



Government of India

Office of the

Joint Commissioner of Income Tax, Range, Panipat

Aayakar Bhawan, Sector-6, G.T. Road, HUDA, Panipat

Email ID: panipat.addlcit2@incometax.gov.in & jcitpnp@gmail.com

Phone No. 0180-2645666 (FAX) & 0180-2644477

F.No. JCIT/PNP/02/2020-21/

Dated: 09.06.2020

To,

The Dy. Commissioner of Income Tax (HQ.)/Admn.),
O/o the Principal Chief Commissioner of Income Tax,
Aayakar Bhawan, Sector-17E, Chandigarh

Madam

Sub: - Uploading of Tender Notice and its enclosures for hiring of outsourcing persons on the website of CBDT, NWR, Chandigarh i.e. www.incometaxchandigarh.org- regarding-

Kindly refer to the above cited subject.

02. In this connection, it is stated that this office proposes to invite quotation/tender for hiring of outsourcing persons (DEO/Typist, Security Guard, Peon/Sewadar, Sweeper etc.). As per departmental guidelines, it is necessary to upload the same to the website of CBDT, NWR, Chandigarh. It is, therefore, requested to kindly upload this notice and its enclosures as early as possible.


(Sangita Satsangi)

Assistant Commissioner of Income Tax
(HoO), Panipat



Government of India

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Joint Commissioner of Income Tax, Range, Panipat**
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TENDER NOTICE FOR HIRING OF OUTSORCE THROUGH SERVICE PROVIDER

Sealed tenders are invited from the reputed agencies for hiring of outsourcing staff on contract basis to be engaged for the office of Joint Commissioner of Income Tax, Panipat Range, Panipat.

02. Interested agencies may send sealed bids in the manner specified in the Tender document to the office of Joint Commissioner of Income Tax, Panipat Range, Panipat on or before 17.06.2020 upto 03:00 PM. The relevant documents may be obtained from the office of Assistant Commissioner of Income Tax-cum-HOO, O/o Joint Commissioner of Income Tax, Panipat Range, Panipat or may be downloaded from the website.

03. The technical bid will be opened on 17.06.2020 at 4:30 PM in the chamber of Joint Commissioner of Income Tax, Panipat Range, Panipat, Aayakar Bhawan, Sector-6, HUDA, Panipat (Chairman of Purchase Committee) in the presence of Tender/Purchase Committee and the bidders, if they make themselves available at that time.

04. The financial bid will be opened on 17.06.2020 at 4.30 PM in the chamber of Joint Commissioner of Income Tax, Panipat Range, Panipat, Aayakar Bhawan, Sector-6, HUDA, Panipat in the presence of Tender /Purchase Committee and the bidders, if they make themselves available at that time.)


(Sangita Satsangi)

Assistant Commissioner of Income Tax,
(HoO), Panipat

TENDER FOR OUTSOURCING STAFF

1. The Joint Commissioner of Income Tax, Central Range, Aayakar Bhawan, Sector-6, HUDA, Panipat intends to invite sealed offers from reputed parties engaged in the business of providing skilled manpower service, for outsourcing the service of (Category –I) 01 DEO/Typist, 03 Security Guard, 02 Sweeper and 01 Peon on DC rate basis in the office of Joint Commissioner of Income Tax, Panipat Range, Panipat. The present requirement is for 7 (Seven) persons in category I which may increase or decrease subsequently on need basis.
2. Contract shall initially be for a period for one year (12 months) commencing one year, subject to satisfactory service rendered by the concerned vendor.
3. Bidders are advised to study the Bid Document carefully. Submission of the Bid shall be deemed to have done after careful study and examination of all instructions, eligibility terms & conditions with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required as per the tender document or submission of a bid not substantially.
4. **Tender Process :-** Tender is invited in two parts i.e (1) Qualifying Bid and (2) Financial Bid. The tender form for technical bid is as prescribed in Annexure-I and the tender form for the financial bid is as Annexure-II. The bids complete in all respects shall be submitted in two separate sealed covers, which will be placed in a single envelope addressed to the Deputy Commissioner of Income Tax-cum-HOO O/o Jt. Commissioner of Income Tax, Panipat Range, Panipat at Aayakar Bhawan, Sector-06, Panipat by 04.30 PM on 17.06.2020. Late submission of tender shall not be accepted. The sealed covers should be super scribed with "**Qualifying Bid-Contract for providing Outsource manpower**" and "**Financial Bid-Contract for providing outsource manpower**" respectively. The outer main cover containing the bids should be super scribed with the words "Open Tender for providing outsourced manpower". The Qualifying bid will be opened on **17.06.2020** at 4:30 PM in the chamber of Jt. Commissioner of Income Tax, Panipat Range, Panipat at Aayakar Bhawan, Sector-6, HUDA, Panipat. If the date of opening is declared a holiday, the quotations will be opened on next working day. The valid qualifying bids shall be scrutinized by the Purchase Committee to short list the eligible bidders. The financial bids of the short listed bidders will be opened at 04:30 PM on the same day. In case it is not possible to open on stipulated date due to unavoidable circumstances, the next date of opening will be duly informed. The bidder, who quotes lowest rate is each of the categories I (but not lower than the rate prescribed as per Minimum Wages Act) will be declared successful. In case two bidders quote the same lowest rate, the bidder having more experience shall be given preference. The offer submitted by telex/telegram/Fax/Email or any other manner other than specified above shall not be considered. No correspondence will be entertained on this matter.
- 5.
6. If the tenders are sent by post/courier, it should be ensured that the cover is intact without any damage or loss at the time of reaching the destination. Department is not liable for the delay on account of Postal/Courier Services. The Jt. Commissioner of Income Tax, Panipat Range, Panipat at Aayakar Bhawan, Sector-6, HUDA, Panipat reserves the right to reject any application(s)/quotation without assigning any reason whatsoever.
7. **Submission of Qualifying Bid :**

Envelope shall contain the following basic documents, in the absence of which Tender Bid will be rejected.

- a. PAN allotted by the Income Tax Department and copy of acknowledgement of latest return of income filed.
- b. Attested copies of Articles of Association (In case of company), Bye Laws & Certificates of registration (in case of registered Co-operative Societies) and partnership deed (In case of partnership Firm) is also to be provided.
- c. Details and Certificate/Testimonials in support of similar services given in the past 3 years.
- d. The agency should give undertaking to the effect that it is following the provision contained in the Minimum Wages Act and will follow the Government laws, rules and instructions as applicable for its employees, from time to time.

- e. The Agency should be registered with the ESI Department and evidence of the same.
- f. The Agency should be registered with the Service Tax Department, and evidence in this regard is submitted.
- g. Copy of Registration certificate with Labour Department.
- h. Any other document which may be relevant to the tender may also be submitted.
- i. Detail of major similar contracts handled by the Tendering Company/Firm/Agency on behalf of Government Department during the last two years (attach attested copies).
- j. Affidavit certifying that agency is/has not been black listed by Centre/State Government on Stamp Paper worthy Rs. 100/- .

NOTE: If the tender is not accompanied by all documents mentioned 'a' to 'j' above, the bid will not be considered and the Financial Bid will not be opened for bidder who is not fulfilling these terms.

8. Submission of Financial Bid :-

- a. Rate quoted should be in conformity with the minimum wages applicable for Panipat and including all charges leviable on the services being offered. All rates, taxes etc. must be clearly shown in figures and words.
 - b. The financial Bid should be given in the same format as per the copy enclosed, in Indian rupees only.
9. The bidder shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. The tender or would fill up the information in the Annexure I and II enclosed at the end of this document in clear and legible terms. Wherever required the price quoted shall be written in figures and words as well. Annexure shall also have to signed and stamped by the bidder or its authorized signatory.

10. Required qualification for outsourcing manpower:-

Requirement	Qualification
DEO/Typist	Intermediate qualification or 10+2 from a recognized Board of university with good knowledge of English and proficient in Computer Operations with knowledge of MS Word, MS Excel, Internet etc. Candidates should have Typing Speed of 30wpm. Preference will be given to those candidates who have taken formal education at least one year in IT/Computers as a subject at 10+2 or at higher level. Candidates will be paid wages in Government of Haryana/Panipat.
Security Guard	Matric Pass Wages will be paid in accordance with the minimum wages fixed by the Government of Haryana/Panipat.
Peon	Matric Pass Wages will be paid in accordance with the minimum wages fixed by the Government of Haryana/Panipat.
Sweeper	Middle Pass Wages will be paid in accordance with the minimum wages fixed by the Government of Haryana/Panipat.

11. General Terms and Condition :

- i. The contractor shall deploy only personnel with good conduct and character. In order to ensure the same, police verification Certificate in respect of the personnel deployed shall be submitted to the O/o Joint Commissioner of Income Tax, Panipat Range, Panipat at the time of deploying each personnel.
- ii. The personnel deployed shall work on all working day and as and when required.

- iii. Normally the working hours of persons deployed by the contractor shall be between 09.00 AM to 06.00 PM. The person deployed should invariably reach office before 09.00 AM, every day and perform duty.
- iv. The contractor shall ensure that its personnel shall have identity Cards, provided by the contractor which shall be worn in such a way it is prominently displayed and visible so that any person representing the contractor can easily be identified.
- v. The personnel shall attend to work punctually at the prefixed/determined timing and shall be well behaved and well mannered.
- vi. The personnel shall perform all the duties assigned by the respective Officer to whom they are attached from time to time.
- vii. The contractor is responsible for timely payment of salary to the personnel deployed and payment to be made towards P.F. Department and other departments, as applicable.
- viii. The contractor shall ensure that the work undertaken by its personnel is carried out efficiently and to the satisfaction of Officers to whom they are attached.
- ix. The contractor and the personnel engaged by the contractor shall be subject to the entry and exit procedures of the Department as may be determined by the Department from time to time.
- x. If in the opinion of this office, the contractor engages inadequate number of personnel or does not execute the work in a satisfactory manner or in accordance with the terms and conditions of the contract O/o Joint Commissioner of Income Tax, Panipat Range, Panipat may get the work done through a third party contractor, without any notice to the contractor, the cost of which shall be recovered from the contractor from the monthly payment.
- xi. In the event O/o Joint Commissioner of Income Tax, Panipat Range, Panipat deciding to renew this contract on the same terms as embodied or such other modified terms as it may think fit and proper, it shall communicate the decision to the contractor prior to the expiry of this agreement, in which event the parties to this agreement shall be governed by such documents for future or further transaction.
- xii. Close liaison shall be maintained with the officer-in-charge for smooth and efficient performance of duties of the personnel.
- xiii. The contractor shall indemnify and shall keep the O/o Joint Commissioner of Income Tax, Panipat Range, Panipat indemnified against acts of omission or negligence, dishonesty or misconduct of the men engaged for the work and O/o Joint Commissioner of Income Tax, Panipat Range, Panipat shall not be liable to pay any damages or compensation to such person or to third party.
- xiv. The contractor shall arrange for the maintenance of all such registers and forms as are statutorily required under the PF Act and labour laws and/or considered necessary for the efficient performance of this contract. The contractor shall provide the same for verification as and when required by the first party.
- xv. That it is clearly agreed and understood that all the personnel provided/engaged by the contractor and all disputes between the contractor and its personnel shall have no bearing on O/o Joint Commissioner of Income Tax, Panipat Range, Panipat. This office is not responsible for any claims made by such persons and shall not be liable to pay any amount to any employees/Ex-employee of the contractor. The contractor is fully responsible for disciplined behaviors of its workmen.
- xvi. All damages caused by the contractor or contractor's personnel or any other personnel arising out of contractor's employees, penalty shall be charged to the contractor and recovered from its dues/bills.
- xvii. Failure by the contractor to comply with any statutory requirement and/or the terms of the agreement during the period of contract shall result in termination of the contract and subsequent disqualification from participation in any further tender of the department.
- xviii. In case the contractor withdraws or O/o Joint Commissioner of Income Tax, Panipat Range, Panipat terminate the contract for violation of terms and conditions and / or deficiency in service during the period of contract, the additional expenses in hiring a new contractor or making temporary arrangement till the time of appointing a regular contractor through a similar tender process, shall be adjusted from payment to be made.

xix. The service charge quoted shall be inclusive of issue of Identity Cards, other expenses relating to maintenance of register, supervisory charge and other charges to be incurred by the contractor to satisfy the terms and conditions of tender.

xx. In case, the person deployed by the contractor is absent, suitable replacement should be given immediately with information to the O/o Joint Commissioner of Income Tax, Panipat Range, Panipat. Delay by the agency in providing a substitute shall attract liquidated damages @ Rs. 100/- per day (Per such case) on the service providing agency, besides deduction in payment on pro-rata basis.

xxi. In case, complaints are received against any personnel, he/she should be replaced immediately.

xxii. it will be the responsibility of the service providing Agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.

xxiii. For all intents and purposes, the service providing Agency 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 Agency in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against the office of Joint Commissioner of Income Tax, Panipat Range, Panipat.

xxiv. The contractor 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 of this office.

xxv. The contractor will be required to pay at least the minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts. The contract will remain valid for one year or the period specified in the letter communication the acceptance, whichever is earlier, unless terminated earlier by the O/o Joint Commissioner of Income Tax, Panipat Range, Panipat.

xxvi. The requirement of this office may further increase or decrease during the period of contract and the contractor would have to provide additional manpower, if required on the same terms and conditions.

xxvii. The contractor shall furnish the following documents in respect of the individual manpower who will be deployed by it in this department before the commencement of work.

- a. List of persons shortlisted by the Agency for deployment at the O/o Joint Commissioner of Income Tax, Panipat Range, Panipat containing full details i.e. date of birth, marital status, complete address etc.
- b. Bio-data of the person with photograph affixed.
- c. Character certificate from a Gazetted Officer of the Central/State Government.
- d. Certificate of Verification of antecedents of persons by local police authority.
- e. Copy of Aadhar card etc. in lieu of identity of each person.

xxviii. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matter etc are not divulged to any person by its personnel deployed in this office.

xxix. The service provider shall ensure proper conduct of his personnel in office premises and enforce prohibition of consumption of alcoholic drinks, paan and smoking loitering without work, etc.

xxx. Contractor having prior experiences (More experience) of Service providing with other Government Departments/PSUs/bank, will be preferred if all other conditions are same.

xxxi. The service provider shall ensure provide identity cards to the personnel deployed in this office carrying the photographs of the personal and personal information including name, date of birth, designation and identification etc.

Legal:

- i) The service provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees State Insurance, Provident Fund and other Labour Laws etc. in respect of the persons deployed by it in this office as this office is not privy to its contract with the employees.
- ii. The service provider shall also be liable for depositing all taxes, levies cess etc on account of service rendered by it to the office of Joint Commissioner of Income Tax, Panipat Range, Panipat to concerned tax collection authorities from time to time as per extent rules and regulation on the matter.
- iii. The service provider shall maintain all statutory register under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this office or any authority under laws.
- iv. The Tax Deduction at Source (TDS) shall be deducted as per provisions of Income Tax Law, as amended from time to time.
- v. In case, the tendering Agency fails to comply with statutory/taxation liability under appropriate law and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills of the Agency, to the extent of the loss or obligation in monetary terms.

15. Financial:

- i. The bidder shall quote their rates per personnel deployed as "Rate per day per personnel" (both in words and figures) which shall not be less than the minimum wages stipulated by the Central/State Government applicable for Panipat. The payment of wages during contract period shall not be less than the minimum wages fixed by the State Govt., for the locality from time to time.
- ii. The Agency shall raise the bill, along with the attendance sheet to the O/o Joint Commissioner of Income Tax, Panipat Range, Panipat. The claims in bills regarding Employees State Insurance, Provident Fund and GST etc. should be necessarily accompanied with the documentary proof pertaining to the concerned month bill.
- iii. Settlement of disputes will be as per Arbitration and Conciliation Act, 1996 and venue will be the office of O/o Joint Commissioner of Income Tax, Panipat Range, Panipat. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated/appointed by O/o Joint Commissioner of Income Tax, Panipat Range, Panipat.
- iv. The Office Joint Commissioner of Income Tax, Panipat Range, Panipat reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.


(Sangita Satsangi)
Assistant Commissioner of Income Tax,
(HoO), Panipat

ANNEXURE-I

TECHNICAL BID

(To be enclosed in a separate sealed envelope) For Providing Outsourced Manpower
in the O/o JCIT, Panipat Range, Panipat.

1	Name of Tendering Company/Firm/Agency (Attach certificates of registration)				
2	Name of proprietor/Director of Company/Firm/Agency				
3	Full Address of Registered Office with Telephone No., FAX and E Mail				
4	Fill address of operating/Branch Office with Telephone no., FAX and E Mail.				
5	Banker of Company/Firm/Agency with full address (Attach certified copy of statement of A/C for the last three years)				
6	Pan/GIR No. (Attach attested copy)				
7	GST Registration No. (Attach attested copy)				
8	E.S.I Registration No. (Attach attested copy)				
9	Documents showing completing at least one service of value not less than Rs.10 Lakh per annum or at least two services of value not less than Rs. 5 lakh per annum related to providing human resources in a single contract.				
10	Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last three years in the following format with documentary evidence. Turnover in the year ending on 31 st March of 2017, 2018 & 2019 may be mentioned with documentary evidence.				
	S.No.	Details of client along with address, telephone and fax numbers	Amount of Contract. (Rs. Lakh)	Duration Contract form to	
11	Affidavit stating that the agency is /has not been black listed by Centre/State Government/PSU (Attach copy)				
12	Number of similar assignments; Manpower to Govt./private/PSU in last 5 years by the Agency (Attach Copy)				
13	List of other clients				

Seal

Signature of authorized person
Full Name:

Dated:

Place:

ANNEXURE-II

FINANCIAL BID

(To be enclosed in a separate sealed envelope) For providing manpower for security related jobs in the
O/o JOT, Panipat Range, Panipat.

Name of tendering Service Provider Company/Firm/Agency

1. Rate quoted should not be less than the minimum wages as applicable in the Minimum wages Act, 1948 applicable in Panipat District & other relevant by laws applicable (plus all statutory liabilities, taxes, levies, cess etc.)

Sr. No.	Component of Rate	Total Amount payable per person per month
1	Monthly Rate (not less than Minimum Wages as applicable in Panipat District.)	
2	Contractors Administrative/Services Charges (including Uniform charges)	
3	Other statutory liabilities (pi. Indicate their name and amount payable) (i) (ii) (iii) (iv)	
4	Taxes as applicable	

Total (Column 1 to 4)

Seal

Signature of authorized person
Full Name:

Dated:

Place:

2. The manpower may also be called upon to perform duties beyond normal shift hours on working days and even on Saturday, Sunday and other gazetted holidays, if required.

Notes:-

- The rates quoted by the tendering Agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
- The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.
- The services charges should not be less than 1% in case of individuals and 2% for Firms/Companies/others (i.e. rate of TDS as per Income Tax Act, 1961). In case of zero/lesser services charges the offer will not be considered and the offered bid will be directly rejected as the time of price evaluation. GST/Service Tax may be charged as applicable.
- The manpower employed by the agency shall be required to work normally 8 hours. The manpower may also be called upon the perform duties beyond normal office hours on working day and even on Saturday, Sunday and other gazette Holidays, if required. The maximum limits is per 26 days per person per month and no wages should be claimed beyond 26 days per month per DEO.

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- (a) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, undesirable practice or restrictive practice, as defined in section B of Fraud and corrupt practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; AND
- (b) We hereby certify we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge sheeted by any agency of the Govt, or convicted by a court of Law. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/managers/employees.

Seal

Signature of authorized person
Full Name:

Dated:

Place:

DECLARATION

I, _____ Son/Daughter/wife of Shri
_____ proprietor/Director/ Authorized
signatory of the Agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document; I
have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;

The information/documents furnished along with the above application are true and authentic to the best of my knowledge
and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to
rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Seal

Signature of authorized person
Full Name:

Dated:

Place: