

OFFICE OF THE PRINCIPAL COMMISSIONER (AUTHORISED REPRESENTATIVE)
CUSTOMS, EXCISE AND SERVICE TAX APPELLATE TRIBUNAL, MUMBAI.
1ST FLOOR, JAI CENTRE, POONA STREET, P.D'MELLO ROAD, MASJID (EAST),
MUMBAI – 400 009.

F.No. Commr(AR)/CESTAT/Misc-407/2017

Date: 15.01.2018

TENDER NOTICE

1. Sealed tenders/quotations are invited from interested parties, hereinafter referred to as bidders for providing Data Entry Operators (semi-skilled worker) – 04 Nos. for the period 01.03.2018 to 28.02.2019, on contract basis in the O/o Principal Commissioner(AR), Customs, Excise & Service Tax Appellate Tribunal, Jai Centre, Poona Street, P.D'Mello Road, Masjid (East), Mumbai – 400 009. Bids received after the due date and time will not be accepted and will not be taken into consideration for awarding of the contract.

2. Interested parties should submit their sealed tenders / quotations (Technical + Financial) to the Assistant Commissioner(AR)(Admn.), O/o the Principal Commissioner (AR), CESTAT, Mumbai latest by 05.02.2018 upto 14.00 hrs. The tender / quotation should be submitted separately for technical and financial bids and both the sealed envelopes be placed in another sealed cover super scribing it “Quotation / Rates for D.E.O. Services”.

3. The tender / quotations should meet the requirement of minimum wages prescribed for semi-skilled workers by the labour department of the Government of Maharashtra. The registration as regard to PF and ESI with the labour department of Government of Maharashtra is a pre-requisite for applying by the interested parties. The required licence for contractors providing manpower is also to be submitted. In case the bidder is exempted from procurement of the labour licence he/she may specify the exemption category with documentary evidence.

4. The technical bid and the financial bid should be contained in two separate sealed envelopes and should be clearly marked accordingly. Technical Bid will be opened on 05.02.2018 at 15.00 hrs. in the O/o the Principal Commissioner(AR), CESTAT, Mumbai in the presence of the parties or their authorised representative who wish to be present at the time of opening of the quotations.

5. The financial bids of the contractors shall be opened and considered only of the bidder whose technical bids qualify the criteria.

6. The Principal Commissioner(AR), reserves the right to reject any or all of the bids without assigning any reasons thereof.

ASSTT. COMMISSIONER
(AR),Admin.
O/o the PC(AR), CESTAT

TERMS AND CONDITIONS

Qualification, Experience and scope of work for Data Entry Operators:-

Educational Qualification : Minimum 10+2 passed in any discipline from a recognized Board or Graduate.

Technical Qualification

- (a) Good knowledge of MS Office software like Word, Excel and Microsoft Access Database.
- (b) Should possess a speed of not less than 40 words per minute for DATA ENTRY work.
- (c) Experience in DATA ENTRY in MS Excel / Webpage and
- (d) Reasonably Good command over English language and good communication skills (Educational Qualification and Technical Qualification may be evaluated by this office).
- (e) Scanning the documents, computer data entry, preparing of reports and other general office documents.
- (f) Typing the official letters and other documents. The material to be inputted may be given orally or handwritten form.
- (g) Handling existing data and existing current information.
- (h) Proof reading new entries into a database etc.
- (i) Keeping the office record updated.
- (j) Taking backup of data at regular intervals and storage of data.
- (k) Any other miscellaneous type of work assigned by the officer-in-charge
- (l) The Data Entry Operators should be efficient in typing and computer applications and should be proficient in the use of the MS Office i.e. be conversant with MS-Office Word, Excel, Access, Power-Point Presentation, simple data analysis and internet/e-mail.

GENERAL TERMS AND CONDITIONS

1. The persons supplied by the Agency should not have any adverse Police records/criminal cases against them. The agency should make enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local Police, collecting proofs of identity like driving licence, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this Department. 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 suitably by this office for any reasons immediately on receipt of such request.
2. The contractor should also mention the details about the amount per person/ month to be paid while quoting the rates. Agency charges should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
3. The contractor should also submit details of other such organization, to which they have extended similar services in the recent past. Minimum 2 years of experience of providing similar services in any Govt. Organization / Public Sector is necessary.
4. The agency should be registered with the concerned Government Authorities and a copy of the current registration may be submitted. The Service provider shall maintain all statutory registers under the applicable laws. The agency shall produce the same, on demand, to this office or any other authority under law.
5. The contractor should provide Goods & Service Tax Registration number and a valid PAN Number in their tender documents. They should also have their own Bank Account.
6. Normal working hours would be for 5(five) days a week from 9.30AM to 6.00PM Monday to Friday. However, the service provider shall ensure availability of the persons deployed for providing the Services on all days of the week, as per the requirement of this office. No extra payment shall be made by the department for services on Saturday and Sundays.
7. It will be obligatory on the part of the service provider for safe upkeep and proper handling of the office equipment. If any damage is caused to the office equipment on account of negligence of the person deployed, the

service provider will be liable for action under law and loss / damages so caused will be paid, by / recovered from the service provider.

8. The payment shall be made at the end of the calendar month and for any absence, pro-rata wages will be deducted. If the contract is terminated in the middle of a month the amount payable to contractor will be calculated on pro-rata basis.
9. If any information furnished by the firm is found to be incorrect at a later stage or the firm awarded the contract backs out/ dishonours the agreement concerned, the firm shall be liable to be debarred from all the tendering process and the firm will be black-listed.
10. The service provider shall not assign, transfer, pledge or sub contract the performance of the contracted services.
11. The contractor to whom the work is awarded shall have to ensure secrecy and data security of data provided by the department. The information / data provided by the department. The information / data so provided shall not be passed on to any unauthorized persons, agencies or organizations.
12. The persons from the Service Provider shall not claim any benefit / compensation / absorption; regularization, of services with the office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970.
13. The persons engaged by the service provider shall be the employee of the service provider and shall remain under the control and supervision of the Service Provider and the Service Provider shall be liable for the wages and any other claim of the person so engaged. The Service Provider is to observe all the relevant laws relating to employment of person assigned to this office (such as those relating to payment of minimum wages, employment of child labour etc.). There is no "Master & Servant" relationship between the employees of the service provider and the Hirer of the service [i.e. O/o the Principal Commissioner(AR), CESTAT, Mumbai]. The said person(s) of the service provider shall not claim any benefit whatsoever from this office.
14. The contractor shall comply with all applicable laws of the Central Government / State Government and any other law for the time being in force including the Income Tax/ Service Tax Law etc. This office shall not be responsible for any dispute that may arise in connection with the subject service, between the contractor and any State or Central Government Department e.g. authorities dealing with the Minimum

Wages, E.P.F., E.S.I., Labour Laws, Service Tax and Income Tax etc., or any local body.

15. The Tax Deducted at Source (TDS) shall be deducted as per the provisions of Income Tax Law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this office.
16. The Service Provider shall also be liable for depositing all taxes (including Service Tax) levies, cess etc., on account of Service rendered by it to this office to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
17. The Service provider shall be responsible for any unlawful / disorderly conduct or acts of the employee deployed and for the preservations of peace and protection of persons and property. The Service provider shall be responsible for fulfilling all the obligations towards the person deployed under the law.
18. The Department reserves the right to terminate the contract anytime by giving one month notice without assigning any reason.
19. While according the contract the exact requirement of data entry operators may vary according to requirement.
20. The number of Data Entry Operators can be increased or decreased as per requirement under the Tender Period .
21. The contract shall be awarded for one year from the date of entering into contract.
22. Payment would be made every month only after receipt of satisfactory certificate from head of office.

We agree to the above terms and conditions

Name and signature of the person / date

Name of the firm

Seal

Mode of submission of Bids

The scaled tender should be addressed to :-

“The Assistant Commissioner(AR)(Admn.), O/o the Principal Commissioner(AR), CESTAT, Mumbai”.

The bidders are required to submit two bids i.e. Technical Bid and Financial Bid in the prescribed Proforma which may be obtained from the Superintendent (Admin), Office of the Principal Commissioner(AR), CESTAT, Mumbai.

Terms of payment.

1. The contractor will submit the monthly for reimbursement in duplicate form enclosing therein certificate which shall be duly certified by the concerned branches and same shall be paid thereof after making recovery, if any.
2. The contractor shall make regular and full payment of salaries as dues to its personnel deputed under service contract and furnish necessary proof in this regards as and when required.
3. Proof of payment made to personnel deployed for previous month.
4. This office shall release due amount after making recovery if any through crossed account payee cheque in favour of contractor / agency.
5. In case this office receive any complaint regarding non payment of wages to the personnel deployed the amount payable to this personal will be recovered from monthly bill and will be paid to such personnel. Such action will also attract proper penalty.

Penalties

1. Contractor will attract penalty of an amount equal to one day payment in case a person fails to carry out his / her service due to his / her absent for any reason.

Charges and payment

Bills chargeable to this office shall be paid after every month for which services was rendered if found in order.

In case of any non-compliance of any obligation under the contract, this office reserve the right to deduct the amount due from the contractor from monthly bills.

We agree to the above terms and conditions.

Name and signature of the person / date

Name of the firm

Seal.

TECHNICAL BID

1	Name of the Organization / firm	
2.	Name(s) of the properitors / Directors	
3.	Registered Address	
4.	Telephone No. Mobile No. Fax No. Email ID	
5.	Whether firm is registered and license holder under Contract Labour (Regulation & Abolition) Act.	
6.	Registration No. of the firm (copy to be enclosed)	
7.	Permanent Account No. of the firm (PAN)	
8.	Provident Fund Number allotted by the Regional Provident Fund Office	
9.	ESI Regn. No.	
10.	Service Tax Registration No.	
11.	Total Staff / Worker of the firm	
12.	Name (s) of the public sector/ Govt. organization to which similar services have been provided by the firm during last three years (please attach proof)	

Signature with Date : _____

Name : _____

Name of the firm: _____

Seal

All columns must be filled.

FINANCIAL BID

Sr.No.	Description of charges	Rate per month (in Rs.)
1.	Basic charges per Data Entry Operator per month (with details of minimum wages as per law)	
2.	ESIC as per rules	
3.	EPF as per rules	
4.	Administrative charges of the firm	
5.	Service Tax, as applicable	
6.	Total charges per DEO per month	
7.	Total charges per DEO per month (in words)	

Signature with Date : _____

Name: _____

Name of the firm : _____

Seal

All columns must be filled.