वित्त मंत्रालय MINISTRY OF FINANCE
राजस्व विभाग DEPARTMENT OF REVENUE
आयुक्त(लेखा परीक्षा)काकार्यालय
OFFICE OF THE COMMISSIONER (AUDIT)
केन्द्रीय उत्पाद शुल्कऔर सेवा कर
CENTRAL EXCISE& SERVICE TAX
कोच्चिन, COCHIN
केन्द्रीय राजस्व भवन,CENTRAL REVENUE BUILDING
आई एस प्रेस रोड: कोच्चि, I.S. PRESS ROAD, KOCHI-682 018
Email: auditcommcochin@gmail.com Fax: 0484-2397355
Phone: 0484-2391455,2390404(PBX)

C. No. PRO/I/22/33/2014-PRO Dated: 16/02/2017

LIMITED TENDER ENQUIRY

SUB: INVITATION OF TENDER DOCUMENTS FOR OUTSOURCING THE SERVICES OF DATA ENTRY OPERATORS FROM SERVICE PROVIDER AGENCIES/FIRMS

1. Sealed tenders conformity with the tender call notice are invited from the service provider Agencies/Firms having valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration , Service Tax Registration and PAN Card up to date VAT Clearance Certificate and having Similar line of Business for more than 2 years towards out sourcing the Services of 4 (Four) Data Entry Operators in the office of the Commissioner of Audit Central Excise Customs & Service Tax , Central Revenue Buildings, I.S Press Road, Cochin-682018. The Service Providers should have local offices at Ernakulam to ensure satisfactory fulfillment of contractual obligations.

2. The Service Provider Agencies/Firms having good track record proof of qualified manpower and relevant experience are eligible to apply.

3. The Data Entry operators are required to do routine clerical and typing jobs/data entry work. The persons to be provided should possess minimum Senior Secondary School pass (10+2) with 40 words per minute typing speed and knowledge in computer operation, MS Word and Excel. The person of contract is for Six months, extendable further for a period of one year based on satisfactory performance of service.

4. The tender document can be obtained from the website www.centralexcisekochi.gov.in Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees twenty thousand only) in the form of Demand Draft drawn in favour of the Commissioner of Audit (Central Excise Customs & Service Tax), Cochin may be Submitted along with the Technical Bid.

5. The tenders should be submitted in two sealed covers as indicated below.

(A)The First sealed cover should be superscribed "Technical Bid" and should contain

I. Checklist of documents submitted (Annexure-I)
II. The Proforma at Annexure –II duly filled in.
III. Agency profile including details of previous experience of man power supply to Government/Semi Government/Autonomous Agencies.
IV. Acceptance of terms and conditions there under.
V. Demand Draft for earnest Money Deposit.
VI. Any other required relevant documents.

(B) The Second sealed envelop superscribed "Financial Bid" should contain only rates at which manpower will be provided (Annexure-III)

(C) Both the sealed covers should be placed in the main sealed 1 envelope superscribed 'Tender'- Outsourcing the services of Data Entry Operators' and sent by post or hand delivered latest by 2.00 Pm on 10 /03 / 2017. The Technical Bids shall be opened on the same day at Joint Commissioner's Cabin 5th Floor Audit Commissionerate, Central Excise Customs & Service Tax, C.R Building, I.S Press Road, Cochin-18 at 4 Pm in the presence of the bidders or their authorized representatives. In the event of office being closed on the last date of receipt or opening of bid as specified, the bid will be received/opened on the next working day at the same time and venue.

6. Tenders received after the due date and time will be summarily rejected. Incomplete and conditional tenders shall not be accepted.

7. The Technical Evaluation Committee will assess the ability of the agencies to tender the requisite services based on its past record, profile and such other criteria and only those found fit will be eligible for financial bid opening.

8. The bidders are required to submit EMD along-with the attested copies of valid 'Registration Certificate', EPF Registration, , *ST Registration (If Registered)* , PAN Card and up to date Vat & Service Tax clearance certified along-with the bid documents, failing which the tender shall be declared as non responsive and thus liable for rejection.
9. Submission of more than one tender paper by a bidder for a particular work will render him liable for rejection.

10. The rates for different category of manpower that may be required for the proposed services shall not be less than rates of minimum wages prescribed by the government from time to time under Contract Labour (R& A) Act-1970 and the Minimum Wages Act: 1948..

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11. Adherence to Labour Laws/Rules: The firm/contractor shall comply with all Labour Laws, Rules and Acts in relation to its employees and ensure payment of minimum wages to the personnel engaged on outsourcing basis as per the notifications issued by Government of Kerala and the Government of India from time to time in compliance with the provisions of Minimum Wages Act and the Contract Labour (Regulation & Abolition) Act, 1970. The payment of wages by the contractor to its employees shall be made by ECS/Cheque and a certificate in the Firm's letterhead be furnished to this Department every month along with a copy of the Acquittance Roll duly signed by the concerned employees, in confirmation of payment of minimum wages/agreed salary and compliance of Labour Laws etc. in each case.

12. The rate of wages, statutory dues and other allowances etc under the labour law and other laws payable by the employer (the bidder) should be indicated in detail as per the enclosed Annexure-III.

13. The bidders are required to quote their rates both in words and figures and put their signature; they should also sign on any overwriting or any correction made in the tendered rate. The rates filled in figure only and not in words shall be liable for rejection and in such cases, the tender cost shall not be returned to the bidders.

14. Conditional tenders will not be accepted under any circumstances by the Department. EMD deposit of unsuccessful bidders will be refunded within 90 days after finalization of Tender without interest.

15. The Bank Draft/Bankers Cheque produced in connection with this tender should be drawn on any Scheduled Bank in favour of the favour of the Commissioner of Audit (Central Excise, Customs and Service Tax) Cochin. Other details can be seen in bidding document.

16. RIGHT TO ACCEPT OR REJECT TENDERS:

A. The tender is liable to be rejected, inter-alia:

1) If it is not in conformity with the instructions mentioned in the tender paper.
2) If it is not properly signed by the bidder.
3) If it is received by Fax.
4) If it is received after the expiry of the due date and time.
5) If it is not accompanied by the requisite EMD and other requisite documents.
6) A list of manpower available with the firm with qualification must be enclosed along with the tender papers.

B This office reserves the right to:

i. Accept / Reject any of the tender in full or part thereof.
ii. Revise the requirement of manpower at the time of placing the order.
iii. Modify, relax or waive any of the conditions stipulated in the tender Specification, wherever deemed necessary.
iv. Reject any or all the tenders in part or full without assigning any reason
v. Award contracts to one or more bidders for the items covered by the tender.

18. **SCOPE OF WORK:**

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To provide the services of Data Entry Operators to the Office of Commissioner of Audit (Central Excise, Customs and Service Tax) Cochin during the period of contract as per the requirements and qualifications of personnel prescribed by the Department, in the tender document.

GENERAL CONDITIONS OF CONTRACT

1. The manpower will have to be supplied by the agency within 5 days of award of Contract.

2. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.

3. The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the service provider through local police, collecting proofs of residence, driving licence, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

4. The service provider shall engage necessary persons duly qualified, as required by this office from time to time. The deployment of personnel is to be on monthly basis. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any Rules including and weekly off days, as per Labour Laws.

5. There is no Master and Servant relationship between the employees of the service provider and this office.

6. The service provider's person shall not claim any benefit/compensation/absorption/ regularization of services from / in this office under the provision of Industrial Disputes Act, 1947 or Contract labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this Department.

7. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters, as of confidential/secret nature.

8. The service provider's personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated, while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in- charge on any matter-arising under the clause shall be final and binding on the agency.

9. That the persons engaged shall not be below the age of 18 years or above the age of 30 years and they shall not interfere with the duties of the employees of this office.

10. The functional control over the personnel deployed by the Agency will rest with this Department and the disciplinary/administrative/Technical control will be with the Agency.

11. This office may require the service provider to dismiss or remove from the site of work, any person or persons employed by the service provider, who may be incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

12. The service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

13. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.

14. The agency will be wholly and exclusively responsible for payment of wages to the persons engaged by them in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act etc. and this office shall not incur any liability or any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will be required to provide particulars of EPF & ESI of its employees engaged in this office. The Agency will comply with all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.

15. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.

16. The service provider will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month. The payment will be released within a month from the date of submission of claim, complete in all respects such us dated Acquittance roll certificate given, by the Officer In Charge regarding attendance and production of documentary evidence towards P.F./ESI/ Service tax or any other taxes including profession taxes in respect of its staff for the previous month, Income Tax if any shall be deducted at source as per the relevant Act

17. Payments to the service provider would be strictly on the basis of certification by the officer with whom the personnel it attached that his services are satisfactory and attendance as per the bill preferred by the service provider.

18. No wage/remuneration will be paid to deployed persons for the days o' absence from duty.

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19. The Service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.

20. The service provider shall provide a substitute well in advance if there is any probability of any person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

21. The service provider shall be contactable at all times and messages sent by phone /e-mail/fax/ special messenger from this office shall be acknowledged immediately on receipt on the same day, The Service Provider shall strictly observe the instructions issued by the Department in fulfillment of the contract from time to time.

22. This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

23 If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents' of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.

24. This office will maintain an attendance register in respect of the staff deployed by the, agency on the basis of which wages/remuneration will he decided in respect of the staff at the approved rates.

25. The service provider shall engage the necessary person(s) as required by the Department from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary and other dues every month and thereafter claim reimbursement from the Department.

26. Working hours would be normally 8 hours per day from 9.00 a.m. including half hour lunch break during working days. However, the concerned person may have to work beyond office hours, if there is any urgency. The persons deployed shall he punctual, and shall abide by the directions of the Officer-In Charge of Department in this regard.

27. The personnel may be called on Saturday, Sunday and other gazetted holidays, if required, for which they will be paid extra as per the rates approved by the office.

28. Escalation clause will not be accepted on any grounds during the period the contract is in force.

29. The award of the contract will be subject to the fulfillment of the conditions laid, down in Rules 157,158 and 160 of GFR as amended from time to time.

30. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc, should be necessarily accompanied with documentary

proof pertaining to the concerned month bill. A requisite portic bill/whole of the bill amount shall be held up till such proof is furnish discretion of the Ministry.

31. The Tax Deduction at Source (TDS) shall be deducted as per the .provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided to the agency by the Department.

32. The successful bidder shall furnish a security deposit equivalent to 5% of the contract value in the form of an account payee demand draft drawn in favour of the Commissioner of Audit (Central Excise, Customs & Service Tax), Cochin, payable in Ernakulam or, Fixed Deposit Receipt from a nationalized/commercial bank or Bank Guarantee from a nationalized commercial bank in an acceptable form safeguarding the interest of this office in all respects. The security deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by this office or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.

33. The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions on Rs. 100/- non judicial stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of one year commencing from the deployment of personnel to this Department and shall continue to be in force in the same Manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the contract period. Any statutory increase in wages/DA etc. is to be absorbed by the service provider. [redacted] subject to satisfactory performance of the agency and such [redacted] mutually agreed to.

34. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

35. The agreement can be terminated, by either party by giving one month's notice in advance if the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Service Provider from the office shall be forfeited.

36. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and Settle the same.

37. Any dispute arising out of the contract shall be settled within the jurisdiction of Ernakulam.

38. The bidders shall have to obtain the required license from the licensing

Authority of respective Department /Circle/Division/other units before deployment of personnel in this office.

39. That if any amount is found payable by the bidders towards, Wages, allowances and statutory dues in respect of personnel or any losses to this office properly, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.

40. This office reserves the right to reject any or all the tenders without assigning any reason whatsoever and the decision of the management shall be final and binding on all the bidders.

(V.N ARAVINDAN)

ASSISTANT COMMISSIONER (AUDIT)

To

As per list attached at Annexure IV.

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UNDERTAKING BY THE BIDDER

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of the Tender with seal

Name :

Designation:

Address :

Phone No. :

ANNEXURE – I

CHECKLIST OF DOCUMENTS SUBMITTED

Sl.No.	Documents to be submitted	Submitted	Not Submitted	Remarks
1	Copy of Registration of firms			
2	Copy of Regsistration Certificate of EPF			
3``	Copy of Registration Certificate of ESI			
4	Copy of Labour License			
5	Copy of Income Tax Return for last 2 years			
6	Copy of Service Tax Registration			
7	Copy of ISO-9001-2008 Certificate	1		
8	Copy of PAN/TAN Card			
9	List of Clients indicating quantum of work executed with them			
10	Proof of experience			
11	Details of EMD Deposited			
12	Details of Cost of Bidding document			
13	Copy of VAT Clearance Certificate			
14	Last two years audited statement from Chartered Accountant			
15	Rate quoted complied with the Minimum Wages Act of Government of India(Central Govt.) with all other statutory provisions.			

Signature of Bidder Seal of Establishment

Full Name of Bidder with address and date

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ANNEXURE II

PROFORMA FOR TECHNICAL BID

Sl.No.	Particulars	To be filled by the tenderer
1	Name of the Agency	
2	Details of EMD	
	`` (i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
3	Date of establishment of the agency	
4	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person.	
5	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation and Abolition) Act, 1970. (Copies of all certificates of registration to be enclosed.)	
6	PAN/TAN Number (Copy to be enclosed)	
7	Labour License Number (Copy to be enclosed)	
8	Service Tax Registration Number (Copy to be enclosed)	
9	EPF Registration Number (Copy to be enclosed)	
10	ESI Registration Number (Copy to be enclosed)	
11	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
12	Educational qualifications and work experience of the persons to be deployed	
13	Experience in dealing with Govt. Departments (indicate the names of the Departments and attach copies of contract orders placed on the agency)	
14	Whether the undertaking regarding acceptance of the terms and conditions have been duly signed, in token of acceptance of the same, is attached.	
15	Whether agency profile is attached?	
16	List of other clients	
17	Financial turnover of the tendering company / firm / agency for the last 3 financial year with supported documents (copy of balance sheet, duly certified by Auditors / CA s to be attached.	
18	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any)	

DECLARATION

I hereby certify that the information furnished above is true and correct and to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage, I/We will be blacklisted and will not have any dealing with the department in future.

(Authorised Signatory)

(with name/designation, Contact. No. & Seal)

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Annexure III

FINANCIAL BID

To

The Assistant Commissioner(Preventive),
Commissionerate of Central Excise, Customs and Service Tax,
C.R.Buildings, I.S.Press Road, Cochin 682018

Subject: **Quotation for award of contract for providing the services of Data Entry Operators Reg,**

Sir,```

With reference to your tender published in ..... on..... on the subject menioned above, I/We quote the rate for above mentioned work as under:

Particulars	Rate (in words and figures)
Monthly Wages per person deployed	Rs
ESI	
Employer's contribution	Rs
Employee's contribution	Rs
PF	
Employer's contribution	Rs
Employee's contribution	Rs
Service Tax liabilities	Rs
Service Charges per person per month demanded	
Any other charges (Pl. indicate)	Rs
Total	
Rate per duty for attending office on holidays	Rs.
Liabilities applicable (in detail)	Rs.
Total	Rs.
Overtime Rate per hour	Rs.
Liabilities applicable (in detail)	Rs.
Total	Rs.

Any other points to be mentioned:

2. I / Weaccept all the terms and conditions of your Tender Notice referred to . above. Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable, The above rate is inclusive of Service Tax or any other tax payable to the Government.

Yours faithfully,

(Authorised Signatory)

(with name/d1esignation, Contact. No. &-Seal)