



OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN)
VANIYA THERIGE BHAVANA,PWD COMPOUND, OPPOSITE NEHRU
MAIDAN, MANGALURU 575001, KARNATAKA TEL# 91 (0824) 2425581

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Tender File No: JCCT/ADMN/CR-06/2024-25

Dated : 01-03-2025

e-Tender Notification for
Providing the services of Data Entry Operators

Two cover System through KPPP Portal

Last date for submission of Bid: 20-03-2025

The authorities and schedule for bidding is as under:

1)	Designation and address of the Tender Approval authority	The Joint Commissioner of Commercial Taxes (Admn) Vanijya Therige Bhavan, 1st Floor, PWD Compound, <u>Opp Nehru Maidan</u> Mangaluru – 575001 Ph. No. 0824- 2425581
2)	Designation and address of the tender Inviting authority	The Joint Commissioner of Commercial Taxes (Admn) Vanijya Therige Bhavan, 1st Floor, PWD Compound, <u>Opp Nehru Maidan</u> Mangaluru – 575001 Ph. No. 0824- 2425581
3)	Designation and address of the tender evaluation and accepting authority	The Joint Commissioner of Commercial Taxes (Admn) Vanijya Therige Bhavan, 1st Floor, PWD Compound, <u>Opp Nehru Maidan</u> Mangaluru – 575001 Ph. No. 0824- 2425581

CALENDAR OF EVENTS

Sl. No	Event Description	Date & Time
1.	Last date for receiving queries	04-03-2025 at 11.00AM
2.	Date of pre-bid meeting	03-03-2025 at 11.00AM
3.	Last date for issue of reply to queries	06-03-2025 at 5.00PM
4.	Last Date for Submission of Bid	11-03-2025 at 11.00AM
5.	Opening of Technical Bids	12-03-2025 at 11.30AM
6.	Opening of Financial Bids of the technically eligible Agencies	14-03-2025 at 11.00AM

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Dated : 01-03-2025

e-tender notification

The Joint Commissioner of Commercial Taxes (Admn), is inviting bids through online e-Procurement Portal for providing service of Data Entry Operators (herein after mentioned as DEO's) to the Department **for 24 months** 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	Total No. of Data Entry Operators required
Providing the services of Data Entry Operators to the office of the CTD	111

Break-up details for the total number of DEO's required as per the Government circular vide DPAR 06 SAR 2024 dated 20.05.2024

Sl No	Category	No. of DEO's service required
1	Category-I	5
2	Category-II (A)	16
3	Category-II (B)	5
4	Category-III (A)	4
5	Category-III (B)	5
6	Scheduled Caste	19
7	Scheduled Tribe	8
8	General	49
	Total	111

1. **The Bidder/agency should provide the above category DEO's services on an outsourced basis to comply with the Government circular vide DPAR 06 SAR 2024 dated 20.05.2024 of the Government of Karnataka and comply with the reservation system as per above mentioned notification and maintain the caste certificate and other required documents of DEO's. The said document is to be Produced as required by CTD**
2. **EMD:** Rupees Three Lakh only.
3. The participating bidders will have to pay Earnest Money Deposit (EMD) through Procurement portal by any one of the e-modes that are Credit Card, Internet Bank, NEFT or OTC.

4. **Price Bid:** The Service Provider should quote their prize bid by referring the TABLE -1 annexed to this tender document for providing the Data Entry Operators services.
5. The bidder can view the tender details from the websites <https://kppp.karnataka.gov.in/> and for further information, please contact person: - Sanjay Balipa, Officiating Assistant Commissioner of Commercial Taxes (HQ), Divisinal GST office Mangaluru, 0824- 2425581.
6. The Soft copies of the Bid documents can be downloaded from e-Procurement portal and also from <https://gst.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.
7. Both Technical bid & Financial Bid should be submitted through e-Procurement portal only. The bidders shall upload all the documents as per PQR. The technical bid containing PQR documents will be opened as per the event specified above. Financial bids of all those who have qualified technically only shall be opened. For more details visit the web site <https://kppp.karnataka.gov.in> and <https://gst.kar.nic.in>

A) Pre-qualification requirements of Agencies/Bidders [PQR conditions]:

1. The agencies should have provided at least 100 computer skilled Data Entry Operator for two or more State/Central Government Departments / organizations / undertakings / corporations each year in the last five financial years 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24 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), Mangaluru will verify the documents with the concerned wherever necessary. However, documents like service agreements, work orders etc. will not be considered for the purpose). As per TABLE-3 annexed to this tender document.
2. The annual turnover of the Agency shall not be less than Rupees 500 Lakhs each year for the last five financial years (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24). 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).
3. The agency shall have the following Registration and shall upload the copies of the Certificates in the e-procurement portal.
 - 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) and Half yearly online return in FORM-5 for the period from April 2024 to September 2024 submitted to ESI authorities for each employee should be uploaded.
 - c. Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner. Copy of the PF registration certificate and Copies of online TRRN Challan, Combined challan of A/c No.01,02,10,21 & 22 and Electronic Challan cum return (ECR) of any TWO State or Central Government Departments or organizations or undertakings or corporations for the month of December 2024 should uploaded.
 - d. GST Registration Certificate obtained in the State of Karnataka.
 - e. Certificate of Registration under Professions Tax Act 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)
4. Agencies whose contracts have been terminated/ foreclosed by any company / firm during the last 5 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.
5. The bidder should be a Company or Limited Liability Partnership (LLP) registered under the Companies Act, 1956; or Companies Act, 2013; or LLP Act, 2008 in the State of

Karnataka.

6. Agencies should have local ESI code and should upload the relevant certificate/document
7. The bidder should be an ISO Certified agency.
8. The bidder must upload Annexure -2, Annexure -3, Annexure -4 and Annexure -5 in the prescribed format
9. The criteria mentioned above by the bidder need to be accomplished under company/ LLP registered under Companies Act, 1956; or Companies Act, 2013; or LLP Act, 2008 as applicable

B) Conditions and information to the bidders w.r.t PQR

- i. The agencies shall upload 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 PQR conditions mentioned from 1 to 9 above).
- ii. The response submitted by the bidder shall comprise the following documents:
 - Experience in DEO's Services provided in TABLE-3
 - Completed format for Certification – Undertaking for not being blacklisted – Annexure-2
 - Completed format for Certification - Undertaking on litigation(s)/bankruptcy - Annexure-3
 - Completed format for Letter of Application – Annexure-4
 - Authorization for the signing authority as per the format enclosed -Annexure-5
 - All undertakings submitted by the Authorized Signatory shall be on a Stamp Paper of value not less than Rs.200/-
- iii. The statements affirming the above stated eligibility criteria must necessarily be supported by ONLY relevant documents. The bidders failing to meet above pre-qualification requirements (PQR) shall be rejected at technical evaluation stage and their financial bids shall not be opened.
- iv. Before submitting the bid, the bidder shall properly check and should upload **only the required and relevant** Satisfactory certificates, Balance sheets, Profit & Loss accounts, registration certificates, Tables, Annexures and any statements to fulfil the PQR's. **if any bidder uploads other than the required and relevant** certificates, Balance sheets, Profit & Loss accounts, registration certificates, Tables, Annexures, and any statements, their bids may be rejected at the technical evaluation stage itself.
- v. **PRE-BID Meeting**: The CTD will host a Pre-Bid Meeting, tentatively scheduled to occur on the date as mentioned in this tender document. The purpose of the meeting is to provide bidders with information regarding the tender document and the requirements of the Project, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender document and the Project. The bidders who are all intended to participate in the bid, should attend the pre-bid meeting either in person or through their duly authorized representatives (DAR). The DAR's are to be appeared along with authorization letter. Attending the pre-bid meeting is compulsory.

- vi. The Bidder must meet all the above stated eligibility requirements to qualify in the Pre- Qualification cum Technical bid evaluation. The second bid containing the financial bid of the qualified bidders only will be opened.
- vii. The office of the Joint Commissioner of Commercial Taxes (Admn) shall conduct examination of the PQR documents of the agencies and on that basis a list of qualified bidders will be prepared.

GENERAL CONDITIONS

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: - Sanjay Balipa, Officiating Assistant Commissioner of Commercial Taxes (HQ), Divisional GST office Mangaluru, 0824- 2425581.
7. The Joint Commissioner of Commercial Taxes (Admn) 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).
9. Scanned copy of the Performance bank guarantee (PBG) should be uploaded in e-procurement portal and original PBG should be submitted to the tender accepting authority.
10. The tendering agency shall pay wages to the DEO's as per The Minimum Wages Act applicable to Karnataka and follow Urban local bodies notification from the Department of labour.
11. The DEO's shall be paid their wages through RTGS/NEFT by the agency providing the services and the agency has to provide proof of payment of wages by enclosing Bank Transaction statement in respect of the above wages being paid.
12. The agency is bound to make the statutory payments such as ESI/EPF, PT, GST etc and have to submit the proof of payment along with monthly tax invoice.
13. The Agency providing the services should separately quote the Service Charges charged by them by **referring the "TABLE-1 for financial bid"** annexed to the tender document.
14. The Zone wise Basic Wages fixed as per the minimum wages Act prescribed vide notification no. KAE 106 LWA 2021 dated: 28-07-2022 and the VDA applicable **presently** is at Rs.2,223.60. In addition to the above, employer's portion of EPF/ESI and GST will be borne by the Department. The bidder will have to quote separately for the service charges which is proposed to be charged by him. For details refer "TABLE-1 for financial bid" annexed to the tender document.
15. 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.
16. 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.

17. **The agency should comply with the Government circular vide DPAR 06 SAR 2024 dated 20.05.2024 of the Government of Karnataka and comply with the reservation system as per above mentioned notification and maintain the caste certificate and other required documents of DEO's. The said document is to be Produced as required by CTD.**
18. The successful bidder should disburse the wages/salary for the previous month within 7 days of the succeeding month.
19. The DEO's 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.
20. The bidder/agency shall submit their financial bids in the e-procurement portal only by referring the "TABLE -1 for financial bid" annexed to the tender document.
21. The successful bidder shall provide the Data Entry Operators as and when requested by the authorized officer of the office of the Joint Commissioner of Commercial Taxes (Admn), Mangaluru division 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 a recovery of the cost of providing such services as worked out by the Joint Commissioner of Commercial Taxes (Admn), Mangaluru Division,. 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),/authorized officer, failing which penal provisions will be initiated as narrated in this tender document under **"breach of terms and contract"**
22. Payment by the service provider/agency to his/her Data Entry Operator working in the office of the Joint Commissioner of Commercial Taxes (Admn), Mangaluru Division shall be made crediting the amount to the individual bank account of the concerned Data Entry Operators. Similarly, EPF, 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), Mangaluru Division. The statement of disbursement of salaries/remuneration for a particular month duly certified by the Bank should be submitted by the Agency along with bills to the office of the Joint Commissioner of Commercial Taxes (Admn), Mangaluru Division to be eligible for payment.
23. 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.
24. The duration of the contract is 24 months from 01.04.2025. However, the contract can be terminated by either party on three months prior notice in writing.
25. 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.
26. The agency shall furnish Salary Slip to all its employees, indicating Net salary/Wages after deduction of statutory payments as per the TABLE-2.
27. The agency shall be responsible to fulfil all statutory obligations such as remittances of GST,

ESI/EPF, etc. in respect of each Data Entry Operator deployed under this contract.

28. **Disqualification of Bid**: The bid is liable to be disqualified in the following cases:

- a) The Bid not submitted in accordance with this document.
- b) During validity of the bid, or its extended period, if any, the Bidder increases his quoted prices.
- c) The Bidder qualifies the bid with his own conditions.
- d) Bid received in incomplete form.
- e) Bid received after due date and time.
- f) Bid not accompanied by all requisite documents
- g) Submission of Commercial Bid Value with the Pre-qualification cum Technical Bid

29. **Refund initiation of EMD in the e-procurement portal**: EMD refund of bidders who have not qualified in the technical evaluation will be initiated after completion of the tender process. Similarly, for the successful bidder will be done after submission of the PBG for the full amount.

GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT

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MAIDAN, MANGALURU 575001, KARNATAKA TEL# 91 (0824) 2425581

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

1. The expression “service”, “job” or “duty” used shall mean that Data Entry Operators, required by the office of the Commissioner of Commercial Taxes (Karnataka).
2. **The “Department”** means the office of the Joint Commissioner of Commercial Taxes (Admn), Mangaluru Division.
3. **The “Agency/Contractor”** means the Agency to whom the work of providing the services of 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.
7. **“Premises of Department”** means the office of the Joint Commissioner of Commercial Taxes (Admn), Mangaluru Division situated at Vanija Therige Bhavana, 1st Floor, Opp Nehru Maidan Road, Mangaluru 575001, whenever in this contract the words “Directed”, “Required”, “Ordered”, “Desired”, “Considered”, “Necessary”, or like words are used, it shall be understood that the directions, requirements, permissions, order, etc. of the Joint Commissioner of Commercial Taxes (Admn) or other authorized officers of the Department, as the case may be.
8. **Qualification of Data Entry Operators:** Data Entry Operators to be deployed by the agency should possess at least a minimum educational qualification of 10+2 (PUC) and should be able to read and write in Kannada, 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. 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 Bengaluru.
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. **PAYMENT PROCESS AND TERMS AND CONDITION FOR PAYMENT TO AGENCY:**
 - i. The Agency/Contractor/ successful Bidder under this contract should aware that, firstly, Agency/Contractor/ successful Bidder as to disburse the monthly wages/salaries to its Data Entry Operator deployed under this contract, Employer and employee contributions to EPF & ESI Department, PT Payment under KTPTC&E Act as detailed below and then only submit the monthly Tax invoice to the Commercial Tax Department for re-imbursement. After submission of the monthly bill, same will be processed and payments will be made within 15 days, subject to availability of funds. The Agency/Contractor/ successful Bidder should note that, even if the payments are delayed due to funds issue, re-appropriation of funds among different heads of accounts, due to any administrative issues; **disbursement of wages/salaries and other statutory payments should not be delayed and should not be denied.**
 - ii. CTD shall make **monthly payment against the Tax invoice within 15 days (Subject to availability of funds) after deduction of penalties, if any.** All payments to the successful Bidder shall be made by CTD upon submission of the monthly Tax invoice along with supporting documents (As narrated below) and approval of the same. In addition, Tax Deduction at Source (TDS) on all payments would also be made as per the provisions of Income Tax Act & GST Act. The Agency/Contractor/ successful Bidder should submit the monthly Tax invoice only after disbursement the wages/salaries to its DEO's deployed under this contract, after payment of Employer/Employee contributions to EPF & ESI Department and also other statutory obligations as narrated below.

- iii. The Agency/Contractor/ successful Bidder shall disburse the wages/salary to its Data Entry Operator deployed under this contract on or before 7th of every succeeding month without fail to the individual Bank account of each DEO's through NEFT/RTGS/any other modes of online payment only. The Agency shall further agree that it would make timely payment of wages/salary to its Data Entry Operator deployed under this contract without unauthorized deductions. The Agency/Contractor should submit the details of take-home remunerations and other information in **ANNEXURE-6**, Proof of wages/ salaries disbursed such as **Bank transaction details along with the monthly Tax invoice**. (All should be duly signed by the authorized signatory with seal)
- iv. **Separate EPF Sub-code**: The Agency/Contractor/ successful Bidder should be having separate EPF sub-code for this contract and shall make the payments of Employer and employee contribution for Data Entry Operator deployed under this contract to EPF Department within the due date and submit the details in **ANNEXURE-7** along with the proof of payments such as online TRRN Challan, Combined challan of A/c No.01,02,10,21 & 22 and Electronic Challan cum return (ECR) **along with the monthly Tax invoice** (All should be duly signed by the authorized signatory with seal).
- v. **Local ESI Code/Sub-code**: The Agency/Contractor/ successful Bidder should be having local ESI code/sub-code for this contract and shall make the payments of Employer and employee contribution for Data Entry Operator deployed under this contract to ESI Department within the due date and submit the details in **ANNEXURE-8** along with the proof of payments such as online ESI paid Challan and online statement of monthly contribution history for employer sub code (ECR) **along with the monthly Tax invoice** (All should be duly signed by the authorized signatory with seal).
- vi. The Agency/Contractor/ successful Bidder shall deduct the applicable Professional tax from the wages/salaries payable for Data Entry Operator deployed under this contract and should remit the concerned Department within the due date and submit the details in **ANNEXURE-10**, relevant online monthly return submitted under KTPTC & E Act and self-certification letter **along with the monthly Tax invoice** (All should be duly signed by the authorized signatory with seal).
- vii. The agency will be fully and solely responsible for any violations under the PF and ESI statutes. If it fails to do so, it will be a breach of contract and 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.
- viii. 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 monthly online return submitted in Form GSTR - 3B in the GST portal along with the bills.
- ix. The Agency shall disburse the salary to its Data Entry Operator deployed as detailed in **TABLE-2** annexed to the tender document. 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 deployed 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.

13. 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 employers 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 acknowledged by the candidate to the CTD for reference and records of Commercial Taxes Department.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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. Refer ANNEXURE-1 annexed to this tender document.

22. The Department shall not be held responsible or called upon to make good any losses/costs incurred by the 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.
23. The scope of service is liable for alteration by way of deletions or additions at the discretion of the Department at any time.
24. 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.
25. 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) shall have the right to inquire into and decide all complaints on such matters.
26. 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 performance security deposit/PBG 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.
27. 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.
28. **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 always behave like responsible persons. The staff should not be found developing familiarity with the employees of the Department.
29. 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.
30. 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 they shall carry by inviting the experts in the field and officers of the Commercial Taxes Department.

31. Confidentiality:

The Contractor will be exposed by virtue of the contracted activities, to internal business information of CTD, affiliates, business partners and / or customers. The Contractor would be required to provide an undertaking that they will not use or pass to anybody the data / information derived from the proposed data warehouse in any form. The Contractor must safeguard the confidentiality of the CTD 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.

32. 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. Fail to comply for **Government circular vide DPAR 06 SAR 2024 dated 20.05.2024 of the Government of Karnataka and comply with the reservation system.**
- Failure to make/submit details/proof of Salary, EPF, 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/- , but not less than Rs 25,000/- .
- d) If the same persists further, the contract will be terminated and the agency will be blacklisted after forfeiting EMD/SD.
- e) 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.

33. The successful agency shall have an established office in Mangaluru. 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.

34. 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 minimum 18 Years and maximum 60 years of age as per the **Government circular vide DPAR 06 SAR 2024 dated 20.05.2024**. 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 should be checked periodically, if need be, with occasional visits by the senior officers of the Agency for their effective functioning.

35. 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.

36. REPLACEMENT:

The agency will provide replacement for the person who is found unsuitable/remain absent, left, in the event of sickness, etc. at its own cost and replacement of the candidate should be as per the conditions of the **Government circular vide DPAR 06 SAR 2024 dated 20.05.2024**

37. DURATION AND TERMINATION OF CONTRACT:

The duration of the contract is for 24 months from 01.04.2025. If the CTD is 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.

38. 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 Bengaluru.

39. SCOPE OF SERVICE

The office of the Joint Commissioner of Commercial Taxes (Admn), Mangaluru Division 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 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 Additional Commissioner of Commercial Taxes (e-Governance) or his authorized officer.

40. Financial bids of agencies which do not satisfy the PQR conditions [Technical bid] will not be considered.
41. The Department shall cause to examine the PQR documents of the agencies and on that basis a list of qualified bidders will be selected in through e-procurement portal.
42. The financial bid containing price quotations of the technically qualified bidders only will be opened and financial evaluation will be conducted. **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 the agency for any reason whatsoever**

43. SECURITY DEPOSIT/ PERFORMANCE SECURITY/ PERFORMANCE BANK

GUARANTEE

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

44. 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 subject to availability of funds.
45. 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 a dispute or difference to the other party and such dispute or difference shall be referred to the Commissioner of Commercial Taxes (Karnataka), whose decision will be final.
46. 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 Commissioner of Commercial Taxes (Karnataka) shall be final and binding on the Agency.
47. 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 with the same terms and conditions of the contract during the extended period in the event of any extension given.
48. 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.

49. BACKGROUND VERIFICATION

Successful Bidder should verify the correctness of the information provided by the candidate during hiring. It involves various checks in which the employer will go through education records, past employer details, identity checks, resume checks and address checks including police verification etc.

* * * * *

TABLE -1 For Financial bid and for financial bid evaluation

Minimum rates of wages payable for different zones					
Sl No	Description	BBMP, All other City Corporations and Zilla Panchayath Institutions of the State	All Municipalities and Taluk Panchayath Institution of the State (Grade-I)	All Municipalities of the State (Grade - II)	All Town Municipalities Pattana Panchayath and Gram Panchayaths
A	Basic	16,564.02	16,116.32	15,729.12	15,196.72
B	VDA	2,223.60	2,223.60	2,223.60	2,223.60
C=A+B	Basic +VDA	18,787.62	18,339.92	17,952.72	17,420.32
D	Employer Share EPF @ 13 % on Rs 15,000	1,950.00	1,950.00	1,950.00	1,950.00
E	Employer share ESI @ 3.25% on Basic+VDA	610.60	596.05	583.46	566.16
F=C+D+E	Total - A	21,348.22	20,885.97	20,486.18	19,936.48
G	Service charges (in Rs) and should be less than 5% on Total-A ie on F	xxxx	xxxx	xxxx	xxxx
H	GST @ 18% on Total - A & Service charge amount	xxxx	xxxx	xxxx	xxxx
I=F+G+H	Total billing per DEO to CTD	xxxx	xxxx	xxxx	xxxx
J	Total number of DEO's (Zone wise)	71	12	28	0
K	Zone wise monthly total billing to CTD = Total billing per DEO x zone wise total no. of DEO's ie (K=I x J)	xxxx	xxxx	xxxx	xxxx
L	Monthly billing to CTD= Zone wise total of K above	Grand Total per month			
M =L x 24	Total contract value for TWO YEARS = L X 24 months	Grand Total per month x 24			

Note:

- 1) 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 whatsoever.

- 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.
- 4) The lowest Amount will be considered as L1 bidder. Upon intimation by the CTD, the L1 bidder should submit the prize breakup details in the TABLE-1 for financial bid evaluation in writing with duly signed by the authorized signatory and seal.
- 5) Total charges should include all wages/Salaries, statutory payments, Taxes (18% GST), service charges etc
- 6) Service charges should be less than 5% on Basic, VDA & employer EPF & ESI contributions. It should be per DEO per month (**for the full month**). If any DEO absent over and above the allowable one day per month, than service charges should be calculated proportionately. The amount of service charges finalized at the time of award of the contract is fixed throughout the contract period, even if the VDA, EPF & ESI contributions and other allowances is increased by the Government during the contract period
- 7) All labour laws and statutory payments shall be complied with.
- 8) The successful bidder shall make salary payments promptly on or before the 7th of every month to the DEO's without any delay and Denay.
- 9) CTD will issue a work order for the successful bidder for the TWO years only.
- 10) **In the case of any bidder quotes below the Market rate, the bid may be rejected.**
- 11) The bidder shall enter the details for financial bid in e-procurement portal for TWO YEAR's

TABLE -2 Details of Take-Home Wages/Salaries of Data Entry Operators

Minimum rates of wages payable for different zones					
Sl No	Description	BBMP, All other City Corporations and Zilla Panchayath Institutions of the State	All Municipalities and Taluk Panchayath Institution of the State (Grade-I)	All Municipalities of the State (Grade -II)	All Town Municipalities Pattana Panchayath and Gram Panchayaths
1	Basic	16,564.02	16,116.32	15,729.12	15,196.72
2	VDA	2,223.60	2,223.60	2,223.60	2,223.60
3=1+2	Basic +VDA	18,787.62	18,339.92	17,952.72	17,420.32
4	LESS: Employee Share EPF @ 12 % on Rs 15,000	1,800.00	1,800.00	1,800.00	1,800.00
5	LESS: Employee share of ESI @ 0.75 % on Basic+VDA	140.91	137.55	134.65	130.65
6	LESS: Professional Tax	0.00	0.00	0.00	0.00
7	Take home wages/salaries	16,846.71	16,402.37	16,018.07	15,489.67

TABLE -3

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 year (please tick whichever is applicable) : Yes/No.
2. List of department /Organization/Undertaking Corporation where services of computerskilled 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	Name & Address of the Department with contact No.	Work order reference No. and Date	Satisfactory certificate Reference No. and Date
2019-20				
2020-21				
2021-22				
2022-23				
2023-24				

Note : If Service are provided for more than one organization in the **same year**, furnish 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 Mangaluru including the name of s of the contact person, designation, e-mails id & telephone number: Yes/ No

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

Name of the authorized person

Signature
Seal.

ANNEXURE-1: Request for clarifications

Bidders requiring specific points of clarification may communicate with CTD during the specified period using the following format.

Bidder's Request for Clarification			
Name of Organization submitting request		Name & position of person submitting request	Full address of the organization including phone, fax and email points of contact
			Address: -
			Tel:
			Fax:
			Email:
S. No	Bidding Document Reference(s) (section number/page)	Content of tender document requiring Clarification	Points of clarification required
1			
2			

Place:

Bidder's signature and seal.

Date:

Name of the Bidder:

Name of the Project:

ANNEXURE-2: Undertaking on Not being Black-Listed

This is to certify that <<Bidder NAME >> is not blacklisted by the Government of Karnataka / Central Government / any other State / UT Government / Undertaking / Corporations or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backed out from executing the work after award of the work as on the DD of Month YYYY

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

Name of the authorized person

Signature

Seal

ANNEXURE-3: Undertaking on litigation(s)/Bankruptcy

This is to certify that <<BIDDER NAME>> is not involved in any major litigation/ bankruptcy that may have an impact of affecting or compromising the delivery of services as required under this tender document.

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

Name of the authorized person

Signature

Seal

ANNEXURE-4: Format for letter of Application
(On the letter Head of the Bidder)

To,

The Joint Commissioner of Commercial Taxes (Admn),
Vanijya Therige Bhavana, 1st Floor,
Opp Nehru Maidan, Mangaluru – 575001.

Sir,

**Sub: TENDER FOR PROVIDING DATA ENTRY OPERATORS TO THE
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN),
MANGALURU DIVISIONS, MANGALURU**

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

I/We have paid an amount of Rs. 3 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 be 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, related matters carefully and diligently and that I / We have uploaded the tender having studied, understood and accepted the full implications 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 of 2025

Name of the authorized person

Signature

Seal.

ANNEXURE-5: Format for power of Attorney

(On a stamp paper of value not less than Rs 200/-)

POWER OF ATTORNEY

Know all men by the represent, we _____(name and address of the registered office) do hereby constitute, appoint and authorize Ms. _____(name and address of residence) who is presently employed with us and holding the position of _____

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with, or incidental to our proposal for the Procurement of DEO's for CTD, including signing and submission of all documents and providing information / responses to CTD , representing us in all matters before CTD, and generally dealing with Courts in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

Accepted

_____(Signature)

(Name, Title and Address of the

Attorney) seal & stamp (Signature)

(Name, Title and Address) Notes:

1. To be executed by the bidder duly supported by a Board Resolution
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of

the Bidder.

ANNEXURE-6

Payment of take home remuneration of Data Entry Operators for the month of

Name of the Agency:

Address of the agency

GSTN:

**Amount in
Rs**

Sl.No	Name of the DEO	Earnings	Deductions	Take home remuneration paid	Individual Bank A/c No. with name of the Bank	Date of payment made
1	2	3	4	5	6	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
	Total	0	0	0		

Total take home remuneration paid Rs: 0

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

Sign. Of Authorised person of the Agency

SEAL

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

ANNEXURE-7

Payment of EPF contribution of Data Entry Operators for the month of

Name of the Agency:

Address of the agency

EPF Registration No.

Amount in Rs

Sl.No.	Name of the DEOs	EPF UAN	EPF Contribution Paid		EPF payment challan no. and date
			Employee Contribution	Employer's Contribution	
1	2	3	4	5	6
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
	Total		0	0	

Total amount of EPF contribution paid Rs

0

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

Sign. of Authorised person of the Agency

SEAL

(Documentary proof of the EPF authorities such as Paid challan, Combined challan ,ECR etc., for having remitted the above payments should be enclosed)

ANNEXURE-8

Payment of ESIC contribution of Data Entry Operators for the month of

Name of the Agency:

Address of the agency

ESIC Registration No. :

Sl.No .	Name of the DEOs	ESIC A/c No.	ESIC Contribution Paid		ESIC payment challan no. and date
			Employee Contribution	Employer's Contribution	
1	2	3	4	5	6
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
	Total		0	0	
					0

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

Sign. of Authorised person of the Agency

SEAL

(Documentary proof of the ESI authorities such as Paid challan, ECR etc., for having remitted the above payments should be enclosed)

ANNEXURE-9

Payment of Goods and Service tax of Data Entry Operators for the month of

Name of the Agency:

Address of the agency

GST No. :

Sl.No.	Name of the DEOs	GST Amount Rs.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
		0.00

Total amount of Goods and Service tax contribution paid Rs

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

Sign. of Authorised person of the Agency

SEAL

(Copy of the GSTR 3B filed & downloaded from GSTN should be furnished)

ANNEXURE-10

Payment of Professional tax of Data Entry Operators for the month of

Name of the Agency:

Address of the agency

GST No.

Sl.No.	Name of the DEO's	PT Amount Rs.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Total	0.00

Total amount of Professional tax contribution paid Rs

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

Sign. of Authorised person of the Agency

SEAL

(Copy of the monthly return filed under PT Act & downloaded from PT website
should be furnished)

GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN)
VANIYA THERIGE BHAVANA,PWD COMPOUND, OPPOSITE NEHRU
MAIDAN, MANGALURU 575001, KARNATAKA TEL# 91 (0824) 2425581

PART-I

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

1. Nature of Service: PROVIDING DATA ENTRY OPERATORS TO THE OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), MANGALURU DIVION, MANGALURU
2. EMD: Rs. Three Lakh
3. The bidders can view the tender details from the websites – <https://kppp.karnataka.gov.in> and <https://gst.kar.nic.in> For further information, please contact Person:- Sanjay Balipa, Officiating Assistant Commissioner of Commercial Taxes (HQ), Divisional GST office Mangaluru, 0824-2425581
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 Commissioner of Commercial Taxes (Karnataka) 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), Divisional GST office, Mangaluru 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 as per the calendar of events specified in the tender document.
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/PBG equivalent to 5% of the total contract value 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 7 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.
