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GOVERNMENT OF INDIA
INCOME TAX DEPARTMENT
OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX
121, MAHATMA GANDHI ROAD, NUNGAMBAKKAM, CHENNAI - 600 034

C.No.660(2)/Accts/DEO/2014-15

Date: 11-NOV-2014

NOTICE INVITING TENDER FOR PROVIDING DATA ENTRY OPERATOR / TYPIST
(Classified as Highly skilled workers)

The Income Tax Department, Chennai invites sealed offers from reputed parties engaged in the business of providing manpower services, for outsourcing the services of Data Entry Operator, on need basis in various Offices of Income Tax Department, Chennai for the period from 15th December-2014 to 30-Apr-2015. Tender forms, along with terms and conditions can be downloaded from the web site: www.incometaxindia.gov.in & www.tnincometax.gov.in and the last date for receipt of filled in tender forms is 02-Dec-2014.

Sd/-
(M.MATHIVANAN)
Additional Commissioner of Income Tax (H.Qrs)(Admn.)
For Principal Chief Commissioner of Income Tax
Chennai - 600 034



**GOVERNMENT OF INDIA
INCOME TAX DEPARTMENT**

OFFICE OF THE PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX
121, Mahatma Gandhi Road, Nungambakkam, Chennai - 600 034

TENDER DOCUMENT

**OUTSOURCING OF SERVICES OF
DATA ENTRY OPERATOR / TYPIST
(Highly skilled category)**

**FOR OFFICES OF INCOME TAX DEPARTMENT,
CHENNAI (INCLUDING TAMBARAM, VELLORE AND
KANCHIPURAM)**

**121, MAHATMA GANDHI ROAD,
NUNGAMBAKKAM, CHENNAI - 600 034**

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121, MAHATMA GANDHI ROAD, NUNGAMBAKKAM, CHENNAI - 600 034**

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Date: 11-NOV-2014

NOTICE INVITING TENDER FOR PROVIDING DATA ENTRY OPERATOR / TYPIST
(Classified as Highly skilled workers)

The Income Tax Department, Chennai invites sealed offers from reputed PARTIES engaged in the business of providing manpower services, for outsourcing the services of Data Entry Operator / Typist, approximately 70 Nos. initially and which is likely to increase on need basis in various Offices of the Principal Chief Commissioner of Income Tax, Chennai (including Tambaram, Vellore and Kanchipuram) for the period from 15th December-2014 to 30-Apr-2015. The description of the responsibilities and the work carried out by the Data Entry Operator / Typist is given under terms and conditions.

I. TENDER PROCESS

1. Tender is invited in two parts i.e. **(1) Qualifying bid and (2) Financial bid**. The tender form for Qualifying bid in proforma prescribed in ANNEXURE-I and the tender form for the financial bid in proforma prescribed in ANNEXURE-II complete in all respects shall be submitted in **two separate sealed covers** addressed to the Additional Commissioner of Income Tax (H.Qrs)(Admn.), O/o.Principal Chief Commissioner of Income Tax, No.121, M.G.Road, Nungambakkam, Chennai - 600 034, by **4.00 p.m. on 02-Dec-2014**. Late submission of tenders shall not be accepted. The sealed covers should be super scribed with "**Qualifying Bid - Contract for Providing Data Entry Operator / Typist**" and "**Financial Bid - Contract for Providing Data Entry Operator /**

Typist" respectively. Qualifying Bids will be opened on **03-Dec-2014** at **11.00 AM** in the presence of bidders at Conference Room, No.117, First floor Main Building, 121, Mahatma Gandhi Road, Nungambakkam, Chennai - 600034. If the date of opening is declared a holiday, the quotations will be opened on next working day. Incomplete bid documents shall be rejected. The valid qualifying bids shall be scrutinized by the Department to short list the eligible bidders. The financial bids of the short listed bidders will be opened at **3.00 PM** on **03-Dec-2014**. In case it is not possible to open on stipulated date due to unavoidable circumstances, the next date of opening will be duly informed.

2. If the tenders are sent by post / courier, it should be ensured that the cover is intact without any damage or loss at the time of reaching the destination. Department is not responsible for the delay on account of Postal / Courier Services.

3. **Earnest Money Deposit:** Earnest Money Deposit of Rs.1,00,000/- (Rupees One Lakh only) per application in the form of Demand Draft / Banker's cheque of Scheduled Bank drawn in favour of **The Administrative Officer, O/o.The Principal Chief Commissioner of Income Tax, Chennai-34** shall accompany the qualifying bid. Qualifying bids without Earnest Money Deposit will be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws subsequently or the details furnished in ANNEXURES - I & II are found to be incorrect or false during the tender selection process. **No interest shall be paid on the Earnest Money Deposit (EMD) of the successful bidder and same will be returned on furnishing a Performance Guarantee.**

4. **Performance Guarantee:** The successful bidder has to submit 5% of the value of the contract as performance guarantee deposit in the form of **Demand Draft / Banker's cheque of a Schedule bank drawn in favour of "The Administrative Officer, O/o The Principal Chief Commissioner of Income Tax, Chennai-34"** before the contract is awarded to them. The Performance Guarantee shall be refunded to the selected bidder on successful completion of contract period. No interest shall be paid on the Performance Security placed with the Department by the successful bidder. The

Performance Guarantee will be forfeited in the event of withdrawal of contract by the contractor before the expiry of the contract period or in the event of termination of the contract attributable to the unsatisfactory performance of the contract or for violation of any of the terms and conditions of the contract.

5. The tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. The tenderer would fill up the information in the ANNEXURE I & II enclosed at the end of this document in clear and legible terms. Wherever required the prices quoted shall be written in figures and words as well. ANNEXURES shall also have to be signed and stamped by the bidder or its authorized signatory.

6. The tender forms shall be rejected if it is not complete in any respect.

II. TERMS AND CONDITIONS

1) The nature of duties of Data Entry Operator / Typist (Highly skilled workers):

The duties of the Data Entry Operators / Typists would broadly include typing from the written drafts/documents, taking direct dictation on the computer, cleaning and maintenance of computer, printing of documents and any other related work assigned by the authority with whom they are attached.

2) The Data Entry Operator / Typist (Highly skilled workers) should have the following qualifications:

- a) The person should hold a Bachelor's Degree with English as one subject.
- b) The personnel should have a minimum speed of typing at 40 Words Per Minute.
- c) The personnel should possess knowledge of software such as Microsoft Word, Microsoft Excel and Microsoft Power Point etc.
- d) The age of personnel should be between 21 years to 40 years.
- e) The personnel should be able to type directly on computer during dictation.

f) The Department would conduct a skill test for the selection of candidates that are provided by the agency.

3) **Conditions to be satisfied in the qualifying bid:**

a) Bidder should have a minimum of three years of experience in providing manpower services, for outsourcing services of Data Entry Operator / Typist to various organizations.

b) The bidder must have ESI Registration, EPF Registration and Service Tax Registration as on the date of submission of tender.

c) The bidder must have obtained Permanent Account Number (PAN) under Income Tax Act, 1961.

d) The evidence for filing of returns along with Income and Expenditure Account and Balance Sheet for past three Financial Years 2011-12, 2012-13 & 2013-14 (Assessment Years 2012-13, 2013-14, & 2014-15) should be enclosed along with the qualifying bid.

e) The bidder must have gross contractual receipts of Rs.25 Lakhs and above during the Financial Year 2013-14 (Assessment Year 2014-15). A statement showing list of clients along with evidence for contractual receipts should be enclosed along with the qualifying bid.

f) **In the event of the contract being awarded, the contractor should be prepared to deploy the persons w.e.f 15-Dec-2014.**

4. The contractor shall deploy only personnel with good conduct and character. In order to ensure the same, Police Verification Certificates in respect of the personnel deployed shall be submitted to the O/o.PR.CCIT, Chennai, at the time of deploying each personnel.

5. The personnel deployed shall work on all days except Sundays and National Holidays. If it is required the personnel must be ready to work on holidays as well and payment will be made based on attendance.
6. Normally the working hours for persons deployed by the contractor shall be between 09.15 AM to 06.00 PM with a lunch break of half an hour in between. The person deployed should invariably reach office before 09.15 AM, every day and perform the duties.
7. The personnel shall attend to work punctually at the prefixed / determined timings and shall be well-behaved and well-mannered.
8. The personnel shall perform all the duties assigned by the respective HODs / Assessing Officers / Officers to whom they are attached from time to time.
9. The contractor shall ensure that the work undertaken by its personnel is carried out efficiently and to the satisfaction of HODs / Assessing Officers / Officers to whom they are attached.
10. The contractor and the personnel engaged by the contractor shall be subject to the entry and exit procedures of the Department as may be determined by the Department from time to time.
11. If in the opinion of this office, the contractor engages inadequate number of personnel or does not execute the work in a satisfactory manner or in accordance with the terms and conditions of the contract, O/o The Principal Chief Commissioner of Income Tax, Chennai may get the work done through a third party contractor, without any written notice to the contractor, the cost of which shall be recovered from the contractor from the monthly payment.
12. Close liaison shall be maintained with our officers-in-charge for smooth and efficient performance of duties of the personnel.

13. The contractor shall indemnify and shall keep the O/o The Principal Chief Commissioner of Income Tax, Chennai indemnified against acts or omission or negligence, dishonesty or misconduct of the men engaged for the work and O/o The Principal Chief Commissioner of Income Tax, Chennai shall not be liable to pay for any damages or compensation to such person or to third party.

14. In the event of increase in Service Tax by State / Central Government in future applicable under this contract, the Department shall bear the same.

15. The contractor shall arrange for the maintenance of all such registers and forms as are statutorily required and / or considered necessary for the efficient performance of this contract.

16. It is clearly agreed and understood that all the persons provided / engaged by the contractor shall be the employees of the contractor and all disputes between the contractor and its personnel shall have no bearing on O/o The Principal Chief Commissioner of Income Tax, Chennai. O/o The Principal Chief Commissioner of Income Tax, Chennai shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employee / ex-employee of the contractor. **The Contractor is fully responsible for disciplined behavior of its workmen.**

17. All damages caused by the contractor or the contractor's personnel or by any other personnel arising out of the contractor's employees' instructions shall be charged to the contractor and recovered from its dues / bills.

18. Failure by the contractor to comply with any statutory requirement and / or the terms of the agreement during the period of contract shall result in termination of the contract and subsequent disqualification from participation in any future tender of the Department.

19. In case the contractor withdraws or the O/o. Principal Chief Commissioner of Income Tax, Chennai terminates the contract for violation of any of the terms and conditions and/or deficiency in services during the period of contract, the additional

expenses in hiring a new contract or temporary arrangement till the time of appointing a regular contractor through a similar tender process, shall be adjusted against payments to be made.

20. The Department reserves the rights to suspend this tendering process without assigning any reason, whatsoever. It also reserves the right to enter into or reject all applications depending on the availability of resources.

21. The service charges quoted shall be inclusive of cost of issue of identity cards, other expenses relating to maintenance of register, supervisory charges and other charges to be incurred by the contractor to satisfy the terms and conditions of tender.

22. In case, the person deployed by the contractor is absent / leave, suitable replacement should be given immediately with information to the O/o. Principal Chief Commissioner of Income Tax, Chennai.

23. The persons deployed by the contractor should maintain the confidentiality of the work carried out by them and it is also to be ensured that they should not remove or partake any material that belongs to the department.

24. In case, complaints are received against the personnel deployed by the contractor and if the complaints are found to be true, the personnel should be replaced immediately.

25. If the service provided by the contractor is found to be satisfactory, the contract may be extended for a further period as agreed to by both the parties (contractor and the Department) under the same rates and same terms & conditions.

26. The total number of Data Entry Operators / Typists deployed shall be at the sole discretion of this office.

27. Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The Contractor

shall arrange necessary insurance cover for any persons deployed by him even for short duration. This office shall not entertain any claim arising out of mishap, if any that may take place. In the event of any liability/claim falling on this office, same shall be reimbursed/indemnified by the Contractor.

28. The contractor is responsible for payment of monthly salary including leave salary, bonus, gratuity etc. to the personnel as applicable to them under law. The Contractor should ensure that salaries are paid on time every month.

29. The persons engaged by the Contracting Agency/Contractor will be in the employment of the Agency/Contractor only. The contractor is responsible for payment of salary to the personnel deployed.

30. Department/Office will not involve in any dispute between the contractor and workers of the contractor.

31. Proper uniform and identification card shall be provided by the contractor/bidder to the person deployed as Data Entry Operator / Typist and it must be ensured that the same are worn to work & ID cards are displayed on person.

32. The contractor shall provide the personal particulars of the Data Entry Operators / Typists to be deployed, giving details of educational qualifications.

33. The Data Entry Operators / Typists are required to abide by the following rules:

- a) Will work in the Income Tax Office premises only.
- b) Will not part with any information pertaining to the office.

34. During the contract period, the agency shall make salary and other payments and provide other things in time without waiting for the bill payments passed and paid by the Income Tax department. **In case it is seen that the payments of salaries have been withheld for the reason that the same have not been paid by the department,**

the service provider shall be debarred from participating in the next tender to be floated by the department.

35. The Income Tax Department may discontinue the contract at any point of time, by giving notice of at least 30 days before the intended date of discontinuation, and will not be liable to any additional charges or compensation payable to the agency or any other person.

36. The agency shall discontinue the contract at any point of time by giving notice at least 60 days before the intended date of discontinuance. But it will amount to forfeiture of its security deposit submitted by it in case of discontinuation without notice and notice less than 60 days prior to the intended date of discontinuation. Income Tax Department will have the right to claim damages and recover them from the payments due to the agency or by any other means in addition to forfeiting the security deposit of the agency.

III. RATE AND PRICES

The bidders shall quote their rates per personnel deployed as “Rate per day per personnel” (in both words and figures) which shall not be less than the minimum wages stipulated by the Government. The payment of wages during the contract period shall not be less than the minimum wages fixed by the Central Government from time to time. In this regard the order of the Chief labour Commissioner(C) in No 1/2(3)/2014-LS-II dated 29/9/2014 has given the wages payable for highly skilled workers. The minimum wages prescribed in that order for highly skilled workers should be adhered to.

The contractor/bidder shall have to specify the amount to be charged by it towards service charges for providing the Data Entry Operators / Typists as per the wages as mentioned in above para. It may be noted that in order to eliminate frivolous bids and disguised charges / deduction form salary of personal, contractors bidding at 0% service charges shall be disqualified.

Proper salary slips indicating the deductions (PF & ESI etc.) shall be provided to the deployed persons by the contractor at the time of disbursement of the salary every month. The details with regard to payment of PF, ESI & Service Tax and other statutory payments should be submitted for verification as and when called for by the Department.

IV. FINAL PAYMENT

The contractor shall submit the bill for every month by the 7th day of following month along with the statement showing number of persons deployed for number of days certified by the respective Officers. No interim bills will be entertained. Payment will be made through Cheque / ECS within a month from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective Officers. The payment shall be made either by O/o.Principal Chief Commissioner of Income Tax, Chennai - 34 or by the respective Drawing Disbursing Officers (DDOs). The payment is subject to TDS applicable under the Income Tax Act, 1961.

The tenderer should ensure that the following documents are enclosed to:

a) The Qualifying bid:

- (i) ANNEXURE-I (duly filled-in) along with necessary enclosures.
- (ii) Earnest Money Deposit (EMD) for Rs.1,00,000/- (Rupees One Lakh only) in the form of Demand Draft / Banker's Cheque drawn in favour of "The Administration Officer, O/o The Principal Chief Commissioner of Income Tax, Chennai - 34".
- (iii) Tender Document (all pages signed)

b) The Financial Bid:

Duly filled-in ANNEXURE-II, separately for

- (i) Chennai (including Tambaram)
- (ii) Vellore and
- (iii) Kanchipuram.

Note: The successful bidder will be decided on the basis of the rate quoted for Chennai (including Tambaram)

Sd/-

(M.MATHIVANAN)

Additional Commissioner of Income Tax (H.Qrs)(Admn.)

For Principal Chief Commissioner of Income Tax

Chennai - 600 034

Encl.:

- 1. Qualifying Bid Document (ANNEXURE-I)**
- 2. Financial Bid Document (ANNEXURE-II)**

QUALIFYING BID DOCUMENT

ANNEXURE - I

1. Name of the party :
2. Address (with Tel No., Fax No.) :
3. Name & Address of the Proprietor / Partners / Directors (with Mobile No. & E-mail) :
4. Contact Person(s) (with Mobile No. & E-mail) :
5. No. of years of experience in providing Manpower Services :
6. Details of ESI & EPF Registration along with evidence (Registered before 01-Apr-2011) provide copies of ESI & EPF return filed during the last year. :
7. Details of Service Tax Registration along with evidence :
8. Permanent Account Number (PAN)
9. The evidence for filing of IT returns along with Income and Expenditure Account and Balance Sheet for last three Asst. years to be enclosed. :
10. List of clients along with evidence for gross contractual receipts of Rs.50 lakhs and above in the Financial year 2013-14 (AY 2014-15) :
11. Details of EMD :

DECLARATION

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

(Signature of Authorized Signatory with date)

FINANCIAL BID DOCUMENT

ANNEXURE - II

1. Name of the Party :
2. Address
(with Tel No., Fax No.) :
3. Name & Address of the Proprietor /
Partners / Directors
(with Mobile No. & E-mail) :
4. Contact Person(s) (with Mobile No. & E-mail) :
5. Rate per personnel per day (Both in words
and figures) :

No.	Description	Rate per day per person
A	Basic	
B	DA	
C	Other charges, if any	
D	(A+B+C)	
E	EPF	
F	ESI	
G	Bonus	
H	(D+E+F+G)	
I	Contractors Service Charges Rs. _____	
J	(H+I)	
K	Service tax _____ % on J	
L	Total cost per labour per day (J+K)	

DECLARATION

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

(Signature of Authorized Signatory with date)