



**GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT**

**OFFICE OF THE
JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMINISTRATION) DGSTO**

“SHESHADRI BHAVAN” DEWANS ROAD, MYSORE-570 004.

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Tender No:JCCT(A):DGSTO:MYS:CTI-2:CR.03/E-TENDER/2022-23 Dated : 24.01.2023

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	Office of the JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DGSTO, MYSURU Sheshadri Bhavana, Dewan's Road, MYSORE - 570004. Telephone: 0821-2420367 & 2410911, E-mail - jcctadmndvomys@gmail.com
2)	Designation and address Of the tender Inviting authority	Office of the JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DGSTO, MYSURU Sheshadri Bhavana, Dewan's Road, MYSORE - 570004. Telephone: 0821-2420367 & 2410911, E-mail - jcctadmndvomys@gmail.com
3)	Designation and address of the tender accepting authority	Office of the JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DGSTO, MYSURU Sheshadri Bhavana, Dewan's Road, MYSORE - 570004. Telephone: 0821-2420367 & 2410911, E-mail - jcctadmndvomys@gmail.com

Sl. No	Event Description	Date & Time
1	Last date for receiving queries	15.02.2023 at 17.30 PM
2	Date of pre-bid meeting	10.02.2023 at 12.00 PM
3	Last date for issue of reply to queries	17.02.2023 at 17.30 PM
5	Last Date for Submission of Bid	22.02.2023 at 12.00 PM
4	Opening of Technical Bids	24.02.2023 at 12.30 PM
6	Opening of Financial Bids of the technically eligible Agencies	28.02.2023 at 13.00 PM



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COMMERCIAL TAXES DEPARTMENT

OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMINISTRATION) DGSTO,
"Sheshadri Bhavan" Dewans Road, Mysore-570 004.

Tel: 0821-2420367

NO:JCCT(A):DGSTO:MYS:CTI-2;CR.03:2022-23

Dated : 24th January-2023

E-tender notification

The Joint Commissioner of Commercial Taxes (ADMN), DGSTO, MYSURU, is inviting through online e-Procurement Portal for providing service of Data Entry Operators to the Department, for **24 months (from 01.04.2023 to 31.03.2025)** under two cover system/two parts (Technical bid and financial 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 services of Data Entry Operators to the office of the CTD	92

1. **EMD:** Rupees **3.38 (Three lakhs Thirty Eight thousand only)**.
2. 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 Phone number : 0821-2420367**.
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]:

- i) The agencies should have provided at least 100 computer skilled Data Entry Operator to two or more State/Central Government Departments / organizations / undertakings / corporations each year in the last five financial years 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22 and should have rendered services satisfactorily. (Documentary proof in the form of certificate issued by the department/ organization/ undertaking for satisfactory services rendered shall be scanned and uploaded. The office of The Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru 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 each year for the last five financial 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).
 - iii) 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.
 - vi) 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.
 4. The Joint Commissioner of Commercial Taxes (ADMN), DGSTO, Mysuru 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.
 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.

1. Executive Summary

The Basic Wages fixed as per the minimum wages act prescribed vide notification no. KAE 106 LWA 2021 dated: 28.07.2022 is at Rs.16,564.04 and the VDA applicable presently is at Rs.938.40 which totals to Rs.17,502.44 within BBMP, All other City Corporations and Zilla Panchayat Institutions of the State. In addition to the above employer's portion of EPF/ESI and GST will be borne by the Joint Commissioner of Commercial Taxes (Admn), DGSTO, Mysuru. The bidder will have to quote separately for the service charges which is proposed to be charged by him. (Explained in Details in the Illustration hereunder.)

The Basic Wages fixed as per the minimum wages Act prescribed vide notification no. KAE 106 LWA 2021 dated: 28.07.2022 is at Rs.16,116.32 and the VDA applicable presently is at Rs.938.40 which totals to Rs.17,054.72 for All Municipalities and Talluk Panchayat Institution of the State (Grade-I). In addition to the above employer's portion of EPF/ESI and GST will be borne by the Joint Commissioner of Commercial Taxes (Admn), DGSTO, Mysuru. The bidder will have to quote separately for the service charges which is proposed to be charged by him. (Explained in Details in the Illustration hereunder.)

The bidder cannot vary the minimum wages specified for the zone while submitting the bid and what can be varied is only the service charges based on which the tender is considered. The VDA payable at present is already specified and as and when there is a change in the VDA payable as per the notification of the Govt. of Karnataka the same will be reimbursed to the Bidder by the Commercial Taxes Department.

The present Tender is for hiring 92 Data Entry Operators for offices in Mysuru JCCT(A), DGSTO namely the Joint Commissioner of Commercial Taxes (Admn), DGSTO, Mysuru of the 92 Data Entry Operators proposed to be hired 84 DEO's are for offices based within Mysuru area for which wages applicable for BBMP, All other City Corporations and Zilla Panchayat Institutions of the State needs to be paid and 08 DEO's are for offices in Mufassil areas surrounding Mysuru such as Kollegala, Nanjanagudu, Hunsur, Virajpet and etc. for which wages applicable for Grade-I needs to be paid.

The tendering authority has the discretion to vary the tendered quantity either way as per the provisions of rule 12 (5) of the KTPP rules 2000.

The Data Entry Operators who are provided by the agency should wear white/other uniform prescribed by the tendering authority with black shoes and the uniform should have a name plate and Company's logo wherein the term "Data Entry Operator" in bold should be engraved on the shirt pocket of the uniform.

The successful bidder should disburse the salary for the previous month within 7 days of the succeeding month.

The Data Entry Operator who are deployed in the CTD are eligible for 1 days leave every month without any carry forward of the leave to the succeeding month.

The illustration for quoting the wages payable for different zones should be as under:

BBMP, All other City Corporations and Zilla Panchayat Institutions of the State:

Basic:	16,564.04
VDA (Applicable at present)	938.40
Sub Total-A	17,502.44
Employer PF @ 13%	2275.31
Employer ESI @ 3.25%	568.82
Sub Total-B	20,346.57
Service charges (To be decided by Lowest Bidder)	
GST @ 18% (on Sub-total-B + Service Charges)	
Total	

All Municipalities and Talluk Panchayat Institution of the State (Grade-I):

Basic:	16,116.32
VDA (Applicable at present)	938.40
Sub Total-A	17,054.72
Employer PF @ 13%	2217.11
Employer ESI @ 3.25%	554.27
Sub Total-B	19,826.10
Service charges (To be decided by lowest Bidder)	
GST @ 18% (on Sub-total-B + Service Charges)	
Total	

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 the Joint Commissioner of Commercial Taxes (Admn.), DGSTO, Mysore between 10.00 AM to 5.30 PM During the working days. Phone No: 0821-2420367.
7. **The Joint Commissioner of Commercial Taxes (Admn.), DGSTO, Mysore** 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.), DGSTO, Mysore.**
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 Joint Commissioner of Commercial Taxes (Admn.), DGSTO, Mysore** and suitability of each Data Entry Operator 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 Joint Commissioner of Commercial Taxes (Admn.), DGSTO, Mysore.** 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.), DGSTO, Mysore** / 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.), DGSTO, Mysore** shall be made crediting the amount to the individual bank account of the concerned Data Entry Operator. Similarly, PF, PT and ESI contribution shall be accounted for in the individual Data Entry Operators account after paying the same to the concerned authorities. No other mode of payment will be accepted by the office of **The Joint Commissioner of Commercial Taxes (Admn.), DGSTO, Mysore.** The statement of disbursement 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.), DGSTO, Mysore** 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 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.
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 GST, ESI/PF/PT, etc. in respect of each Data Entry Operator deployed under this contract.

**GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMN), DIVISIONAL GOODS AND SERVICE TAX, MYSORE**

**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.), DGSTO, Mysore.**
2. The “Department” means the office of **The Joint Commissioner of Commercial Taxes (Admn.), DGSTO, Mysore.**
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.), DGSTO, Mysore** situated at Sheshadri House, Dewan’s Road, Mysuru-570 004, 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.), DGSTO, Mysore** 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, 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) Mysuru.

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 contract, 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.), DGSTO, Mysore** 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 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 Rs.50,000/-. 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 Mysuru. 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) Mysuru.

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.
49. 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 Joint Commissioner of Commercial Taxes (Admn.), DGSTO, Mysore, 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 The Joint Commissioner of Commercial Taxes (Admn.), DGSTO, Mysore,** shall be final and binding on 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.

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Schedule – I

**COMMERCIAL TAXES DEPARTMENT
GOVERNMENT OF KARNATAKA
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN),
DIVISIONAL GOODS AND SERVICE TAX, MYSORE (KARNATAKA)**

Price Bid for deploying Data Entry Operators

Sl.No.	Particulars	Rate per person per Month	Total Amount for – 92 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		

Date:

Place:

Seal & Signature of Bidder / Agency/
Contractor

Note:

1. Bidder shall enter all the applicable charges and applicable GST for 92 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) Mysuru 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 JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DIVISIONAL GOODS
AND SERVICE TAX, MYSORE**

PART-I

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

1. Nature of Service: PROVIDING DATA ENTRY OPERATORS TO THE OFFICE OF THE
The Joint Commissioner of Commercial Taxes (Admn.), DGSTO, Mysore
2. EMD: Rs.3.38 (Three lakhs Thirty Eight thousand only)
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 Phone number : 0821-2420367.
4. Tender documents shall be submitted online at e-Procurement portal.
5. The participating bidders will have to pay Earnest Money Deposit (EMD) of two lakh rupees through e-Procurement portal by any one of the 4 modes i.e. Credit Card, Internet Bank (Direct Debit), NEFT (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.), DGSTO, Mysore** 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.), DGSTO, Mysore** 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 the available 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 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
**OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DIVISIONAL GOODS
AND SERVICE TAX, MYSORE**

PART-II

To:

Sir,

**TENDER FOR PROVIDING DATA ENTRY OPERATORS TO THE
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN),
DIVISIONAL GOODS AND SERVICE TAX, MYSORE**

I/Wedo hereby tender for Data Entry Operators to the office of the **The Joint Commissioner of Commercial Taxes (Admn) DGSTO, Mysore** 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 The Joint Commissioner of Commercial
Taxes (Admn) DGSTO, Mysore**

I/We have paid an amount of **Rs. 3.38 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.

Dated this day of2023

CONTRACTOR

GOVERNMENT OF
KARNATAKA COMMERCIAL
TAXES DEPARTMENT
**OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN),
DIVISIONAL GOODS AND SERVICE TAX, MYSORE**

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
**JOINT COMMISSIONER OF COMMERCIAL
TAXES (ADMN), DIVISIONAL GOODS AND
SERVICE TAX, MYSORE**

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

The requirements of the tender agreement stated herein will be fulfilled by me/us to the satisfaction **of the Joint Commissioner of Commercial Taxes (Admn) DGSTO, Mysore.**

CONTRACTOR