



GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT

OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (Admn) VAT Division-6,  
#488, K.I.A.D.B Building, 3<sup>rd</sup> floor, 4<sup>th</sup> Phase, 14<sup>th</sup> Cross, Peenya II Stage, Bangalore-560058  
Tel.No:080-28363927 Fax.No:080-28363845

No: JCCT(A)/DEO/SIBBANDI/CR- 15/2016-17

Date: 15.02.2017

**E-TENDER NOTIFICATION**

The Joint Commissioner Of Commercial Taxes (Admin), DVO-6 Bengaluru-560058, in association with e-Procurement is inviting online e-tender for 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 companies, registered in Karnataka State, who have adequate financial resources and experience.

Name of the work	No.of Personnel
Providing Data Entry Operators to the Office of the Joint Commissioner Of Commercial Taxes (Admin), DVO-6, Bengaluru-560058 (No of members to be placed in Bengaluru- 38 No of members to be placed outside the Bengaluru i.e. Tumakuru-6, Madhugiri-3 & Tiptur-3 Total-12)	50

1. **EMD:** Rupees one lakh 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 company/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.

Joint Commissioner of Commercial Taxes,  
(Admin) DVO-6, Bengaluru.

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

I	Designation and address of the procuring entity	OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (Admn) VAT Division-6, #488, K.I.A.D.B Building, 3 <sup>rd</sup> floor,4 <sup>th</sup> Phase,14 <sup>th</sup> Cross, Peenya II Stage,Bangalore-560058 Tel.No:080-28363927 Fax.No:080-28363845
II	Designation and address of the tender inviting authority	OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (Admn) VAT Division-6, #488, K.I.A.D.B Building, 3 <sup>rd</sup> floor,4 <sup>th</sup> Phase,14 <sup>th</sup> Cross, Peenya II Stage,Bangalore-560058 Tel.No:080-28363927 Fax.No:080-28363845
III	Designation and address of the tender accepting authority	OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (Admn) VAT Division-6, #488, K.I.A.D.B Building, 3 <sup>rd</sup> floor,4 <sup>th</sup> Phase,14 <sup>th</sup> Cross, Peenya II Stage,Bangalore-560058 Tel.No:080-28363927 Fax.No:080-28363845
IV	Last date and time for receipt of bid	14/03/2017 at 04.00P.M
V	Last date for submission of pre-bid query	27/02/2017 at 5.00P.M
VI	Pre-bid meeting.	27/02/2017 at 5.00P.M At JCCT Chamber
VII	Last date for response on pre-bid query by JCCT(A)	28/02/2017 at 5.00P.M
VIII	Date, time and venue for opening of technical bid;	15/03/2017 at 11.00A.M At JCCT Chamber
XI	Date, time and venue for opening of Financial bid;	18/03/2017 at 11.00 A.M At JCCT Chamber
X	Telephone No. and e-mail ID for contact	080-28363927 e-mail ID : jcctdvo6@gmail.com

Tender Inviting Authority and

Joint Commissioner of Commercial Taxes,  
(Admin) DVO-06, Bengaluru.

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

- i. The companies should have provided at least 100 computer skilled personnel to one or more State/Central Government Departments / organisations / undertakings /corporations for at least one 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 (Admin), DVO-6, Peenya, Bengaluru-560058 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 Company shall not be less than Rupees 500 Lakhs for the last two financial years (i.e. 2014-15 and 2015-16). The company 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 company/LLP 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 i.e.,
    - (i) Form-3 – as an employer
    - (ii)Form-4 as an individual / Firm / Company- Along with clearance certificate issued by jurisdictional PT officer.
  - f) Copy of the PAN card of the company
  - g) Any other registrations required as per the existing laws relating to providing manpower services (Copies of certificates should be uploaded)
- iv. Companies whose contracts have been terminated/ foreclosed by any company / firm during the last 3 years due to non-fulfilment of contractual obligations are not eligible to bid. The company should clearly specify and submit letter in writing separately stating that they do not fall under this category.
- v. Supplier should be ISO Certified company.
- vi. The bidder should be a company/LLP registered under the companies Act,1956
- vii. Companies should have local ESI code as evidenced by ESI registration copy or C-11 copy issued by competent jurisdictional authority.

2. The companies 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 companies which do not meet the Pre-Qualifying Requirements (Technical Bids) will not be considered.
4. The Joint Commissioner Of Commercial Taxes (Admin),DVO-6,Peenya, Bengaluru-560058, shall cause examination of the PQR documents of the companies and on that basis a list of qualified bidders will be prepared and intimated to the Companies concerned.
5. The second bid containing financial bid of the qualified bidders only will be opened.

## **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 (Admin), DVO-6, Peenya, Bengaluru-560058 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.500/- (Rupees Five hundred only) with terms and conditions as per the format specified by the Commissioner of Commercial Taxes (Karnataka) / the Joint Commissioner Of Commercial Taxes (Admin),DVO-6,Bengaluru-560058
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 company 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/company 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 Joint Commissioner Of Commercial Taxes (Admin), DVO-6,Peenya Bengaluru-560058 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 office of the Joint Commissioner Of Commercial Taxes (Admin), DVO-6,Peenya Bengaluru-560058.The successful bidder shall deploy Data Entry Operators as and when ordered and within such time as may be decided by the office of the Joint Commissioner Of Commercial Taxes (Admin), DVO-6,Peenya Bengaluru-560058,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/company to his/her Data Entry Operator working in the office of the office of the Joint Commissioner Of Commercial Taxes (Admin), DVO-6, Peenya Bengaluru-560058 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 (Admin), DVO-6,Peenya Bengaluru-560058. The statement of disbursal of salaries/remuneration for a particular month duly certified by the Bank should be submitted by the Company with bills of next month to the office of the Joint Commissioner Of Commercial Taxes (Admin), DVO-6,Peenya Bengaluru-560058 be eligible for payment.

14. In case more than one company stands L1, firstly, ISO certified companies will get preference over others. Secondly, the companies 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 consent with the same terms and conditions of the agreement executed. However, the contract can be terminated by either party on three months" prior in writing notice.
16. The Company should not sublet the contract. If the Company is found to have sublet the contract, the contract will be terminated at the risk and cost of the contractor concerned.
17. The company shall furnish Salary Slip to all its employees indicating Net salary/Wages after deduction of statutory payments.
18. The company 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.
19. The statement showing earnings and disbursal of take home remuneration, remittance of EPF and ESI for a particular month should be submitted by the Company with bills of next month to office of the Joint Commissioner Of Commercial Taxes (Admin), DVO-6, Peenya Bengaluru-560058 to be eligible for payment along with documentary proof of payment of profession tax and service tax as prescribed in **Annexures-3A, 3B, 3C, 3D and 3E.**
20. The Data Entry Operators deployed by the Company shall not have any connections with the employees of the Department. The Company shall be responsible for any un-authorized acts of the Data Entry Operator and for any damage / injury sustained by them in the course of their work / duty.

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OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMIN), DVO-  
6,PEENYA,BENGALURU-560058**

**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 (Admin),DVO-6 Bengaluru-560058
2. The “Department” means the office of the Joint Commissioner of Commercial Taxes (Admin),DVO-6 Bengaluru-560058
3. The “Company/Contractor” means the Company to whom the work of providing Data Entry Operators is awarded.
4. “Data Entry Operators” means, Data Entry Operators deployed by the Company.
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 Company.
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 unsuitable, failure to provide suitable replacement to the absentees, non-payment of wages within the time prescribed, short payment of wages, short remittance of statutory payments, failure to submit the relevant details of the 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 to the office the Joint Commissioner Of Commercial Taxes (Admin), DVO-6,Peenya Bengaluru-560058. and 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 Additional Commissioner of Commercial Taxes (GST) or other authorized officers of the Department, as the case maybe.
8. Qualification of Data Entry Operators: Data Entry Operators to be deployed by the company 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/ Organisations 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 Company 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 company and the company or between the Data Entry Operator deployed by the company with the company/company, the jurisdiction of the court shall be at Bengaluru.
- 11.** The Data Entry Operators deployed by the Company shall be the employees of the Company 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 Company's contribution as per law, at the applicable rates within the stipulated time limits.
- 13.** The Company shall also produce the documents for having paid PF/ESI contribution towards each employee's account along with Company's contribution to the designated Authorities, from time to time. The company 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 Company shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws.
- 14.** The Company 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 company shall also submit the copy of remittance of service tax to the appropriate authorities along with the bills.
- 15.** The Company shall disburse the salary to its Data Entry Operator deployed as quoted in Schedule I annexed to the tender documents. The Company 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 department at its discretion can cancel the contract. The Company shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws.
- 16.** The Company 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 received by the appointee to the CTD for reference and records of Commercial Taxes Department.
- 17.** The company 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 company shall issue Photo ID cards to all its employees with the company's Logo & Name and Designation of the employee deployed within a period of one month.
- 19.** The Company 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 company 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 Company 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 Company.
22. The company 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 Company are considered undesirable by the Department, it shall be the responsibility of the Company to remove the said person or persons from the work. Such persons cannot be re-deployed by the Company for any other work of the Department without the specific permission of the Department.
24. The Company should not sublet the contract. If the Company 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 Company.
26. The Department shall not be held responsible or called upon to make good any losses/costs incurred by Company 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 company to make alterations/variations in the assigned work/change the deployed staff.
29. The Company shall obey all relevant Central, State and local regulations and enactments pertaining to contract Data Entry Operator and the Commissioner of Commercial Taxes 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 Company 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 Company by the Department on any account whatsoever and in the event of security deposit being reduced by reasons of any such deduction the Company shall, within 10 days thereafter make good the shortfall in the security deposit referred to above.
31. If the Company 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 company to complete the work. Any extra cost incurred by the Department due to such failure on the part of the Company shall be recovered from the Company.
32. The antecedents of the Data Entry Operator engaged by the Company for deployment should be verified through local police or by any other Government Company 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 Company 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 company shall undertake to compensate the losses arising from such acts of Data Entry Operators to all the concerned including Commercial Taxes Department.

**34.** The Company 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 the experts in the field and officers of the Commercial Taxes Department.

**35. Confidentiality :**

- a. 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.
- b. 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 company 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 company 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.

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

- a) At first instance to issue warning notice clearly narrating the incident of breach asking the company to submit its explanation and the action the company is proposing to avoid repetition of such incident.
- b) On the second instance to impose a penalty not exceeding Rs.25,000/-.
- c) On subsequent instances to impose of penalty of Rs.50,000/-. If the same persists further, the contract will be terminated and the company 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 company from any available legal options including forfeiture of security deposit.

**37.** The successful company shall have an established office in Bengaluru. The company 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 company shall not exceed 35 years. The Data Entry Operators deployed should be properly briefed by the company 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 Company for their effective functioning.

**39.** It is the responsibility of the company 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 company 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 Company 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 Bengaluru.

**43. SCOPE OF SERVICE**

The office of the Commissioner of Commercial Taxes in Bengaluru 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 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 analysed 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 company should carefully examine the risks and responsibilities involved and offer the rates. Once the rates are accepted, the Department will make payments to the company at the same rate and will not entertain any other claim of company 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 and PEL Soft 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 Kannada & English letters/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.

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

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

46. 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.

**47. SECURITY DEPOSIT/PERFORMANCE SECURITY**

The Company 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 Company after successful completion of service contract assignment.

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

49. In case any dispute or difference arises between the Department or its representative and the Company 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 to the office the Joint Commissioner Of Commercial Taxes (Admin), DVO-6,Peenya Bengaluru-560058, whose decision will be final.

50. 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 to the office the Joint Commissioner Of Commercial Taxes (Admin), DVO-6,Peenya Bengaluru-560058, Bengaluru shall be final and binding on the Company.

51. The Department reserves the right to extend or foreclose the contract depending upon the exigency and the Company 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.

52. If any loss or damage is caused to the Department by non-compliance of the obligations under this agreement by the Company, the Company is liable to make good such losses and the Department shall be entitled to recover the same from the Company.

53. The arrangement between the company and the Department is on Principal to Principal basis and neither of them shall be treated as the agent of the other.

54. ಆಯ್ಕೆಯಾದ ಹೊರಗುತ್ತಿಗೆ ಏಜೆನ್ಸಿ ತಮ್ಮ ಮಾಸಿಕ ಬಿಲ್ಲು ಸಲ್ಲಿಸುವಾಗ ಈ ಕೆಳಕಂಡ ದಾಖಲೆಗಳನ್ನು ಕಡ್ಡಾಯವಾಗಿ ಲಗತ್ತಿಸಿ ಸಲ್ಲಿಸಲು ಸೂಚಿಸಲಾಗಿದೆ.

- ಪ್ರತಿ ಹೊರಗುತ್ತಿಗೆ ಏಜೆನ್ಸಿಯವರು ಇಲಾಖೆಗೆ ಮಾಹೆಯಾನ Invoice ನೀಡುವಾಗ ತಮ್ಮ ಸಂಸ್ಥೆಯ ESI ಹಾಗೂ P.F. Code ನಂಬರ್‌ಗಳನ್ನು ಕಡ್ಡಾಯವಾಗಿ Invoice ನಲ್ಲಿ ನಮೂದಿಸಿರತಕ್ಕದ್ದು.
- Challan ಗಳಲ್ಲಿ S.B.I. ಬ್ಯಾಂಕ್ ನಿಂದ ನೀಡಲಾಗಿರುವ CRN ನಂಬರ್ ಇರಲೇಬೇಕು. ಇದರೊಂದಿಗೆ E.C.R. ಹಾಗೂ ಇಲಾಖೆಗೆ ಒದಗಿಸಲಾಗಿರುವ ನೌಕರರ ಹೆಸರುಗಳನ್ನು highlight ಮಾಡಲಾಗಿರುವ ಪಟ್ಟಿ ಇರಬೇಕು. ಈ ಮಾಹಿತಿಯನ್ನು ಆಯಾ ತಿಂಗಳು ಮುಗಿದ ತರುವಾಯ 15 ದಿನಗಳೊಳಗೆ ನೀಡಬೇಕು.
- ಪ್ರತಿ ತಿಂಗಳ 'Salary register' ನ್ನು (Sheet ಗಳಲ್ಲಿ ಆದರೂ ಸಹ) Principal ಅಂದರೆ ಈ ಕಛೇರಿಗೆ Submit ಮಾಡಬೇಕು.
- ಪ್ರತಿ ನೌಕರರಿಗೆ P.F., E.S.I. ಹಾಗೂ UAN (Universal Account Number) ನಂಬರ್‌ಗಳಿರುವ "Wages Slip" ಗಳನ್ನು Principal ಮೂಲಕ ಪ್ರತಿ ತಿಂಗಳು ನೀಡಬೇಕು. ಅಂದರೆ ನೀವು ಅಂತಹ Slip ಗಳನ್ನು ಈ ಕಛೇರಿ ಮೂಲಕ ಸಂಬಂಧಿಸಿದ ನೌಕರರಿಗೆ ಪ್ರತಿ ತಿಂಗಳು ನೀಡಬೇಕು.
- ಪ್ರತಿ ನೌಕರರಿಗೂ ಸಹ 12 ಸಂಖ್ಯೆಗಳ UAN Code ನ್ನು activation ಮಾಡಿಸಿ, ಸದರಿ UAN Code ನ್ನು ಈ ಕಛೇರಿಗೆ ಸಲ್ಲಿಸಬೇಕು. UAN Code ಸಹಾಯದಿಂದಲೇ ಸಂಬಂಧಿಸಿದ ಹೊರಗುತ್ತಿಗೆ ನೌಕರರು ತಮ್ಮ ಖಾತೆಗೆ ಜಮಾ ಆಗಿರುವ ಮೊತ್ತಗಳ ಮಾಹಿತಿ ತಿಳಿಯಲು ಸಾಧ್ಯವಾಗುವ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಈ ಮಾಹಿತಿ ಅತ್ಯಗತ್ಯವಾಗಿರುತ್ತದೆ.
- P.F. ಗೆ ಸಂಬಂಧಿಸಿದಂತೆ, UAN number ಗಳನ್ನು ಹೊರಗುತ್ತಿಗೆ ಸಿಬ್ಬಂದಿ ಈಗಾಗಲೇ ಹೊಂದಿದ್ದಲ್ಲಿ ಅದೇ ನಂಬರ್‌ನ್ನು ಮುಂದುವರೆಸಲು ಏಜೆನ್ಸಿ ಕ್ರಮಕೈಗೊಳ್ಳಬೇಕು.
- ತಮ್ಮ ಸಂಸ್ಥೆಯೊಂದಿಗೆ ಮಾಡಿಕೊಂಡಿರುವ ಹೊರಗುತ್ತಿಗೆ ಕರಾರನ್ನು P.F, E.S.I. ಹಾಗೂ ಕಾರ್ಮಿಕ ಇಲಾಖೆಯ ಅಂತರ್ಜಾಲದಲ್ಲಿ ತಕ್ಷಣವೇ ಅಪ್‌ಲೋಡ್ ಮಾಡಬೇಕು.
- E.S.I. ಗೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಮೊದಲ ತಿಂಗಳಲ್ಲಿಯೇ Temporary E.S.I. card ಗಳನ್ನು ತಪ್ಪದೇ ನೀಡತಕ್ಕದ್ದು. ಈಗಾಗಲೇ ಸಿಬ್ಬಂದಿಗಳು E.S.I. ಕಾರ್ಡ್ ಹೊಂದಿದ್ದಲ್ಲಿ ಅದನ್ನು ಮುಂದುವರೆಸಲು ಹಾಗೂ Smart card ಪಡೆಯಲು ಕ್ರಮಕೈಗೊಳ್ಳುವುದು.
- ಹೊರಗುತ್ತಿಗೆ ಸಿಬ್ಬಂದಿಗಳ P.F. UAN ನಂಬರ್ ಅನ್ವಯ Pass book ಖಾತೆಗಳಲ್ಲಿನ ಮೊತ್ತವನ್ನು ಪರಿಶೀಲಿಸಿ, ಸದರಿಯವರ ಖಾತೆಯಲ್ಲಿ ಸಂಪೂರ್ಣ ಮೊತ್ತವನ್ನು ಜಮಾ ಆಗಿದೆ ಎಂದು ದೃಢೀಕರಿಸುವುದು ಏಜೆನ್ಸಿಯ ಜವಾಬ್ದಾರಿಯಾಗಿರುತ್ತದೆ. ಅಂತಹ ಪಾವತಿ ಬಗ್ಗೆ ಸಂಬಂಧಿಸಿದ ಇಲಾಖೆ/ಕಛೇರಿ (E.S.I./ P.F.) ಗಳಿಂದ ದೃಢೀಕರಣ ಪಡೆದು ಪ್ರತಿ ತಿಂಗಳು ಬಿಲ್ಲಿನ ಜೊತೆಗೆ ಲಗತ್ತಿಸುವುದು.
- E.S.I. ಮತ್ತು P.F. ಗಳನ್ನು Online ಪಾವತಿ / ಸಲ್ಲಿಕೆ ಮಾಡಿದ್ದಲ್ಲಿಯೂ ಸಹ ಸಂಬಂಧಿಸಿದ ಇಲಾಖೆ ಕಛೇರಿಗಳಿಂದ ಅಂತಹ ಪಾವತಿ ಆಗಿರುವ ಬಗ್ಗೆ ದೃಢೀಕರಣವನ್ನು ಪಡೆದು ಪ್ರತಿ ತಿಂಗಳು ಬಿಲ್ಲಿನ ಜೊತೆಗೆ ಲಗತ್ತಿಸುವುದು.

ಟೆಂಡರ್ ಆಹ್ವಾನಿಸುವ ಪ್ರಾಧಿಕಾರ ಮತ್ತು  
ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಜಂಟಿ ಆಯುಕ್ತರು  
(ಆಡಳಿತ), ಮೌ.ತೆ.ವಿ-6, ಪೀಣ್ಯ, ಬೆಂಗಳೂರು-58

**Schedule – I**

**COMMERCIAL TAXES DEPARTMENT,  
GOVERNMENT OF KARNATAKA  
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMIN), DVO-6,  
PEENYA BENGALURU-560058**

**Price Bid for deploying Data Entry Operators**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Rate per person per Month</b>	<b>Total Amount for 50 persons for 12 months</b>
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.	Rs.
02	Service charge of contractor and Service Tax	To be quoted by the Bidder	To be quoted by the bidder
03	<b>Total:</b>		

Date:

Place:

**Note:** bidder shall enter only the total amount for 50 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.

## Schedule – II

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

1. Confirmation for having experience of providing DEO 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 :

**GOVERNMENT OF KARNATAKA**  
**COMMERCIAL TAXES DEPARTMENT**  
OFFICE THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMIN),  
DVO-6, PEENYA BENGALURU-560058

**PART-I**

Tenders in two cover system duly uploaded by the Registered Manpower Supply Companies 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  
THE JOINT COMMISSIONER OF COMMERCIAL TAXES  
(ADMIN), DVO-6, PEENYA BENGALURU-560058
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 080-22257665
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 office the joint commissioner of commercial taxes (admin),DVO-6,Peenya Bengaluru-560058 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 office the joint commissioner of commercial taxes (admin),DVO-6,Peenya Bengaluru-560058 who reserves the right to accept or reject any or all tenders without assigning any reason therefor.
8. Submission of the tender by the Company 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. 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.



**10.** 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 company, and ensure timely remittance of all statutory contributions at applicable rates to the authorities regularly.

**12. Security Deposit:** The successful Company should pay Security Deposit equivalent to 5% of the value of the contract amount put to tender for due performance of the contract.

**13.** The successful company 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 company.

**16.** Rejected Bidder's EMD shall be refunded

**GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT  
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMIN),  
DVO-6,PEENYA BENGALURU-560058**

**PART-II**

TO  
Office Of The Joint Commissioner Of Commercial Taxes  
(Admin), Dvo-6, Peenya Bengaluru-560058  
Tel.No:080-28363927

Sir,

**TENDER FOR PROVIDING DATA ENTRY OPERATORS TO THE  
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES  
(MINOR ACTS), BENGALURU.**

I/We .....do hereby tender for Data Entry Operators to the office of the Joint Commissioner of Commercial Taxes (Admin),DVO-6,Peenya,Bengaluru 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  
(Admin.), BENGALURU.

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.

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 .....2017

**CONTRACTOR**

**GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT  
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMIN),  
DVO- 6,PEENYA,BENGALURU-560058**

To:

Sir,

**DECLARATION**

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

**NATURE OF SERVICE: PROVIDING DATA ENTRY OPERATORS TO THE  
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMIN),  
DVO- 6,PEENYA,BENGALURU-560058**

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 (Admin),DVO-6,Peenya, Bengaluru-560058

CONTRACTOR

**ANNEXURE-3 A**

Statement showing the details of payment of take home remuneration of Data Entry Operators for the month of .....

(to be furnished every month with bills)

Name and address of the Service provider/Company:

(Amount in Rs.)

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

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

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

Contractor's signature

(with seal)

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

**ANNEXURE-3 B**

Statement showing the details of payment of EPF contribution of Data Entry Operators for the month of .....

(to be furnished every month with bills)

Name and address of the Service provider/Company:

EPF Registration No. :

(Amount in Rs.)

Sl. No.	Name of the DEOs	EPF A/c No.	EPF Contribution Paid		EPF payment challan no. and date
			Employee Contribution	Employer's Contribution	
a	b	c	d	e	f

month of----- :Rs.-----

Total amount of EPF contribution paid for the --- ----

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

Contractor's signature

(with seal)

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

### ANNEXURE-3 C

Statement showing the details of payment of ESI contribution of Data Entry Operators for the month of .....

(to be furnished every month with bills)

Name and address of the Service provider/Company:

ESI Registration No. :

(Amount in Rs.)

Sl. No.	Name of the DEOs	ESI A/c No.	ESI Contribution Paid		ESI payment challan no. and date
			Employee Contribution	Employer's Contribution	
a	b	c	d	e	f

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

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

Contractor's signature

(with seal)

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

**ANNEXURE-3 D**

Statement showing the details of payment of Service Tax of Data Entry Operators for the month of

.....

(to be furnished every month with bills)

Name and address of the Service provider/Company:

Service Tax Registration No. :

(Amount in Rs.)

Sl. No.	Name of the DEOs	Service Tax Amount	Service Tax payment challan no. and date
a	b	c	d

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

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

Contractor's signature

(with seal)

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



**ANNEXURE-3 E**

Statement showing the details of payment of profession tax of Data Entry Operators for the month of .....

(to be furnished every month with bills)

Name and address of the Service provider/Company:

Profession Tax Registration No. :

(Amount in Rs.)

Sl. No.	Name of the DEOs	profession tax	profession tax payment challan no. and date
a	b	c	d

Total amount of profession tax paid for the month of-----:Rs. -----

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

Contractor's signature

(with seal)

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