

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

आयकर उपायुक्त अंतर)्राष्ट्रीय कराधान(,/Dy. Commissioner of Income Tax, Intl. Taxation, वृत्त - गुरुग्राम/Circle, Gurugram

एच०एस०आई०आई०डी०सी०बिल्डिंग, उधोग मीनार/HSIIDC Building, Udyog Minar, तीसरी मंजिल, उधोग विहार, फेज-V, गुरुग्राम/3rd Floor, Udyog Vihar, Phase-V, Gurugram

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दिनांक: 01/07/2020

# TENDER NOTICE FOR HIRING OF DATA ENTRY OPERATER, SWEEPER AND MTS

The Deputy Commissioner of Income Tax (International Taxation), Gurugram on behalf of the President of India invites quotations in a sealed cover from reputed person/contractors latest by 11:00 A.M of <u>06.07.2020</u> to be opened on 06.07.2020 at 03:30 P.M., for hiring of 01 Data Entry Operators, 01 Sweeper and 02 MTS for the period from 06.07.2020 to 31.03.2021.

The tender documents along with the instructions and terms and conditions can be downloaded from the Department's web site incometaxchandigarh.org. The prospective tenderers are advised to check the eligibility criteria thoroughly before applying for the Tender. The opening date of bids is 06.07.2020 and the bids can be submitted on or before 06.07.2020 by 11:00 A.M after which no bids shall be entertained. The bids should be strictly as per the Annexure II and III. Technical bid will be opened on 06.07.2020 at 03:30 A.M. in the O/o The Deputy Commissioner of Income Tax (International Taxation), Gurugram by the purchase committee duly constituted. The interested vendors may present at above time and date. The Financial Bid of the successful vendors will be opened on the same day immediately after the announcement of technically qualified vendors by the purchase committee. For any clarification regarding terms and conditions of the tender, bidders may contact The Income Tax Officer (International Taxation.), Gurugram O/o The Deputy Commissioner of Income Tax (International Taxation), Gurugram. The contact number of Income Tax Officer, Gurugram is 9013852557.

The Technical bid and Financial bid should be sealed by the bidder in separate covers duly superscribed "TECHNICAL BID - Supply of Man Power" and "FINANCIAL BID - Supply of Man Power" respectively and both the sealed covers are to be put in a bigger cover which should be sealed and duly superscribed as "Tender for Supply of Man Power" addressed to the Deputy Commissioner of Income Tax (International Taxation), Gurugram.

The office reserves the right to amend/withdraw any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason: The decision of the Deputy Commissioner of Income Tax (International Taxation), Gurugram in this regard shall be final and binding on all.

(गौरेष बंसले)

(Gaurav Bansal)

संयुक्त आयकर आयुक्तअंतर्राष्ट्रीय) कराधान(, Jt. CIT(International Taxation)(OSD), ग्रुग्राम - वृत्त,

Circle- Gurugram.

## HIRING OF DATA ENTRY OPERATERS, SWEEPER AND MTS

Sealed tenders are invited for and on behalf of the President of India from experienced and reputed Manpower Agencies for outsourcing of the following services for the O/o The Deputy Commissioner of Income Tax (International Taxation), Gurugram, as detailed below:-

Office	No. of DEO	No. of Sweeper	MTS
Deputy Commissioner of Income Tax (International	01	01	02
Taxation) Gurugram TOTAL	01	01	02

Requirement	Qualification 10.2 from a recognized Board of university
Data Entry Operators No. of Posts - 01	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 Access. MS Excel, Internet etc. Candidates should have Typing Speed of 30 wpm. 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. Graduate candidates will be paid wages in accordance with the minimum wages fixed by the Government of Haryana for Gurugram.
Sweeper No. of Posts - 01	Matric/10 <sup>th</sup> Wages will be paid in accordance with the minimum wages fixed by the Government of Haryana for Gurugram.
MTS No. of Posts - 02	Matric/10 <sup>th</sup> Wages will be paid in accordance with the minimum wages fixed by the Government of Haryana for Gurugram.
Age	Not below 18 years
Experience  Minimum 01 year. Candidates who have worked in government organizations shall be preferred.	

1.	Security Consideration: The persons deployed by the Agency should not have any adverse police record/criminal cases against them. The agency should make adequate enquiries and certify about the character and antecedents of the persons whom they deploy. A copy of the police verification report should be deposited in the O/o the Deputy Commissioner of
	- tit 20 1 - of award of contract
_	the second would be for a period of twelve months i.e. Holli 00.07.2020 to
2.	as a coast 1:1 Contrar outendable by the Directorate maximum for 1 jours swaper
	satisfactory performance of the Agency, with the approval of the competent authority.
	satisfactory performance of the Agency, with the approval of the competent admired
3.	The manpower will have to be supplied by the Agency within 7 days of award of contract.
4.	A THE A THOU AND ONLY OF
	Only those biders who fulfill the following minimum eligibility criteria, should submit their
5.	Only those biders who fulfill the following imminum engages.
	bids:
	bids:  a) The Manpower Agency should have an experience of not less than five years for supply of such
	kind of manpower from the date of opening the Tender.

7.	<ul> <li>b) It should be registered with the concerned Government Authority and a copy of the document/certificate should be attached with the Technical bid.</li> <li>c) It should have PAN and Service Tax Registration Number. A photocopy of which should be attached with the Technical bid.</li> <li>d) It should not have been blacklisted by any organization. Necessary declaration to this effect should be attached with the Technical bid.</li> <li>e) It should be willing to take up the contract on the terms and conditions mentioned at Annexure-1.</li> <li>An Earnest Money Deposit of Rs. 10,000/- (Ten thousand only) in the form of demand draft drawn in favour of the Zonal Account Officer CBDT, Rohtak must be submitted alongwith the</li> </ul>
	technical bid, failing which the bid shall not be considered valid.
8.	
A.	The tender should be submitted in two sealed cover.  The first sealed cover super scribed as "Technical Bid", should contain the following
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(i)	documents:-  The Proforma at Annexure-II, duly filled in along with self-attested relevant document/information.  The Proforma at Annexure-II, duly filled in along with self-attested relevant document/information.
(ii)	Agency profile including previous experience of manpower supply to Govern 2-4
(iii)	Acceptance of terms conditions at Annexure-1.
(iv)	Demand draft of earnest money deposit.
(v)	All other required documents.
В.	The second sealed envelope super scribed as "Financial Bid", should contain only rates for supply of 01 Data Entry Operators, 01 Sweeper and 02 MTS on monthly basis for normal duty of 8 hours per day (excluding lunch of half hour) per person for five days a week (Annexure-III).
C.	Both the sealed covers should be placed in the main sealed envelope super scribed tender for supply of 01 Data Entry Operators, 01 Sweeper and 02 MTS. This should be addressed to the Deputy Commissioner of Income Tax (International Taxation), Gurugram, Aayakar Bhawan, HSIIDC Building, Udhyog Vihar, Phase 5, Gurugram-122002 and sent by post or by hand delivered latest by 11:00 A.M on 06.07.2020.
9.	The technical bids will be opened by the purchase committee at 03:30 P.M on 06.07.2020 in the Office of Deputy Commissioner of Income Tax (International Taxation), Gurugram in the presence of one member of each participating bidder, who may like to be present. The technical evaluation committee will assesses the ability of agencies to supply requisite number of personnel in different category based on its record, profile and on such others criteria as it may fix and only those found fit will be eligible for financial bid opening. The financial bids shall be opened immediately after announcement of successful candidate at the stage of evaluation of technical bids.

(गौरव बंसल)

(Gaurav Bansal) संयुक्त आयकर आयुक्तअंतर्राष्ट्रीय) कराधान(, Jt. CIT(International Taxation)(OSD), गुरुग्राम - वृत्त,

Circle- Gurugram.

### TERMS AND CONDITIONS

- 1. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for the category.
- 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 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 the Directorate. The Firm Agency will not charge any registration fee from each new contact (Daily wages) employee at the time of initial engagement.
- 3. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
- 4. The Service Provider shall withdraw such employees who are not found suitable by the Deputy Commissioner of Income Tax (International Taxation), Gurugram for any reasons immediately on receipt of such a request from the Deputy Commissioner of Income Tax (International Taxation), Gurugram.
- The service provider shall engage necessary persons as required by this Directorate 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 every month through ECS and provide a proof of doing so to the Directorate. The Company/Firm Agency 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 Deputy Commissioner of Income Tax (International Taxation), Gurugram and further that the said persons of the service provider shall not claim any absorption in the Deputy Commissioner of Income Tax (International Taxation), Gurugram, on any ground whatsoever.
- 6. The service provider's personnel's shall not. Claim any benefit/compensation/absorption/regularization of services from/ in Deputy Commissioner of Income Tax (International Taxation), Gurugram under the provision of Industrial Disputes Act.1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking front the persons to this effect shall be submitted by the service provider to the Deputy Commissioner of Income Tax (International Taxation), Gurugram
- 7. The service providers personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organisational matters as all these matters are of confidential/secret nature.
- 8. 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 Deputy Commissioner of Income Tax (International Taxation),

- Gurugram. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by the Agency.
- 9. 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 the Deputy Commissioner of Income Tax (International Taxation), Gurugram.
- 10. The Deputy Commissioner of Income Tax (International Taxation), Gurugram 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
- 11. 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.
- 12. The service provide shall ensure proper conduct of their persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- 13. 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.
- 14. Working hours for Data Entry Operators would normally be 8 ½ hours per day from 9.30 AM to 6.00 PM during working days including half an hour lunch break in between and for Security Guards, it would be in three shifts of 8 hours each in a day. However, in exigencies of work, they may be required to sit late and personnel may be called on Saturday, Sunday and other gazette holidays, if required. They may be paid extra wages as per the rates approved.
- 15. 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 legislation as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act etc. and the Deputy Commissioner of Income Tax (International Taxation), Gurugram shall not incur any liability of the service provider for any expenditure whatsoever on the persons employed by the agency on account of any such statutory obligation. The agency will have to provide particulars of EPF, ESI of its employees engaged in the Deputy Commissioner of Income Tax (International Taxation), Gurugram on monthly basis, along with bill submitted by them.
- 16. 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 deductible at source under the laws in force.
- 17. 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 preferred by the service provider.
- 18. No wage/remuneration will be paid to any person for the days of absence from duty.

- 19. 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. Deputy Commissioner of Income Tax (International Taxation), Gurugram.
- 20. 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.
- 21. The service provider shall be contactable at all times and message sent by phone/e-mail/whatsapp/Special Messenger from Deputy Commissioner of Income Tax (International Taxation), Gurugram to the service provider shall be acknowledged immediately on receipt, on the same day. The service provider shall strictly observe the instruction issued by the Deputy Commissioner of Income Tax (International Taxation), Gurugram in fulfillment of the contract from time to time.
- 22. The Deputy Commissioner of Income Tax (International Taxation), Gurugram 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.
- That the agency 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 Deputy Commissioner of Income Tax (International Taxation), Gurugram 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 the Deputy Commissioner of Income Tax (International Taxation), Gurugram for the same. The agency shall keep the Deputy Commissioner of Income Tax (International Taxation), Gurugram fully indemnified against any such loss or damage.
- 24. The Deputy Commissioner of Income Tax (International Taxation), Gurugram shall maintain an attendance registers 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.
- 25. The successful bidder shall furnish a performance Security Deposit of Rs.10,000/- in the form of Fixed Deposit Receipt from a commercial bank/bank guarantee from a commercial bank in any acceptable form, safeguarding the interest of the Deputy Commissioner of Income Tax (International Taxation), Gurugram. The security deposit shall remain valid for a period of sixty 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 the Deputy Commissioner of Income Tax (International Taxation), Gurugram or noncompliance of theterms of agreement by the service provider or frequent absence from duty/ misconducton the part of manpower supplied by the Agency.
- 26. The successful bidder will enter into an agreement with this Directorate for supply of suitable and qualified manpower as per requirement of this Directorate on these terms and conditions. The agreement will be valid for a period of 12 months from the date of contract and shall continue to be in force in the same manner, unless terminated in writing. The charges quoted by the agency (SI.No-3 of Annexure, III) shall be fixed for a period of 12 months and no request for any change/modification shall be entertained before expiry of the period of 12 months. However, in case the contact has been given at minimum wages, the minimum wages will be revised so that the same is not less than the

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minimum wages decided by the Government of Haryana for Gurugram from time to time. The contract will be awarded @ D.C Rate fixed from time to time. The service charge @ 2% of basic wages/charge will be allowed to the vendor.

- 27. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this Directorate.
- 28. The agency shall disburse the monthly salary of the workers before 7th Day of the succeeding month.
- 29. 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 months wages etc. and any amount due to the agency form the Deputy Commissioner of Income Tax (International Taxation), Gurugram shall be forfeited.
- 30. 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,
- 31. In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Deputy Commissioner of Income Tax (International Taxation), Gurugram whose decision shall be binding on both the parties.
- 32. The Agency 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 agency at their cost and risk, during the remaining period of contract.
- 33. No interest will be paid to you if the payment is delayed from this office.
- 34. In case of deficiency of services a penal charge @ 1000 per day for per person will be deducted from the payment.
- 35. The agreement has been entered into for a period of 01 Year and renewal will be subject to satisfactory service. However, the agreement can be terminated by the Department if the service is not found satisfactory by giving 30 days notice in advance to the vendor. Similarly, the vendor can also terminate this agreement by giving notice in 30 days in advance to the Department. The Agreement may be renewed based services of the vendor and good conduct of staff.
- 36. Any other matter during the period of this agreement, which has not been specifically covered by this agreement, shall be decided by the Department, whose decision shall be final and conclusive.
- 37. All disputes arising out of this agreement shall be subject to jurisdiction of the local court.

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### Annexure-II

Sr.No.	Particulars	To be filled by the Tendered
1.	Name of the Agency	
2.	Details of EMD	
	Amount	
	Draft No.	
	Date	
	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 (copy of all certificates of registration to be enclosed	
6.	PAN(copy to be enclosed)	
7.	Service Tax Registration Number (copy to be enclosed	
7A.	Registration/License No. under Contract Labour (Regulation & Abolition) Act, 1970	
8.	Whether the firm is blacklisted by any government Department or any criminal case is registered against the firm or its owner/partners anywhere in India (If No, an undertaking to this effect is to attached in this regard)	
9.	Length of experience in the field.	
10.	Experience in dealing with Govt. Departments (indicate the names of the Department and years of dealing with those Departments and attach copies of contracts orders placed on	
	the agency).	
11.	Whether a copy of their terms and conditions (Annexure-1, duly signed, in token of acceptance of the same, is attached.	
12.	Whether agency profile is attached?	
13.	List of other clients.	

(Signature) with date



1. Name Compar	of the tendering y/Firm/Agency		Annexure-III	
	ls of Earnest deposit Rs. 30,000/-			
Name o Branch	f the Bank & s per person per month (8 hours excluding 1/2) for Intermediate and 1	/2 hour lunch) is		
	Component of Rate	Amount in Rupees		
CNO	Component of Rafe	Amount	n Rupees	
S.No.	Component of Rate	Intermediate	Graduate	
	Daily wage rate (Not less than		Graduate	
*1.			Graduate	
*1.	Daily wage rate (Not less than minimum wages as per MWA, 1948.  Employees Provident Fund as per applicable rates.  Employees State Insurance as per		Graduate	
*1.	Daily wage rate (Not less than minimum wages as per MWA, 1948.  Employees Provident Fund as per applicable rates.		Graduate	
*1.	Daily wage rate (Not less than minimum wages as per MWA, 1948.  Employees Provident Fund as per applicable rates.  Employees State Insurance as per applicable rates.  Service Tax Liability as per applicable		Graduate Graduate	

Total (Column 1	l to	6	above)	)
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Signat	ture of authorized person:
	Full Name
	Office Seal
-	

Date: Place:

<sup>\*</sup>Rates quoted should be equal to or more than the minimum wages prescribed under Minimum Wages Act, 1948 as applicable in Gurugram.

\*\*Contractor's Administration/Service charges cannot be "NIL" or "Zero".