



**Government of India
Office of the**

**Additional Commissioner of Income Tax, Range-1, Gurugram
4th Floor, HSIIDC Building, Vanijya Nikunj, Udyog Vihar Phase-V, Gurugram
Ph:0124-2450459/Email: gurgaon.addlcit1@incometax.gov.in**

F.No. Addl.CIT/R-1/Pur.Comm./GGN/Manpower/2020-21/

Dated: 28.01.2021

**(To be published in Notice Board/E-Tender)
Notice inviting the tender for hiring of Manpower**

The Pr. Commissioner of Income-tax, ReAC (VU)-1, Gurugram on behalf of the President of India invites sealed tenders for hiring of manpower for the offices of the Additional Commissioner of Income Tax, ReAC (AU)(1)(4), Amritsar at Gurugram Station for office use for a period i.e. from 05.02.2021 to 31.03.2021 which may be extended on same terms and condition:

The estimated numbers are as under which may vary as per requirement:

Sr. No.	Particulars	No. of Persons
1	Data Entry Operator	07
	Total	07

The terms and conditions of the contract are available at the office of the Assistant Commissioner of Income Tax, Circle-3, Gurugram. It can also be obtained from Income Tax Department Website (www.incometaxchandigarh.org).

Tender Schedule

Period for obtaining tender forms : 28.01.2021 to 02.02.2021

Last date & Time for submission of bid : 02.02.2021 before 12.00 PM

Date of opening of bid : 02.02.2021 at 04:00 PM

Place of opening of Tender Bid : O/o the Additional Commissioner of Income Tax cum Chairman, Purchase Committee, Range-1, HSIIDC Building, Income Tax Office Phase-V, Udyog Vihar, Gurugram.

This Purchase Committee reserves the right to amend/withdraw any of the terms and conditions in the Tenders Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Pr. Commissioner of Income-tax, ReAC (VU)-I, Gurugram in this regard shall be final and binding on all.


(A.N. Misra)

**Additional Commissioner of Income Tax, Range-1
Cum Chairman Purchase Committee
Gurugram.**

Copy to:

1. The Web Manager with a request to kindly host the advertisement on the official website of the Income Tax Department.
(Email: Webmanager@incometax.gov.in)
2. The JDIT(Systems), Chandigarh with a request to kindly host the advertisement on the official website of Pr. Chief Commissioner of Income Tax, NWR (www.incometaxchandigarh.org).


(A.N. Misra)

**Additional Commissioner of Income Tax, Range-1
Cum Chairman Purchase Committee
Gurugram.**

MODE OF SUBMISSION OF TENDER

Quotes should be submitted in two bid patterns, i.e. Technical Bid containing technical and other details as per Annexure-I, and Financial Bid as per Annexure-II. Both the bids in prescribed formats along with required documents as prescribed should be placed in separate envelopes and sealed and super-scribed as "**Tender for Hiring of Manpower - Technical Bid**" and "**Tender for Hiring of Manpower - Financial Bid**" respectively. Both the envelopes should be placed in a single cover and super scribed as "**Quotation for hiring of manpower for the offices of the Pr. Commissioner of Income-tax, ReAC (VU)-1, Gurugram**" and should be submitted to the Additional Commissioner of Income Tax cum Chairman Purchase Committee, Range-1, Gurugram by 02.02.2021 before 12:00 PM. The Bids will be opened on 02.02.2021 at 04:00 PM in the Conference Room, 8nd Floor, HS IDC Building, Income Tax Office Phase-V, Udyog Vihar, Gurugram. Bidders or their representatives may remain present there at the time of opening of tenders. Bid documents incomplete or deficient in any respect will be rejected at the discretion of the Pr. Commissioner of Income-tax, ReAC (VU)-1, Gurugram. The financial bids of the bidders, whose technical bids are found to be invalid as per consideration of the tender committee will not be opened/considered for the purpose of short listing. The valid technical bids will be scrutinized by the **Tender Committee** constituted for this purpose to shortlist the eligible 3 bidders. Thereafter, the financial bids of the shortlisted bidders will be opened. The technical bid should accompany the **Earnest Money Deposit of Rs. 1,00,000/- (One Lakh only)** in the form of demand Draft only of any scheduled bank payable at Gurugram drawn in favour of the Zonal Accounts Officer, CBDT, Rohtak. The bids without Earnest Money Deposit will be rejected. The EMD of unsuccessful bidder will be returned at the end of selection process. The successful bidder has to submit an amount of **Rs. 50,000/- (Fifty Thousands only)** as performance guarantee deposit in the form of Demand Draft or Fixed Deposits Receipt from a scheduled bank drawn in Gurugram in favour of Zonal Accounts Officer, CBDT, Rohtak before awarding contract. The EMD of successful bidder will be returned after receipt of performance security. The performance guarantee shall be retained as security and will be refunded to the selected bidder without any interest within one month from the completion of contract. The Purchase Committee also reserves the right to postpone/cancel tendering process at any time or can revise the terms and conditions of tendering any time before the actual award of the tenders.

Service of the manpower is to be provided as per terms and conditions mentioned in **Annexure III**. Annexure-III duly stamped and signed should accompany the technical bids.


(A.N. Misra)

Additional Commissioner of Income Tax, Range-1
Cum Chairman Purchase Committee
Gurugram.

ANNEXURE-III

Sealed tenders are invited from reputed individuals/agencies/companies for outsourcing of Data Entry Operator on the following terms and conditions:-

1. Eligibility: Data Entry Operator(Skilled):-

The following qualification should be fulfilled by the Data Entry Operator:-

- a) The person should be graduate / under graduate above 12th standard with minimum one year experience in the field and with English as one subject and DEO should wear the uniform, while on duty, prescribed by the contractor
 - b) The personnel should have minimum speed of typing at 30 WPM in English and 25 WPM in Hindi with accuracy.
 - c) The personnel should possess knowledge of software such as MS Word, MS Excel, MS Power Point, Web based networking etc.
 - d) The age of every operator should not be less than 20 years.
 - e) The personnel should be able to type directly on computer during dictation with said speed.
 - f) The antecedents should have been verified by the First Party from the local police authorities and the First Party has to certify the good moral character of each person. The persons should be the citizen of India stationed/resident of Gurugram and Nearby.
2. The Contract is to be commenced w.e.f. **05.02.2021** or from the actual date of execution of the contract, whichever is later and shall continue for a period of one year, unless the same is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work or manpower, undisciplined behavior of deployed personnel etc.
 3. The Service provider shall comply with all the statutory requirements in respect of the personnel deployed in office of the Second Party like labour laws, Workmen's compensation, EPF, ESI, Income Tax, TDS, Police verification, etc. In the event of any shortfall/deficiency/violation of the statutory rules and regulations, the service provider shall be solely responsible and accountable and this office shall in no way be answerable on these issues.
 4. The number of DEO can be varied at the discretion of this office and it may be increased and decreased in numbers.

5. The contract shall automatically expire after 31.03.2021 from the date of commencement of the contract unless the same is extended further by the mutual consent of the service provider and this office.
6. The contract may be extended, on the same terms and conditions or with some addition/deletion /modification for further specific period mutually agreed upon but not exceeding one year at the sole discretion of this office.
7. The Service provider will be required to pay minimum wages as prescribed under the Minimum Wages Act and payment of Bonus as per Bonus Act. They will maintain proper records as required under the relevant laws/Acts. It shall be the duty of them to enhance the wages of the employees subject to any statutory obligation to increase wages from time to time as instructed by the competent authorities in this behalf. However, such statutory enhancement shall be claimed from this office by the service provider/contractor on furnishing the documentary proof of payment of such amount to its employees and this enhancement/raise in wages shall be deemed to be agreed upon between the service provider and this office.
8. The requirement of this office may further increase or decrease during the period of contract and the service provider would have to provide additional requirements or reduced requirement on the same terms and conditions.
9. The service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent/approval of this office.
10. The service provider will be bound by the details furnished by it to this office, while submitting the tender or any subsequent stage. In case any of the documents furnished by it are found to be false at any stage, it would be deemed to be a breach of terms of contract, making the contractor liable for legal action besides the termination/cancellation of contract. Initiation of legal action for damages is at the sole discretion of this office and in such eventuality, the security amount tendered shall be liable to be forfeited.
11. This office reserves the right to curtail or terminate the period of contract at any time after giving a week's notice to the service provider.
12. The manpower (DEO) deployed by the service provider shall be required to work as per the office's working timing i.e. from Monday to Friday from 09.30 hrs to 18.00 hrs with a lunch break of ½ hour from 13.30 hrs to 14.00 hrs. In case the personnel deployed by them are absent on a particular day or come late/leave early on three occasions, proportionate deduction of Wages for one day will be made. The attendance register must be provided by the service provider while producing the bills in proper format.
13. The manpower (DEO) deployed by the service provider shall work on all working days and payment will be made on the basis of their attendance. At times, the deployed manpower may be required to work on Saturday for which they shall not be paid anything being 26 days working in a month. However, if deployed

manpower is required to work on Sunday, Gazetted Holidays etc. then they shall be paid remuneration as per the prevailing law.

14. The service provider shall furnish the following documents in respect of the persons who will be deployed by it in this office before commencement of work. The Bio-Data of persons shortlisted by the service provider for deployment in this office containing name, complete residential address, father's name, date of birth, marital status, educational & professional qualifications, experience etc. alongwith photograph affixed thereon shall be provided. Documentary proof of address, D.O.B., qualifications and experience also to be furnished.
15. The service provider shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged by it and this office shall not be liable for any damage or compensation to any personnel or third party.
16. The service provider shall provide identity card to the personnel deployed in this office carrying the photograph of the personnel and personal information including name, date, address, designation etc.
17. The service provider shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that the optimal services of the persons deployed by the service provider could be availed without any disruption. However, the service provider shall be fully competent and empowered to remove any undisciplined personnel/staff from its premises, if his/her behavior is not found upto the mark, immoral and or his/her presence is prejudicial/embarrassing to this office.
18. The service provider shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons or being removed by this office. The delay by the service provider in providing a substitute beyond three working days shall attract liquidated damages and Rs.100/- per day (per such case) shall be chargeable from the service provider, besides deduction in payment of wages etc. on pro-rata basis.
19. It will be responsibility of the service provider to meet transportation, food, medical, or any other requirements in respect of the persons deployed by it in this office and this office will have no liabilities in this regard.
20. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour legislations in respect of manpower so employed and deployed in this office. The persons deployed by the service provider in this office shall neither have claims of any master and /servant relation nor have any principal and agent relationship with or against this office.
21. The service provider shall be solely responsible for the redressal of grievances/resolutions of disputes relating to persons deployed by it and this office shall, in no way, be responsible for settlement of such issues whatsoever as this office shall have no concern of contract with the manpower deployed by the service provider.

22. This office shall not be responsible for any damages, losses, claims, financial or otherwise, injury to any person deployed by service provider in the course of their performing the function/duties, or for payment towards any compensation.
23. The Person deployed by the service provider shall neither claim nor shall be entitled to be paid, perks and other facilities admissible to casual, ad hoc, regular/confirmed employees of this office during the current period or after expiry of the period of contract. That any issue of pay, Perks, statutory obligations, welfare schemes or monetary benefits/internal arrangement of the employees their personal insurance(if any) shall be looked after by them and this office has no interference or liability of any nature in any manner whatsoever.
24. The service provider is responsible for payment of monthly Wages including leave wages, bonus etc., to the personnel as applicable to them under relevant laws. The First Party should ensure that Wages are paid on time not later than 07th day of every next month. It is mandatory for the service provider to pay the prevailing wages (DC Rates) prescribed by the Minimum Wages Act of Office of the Deputy Commissioner, Gurugram to the unskilled/skilled workers.
25. In consideration to the services thus provided by the service provider, this office shall pay to the service provider the minimum wages as applicable in Gurugram (as the case may be) inclusive of EPF, ESI, Bonus, Service charges and Goods & Services Tax, Reimbursement of payment to them will be made by ECS/Account Payee Cheque only, on presentation of the monthly bill. Further, Income Tax at Source (TDS) shall be deducted as per the prevailing rates notified by the Income Tax Department.
26. Notwithstanding anything contained hereinabove, this office reserves the right to terminate the services of the service provider at any time after giving a 15 day notice to the first party without assigning any notice of reason whatsoever.
27. The department has the sole right to discontinue the contract without any prior intimation, if the services are found not satisfactory.
28. If the service provider wishes to discontinue the contract in between the period of contract, he is required to intimate to this office in advance at least one month prior to termination of contract. In no case, the termination of contract can be accepted without one month notice, otherwise security amount will be forfeited.
29. Any dispute and/or difference except those covered under the aforesaid clause, arising out of or relating to this contract, including interpretation of its terms shall be resolved thorough mutual discussion between the authorized signatory and representative of both the parties.

I. Technical Conditions:

- a. The Contracting agency/bidder should have previous experience of deploying / supplying personnel for not less than two years and should currently be supplying manpower at least in one office of the

Government. The sealed tender/quotation should be accompanied with necessary proof of agency/company registration and execution of at least one satisfactory work order in one of the offices of the Government within the last one year.

- b. The contracting agency/bidder must have valid Goods & Service Tax (GST) registration and copy of PAN which is to be attached duly attested in the sealed quotation. The bidder is required to furnish copy of his service tax (GST) return and ITR for last 03 years along with all enclosures.
- c. The bidder is required to furnish statement of his all Assets and Liabilities as on 31.03.2020 duly certified from the competent authority like District Administration, Chartered Accountant etc.
- d. The bidder should be registered with GST at Gurugram and should have at least one office in Gurugram for smooth functioning of the contract. Preference will be given to the bidders located at Gurugram and having substantial work experience at in any Govt. Office at Gurugram.
- e. The contracting agency/bidder should be registered with ESIC & EPF authorities and the proof thereof must be provided alongwith the technical bid.
- f. The agency shall submit GST invoice before release of payment.
- g. The agency should have been in the business of providing manpower (DEO) for a minimum three years since 2017-18.
- h. The Annual Turnover of the agency should not be less than Rs. 1 crore per annum during the last financial year.
- i. The service provider should ensure neat & clean and decent uniforms with Identity Card to all the Manpower (DEO) as decided by the department.
- j. The Applicant Contractor should be in possession of requisite license from State government or other competent authorities for running an agency to provide manpower services.
- k. The rates quoted by the bidder for the basic pay as well as benefits such as PF, Bonus, ES C, etc. should be as per the prevalent Minimum Wages Act, 1948 and other mandatory legal provisions in this regard.
- l. The antecedents of the personnel should have been got verified from the local Police Station, at the instance of the Contractor and copies of such

verification reports should be submitted within 15 days from date of contract.

- m. The Applicant contractor should have complied with all the legal provisions pertaining to his/its line of business.
- n. The Applicant contractor should have a reputed client list.
- o. The Applicant Contractor should be in a position to supply the requisite number of DEO within 3 days of execution of agreement.

II. Financial Conditions:

- a. The Data Entry Operators shall be paid as per the prevailing wages prescribed by the minimum wages as applicable for Gurugram (as the case may be) by competent authority. Any change in the minimum wages made by the Government will automatically change the wages payable under this contract.
- b. The contracting agency/bidder will have to specify the amount to be charged by it, towards service charges for providing the Data Entry operators as per the wages as mentioned in para (a) above.

ANNEXURE-1

TECHNICAL BID (QUALIFYING BID DOCUMENT)

1. Name of the party :
2. Address (With Telephone No and Fax No.) :
3. Name & address of the Proprietor/Partners/Directors :
(With Mobile No.) :
4. Contact personal(s) (With Mobile No.) :
5. Agency / Company Registration No. with total no. of years of
: satisfactory work Experience: enclose proof of registration)
6. Permanent Account Number :
7. Goods & Service Tax (GST) Registration No. :
(Enclose proof of registration)
8. ESIC Registration No. :
(Enclose proof of registration)
9. EPF Registration No. :
10. (Enclose proof of registration)
11. PAN (Please attach)
Photocopy of PAN card and ITR-
V of latest Income Tax Return
11. Service Tax Registration No. :
12. Details of DD towards cost of tender form

No. of DD/Bankers cheque	Date	Name of the bank	Amount

13. Details of EMD in the following format

No. of DD/Bankers cheque	Date	Name of the bank	Amount

DECLARATION

I / We hereby certify that the information furnished above is full, true and correct to the best of my/own knowledge, I/we understand that in case any deviation is found in the above statement, at any stage the bidder/tenderer will be blacklisted and will not have any dealing with the O/o the Pr. Commissioner of Income Tax, ReAC (VU)-1, Gurugram, in future.

Place:

Date:

Signature

(Name :.....)

Address:
Mobile No.

ANNEXURE- II
FINANCIAL BID DOCUMENT

1. Name of the party :
2. Address :
(With Telephone No. and Fax No.) :
3. Names & address of the Proprietor/Partners/Directors :
(With Mobile No.) :
4. Manpower :

DEO(Skilled)
5. EPF :
6. ESI :
7. Service Charge (In percentage point): :

Note: GST will be paid extra. However, the payment of EPF and ESI will be paid on submission of paid challan of the previous month.

DECLARATION

I / We hereby certify that the information furnished above is full, true and correct to the best of my/own knowledge, I/we understand that in case any deviation is found in the above statement, at any stage the bidder/tenderer will be blacklisted and will not have any dealing with the O/o the Pr. Commissioner of Income Tax, ReAC (VU)-I, Gurugram, in future.

Place:

Date:

Signature

(Name :.....)

Address:
Mobile No.