ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಸಂಖ್ಯೆ: ಆಇ 143 ವಾತೆಇ 2022 (ಇ-ಆಫೀಸ್)

ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸಚಿವಾಲಯ, ವಿಧಾನ ಸೌಧ, ಬೆಂಗಳೂರು, ದಿನಾಂಕ:02-01-2023

ಇವರಿಂದ ,

ಸರ್ಕಾರದ ಅಪರ ಮುಖ್ಯಕಾರ್ಯದರ್ಶಿಗಳು, ಆರ್ಥಿಕ ಇಲಾಖೆ, ವಿಧಾನ ಸೌಧ, ಬೆಂಗಳೂರು.

ಇವರಿಗೆ.

ಆಯುಕ್ತರು, ವಾಣಿಜ್ಯ ತೆರಿಗೆ ಇಲಾಖೆ, ಗಾಂಧಿನಗರ, ಬೆಂಗಳೂರು.

ಮಾನ್ಯರೇ,

ವಿಷಯ: ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಇಲಾಖೆಗೆ 1326 ದತ್ತಾಂಶ ನಮೂದಕರ ಸೇವೆಯನ್ನು ಟೆಂಡರ್ ಪ್ರಕ್ರಿಯೆಯ ಮೂಲಕ ಪಡೆದುಕೊಳ್ಳಲು ಆಡಳಿತಾತ್ಮಕ ಅನುಮೋದನೆಯನ್ನು ನೀಡುವ ಬಗ್ಗೆ.

ಉಲ್ಲೇಖ: ತಮ್ಮ ಪತ್ರ ಸಂಖ್ಯೆ: ಎಸಿ/ಇಜಿ-4/ಸಿಆರ್-06/2022-23, ದಿನಾಂಕ: 06-12-2022 ಮತ್ತು 14-12-2022.

ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಉಲ್ಲೇಖಿತ ಪತ್ರಗಳಲ್ಲಿ ಸಲ್ಲಿಸಿದ್ದ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಪರಿಶೀಲಿಸಿ, ಈ ಕೆಳಕಂಡ ಅಂಶಗಳಿಗೆ ಅನುಮೋದನೆಯನ್ನು ನೀಡಲಾಗಿದೆ ಎಂದು ತಮಗೆ ತಿಳಿಸಲು ನಿರ್ದೇಶಿತಳಾಗಿದ್ದೇನೆ.

(1). ದಿನಾಂಕ:01-04-2023 ರಿಂದ ಅನ್ವಯವಾಗುವಂತೆ ಎರಡು ವರ್ಷಗಳ ಅವಧಿಗೆ 1326 ದತ್ತಾಂಶ ನಮೂದಕರ ಸೇವೆಯನ್ನು ಹೊರಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ಟೆಂಡರ್ ಪ್ರಕ್ರಿಯೆಗಳನ್ನು ಕೈಗೊಂಡು ಪಡೆದುಕೊಳ್ಳಲು ಆಡಳಿತಾತ್ಮಕ ಅನುಮೋದನೆಯನ್ನು ನೀಡಲಾಗಿದೆ.

(2). 1326 ದತ್ತಾಂಶ ನಮೂದರ ಸೇವೆಯನ್ನು ಪ್ರತ್ಯೇಕವಾಗಿ ಟೆಂಡರ್ ಪ್ರಕ್ರಿಯೆಯ ಮೂಲಕ ಹೊರಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ಪಡೆದುಕೊಳ್ಳುವ ಅಧಿಕಾರವನ್ನು ಅಪರ ಆಯುಕ್ತರು(ಜಾರಿ), ದಕ್ಷಿಣ ವಲಯ, ಬೆಂಗಳೂರು., ಜಂಟಿ ಆಯುಕ್ತರು(ಕಿರಿಯ ಕಾಯ್ಮೆಗಳು) & (ಜಾಗೃತಿ), ಬೆಂಗಳೂರು ಮತ್ತು ಬೆಂಗಳೂರು/ರಾಜ್ಯದ ಎಲ್ಲಾ ವಿಭಾಗೀಯ ಜಂಟಿ ಆಯುಕ್ತರು(ಆಡಳಿತ) ಇವರುಗಳಿಗೆ ಪ್ರತ್ಯಾಯೋಜಿಸಿ ವಿಶೇಷ ಅನುಮತಿಯನ್ನು ನೀಡಲಾಗಿದೆ.

ತಮ್ಮ ನಂಬುಗೆಯ,

ನಿ ೧ ನಿ / ಒನ್ನು _____ (ಎಂ.ರಾಜಮ್ಮೆ) ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ ಆರ್ಥಿಕಇಲಾಖೆ(ವಾತೆ-2 &ಸಮನ್ಯಯ)

2/01/2023



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

(ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಇಲಾಖೆ)

ಸಂಖ್ಯೆ: ಎಸಿ/ಇಜಿ-4/ಸಿಆರ್-06/2022-23

ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಆಯುಕ್ತರವರ ಕಛೇರಿ, ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಕಾರ್ಯಾಲಯ–1, 2ನೇ ಮಹಡಿ, 1ನೇ ಮುಖ್ಯ ರಸ್ತೆ, ಕಾಳಿದಾಸ ಮಾರ್ಗ, ಗಾಂಧಿನಗರ, ಬೆಂಗಳೂರು–560009. ದಿನಾಂಕ:11.01.2023.

ಇವರಿಗೆ,

ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಅಪರ ಆಯುಕ್ತರು(ಜಾರಿ)
ದಕ್ಷಿಣ ವಲಯ, ಬೆಂಗಳೂರು,
ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಜಂಟಿ ಆಯುಕ್ತರು (ಜಾಗೃತಿ), ಬೆಂಗಳೂರು,
ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಜಂಟಿ ಆಯುಕ್ತರು (ಕಿರಿಯ ಕಾಯ್ದೆಗಳು), ಬೆಂಗಳೂರು.
ಎಲ್ಲಾ ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಜಂಟಿ ಆಯುಕ್ತರು (ಆಡಳಿತ),
ವಿಭಾಗೀಯ ಸರಕು ಮತ್ತು ಸೇವಾ ತೆರಿಗೆ ಕಛೇರಿ,

ಮಾನ್ಯರೇ,

ವಿಷಯ: 1326 ದತ್ತಾಂಶ ನಮೂದಕರುಗಳ ಸೇವೆಯನ್ನು ಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ಟೆಂಡರ್ ಪ್ರಕ್ರಿಯೆಯ ಮೂಲಕ ಪಡೆದುಕೊಳ್ಳುವ ಅಧಿಕಾರವನ್ನು ಪ್ರತ್ಯಾಯೋಜಿಸುವ ಬಗ್ಗೆ.

ಉಲ್ಲೇಖ: 1) ಈ ಕಛೇರಿಯ ಪತ್ರ ಸಂಖ್ಯೆ: ಎಸಿ/ಇಜಿ-4/ಸಿಆರ್-06/2022-23 ದಿನಾಂಕ: 06.12.2022.

2) ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ ಆರ್ಥಿಕ ಇಲಾಖೆ(ವಾತೆ–2&ಸಮನ್ವಯ) ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ: ಆಇ 143 ವಾತೆಇ 2022 (ಇ–ಆಫಿಸ್) ದಿನಾಂಕ: 02.01.2023.

ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಉಲ್ಲೇಖ (1)ರ ಪತ್ರದ ಮನವಿಯನ್ನು ಪರಿಶೀಲಿಸಿ, ಇಲಾಖೆಯಲ್ಲಿನ ಲಿಪಿಕ ಸಿಬ್ಬಂದಿಗಳ ರಿಕ್ತ ಸ್ಥಾನಗಳು ಹಾಗೂ ಕಛೇರಿ ಕೆಲಸಗಳು ಸುಗಮವಾಗಿ ನಿರ್ವಹಿಸಲು ಅನುವಾಗುವಂತೆ, ಉಲ್ಲೇಖ (2)ರ ಸರ್ಕಾರದ ಪತ್ರದಲ್ಲಿ ದಿನಾಂಕ: 01.04.2023 ರಿಂದ 31.03.2025 ರವರೆಗಿನ ಅವಧಿಗೆ ಅನ್ವಯವಾಗುವಂತೆ, 1326 ಸಂಖ್ಯೆಯ ದತ್ತಾಂಶ ನಮೂದಕರುಗಳ ಸೇವೆಯನ್ನು ಟೆಂಡರ್ ಪ್ರಕ್ರಿಯೆಯ ಮೂಲಕ ಹೊರಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ಪಡೆಯಲು ಆಡಳಿತಾತ್ಮಕ ಅನುಮೋದನೆಯನ್ನು ನೀಡಲಾಗಿದೆ ಹಾಗೂ ಸದರಿ ದತ್ತಾಂಶ ನಮೂದಕರುಗಳ ಸೇವೆಯನ್ನು ಟೆಂಡರ್ ಪ್ರಕ್ರಿಯೆಯ ಮೂಲಕ ಹೊರಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ಪಡೆದುಕೊಳ್ಳುವ ಅಧಿಕಾರವನ್ನು ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಅಪರ ಆಯುಕ್ತರು(ಜಾರಿ), ದಕ್ಷಿಣ ವಲಯ, ಬೆಂಗಳೂರು, ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಜಂಟಿ ಆಯುಕ್ತರು (ಕಿರಿಯ ಕಾಯ್ದೆಗಳು), ಬೆಂಗಳೂರು, ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಜಂಟಿ ಆಯುಕ್ತರು (ಅಡಳಿತ), ವಿಭಾಗೀಯ ಸರಕು ಮತ್ತು ಬೆಂಗಳೂರು/ರಾಜ್ಯದ ಎಲ್ಲಾ ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಜಂಟಿ ಆಯುಕ್ತರು (ಆಡಳಿತ), ವಿಭಾಗೀಯ ಸರಕು ಮತ್ತು ಸೇವಾ ತೆರಿಗೆ ಕಛೇರಿ, ಇವರಿಗೆ ಅಧಿಕಾರವನ್ನು ಪ್ರತ್ಯಾಯೋಜಿಸಿ ವಿಶೇಷ ಅನುಮತಿಯನ್ನು ನೀಡಲಾಗಿದೆ. ಅದರಂತೆ ತಮ್ಮ ವಿಭಾಗಗಳಿಗೆ ಹಂಚಿಕೆಯಾಗಿರುವ ದತ್ತಾಂಶ ನಮೂದಕರುಗಳ ವಿವರಗಳನ್ನು ಅನುಬಂಧ –1 ರಲ್ಲಿ ವಿವರಿಸಿ, ಈ ಪತ್ರದೊಂದಿಗೆ ಲಗತ್ತಿಸಲಾಗಿದೆ.

ಎಲ್ಲ ವಿಭಾಗಗಳಲ್ಲೂ ಟೆಂಡರ್ ಪ್ರಕ್ರಿಯೆಯಲ್ಲಿ ಏಕರೂಪತೆ ಕಾಪಾಡುವ ದೃಷ್ಟಿಯಿಂದ, ಈ ಪತ್ರದ ಜೊತೆಗೆ ಮಾದರಿ ಟೆಂಡರ್ ಅನ್ನು ಲಗತ್ತಿಸಲಾಗಿದೆ. ಕನಿಷ್ಟ ವೇತನ ಕಾಯ್ದೆಯಂತೆ, ಕಾರ್ಮಿಕ ಇಲಾಖೆಯು "ನಗರ ಸ್ಥಳೀಯ ಸಂಸ್ಥೆಗಳು ಹಾಗೂ ಪಂಜಾಯತ್ ರಾಜ್ ಸಂಸ್ಥೆಗಳಲ್ಲಿ ಉದ್ಯೋಗ" ದ ಅನುಸೂಚಿಯಂತೆ ಹೊರಡಿಸಿರುವ ಅಧಿಸೂಚನೆಗಳಲ್ಲಿ ನಮೂದಿಸಿರುವಂತೆ ಕನಿಷ್ಟ ವೇತನ ಕಾಯ್ದೆ ವೇತನ ನಿಯಮಗಳನ್ನು ಕಡ್ಡಾಯವಾಗಿ ಪಾಲಿಸತಕ್ಕದ್ದು. ಕಾರ್ಮಿಕ ಇಲಾಖೆಯ ನಿಯಮಗಳಂತೆ ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಅಪರ ಆಯುಕ್ತರು(ಜಾರಿ), ದಕ್ಷಿಣ ವಲಯ, ಬೆಂಗಳೂರು, ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಜಂಟಿ ಆಯುಕ್ತರು

(ಕಿರಿಯ ಕಾಯ್ದೆಗಳು), ಬೆಂಗಳೂರು, ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಜಂಟಿ ಆಯುಕ್ತರು (ಜಾಗೃತಿ), ಬೆಂಗಳೂರು ಮುರ್ತಿ ಬೆಂಗಳೂರು/ರಾಜ್ಯದ ಎಲ್ಲಾ ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಜಂಟಿ ಆಯುಕ್ತರು (ಆಡಳಿತ), ವಿಭಾಗೀಯ ಸರಕು ಮತ್ತು ಸೇವಾ ತೆರಿಗೆ ಕಛೇರಿ ಇವರು ಪ್ರಧಾನ ಕಾರ್ಯಕರ್ತರಾಗಿ (Principal Agent) ನೊಂದಣಿಯನ್ನು ಪಡೆಯಬೇಕಾಗುತ್ತದೆ.

ಈಗಾಗಲೇ ತಮ್ಮ ವಿಭಾಗಗಳಲ್ಲಿ ದತ್ತಾಂಶ ನಮೂದಕರುಗಳ ಸೇವೆಯನ್ನು ಒದಗಿಸುತ್ತಿರುವ ಹೊರಗುತ್ತಿಗೆ ಏಜೆನ್ಸಿಗಳ ಟೆಂಡರ್ ಅವಧಿಯು 31.03.2023 ಕ್ಕೆ ಅಂತ್ಯಗೊಳ್ಳುತ್ತಿರುವುದರಿಂದ, ತಮ್ಮ ವಿಭಾಗಗಳಿಗೆ ಹಂಚಿಕೆಯಾಗಿರುವ ದತ್ತಾಂಶ ನಮೂದಕರುಗಳ ಸೇವೆಯನ್ನು ಒದಗಿಸುವ ಹೊರಗುತ್ತಿಗೆ ಏಜೆನ್ಸಿಗಳನ್ನು ಕರ್ನಾಟಕ ಸಾರ್ವಜನಿಕ ಸಂಗ್ರಹಣೆಗಳಲ್ಲಿ ಪಾರದರ್ಶಕತೆ ಅಧಿನಿಯಮ 1999 (KTPP Act,1999) ಹಾಗೂ ನಿಯಮಗಳಿಗನುಸಾರವಾಗಿ ಕೂಡಲೇ ಇ–ಟೆಂಡರ್ ಪ್ರಕ್ರಿಯೆ ಪ್ರಾರಂಭಿಸಿ, ಇ–ಟೆಂಡರ್ ಮೂಲಕ ಆಯ್ಕೆ ಮಾಡುವ ಎಲ್ಲಾ ಪ್ರಕ್ರಿಯೆಗಳನ್ನು ನಿಯಮಾನುಸಾರ ದಿನಾಂಕ: 28.02.2023 ರ ಒಳಗಾಗಿ ಪೂರ್ಣಗೊಳಿಸಿ ವರದಿ ಸಲ್ಲಿಸಲು ಸೂಚಿಸಲಾಗಿದೆ.

ಅಡಕ: ಉಲ್ಲೇಖಿತ ಸರ್ಕಾರದ ಪತ್ರ ಮಾದರಿ ಟೆಂಡರ್ ಹಾಗೂ ಅನುಬಂಧ-1

ವಾಣಿಜ್ಯ ತೆರಿಗೆ ಆಯುಕ್ತರು, (ಕರ್ನಾಟಕ), ಬೆಂಗಳೂರು.

ವಾಣಿಜ್ಯ ತೆರಿಗೆಗಳ ಆಯುಕ್ತರು (ಕರ್ನಾಟಕ) ಬೆಂಗಳೂರು

Division wise allotment of Data Entry operators in Commercial Taxes Department ANNEXURE-1

SI.N	,	No. of				
О	Name of the Division					
		Allotted				
1	Commissioner of Commercial Taxes, Bangalore	71				
2	Additional Commissioner of Commercial Taxes (South Zone), Bangalore	71				
3	Joint Commissioner of Commercial Taxes (Vigilance), Bangalore	29				
4	Joint Commissioner of Commercial Taxes (Minor Acts), Bangalore	45				
5	Joint Commissioner of Commercial Taxes (Admn), DGSTO-1, Bangalore	94				
6	Joint Commissioner of Commercial Taxes (Admn), DGSTO-2, Bangalore	71				
7	Joint Commissioner of Commercial Taxes (Admn), DGSTO-3, Bangalore	64				
8	Joint Commissioner of Commercial Taxes (Admn), DGSTO-4, Bangalore	79				
9	Joint Commissioner of Commercial Taxes (Admn), DGSTO-5, Bangalore	104				
10	Joint Commissioner of Commercial Taxes (Admn), DGSTO-6, Bangalore	90				
11	Joint Commissioner of Commercial Taxes (Admn), Mysore	92				
12	Joint Commissioner of Commercial Taxes (Admn), Mangalore	111				
13	Joint Commissioner of Commercial Taxes (Admn), Shimoga	60				
14	Joint Commissioner of Commercial Taxes (Admn), Davanagere	93				
15	Joint Commissioner of Commercial Taxes (Admn), Dharwad	100				
16	Joint Commissioner of Commercial Taxes (Admn), Belagaum	107				
17	Joint Commissioner of Commercial Taxes (Admn), Kalaburgi	45				
	Total	1326				

Additional Commissioner of Commercial Taxes (e-Governance) Bengaluru.

(Model Tender document)



GOVERNMENT OF KARNATAKA COMMERCIAL TAXES DEPARTMENT

Office of the
PIN code, Karnataka Tel# 91/
website:
http://ctax.kar.nic.in
Tender No: Dated :

e-Tender Notification for Procurement of Data Entry Operators

The authorities and schedule for bidding is as under:

1)	Designation and address of the procuring entity	Details: Designation/ office address/Postal PIN Code/Phone No/Fax No
2)	Designation and address Of the tender Inviting authority	Details: Designation/ office address/Postal PIN Code/Phone No/Fax No
3)	Designation and address of the tender accepting authority	Details: Designation/ office address/Postal PIN Code/Phone No/Fax No

Sl. No	Event Description	Date & Time
1	Last date for receiving queries	
2	Date of pre-bid meeting	
3	Last date for issue of reply to queries	
5	Last Date for Submission of Bid	
4	Opening of Technical Bids	
6	Opening of Financial Bids of the technically eligible Agencies	

GOVERNMENT OF KARNATAKA

COMMERCIAL TAXES DEPARTMENT						
Office of the						
PIN code, Karnataka Tel# 91/						
File no :	Date:					
e-tender notification						
The	rtment, for <mark>24 months (</mark>					
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 services of Data Entry Operators to the office of the CTD						

- 1. **EMD:** Rupees Two lakh only.
- The participating bidders will have to pay Earnest Money Deposit (EMD) through e-modes Procurement portal by any one of the that is Credit Card, Internet Bank, NEFT or OTC.
- 3. **Price Bid:** The Service Provider should quote only the service charges and applicable GST 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 person: -....., 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 (Pre- Qualification Requirements) 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 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, financial bids of all those who have qualified technically only shall be opened.

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

- ii) The annual turnover of the Agency shall not be less than Rupees 500 Lakhs each year for the last fivefinancial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22). 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).
- ii) The agency shall have the following Registration and shall upload the copies of the Certificates:
 - a. Registration Certificate of the establishment from Department of Labour, Govt. of Karnataka (Form-C) and having license for minimum 100 employees in Form-C for last two Financial Years.
 - 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. GST Registration Certificate obtained in the State of Karnataka.
 - 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-fulfilment of contractual obligations are not eligible to bid. The agency should clearly specify and submit letter in writing separately stating that they do not fall under this category.
- v) Supplier should be an ISO Certified agency.
- The bidder should be a Company or a Limited liability partnership (LLP) registered under the Companies Act, 1956 or LLP Act, 2008 in the state of Karnataka.
- 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.
- 5. The second bid containing financial bid of the qualified bidders only will be opened.

6.	The criteria mentioned above by the bidder needs to be accomplished under company/ LLP registered under Companies Act, 1956 or LLP Act, 2008 as applicable.

GENERAL INFORMATION

- 1. Tenders shall be valid for a period of 90 days from the date of opening of Financial bid.
- 2. Alternative tender will not be considered.
- 3. Tender document is non-transferable.
- 4. Conditional tenders are liable for rejection.
- 5. Tenders without or insufficient amount of EMD will be rejected
- 6. Intending tenderers can have detailed information from the office during office hours, Contact
 Person:
 Phone Number:

- 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 as per the Minimum wages Act including statutory payments (ESI and EPF etc.)
- 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 officer offi
- 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 24 months from 01.04.2023. However, the contract can be terminated by either party on three months prior notice in writing.
- 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.

7. The agency shall furnish Salary Slip to all its employees indicating Net salary/Wages after deduction of statutory payments.	er
8. The agency shall be responsible to fulfil all statutory obligations such as remittances of GS ESI/PF/PT, etc. in respect of each Data Entry Operator deployed under this contract.	Г,

GOVERNMENT OF KARNATAKA COMMERCIAL TAXES DEPARTMENT

OFFICE OF THE

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

1.	The expression '	"service",	"job" or	"duty"	used	shall	mean	that Da	ta Entry	Operators,	required
	by the office of	the						<mark></mark>			

- 2. The "Department" means the office of the
- 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 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.
- 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, 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, MS-Power Point Presentation and Internet. Suitability of each Data Entry Operators will be screened by the Department before his/her services are expected. Data Entry Operators shall have desirable experience of minimum 1 year 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/as per KTPP Act/Rules. 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 department or between the Data Entry Operator deployed by the agency with the department/agency, the jurisdiction of the court shall be at (Place)

- 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 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 GST 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 unauthorized 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 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's and employees', the amount of ESI contribution of both employer and employee as required under Contract Labour (R&A) Act, 1970 at the time of deployment and submit copy of the same duly acknowledge by the candidate 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.
- 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.
- 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 Departments 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/or time to time to make them understand the nature of work/make them familiar for handling the GST or any other related portals, they shall carry by inviting the experts in the field and officers of the Commercial Taxes Department.

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 CTDs 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 above-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 within 7 days.

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

- a) At first instance to issue warning notice clearly narrating the incident of breach asking the agency to submit its explanation and the action the agency is proposing to avoid repetition of such incident.
- b) On the second instance to impose a penalty not exceeding Rs.25,000/-.

- c) On subsequent instances to impose of penalty of <u>Rs.50,000</u>/- .If the same persists further, the contract will be terminated and the agency will be blacklisted after forfeiting EMD/SD.
- d) This does not preclude the Department from necessary directly attributable losses on account of the actions of an employee of the agency from any available legal options including forfeiture of security deposit.
- 37. The successful agency shall have an established office in............ 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 45 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 24 months from 01.04.2023. If the CTD needed, the contract may be extended for one year on mutual consent with the existing terms and conditions. However, the contract can be terminated by either party on three months prior notice in writing.

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 (Place)...........

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 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 CCT or his authorized officer.
- 44. Financial bids of agencies 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 agencies and on that basis a list of qualified bidders will be prepared and intimated to the Agencies 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 Agency shall deposit an amount equivalent to 3% 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.

- 48. 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.

- 51. 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.
- 52. 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.
- 53. The Agency should obtain the report of "Due Diligence" from third party for each data entry operator deployed and submit such report to the Department within six months from the date of signing the Agreement.

Schedule - I

COMMERCIAL TAXES DEPARTMENT GOVERNMENT OF KARNATAKA

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Price Bid for deploying Data Entry Operators

Sl.No.	Particulars	Rate per person per Month	Total Amount for Persons For 12 months
01	Gross salary payable to each Data Entry Operators per month (As per minimum wages Acts) including statutory payments (ESIC, EPF and PT etc.)		
02	Service charge of contractor		
03	GST		
04	Total Amount payable by the Department		

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Place:

Seal & Signature of Bidder / Agency/ Contractor

Note:

- 1. Bidder shall enter all the applicable charges and applicable GST for persons for 12 months in e-procurement portal and same rate will be considered for the 2nd year.
- **2.** CTD reserves the rights to place an additional 25% of the total intended requirement at the discovered price.
- 3. The rates quoted for manpower by the agency should be as per the minimum wages Act and follow Urban local bodies notification from the Department of labour. If any changes in minimum wages Act, by the Government of Karnataka the same will be reimbursed to the bidder by the Commercial Taxes Department.

Schedule-II Self-confirmation of the tender for PQR Evaluation

- 1. Confirmation for having experience of providing data entry operator agency services for minimum period of 5 years (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 5 years.
- a) Name & address of the department/ organization / undertaking corporation
- b) Designation of official certifying the service
- c) Last five 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
2017-18				
2018-19				
2019-20				
2020-21				
2021-22				

Note: if Service 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 Providing: Yes/ No
 - b) Minimum Educational Qualification 10+2 (PUC): Yes/No
- 4. Office details in (Place)including the name's of

The contact person, designation, e-mails id & telephone number: Yes/No

GOVERNMENT OF KARNATAKA COMMERCIAL TAXES DEPARTMENT

OFFICE OF THE

PART-I

IO1	the following:
1.	Nature of Service: PROVIDING DATA ENTRY OPERATORS TO THE OFFICE OF THE(Designation of the officer)
2.3.	EMD: Rs. Two Lakh The bidders can view the tender details from the websites – http://eproc.karnataka.gov.in and

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 enroll 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 3% of 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 Bidders EMD shall be refunded.

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GOVERNMENT OF KARNATAKA COMMERCIAL TAXES DEPARTMENT

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PART-II

To:

Sir,

NATURE OF SERVICE: PROVIDING DATA ENTRY OPERATORS TO THE OFFICE OF THE (Designation of the officer).......)

I/We have paid an amount of Rs. 2 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 3% 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.

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.

CONTRACTOR

GOVERNMENT OF KARNATAKA

	COMMERCIAL TAXES DEPARTMENT
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<mark>LACI</mark> :	<mark>-2)</mark>
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	DECLARATION
/	To be given by the Contractor at the time of valending the completed tender)
(To be given by the Contractor at the time of uploading the completed tender)
NA	TURE OF SERVICE: PROVIDING DATA ENTRY OPERATORS TO THE
	OFFICE OFCOMMERCIAL
	TAXES
т	/AW/ 1
	/We have read the Tender documents and related matters carefully and diligently and
	hat I / We have uploaded the tender having studied, understood and accepted the full
1	mplications of the agreement.
	The requirements of the tender agreement stated herein will be fulfilled by me/us to
	he satisfaction of the
C	officer)