



भारत सरकार / Govt. of India
आयकर विभाग / Income Tax Department

कार्यालय आयकर आयुक्त (अपील), युनिट-1,
आयकर भवन, सैक्टर - 14, हिसार-125 001 (हरियाणा)
दूरभाष नं. 01662-278985

F.No.CIT(A)-Unit-1/HSR/2023-24/ 915

Dated:05.03.2024

To

The Dy. Commissioner of Income Tax(Hq.)(Admn.)
O/o The Pr. CCIT, NWR, Sector-17-E,
Chandigarh.

Sir,

**Subject: Uploading of e-tender on the website www.incometaxindia.gov.in-
Regarding**

Kindly refer to the subject cited above.

2. In this regard, I am directed to enclose herewith "Notice Inviting Tender" (floated on GEM Portal) for hiring of Data Entry Operator for O/o the Commissioner of Income Tax(Appeals)Unit-1, Hisar to be uploaded on the website www.incometax.gov.in. The bid end Date/Time is 15.03.2024 at 15:00pm and bid opening Date/Time 15.03.2024 at 15:30pm.

Yours faithfully

Encl.: As above


(Ram Kumar)

Administrative Officer
O/o CIT(A), Unit-1, Hisar

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-03-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-03-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Revenue
Organisation Name/संगठन का नाम	Central Board Of Direct Taxes (cbdt)
Office Name/कार्यालय का नाम	Cit Appeals Hisar
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Data Entry Operator
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1 + 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:The Bidder Should Have Executed At Least 01 Project With Supply of atleast 01 Manpower In Each Contract Of Providing Manpower Services To Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies In Last 01Financial Year

Geographic Presence: Office registration certificate:Hisar, Haryana

Scope of work & Job description:[1709543082.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1709543173.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Data Entry Operator (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Skilled
Type of Function	Admin
List of Profiles	Data Entry Operator
Educational Qualification	Graduate
Specialization	Commerce

Specification	Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेसिटी/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Ram Kumar	125001,Aaykar Bhawan, Sector-14, Hisar	1	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 748 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 7.48 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 24.31 • Provident Fund (INR per day) : 89.76 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the General Terms and Conditions/सामान्य नियम और शर्तें, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

TERMS AND CONDITIONS

1. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility indicated for the category.
2. The DEO (Data Entry Operator) should be within age group of 18 to 27 years.
3. DEO should have a minimum qualification i.e. Graduate in any discipline (preferably a BBA, B.Com having knowledge of such finance related subject).
4. That the services and compensation of services would be as follows-

Sr. No	Type	Minimum wages for DEO (In Rs.)	Commission of service providers/contractor
1.	Manpower Outsourcing Services - Minimum wage - skilled; Data Entry Operator.	Rs.748/-+ESIC+EPF (Excluding GST) (minimum wages to be paid to DEO per day)	As per bid quote by the second party in his/her tender.

(*) Note: The minimum wages are fixed considering Memo No. HKRNL/Finance/1780 dated 06.09.2023 issued by Haryana Kaushal Rozgar Nigam Limited, Panchkula, Haryana.

5. Data Entry Operator must have Two years work experience in any office of the Income Tax Department (preferably with the office of the Commissioner of Income Tax Appeals), in case of more applications, preference will be given to the senior most candidate with better experience.

6. **The nature of duties of DEOs are given below-**

The duties of the Data entry operators would broadly include:-

- a) Typing on MS Word software and preparing reports on MS Excel, Preparing presentation on MS Power point.
- b) He should be well versed in operating a MS Windows Operating System and have good knowledge of working on MS Excel i.e. should be technically competent in such related matters.
- c) Taking dictation, drafting and working in MS word/excel/any other software used in the department.
- d) The DEO should be competent to comprehend in English language, read and refer and quickly download case laws, citations from taxmann etc. like Income-tax case law repository's or dictionary's, as expected from a typist in Income-Tax Appeals office. While typing amongst others he should be able to understand such judicial language i.e. as would be required to help in quicker typing of judicial orders (in English preferably) under the Income-Tax and related Acts & Rules.

- e) Cleaning and keeping computers, printer, fax machine, copier, scanner or any other office equipments being used by them in good working condition, printing of documents and any other work assigned by the superior authority.
 - f) Any other work assigned to them like assistance to regular staff in carrying of files & other papers, Physical Maintenance of records of the section, General Cleanliness and upkeep of the office, Assisting in routine office work like diary, dispatch etc., including on computer, Photocopy, sending of FAX etc, Other non-clerical work in the section/unit as required by controlling officer.
7. The persons supplied by the service provider/contractor 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 person 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 proof of identify like driving license/bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this office. The service provider will not charge any registration fee from each new contract (Daily wages) employee at the time of initial engagement.
 8. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
 9. The Service Provider shall withdraw such employee(s) who are not found technically suitable by the Office of the Commissioner of Income Tax (Appeals), Unit-1, Hisar for any reasons immediately on receipt of such a request from the O/o the Commissioner of Income Tax (Appeals), Unit-1, Hisar.
 10. The service provider shall engage necessary persons as required by this office from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary/wages every month through ECS and provide a proof of doing so to this office. The service provider will provide proof of receipt of wages by the workers before the end of each month. There is no Master & Servant relationship between the employees of the service provider and the O/o the Commissioner of Income Tax (Appeals), Unit-1, Hisar and further that the said persons of the service provider shall not claim any absorption in the O/o the Commissioner of Income Tax (Appeals), Unit-1, Hisar on any ground whatsoever.
 11. The service provider's personnel's shall not claim any benefit /compensation /absorption /regularization of services from / in the O/o the Commissioner of Income Tax (Appeals), Unit-1, Hisar or any other Government Office under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other Law/Act/Rule/Regulation etc. passed by the Central, State, Municipal and Local Government agency or authority. Undertaking from the persons to this effect shall be submitted by the service provider to the O/o the Commissioner of Income Tax (Appeals), Unit-1, Hisar.
 12. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/ organizational matters as all these matters are of confidential/ secret nature.
 13. The service provider's personnel should be polite, cordial positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image

of O/o the Commissioner of Income Tax (Appeals), Unit-1, Hisar. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by the service provider.

14. That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of O/o the Commissioner of Income Tax (Appeals), Unit-1, Hisar.
15. The office of the Commissioner of Income Tax (Appeals), Unit-1, Hisar may require the service provider to remove from the office, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct or due to any other reason whatsoever. The service provider shall, forthwith comply with such direction and shall replace such person immediately.
16. The service provider has to provide Photo identity Cards to the persons deployed by them for carrying out the work. These cards are to be constantly displayed by their persons & their loss reported immediately.
17. The service provider shall ensure proper conduct of their persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
18. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
19. Working hours for Data Entry Operators would normally be 8½ hours per day from 9.30 AM to 6 PM during working days including half an hour lunch break in between. However, in exigencies of work they may be required to shift late and personnel may be called on any holiday, if required. They may be paid extra wages as per the rates approved. However, the maximum number of days for which payment shall be released cannot exceed 26 days.
20. That the service provider/contractor will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligation under all related legislation as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act etc. and the O/o the Commissioner of Income Tax (Appeals)Unit-1, Hisar shall not incur any liability of the service provider for any expenditure whatsoever on the persons employed by the service provider on account of any such statutory obligation. The service provider will have to provide particulars of EPF, ESI of its employees engaged in the O/o the Commissioner of Income Tax (Appeals)Unit-1, Hisar on monthly basis, along with bill submitted by them.
21. The service provider/contractor should have valid service tax registration/ GST and PAN/TAN which is to be quoted in the sealed quotation and it should never be defaulter to make the payment thereof.
22. The service provider will submit the bill, in triplicate in respect of a particular month in the first week of the next month along with copies of receipts towards EPF/ESI/Services Tax deposition for the previous month and copies of attendance register(s). The payment will be released by the third week of the following month after deduction of taxes deduction at source under the laws in force.

23. At the time of submission of bill for payment, the contractor/service provider should submit the proof for the previous payment made towards statutory liabilities. The service provider/contractor shall make only statutory deduction from the wage paid to the personnel. Payments shall be made only to the contracting agency and on monthly basis as per actual services.
24. Payments to the service provider would be strictly on certification by the officer with whom the person deployed is attached that his services were satisfactory and his attendance certified as per the bill referred by the service provider.
25. No wage/remuneration will be paid to any person for the days of absence from duty.
26. The service provider will have to provide the required number of additional persons for a shorter period also, in case of any exigencies, as per the requirement of this office i.e. O/o the Commissioner of Income Tax (Appeals), Unit-1, Hisar.
27. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
28. The service provider shall be contactable at all times and message sent by phone e-mail/whatsapp/Special Messenger from O/o the Commissioner of Income Tax (Appeals)Unit-1, Hisar to the service provider shall be acknowledged immediately on receipt, on the same day. The service provider shall strictly observe the instructions issues by O/o the Commissioner of Income Tax (Appeals)Unit-1, Hisar in fulfillment of the contract from time to time.
29. The O/o the Commissioner of Income Tax (Appeals)Unit-1, Hisar 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.
30. That the service provider/contractor on its part and through its own resources shall ensure that the goods, materials and equipment's etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on part of its employees, etc. If the O/o the Commissioner of Income Tax (Appeals)Unit-1, Hisar suffers any loss or damage on account of negligence, default or theft on the part of the employees, agents of the service provider, then the service provider shall be liable to reimburse to O/o the Commissioner of Income Tax (Appeals)Unit-1, Hisar for the same. The service provider shall keep the O/o the Commissioner of Income Tax (Appeals)Unit-1, Hisar fully indemnified against any such loss or damage.
31. The O/o the Commissioner of Income Tax (Appeals)Unit-1, Hisar shall maintain an attendance registers in respect of the staff deployed by the service provider/contractor on the basis of which wages/remuneration will be disbursed in respect of the staff at the approved rates/DC rates only.
32. The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions. The agreement will be valid for period of One(1) year from the date of contract and shall continue to be in Force in the same manner unless terminated in writing. However, in case the contract has been given at minimum wages, the minimum wages will be revised so that the same is not less than the minimum wages decided by the Government of Haryana for Hisar from time to time.

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33. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
 34. The service provider/contractor shall disburse the monthly salary/wages of the workers before 7th Day of the succeeding month.
 35. The agreement can be terminated by either party by giving one month's notice in advance. If the service provider/contractor fails to give one month's notice in writing for termination of the Agreement, then one month wages etc. and any amount due to the service provider from the O/o the Commissioner of Income Tax (Appeals)Unit-1, Hisar shall be forfeited.
 36. On the expiry of the agreement as mentioned above, the service provider/contractor 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, it shall be the entire responsibility of the service provider/contractor to pay set in the same.
 37. In the event, if any dispute arises, touching any of the clauses of the agreement, the matter will be referred to the Commissioner of Income Tax (Appeals)Unit-1, Hisar whose decision shall be binding on both the parties.
 38. The service provider/contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. Failure of it will attract forfeiture of outstanding dues as well as the termination of their contract and getting the work done through some outside service provider/contractor at their cost and risk, during the remaining period of contract.
 39. Preference will be given to the bidder and DEO who belongs to Hisar city or nearest station in Hisar district (Haryana).
 40. Initially, the Data Entry Operator would be finalized only after personal interaction and background check by the department.
 41. All statutory compliances related to the employment of the Data Entry Operator need to be adhered to by the the service provider/contractor.
 42. Dedicated Data Entry Operator is to be provided to the department, any change would be permitted only in exceptional circumstances, on prior permission.
 43. Payment shall be made by the O/o the Commissioner of Income Tax (Appeals)Unit-1, Hisar after the end of every month on presentation of the bill. However, no interest is payable on delayed payment.
 44. Tender is likely to be rejected because of none-fulfillment of any of the above terms without any advance notice.
 45. If at any stage, it is found that any of the details, documents furnished by the bidder is false/misleading/fabricated, his/her bid would be liable for cancellation without intimation to the bidder.
 46. The service provider/ contractor will have to specify the amount to be charged by it towards Service charges/commission for providing the DEOs. It may be noted that in order to

eliminate frivolous bids and disguised charges/deduction from wages of personnel, service providers bidding at 0% commission shall be disqualified.

47. Schedule of Requirement- An affidavit (or the stamp paper of Rs. 100/-) is required to be submitted by the successful Service provider at the time of award of contract regarding the fact that the persons employed by the contractor shall be the employees of the Service provider for all intents and purposes and, in no case employer-employee relationship between the said persons and O/o the Commissioner of Income Tax (Appeals) Unit-1, Hisar shall accrue implicitly or explicitly and the Service provider shall solely be responsible for providing all the statutory benefits (as per relevant laws) e.g. EPF, ESI to eligible Staff employed by it. The affidavit should also contain a declaration that Service provider shall make payment of compensation under the Workmen's Compensation Act 1923 or any other applicable Acts or Enactments in case of injury or death of any of its workers will be paid by the Service provider. The affidavit should also contain a declaration that the Service provider shall take care of all other statutory liabilities as well in the most sincere manner and shall solely be responsible for the same.

IMPORTANT NOTE

Bidder should ensure that the following documents are part of the QUALIFYING-cum-TECHNICAL BID:

1. Copy of PAN CARD
2. Copy of Service Tax/GST Registration Certificate
3. Copy of Registration Certificate with EPF
4. Copy of Registration Certificate with ESI
5. Any other proof required in the tender document.