



**OFFICE OF THE  
COMMISSIONER OF INCOME TAX DELHI I,  
ROOM NO. 392-A, CENTRAL REVENUES BUILDING  
I.P. ESTATE, DELHI**

No DDO/CIT-I /Hiring of Services /12-13/

Date

**Subject:- Outsourcing of services/provision of Data Entry Operators in the  
Office of the Commissioner of Income Tax – I 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 O/o Commissioner of Income –tax - I, Delhi.
2. The duty of DEO would broadly include attending to various typing and other data entry and processing related jobs specific to the CIT-I Delhi, New Delhi and also to any other work assigned to them by the officers/officials.
3. Total 15(Fifteen) Data Entry Operators are initially required. Exact number of DEOs required may be increased / decreased as per actual requirement.
4. The period of contract would be initially upto 31st October 2013 starting from 01.11.2012, but the same may be renewed on the mutual consent of both the parties at the same rates and terms & conditions etc.
5. **Eligibility criteria for Service provider:**
  - a) The Service Provider should have been in the business of manpower (DEOs) supply for more than 3 years.
  - b) The Service Provider should have turnover/gross receipt exceeding Rs.20 lacs from the business of manpower supply contracts for each financial year 2009-10 & 2010-11.
  - 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/PSU. In this regard, provide affidavit on judicial paper of Rs 10/- with the technical bid.
  - 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. Higher Secondary pass candidate having at least two years 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 An earnest money deposit of Rs.50,000(Rs Fifty Thousand Only) in the form of demand Draft drawn in favour of the DDO, CIT-I charge, 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.

The interested parties may submit sealed bids in two parts- **Technical bid and Financial bid.**

7.2 A. **The technical bid shall contain:**

- i) The Performa at Annexure-II, duly filled in.
- ii) Agency profile, including previous experience of manpower supply.
- 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.
- vi) Affidavit on judicial paper of Rs 10/- for giving surety that the concern have not been black listed by any Government Organization/PSU.

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 7.2A 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.
- iii. Service charges of the Service Provider per DEO.
- iv. Total amount that is aggregate of (ii) & (iii) per DEO.

The lowest bidder shall be decided on the basis of amount in clause iii above. It may be clarified that service tax, as applicable rates for the services rendered, will be separately paid with each monthly bill on the total sum of monthly wages plus service charge.

- 7.3 Both the technical and financial bid, should be put in separate sealed envelopes marked as technical bid and financial bid respectively, and should then be placed in main sealed envelopes super scribed "**Tender for Outsourcing of DEOs in CIT Delhi-I, Delhi**". This should be addressed to the DDO, O/o CIT-I, R.No.385 Central Revenues Building, I.P. Estate, New Delhi- 110 002.

**Date & Time for submission of quotations is from 11.00 hrs. to 15.00 hrs. on 30.10.2012 (Tuesday).**

8. The Technical bid will be opened by the Tender Committee at **16.00 hrs. on 30.10.2012 (Tuesday)** in Room.No.385, 3rd 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. **30.10.2012 at 17.00 hrs. (Tuesday)**
10. The successful bidder shall have to execute the contract within 3 days of the offer and furnish performance guarantee as per Annexure IV and amount as per clause 1.13 of Annexure-I.
11. The Commissioner of Income Tax- Delhi I, New Delhi however, reserves rights to reject any or all bids at any stage of bid process without assigning any reason.

Sd/-  
(H.S. Negi)  
DDO, O/o CIT Delhi-I,  
New Delhi

Copy to: 1. Web master for uploading the document on the website  
[www.incometaxindia.gov.in](http://www.incometaxindia.gov.in)

## **Annexure-I**

### **Terms and Conditions for providing services of DEOs**

- 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 The Service Provider shall provide appointed letter to DEOs and a copy should be endorsed to this office.
- 1.3 There shall be no 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.
- 1.4 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.
- 1.5 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 contract or after the contract as there is no privity of contract between the department and the persons deployed.
- 1.6 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.
- 1.7 The contracting agency should communicate above conditions to all the persons deployed in this office by the contracting agency and furnish an undertaking to the CIT, Delhi -1 in this behalf.
- 1.8 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.
- 1.9 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.
- 1.10 The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the department.

- 1.11 The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, Tobacco products, 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 security deposit equivalent to Rs. 50,000 (Rupees fifty thousand only) in the forms of any account payee demand draft drawn in favour of the DDO, CIT-I CHARGE, New Delhi payable at Delhi/Fixed Deposit Receipt from Commercial bank/Bank Guarantee from the 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.
- 1.14 The Service Provider should supply DEOs within 3 days from the date of work order received, if service Provider is shortlisted for this purpose.
- 1.15 The service provider shall provide to each DEO a Employees Provident Fund Card so that he/she is aware of the amount standing to his/her Credit as on date and a confirmation in this regard is to be submitted in the office of DDO, O/o CIT-Delhi I, C.R. Building I.P. Estate, New Delhi.
- 2.1 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.
- 2.2 The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment by collecting proofs of identity like driving license, Voter ID, bank account details, previous work experience, proof of residence (Delhi & NCR) and recent photograph (self attested) and a certification to this effect submitted to this Charge.
- 2.3 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.

- 3.1 The service provider shall engage necessary number of persons as required by this Commissionerate 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 the 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.
- 3.2 If at any time 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.
- 4.1 The CIT Delhi –I charge may require the service provider to dismiss or remove from the site of work any persons or person employed by the service provider who may be incompetent or for his/her misconduct and the service provider shall further comply with such requirement. The service provider shall replace immediately out of its personnel if 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 5.1 Working hours would be normally from 9.30 A.M. to 6 P.M. for six days a week excluding Gazetted Holidays, 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 Sunday and gazetted holidays, if required. For this no extra payment shall be made to service provider or the DEO.
- 5.2 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, ESI to its employees (DEOs) engaged in this Commissionerate.

- 5.3 The service provider will submit bill in triplicate, in respect of a particular month by the 5<sup>th</sup> 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.
- 5.4 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.
- 5.5 No wage/remuneration will be paid for any DEO for the days of absence from duty unless a substitute has been provided.
- 6.1 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.
- 6.2 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.
- 6.3 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.
- 7.1 The successful bidder will enter into an agreement with this Commissionerate for supply of suitable and qualified manpower as per requirement of this Commissionerate on all these terms and conditions. The agreement will be valid for a period of Five months 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.
- 7.2 The Contract can be terminated by the "Department" anytime without assigning any reason.
- 7.3 The Contract can be terminated by the Service Provider 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 and EMD deposited by the Service Provider shall be adjusted / forfeited.

- 7.4 That service provider shall not assign, transfer, pledge, or sub contract the performance of service without the prior consent of this department.
- 7.5 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.
- 8.1 In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Chief Commissioner of Income Tax-I, Delhi whose decision shall be binding on both the parties.



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**Technical bid for hiring of DATA ENTRY OPERATORS**

1.	Name of the concern	
2.	Complete Address of the concern (with telephone No. , Fax & E-mail)	
3.	Complete Names and addresses of the Partners/Directors/Proprietor with mobile no. (in case of firm/company/proprietorship)	
4.	Contact person(s) (with mobile number)	
5.	Whether the concern has experience of at least five years in providing Data Entry Operator in Government organizations/ Government undertakings/ reputed banks. If yes kindly provide proof in case of any 01 Central Government organization.	Yes/No
6.	Whether the Agency/Service Provider has ISO 9001 Certificate ?If Yes, Please furnish the copy.	
7.	Whether the concern has turnover of at least Rs. 20 lacs per year during the last two financial Years i.e. FYs 2009-10 & 2010-11. If yes, attach the certified copies of accounts for the years.	Yes/No
8.	Whether the concern possesses all the statutory/non- statutory registrations, permissions, approvals etc. from the Competent Authorities for providing required services as per the terms and conditions of the bid document.	Yes/No
9.	Copy of 2 Contracts of similar nature from Government Organizations/ Government Undertakings /Reputed Banks (with whom the bidder had Contracts over Rs. 05 Lacs during Financial Years 2010-11 and/or 2011-12	

10.	Whether the affidavit (on the stamp paper of Rs. 100/-) regarding the fact that the persons employed by the contractor for the above work shall be the employees of the bidder for all intents and purposes is submitted	Yes/No
11.	Whether the affidavit (on the stamp paper of Rs. 10/-) duly notarized regarding the fact that the service provider has not been black listed by any Government Organization/PSU.	Yes/No
11.	Details of Earnest Money Deposit	

**DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. In case any deviation /discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted. (Signature of owner or authorized Signatory with date)

Signature.....



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**Financial Bid for hiring of DATA ENTRY OPERATORS**

1.	Name of the concern		
2.	Complete Address of the concern (with telephone No. , Fax & E-mail)		
3.	Names and addresses of the Partners/Directors /Proprietor with mobile no. (in case of firm/company/Proprietorship)		
4.	Contact person(s) (with mobile number)		
5.	Permanent Account Number (attach copy)		
6.	Service Tax Registration Number(attach copy)		
7.	Whether the concern possesses all the statutory/non- statutory registrations, permissions, approvals etc. from the competent authorities for providing required services as per the terms and conditions of the bid document.	Yes/No	
8.	(a) Charges for Data Entry Operator per month		
	(a) Category	Charges per DEO Per month (Inclusive of all amounts legally payable to worker e.g. PF, ESI etc. ) to be mentioned in clear & specific manner	Total Charges per Month
		Number of DEO to be Employed	
	(a) Data Entry Operator		

(b) Commission/service Charges, if any, of the concern per month			
(c) Total charges per month (a+b)			
(d) Service Tax & Other Taxes (if applicable)			
Total Amount to be paid by the O/o the Commissioner of Income Tax Delhi-I New Delhi per month			

**DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. I further certify that I shall abide by the provisions of the Minimum Wages Act. In case any deviation/discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted. (Signature of authorized Signatory with date)

Signature.....



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**FORM FOR PERFORMANCE GUARANTEE**

**IN CONNECTION WITH HIRING OF DATA ENTRY OPERATORS**

To

The President of India

WHEREAS ..... (Name of address of the contractor) .....  
(Hereinafter called "the contractor") has undertaken, in pursuance of contract no.  
..... Dated ..... to supply Data Entry Operator  
(hereinafter called "the contractor").

AND WHEREAS is has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the contractor such a bank guarantee:

NOW Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of .....  
(amount of the guarantee in words and figures), and we undertakes to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20 (Signature  
of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch  
(Bank's common seal)