F.No.9(4)/CESTAT/DEO/CompSec/2015 CUSTOMS, EXCISE & SERVICE TAX APPELLATE TRIBUNAL, WEST BLOCK NO.2, R.K.PURAM, NEW DELHI-110066

Dated 13-11-2018

TENDER NOTICE

Sub: Contract for 02 Data Entry Operators for a period of 01/01/2019 to 31/12/2019)

This office is interested in having a contractual arrangement with a suitable placement agency for providing the services of four Data Entry Operators on contract basis. The general terms and condition are as under.-

- **1** The contract shall be in force for one year i.e 01.01.2019 to 31.12.2019. The department shall have the right to terminate the contract by giving 10 days notice before expiry of the period without assigning any reason what so ever.
- **2** The person engaged must be at least 12th passed/Graduate and must have typing speed of 35 w.p.m. The person engaged must have the knowledge of MS Office including MS Word, MS Excel and MS Power Point, Dreamweaver, etc.
- **3** The service Provider firm must be having ISO-9001 certified Company, having similar 3-4 existing contract with Govt. Department and at least 25 Data Entry operators on their pay roll and doing the same work in various Govt. organization on behalf of the agency.
- **4** The selected agency shall be solely responsible for complying with all statutory obligations including minimum wages Act etc.
- **5** The Agency shall not engage in services with any subcontractor or transfer the contract to any other person.
- **6** The Agency shall be fully responsible and answerable to the Department for the performance of the work entrusted to them under the contract and also for any act or omission on the part of the workers deployed by them.

- **7** Escalation of rate shall not be accepted on any grounds during the period in which the contract is in force.
- 8 It may also be ensured that the person engaged will observe office discipline and decorum and may not misbehave with any official. Further this office works on all days when Central Government offices work. Office timing is from 9.30 AM to 6.00PM. However in times of exigencies the services of the persons may be required beyond working hours and even on holidays that will be exceptional rather than rule.
- **9** The payment shall be on monthly basis on submission of bills after completion of all formalities.
- 10 In case services are not given for a particular day(s), proportionate fee will be deducted at the quoted rate of rupees per persons divided by thirty.
- 11 The payment of such engaged contract workers will be subject to providing of satisfactory services which may be certified by the Officer/Sections where they are engaged.
- 12 The engagement does not confer any right for continuation or extension of the contract on any account. This will be purely short term temporary arrangement on contractual basis.
- **13** The Contract Agreement shall be construed as per India Laws and Delhi Courts will have jurisdiction to settle any dispute arising out of Contract.
- 14 Any liability regarding payment to the workers, or arising due to non compliance with any of the labour laws or due to any human loss/injury during the course of work will be the sole and personal responsibility of the Contractor.
- 15 The service provider's staff/workers shall not claim any benefit/compensation/absorption/regularization of services with this Department under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation Abolition) Act, 1970. An undertaking from the person to this effect will

be required to be submitted by the service provider to this Department.

- 16 The successful tenderer will have to submit Performance Security equivalent to 40% of the value of the monthly contract. The amount will be payable through Bank Draft/Fixed Deposit Receipt drawn in favour of the Accounts Officer, Customs Excise & Service Tax Appellate Tribunal, West Block-2, R.K.Puram, New Delhi-66. The validity of the Bank Draft shall be valid up to 60 days after the period of contract.
- 17 Antecedents of the staff as deployed should get verified from the Delhi Police at agency's cost and the photocopies of the related documents verifying the antecedents shall be submitted to the CESTAT while deputing the said staff for duty.
- 18 The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 25000/- in the form of an Account Payee DD/PO or a Fixed Deposit Receipt from the a bank in favour of Accounts Officer, CESTAT, New Delhi along with the technical bid. The Bid Security will remain valid for a period of 45 days beyond the final bid validity period. Bid Securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity. Bid Security shall be forfeited if the contract to required Performance Security within the time frame specified by the CESTAT.
- 19 In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty or Rs 500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor manpower shall be removed from the system immediately.
- **20** Sealed quotation (Financial bid as per Annexure-I) indicating the monthly rates per person (Excluding Service

Tax/GST) along with complete credentials may be sent to the under signed in an envelope superscribed as "Quotation for providing Data Entry Operator" within 30-11-2018 personally on or by post before 16.00 hrs. However, Competent Authority has right to cancel all or any of the quotation without assigning any reason thereof.

21 The existing/past service providers should also produce the proof in respect of statutory payments made such as EPF, ESI and Service Tax etc. along with tender. Failure to this effect shall amount to disqualification/rejection of their tender.

(Mukesh Gupta)

(Mukesh Gupta) AssistantRegistrar (Comp.)

Copy to: Notice Board/Website with the request to display/upload the same and by post to under mentioned agencies.

- M/s. Logical outsourcing Services Pvt. Ltd. M-5 (FF), Greater Kailash-I, New Delhi-110048
- M/s. Link Information Technology Pvt. Ltd., 28-B/4, Jia Sarai, IIT Gate, New Delhi-110016,
- M/s. Ken Yare Advisory Solutions Pvt. Ltd., B-471/A, Budh Nagar, Inderpuri, New Delhi-110012.
- M/s. Pride Systems 8A/37, WEA, Channa Market, Karol Bagh, New Delhi-110005.
- M/s. Wiz Writers
 273, Aggarwal City Plaza, Manglam Place, Sector-3, Rohini, New Delhi-110052.

- M/s. Pankaj Abhishek & Associates, 732, Veer Aapartments, Sector-13, Rohini,New Delhi.
- M/s. Chankya Service Station D-224, Lajpat Nagar, Phase-I,New Delhi-110024.
- M/s. Data Outsourcing India D-58, Pitam Pura, New Delhi-110034.
- M/s. Virgo Softech Ltd.,
 6, Ring Road, Near Moolchand Crossing, Lajpat Nagar-IV, New Delhi-110024.
- M/s. IBM Daksh Udyog Vihar,Phase-V, New Delhi-110062.
- Managing Director, NICSI Hall No. 2&3, 6th Floor,NBCC tower Bhikaji cama place, New delhi-66.
- 12 M/sNIPSTec Ltd D-82/F.F, Malviya Nagar, New Delhi-110017.
- 13 Prominent House Keeping WZ-519A, Raj Nagar-1, New Delhi-77

ANNEXURE- I

Financial Bid

To

The Registrar Customs, Excise & Service Tax Appellate Tribunal West Block II, R.K.Puram, New Delhi- 110066.

Sub: Quotation for award of Contract for Providing Services of four (02) Data Entry Operators.

Sir,

With reference to your letter No. ----- dated ----- on the subject mentioned above I/we quote the rate for above mentioned work as under.

	son, per month(inclusive of all charges e Tax/GST)	
Rs	(in figures)	
Rs.	(in words)	

Total amount payable for Four persons Rs.

Date:

Name & signature of the Authorized Person Of the firm along with seal and designation

6