



कार्यालय

अपर आयकर आयुक्त, (ReAC)AU, LUDHIANA, AT SONEPAT आयकर भवन, एटलस रोड, सोनीपत
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F.No.ACIT/HOO/ReAC/Sonepat/2020-21/3579

Dated:- 09 Dec 2020

11/12/20

To

The Deputy Commissioner of Income Tax (HQ.)(Admn.),
O/o the Pr. Chief Commissioner Of Income Tax,
Aayakar Bhawan, Sector-17 E,
NWR, Chandigarh

Respected Sir,

Sub:- Uploading tender for providing manpower (2 MTS, 1 Chowkidar & 1 Sweeper) on Contractual basis on website of O/o the Pr.CCIT, Chandigarh i.e. on www.incometaxchandigarh.org.-.

Kindly refer to the subject mentioned above.

In this regard, it is submitted that this office proposes to invite quotation/tender for providing manpower(2 MTS, 1 Chowkidar & 1 Sweeper) on contractual basis. As per guidelines of the department, it is necessary to upload the same on the website of O/o Pr.CCIT, NWR, Chandigarh. It is, therefore, requested to kindly upload this notice and its enclosures at the earliest.

Yours Faithfully,

(C.M. Meena)

Assistant Commissioner of Income Tax (HOO)
(ReAC)A.U.1(3)1 Ludhiana at Sonepat

Encl.: As above

Eligibility Criteria

The eligibility criteria for service provider:

- a. The Service provider should have been in the business of manpower supply for more than 3 years.
- b. The service provider should have turnover /gross receipt exceeding Rs. 50 lacs in F.Y. 2018-19.
- c. It should have valid PAN Numbers, TAN Numbers and should have been assessed to income tax for last 3 years.
- d. It should be registered under GST, Provident Fund and ESI authorities. Necessary documents in this regard must be filed with the technical bid.
- e. It should not have been blacklisted by any Government Organization.
- f. It should be agreeable to other terms and conditions as per Annexure-I

The eligibility criteria for Unskilled(Casual) Labourers which includes MTS, Sweeper & Watchman:

- a. Unskilled (Casual) Labour should have a good physique and sound health. Preference will be given to those Casual Labours who have knowledge of reading and writing Hindi language.
- b. Unskilled(Casual) MTS should have a good physique and sound health. Preference will be given to those MTS who have knowledge of reading and writing Hindi language and Typing of Hindi and English Languages.

It is further clarified that:-

1. The initial period of contract would be one year.
2. The manpower will have to be supplied by the agency within 3days of award of contract.
3. An earnest money deposit of Rs.50,000/- (Rs.Fifty Thousand Only) in the form of Demand Draft Drawn in favour of the Zonal Accounts Officer, CBDT, Rohtak has to be furnished. The same would be forfeited if the bidder withdraws before finalization of the Bid. The earnest money shall be refunded to the unsuccessful bidders within a week of conclusion of bid process.
4. Rates should be quoted as per DC rates.

The tenders (duly stamped and signed) should be submitted in two sealed covers.

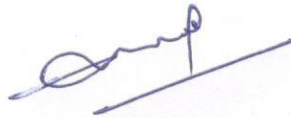
(A)The first sealed cover should be superscripted "Technical Bid" and should contain:

- (i) The proforma at Annexure-II should be duly filed in.
- (ii) Agency profile, including previous experience of manpower supply to Government Department.
- (iii) Acceptance of terms and conditions at Annexute-1.
- (iv) Demand draft for earnest money deposit.
- (v) All other required documents.

(B) The second sealed envelope superscripted "Financial Bid" should contain only rates which is to be quoted on monthly basis for normal duty of as per office hours per person for five days a week. (Annexure-III)

(C) Both the sealed cover should be placed in the main sealed envelope superscripted "Tender for supply of Outsourced Staff". This should reach to the ~~Asst. Commissioner of Income Tax~~ O/o Jt. Commissioner of Income Tax, ~~SONEPAT~~ by post or hand delivered latest by 3:00 Noon on or before ~~20-12-2019~~ 20-12-2020.


5. If the rates/quotations (wages plus the statutory contribution like EPF, ESIC etc.) submitted by any agency are found to be less than the minimum wages notified by the Labour Department, Haryana Government, the bids of such an Agency will not be considered.
6. Financial bid will be opened only when technical bids are found fit by the Tender Committee. The technical bids will be opened by the tender Committee on 20-12-2019 at 3:00 P.M in the presence of the participating bidders who may like to be present.
7. The tender Committee will assess the ability of the agencies to supply requisite number of personnel.
8. The Jt. Commissioner of Income Tax, ~~Sonepat~~ however, reserves its right to reject any or all bids at any stage of bid process without assigning any reason.



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Asstt. Commissioner of Income Tax (HOO)
(ReAC)(AU)-1(3)(1), Ludhiana
at Sonepat

ANNEXURE - II

Sr. No.	Particular	To be filed by the renderer
1.	Name of the Agency	
2.	Detailed of EMD	
	i) Amount	
	ii) Draft No.	
	iii) Date	
	iv) Issuing Bank	
3.	Date of establishment of the agency	
4.	Detailed office address of the agency with office telephone number, fax number and mobile number and name of the contact person.	
5.	Whether registered with all concerned Government Authorities (copies of all certificates of registration to be enclosed).	
6.	PAN/TAN Number (copy to be enclosed)	
7.	Service Tax Registration Number (copy to be enclosed)	
8.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partner anywhere in India.	
9.	Length of experience in the field	
10.	Experience in dealing with Govt. Department.	
11.	Whether a copy of the terms and conditions(Annexure-1), duly signed, in token of acceptance or the same is, attached.	
12.	Whether agency profile is attached.	
13.	List of other clients.	


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ANNEXURE-III

PROFORMA FOR FINANCIAL BID

Category of worker	Wages as per DC Rates	PF @	ESI@	Service Tax	Service charges/ Admn. Charges	Total (Rs.)
	1	2	3	4	5	6
MTS Sweeper & Watchmen						



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TERMS AND CONDITIONS FOR OUTSOURCING OF THE SERVICES

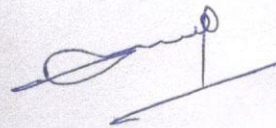
- 1) All services on outsourcing basis shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- 2) The persons supplied by the Agency should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local Police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this Department. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.
- 3) The service provider shall engage necessary number of persons as required by this Department from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and this Department and further the said persons of the service provider shall not claim any employment, engagement or absorption in Department of Legal Affairs, in future.
- 4) The service provider's persons shall not claim any benefit/compensation/absorption/regularization of service from/in this Department under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Department.
- 5) The service provider's personnel shall not divulge or disclose to any persons any details of office operation process, technical know-how, security arrangements, administrative/organization matters as all are confidential/secret in nature.
- 6) The service provider's personnel's should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this Department. The service provider

- The service provider will submit the bill, in triplicate, in respect of a particular month in the first week of the following month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.
- 15) Payments to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider.
 - 16) No wage/remuneration will be paid to any staff for the days of absence from duty.
 - 17) The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of this Department.
 - 18) The service provider shall arrange for 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.
 - 19) The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from this department to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by this Department in fulfillment of the contract from time to time.
 - 20) The Department 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.
 - 21) That the Agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. if this Department suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this Department for the same. The agency shall keep this Department fully indemnified against any such loss or damage.
 - 22) This department will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
 - 23) The successful bidder shall furnish a security deposit equivalent to Rs. 50,000/- (Rupees fifty thousand only) in the form of an account payee

- shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 7) The persons deputed shall not be below the age of 18 years and above 60 years and they shall not interfere with the duties of the employees of the Department.
 - 8) The Department may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable to this Department because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this department.
 - 9) The service provider has to provide photo identity cards ^{& uniform} to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
 - 10) The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
 - 11) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider and the Department shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
 - 12) Working hours would be normally from 9:30 A.M. to 6:00 P.M. during working days including $\frac{1}{2}$ an hour lunch break in between. However, in exigencies of work they may be required to sit late and the personnel may be called on Saturday, Sunday and other Gazetted holidays, if required.
 - 13) That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and this Department shall not incur any liability for any expenditure whatsoever on the persons employed by agency on account of any obligation. The agency will be required to provide particulars of PF, Group Insurance of its employees engaged in this Department. The service provider will produce the copy of payment of EPF, ESI etc. as proof of payment into Govt. A/c along with the Bill of next month.

demand draft drawn in favour of the Zonal Accounts Officer, C.B.D.T, Rohtak payable at Rohtak / deposit Receipt from Commercial bank/ Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of the Department in all respects. The security deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by this department or on non-compliance of the terms of agreement by the service provider or frequent absence from duty / misconduct on the part of manpower supplied by the agency.

- 24) The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on these terms and conditions. The agreement will be valid for a period of one year commencing from date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of this period of one year. Any statutory increase in wages/DA, etc. during this period is to be absorbed by the service provider. The contract/agreement is extendable on one year subject to satisfactory performance of the agency and such amendments as mutually agreed to.
- 25) The service provider shall not assign, transfer, pledge or sub-contract the performance of service without the prior consent of this Department.
- 26) However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages etc. and any amount due to the agency from this Department shall be forfeited by the Department.
- 27) That on the expiry of the agreement as mentioned above, the agency 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 of the agency it shall be the entire responsibility of the agency to pay and settle the same.
- 28) In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Chief Commissioner of Income Tax, Haryana Region, Panchkula whose decision shall be binding on both the parties.



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