भारत सरकारGOVERNMENT OF INDIA
वित्त मंत्रालय MINISTRY OF FINANCE
राजस्व विभाग DEPARTMENT OF REVENUE
प्रधान आयुक्तकाकार्यालय
OFFICE OF THE COMMISSIONER
केन्द्रीय करएवंकेन्द्रीय उत्पाद शुल्क
CENTRAL TAX&CENTRAL EXCISE (AUDIT)
कोच्चि, KOCHI
केन्द्रीय राजस्व भवन,CENTRAL REVENUE BUILDING
आई. एस. प्रेस रोड, कोच्चि, I.S. PRESS ROAD, KOCHI-682 018
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C.No.I/22/06/2019 –Audit Date:08.10.2020

LIMITED TENDER ENQUIRY

SUB: INVITATION OF TENDER DOCUMENTS FOR OUTSOURCING THE SERVICES OF 2(TWO) DATA ENTRY OPERATORS FROM SERVICE PROVIDER AGENCIES/FIRMS FOR A PERIOD OF TWELVE MONTHS DURING 2020-21.

1) Sealed tenders in conformity with the tender call notice are invited from the Service providers Firms/Agencies having valid Registration Certificate including registration, ESI Registration, GST Registration and PAN Card and having similar line of business for more than two years towards outsourcing the services of **2(Two)Data Entry Operators** in the **Office of the Principal CommissionerofCentral Tax and Central Excise, Audit Commissionerate, Headquarters Office, C R Building, I S Press Road Cochin- 682018.** The service providers should have local offices at Kochito ensure satisfactory fulfilment of contractual obligations.

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

3) The Data Entry Operators are required to do the routine clerical work and typing job/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 of computer operation, MS Word and Excel. They should also be well versed in office routine work with data feeding to personal computers, typing of various letter, drafts, notices, legal documents etc. and typing of tabular columns in Excel, secretarial help with relation to above.

4) The tender document can be obtained from the**Office of the Commissioner, Central Tax and Central Excise (Audit), Headquarters Office, C R Building, I.S. Press Road Cochin– 18 and can also be downloaded from the website www.cenexcisekochi.gov.in.**

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

(A) The first sealed cover should be super scribed '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 manpower supply toGovernment/Semi Government/Autonomous Agencies.
(iv) Acceptance of terms and conditions there under**(Annexure-III).**

(v) Any other required relevant documents.

(B) The second sealed envelope super scribed 'Financial Bid' and should contain only rates at which manpower will be provided.**(Annexure-IV).**

(C) Both the sealed covers should be placed in the main sealed one envelope superscribed'**Tender - Outsourcing the services of Data Entry Operators**' and sent by post or hand deliveredlatest by **02.00P.M. of30October, 2020.** The Technical Bids may be opened on the sameday in the Conference Hall, Office of the Commissioner of Central Tax and Central Excise (Audit), V Floor, C.R. Building, I.S. Press Road, Kochi-682018 at **4.00 p.m** in the presence of the bidders or their authorized representatives. Inthe event of office being closed on the lastdate of receipt or opening of bid as specified, the bid will be received/opened on the nextworking day at the same time and venue

D) Tenders received after the due date and time will be summarily rejected. Incomplete andconditional tenders shall not be accepted.

6) The Technical Evaluation Committee will assess the ability of the provider to render therequisite service and only those found fitwill be eligible for financial bid opening.

7) The bidders are required to submit tthe attested copies of all the available Certificates, if any, certified along-with the biddocuments, failing which the tender shall be declared as non-responsive and thus liable forrejection.

8) Submission of more than one tender paper by a bidder for a particular work will renderhim liable for rejection.

9) The rates for manpower that may be required for the proposedservice shall not be less than the rates of minimum wages prescribed by the Government fromtime to time under Contract Labour (R&A) Act, 1970 and the Minimum Wages Act, 1948.

10) Adherence to Labour Laws/Rules: The firm/contractor shall comply with all LabourLaws, Rules and Acts in relation to its employees and ensure payment of minimum wages to thepersonnel 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 MinimumWages Act and the Contract Labour (Regulation & Abolition) Act, 1970. The payment of wagesby the contractor to its employees shall be made by ECS/Cheque and a certificate in the Firm'sletter-head be furnished to this Department every month along with a copy of the Acquittance Rollduly signed by the concerned employee, in confirmation of payment of minimum wages/agreedsalary and compliance of Labour Laws etc. in each case.

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

12) The bidders are required to quote their rates both in words and figures and put theirsignature; 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 thetender cost shall not be returned tothe bidders.

13) Conditional tenders will not be accepted under any circumstances by the Department.

14) RIGHT TO ACCEPT OR REJECT TENDERS:

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

i. If it is not in conformity with the instructions mentioned in the tender paper.
ii. If it is not properly signed by the bidder.
iii. If it is received by Fax.
iv. If it is received after the expiry of the due date and time.
v. 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.

15) SCOPE OF WORK / JOBS TO BE CARRIED OUT:

The two (02) Data entry Operators shall have the educational qualification of Senior Secondary School Pass (10+2) and his/her qualification should include good operational knowledge of MS office (software like, Word, Excel and Microsoft Access Database, Power Point, etc.) and use of internet/e-mails; proficient in typing with a minimum speed of 40 words per minute and data entry: and a reasonably good command over English language and good communication skills.

They shall be engaged in:

(a) Typing by using computers based on verbal, handwritten or printed inputs; computer data entry.
(b) Preparation of general office documentation.
(c) Proof reading the output, updating record/document, scanning, data backup.
(d) Similar related works.
(e) Any other work assigned to them by the office in charge.

GENERAL CONDITIONS OF CONTRACT

1. The deployed personnels should be a **Graduate,** well versed in office routine work with data feeding to personal computers, typing of various letter, drafts, notices , legal documents etc. and tying of tabular forms in Excel, secretarial help with relation to above.
2. **Rates should be indicated in both figures and words,** if there is difference between the two said rates, the rates quoted in words will prevail.
3. The manpower will have to be supplied by the Provider within 5 days of award of contract.
4. All services shall be performed by persons qualified in performing such services as per the eligibility criteria indicated for the category.
5. The person supplied by the provider should not have any Police records/criminal casesagainst them. The provider 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, 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.
6. The service provider shall engage necessary persons duly qualified, as required by thisoffice from time to time. The deployment of personnel is to be on monthly basis (26 Days). 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.
7. There is no Master and Servant relationship between the employees of the service provider and this office.
8. 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 labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this Department.
9. The service provider's personnel shall not divulge or disclose to any person, any detailsof office, operational process, technical know-how, security arrangements and administrative/ organizational matters, as of confidential/secret nature.
10. The service provider's personnel should be polite, cordial, positive and efficient andfollow official decorum and formal dress code while handling the assigned work. The serviceprovider 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 thisDepartment. The decision of the Officer-in-charge on any matter-arising under the clause shall befinal and binding on the agency.

11. That the persons engaged shall not be below the age of 18 years or above the age of 45years and they shall not interfere with the duties of the employees of this office.

12. The functional control over the personnel deployed by the Agency will rest with thisDepartment and the disciplinary/administrative/Technical control will be with the Agency.

13. 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 thisoffice because of security risk, incompetence, conflict of interest and breach of confidentiality orimproper conduct upon receiving written notice from office.

14. The service provider has to provide Photo Identity Cards to the persons employed byhim/her for carrying out the work. These cards are to be constantly displayed & their loss reportedimmediately.

15. The transportation, food, medical and other statutory requirements in respect of eachpersonnel of the service provider shall be the responsibility of the service provider.

16. The agency will be wholly and exclusively responsible for payment of wages to thepersons engaged by them in compliance of all the statutory obligations under all relatedlegislations as applicable to it from time to time including Minimum Wages Act, EmployeesProvident Fund Act, ESI Act etc. and this office shall not incur any liability or any expenditurewhatsoever on the persons employed by the agency on account of any obligation. The agency willbe required to provide particulars of EPF & ESI of its employees engaged in this office. TheAgency will comply with all statutory provisions of law, rules and regulations of Act and keepthis office informed about any amendment in the law from time to time.

17. The service provider shall ensure proper conduct of his person in office premises, andenforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering withoutwork.

18. The service provider will submit the bill in triplicate in respect of a particular month in thefirst week of the succeeding month. The payment will be released within a month from the date ofsubmission of claim, complete in all respects such as datedacquittance roll certificate given, bythe Officer In Charge regarding attendance and production of documentary evidence towardsP.F. /ESI/ GST 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.

19. Payments to the service provider would be strictly on the basis of certification by theofficer with whom the personnel is attached that his services are satisfactory and attendance as perthe bill preferred by the service provider.

20. No wage/remuneration will be paid to deployed persons for the days of absence from duty.

21. The Service provider will provide the required personnel for a shorter period also, in caseof any exigencies as per the requirement of

this office.

22. 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.

23. The service provider shall be contactable at all times and messages sent by phone /email/fax/ special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Providershall strictly observe the instructions issued by the Department in fulfilment of the contract from time to time.

24. 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.

25. 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.

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

27. 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.

28. No. of Working Days will be 26 days in a month.

29. Working hours would be normally 8 ½ hrsper day from 9.00 a.m. to 5.30 p.m. including half hour lunch break during working days and Saturdays. 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.

30. The personnel may be called on Sundays and other gazetted holidays, if required, forwhich they will be paid extra as per the rates approved by the office.

31. Escalation clause will not be accepted on any grounds during the period, the contract is inforce.

32. The award of the contract will be subject to the fulfilment of the conditions laid down inRules 157,158 and 160 ofGFR as amended from time to time.

33. The claims in bills regarding Employees State Insurance, Provident Fund and GST etc.if any, should be necessarily accompanied with documentary proof pertaining to the concernedmonth bill.A requisite portion of the bill/whole of the bill amount shall be held up till such

proof is furnished, at the discretion of the Ministry.

34. 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.

35. 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. The contract/agreement is extendable by one more year subject to satisfactory performance of the agency and such amendments as mutually agreed to.

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

37. 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. 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.

38. Any dispute arising out of the contract shall be settled within the jurisdiction of Cochin.

39. 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.

40. That if any amount is found payable by the bidders towards, wages, allowances andstatutory dues in respect of personnel or any losses to this office property, 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.

41. In case the contractor fails to carry out the said services or fails to deliver service to the desired standard due to absence of personnel or any other reason, penalty as decided by the Principal Chief Commissioner of Central Tax & Central Excise (Audit), Cochin shall have to be paid by the Service Provider. The decision of the Department will be final and binding on the Contractor and shall not be subject to any dispute or arbitration and the penalties so imposed will be recovered from the amount/payment due to the Service Provider.

42. 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.

08/10/20

(T.R.V. Prabhu)
ASSISTANT COMMISSIONER (Audit)

Annexure-I

CHECKLIST OF DOCUMENTS SUMITTED

Sl. No.	Documents to be submitted	Submitted	Not Submitted	Remarks
1.	Copy of Registration of firms, If not reasons			
2.	Copy of Registration Certificate of EPF, If not reasons			
3.	Copy of Registration Certificate of ESI, If not reasons			
4.	Copy of Labour License, If not reasons			
5.	Copy of Income Tax Return for last 2 years, If not reasons			
6.	Copy of GST Registration, If not reasons			
7.	Copy of PAN/TAN card, If not reasons			
8	Rate quoted complied with the Minimum Wages Act of Government of India (Central Govt.) with all other statutory provisions.			

Signature of bidder
with seal of establishment

Full name of bidder with address and date

Annexure II

PROFORMA FOR TECHNICAL BID

SL. NO.	PARTICULARS	TO BE FILLED BY TENDERER
1	Name of the Agency	
2	Detailed office addresses of the Provider,Telephone Number, Fax Number and Mobile Number and name of the contact person.	
3	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, if any, to be enclosed)	
4	PAN/TAN Number, if any (Copy to be enclosed)	
5	Labour License Number, if any (Copy to be enclosed)	
6	GST Registration Number, if any (Copy to be enclosed)	
7	EPF Registration Number, if any (Copy to be enclosed)	
8	ESI Registration Number, if any (Copy to be enclosed)	
9	Whether the provider is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India.	
10	Educational qualifications and work experience of the persons to be deployed.	
11	Experience in dealing with Govt. Departments (indicate the names of the Departments and attach copies of contract orders placed on the agency), If any	
12	Whether the undertaking regarding acceptance of the terms and conditions have been duly signed, in token of acceptance of the same, is attached	
13	Whether agency profile is attached? If any	
14	List of other clients, If any	
15	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.

(Authorized Signatory)
(With name/designation, Contact No. & Seal)

Annexure – III (TENDER ACCEPTANCE LETTER)

To

The Commissioner
Central Tax & Central Excise (Audit)
Audit Commissionerate, C.R. Building
I.S. Press Road, Cochin-682018.

Sir,

Subject: Acceptance of Terms & Conditions of tender for "Outsourcing the services of office helpers".

Tender Reference No:_____

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned tender from the web site(s) namely _____as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc., which form part of the tender document) and signed on all the pages of the terms & conditions. I / we shall abide by the terms / conditions / clauses contained therein.

3. The corrigendum(s), issued from time to time by your department too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that we have not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department shall without giving any notice or reason thereof, shall summarily reject the Bid, without prejudice to any other rights or remedy.

Yours sincerely

Name & Signature with stamp (if any) of
Legal owner/Power of Attorney holder

Annexue-IV

FINANCIAL BID

To

The Commissioner,
Central Tax and Central Excise (Audit),
Headquarters Office, C R Building,
I S Press Road Cochin - 18

Sub.:-Quotation for award of contract for providing the services of office helper. – Reg.

Sir,

With reference to your tender sent by RPAD on ..... and received in this office on....., on the subject mentioned 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	Rs.	
Employer's contribution	Rs.	
Employee's contribution	Rs.	
P F	Rs.	
Employer's contribution	Rs.	
Employee's contribution	Rs.	
GST liabilities	Rs.	
Service Charges per person per month demanded	Rs.	
Any other charges (Pl. indicate)	Rs.	
Total	Rs.	
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.	Rs.	

2. I/We accept 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 GST or any other tax payable to the Government.

Yours faithfully,

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