



**Office of the Additional Director General (Tax Payer Services)**  
**Chennai Zone**  
**26/1, Mahathma Gandhi Road,**  
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C.No.DGTS/CZ/02/2020

03.2020

Notice calling for quotation/offer for Hiring of One Skilled Assistant on Contract Basis

The Office of the Additional Director General of Taxpayer Services (DGTS), Chennai Zonal Unit, invites sealed Tenders from reputed Contractors/Agencies engaged in the business of supplying Man Power to provide 'Skilled Assistant' to this office on "Hiring" basis for 2020-21 for a period of one year from the date of contract agreement, as per the requirements mentioned below:

Category	No. of PERSONS required
Skilled Assistant under Multi Tasking Staff. : Person with the skills of Clerk/ Computer/Data Entry Operator/Typist/Knowledge in MS Word and MS Excel/ Internet operations. Fluent Communication skills in English will be an added advantage.	1

2. The rates are to be quoted per month basis and monthly payment would not be over and above the rates quoted.

3. Interested persons are requested to submit their offer in sealed cover super scribed with "**TENDER FOR HIRING OF SKILLED ASSISTANT**", addressed to the Assistant Director, Office of the Additional Director General of Taxpayer Services (DGTS), Chennai Zonal Unit, 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai-600034 so as to reach this office latest by **16:00 hours** on **27.03.2020**. The hiring charges quoted should be inclusive of all taxes, fees, government levies, etc. The date and time of opening of tender documents would be at **17.00 Hrs** on **30.03.2020**. At the appointed time of opening of tender documents, the parties who have bid for the award of contract may be present before the authorized officer, in person or through their authorized representative.

3. The Additional Director General of Taxpayer Services (DGTS) reserves the right to accept or reject any or all the offers without assigning any reason. The terms and conditions for submitting the quotations / offer are annexed with this notice.

  
(K PREM)  
**ASSISTANT DIRECTOR**

To:

1. The Addl. Commissioner (Systems), Chennai North Commissionerate with a request to display in <http://centralexcisechennai> website.
2. PRO, Chennai North/South/Outer/ Audit - I & II Commissionerates & ADG (Audit) Chennai for displaying in Notice Board of the Commissionerate.
3. [Webmaster.cbec@icegate.gov.in](mailto:Webmaster.cbec@icegate.gov.in) - for uploading in cbec website.
4. Notice Board.
5. ✓ The Superintendent , Computer Section, Chennai North Commissionerate, (for display in website)

## Terms & Conditions

### 1. Section -I

#### 1.1. Duration of the Contract:

1.1.1. The Contract period is for a period one year from the date of contract agreement.

#### 1.2. Cost of Tendering :

1.2.1. The bidders shall bear all costs associated with the preparation and submission of their tenders and the Additional Director General, DGTS, Chennai Zonal Unit will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process or the cancellation, if any, of tender by the Additional Director General, DGTS, Chennai Zonal Unit.

#### 1.3. Site Visit :

1.3.1. The bidder is advised to visit this office where the services are to be provided and acquaint himself with the operational system and understand the information that may be required for the preparation of the bid and for entering into contract for providing such services. The costs of visiting the site shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the site and is aware of operational conditions prior to the submission of the tender documents.

#### 1.4. Tender Prices :

1.4.1. The contract shall be for the whole Services or for individual component or components as may be decided by the Additional Director General, DGTS, Chennai Zonal Unit and based on the unit rates and prices quoted by the bidder in Bill of quantities.

1.4.2. Items against which no rate or price is entered by the bidder will not be paid for and when executed, such items, shall be deemed to have been covered by the other rates and prices in the Bill of quantities. Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of providing the skilled assistants services at The Additional Director General, DGTS, Chennai Zonal Unit, Chennai. This includes all the liabilities of the contractor such as cost of identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, bonus, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

1.4.3. The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF contributions, bonus, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirements of Applicable Minimum Wages, ESI & PF and Bonus are liable to be rejected.

1.4.4. Minimum wages as fixed and revised from time to time by the Office of the Chief Labour Commissioner (Central) as applicable to "Skilled and Clerical" should be paid by the contractor. The highest of the applicable wages rates (where multiple rates are available for skilled and Clerical) should be paid by the contractor.

1.4.5. Whenever Minimum wages is revised by the respective Labour authorities, it shall be the duty of the contractor to immediately pay such revised minimum wages to the contract personnel deployed and then claim re-imbursement from The Additional Director General, DGTS, Chennai Zonal Unit by providing copies of such orders and proof of disbursement to the contract personnel deployed in the office of The Additional Director General, DGTS, Chennai Zonal Unit

1.5. Tender Opening:

- 1.5.1. Bid/Quotation will be opened at the Office of the Additional Director General, DGTS, Chennai Zonal Unit, CHENNAI, 26/1, MAHATMA GANDHI ROAD NUNGAMBAKKAM, CHENNAI 600034, at 1700 hours on 30.03.2020.
- 1.5.2. After evaluating the bids received, the bidder who ranked the lowest (L-1) Price will be awarded the work. In case the bid of more than one agency is same as L-1, then the Additional Director General, DGTS, Chennai Zonal Unit will be assigning marks to various eligibility parameters like turnover, number of years of relevant experience etc. of such L-1 bidders and work will be awarded to the bidder who score highest marks, among the L-1 bidders.
- 1.5.3. The Additional Director General, DGTS, Chennai Zonal Unit reserves the right to accept any tender and to reject any or all tenders and to annul the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidder or any obligation to inform the affected bidder or bidder of the grounds for the action.

1.6. Commencement of Work:

- 1.6.1. The work shall be deemed to have been commenced from the date on which the contractor takes over based on instruction from the Additional Director General, DGTS, Chennai Zonal Unit. The period of contract is for a period one year from the date of contract agreement.

1.7. Contract Agreement :

- 1.7.1. The bidder shall, if his tender is accepted, enter into and execute an agreement in the form prescribed when called upon to do so with such modifications as agreed upon prior to the date of acceptance of the tender and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the buyer and the contractor. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the bidder.

1.8. Jurisdiction:

- 1.8.1. The jurisdiction of all suits/proceedings arising out of this contract, arbitration matters shall be the High Court of Judicature at Chennai.

2. **Section - II** General description of Service and other conditions / Responsibilities of Contractor

2.1. General : Shift, Fitness, Attendance, Amenities, Bio-data & Antecedents:

- 2.1.1. The skilled assistants should be deployed in general shifts between 09.30 am and 06.00 pm, Monday through Friday and if required on Saturdays.
- 2.1.2. The Personnel should be sincere, physically fit, active and energetic and aged between 20-55 years. **No Minor** should be engaged.
- 2.1.3. The skilled assistants should be provided with photo ID cards by the contractor at his cost. Penalty may be imposed by the Additional Director General, DGTS, Chennai Zonal Unit for personnel who are not in possession of photo ID cards.
- 2.1.4. Attendance of personnel will be maintained by the service provider in the office of the Additional Director General, DGTS, Chennai Zonal Unit and copy of the same shall be provided along with the monthly bill to the office of The Additional Director General, DGTS, Chennai Zonal Unit on the 1<sup>st</sup> working day of the following month.
- 2.1.5. On any given day, if any of contractor's personnel(s) deployed under the contract is) absent or fails to report in time, the contractor must provide a suitable substitute in time; for this

purpose the contractor must monitor on a daily basis the sanction of leave to the staff deployed.

2.1.6. Food arrangements for the personnel will not be made by the buyer and hence shall have to be made by the service provider.

2.1.7. The service provider should furnish to the department, the bio-data with photograph of the personnel to be posted in the office of the Additional Director General, DGTS, Chennai Zonal Unit before posting them and intimate the Assistant Director, The Additional Director General, DGTS, Chennai Zonal Unit of any changes thereof within 24-hours of the same. The Additional Director General, DGTS, Chennai Zonal Unit reserves the right to reject any person posted in this office without assigning any reason.

2.2. Statutory / Labour Legislations / Labour welfare Obligations:

2.2.1. The Contractor shall be responsible for any accident, damage or injury caused to any of his employees or property or any person or property in course of the Service and death while on service and shall not hold the Additional Director General, DGTS, Chennai Zonal Unit responsible in respect of any claim made by any person for any reason whatsoever. The service provider shall be solely responsible for reporting to the Additional Director General, DGTS, Chennai Zonal Unit and concerned authorities immediately of any serious or fatal accident.

2.2.2. The skilled assistants provided shall be the employees of the Contractor and all statutory liabilities such as ESI, PF, bonus, Workmen's Compensation Act, etc. will be paid/complied with by the contractor. The list of staff going to be deployed shall be made available to the Additional Director General, DGTS, Chennai Zonal Unit and if any change is required on part of the Department, fresh list of staff shall be made available by the agency after each and every change.

2.2.3. The Statutory compliances including those pertaining to Provident Fund Act, Employees State Insurance Act, and Minimum Wages Act (Contract Labour (Regulation & Abolition Act 1970), Payment of Bonus Act and all other labour and other legislations as applicable from time to time, with regard to the personnel engaged by the contractor (service provider) for service to the Additional Director General, DGTS, Chennai Zonal Unit, are the responsibility of the contractor.

2.2.4. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the office of The Additional Director General, DGTS, Chennai Zonal Unit, to the Labour department (Central).

2.2.5. The wages (per month) quoted by the bidder should not be less than Minimum Wages, as applicable as on the date of Issue of this Tender. ESI, PF and Bonus should not be less than the statutory provisions / Act. If the amount/rates quoted are less than the prescribed minimum as stated above, then the bid will be disqualified and rejected. If there is revision in the Minimum Wages prescribed by the Office of the Chief Labour Commissioner (Central) as applicable to "Skilled-Clerical Assistants under Minimum Wages Act, during the currency of the contract, then:

(i) If the revised minimum wages rates are less than the quoted rates, then rates quoted by the bidder will not be enhanced.

(ii) If the revised minimum wages rates are more than the rates quoted by the bidder, then revised minimum wages rates will be considered for reimbursement.

2.2.6. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by the Regional Provident Fund Commissioner (RPFC for short) for each personnel, against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's (contractor's) amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month, giving particulars of the employees engaged for the Additional Director General, DGTS, Chennai Zonal Unit, and the same is required to be submitted to the Additional Director General, DGTS, Chennai Zonal Unit

every month. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time the Additional Director General, DGTS, Chennai Zonal Unit is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement.

2.2.7. The administrative issues like leave, weekly off, discipline etc. of the skilled assistants are the responsibility of the contractor.

2.3. Duties:

2.3.1. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of the areas of responsibility given to them by the department and shall not knowingly lend to any person or company any of the effects of the Additional Director General, DGTS, Chennai Zonal Unit, under its control.

2.3.2. The contractor shall do and perform all such services, acts, matters and things connected with the administration, supervision and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Additional Director General, DGTS, Chennai Zonal Unit may issue from time to time and which have been mutually agreed upon between the two parties.

2.3.3. The Service Provider shall ensure that adequate supervision is exercised over the deployed manpower and the data entered is verified for 100% accuracy. However, the designated officer will verify about 5% of the total work and in case the number of erroneous records exceeds 0.5% at the time of verification,

2.3.4. Sub-contracting of the work of any sort will not be allowed.

2.3.5. The agreed number of 01 skilled assistant should be available at the assigned section all the time. Responsibility for providing necessary relievers if necessary vests with the contractor.

2.3.6. The staff deployed by the contractor shall not accept any gratitude or reward in any shape.

2.4. PAYMENT

2.4.1. Payment of bills will be made to the contractor on a monthly basis based on actual services rendered in the previous month. No Advance Payment will be made. The contractor has to submit invoices/bills on the 1st of the following month for the services rendered in the preceding month along with ESI/PF/Service Tax challans, as applicable, pertaining to that month. The Additional Director General, DGTS, Chennai Zonal Unit, would make the payment within 20 days of submission of bills with all the supporting documents and submission of necessary clarification, if there were any queries communicated by the Additional Director General, DGTS, Chennai Zonal Unit, to the satisfaction of the Additional Director General, DGTS, Chennai Zonal Unit. No Interest is payable by the Additional Director General, DGTS, Chennai Zonal Unit in case of any unavoidable delay in settling the bills, though the department would endeavour to settle within 20 days. No other claim on whatever account shall be entertained by the Additional Director General, DGTS, Chennai Zonal Unit. TDS at the rates applicable shall be deducted U/S194 (c) of Income Tax Act 1961 on the whole amount.

2.4.2. The contractor may be asked by the Additional Director General, DGTS, Chennai Zonal Unit to submit the proof of remittance for his employee towards the payment of statutory norms as applicable to the Additional Director General, DGTS, Chennai Zonal Unit. If the contractor fails to submit the proof of remittance the payment towards the service will be stopped until the contractor submits required documents.

2.5. General:

2.5.1. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Officers / Staff etc. and should project an image of utmost discipline. The Additional Director General, DGTS, Chennai Zonal Unit shall have the right to have any skilled assistant removed in case of tenable complaints from Officer /Staff or as decided by representative of The Additional Director General, DGTS, Chennai Zonal Unit, if the person is

not performing the job satisfactorily or is considered to be undesirable or for any other reason deemed fit by The Additional Director General, DGTS, Chennai Zonal Unit. The contractor shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by this department, failing it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by The Additional Director General, DGTS, Chennai Zonal Unit, will be imposed.

2.5.2. The contractor shall ensure that its personnel shall not at any time, without the consent of The Additional Director General, DGTS, Chennai Zonal Unit in writing, divulge or make known any matter or transaction undertaken or handled by the Department and shall not disclose to any third part any information about the affairs of the office of The Additional Director General, DGTS, Chennai Zonal Unit. This clause does not apply to the information, which becomes public knowledge.

2.5.3. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines.

2.6. Termination:

2.6.1. The contract may be terminated with a 15 days' notice, before the expiry of contract period owing to deficiency in service or any other reason whatsoever. The contractor is to give 90 days' notice in case he wants to withdraw.

3. **Section III** Qualification and responsibilities of SKILLED ASSISTANTS

3.1. Qualification:

3.1.1. The Skilled Assistants provided should have a minimum qualification of Graduation level preferably in Commerce discipline with good knowledge of English, excellent communication skills with computer knowledge with capacity to type 70 key strokes per minute and should be good in data processing work with well versed working knowledge in MS Office, Ms Excel, Internet and aptitude in assisting the officials in all types of office related work.

3.1.2. The Service Provider shall be primarily responsible for correctness of the data. If not entered correctly, the awarded work shall have to be completed by the skilled assistants deployed to the satisfaction of the concerned authorities.



**Assistant Director**  
DGTS, Chennai Zonal Unit  
Chennai-34