### ADDITIONAL COMMISSIONER OF COMMERCIAL TAXES (ENF) SOUTH ZONE, VANIJYA THERIGE KARYALAYA-2, BUILDING COMPLEX, KORAMANGALA, BANGALORE-560047.

No.Addl. CCT(ENF)SZ/SG/CR-01/11-12, Dated: 3), 5.2012

#### **SHORT TERM e- TENDER NOTIFICATIONS**

Additional Commissioner of Commercial Taxes (ENF) South Zone, Koramangala, Bangalore. is inviting on line e-tender under two cover system, from the reputed security man power supply agencies, registered in Karnataka State, who have adequate financial resources and past 3 years experience for providing Security Guards to various Government Departments. / Government undertaking Departments..

SL. No.	Particulars	EMD Amount	
1	Providing Security Guards Therige Karyalaya-2, Building, Kor Viveknagar Post, Bangalore-47.	to Vanijya ramangala,	Rs.20,000-00

The participating bidders will have to pay Earnest Money Deposit of Rs. 20,000-00 through e-procurement portal through any 4 modes i.e. Credit Card, Internet Bank, NEFT, OTC. The interested agencies may participate by due registration. The calendar of events is as follows:

1. Date of Commencement of tender	-	2,6,2012		
2. Last date & time for uploading the tender	-	1 6 · 6 · 2012 at	15.00 Hours	
3. Opening of technical bids on	-	18,6. 2012 at	15.00 Hours	
4. Opening of financial bids on	-	19, 6.2012 at	15.00 Hours	
For more details, visit the web site <u>http://eproc.karnataka.gov.in</u> or <u>http://ctax.kar.nic.in</u> Addl. Commr .of Córhínl. Taxes,				

(ENF) South Zone, Bangalore.

#### PRE-QUALIFICATION REQUIREMENT OF AGENCIES (CHECK LIST)

- 1. The agencies should have a minimum of 5 corporate clients on his rolls with minimum of 10 guards per client and background experience of providing services to a minimum of 10 clients with atleast 10 guards per client: list of clients on rolls of the agencies should be indicated in the prequalification bid.( Documentary proof i.e. certificate of satisfactory service should be uploaded. The authority will verify the documents with the concerned wherever necessary. However documents like service agreements, Work Order/ any other documents with incomplete details, will not be considered for the purpose)
- 2. The Agency should submit the audited balance sheet for the past three financial years (i.e. for the year 2008-09, 2009-10 and 2010-11).
- **3.** The agency should have the following registration and other certificates & shall upload copies of certificates along with technical bid:
  - a) Registration Certificate from Labour Department Government of Karnataka.
  - b) Registration Certificate under Employees State Insurance Act
  - c) Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner (PF Registration)
  - d) Certificate of Registration under Service Tax Act.
  - e) Professional Tax Registration Certificate issued by Commercial Tax Department, Government of Karnataka,

- f) The agency shall submit the copy of the pan card
- g) Certification of Registration i.e. license issued by DIG of Police,
  Government of Karnataka
- h) Any other registration required as per the existing laws relating to
  Providing security manpower services.
  (Copies of Certificates should be uploaded)
- 4. Agencies whose contracts have been foreclosed by any Department / firm during the last 5 years due to non-fulfillment of contractual obligations are not eligible to bid. The agency should clearly specify and submit letter in writing separately stating that they do not fall under this category.
- The participating bidders will have to pay Earnest Money Deposit (EMD)
  Rs. 20,000-00 to be paid through e-procurement portal through any 4 modes
  i.e. Credit Card, Internet Bank, NEFT or OTC.
- 6. The agency shall submit a checklist with details of documents on which reliance has to be laid by the authority to ensure fulfillment of PQR conditions referred above.
- 7. The Financial Bids of the agencies, which do not meet the pre-qualifying requirements (Technical Bids) will not be considered.
- 8. The Addl. Commr. of Comml.Taxes,(ENF) S.Z. Bangalore, shall cause to Examine the PQR documents of the agencies and on that basis a list of qualified bidders will be prepared,

# **GENERAL TERMS AND CONDITIONS**

- 1. The bidders can view the tender details from websites: <u>http://e-</u> proc.karnataka.gov.in or <u>http://ctax.kar.nic.in</u>
- 2. Tenders shall be valid for 90 days from the date of opening of financial bids.
- 3. Conditional Tenders are liable for rejection
- 4. Tenders without or insufficient amount of EMD will be rejected
- 5. The successful tenderer shall enter into a contract agreement on a nonjudicial stamp paper of Rs.200-00 with usual terms and conditions
- 6. Security Deposit will be collected at the time of execution of agreement
- 7. The Addl. Commr.of Comml, Taxes(ENF) S.Z. Bangalore, reserves the right to reject any or all tenders without assigning any reason
- 8. The personnel deployed as Security Guards normally shall not be less than 21 years of age and more than 50 years of age.
- 9. The rates quoted should be net and include wages (not less than the minimum wages prescribed by the Labour Department Government of Karnataka as per latest notification) with all taxes, including Income Tax, Professional tax, PF, ESI, Bonus, and other statutory requirements, Administration and other overheads and profit margin of the agency, if any.
- 10. Quotes to be submitted: Taking into consideration the existing minimum wage rate (Basic + VDA as per latest notification of Labour Department GOK for security guards) The agency is stipulated to disburse net salary of \_\_\_\_\_ per month per guard of 8 hours shift (excluding PF & ESI of \_\_\_\_\_\_)

both employer & employee share). Therefore, keeping this requirement in view, the agencies shall work out the rates & submit the quotes in schedule-A annexed herein. While submitting the quotes, the rate of PF amount i.e. share of employer & employee, the rate of ESI amount i.e. the share of employer & employee, the rate and amount of contractors margin with specific details of the cost of uniform and other administrative with shoes per guard per annum. The weekly off shall be calculated as per the minimum wages Act of Government of Karnataka. While submitting the quotes the agencies, which fail to either account for the statutory payments required or account such payments at less than the prescribed rates/specified herein, will be rejected. Therefore, the agencies shall take utmost care in submitting the quotes by incorporating the actual prevailing minimum wages, applicable statutory payments at the given rates besides the profit margin with all the elements specified in the Form to submit the quotes detailed in Schedule-A. The decision of the authority is final with regard to whether the rate quoted by the agency takes care of the minimum wages and the statutory payments at the applicable rates. The agencies are free to get any clarification before submitting the quotes. However, such queries will not be entertained after submission of quotes.

- 11. <u>The contractor shall make the payment of wages/salaries to all the Security</u> <u>Guards deployed on the same day through bank account i.e. by RTGS. No</u> <u>cash payments.</u> The agency shall arrange to remit all statutory deductions like ESI, PF, etc., to the designated statutory authorities along with the agency's contribution at the applicable rates within the stipulated time limits.
- 12. The Agency shall submit the previous months PF & ESI remittance challans of the Security Guards deployed under this contract separately with specific remittance details of PF & ESI contributions to the statutory authorities at the agreed rates along with the subsequent monthly bills. The agency shall

also submit the copy of remittance of service tax to the appropriate authorities along with the subsequent monthly bills.

- 13. If the Security Guards employed by the agency is considered undesirable by the Addl. Commr. of Comml.Taxes,(ENF) S. Z. Bangalore, it shall be the responsibility of agency to remove the said person or persons from the work and provide suitable replacements immediately.
- 14. The Agency shall remain liable for payment of all wages or other costs due to its employees under the payment of minimum wages Act, Workmen's Compensation Act, PF Act, ESI Act, etc., If it fails to do so, it will be a breach of contract and the authority at his 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 have an established office in Bangalore. The agency shall furnish the address of such office with particulars of telephone number & details of contact person. The authority reserves the right to inspect/check the particulars so furnished.
- 16. The agency shall issue Photo ID cards to all its employees with the agency's Logo & Name and Designation of the employee deployed within a period of one month.
- 17. The agency shall provide replacement for the person, in the event of sickness, absence, leave at no extra cost. For this purpose the agency is expected to have a pool of additional Security Guards so as to provide un-interrupted services during the period of contract.
- 18. In case of a proven theft, the agency will depute its investigators at its cost to conduct inquiry and will submit the report accordingly and similarly investigation will be initiated from the authority and if required the matter

will be reported to Police and other Authorities. If it is proved that the theft is directly due to the negligence of the staff of the agency, the cost of the loss to the authority will be recovered from the agency.

- 19. The duration of the contract is for a period of 12 months, extendable for further period of 12 months or any other period by mutual consent. However, the contract can be terminated by either party on three months notice.
- 20. If the services of the employees deployed by the agency found not satisfactory and if any one of the conditions of the contract agreement is violated, the authority reserves the right to terminate the contract prematurely without assigning any reasons.
- 21. The agency shall deposit Rs.40,000-00 amount as security deposit at the time of entering into agreement. The same shall be refunded to the agency after successful completion of service contract.
- 22. The agency shall disburse the net wages not less than the minimum wages prescribed by the Government of Karnataka from time to time (i.e. net wages of Rs. \_\_\_\_\_\_ per guard per month for 8 hours shift including national holiday and weekly off as per the prevailing minimum wages rate)
- 23. The Security staff should be provided with minimum 2 pairs of uniforms with monogram of the agency, including shoes, cap, badges, belts, batons, etc., shall be provided by the Security Agency at its own cost. The staff should have goods personality and should be presentable and pleasant in their manners. They should be able to identify important officers of the authority and should given proper respect to them.

24. The Duty hours for the shifts for Security Guard shall be as follows unless otherwise stated.

1) Morning Shift	:	6.00	AM	to	2.00 PM
2) Evening Shift	:	2.00	PM	to	10.00 PM
3) Night Shift	:	10.00	PM	to	6.00 AM

- 25. The personnel provided by the Agency should have goods knowledge of Kannada & English both for conversation as well as for reporting purpose.
- 26. The Security Guards supplied by the bidder to be supported by bio date antecedents, identity, address proof, and pass port size Photo.
- 27. The Security Guards deployed by the agency shall be the employees of Agency concerned and they should not have any connections with the employees of the Department, or will they become, will not be responsible for any un-authorized acts of the Security Guards and for any damage/injury sustained by Security Guards or other employees of the agency in the course of their work/duty in the and around the premises.
- 28. The agency shall maintain the acquaintance, pay roll and other relevant Particulars pertaining to deployed Security Guards and shall be made available for inspection by the officer of the authority, officials of labour Department as and when so required the rates agreed to are inclusive of all labour, materials, equipment, transport etc., required to render the assigned duties.
- 29. The agency shall issue a formal appointment letter to all the personnel deployed under this contract indicating the name, designation, age, wages rate, amount of PF both employer & employee, the amount of ESI both employer & employee as required under Contract Labour ( R & A) Act-1970 within 15 days of deployment and submit copy of the same to Addl. Commr.of Comml.Taxes (ENF) S.Z. B'lore.

- **30.** The Agency as well as its field officer should also have general information about the activities of the authority so that it will be useful for it to brief the staff perform their duties effectively. The staff should be properly briefed by the field officers, and checked periodically if need be, with occasional visits by the senior officer of the agency for their effective functioning.
- 31. The antecedents of the staff engaged by the agency for deployment should have been 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 authority premises and the staff shall behave like responsible persons at all times. The staff should not be found developing familiarity with employees of the Department.
- 32. The numbers of Security Guards required can be increased/decreased a the discretion of Addl. Commr.of Comml.Taxes (ENF) S.Z. B'lore. at the point of time during the period of contract. The rate payable/deducted on such increase/decrease shall be at the same rate as per the contract/existing rate. It is mandatory on the part of the agency either to increase/decrease the number of Security Guards as and when directed immediately.
- 33. <u>The agency shall submit the statement of disbursal of salaries to the Security</u> <u>Guards for previous months duly certified by the bank/agency along with</u> <u>all subsequent monthly bills.</u>
- 34. The agency shall have to issue monthly pay slips with details of wage disbursement, clearly indicating the amount of statutory recoveries made (i.e .PF & ESI).
- 35. 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

Addl. Commr.of Comml.Taxes (ENF) S.Z. B'lore. shall be final and binding on the agency.

- 36. For all matters arising out of this contract either between the agency and the authority or between the personnel deployed by the agency with the authority/agency, the jurisdiction of the court shall be at Bangalore.
- **37.** The Addl. Commr. of Comml. Taxes,(ENF) S.Z. B'lore, reserves the right to extend or foreclose the contract depending upon the exigency and the agency shall continue to provide the service on the same terms and conditions of the contract during the extended period in the event of any extension given.
- 38. If any loss or damage is caused to the Department by non-compliance of the obligation under this agreement by the agency, the agency is liable to make good such losses and the authority shall be entitled to recover the same from the agency.
- **39.** The agency shall arrange to safeguard the place, premises, goods and materials and/ or any other property in and around the premises of the Vanijya Therige Karyalaya-2, Building, by posting the Security Staff in such manner and at such points and patrol the required areas at all times, check cards, lorries, tress-passers and other vehicles and articles as may be considered necessary by the authority equipments, like torch, whistles, laties, jerseys, raincoats, uniforms and other articles required by the Security Guards shall be provided by the agency at its cost
- 40. Corrigendum/ Modifications / Corrections if any will be published in the website
- 41. The agency should follow all the conditions of latest notification of minimum wages Act of labour Department, GOK

### **SCHEDULE-A**

#### FORM FOR SUBMITTING FINANCIAL BIDS FOR PROVIDING SECURITY GUARDS TO VANIJYA THERIGE KARYALAYA-2, KORAMANGALA, BANGALORE-560047.

SL.	Particulars	Rate per Security Guards	
No.			
		In Figures	In words
1	Basic + VDA		
	(Not less than the minimum		
	wages fixed by Labour		
	Department GOK (asper latest		
	notification)		
2	P.F. @ 13.61%		
3	E.S.I. @ 4.75%		
4	Service Charge of Agency		
	including Income Tax, Washing		
	Allowance, cost of the ID cards		
	and any other Taxes /Charges		
	excluding Service Tax		
	GRAND TOTAL		

#### (Amount of Rs. Per SECURITY GUARD per month)

Seal & Signature of the agency

Note: 1) The agency will disburse Net wages of Rs. \_\_\_\_\_ per month per person, Excluding PF & ESI of employee

2) The Department shall pay the service tax at the applicable rates.

# **E- PROCUREMENT PORTAL**

### **TENDER DETAILS**

Tender Number	: No. Addl. CCT (ENF) SZ / SG /CR-01/11-12,
Tender title	: Providing Security Guards
Description	: To provide Security Guards from reputed Security Man Power supply agencies to Commercial Tax Department, Vanijya Therige Karyalaya-2, Building Koramangala, Bangalore-560047.
Tender Category	: Services
Type of quotation	: Lumpsum
Tender evaluation type	: Two Cover System
Department	: Commercial Tax Department
Bid validity period	: 90 days
Number of call	: One
Tender type	: Open
Denomination type	: Indian Rupees

# **CONTACT INFORMATION**

Contact person name	: V. Shashikala
Office Telephone Number	: 080-25704819
Mobile Number	: 9663533034
Amount of Earnest Money Deposit (INR)	: Rs. 20,000-00
Tender Processing fee	: Rs. 550-00
NIT published date	: 31-05-2012
<b>Commencement of Tender</b>	: 02-06-2012
Last date & time for receipt of tenders	: 16-06-2012 at 15.00 hours
Date & time for opening of Technical bid	: 18-06-2012 at 15.00 hours
Date & time for opening of Financial bid	: 19-06-2012 at 15.00 hours

### <u>GOVERNMENT OF KARNATAKA</u> (Department of Commercial Taxes)

# DECLARATION

То

The Addl. Commr. of Comml. Taxes, (Enfocement), SouthZone, Vanijya Therige Karyalaya-2, 3<sup>rd</sup> Floor, Near National Games Housing Complex, Koramangala, Bangalore-560047.

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

### NATURE OF SERVICE: PROVIDING SECURITY GUARDS TO Vanijya Therige Karyalaya-2, Buidling, Koramangala, Bangalore-560047

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

The requirements of the tender agreement as stated above will be fulfilled by me / us to the satisfaction of the Tender accepting authority.

Date:

CONTRACTOR