



सत्यमेव जयते

कार्यालय प्रधान आयकर आयुक्त (केंद्रीय), गुरुग्राम  
**OFFICE OF PRINCIPAL COMMISSIONER OF INCOME TAX (CENTRAL), GURUGRAM**  
सातवॉ तल, एच. एस. आई. आई. डी. सी. बिल्डिंग, उद्योग विहार, फेज-5, गुरुग्राम  
**7<sup>th</sup> FLOOR, HSIIDC BUILDING, UDYOG VIHAR, PHASE-V, GURUGRAM**  
Ph. No. - 0124-2450051, Fax-2450097  
Email id:-Gurgaon.pcit.cen@incometax.gov.in

F.No: Pr. CIT(C)/GGM/2021-22/ 726

Dated: 23.06.2021

29

To,

The Additional Commissioner of Income Tax(Hq.)(Admn.)  
O/o The Pr. Chief Commissioner of Income Tax  
NWR, Chandigarh.

Sir,

Subject : Uploading of Tender Notice and its enclosures for procurement of  
manpower services on the website of Pr.CCIT, NWR, Chandigarh-  
regarding

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Kindly refer the above subject.

2. In this regard, I am directed to enclose herewith a copy of Tender Notice along with terms and conditions & Annexures for procurement of services of manpower (outsourcing) for uploading on the departmental websites as per extant guidelines and below mentioned requirements.

S No.	Name of the office	Required contractual manpower			
		DEO	MTS	Sweeper	Guard
1	O/o CIT(A)-3, Gurugram	1	1	1	1
	Total	1	1	1	1

Yours faithfully

Encl: as above

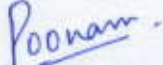
Poonam

(Poonam Dhawal)  
Administrative Officer(DDO)( Central)  
O/o Pr. Commissioner of Income Tax(Central)  
Gurugram.

INVITING TENDER NOTICE FOR 01 DATA ENTRY OPERATOR, 01 MTS-  
cum-PEON, 01 SWEEPER AND 01 GUARD

Commissioner of Income Tax(Appeal)-3, Gurugram, invites sealed tenders/quotations for providing **01 Data Entry Operator and 01 MTS-cum Peon, 01 Sweeper and 01 Guard**. Tenders may be submitted in sealed cover to the office of Principal Commissioner of Income Tax(Central), Gurugram on working days during office hours. The Department reserves the right to accept or reject any tender and its decision shall be final. The last date of submission of the tenders is 14<sup>th</sup> July, 2021 at 01:00 PM. Bids will be opened in the office of the Principal Commissioner of Income Tax(Central), Gurugram in the presence of one representative of each of the bidders who wished to be present on 14<sup>th</sup> July, 2021 at 4:00 PM.

**Note : Tenders will be accepted in the prescribed format only otherwise the same will be rejected.**

  
(Poonam Dhawal)  
Administrative Officer(DDO)  
O/o Pr. Commissioner of Income Tax(Central)  
Gurugram.

### HIRING OF DATA ENTRY OPERATORS, MTS CUM PEON AND SWEEPER

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 Commissioner of Income Tax(Appeal)-3, Gurugram, as detailed below:-

Office	No. of DEO	No. of MTS cum peon	Sweeper	Guard
O/o The Commissioner of Income Tax(Appeal)-3, Gurugram	01	01	01	01
<b>TOTAL</b>	<b>01</b>	<b>01</b>	<b>01</b>	<b>01</b>

Requirement	Qualification
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.
MTS cum Peon 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.
Sweeper No. of Posts - 01	No Qualification Wages will be paid in accordance with the minimum wages fixed by the Government of Haryana for Gurugram.
Guard 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.
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 Asstt. Commissioner of Income Tax(Central)(Hq.), Gurugram within 30 days of award of contract.**
2. The initial period of contract would be for a period of eight months i.e. from 01.08.2021 to 31.03.2022 which further extendable by the office maximum for 1 years subject to satisfactory performance of the Agency, with the approval of the competent authority.
3. The manpower will have to be supplied by the Agency within 7 days of award of contract.
4. **Terms and conditions: As per Annexure I.**

5.	<p>Only those bidders who fulfill the following minimum eligibility criteria, should submit their bids:</p> <p>a) <i>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.</i></p> <p>b) <i>It should be registered with the concerned Government Authority and a copy of the document/certificate should be attached with the Technical bid.</i></p> <p>c) <i>It should have PAN and Service Tax Registration Number. A photocopy of which should be attached with the Technical bid.</i></p> <p>d) <i>It should not have been blacklisted by any organization. Necessary declaration to this effect should be attached with the Technical bid.</i></p> <p>e) <i>It should be willing to take up the contract on the terms and conditions mentioned at Annexure-I.</i></p>
7.	An Earnest Money Deposit of <b>Rs. 10,000/- (Ten thousand only)</b> in the form of demand draft drawn in favour of the Zonal Account Officer CBDT, Rohtak must be submitted along with the technical bid, failing which the bid shall not be considered valid.
8.	<b>The tender should be submitted in two sealed cover.</b>
A.	The first sealed cover super scribed as "Technical Bid", should contain the following documents:-
(i)	<i>The Proforma at Annexure-II, duly filled in alongwith self-attested relevant document/information.</i>
(ii)	<i>Agency profile including previous experience of manpower supply to Govt. Department, etc.</i>
(iii)	<i>Acceptance of terms conditions at Annexure-I.</i>
(iv)	<i>Demand draft of earnest money deposit.</i>
(v)	<i>All other required documents.</i>
B.	The second sealed envelope super scribed as " Financial Bid", should contain only rates for supply of 01 Data Entry Operators, 01 MTS cum Peon, 01 Sweeper and 01 Guard on <b>monthly basis</b> for normal duty of 8 hours per day (excluding lunch of half hour) per person <b>on all working days as per requirement.</b>
C.	Both the sealed covers should be placed in the main sealed envelope super scribed "tender for supply of 01 Data Entry Operators, 01 MTS cum Peon, 01 sweeper and 01 Guard. This should be addressed to The Pr. Commissioner of Income Tax(Central), Gurugram, Aayakar Bhawan, HSIIDC Building, Udhog Vihar, Phase 5, Gurugram-122016 and sent by post or by hand delivered latest by 01:00 P.M on 14.07.2021.
9.	The technical bids will be opened by the purchase committee at 04:00 P.M on 14.07.2021 in the Office of The Pr. Commissioner of Income Tax(Central), 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.

*Poonam*

(Poonam Dhawal)

Administrative Officer(DDO)

O/o Pr. Commissioner of Income Tax(Central)

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 Commissioner of Income Tax(Appeal)-3, Gurugram for any reasons immediately on receipt of such a request from The Commissioner of Income Tax(Appeal)-3, Gurugram.
5. 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 every month through ECS and provide a proof of doing so to the Office. 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 Commissioner of Income Tax(Appeal)-3, Gurugram and further that the said persons of the service provider shall not claim any absorption in O/o The Commissioner of Income Tax(Appeal)-3, Gurugram, on any ground whatsoever.
6. The service provider's personnel's shall not claim any benefit/compensation/absorption/regularization of services from/ in O/o The Commissioner of Income Tax(Appeal)-3, Gurugram under the provision of Industrial Disputes Act. 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to The Commissioner of Income Tax(Appeal)-3, 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 Commissioner of Income Tax (Appeal)-3, Gurugram.


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 O/o The Commissioner of Income Tax(Appeal)-3, Gurugram
10. The Commissioner of Income Tax(Appeal)-3, 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.
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. The Commissioner of Income Tax(Appeal)-3, 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 O/o The Commissioner of Income Tax(Appeal)-3, 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. The Commissioner of Income Tax(Appeal)-3, 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 The Commissioner of Income Tax(Appeal)-3, 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 Commissioner of Income Tax(Appeal)-3, Gurugram in fulfillment of the contract from time to time.
22. The Commissioner of Income Tax(Appeal)-3, 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.
23. 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 Commissioner of Income Tax(Appeal)-3, 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 The Commissioner of Income Tax(Appeal)-3, Gurugram for the same. The agency shall keep The Commissioner of Income Tax(Appeal)-3, Gurugram fully indemnified against any such loss or damage.
24. O/o The Commissioner of Income Tax(Appeal)-3, 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.2,00,000/- 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 Commissioner of Income Tax(Appeal)-3, 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 Commissioner of Income Tax(Appeal)-3, Gurugram or 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.**
26. 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 a period of eight months from the date of

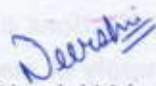
contract and shall continue to be in force in the same manner, unless terminated in writing. The charges quoted by the agency (Sl.No-3 of Annexure, III) shall be fixed for a period of contract and no request for any change/modification shall be entertained before expiry of the period of twenty one months. 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 minimum wages decided by the Government of Haryana for Gurugram from time to time.

27. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this Office.
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 from The Commissioner of Income Tax(Appeal)-3, 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 The Commissioner of Income Tax(Appeal)-3, Gurugram whose decision shall be binding on both the parties.
32. The Agency shall submit their bills on next 5<sup>th</sup> of every completed month otherwise bill payment will be made in the next month.
33. 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.
34. **The service provider should strictly follow all the conditions and regulations laid in The Haryana State Employment of Local Candidates Act 2020 dated 02<sup>nd</sup> March 2021.**

  
(Praveen Kumar)  
ACIT(Central)(Hq.)  
Chairman

  
(Veena Rani)  
ITO(Tech.)(Central)  
Member Secretary

  
(Poonam Dhawal)  
A.O.(Central)  
Member

  
(Neershri Mahar)  
Inspector  
O/o CIT(Appeal)-3  
Member



## 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.	
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Sl. No.	Particulars	Date
1	All India Agency	
		(Signature) with date
	Amount	
	Date to	
	Date	
	Issuing Bank	
2	Date of establishment of the agency	
3	Detailed office orders of the Agency with office telephone number, fax number and mobile number and name of the contact person	
4	Whether registered with all concerned Government Authorities (copy of all certificates of registration to be enclosed)	
5	SME (copy to be enclosed)	
6	Service Tax Registration Number (copy to be enclosed)	
7A	Registration/ license No. under Contract Labour (Regulation & Abolition) Act, 1970	
8	Whether the firm is declared as any government department or any financial case is registered against the firm or is over-registered elsewhere in India (If the firm is over-registered elsewhere in India, the details of such registration to be stated in the report)	
9	Length of experience in the field	
10	Experience in dealing with Govt. Departments (indicate the name of the Department and year of dealing with Govt. Departments and other types of contracts or work done on the agency)	
11	Whether a copy of their terms and conditions (Annexure-2) has been signed in favour of acceptance by the owner of the work	
12	Whether agency profile is enclosed	

1. Name of the tendering Company/Firm/Agency.....

2. Details of Earnest deposit Rs. 10,000/-

DD/PO No.&

Date.....

Name of the Bank & Branch.....

3. Rates per person per month (8 hours excluding 1/2 hour lunch) is

Rs.....for Intermediate and Rs..... for Graduate.

S.No.	Component of Rate	Amount in Rupees	
		Intermediate	Graduate
*1.	Daily wage rate (Not less than minimum wages as per MWA, 1948.		
2.	Employer's Provident Fund as per applicable rates.		
3.	Employees State Insurance as per applicable rates.		
4.	GST Liability as per applicable rates.		
5.	Any other statutory or legal liability (Please indicate		
**6.	Contractors Admn/Service charge		

Total (Column 1 to 6 above)

Signature of authorized person:

Full Name.....

Office Seal.....

Date:

Place:

\*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".

Sl. No.	Components of Rate	Amount in Rupees	
		Minimum	Maximum
1	Minimum wage as per MWA 1948		
2	Employer's Provident Fund or Gratuity		
3	Employer's State Insurance as per applicable rates		
4	ESI facility as per applicable rates		
5	Any other statutory or legal liability (These include)		
6	Contractor's Administration/Service charge		

Total (Column 2 to 5 above)

Signature of authorized person

For Name

Office Seal

Date

Place