.08.2021 for one year under two cover system/two parts (Technical Bid & Financial Bid) from reputed manpower supply agencies, registered in Karnataka State, operating from Bangalore who have adequate financial resource and experience.

| 1. | Nature of service:            | Providing 6 no. of personal Security Guards and 6 no. of House<br>Keeping/Man Services (Sweepers) to the Commercial Tax<br>Department, 1st Floor, Jayanagar '4'th Block, Bangalore-560011.  |  |
|----|-------------------------------|---|--|
| 2. | EMD:                          | Rs.1,00,000/- (Rupees One Lakh 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<br>Security Guards and House Keeping man services allowance as<br>per Minimum Wages Act including all statutory payments,<br>service charges and applicable Goods and Service Tax (GST) for<br>providing the Security Guards House Keeping man services<br>(Sweepers). |  |
| 5. | Name of the<br>Website:       | The bidder can view the tender details from the websites-<br>http://eproc.karnataka.gov.in and http://ctax.kar.nic.in.<br>For further information, please contact help desk phone<br>number 080-22221048/080-22221184   |  |
| 6. | Tender inviting<br>Authority: | nviting Joint Commissioner of Commercial Taxes (Admn), DGSTO-3,<br>BANGALORE  |  |

- 7. The Soft copies of the Bid documents can be downloaded from e-procurement portal consisting of PQR and eligibility criteria of bidders, scope of the service to be provided, terms and conditions of contract to be complied with by the agency/by the bidders registered with e-procurement for tendering through e-procurement portal.
- 8. The technical bid shall include the Pre-Qualification Requirements (PQR) documents as Prescribed in schedule 1, self-confirmation in schedule II. The financial bids shall include the duly filed schedule III. for more details visit website: <u>http://eproc.karnataka.gov.in</u> and <u>http://ctax.kar.nic.in</u>.
- 9. 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.
- 10. Final acceptance of the tender rests with the Joint Commissioner of Commercial Taxes (Admn), DGSTO-03, Bangalore who reserves the right to accept or reject any or all tenders without assigning any reason there for.
- 11. 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 and House keeping man service (Sweepers) to be deployed.
- 12. 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.
- 13. 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 Enrol eligible employees working with the agency, and ensure timely remittance of all statutory contributions at applicable rates to the authorities regularly.
- 14. 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.
- 15. The successful agency is liable to comply with all laws applicable, including labour laws.
- 16. 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.
- 17. Applicable taxes, as per rules in force will be deducted from the bills payable to the agency.
- 18. Rejected Bidder's EMD shall be refunded.

| I.    | Designation and address of the procuring entity                | Joint Commissioner of Commercial Taxes (Admn)<br>DGSTO-3, IInd Floor, TTMC 'B' Block, BMTC<br>Building, Shantinagar, Bangalore-27.<br>Telephone: 080-22221048/080-22221184 |
|-------|--|--|
| II.   | Designation and address<br>of the tender inviting<br>authority | Joint Commissioner of Commercial Taxes (Admn)<br>DGSTO-3, IInd Floor, TTMC 'B' Block, BMTC<br>Building, Shantinagar, Bangalore-27.<br>Telephone: 080-22221048/080-22221184 |
| III.  | Designation and address<br>of the tender accepting             | Joint Commissioner of Commercial Taxes (Admn)<br>DGSTO-3, IInd Floor, TTMC 'B' Block, BMTC<br>Building, Shantinagar, Bangalore-27.<br>Telephone: 080-22221048/080-22221184 |
| IV.   | Last date for submission of pre-bid query                      | 05.08.2021 at 04:00PM  |
| V.    | Last date and time for receipt of bid                          | 05.08.2021 at<br>04:00PM   |
| VI.   | Date and time for<br>opening of technical bid;                 | 09.08.2021 at 04:00 PM   |
| VII.  | Last date and time for opening of financial bid;               | 11.08.2021 at 04:00 PM   |
| VIII. | Telephone No. and e-mail<br>ID for contact                     | Telephone: 080-22221048/080-22221184<br>e-mail ID: jcct3dvo@gmail.com  |

Joint Commissioner of Commercial Taxes (Admn), DGSTO-3, Bengaluru.

#### **SCHEDULE-1**

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

- 1. The bidders should be having an experience of at least 3 years in providing security guards personnel and housekeeping man service (Sweepers) 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-03, Shantinagar, Bangalore will verify the documents with the concerned wherever necessary. However, documents like service agreements work orders etc., will not be considered for the purpose).
- 2. The annual turnover of the bidder shall not be less than Rs.50.00 lakhs in any one of the last three financial years (i.e. 2017-18, 2018-19 & 2019-20). 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).
- 3. 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 employed.
  - c. Goods and Service Tax Registration Certificate.
  - d. Certificate of Registration under Professions Tax Act.
  - e. Copy of the PAN card of the bidder.
  - f. Any other registration required as per the existing laws relating to providing of Manpower Services.

- 4. Bidders whose contracts have been terminated / foreclosed by any employer during the last 3 years due to non-fulfilment of contractual obligations/ non-compliance 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.
- 5. The EMD shall be payable in e-payment through Credit Card, Internet Bank, NEFT or OTC.
- 6. Agencies whose contracts have been terminated / foreclosed by any company/ firm during the last three years due to non-fulfilment of contractual obligations are not eligible to bid. The agency should clearly specify and submit letter in writing separately stating that they do not black listed by any firm / Government agencies in the format set out in Appendix F & Fl.
- 7. Company should be ISO-9001 Certified for manpower supply.

Joint Commissioner of Commercial Taxes (Admn), DGSTO-3, Bengaluru.

# Schedule - 11

#### Self-confirmation of the Bidder for PQR Evaluation

- Confirmation for having experience of providing security guard/Manpower 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.

 Office details in Bangalore including the name of the contact person, designation, e-mail ID & telephone number.

Date:

Place:

Seal & Signature of Bidder/Agency

# **GENERAL INFORMATION**

- Tenders shall be valid for a period of 90 days from the date of opening of second a. 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
- 7. The Joint Commissioner of Commercial Taxes (Admn), DGSTO-03, Shantinagar, Bangalore 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 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 and the Agency including Profession Tax, PF, ESI and other statutory requirements.
  (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-03 Bangalore to be eligible for payment along with documentary proof of payment of profession tax and service tax as prescribed in Annexure 3A; 3B, 3C, 3D.
- The Successful bidder shall provide the Security, Guard 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, Bangalore Shall be made crediting the amount to the individual Security Guard's account. No other mode of payment will be accepted by the office of the Joint Commissioner of Commercial Taxes (Admn), DGSTO-3, Bangalore. The statement of disbursal of salaries/remuneration for a particular month duly certified by the Bank Remittance of ESI, PF and Service tax challan should be submitted by the Agency with

bills of next month to the office of the Joint Commissioner of Commercial Taxes (Admn), DGSTO-3, Bangalore 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.
- 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 fulfil all statutory obligations such as remittances of Goods and Service tax, Profession tax, ESIIPF etc., in respect of each Security Guard deployed under this contract.
- 18. Working hours of the Security Guards should be round the clock i.e., in three shifts and two persons in each shift.
- 19. The bidder agency shall submit their quotations in Schedule III annexed to the tender document.



#### GOVERNMENT OF KARNATAKA COMMERCIAL TAXES DEPARTMENT OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (Admn) DGSTO-3, TTMC 'B' Block, BMTC Building, Shantinagar, Bangalore-27. Telephone: 080-22221048/080-22221184

#### GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING HOUSEKEEPING AND SECURITY GUARDS

- The expression "service", "job" or "duty" used shall mean that Security Guard services and House Keeping Man Service (Sweepers), required by the Commercial Tax Department, 1st Floor, Jayanagar '4'th Block, Bangalore-560011.
- 2. The "Department" means the office of the Joint Commissioner of Commercial Taxes (Administration), Divisional Goods & Service Tax -03 Karnataka.
- 3. "Agency/Contractor" means the agency to whom the work of providing Security Guards and House Keeping Man Service (Sweepers) is awarded.
- 4. "Security Guards" means, Security Guards deployed by the Agency and House Keeping Man Service (Sweepers) 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 Commercial Tax Department, 1st Floor, Jayanagar '4'th Block, Bangalore-560011. 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- 03, Bangalore or other authorized officers of the Department, as the case may be.
- 8. Qualification of Security Guards: Security Guards to be deployed by the Agency must be literate, their age must be between 21 and 50 years. They must be physically fit (medical fitness certificate to be enclosed) enough to keep strict vigil over the security of the department. Suitability of the Security Guards will be decided by the Joint Commissioner of Commercial Taxes (Admn) DGSTO-03, Shanthinagar, Bangalore-27.
- 9. For all the matters arising out of this contract either between the agency and the company or between the personnel deployed by the agency with the company/agency, the jurisdiction of the court shall be at Bangalore.
- 10. The Security and House Keeping Man Service (Sweepers) deployed by the Agency shall be the employees of the Agency concerned and they shall not have any connections with the employees of the Department. The Department will not be responsible for any un-authorized acts of the Security Guards and for any damage/injury sustained by the Security Guard in the course of his work/duty.
- 11. The Contractor shall make the payment of wages/salaries to Security Guards and House Keeping Man Service (Sweepers) deployed through individual Bank Account only and shall arrange to remit all statutory deductions like Professions Tax, ESI/PF to the designated authorities along with the Agency's contribution as per law, at the applicable rates within the stipulated time limits.
- 12. The Agency shall also produce the documents for having paid PF/ESI contribution towards each employee's account along with Agency's contribution to the designated Authorities, from time to time. The agency will be fully and solely responsible for any violations under the above statutes. If it fails to do so, it will be a breach of contract and the Corporation at its discretion can cancel the contract. The Agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws.

- 13. The Agency shall submit the PF and ESI remittance challans of the Security Guard and House Keeping Man Service (Sweepers) deployed under this contract separately with specific remittance details of PF and ESI contributions to the statutory authorities at the agreed rates along with the sub sequent monthly bills. The agency shall also submit the copy of remittance of service tax to the appropriate authorities along with the bills.
- 14. The Agency shall disburse the salary to its personnel deployed as quoted in Schedule-I annexure to the tender documents. The Agency shall further agree that it would make timely payment of wages to its employees without un-authorized deductions and shall also be responsible to fulfil all statutory obligations such as remittance of PF/ESI etc., in respect of its Security Guards posted under this contract. If it fails to do so, it will be a breach of contract and the Corporation at its discretion can cancel the contract. The Agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws.
- 15. The Agency shall furnish half yearly/yearly returns, employee wise, showing details of amount of statutory payments such as ESI & PF remitted to the concerned authorities.
- 16. The Agency shall issue Photo ID cards to all its employees with the agency's Logo & Name and Designation of the employee deployed and Uniform, Shoes, Cap, Torchlight, Whistle to the Security Guards and issue Photo ID cards to all its employees with the agency's Logo & Name and Designation of the employee deployed as House Keeping Man Service (Sweepers) within period of 15 days.
- 17. The Agency shall maintain proper record pertaining to the Security Guards and House Keeping Man Service (Sweepers) deployed including the wage slip, disbursement of wages, remittances of statutory payments to the various statutory authorities and present the same to the Department/Officers of the concerned authorities called for.
- 18. The Agency shall maintain the acquaintance/pay roll and other relevant particulars pertaining to deployed Securities Guards and House Keeping Man Service (Sweepers) and shall be made available for inspection by the officer of the Department and other statutory authorities as and when so required.

- 19. If any personnel employed by the Agency are considered undesirable by the Department, it shall be the responsibility of the Agency to remove the said person or persons from the work. Such persons cannot be re-deployed by the Agency for any other work of the Department without the specific permission of the Department.
- 20. The Agency should not sublet the contract. If the Agency is found to have sublet the contact, the contract will be terminated at the risk and cost of the contractor concerned.
- 21. In case of any ambiguity or doubts with regard to the terms, clauses used in the tender documents, clarifications should be sought in writing, before submitting the tenders, failing which, the decision of the Department in all such matters shall be final and binding on the Agency.
- 22. The agencies shall take care while submitting the rates to each security guard and House Keeping Man Service (Sweepers) by incorporating prevailing minimum wages, applicable statutory payments, uniform etc. administrative expenses.
- 23. The agency shall remain liable for payment of all wages or other costs due to its employees under the minimum Wages Act, Works Men's Compensation Act, PF Act, ESI Act etc.
- 24. 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 Security Guards and House Keeping Man Service (Sweepers) deployed, etc., or for any reason whatsoever.
- 25. The scope of service is liable for alteration by way of deletions or additions at the discretion of the Department.
- 26. The Department including the authorized Officers of the Department shall have the power-to issue notice in writing and to instruct/direct the agency to make alterations/variations in the assigned work/change the deployed staff.
- 27. The Agency shall obey all relevant Central, State and local regulations and enactments pertaining to contract personnel and the Commissioner of Commercial Taxes shall have the right to inquire into and decide all complaints on such matters.

- 28. All compensations or other sums of moneys payable by the Agency to the Department under the terms of this contract may be deducted from its security deposit or from any sums that may be due or may become due to the Agency by the Department on any account whatsoever and in the event of security deposit being reduced by reasons of any such deduction the Agency shall, within 10 days thereafter make good the shortfall in the security deposit referred to above.
- 29. If the Agency fails to provide the Security Guards and House Keeping Man Service (Sweepers) services satisfactorily during the currency of the contract, the Department shall have the power to enter upon and take possession of the works and engage any other person, firm or agency to complete the work. Any extra cost incurred by the Department due to such failure on the part of the Agency shall be recovered from the Agency.
- 30. The antecedents of the staff engaged by the Agency for deployment should be verified through local police or by any other Government Agency and shall be responsible for the good conduct of its staff while on duty as well as off duty in Department's premises and the staff shall behave like responsible persons at all times. The staff should not be found developing familiarity with the employees of the department.
- 31. The Agency will be held responsible for- all the acts of the Security guard and House Keeping Man Service (Sweepers) 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 and House Keeping Man Service (Sweepers) to all the concerned including Commercial Taxes Department.
- 32. The Agency shall arrange a training program/workshop to the Security Guard and House Keeping Man Service (Sweepers) at the beginning of the contract to make them understand the nature of work they shall carry by inviting the exports in the field and officers of the Commercial Taxes Department.
- 33. The Agency should have provided at least 30 Security Guard and 30 House Keeping Man Service (Sweepers) to one or more State/Central Government Organizations undertakings/ Corporation for the last two years and should have rendered services satisfactorily.

#### 34. BREACH OF TERMS AND CONTRACT.

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

- Failure to deploy the required number of Security Guard and House Keeping Man Service (Sweepers) within the prescribed time limit.
- b. Failure to make/ submit details/ proof of salary, PF, ESI, and other statutory remittances in respect of any of the personnel deployed by the agency at the prescribed rate within the prescribed time limit.
- c. Deduction from the net salary payable to the personnel deployed, of any amount not being any statutory levy or contribution and collection of any amount either directly or indirectly from the personnel deployed as commission or fee or any other amount either before their deployment or any time during their deployment in the Department.
- d. Failure to submit the relevant documents/ registers pertaining to the Security Guard and House Keeping Man Service (Sweepers) deployed under the contract for inspection either to the statutory authorities or to Commercial Taxes Department when such request is made.
- e. Deficiency in service, like not replacing the persons in place of absentees, under performers, persons suspected of carrying out fraudulent transaction etc. whenever such requests remade by the Department.

# It is open to the Department to initiate the following penal actions against the Agency on Breach of any of the above terms.

- a) At first instance to issue warning notice clearly narrating the incident of breach asking the agency to submit its explanation and the action the agency is proposing to avoid repetition of such incident.
- b) On the second instance to impose a penalty not exceeding for each office Rs 10,000/-
- c) On subsequent instance to impose of penalty of Rs.20,000/- for each office. If the same persist further, the contract will be terminated and the agency will be blacklisted after forfeiting EMD/SD.
- d) This does not preclude the Department from necessary directly attributable losses on account of the actions of an employee of the agency from any available legal options including forfeiture of security deposit.
- 35. The successful agency shall have an established office in Bangalore. The agency shall furnish the address of such office with particulars of telephone number and details of contact person before entering into Agreement. The Department reserves the right to inspect/check the particulars so furnished.

- 36. The personnel deployed as Security Guard under this contract shall have good personality and should be presentable and pleasant in their manners. They should be able to identify important officers of the Department. The age of the Security Guard and House Keeping Man Service (Sweepers) posted by the agency should within age of 21 to 50 years. The Security Guard and House Keeping Man Service (Sweepers) deployed should be properly briefed by the Agency regarding the activities of the Department and the scope of service expected from them and the same shall be checked periodically, if need be, with occasional visits by the senior officers of the Agency for their effective functioning.
- 37. It is the responsibility of the agency to thoroughly check the attendants of the Security Guard and House Keeping Man Service (Sweepers) deployed under this contract and shall be responsible for the good conduct of its staff while on duty as well as off duty.

# <u>Schedule – III</u>

#### GOVERNMENTOFKARNATAKA COMMERCIAL TAXES DEPARTMENT OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (Admn) DGSTO-3, TTMC 'B' Block, BMTC Building. Shantinagar, Bangalore-27. Telephone: 080-22221048/080-22221184

#### FINANCIAL BID FOR DEPLOYING SECURITY GUARDS

| SI.<br>No. | Particulars  | Rate per person per<br>month | Total Amount for 06<br>persons for 12<br>months Rs. |
|------------|--|------------------------------|---|
| 1          | Total remuneration for Security<br>Guard   | Rs.                          | Rs.   |
| 2          | Statutory payments by CTD<br>(Employer's share of ESI and EPF)                                       | Rs.                          | Rs.   |
| 3          | Service Tax  | Rs.                          | Rs.   |
| 4          | Service charges of Supply Agency<br>(inclusive of Service Tax payable<br>thereon) per Security Guard | To be quoted by the bidder   | To be quoted by the bidder                          |
| 5          | Total Amount payable by the Department   |                              |   |

Date:

Place:

Seal & Signature of Bidder / Agency

Note: 1) Bidder shall enter only service charges and applicable service tax for 4 persons for 12 months in e-Procurement Portal.

# Schedule – III(A)

#### GOVERNMENTOFKARNATAKA COMMERCIAL TAXES DEPARTMENT OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (Admn) DGSTO-3, TTMC 'B' Block, BMTC Building. Shantinagar, Bangalore-27. Telephone: 080-22221048/080-22221184

#### FINANCIAL BID FOR DEPLOYING HOUSE KEEPING MAN SERVICES (SWEEPERS)

| SI.<br>No. | Particulars  | Rate per person per<br>month | Total Amount for 06<br>persons for 12<br>months Rs. |
|------------|--|------------------------------|---|
| 1          | Total remuneration for House<br>Keeping Man Services (Sweepers)  | Rs.                          | Rs.   |
| 2          | Statutory payments by CTD<br>(Employer's share of ESI and EPF)   | Rs.                          | Rs.   |
| 3          | Service Tax  | Rs.                          | Rs.   |
| 4          | Service charges of Supply Agency<br>(inclusive of Service Tax payable<br>thereon) per House Keeping Man<br>Services (Sweepers) | To be quoted by the bidder   | To be quoted by the bidder                          |
| 5          | Total Amount payable by the Department   |                              |   |

Date:

Place:

Seal & Signature of Bidder / Agency

Note: 1) Bidder shall enter only service charges and applicable service tax for 4 persons for 12 months in e-Procurement Portal.

# ANNEXURE – 3(A)

# 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<br>address of<br>the Service<br>provider/<br>Agency:<br>Sl.No. | Name of<br>the<br>Security<br>Guards | Earnings | Deductions | Take home<br>remuneration<br>paid | Individual<br>Bank A/C<br>No. with<br>name of<br>the bank | Dates of<br>payment<br>made |
|---|--------------------------------------|----------|------------|-----------------------------------|---|-----------------------------|
| a   | 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)

# ANNEXURE – 3(B)

### Statement showing the details of payment of take-home remuneration of House Keeping Man Services (Sweepers)

House Keeping Man Service for the month of (To be furnished every month with bills)

| Name and<br>address of<br>the Service<br>provider/<br>Agency:<br>Sl. No. | Name of<br>the House<br>Keeping<br>Man<br>Service | Earnings | Deductions | Take home<br>remuneration<br>paid | Individual<br>Bank A/C<br>No. with<br>name of<br>the bank | Dates of<br>payment<br>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)

# ANNEXURE 3(C)

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.:

| SI. | Name of the       |             | EPF Contr                | EPF payment             |                         |
|-----|-------------------|-------------|--------------------------|-------------------------|-------------------------|
| No. | Security<br>Guard | EPF A/c No. | Employee<br>contribution | Employer's contribution | challan no.<br>and date |
| a   | b                 | с           | 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)

# ANNEXURE 3(D)

Statement showing the details of payment of EPF contribution of House Keeping Man Service (Sweepers)

House Keeping Man Service for the month of (To be furnished every month with bills)

Name and address of the Service provider / Agency:

EPF Registration No.:

| SI. | Name of the<br>House   |             | EPF Contr                | EPF payment             |                         |
|-----|------------------------|-------------|--------------------------|-------------------------|-------------------------|
| No. | Keeping Man<br>Service | EPF A/c No. | Employee<br>contribution | Employer's contribution | challan no.<br>and date |
| a   | b                      | С           | d                        | e                       | f                       |
|     |                        |             |                          |                         |                         |
|     |                        |             |                          |                         |                         |
|     |                        |             |                          |                         |                         |

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

Contractor's signature (with seal)

# ANNEXURE -3(E)

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. :

| SI. Nam | Name of the     |             | ESI Contri               | ESI payment             |                         |
|---------|-----------------|-------------|--------------------------|-------------------------|-------------------------|
| No.     | Security Guards | ESI A/c No. | Employee<br>contribution | Employer's contribution | challan no.<br>and date |
| a       | b               | С           | 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)

# ANNEXURE -3(F)

Statement showing the details of payment of ESI contribution of House Keeping Man Service (Sweeper)

House Keeping Man Service for the month of (To be-furnished every month with bills)

Name and address of the Service provider / Agency:

ESI Registration No. :

| SI. | Name of the House      |             | ESI Contri               | ESI payment             |                         |
|-----|------------------------|-------------|--------------------------|-------------------------|-------------------------|
| No. | Keeping Man<br>Service | ESI A/c No. | Employee<br>contribution | Employer's contribution | challan no.<br>and date |
| a   | b                      | с           | 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)

# ANNEXURE - 3(G)

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

Name and address of the Service provider / Agency:

Goods and Service Tax Registration No. :

Amount in Rs.

| Sl.<br>No. | Name of Security Guard | GST<br>Amount | GST payment challan<br>no. & date. |
|------------|------------------------|---------------|------------------------------------|
| a          | 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)

# ANNEXURE - 3(H)

Statement showing the details of payment of Service Tax of House Keeping Man Service

Name and address of the Service provider / Agency:

Goods and Service Tax Registration No. :

|     |                       |        | Amount in Rs.       |
|-----|-----------------------|--------|---------------------|
| Sl. | Name of House Keeping | GST    | GST payment challan |
| No. | Man Service           | Amount | no. & 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)

To: The Joint Commissioner of Commercial Taxes (Admn), DGSTO-03, Shantinagar, Bangalore-560027.

Sir,

#### DECLARATION

#### NATURE OF SERVICE: PROVIDING SECURITY GUARD AND HOUSEKEEPING SERVICES TO COMMERCIAL TAX DEPARTMENT, 1ST FLOOR, JAYANAGAR, '4'TH BLOCK, BANGALORE-560011.

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-03, Shantinagar Bangalore.

AGENCY/CONTRACTOR