



**OFFICE OF THE
DIRECTORATE OF INCOME TAX,(VIG.),NORTH ZONE
ROOM NO. 175, CENTRAL REVENUES BUILDING
I.P. ESTATE, NEW DELHI**

No CIT-DDO/DIT(V.),NZ/Hiring of Services /12-13/
Date:07.10.2012

**Subject:- Outsourcing of services/provision of Data Entry Operators in the
Director Of Income Tax,(Vig.),North Zone, Delhi, New Delhi.**

1. Sealed tenders are invited for and on behalf of the President of India from experienced and reputed manpower supplying agencies (hereinafter called "Service Provider") for providing services of Data Entry Operators (DEO) in the Director of Income Tax(Vig.), New Delhi.
2. The duty of DEO would broadly include attending to various typing and other data entry and processing related jobs specific to the O/o DIT(Vig.), NZ, New Delhi and also to any other work assigned to them by the senior officers/officials.
3. Total 4(Four) Data Entry Operators are required.
4. The period of contract would be initially upto 30.11.2013 starting from 01.12.2012
5. Eligibility criteria for Service provider:
 - a) The Service Provider should have been in the business of providing Data Entry Operator for more than 3 years.
 - b) The Service Provider should have turnover/gross receipt exceeding Rs.50 lacs in F.Y. 2011-12
 - c) It should have valid PAN number and should have been assessed to Income Tax for last 3 years.
 - d) It should be registered with Service Tax, Provident Fund and ESI authorities. Necessary documents in this regard must be filed with the technical bid.
 - e) It should not have been black listed by any Government Organization.
 - f) It should be agreeable to other terms and conditions as at Annexure-1.
6. Eligibility of DEOs:
 - . Data Entry Operator should possess a Bachelor's Degree having good knowledge of MSWord, MKS Access, Windows, MS Office, MS Excel, MS Power Point, Internet, etc. Directorate in the area of computer operations may also be considered.
 - . Higher Secondary pass candidate having experience of working in Central Ministry/Department in the area for computer operations may also be considered.
 - . They should have typing speed of at least 40 words per minute.

7. Bidding process:

- 7.1 The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested Agencies are advised to submit two separate sealed envelopes super-scribing "Technical Bid" for providing DEO and "Financial Bid" for providing DEO in the office of the Director of Income tax(Vig.)NZ, Central Revenue Building, I.P Estate, New Delhi-110002. Both sealed envelopes should be kept in a third sealed envelope super-scribing "Tender for providing DEO in the office of the Director of Income tax(Vig.)NZ, Central Revenue Building, I.P Estate, New Delhi-110002.
- 7.2 Tender document can be downloaded from the website www.incometaxindia.gov.in. Tender documents can also be collected from the DDO O/o DIT(Vig.)NZ, Room No.165-A, Central Revenues Building, I.P Estate, New Delhi-110002 on all working days w.e.f. 12.11.2012 to 23.11.2012(Time: 10.30 hrs to 17.00 hrs)
- 7.3 An earnest money deposit of Rs.25,000(Rs Twenty Five Thousand Only) in the form of demand Draft drawn in favour of the ZAO,CBDT, New Delhi has to be furnished. The same would be forfeited if the bidder withdraws before finalization of the bids. The earnest money shall be refunded to the unsuccessful bidders within a week of conclusion of bid process.
- 7.4 A The technical bid shall contain:
- i) The Performa at Annexure-II, duly filled in.
 - ii) Agency profile, including previous experience of providing Data Entry Operator.
 - iii) Copy of profit and loss account, balance sheet and income tax assessment order or return of income filed for the accounting period 2009-10, 2010-11, 2011-12.
 - iv) Acceptance of term and condition at Annexure-1
 - v) Demand draft for earnest money deposit.

The technical bid would be rejected and the concerned bidder would be excluded from further bid process if any of the eligibility criteria specified in paragraph 5, 6 & 7 and requirement in paragraph 7.4A relating to technical bid are not fulfilled,

B. The Financial bid should contain the following:

- i. The Performa at Annexure-III, duly filled in.
- ii. Amount to cover cost of monthly salary/wages payable to each DEO, including all statutory levies like PF/ESI/Service tax etc.

The lowest bidder shall be decided on the basis of amount quoted in the financial bid. It may be clarified that service tax, as applicable, will be separately paid with each monthly bill on actual basis.

- 7.3 Both the technical and financial bid, should be furnished as mentioned above. This should be addressed to the DDO, O/o DIT(Vig.),NZ, R.No.165-A, Central Revenues

Building, I.P. Estate, New Delhi- 110 002 and sent by post or hand delivered on or before 13.00 Hrs on 26.11.2012. Any tender received after the stipulated time shall be summarily rejected.

8. The technical bid will be opened by the Tender Committee at 15.30 hrs. on 26.11.2012 in R.No.181, Ist Floor, C.R. Building, New Delhi in the presence of the participating bidders who will be present.
9. The financial bid of those bidders whose technical bid has been successful in respect of all three qualifications would be opened on the same date i.e. 26.11.2012 at 16.30 hrs.
10. The successful bidder shall have to execute the contract within 3 working days of the offer and furnish performance guarantee amount as per clause 1.13 of Annexure-1
11. The Director of Income Tax(Vig.), NZ, New Delhi however, reserves its rights to reject any or all bids at any stage of bid process without assigning any reason.

-Sd-
(Rupinder Kaur)
DDO, O/o DIT(Vig.) Delhi-I,
New Delhi

Copy to : 1. Web master for uploading the document on the website www.incometaxindia.gov.in
2. The DCIT(Hqrs.)(Admn.) with the request to upload the document to the CPP Portal.

Annexure-I

Terms and Conditions for providing services of DEOs

1. The contract is likely to commence from the 01.12.2012 and would continue for a period of one year i.e. upto 31.11.2013. The period of the contract may be further extended after the completion of contract, provided the requirement of this office for augmenting its present manpower persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of DEOs deployed by the selected Company / Firm / Agency or induction of regular manpower in this office. This office, however, reserves right to terminate the initial contract at any time after giving one week's notice to the selected service providing Company / Firm / Agency. The requirement of this office may further increase or decrease during the period of contract and the contracting agency would have to provide additional Attendants, if required on the same terms and conditions.
 - 1.1 All services on outsourcing basis shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
 - 1.2 There shall be not Master and Servant or Employer and Employees relationship between the employees of the service provider and Union government and further the said persons of the service provider shall not claim any employment or engagement or absorption in the Income Tax Department in future on the basis of services to be provided under this contract.
 - 1.3 The Income tax Department Delhi shall not be responsible for any damage, losses, accidents, claims financial or other injury to any person deployed by Contractor in the course of their performing the functions / duties, or for payment towards any compensation.
 - 1.4 The persons deployed by the Contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of the Income tax Department Delhi, during the currency or after of the contract as there is no probity of contract between the department and the persons deployed.
 - 1.5 In case of termination of this contract on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity.
 - 1.6 The contracting agency should communicate above conditions to all the persons deployed in this and furnish an undertaking to the Director of Income Tax(Vig.), NZ, New Delhi in this behalf.
 - 1.7 The service provider's personnel shall not divulge or disclose to any persons any details of office operation process, technical know-how, security arrangements, administrative/organizational matters as all are confidential/secret in nature.

- 1.8 The service providers personnel's should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this charge. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 1.9 The persons deputed shall not be below the age of 18 years and more than 40 years and they shall not interfere with the duties of the employees of the department.
- 1.10 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.
- 1.11 The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- 1.12 The transportation, food, medical and other statutory requirements, in respect of each personnel of the service provider shall be responsibility of the service provider and the department shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
- 1.13 The successful bidder shall furnish a Performance Security Deposit equivalent to Rs. 25,000/- (Rupees twenty five thousand only) at the time of placing the work order within 15 days of receipt of the formal order. Performance Security Deposit will be furnished in the form of any account payee demand draft drawn in favour of the ZAO, CBDT, New Delhi payable at Delhi OR Fixed Deposit Receipt from Scheduled Commercial bank OR Bank Guarantee from the Scheduled Commercial Bank in an acceptable form as performance guarantee for safeguarding the interest of the Department in all respects. The security deposits shall remain valid for a period of 60 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 department or on noncompliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Service Provider.
2. The persons supplied by the Service Provider should not have any adverse Police records/criminal cases against them. The service Provider should make adequate enquiries about the character and antecedents of the persons whom they provide for executing outsourced services.
 - 2.1 The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment any collecting proofs of identity like driving license, bank account details previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this Charge.
 - 2.2 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 this office for any reasons immediately on receipt of such a request.

3. The service provider shall engage necessary number of persons as required by this Commissioner at from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of their service provider to pay their salary every month. The wages cannot be lower than the amount notified by the Govt of NCT under the minimum wages Act 1948 from time to time.
 - 3.1 If it is found that the service provider has paid wages to any DEO lower than the rate approved in the contract or the minimum wages notified by the Labour Directorate of the Government of NCT of Delhi, whichever is higher, then the contract will be liable to be terminated.
4. The Director Of Income Tax (Vig) NZ may require the service provider to dismiss or remove from the site of work any person or person employed by the service provider who may be incompetent or for his/her/theory misconduct and the service provider shall further with comply with such requirement. The service provider shall replace immediately and of its personnel of they are unacceptable to this department because of Incompetence, security resist, conflict of interest, breach of confidentiality or improper conduct upon receiving written notice from this department.
 - 4.1 The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of this Department.
 - 4.2 The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
 - 4.3 The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special messenger from this department to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by this department in fulfilment of the contract from time to time.
5. Working hours would be normally from 9.30 A.M. to 6 P.M. during the working days a week, including half an hour lunch break in between. However, in existence of work, they may be required to sit late and the personnel can also be called on Saturday, Sunday and other gazetted holidays, if required. For this no extra payment shall be made beyond the aggregate wage admissible for one month to service provider or the DEO.
 - 5.1 That the Service Provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it 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, ESI Act, etc and this department shall not incur any liability for any expenditure whatsoever on the person employed by the Service Provider on account of any obligation. The Service Provider will be required to provide particulars of PF, Group Insurance o its employees engaged in this department.
 - 5.2 The service provider will submit with bill, in triplicate, in respect of a particular month by the 5th of the following month. The payment will be released within 15 days of

submission of bill, subject to the availability of fund, after deduction of taxes deductible at source under the laws in force.

- 5.3 Payments to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider.
- 5.4 No wage/remuneration will be paid for any DEO for the days of absence from duty unless a substitute has been provided.
6. This department 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.
 - 6.1 That the Service Provider on its part and through its own resources shall ensure that the goods, materials and equipments etc supplied to the personnel for discharge of duties assign de dot them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc.
 - 6.2 If this department suffers any loss or damage on account of negligence, default or theft on the part of them employee/agents of the Service Provider, then the Service Provider shall be liable to reimburse to this department for the same. The service provider shall keep this department fully indemnified against any such loss or damage.
7. The successful bidder will enter into an agreement with this department for supply of suitable and qualified DEOs as per requirement of this department on all these terms and conditions. The agreement will be valid for a period of one year commencing from date of signing such agreement and shall continue to be in force in the same manner unless terminated or modified in writing. The contract/ agreement is renewable subject to satisfactory performance of the Service Provider and with such amendments/modified of term and conditions as may be mutually agreed to including rise In wages/service charges taking into account the increase in minimum wages by the govt of NCT after the contract comes in force.
 - 7.1 The agreement can be terminated by either party by giving one months' notice in advance. If the service Provider fails to give one month's notice in writing for termination of the agreement then one months' wages, etc and any amount due to the service provider from this department shall be forfeited by the department.
 - 7.2 That service provider shall not assign, transfer, pledge, or sub contract the performance of service without the prior consent of this department.
 - 7.3 That on the expiry of the agreement, as mentioned above, the Service provider 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 Service Provider it shall be the entire responsibility of the service provider to pay and settle the same.
8. In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Director of Income Tax (Vig) NZ, New Delhi whose decision shall be binding on both the parties.

TECHNICAL BID**ANNEXURE-II**

S.NO.	PARTICULARS	TO BE FILLED BY THE BIDDER
7.	Name of the Service Provider.	
8.	Detailed office address of the Service Provider with Office Telephone Number, Fax Number and Mobile Number and name of the contact person.	
9.	Date of establishment of the Service provider.	
10.	The Turn-over / Gross Receipts from the manpower supply / provision / outsourcing activities of the Service Provider.	F.Y. 2009-10: F.Y. 2010-11: F.Y. 2011-12
11.	Copies of Profit & Loss Account & Balance Sheets for F.Y. 2009-10, 2010-11 & 2011-12 enclosed.	Yes/No
12.	Whether registered with concerned Government Authorities like EPF & ESI (Copies of certificates of registration to be enclosed).	
13.	PAN/TAN Number (Copy to be enclosed)	
14.	Service Tax Registration Number (Copy of registration certificates to be enclosed).	
15.	Details of Earnest Deposit.	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
10.	Whether the Service Provider has been blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partner anywhere in India.	
11.	Length of experience in the field.	
12.	Experience in dealing with Govt. Department (Indicate the names of the Department and attach copies of contracts order placed on the Service Provider)	
13.	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance or the same, is attached.	
14.	Whether Service Provider profile is attached.	

FINANCIALBID

(To be enclosed in a separate sealed envelope)

ANNEXURE-III

For providing Data Entry Operators to perform unskilled jobs in the Office of the Director of Income tax(Vig.) NZ, New Delhi, Central Revenue Building, I.P Estate, New Delhi.

1. Name of tendering Service Provider Company / Firm/ Agency:
2. Details of Earnest Money Deposit
Amount :
D.D. / P.O & Date :
Drawn on Bank :
3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.)

	Component of Rate	Total Amount for ___No. of persons to be deployed
1	Monthly Rate (As per Minimum Wages Act, 1948 applicable in NCT Delhi as on date of submission of proposal)	
2	Employees Provident Fund @ % of 1 above	
3	Employees State Insurance @ % of 1 above	
4	Service Tax liability @ % of	
5	Any other liability (pl. indicate)	
6	Contractors Administrative /Services Charges (including Uniform charges)	

4. The manpower employed by the Agency shall be required to work normally as per the Office's working days, i.e. from Monday to Friday from 0930 hrs. to 1800 hrs. with a lunch break of ½ hour from 1330hrs to 1400 hrs. The manpower may also be called upon to perform duties beyond normal office hours on working days and even on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid beyond the aggregate wage admissible for one month for attending the office on such holidays.

-Sd-

Signature of authorized person
Full Name:
Seal

Date:

Place:

Notes:

1. The rates quoted by the tendering Agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.