

PR. COMMISSIONER OF INCOME TAX-1
5TH Floor, BMTC Bus Depot, Kormanagala Bengaluru-560095
Telephone/Fax: 080-25625528,25625507

F.No34/GEM//PCIT-1/AO-ADMIN/2019-20

Dated: 11/10/2019

Sub: Open Tender for Data Entry Operators (DEO's) -2019.

This office invites sealed tenders quotations from the reputed service providers/ agencies for providing 26 Data Entry Operator in the charge of Pr. Commissioner of Income tax -1 , Bangalore, BMTC Building Koramangala Bengaluru-560095 on work contract basis.

2. Service providers who have sufficient experience in providing such services to various Government Departments, Public Sector Undertakings and Government Autonomous Organizations may apply(attached copy of work order or agreement copy at least should be three different organization). **The period of contracts shall be for a period of one year initially. The contract may be renewed for a maximum period of two years, on year to year basis, as mutually agreed upon, subject to satisfactory performance.**

3. The tenders should be super scribed "**Tender for Data Entry Operator**" and shall be submitted in **two sealed covers** i.e. Technical and Financial Bid, addressed to **The Addl. Commissioner of Income tax(HOO), O/o Pr. Commissioner of Income tax -1, 2nd Floor, BMTC Bus Depot Koramangala, Bengaluru-560095** with an Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty thousand only) in the form of a Demand Draft drawn in favour of The ZAO, CBDT, Bengaluru". Tenders without EMD will be summarily rejected. The completed sealed tender documents should reach this office **by 5:00 P.M. on 30/10/2019**. Bids beyond the specific date/time will not be accepted. The Technical bids will be opened at **3:00 P.M. on 04/11/2019**. If any of the bidders likes to participate in the tender opening process, they may be present at the venue before the Tender Committee/Purchase Committee at the aforesaid time, in the chamber of The Addl. Commissioner of Income tax (HOO)- range-1(2), O/o Pr. Commissioner of Income Tax -1 Bengaluru room no 122 on 1st floor BMTC Building. The Tender committee/ Purchase Committee reserves the right to reject any prospective application without assigning any reasons. If any information furnished by the Agency is found to be incorrect at a later stage, the agency shall be liable to be debarred from providing the services and may also face financial consequences.

4. The tender documents along with terms and conditions can be downloaded from the website www.incometaxindia.gov.in, www.eprocure.gov.in, www.incometaxbengaluru.org

5. The details of tender are given below:

1	Description of work	Hiring of 26 Data Entry operator (Semi-Skilled)
2	Type of Tender	Two Bid/Two Packet System (i.e. Technical and Financial Bids to be submitted separately in separate covers giving sufficient space to cut the cover)
3	Contract Period	One Year from the date of signing of the contract initially. The contract may be renewed for a maximum period of two years on year to year basis, as mutually agreed upon Subject to satisfactory performance.
4	Earnest Money Deposit	Rs.50,000/- (Rupees Fifty Thousand only)
5	Mode/Validity of E.M.D	Demand Draft/Pay Order/Bankers Cheque issued by Scheduled Banks drawn in favour of "ZAO, CBDT, Bengaluru" valid for at least 90 days from the date of Technical Bid Opening
6	Validity of performance guarantee	Should be valid for 180 days after expiry of contract.
7	Tender start Date & Time	11/10/2019 16:00 Hrs
8	Tender Closure Date & Time	30/10/2019 17:00 Hrs
9	Date & Time of Opening of Technical bid & Financial Bid	04/11/2019 15:00 Hrs
10	Bid validity	90 days from the date of opening of financial bid
11	Deposit of Bid Documents	One big sealed envelope/cover having two Sealed envelopes inside it to be submitted on the reception (inside the big sealed envelope/cover, one envelope/cover marked as Technical Bid for Data Entry Operator and another envelope/cover as Financial bid for Data Entry operator) by Specified date and time as in Sl. No.9.
12	Period of commencement of work	Within 10 days of issue of work order, failing which penalty per day @ 0.05% of the annualized contract value
13	Tender Value	80 Lakh approximately



[DHIRENDRA KUMAR JHA]

Addl. Commissioner of Income tax Range-1(2),I/C
O/o Pr. Commissioner of Income tax-1
Bengaluru

Scope of Work

The duties of the DEO would broadly include typing work, document, taking dictation, printing of documents and any other clerical work assigned by the superior authority.

Terms and Conditions:

I. CONDITIONS TO BE FULFILLED FOR ELIGIBILITY.

- i) The bidder should be a registered and well established man power agency and should have a sufficient experience in rendering such services to Establishments of Central/State/Public Sector Organizations. A list indicating the Departments where the bidder has contract for provide data entry operator along with supporting documents should be submitted with the bid.
- ii) The following qualification should be fulfilled by the Data Entry Operator.
 - a) The person should be 10+2(PUC) level.
 - b) The person should be minimum speed of typing at 2000 key depression per 15minutes.
 - c) The person should have working knowledge of computer such as MS Word, MS Excel, MS Power Point etc.
 - d) Documentary evidence for compliance to each of the essential eligibility criteria must be Enclosed along with the Technical bid.
- iii. If the bid is not accompanied by all the requisite supporting documents, the same would be rejected.
- iv. The working hours for DEO will be from 9.30 hrs to 18.00 hrs, if necessary on holidays, with ½ hour lunch break. The work shall be done on all working days and payment will be made on the basis of attendance.
- iv. The total number of DEO deployed shall be at the sole discretion of this office.
- v. Insurance cover protecting the agency against all claims applicable under the workmen's compensation Act, 1948 shall be taken by the service provider. The service provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. This office shall not entertain any claims 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 service provider.
- vi. The personnel should report to the office in charge assigned by the office.
- vii. The personnel should be punctual and should complete the work assigned to them promptly and meticulously. If not found working satisfactorily, must be replaced by the service provider immediately.
- viii. All existing statutory regulations of both the State as well as the Central Governments, shall be adhered by the service provider and all records maintained there of shall be available for scrutiny by this office. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.

- ix. The service provider is responsible for payment of monthly salary including leave salary, bonus, gratuity, EPF, ESI etc. to the personnel as applicable to them under law. The service provider should ensure the salaries are paid on or before 5th of every month. It is mandatory for the service provider to pay the prevailing wages prescribed by the minimum wages act, of the Central Government noted vide the Gazette of India, Ministry of Labour & Employment in F.NO. 1/8(3)/2019-LS-II dated 27 March 2019 to the DEO (Semi Skilled).
- x. The payment shall be made to the service provider on or before 10th of following month. At the time of submission of bill for payment, the contractor/service provider should submit the proof for the previous payment made towards statutory liabilities. The service provider shall make only statutory deductions from the salary paid to the personnel.
- xi. Payment to the service provider will be made by account payee NEFT only, on presentation of the bill. Income-tax- TDS & GST-TDS shall be deducted as per the rates notified by government of India.
- xii. The personnel engaged by the contracting agency/service provider will be in the employment of the agency/service provider only.
- xiii. All damages caused by the personnel to the property of the office shall be recovered from the service provider.
- xiv. The contract will be for one year. The contract may be renewed for a maximum period of two years on year to year basis, as mutually agreed upon subject to satisfactory performance.
- xv. No other persons except service provider's authorized representative shall be allowed to enter the offices.
- xvi. Department /office will not involve in any dispute between the service provider and workers of the service provider.
- xvii. Proper uniform and identification card shall be provided by the contractor/bidder to the persons deployed as DEO and it must be ensured that the same are worn to work & ID cards are displayed on a person.
- xviii. The contractor/ bidder shall ensure that workers deployed by it maintain discipline of the highest order and that they restrict themselves to their assigned work only.
- xix. Any incidence of inappropriate behavior by any of the DEO or any interference by them in the official functioning shall be viewed very seriously and may even lead to termination of the contract, if need be.

- xx. All employees of the Contractor shall be employees of the Contractor. Income tax department, Bengaluru will not have any liability to absorb them at any point of time nor can they claim any right for employment
- xxi. The vendor will provide the personal particulars of the DEO giving details of educational qualifications. The DEO are required to abide by the following rules.
- i. Will work in the Income Tax Office Premises only.
 - ii. Will not part with any information pertaining to the office.
- xxii. Notwithstanding anything contained herein, this office reserves the right to terminate the services of the Contracting Agency/Service provider at any time without giving any notice or reasons whatsoever.

Right to accept or reject any or all bids

Notwithstanding anything contained in any of the clauses contained in this Tender, this office reserves its right to accept or reject any or all the bids and to annul the whole bidding process at any time prior to awarding of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the reasons for the action by this office.

Notification of award of contract.

The notification of award of contract in the form of a letter by this office and acceptance thereof by the bidder within a period of three days from the date of its receipt will constitute the information of the contract.

Signing of contract agreement. The successful bidder should enter into an agreement with the Addl. Commissioner of Income-tax(HOD), O/o Pr. Commissioner of Income tax (Central), Bengaluru within 10 working days of the receipt of award of contract incorporating all the terms and conditions contained in this tender documents.

The successful bidder will have to make a security deposit of Rs.1,00,000/- in favour of The Addl. Commissioner of Income-tax(HOD), O/o Pr. Commissioner of Income tax (Central), Bangalore during the subsistence of the contract. This security deposit shall be forfeited in the event of violation of any of the terms and conditions of this tender by the bidder or in the event of any verifiable complaint of non-payment of minimum wages as per law to the DEO.

- xxiii. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, INCOME TAX DEPARTMENT reserves the right to seek fresh set of documents or seek clarifications on the already /submitted documents.
- xxiv. Tenderer must also provide its PAN (Permanent Account Number) allotted by the Income Tax Department and attach the proof thereof duly signed and stamped.

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- xxv. Tenderer must have turnover of minimum Rs.1 crore on an average per year calculated on the basis of past three years. (Attach supporting proof for the same for the year 2015-16, 2016-17 and 2017-18).
- xxvi. The employees of the tenderer must be covered under ESI and EPF. The duly signed and stamped copies of ESI and EPF certificates must be attached. The list of minimum 50 regular employees must also be attached.
- xxvii. The tenderer should have its registered office in Bengaluru and GST belong to Karnataka State only.
- xxviii. It is mandatory for the Agency to have the copy of which has to be submitted along with the quotation in Technical bid envelope.
 - a. E.S.I. Registration Number
 - b. E.P.F. Registration Number
 - c. GST Number(Karnataka State)
 - d. PAN No.
 - e. Valid central government Labor License
 - f. Work order/ agreement copy where service providing

II. Earnest Money Deposit (EMD) :

- i) Each bid must be accompanied by Earnest Money Deposit (EMD) of Rs.50,000/-(Rupees Fifty Thousand only) of any Nationalized bank in the form of Demand Draft drawn in favour of The ZAO,CBDT Bengaluru payable at Bengaluru without which the quotation will be summarily rejected.
- ii) The details of the EMD shall be submitted as per **Annexure-II**.
- iii) Tender received without EMD or lesser amount will be summarily rejected.
- iv) The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of the EMD.
- v) No Bank Guarantee towards EMD will be acceptable.
- vi) The Earnest Money Deposit (EMD), without any interest accrued will be refunded in any of the following eventual situations: -
 - i. In the case of those Bidders who fail to qualify the essential eligibility criteria, or whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of LPC (Local Purchase Committee)'s recommendations.

- ii. In the case of those Bidders who are not empanelled, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of Local Purchase Committee's recommendations.
- iii. In the case of Bidders whose tender bids are accepted for empanelment, EMD will be converted into Security Deposit as per empanelment clause.
- vii) The EMD of successful tenderer shall be retained as Security Deposit. The EMDs of non-selected tenderer shall be returned after the finalization of the tender without interest thereon. The Security Deposit and Performance Bank Guarantee of the successful tenderer shall be encashed in case of unsatisfactory services during the empanelment period. The Security Deposit and the Performance Bank Guarantee of selected tenderer shall be returned after successfully completion of empanelment period without any interest. In case the selected tenderer back outs or dishonours the order, the EMD will be forfeited and tender will be re-floated.

III. Bid Submission Process :

The Tenderer must pay salary to its employees as per the Wages fixed by the Labour Department, Government of India as per Minimum wages act. The income tax department reserves the right to ask for proof of actual payment to the staff, as and when desired.

- i) The rates should be quoted as per Annexure-I. The rates should be valid for a minimum period of 180 days from the date of opening the quotation..
- iii) Any discounts offered or other charges that are levied should be clearly indicated.
- iv) There will be no negotiations regarding the contract price. The vendor who has quoted the lowest (LQ-1) rate on the basis of Sl.No. 2 of Annexure-I will be selected. The selected vendor has to match the rates for other items of the responsive vendors. If the lowest quoted (LQ-1) vendor does not accept the Order, EMD will be forfeited. No interest will be payable on EMD.
- vi) No increase in the agreed rates shall be entertained during the period of contract.

IV. Others :

The DEO staff should be smartly dressed and in proper uniform. The staff must be well mannered and loyal to the agency and in turn to the income tax department. If at any time, he or she is found to be guilty of misconduct in any manner, the concerned personnel may be replaced by the agency within 24 hours.

- ii. The DEO personnel will be well trained in the field of clerical services. They should be able to read, write and understand the local language Kannada, English & Hindi.
- v. INCOME TAX DEPARTMENT shall pay contracted amount to the agency and the agency in turn shall pay to the DEO personnel as per minimum wages Act. INCOME TAX DEPARTMENT shall not be responsible for the release of benefits such as provident funds, ESI, Pension benefits and any other allowances.

- viii. A pre-receipted bill in double is to be submitted along with the copy of the attendance certificate of the staff attended to the duty on all working days and the acknowledge copy of the materials certified by INCOME TAX DEPARTMENT officer by the 2nd day of every month for release of the payment by 10th day of each month by means of E-Payment.
- ix. The DEO personnel shall come on duty in time. The office timing for the staff will be from 9:30 a.m. to 6:00 p.m. If any personnel fall sick, the reliever shall be provided by the agency from an existing pool of DEO personnel free of any extra charge.
- x. INCOME TAX DEPARTMENT reserves the right to check the antecedents of DEO personnel from the local police officials. For this purpose, the DEO personnel shall give the required number of passport size photographs and all cooperation in getting the antecedents of personnel verified.
- xi. INCOME TAX DEPARTMENT shall not provide any allowance for washing, entertainment, hardship, refreshment or any other such allowance.
- xii. That all the DEO personnel reliever shall be deemed to be employees of the agency. The particulars of the staff in the pool of the agency should be made available to INCOME TAX DEPARTMENT. The agency shall be responsible for their monthly salary, fringe benefits, behavior, duty roster, leave records, reliever among other details.
- xiii. The service provider shall comply with the statutory provisions of the Labour Laws like Minimum Wages, Bonus etc., and shall pay the personnel deployed. The Minimum Wages as per the Government of India, Minimum Wages Act., complying with the legal rules and regulations of the Central/State Government governing such DEO contracts would be the sole responsibility of the Contractor.
- xiv. The coordinating person from the agency should meet the Administrative Officer or any other officer identified by this office at least twice a month to sort out any problem that may arise from either side.
- xv. The agency shall provide the list and identity cards with the photographs of the DEO personnel to be posted for the clerical work.
- xvi. Non compliance of any terms and conditions enumerated hereinafter the award of the contract shall be treated as breach of contract.
- xvii. The agency shall ensure that the DEO personnel working in the office of Income tax department shall not form any workers union and shall not indulge in any activities.
- xviii. Printed conditions mentioned in the quotation bid will not be binding on income tax department. All the terms and conditions for providing DEO personnel at income tax department will be as those mentioned herein and no change in the terms and conditions by the quotationers will be acceptable. Alternations, if any, in the quotation bids should be attested properly by the quotationer, failing which, the quotation will be rejected.
- xix. INCOME TAX DEPARTMENT reserve the right to accept or reject any/all quotations without assigning any reason whatsoever. Incomplete or unsigned quotations are liable to be rejected.

ANNEXURE-I(Financial Bid)

PROFORMA FOR QUOTING RATES FOR PROVIDING DEO SERVICES

Sl.No.	Description	Charges for one person per month
1	Wages per DEO Personnel (Semi-Skill) per month which will be paid by the Agency for the DEO on the basis of Minimum wages Act, as per Central Government notification issued time to time.	Rs.645x26 days=Rs.16770 (wages including V.D.A) PF=13% of 15000= Rs.1950 ESI=3.25%= Rs.545 Bonus=583 Total:19848/-
2	Agency Charges, per DEO Personnel in Rs.	Rs..... (in word.....)
3	Grand Total(1 to 2 above) Per DEO(semi-skilled)	Rs.....* excluding GST

- * Total Number of DEO required is 15. It may be increased or decreased as per requirement.
- The vendor who has quoted the lowest (LQ-1) rate on the basis of Sl.No. 2 of Annexure-I will be selected.
- Taxes wherever applicable will be paid for the above services as per the prevailing Government rates.

GRAND TOTAL
RUPEES.....

(RATES ARE TO BE QUOTED IN FIGURES AND WORDS BOTH)

DECLARATION

I hereby certify that the information furnished above is true and correct 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 department in future.

Signature of Authorized Signatory:.....

PAN No.....

Agency Name: (Seal):.....

ANNEXURE-II[Technical Bid]

PARTY/ DEMAND DRAFT DETAILS

A PARTY DETAILS

- 1. Party Name:.....
- 2. Address:.....

- 3. City:.....
- 4. State.....
- 5. Pin code.....
- 6. Telephone No. with Fax.....
- 7. Email Address.....
- 8. PAN No.....
- 9. GST No.....
- 10. Mobile Number.....

B. DEMAND DRAFT DETAILS:

- 10. Demand Draft Amount.....
- 11. Demand Draft Number.....
- 12. Demand Draft Date.....
- 13. Bank Name.....
- 14. Branch Name.....

DECLARATION

I hereby certify that the information furnished above is true and correct 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 department in future.

Signature of Authorized Signatory:.....

Agency Name: (Seal):.....