GOVERNMENT OF KARNATAKA

COMMERCIAL TAXES DEPARTMENT

OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES

(ADMN), D.V.O BELAGAVI DIVISION, BELAGAVI

“SUMOULYA SOUDHA”, CLUB ROAD, BELAGAVI-590019.

Telephone: 0831-2407366, Telefax: 0831-2407365.

# Tender Notification for Procurement of Data Entry Operators

**GOVERNMENT OF KARNATAKA**
**COMMERCIAL TAXES DEPARTMENT**
**OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), D.V.O BELAGAVI DIVISION, BELAGAVI**
**SUMOULYA SOUDHA, CLUB ROAD, BELAGAVI-590019.**
**Telelphone: 0831-2407366, Telefax: 0831-2407365.**

JCCT/[illegible]/[illegible]/[illegible]/2015-16

**Date: 03.12.2016**

## e-TENDER NOTIFICATION

The Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI, is inviting online through e-Procurement Portal for providing service of Data Entry Operators to the Department, for one year under two cover system/two parts (Techno Commercial Bid and Price Bid) from reputed manpower supply agencies, registered in Karnataka State, who have adequate financial resources and experience.

| Name of the work | No. of Data Entry Operator |
|---|---|
| Providing Data Entry Operators to Office of the Commercial Tax Department (Admn), D.V.O, BELAGAVI Division, BELAGAVI | 27 |

1. **EMD:** Rupees Seventy thousand only.
2. The participating bidders will have to pay Earnest Money Deposit (EMD) to be paid through e-Procurement portal through any four modes that is Credit Card, Internet Bank, NEFT or OTC.
3. **Price Bid:** The Service Provider should quote only the service charges and applicable service tax for providing the Data Entry Operators.
4. 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 phone number
5. The Soft copies of the Bid documents can be downloaded from e-Procurement portal and also from http://ctax.kar.nic.in 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 e-Tendering.
6. The technical bid shall include the Pre-Qualification Requirements (PQR) documents. The financial bids shall include the duly filled Schedule-I. Both the scanned technical and financial bids shall be uploaded. The technical bid containing PQR documents will be opened on as per the event specified above. For more details, visit the web site http://eproc.karnataka.gov.in and http://ctax.kar.nic.in
7. Both the Technical & Financial Bidding is through e-Tendering only. The bidders shall upload all the documents as per PQR for technical evaluation along with financial evaluation through online only. The qualified Technical Bidders only will be considered for Financial Bids.

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**The authorities and schedule for bidding is as under:**

| | | |
|---|---|---|
| 1 | Designation and address of the procuring entity | The Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI |
| 2 | Designation and address of the tender inviting authority | The Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI |
| 3 | Designation and address of the tender accepting authority | The Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI |
| 4 | Last date and time for receipt of bid | **25.12.2016 upto 16.00hrs** |
| 5 | Last date for submission of pre-bid query | **24.12.2016 upto 16.00hrs** |
| 6 | Pre-bid meeting. | **24.12.2016 upto 16.00hrs** |
| 7 | Last date for response on pre-bid query by CTD | **24.12.2016 upto 16.00hrs** |
| 8 | Date, time and venue for opening of technical bid; | **26.12.2016 at 16.00hrs and opened in Office of** The Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI |
| 9 | Date, time and venue for opening of financial bid; | **28.12.2016 at 16.00hrs and opened in Office of** The Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI |
| 10 | Telephone No. and e-mail ID for contact | **0831-2407366** |

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

   i) The agencies should have provided at least 100 computer skilled Data Entry Operator to two or more State/Central Government Departments / organisations / undertakings / corporations for at least two financial years in the last two years 2014-15 and 2015-16 and should have rendered services satisfactorily. (Documentary proof in the form of certificate issued by the department/ organisation/ undertaking for satisfactory services rendered shall be scanned and uploaded. The office of the Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI will verify the documents with the concerned wherever necessary. However, documents like service agreements, work orders etc. will not be considered for the purpose)

   ii) The annual turnover of the Agency shall not be less than Rupees 500 Lakhs for the last two financial years (i.e. 2014-15 and 2015-16). The agency shall upload a copy of the audited Balance sheet and Profit and Loss Account duly certified by a Chartered Accountant for the years mentioned above as proof in this regard. (Documents like self-certification of turnover, certified income statement prepared for filing IT, etc. will not be considered).

   iii) The agency shall have the following Registration and shall upload the copies of the Certificates:

   a) Registration Certificate of the establishment from Govt. of Karnataka, Department of Labour
   b) Certificate of Registration under the Employees State Insurance Act (ESI)
      - Previous half yearly and yearly statements/returns submitted to ESI authorities for each employee
   c) Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner.
      - Previous statement of yearly returns submitted to PF authorities for each employee
   d) Service Tax Registration Certificate.
   e) Certificate of Registration under Professions Tax issued by the Professions Tax Officer, Govt. of Karnataka.
   f) Copy of the PAN card of the agency
   g) Any other registrations required as per the existing laws relating to providing manpower services (Copies of certificates should be uploaded)

   iv) Agencies whose contracts have been terminated/ foreclosed by any company / firm during the last 3 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.

   v) Supplier should have ISO Certified agency.

   vi) The bidder should be a company/LLP registered under the companies Act,1956

   vii) Agencies should have local ESI code.

2. The agencies shall submit a check list with details of documents on which reliance has to be laid by the Department to ensure fulfilment of PQR conditions prescribed herein (i.e. for the points mentioned in the 1 (i) to 1(vii) above).

3. The Financial bids of the agencies which do not meet the Pre-Qualifying Requirements (Technical Bids) will not be considered.

4. The Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI shall cause examination of the PQR documents of the agencies and on that basis a list of qualified bidders will be prepared and intimated to the Agencies concerned.

5. The second bid containing financial bid of the qualified bidders only will be opened.

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## GENERAL INFORMATION

1. Tenders shall be valid for a period of 60 days from the date of opening of second cover (Financial bid).
2. Alternative tender will not be considered
3. Tender document is non-transferable.
4. Conditional tenders are liable for rejection.
5. Tenders without or insufficient amount of EMD will be rejected.
6. Intending tenderers can have detailed information from the office during office hours.
7. The Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI 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 only) with terms and conditions as per the format specified by the Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI.
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 net rate of service charges payable per Data Entry Operator per month to the agency excluding the cost of Rs. /- payable to each Data Entry Operators supplied after deducting PF, ESI, and other statutory requirements including the employer's contribution.
11. The bidder/agency shall submit their quotations in Schedule-I annexed to the tender documents.
12. The successful bidder shall provide the Data Entry Operators as and when requisitioned by the authorized officer of the office of the Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI, and suitability of each Data Entry Operators will be screened by the Department before his/her services are accepted. The request may be through e-mail, oral, telephonic or written. Failure to comply with the request will entail recovery of the cost of providing such services as worked out by the Commissioner of Commercial Taxes (Karnataka). The successful bidder shall deploy Data Entry Operators as and when ordered and within such time as may be decided by the Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI /Authorized officer, failing which penalty at 2 times the agreed rate per day will be levied per Data Entry Operator not deployed during the first two days, thereafter, the penalty will be levied at 4 times of the rate agreed per day per Data Entry Operators.
13. Payment by the service provider/agency to his/her Data Entry Operator working in the office of the Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI shall be made crediting the amount the individual bank account of the concerned Data Entry Operator. Similarly PF and ESI contribution shall go the individual Data Entry Operator's account. No other mode of payment will be accepted by the office of the Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI. The statement of disbursal of salaries/remuneration for a particular month duly certified by the Bank should be submitted by the Agency with bills of next month to the office of the Joint Commissioner of Commercial Taxes (Admn) D.V.O BELAGAVI Division, BELAGAVI to be eligible for payment.
14. In case more than one agency stands L1, firstly, ISO certified agencies will get preference over others. Secondly, the agencies having higher turnover will get preference over others.
15. The duration of the contract is for 12 months, extendable for any further period by mutual can be terminated by either party on three months' prior in writing notice.

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16. The Agency should not sublet the contract. If the Agency is found to have sublet the contract, 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 after deduction of statutory payments.

18. The agency shall be responsible to fulfil all statutory obligations such as remittances of service tax, ESI/PF, etc. in respect of each Data Entry Operator deployed under this contract.

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## GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING DATA ENTRY OPERATORS

1. The expression "service", "job" or "duty" used shall mean that Data Entry Operators, required by the office of the Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI.
2. The "Department" means the office of the Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI.
3. The "Agency/Contractor" means the Agency to whom the work of providing Data Entry Operators is awarded.
4. "Data Entry Operators" means, Data Entry Operators 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 Data Entry Operator requisitioned on time, non-replacement of Data Entry Operator 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 Data Entry Operator 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), D.V.O BELAGAVI Division, BELAGAVI, 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 (Admn) or other authorized officers of the Department, as the case may be.
8. Qualification of Data Entry Operators: Data Entry Operators to be deployed by the agency should possess at least a minimum educational qualification of 10+2 (PUC) and should be able to read and write in Kannada but also be proficient in typing Kannada and English mandatorily. The Data Entry Operators need to be proficient in the data entry and data analysis and should be good in working on MS-Word, MS-Excel and Internet. Suitability of each Data Entry Operators will be screened by the Department before his/her services are accepted. Data Entry Operators shall have minimum one year experience in Central/ State/ Reputed Private/ Public Departments/ Organizations in providing similar services.
9. The numbers of Data Entry Operators required can be increased/ decreased at the discretion of Department at any point of time during the period of contract as per law. 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 Data Entry Operators as and when directed immediately.
10. For all matters arising out of this contract either between the agency and the company or between the Data Entry Operator deployed by the agency with the company/agency, the jurisdiction of the court shall be at Bengaluru.

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11. The Data Entry Operators 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 Data Entry Operator and for any damage/injury sustained by the Data Entry Operators in the course of his work/duty.

12. The Contractor shall make the payment of wages/salaries to Data Entry Operators deployed through individual Bank Account only and shall arrange to remit all statutory deductions like ESI/PF to the designated authorities along with the Agency's contribution as per law, at the applicable rates within the stipulated time limits.

13. 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 CTD 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.

14. The Agency shall submit the PF and ESI remittance challans of the Data Entry Operators 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 monthly bills. The agency shall also submit the copy of remittance of service tax to the appropriate authorities along with the bills.

15. The Agency shall disburse the salary to its Data Entry Operator 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 unauthorised deductions and shall also be responsible to fulfil all statutory obligations such as remittance of PF/ESI etc., in respect of its Data Entry Operators 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.

16. The Agency shall issue a formal appointment letter to all the Data Entry Operator deployed under this contract indicating the name, designation, age, salary, amount of PF contribution of both employer and employee, the amount of ESI contribution of both employer and employee as required under Contract Labour (R&A) Act, 1970 within 15 days of deployment and submit copy of the same duly receipted by the appointee to the CTD for reference and records of Commercial Taxes Department.

17. 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.

18. 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.

19. The Agency shall maintain proper record pertaining to the Data Entry Operators 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 whenever called for.

20. The agency shall maintain the acquaintance/pay roll and other relevant particulars pertaining to deployed Data Entry Operators and shall be made available for inspection by the officer of the Department and other statutory authorities as and when so required.

21. Whenever the Agency fails to provide Data Entry Operators as requisitioned by the Department, it shall be lawful for the Department to avail the service departmentally or otherwise and the cost incurred shall be deducted from the amounts due to the Agency.

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22. The agency shall provide all the relevant particulars of the Data Entry Operator proposed to be deployed in the Department along with originals of the relevant certificates/documents relating to their educational qualification and work experience to the Department and only after approval, deploy them for work in the Department.

23. If any Data Entry Operator 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.

24. 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.

25. 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.

26. 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 implications, accidents, illegal actions of the Data Entry Operators deployed, etc., or for any reason whatsoever.

27. The scope of service is liable for alteration by way of deletions or additions at the discretion of the Department at any time.

28. 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.

29. The Agency shall obey all relevant Central, State and local regulations and enactments pertaining to contract Data Entry Operator and the Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI shall have the right to inquire into and decide all complaints on such matters.

30. 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.

31. If the Agency fails to provide the Data Entry Operators 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.

32. The antecedents of the Data Entry Operator 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.

33. The Agency will be held responsible for all the acts of the Data Entry Operators 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 Data Entry Operators to all the concerned including Commercial Taxes Department.

34. The Agency shall arrange a training program/workshop to the Data Entry Operators at the beginning of the deployment to make them understand the nature of work they shall carry by inviting experts in the fields and officers of the Commercial Tax Department

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35. Confidentiality :

The Contractor will be exposed by virtue of the contracted activities, to internal business information of CTD, affiliates, business partners and / or customers. The Contractor would be required to provide an undertaking that they will not use or pass to anybody the data / information derived from the proposed data warehouse in any form. The Contractor must safeguard the confidentiality of the CTD's business information, applications and data. For this Contractor and employees of Contractor are required to sign Non-disclosure agreement with CTD.

Disclosure of any part of the afore mentioned information to parties not directly involved in providing the service requested, unless required to be so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. The CTD may apart from black listing the Contractor, initiate legal action against the Contractor for breach of trust. The Contractor shall also not make news release, public announcements or any other reference on Request for Proposal or contract without obtaining prior written consent from the CTD.

36. **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 Data Entry Operators within the prescribed time limit.
- Failure to make/submit details/proof of Salary, PF, ESI, and other statutory remittances in respect of any of the Data Entry Operator deployed by the agency at the prescribed rate within the prescribed time limit.
- Deduction from the net salary payable to the Data Entry Operator deployed, of any amount not being any statutory levy or contribution and collection of any amount either directly or indirectly from the Data Entry Operator deployed as commission or fee or any other amount either before their deployment or any time during their deployment in the Department.
- Failure to submit the relevant documents/registers pertaining to the Data Entry Operators deployed under the contract for inspection either to the statutory authorities or to Commercial Taxes Department when such request is made
- Deficiency in service, like not replacing the persons in place of absentees, underperformers, persons suspected of carrying out fraudulent transactions etc. whenever such requests remade by the Department.

<u>It is open to the Department to initiate the following penal actions against the agency on breach of any of the above terms:</u>

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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 Rs.25,000/-. further, the contract will be terminated and the agency will be blacklisted after forfeiting EMD/SD.

c) On subsequent instances to impose of penalty of 50,000 if the same persists further the contract will be terminated and the agency will be black listed 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.

37. The successful agency shall have an established office in Belagavi. 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.

38. The Data Entry Operator 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 Data Entry Operators posted by the agency shall not exceed 35 years. The Data Entry Operators 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.

39. It is the responsibility of the agency to thoroughly check the antecedents of the Data Entry Operators deployed under this contract and shall be responsible for the good conduct of its staff while on duty as well as off duty.

40. **REPLACEMENT:**

The agency will provide replacement for the person who is found unsuitable/remain absent, in the event of sickness, etc. at its own cost.

41. **DURATION AND TERMINATION OF CONTRACT:**

The duration of the contract is for a period of 12 months, extendable for any other period by mutual consent. However, the contract can be terminated by either party on three month's prior written notice.

42. **PREMATURE TERMINATION OF THE CONTRACT:**

If the services of the Data Entry Operator 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 Belagavi.

43. **SCOPE OF SERIVCE**

The office of the Joint Commissioner of Commercial Taxes (Admn) in Belagavi oversees administration of the various commercial tax enactments in Karnataka. To improve tax compliance and make tax administration effective with optimal use of its limited resources the

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Commercial Taxes Department has adopted IT on a massive scale in its day to day functioning. MIS reports generated from the data gathered from returns and other periodical statements and documents furnished by taxpayers are analyzed for ensuring prompt recovery of revenue, detection of attempts of tax evasion and also assisting in policy formulation at Government level. With the use of suitable modules progress of assessment of taxes, recovery of taxes due, disposal of appeals/revision against assessments made, etc., are monitored and also the performance of the departmental Data Entry Operator evaluated to enable policy/administrative intervention wherever necessary.

The agency should carefully examine the risks and responsibilities involved and offer the rates. Once the rates are accepted, the Department will make payments to the agency at the same rate and will not entertain any other claim of agency for any reason of whatsoever. The rates offered should be net.

**The Functions of Data Entry Operators is broadly defined as follows:**

- Prompt entry of accurate and correct data declared/furnished in various periodical statements/formats by taxpayers/sub-ordinate offices
- Generation of various MIS reports
- Analysis of the MIS and other reports
- Submission of the findings to the controlling officer for necessary action
- Implementation of follow-up action as decided by the controlling officer including drafting/entry/ printing of letters, notices, orders, proceedings, etc.
- Regular upkeep of hardware and software provided and reporting any instance of malfunction or need of repair/service.
- Any other work which is accidental or incidental to the above assigned by the JCCT or his authorized officer.

43. Financial bids of agencies which do not satisfy the PQR conditions [Technical bid] will not be considered.

44. The Department shall cause to examine the PQR documents of the agencies and on that basis a list of qualified bidders will be prepared and intimated to the Agencies concerned.

45. The financial bid containing price quotations of the qualified bidders only will be opened in the presence of available qualified bidders, on the specified date.

46. **SECURITY DEPOSIT/PERFORMANCE SECURITY**

    The Agency shall deposit an amount equivalent to 5% of contract amount as security deposit/performance security in the form of Bank Guarantee/Deposit at the time of entering into agreement. The same shall be refunded to the Agency after successful completion of service contract assignment.

47. The Department agrees to make payment to the Agency against monthly service bill provided the same is correct in all respects, within 15 days from the date of submission of bill by the Agency.

48. 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 either party shall forthwith give written notice of such dispute or difference to the other party and such dispute or difference shall be referred to the Commissioner of Commercial Taxes (Karnataka), whose decision will be final.

49. 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), D.V.O BELAGAVI Division, BELAGAVI shall be final and binding on the Agency.

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50. The Department reserves the right to extend or foreclose the contract depending upon the exigency and the Agency shall continue to provide Data Entry Operators on the same terms and conditions of the contract during the extended period in the event of any extension given.

51. 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.

52. 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.

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(Admn.), DVO, Belgaum

Schedule – I

GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMN), D.V.O BELAGAVI DIVISION, BELAGAVI
SUMOULYA SOUDHA, CLUB ROAD, BELAGAVI-590019.
Telelphone: 0831-2407366, Telefax: 0831-2407365.

**Price Bid for deploying Data Entry Operators**

| Sl.No. | Particulars | Rate per person per Month | Total Amount for 27 persons for 12 months |
|---|---|---|---|
| 01 | Gross salary payable to each Data Entry Operators per month including all amounts payable towards statutory contributions/ benefits and all amounts to be deducted/remitted towards statutory dues/payments | **Rs.11,710.00** | **Rs.37,94,040.00** |
| 02 | Service charge of contractor and Service Tax | To be quoted by the Bidder | To be quoted by the bidder |
| **03** | **Total:** | **To be quoted by the Bidder** | **To be quoted by the bidder** |

Date:

Place:

**Note:** bidder shall enter only the total amount for persons for 12 months in e-Procurement Portal. If there is any change in statutory levy the CTD will pay the amount as per the changes in statutory levies.

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## Schedule – II

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

1. Confirmation for having experience of providing security services for minimum period of 1 year (please tick whichever is applicable) : Yes/No

2. List of department/organization/undertaking/corporation where services of computer skilled Data Entry Operator 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 three years details

| Year | No. of computer skilled Data Entry Operator provided | Nature of Duty | Approximate bill value in Rs. | Whether reflected in the balance sheet |
|---|---|---|---|---|
| 2014-15 | | | | |
| 2015-16 | | | | |

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

3. Confirmation for providing computer skilled Data Entry Operator
   a) Minimum 100 computer skilled Data Entry Operator provided : Yes/No
   b) Minimum Educational Qualification 10+2 (PUC) : Yes/No

4. Office details in Bengaluru including the name of the contact person, designation, e-mail id & telephone number :

Joint Commissioner of Comml. Taxes
(Admn.), DVO, Belgaum

# GOVERNMENT OF KARNATAKA
# COMMERCIAL TAXES DEPARTMENT
# OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), D.V.O BELAGAVI DIVISION, BELAGAVI

SUMOULYA SOUDHA, CLUB ROAD, BELAGAVI-590019.
Telelphone: 0831-2407366, Telefax: 0831-2407365.

## PART-I

Tenders in two cover system duly uploaded by the Registered Manpower Supply Agencies will be received by the Additional Commissioner of Commercial Taxes (GST) for the following:

1. Nature of Service: PROVIDING DATA ENTRY OPERATORS TO THE OFFICE OF THE JOINT COMMISSIONER OF COMMERCIALTAXES(ADMN), D.V.O BELAGAVI DIVISION, BELAGAVI
2. EMD: Rs. One Lakh
3. The bidders 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
4. Tender documents shall be submitted online at e-Procurement portal.
5. The participating bidders will have to pay Earnest Money Deposit (EMD) of one lakh rupees to be paid through e-Procurement portal through any 04 modes i.e. Credit Card, Internet Bank (Direct Debit), EFT (National electronic Fund Transfer) or OTC (remittance at the bank counter).
6. 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), D.V.O BELAGAVI Division, BELAGAVI shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
7. Final acceptance of the tender rests with the Joint Commissioner of Commercial Taxes (Admn), D.V.O BELAGAVI Division, BELAGAVI who reserves the right to accept or reject any or all tenders without assigning any reason therefor.
8. 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 Data Entry Operators to be deployed.
9. Tenders will be opened in the presence of tenderers or their authorized representatives, on the date & time specified here in.
10. 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.
11. 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.
12. **Security Deposit:** The successful Agency should pay Security Deposit equivalent to 5% of

Joint Commissioner of Commercial Taxes
(Admn), DVO, Belagavi

**GOVERNMENT OF KARNATAKA**
**COMMERCIAL TAXES DEPARTMENT**
**OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES**
**(ADMN), D.V.O BELAGAVI DIVISION, BELAGAVI**
**SUMOULYA SOUDHA, CLUB ROAD, BELAGAVI-590019.**
**Telelphone: 0831-2407366, Telefax: 0831-2407365.**

**PART-II**

To:

THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMN), D.V.O BELAGAVI DIVISION, BELAGAVI
SUMOULYA SOUDHA, CLUB ROAD, BELAGAVI-590019.

Sir,

**TENDER FOR PROVIDING DATA ENTRY OPERATORS TO THE OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), D.V.O BELAGAVI DIVISION, BELAGAVI**

I/We .......................................................................... do hereby tender for Data Entry Operators to the office of the Commissioner of Commercial Taxes (Karnataka) as per the quoted rates and in all respects in accordance with the conditions applicable.

**NATURE OF SERVICE:** PROVIDING DATA ENTRY OPERATORS TO THE OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), D.V.O BELAGAVI DIVISION, BELAGAVI

I/We have paid an amount of Rs. 1 lakh through Credit Card/Internet Bank/NEFT/OTC towards EMD. I /we are aware that the EMD will not bear any interest. Should my/our tender is accepted; I/ we agree to pay 5% of contract value towards security deposit for the due fulfilment of the contract.

If this tender is accepted, I/we agree to abide by and fulfil all the terms and conditions of the contract or in default thereof pay to the Commercial Taxes Department the sum of money mentioned in the said contract without prejudice to any other right of the Commercial Taxes Department.

I/We hereby distinctly and expressly declare and acknowledge that before submission of this tender; I/We have carefully followed the instructions and I/we have made examination of contract documents and locations where the Data Entry Operators 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.

Joint Commissioner of Comml. Taxes
(Admn.), DVO, Belgaum

the value of the contract amount put to tender for due performance of the contract.

13. The successful agency is liable to comply with all laws applicable, including labour laws.

14. 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.

15. Applicable taxes, as per rules in force will be deducted from the bills payable to the agency.

16. Rejected Bidder's EMD shall be refunded.

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Joint Commissioner of Comml. Taxes
(Admn.), DVO, Belgaum

**GOVERNMENT OF KARNATAKA**
**COMMERCIAL TAXES DEPARTMENT**
**OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), D.V.O BELAGAVI DIVISION, BELAGAVI**
**SUMOULYA SOUDHA, CLUB ROAD, BELAGAVI-590019.**
**Telelphone: 0831-2407366, Telefax: 0831-2407365.**

To:
THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMN), D.V.O BELAGAVI DIVISION, BELAGAVI
SUMOULYA SOUDHA, CLUB ROAD, BELAGAVI-590019.

Sir,

## DECLARATION

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

| | |
|---|---|
| NATURE OF SERVICE: | JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), D.V.O BELAGAVI DIVISION, BELAGAVI SUMOULYA SOUDHA, CLUB ROAD, BELAGAVI-590019. |

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 BELAGAVI Division, BELAGAVI.

CONTRACTOR

Joint Commissioner of Comml. Taxes
(Admn.), DVO, Belgaum

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 of .......................2016

**CONTRACTOR**

Joint Commissioner of Comml. Taxes
(Admn.), DVO, Belgaum