



भारत सरकार
GOVERNMENT OF INDIA
सत्यमेव जयते

आयकर विभाग//INCOME TAX DEPARTMENT

कार्यालय: आयकर आयुक्त (डी आर.१) (आईटीएटी), आयकर भवन,
चौथी मंजिल, हिमालय मार्ग, सेक्टर-17 ई, चंडीगढ़ 160017 (ए.टी.)

Office of the Commissioner of Income Tax (DR-1)(ITAT),
Aayakar Bhawan, Fourth Floor, Himalaya Marg, Sector-17 E,
Chandigarh - 160017(U.T.)

Tel: 0172-2544384 Fax: 0172-2544305

F.No. CIT(DR-1)/(ITAT)/CHD/Tender/2019-20/438

Dated: 9th July 2019
10

To

The Pr. Chief Commissioner of Income Tax,
N.W. Region, Chandigarh.

{Kind Attn.: DCIT, HQ (Admn.)}

Madam,

**Sub.: Uploading of following E-tender on website i.e.
www.ccitnwr-cps.org- Regarding-**

Kindly refer to the above.

2. In this regard I have been directed to request you that the following e-tenders may kindly be uploaded on department website i.e. www.ccitnwr-cps.org. The soft copy of these tenders have already been submitted on dcithqadm@gmail.com.

- i) For up-keep cleanliness and sanitation for Aayakar Bhawan, Sector 17E, Chandigarh and the area within the boundary wall/compound and Guest House;
- ii) Hiring of Two Operation Vehicles;
- iii) Hiring of services of DEOs/Typists/MTS/Peon/ Gardeners and Potted plants.

Encl.: As above

कार्यालय प्रमुख मुख्य आयकर आयुक्त उ०प्र० क्षेत्र, चण्डीगढ़ प्राप्ति संख्या / Receipt No. _____
10 JUL 2019
Office of the Principal Chief Commissioner of Income Tax N. W. Region, Chandigarh

Yours faithfully,

(Vijander Kumar)
Income Tax Officer (HQ)
O/o The CIT (DR-1), ITAT,
Chandigarh.



भारत सरकार
GOVERNMENT OF INDIA
सत्यमेव जयते
आयकर विभाग

INCOME TAX DEPARTMENT

कार्यालय: आयकर आयुक्त (डी. आर) (आई.टी.ए.टी.)-1, आयकर भवन,
चौथी मंजिल, हिमालय मार्ग, सेक्टर-17 ई, चंडीगढ़ 160017 (यू.टी.)
Office of the Commissioner of Income Tax (DR)(ITAT)-1,
Aayakar Bhawan, Fourth Floor, Himalaya Marg, Sector-17 E,
Chandigarh - 160017 (U.T.)
Tel: 0172-2544384 Fax: 0172-2544305

F.No. CIT(DR-1)/(ITAT)/CHD/2019-20/

Dated: 9th July 2019

NOTICE FOR PROCUREMENT HIRING OF SERVICES OF DATA ENTRY OPERATORS/ TYPISTS & UNSKILLED MULTI-FUNCTIONAL WORKERS (MTS) THROUGH CONTRACTORS

The office of the Commissioner of Income Tax-DR-1, ITAT Aayakar Bhawan, 4th Floor, Chandigarh invites sealed offers from financially sound and reputed parties engaged in the business of providing services of Data Entry Operators, MTS and for a period of minimum one year, **with contract likely to commence w.e.f 01-07-2019**, for the manpower requirement as detailed below :

Category of workers	Number required
Data Entry Operator/Typist	6
MTS	4
Malis (Gardners)	5
Potted Plants (Indoor & Outdoor including seasonal plants)	

I) DATA ENTRY OPERATORS

1. GENERAL TERMS AND CONDITIONS FOR DATA ENTRY OPERATORS/TYPISTS:

The following qualification should be fulfilled by the Data Entry Operators/Typists :

- The personnel should be a graduate with English as one the subject.
- The personnel should have **minimum speed of typing at 40 wpm in English** and same speed in Hindi preferably though not compulsory. **Knowledge of Shorthand is a must and should possess a certificate in this regard.**

- (c) The person should possess advanced hand on working knowledge of software such as MS Word, MS Excel, MS Power Point etc. Web based networking, Tally and hardware of computer.
- (d) The age of personnel should be between 20 years to 35 years.
- (e) The candidates will be interviewed and tested before deployment in the department.

2. THE NATURE OF DUTIES OF DATA ENTRY OPERATORS/TYPISTS ARE GIVEN BELOW :

The duties of the Data Entry Operators and Typists would broadly include :-

- (a) Typing on MS Word and preparing reports on MS Excel preparing presentation on MS power point.
- (b) Taking dictation and drafting and working in word/excel/any other software used in department.
- (c) Cleaning and keeping in good working condition of computers, printer, fax machine, copies, scanner or any other office equipments being used by them, printing of documents and any other work assigned by the superior authority.
- (d) Any other work assigned to them like assistance to regular staff in carrying of files & other papers with in the building, Physical Maintenance of records of the section, General Cleanliness and upkeep of the section/unit, Assisting in routine office work like, diary, dispatch etc. including on computer, photocopy, sending of Fax etc, Other non-clerical work in the section/unit.

MULTI TASKING SERVICE (PEON)

1. GENERAL TERMS AND CONDITIONS FOR MTS/PEON

- (a) The personnel should have passed 10 +2 (Intermediate) with ability to read and write English and Hindi.
- (b) The age of personnel should be between 20 years to 25 years.
- (c) The candidates will be interviewed and tested before deployment in the department.

2. THE NATURE OF DUTIES OF MTS/PEON ARE GIVEN BELOW:

- (a) Dusting and cleaning of the officer's/staff room to whom attached.
- (b) To attend all official calls of the office staff and other to whom attached.
- (c) To take files from the officer to office and vice versa.
- (d) To take Diary, Log Books, etc. to the desired places as and when required by Officers/Assistants/Section Officers/Diarist, etc.
- (e) To attend to any other official duties as and when required by his official superiors.

III MAALIS (GARDNERS)

GENERAL TERMS & CONDITIONS AND NATURE OF DUTY OF THE MAALIS (GARDNERS)

- i) The Maalis should be fully equipped for 8 hours diligent work for maintenance of lawns and green belt to Aayakar Bhawan, Sector 17 E,

Chandigarh and the area within the boundary wall of the compound, guest house and at any other place/building of the department in Chandigarh.

- ii) The duty hours for the Gardeners would be daily from 9.00 am to 1.00 pm and from 2.00pm to 6.00 pm. They will be allowed one day off preferably Saturday or Sunday on rotation basis.
- iii) The main duties of the gardeners will be the pruning, cutting and dressing of bushes, plants & grass at regular intervals and to remove the waste, dried leaves, mowed grass etc. strictly ensuring no damage to the beauty & aesthetics of the hedges & plants on all sides.

IV POTTED PLANTS (Indoor & Outdoor including seasonal plants)

- i) To provide Indoor/Outdoor potted plants of different sizes and different qualities.
- ii) to provide the services such as watering of the plants daily preferably morning and evening, remove the dead leaves & disposal of waste and dead leaves, twigs, garbage on day to day basis.
- iii) To provide the pots in good condition and will maintain them by coloring it as and when required. The broken pots will be replaced with new ones by the Second Party. The potted plants will be rotated weekly

2. The normal working hours of the DEOs/Typist/MTS/Peon will be from 9:30 hrs to 6:00 hrs, if necessary even on holiday, with ½ hrs lunch time break. The work shall be done on all working days and payment will be made on the basis of attendance. Where necessary DEOs/Typist/MTS/Peon will be required to work even on Saturday, Sunday and any other holidays, as ordered by controlling office .

3. The total number of DEOs/Typist/MTS/Peon deployed shall be at the sole discretion of this office.

4. The personnel, if not found working satisfactorily, must be replaced by the Service provider immediately.

5. The personnel should be punctual and should complete the work assigned to them promptly and meticulously.

6. The personnel should report to the officer in charge assigned by this office.

7. The service provider is responsible for payment of monthly wages to the personnel to be engaged by it in compliance of all the statutory obligations under all related and applicable laws to it from time to time including Contract Labour Act, Minimum wages Act, Employees Provident Fund, ESI Act, Etc. The Service provider should ensure that wages are paid on or before 7th of following month irrespective of the fact that the bill for the month is pending for payment. It is mandatory for the

service provider to pay the prevailing DC rates to the deployed DEOs/Typist/MTS/Peon/Gardeners.

8. All existing statutory regulations of Central Government shall be adhered to by the service provider and all records maintained thereof shall be available for scrutiny by this office. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
9. The bill shall be submitted by the Service Provider on or before 7th of the following month. At the time of submission of bill for payment, the contractor/service provider should submit the proof for the previous payment made towards statutory liabilities. The Service provider shall make only statutory deduction from the wage paid to the personnel. Payments shall be made only to the contracting agency and on monthly basis as per actual services. The contracting agency has to raise invoices in the first week of the next month for the services rendered in the month. The Department shall make the payment according to the availability of funds.
10. The persons engaged by the Contracting Agency/Service Provider will be in the employment of the Contracting Agency/Service Provider only. There will not be any employer-employee relationship between the persons deployment by the contractor and the Income Tax Department.
14. The Contractor/Service provider shall indemnify and keep this office indemnified against all acts or omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
15. All damages caused by the personnel to the property of the office shall be recovered from the Service Provider.
16. This office reserves the right to extend the contract further, on the same terms and conditions subject to satisfactory performance of the Service Provider.
17. This office reserves the right to extend the contract further, on the same terms and conditions subject to satisfactory performance of the Service Provider.
18. No other person except Service Provider's authorized representative shall be allowed to enter the offices.
19. Department/office will not involve in any dispute between the service provider and workers of the service provider.
20. Aadhaar/PAN Numbers of each DEOs/Typist/Peon/Gardeners will be verified by the service provider and they will be allowed to work in this office only after proper police verification. Proper identification card shall be provided by the contractor/bidder to the person deployed as DEOs/Typist/MTS/Peon/Gardeners and it must be ensured that the same are worn to work & ID Cards are displayed on person.

21. The contractor/ bidder shall ensure that workers deployed by it maintain discipline of the highest order and that they restrict themselves to their assigned work only.

22. Any incidence of inappropriate behavior by any of the DEOs/Typist/Peon/Gardeners will lead to breach of agreement and will be sufficient cause for termination of agreement if such person is not removed immediately.

23. Notwithstanding anything contained herein, this office reserves the right to terminate the services of the Contracting Agency/Service provider at any time without giving any notice or reasons whatsoever.

24. The contractor will have to issue wearable photo identity cards of its persons & the DEOs/Typist/Peon will be required to display it all time while in office failing which the person may be asked to leave the premises & penalty of Rs.100/- on each instance of failure will be levied.

Conditions to be satisfied by the contractor :

- The contractor should preferably be resident of Tri-city i.e. Chandigarh/Panchkula/Mohali as on date of tender.
- The Service Provider should have at least 5 years similar experience in any government office and the experience certificates should be attached with technical bid. Only Work Completion certificate showing good performance of work need to attached, not the copies of previous agreement made with other departments/PSUs/Autonomous bodies.
- The Service provider should have turnover of at least INR 50 lacs per annum (Receipts under section 194C of Income Tax Act) for last three financial years (FY 2015-16 to 2017-18). The Service Provider must have executed at least a single tender of at least Rs.25 lacs or two tenders of each above Rs.15 lacs in F.Y. 2016-17 to F.Y.2017-18. The receipt/turnover from contracts should be duly substantiated by the Income Tax Returns for the F.Y. 2015-16 to 2017-18.
- The contractor should be registered for compliance of ESI, EPF and Service Tax/GST and Proof needs to be submitted.
- The bidder should have sound financial capacity and minimum capital of Rs.10 lacs as on the date of tender in bank account. A proof in the form of bank statement showing such bank balance must be attached alongwith the technical bid.
- Any financial bid containing zero percent commission rate will be rejected to avoid any fictitious bidder.
- It would be the responsibility of the contractor to make alternate arrangement if for some reason workers/staff is not available. **In case the manpower is not available, no payment will be made for the day for that person, rather a penalty equivalent to cost per day of manpower will be levied and deducted from the monthly bill.**

- The bills have to be submitted alongwith the acknowledgement/proof of payment. The contractor should also maintain all relevant registers, records and accounts & produce the same to this office as and when required.
- The workers have to be paid for only the number of days they have worked.
- In case there are complaints against any DEOs/Typist/MTS/Peon/Gardeners he/she should be replaced immediately.
- This office could ask the contractor to increase or reduce workers depending on the need on same terms and conditions.
- There shall not be deducted any amount from the payments of data entry operator other than statutory required deductions like PF, ESI etc. Any contractor found asking money in the form of commission or in any other form from data entry operators/typist/peon will be blacklisted and his contract will be terminated. Also any non-statutory deduction from the payments of DEOs/Typist/Peon will lead to termination of contract.

II MODE OF SUBMISSION OF TENDER

1. The e-tenders shall be submitted on website i.e. www.tenderwizard.com/INCOMETAX.
2. The bidders are required to submit two bids, i.e. Technical bid and financial bids, in the prescribed formats i.e. **Annexure-I and II**. In the technical bid, the bidder will provide details about his experience in the field, the other organizations for which he is providing such services, details regarding compliance of statutory laws etc. In the Financial bid, the bidder will submit the quotation for his charges. The service providers will be short listed on the basis of their technical competency after opening of technical bids. Financial bids of only those bidders, who are short listed on the basis of Technical bid will be opened and the bid with lowest quotations among the opened bids will normally be approved.
3. The department has right to relax Technical Qualification in case of sufficient number of quotations would have not received.
4. This office reserves the rights to postpone/and or extent the date of receipt/opening of dates/Quotations or to withdraw the same, without assigning any reason thereof.
5. The service provider are required to submit the complete rates/ Quotations only after satisfying each and every conditions laid down in the terms and conditions.
6. All the rates must be written both in figures and words. Correction if any, are to be made by crossing out, initialing, dating and rewriting. In case of discrepancy between the words and figures, the rates indicated in figures shall prevail. All overwriting /cutting, insertions shall be authenticated and attested.

7. Rates/quotations should be submitted and signed under the seal by the firm with its **current business address**.

8. The contractor/ service provider 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 conditions contained herein and submit the same along with Technical Bid.

9. The contractor/Service provider must comply with the rates/quotations, specification and all terms and conditions of contract. No deviation in the terms and conditions of the contract shall be entertained unless specifically mentioned by the service provider in the rates/quotations and accepted by the department.

10. The last date for receipt of e-tender is 26.07.2019 up to 11:00 A.M.

11. Bids received later than the stipulated date and time will not be considered under any circumstances. This office reserves the rights to reject any tender, even the lowest one without assigning any reasons thereof.

12. The Technical Bid will be opened on 26.07.2019 at 3:00 P.M. and Financial Bid on 26.07.2019 at 04:30 P.M. or at a notified date and time in the O/o Commissioner of Income Tax-DR-1, ITAT ,4th Floor, Aayakar Bhawan, Sector 17E, Chandigarh in the presence of bidders and tender committee.

12. Tender Fee (non-refundable) of Rs.1000/-(One Thousand Only) per application in form of separate Demand Draft/Banker's Cheque of Scheduled Bank in favour of ZAO,CBDT, Chandigarh shall accompany the qualifying bid. Qualifying bids without tender fee will be rejected.

13. The tender details are also available at Notice Board.

14. For any clarification in the matter and/or prior appointment may be made with ITO HQ, (Admn), O/o the Commissioner of Income Tax(ITAT), Chandigarh.

15. In case any successful bidder is found paying lesser than minimum wages, defaulter of EPF/ESI/Income-tax/Labour laws, his contract will be terminated and that bidder will be blacklisted.

III. TECHNICAL CONDITIONS

1. The contractor/bidder should be registered with the appropriate registration authority with regard to providing manpower to the Government offices i.e. State/Union Territory's Labour Department (Enclose copy of registration certificate or Labour License).

2. The contractor /bidder should have at least five years' experience in providing similar services to public sector company/Banks/Government Departments. (Enclose

documentary evidence. A work completion certificate with good feedback from the past service availing departments must be enclosed as proof.

3. The contractor/bidder should have valid service tax registration/ GST and PAN/TAN which is to be quoted in the sealed quotation and it should never be defaulter to make the above payment.

4. The contractor/bidder should be registered with ESIC & EPF authorities and the attested copies of proof thereof should be provided along with the technical bid.

5. The Annual Turnover of the service provider/contractor should not be less than Rs. 50.00 lakhs for each of last three Financial Years 2015-16, 2016-17 and FY 2017-18 and a certified copy of balance sheet and profit and loss account must be enclosed as proof.

6. The Service provider/Contractor must submit copy of Income Tax Returns for A.Y. 2016-17, AY 2017-18 and 2018-19.

IV. FINANCIAL CONDITIONS

1. The contractor will have to specify the amount to be charged by it towards Service charges/commission for providing the DEOs/Typist/Peon/Gardeners. It may be noted that in order to eliminate frivolous bids and disguised charges/deduction from wages of personnel, service providers bidding at 0% commission shall be disqualified

2. In case multiple bidders quoting same rates the competent authority will decide the allocation based upon their capital position and past contract experience with own and other government department/s.

IMPORTANT NOTE

Bidder should ensure that the following documents are part of the **QUALIFYING-cum-TECHNICAL BID**:

1. Annexure -1 (Technical Bid) duly filled. Any column left blank or filled with irrelevant words like "attached" or "Enclosed" instead of exact data asked will make the bid liable for rejection and no claim thereafter will be entertained.

2. Certified Copy of PAN CARD.

3. Certified Copy of Service Tax/GST Registration Certificate.

4. Certified Copy of Registration Certificate with EPF and ESI.

5. Copy of Work Completion certificate/s as Proof of Experience

6. Tender Document (all pages signed with seal).

7. Proof of resident of Chandigarh in case of individual applicants and in case of firms/companies, proof of registered address/branch address in Chandigarh must be enclosed with application failing which bid will be rejected. All those with PAN

jurisdiction in Chandigarh will be treated as residents of Chandigarh while others must enclose the proof of address in Chandigarh in support of their claim in technical bid.

8. Certified Copy of audited Balance Sheet and Profit and loss account for F.Y. 2015-16, 2016-17 and F Y 2017-18 must be enclosed with the technical bid.

9. Copy of bidder's bank statement showing capital position of Rs.10 Lacs as on the date of tender must be enclosed with the technical bid.(This condition is kept to make sure that the bidder is capable of paying salaries to engaged staff in time and deposit EPF/ESI or other statutory liabilities in time).

FINANCIAL BID:

(a) Duly filled in Annexure II and its enclosure.

RATES AND PRICES: The bidder shall quote their PERCENTAGE COMMISSION rates for personnel to be employed per month **(in both words and figures)**.

(-SD/-)

Income Tax Officer, (HQ)

O/o the Commissioner of Income Tax-DR1, ITAT, Chandigarh

QUALIFYING-CUM-TECHNICAL BID DOCUMENT

SI. No.	Particulars	
1	Name of the Party	
2	Complete Address (With Tel No., Fax No.)	
3	Name and Addresses of the Proprietor/ Partners/ Directors (with mobile/Contact no.)	
4	Contact Persons (with mobile no.)	
5	Whether the applicant is resident of Chandigarh/Panchkula/ Mohali as on date of tender? State Yes or No? (Proof Required to be attached if Yes)	
6	No. of years of experience in providing Data entry services (enclose proof such as performance Reports/ Experience Certificate from clients showing good performance)	
7	Whether the applicant has prior experience of providing data entry services to government office? If yes , enclose proof.	
8	Details of Turnover for last three financial years (Enclose copy of balance sheet and profit and loss account showing receipts under section 194C at least 50 Lacs and single contract receipts of not less than Rs.25 Lacs or Two contract receipts of value not less than 15 Lacs each): FY 2017-18 FY 2016-17 FY 2015-16	
9	Permanent Account Number (PAN) (enclose copies of TDS/I/TR)	
10	Details of ESI & EPF registration along with evidence	
11	Details of Service Tax/GST Registration along with evidence.	
12	Whether the bidder has capital of Rs. 10 Lacs as on date? If yes, attached bank statement as proof.	
13	Details of Tender fee : DD/Banker Cheque No. : Bank Name .	Date :
14	Details of EMD : DD/Banker Cheque No. : Bank Name :	Date :

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my knowledge/our knowledge and I have read and understood the terms and conditions contained in the Tender Document. I understand that in case any deviation is found in the above statement at any stage, I/we will be blacklisted and will not have any dealing with the Department in future.
Signature of Authorized signatory with date and seal)

ANNEXURE-I1

FINANCIAL BID DOCUMENT

Sl. No.	Particulars to be furnished	
1	Name of the Party	
2	Address (with Tel No., Fax No.)	
3	Name of the office/Location for Which quoted	
4	Total Percentage of total cost of manpower as Commission (exclusive of Service tax/GST) per month For each Category: a)Data Entry Operator/Typist cum Steno - b) Peon	

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my knowledge/our knowledge and I have read and understood the terms and conditions contained in the Tender Document. I understand that in case any deviation is found in the above statement at any stage, I/we will be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized signatory with date and seal)



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आयकर विभाग

INCOME TAX DEPARTMENT

कार्यालय: आयकर आयुक्त (डी. आर) (आई.टी.ए.टी.)-1, आयकर भवन,
चौथी मंजिल, हिमालय मार्ग, सेक्टर-17 ई, चंडीगढ़ 160017 (यू.टी.)
Office of the Commissioner of Income Tax (DR)(ITAT)-1,
Aayakar Bhawan, Fourth Floor, Himalaya Marg, Sector-17 E,
Chandigarh – 160017(U.T.)
Tel: 0172-2544384 Fax: 0172-2544305

F.No. CIT(DR-1)/(ITAT)/CHD/2019-20/

Dated:

**NOTICE FOR PROCUREMENT HIRING OF SERVICES OF DATA ENTRY OPERATORS/
TYPISTS & UNSKILLED MULTI-FUNCTIONAL WORKERS (MTS) and GARDNERS
AND PROVISION OF POTTED PLANTS THROUGH CONTRACTORS**

The office of the Commissioner of Income Tax (DR-1), ITAT, 4th Floor, Aayakar Bhawan, Sector 17E, Chandigarh invites sealed offers from financially sound and reputed parties engaged in the business of providing services of the following nature, for a period of minimum one year, **with contract likely to commence w.e.f 01-07-2019**, for the manpower/ services requirement as detailed below :

Category of workers	Number required
Data Entry Operator/Typist	6
MTS	4
Malis (Gardners)	5
Potted Plants (Indoor & Outdoor including seasonal plants)	

The last date of receipt of bids is 26.07.2019 (11:00 A.M.) and Technical bids will be opened on 26.07.2019 (03:00 P.M.) and financial bid on 26.07.2019 (04:30PM).

The tender documents alongwith the instructions and terms & conditions can be downloaded from the website www.tenderwizard.com/INCOMETAX. The prospective tenderers are advised to check the eligibility criteria thoroughly before applying for the Tender. Bids will be received through e-tendering only.

The tenderer should register and apply through online mode only on e-Tendering portal www.tenderwizard.com/INCOMETAX. No other mode of application for tender will be entertained. The online bids can be submitted through the e-Tendering portal www.tenderwizard.com/INCOMETAX up to **26.07.2019** till 11:00 AM. **The tender will be initially for a period of One**

year and extendable to another year on satisfactory performance by the tenderer.

The decision upon the bids received shall be communicated to the bidders through online e-Tendering portal only. This 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 reasons. The decision of the Local Tender Committee, Chandigarh in this regard shall be final and binding on all.

Sd/-
Income Tax Officer (HQ),
For Commissioner of Income Tax (DR-1)
ITAT, Chandigarh



भारत सरकार
GOVERNMENT OF INDIA
सत्यमेव जयते
आयकर विभाग

INCOME TAX DEPARTMENT

कार्यालय: आयकर आयुक्त (डी. आर) (आई.टी.ए.टी.)-1, आयकर भवन,
चौथी मंजिल, हिमालय मार्ग, सेक्टर-17 ई, चंडीगढ़ 160017 (यू.टी.)
Office of the Commissioner of Income Tax (DR)(ITAT)-1,
Aayakar Bhawan, Fourth Floor, Himalaya Marg, Sector-17 E,
Chandigarh – 160017(U.T.)

Tel: 0172-2544384 Fax: 0172-2544305

F.No. CIT(DR-1)/(ITAT)/CHD/2019-20/

Dated: 9th July 2019

Notice Inviting Tender

The office of the Commissioner of Income Tax (DR-1), ITAT, Chandigarh invites sealed bids/quotation from financially sound and reputed parties in two bid system (Technical & Financial bid in two separate sealed envelopes contained in one bigger envelope) from reputed, experienced and financially sound Manpower Companies/Firms/Agencies for providing **14 Sweepers** for the work upkeep, cleanliness and sanitation of the Aayakar Bhawan, Sector 17E, Chandigarh and the area within the boundary wall of the compound and guest houses along with all relevant materials for the use of cleanliness & sanitation work for a period of one year, with contract work likely to commence w.e.f. 01.08.2019 (The no of persons required may vary as per requirement).

The tender documents along with instructions and terms & conditions can be downloaded from the web site www.tenderwizard.com/INCOMETAX.

An Earnest Money Deposit of Rupees Twenty Thousand (non-refundable in the case of successful Bidder only) per bid, through a separate Demand Draft, drawn on a Scheduled Bank in favour of ZAO, CBDT, Chandigarh, payable at Chandigarh, shall accompany the qualifying bid. The D.D. of the EMD must be handed over to the ITO (Hq), O/o Commissioner of Income Tax- (DR-1), ITAT, Room No-419, 4th Floor, Sector-17 E, Chandigarh on or before 26-07-2019 before 11.00 am without fail. Qualifying bids without EMD will be rejected.

Last Date & Time for submission of online bids: On or before 26-07-2019 before 11:00 AM
Date & Time of opening of Technical Bid by the Tender Committee. : 3:00PM on 26-07-2019
Date & Time of opening of Financial Bid by the Tender Committee. : 4:30PM on 26-07-2019
Place of opening of Tender Bids : Room No. 419, 4th floor, Aayakar Bhawan, Sector 17-E, Chandigarh.

This 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 Commissioner of Income Tax, (DR-1), ITAT, Aayakar Bhawan, Sector 17E, Chandigarh in this regard shall be final and binding on all.

Sd/-
Income Tax Officer (HQ),
For Commissioner of Income Tax (DR-1)
ITAT, Chandigarh

I. General Terms and conditions for Tenderers

- (i) The office requires the services of a reputed, well established and financially sound Manpower agency/party for the work of upkeep, cleanliness and sanitation for the Aayakar Bhawan, Sector 17E, Chandigarh and the area within the boundary wall of the compound and guest houses for a period of one year from the date of contract (The no of persons required may vary as per requirement).
- (ii) The initial requirement is for 14 sweepers to perform their jobs and the person may be increased or decreased as per basic requirement. The party/tenderer will also provide all the materials required for performing the job of cleanliness / sanitation work.
- (iii) The contract is likely to commence from the date of issue of the Work Order and would ordinarily continue for a period of one year. The period of the contract may be further extended after the completion of contract, provided the requirement of this office for augmenting its present manpower persists at that time or may be curtailed/terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Company /Firm /Agency or induction of regular manpower in this office. This office however, reserves right to terminate the initial contract at any time after giving one week's notice to the selected service providing Company/Firm/Agency.
- (iv) The service provider is responsible for payment of monthly salary including leave salary, bonus, gratuity etc. to the personnel as applicable to them under law. The Service provider should ensure that salaries are paid on time every month.

2. Eligibility of Sweepers :

Age:- 18-40 years

Educational Qualification of the sweeper: He /she must be of sound health (Physically and mentally) and must have passed at least 8th Class , with ability to write and read Hindi/English/Punjabi. It is essential that the antecedents of the workers/manpower are verified by the manpower agency from the local police authorities and the agency should certify the moral character of the workers along with a certificate ensuring that there is no police record for each of the persons. The persons preferably should be stationed/resident of Chandigarh, Panchkula District or Mohali District.

- (i) An Earnest Money Deposit of Rupees Twenty Thousand (non-refundable in the case of successful Bidder only) per bid , through a separate Demand Draft, drawn on a Scheduled Bank in favour of ZAO,CBDT, Chandigarh, payable at Chandigarh , shall accompany the qualifying bid. The D.D. of the EMD must be handed over to the ITO (Hq), O/o Commissioner of Income Tax- (DR-1),ITAT, Room No-419, 4th Floor, Sector-17 E, Chandigarh on or before 26-07-2019 before 11.00 am without fail. Qualifying bids without EMD will be rejected..
- (ii) The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested Agencies are advised to submit two separate bids as provided in the E-tender and as per the requirement of the procedure prescribed for subscribing to the e-tender, uploaded in the web portal.

- (iii) The tendering Company/Firm/Agency is required to upload photocopies of the following documents, duly attested, along with the Technical Bid, failing which their bids shall be summarily / out rightly rejected and will not be considered any further:
- 1) PAN/GIR No. (Attach attested copy)
 - 2) Goods & Service Tax Registration No.
 - 3) E.S.I. Registration No. (Attach attested copy)
 - 4) Documents showing completing at least one service contract of value not less than Rs. 25 Lakh per annum or at least two services Contract of value not less than Rs.15 Lakh per annum related to providing Manpower resources in a single contract.
 - 5) Details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last two years.
 - 6) Affidavit worth Rs.100/- stating that the agency is/has not been black listed by Centre/ State Government/PSU (Attach attested copy)
 - 7) Number of similar assignments; Manpower provided to public/private/ PSU in last 5 years by the Agency
 - 8) Certified document in support of financial turnover of the agency being not less than Rs.35 lakh per year for the last three years (FY 2015-16 to 2017-18). The receipt/turnover of the Service Provider should be duly substantiated by the Income Tax Returns for the F.Y. 2015-16, 2016-17 and 2017-18.
- (iv) Conditional bids shall not be considered and will be out rightly rejected at the very first instance.
- (v) All entries in the tender bid form where ever applicable, should be legible and filled clearly.
- (vi) The Technical Bid shall be opened first on the scheduled date and time, in the Room No. 419, 4th Floor, Aayakar Bhawan, Sector 17E, Chandigarh in the presence of the representatives of the Company/Firm/Agency, if any, who wish to be present on the spot at that time. The Technical Bids shall be evaluated by the Local Tender Committee, O/o the Commissioner of Income Tax, (DR-1), ITAT, Chandigarh. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on the scheduled date and time in presence of short listed tenders or their authorized representatives.
- (vii) The competent authority of Office of the Commissioner of Income tax, (DR-1), ITAT, Chandigarh, reserves the right to annul any or all bids without assigning any reason.
- (viii) The bidder shall quote the technical & financial bids as per the format available at the web portal,

II. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM / AGENCY

The tendering Service Provider Company/Firm/Agency should fulfil the following technical specifications:

1. The Registered Office or one of the Branch Offices of the Service Provider Company/Firm/Agency should be preferably located within the Municipal limits of Chandigarh/Mohali/Panchkula.
2. The Service Provider Company/Firm/Agency should be registered with the appropriate registration authority & GST Authorities.
3. Service Provider Company/Firm/Agency should have at least five years" experience in providing manpower to private and/or public sector Company/ Banks and Government Departments etc.
4. Service Provider Company / Firm / Agency should have its own Bank A/c.
5. Service Provider Company/Firm/Agency should exist on the records of Income Tax and Goods & Service Tax Departments.
6. Service Provider Company/Firm/Agency should be registered with appropriate authorities under Employees State Insurance Acts.
7. The Service Provider Company/Firm/Agency should have completed at least one service contract of value not less than Rs.25 lakh per annum or completed at least two service contracts of value not less than Rs.15 lakh per annum related to providing human resources in a single contract. Form 26AS should also be attached in support of this. It may please be noted that the receipts shown in Form -26AS under section 194C will only be treated for this purpose.
8. The Service Provider Company/Firm/Agency must have a turnover of Rs.35 lakh per year (Receipts under section 194C of Income Tax Act) for last three financial years (FY 2015-16 to 2017-18).
9. The Service Provider Company/Firm/Agency shall submit affidavit stating that the agency is/has not been black listed by Central Government/State Government/any PSU.
10. Any financial bid containing unreasonable rate for the work to be done, in the view of the Local Tender Committee, will be rejected to avoid any fictitious bidder.

Noncompliance with any of the above conditions by the Service Provider Company / Firm / Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.

III. OTHER TERMS AND CONDITIONS

A. General

- (i) The contract is likely to commence from the date of issue of Work Order and shall continue normally for a period of one year, unless it is curtailed or terminated by this Office owing to deficiency of service, sub-standard quality of Personnel deployed, breach of contract, reduction or cessation of the requirements of work, insubordination and dereliction of duty.
- (ii) The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting Agency and this Office.
- (iii) The contract may be extended, on the same terms and conditions or with some addition/deletion/modification for a further period not exceeding one year at the sole discretion of the Commissioner of Income Tax, (DR-1), ITAT , Chandigarh.
- (iv) The contracting Company/Firm/Agency will be required to pay minimum wages as prescribed. The contracting agency will maintain proper records as required under the Law/Acts. It shall be the duty of the contracting company/agency to enhance the wages of the employees subject to any statutory obligation/raise from time to time as instructed by authorities concerned in this behalf. However such statutory enhancement shall be claimed from the department by the contracting agency on furnishing documentary proof of payment of such amount to it employees and this enhancement/raise shall be deemed to be agreed upon between the department and contracting agency/company.
- (v) The requirement of this office may further increase or decrease during the period of contract and the contracting agency would have to provide additional Attendants, if required on the same terms and conditions.
- (vi) The contracting Company/Firm/Agency 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.
- (vii) The tenderer will be bound by the details furnished by it to this Office, while submitting the tender bid or at any subsequent stage. In case any of the documents uploaded/ furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract, making the tenderer liable for legal action besides the termination/cancellation of contract, legal action for damages at the sole discretion of O/o Commissioner of Income Tax, (DR-1), ITAT, Chandigarh. And in such eventuality, the security amount tendered shall be liable to be forfeited.
- (viii) Financial bids of only those tenderers who are declared qualified technically shall be evaluated.
- (ix) The Office of the Commissioner of Income tax, (DR-1),ITAT, Aayakar Bhawan, Sector 17-E, Chandigarh reserves the right to terminate the contract at any time or without giving any notice.
- (x) The contracting Agency shall ensure that the manpower deployed in the Office of the Commissioner of Income tax, (DR-1), ITAT, Aayakar Bhawan, Sector 17-E, Chandigarh conforms to the eligibility conditions of age, education and any other qualification as specified in the contract.

(xi) The contracting Company/Firm/Agency shall furnish the following documents in respect of the persons who will be deployed by it in this Department before the commencement of work.

- a) List of persons shortlisted by Agency for deployment in the Office of the Pr. Chief Commissioner of Income tax, NWR, Aayakar Bhawan, Sector 17-E, Chandigarh containing full details i.e. date of birth, marital status, address, educational and professional qualification, experience 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.

(xii) In case, the person employed by the successful Company/Firm/Agency performs any act of omission/commission that amounts to misconduct /indiscipline/incompetence and security risks, the successful Company /Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the Office immediately after being brought to their notice.

(xiii) The service provider shall provide identity cards to the personnel deployed in the Office carrying the photograph of the personnel and personal information including name, date of birth, designation and identification mark etc.

(xiv) The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the Office.

(xv) The service provider shall ensure proper conduct of its personnel in office premises, maintain strict discipline in and around the office premises and enforce prohibition of consumption of alcoholic drinks, chewing pan, smoking, loitering without work etc. or consuming any other intoxicant substance, food or drink during the work hours / being on duty to maintain discipline and office decorum.

(xvi) The Agency shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the Office of the Commissioner of Income Tax (DR-1), ITAT, Chandigarh so that optimal services of the persons deployed by the agency could be availed without any disruption. However the office of CIT (DR-1) ITAT, Chandigarh shall be fully competent and empowered to remove any indiscipline personnel/staff from its premises if his/her behaviour is not up to mark, immoral and / or his /her presence is prejudicial / embarrassing to the department.

(xvii) The selected Agency shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs. 100 per day (per such case) on the service providing Agency, besides deduction in payment on pro- rata basis.

(xviii) 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.

(xix) 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 the Office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against the Office of the Commissioner of Income tax (DR-1), Chandigarh.

(xx) The service providing Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. This Office shall, in no way, be responsible for settlement of such issues whatsoever as this office shall have no privates of contract with the work force.

(xxi) This Office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing Agency in the course of their performing the functions/duties, or for payment towards any compensation.

(xxii) The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/confirmed employees of this Office during the currency or after expiry of the contract. That any issue of pay, perks, statutory obligations, welfare schemes or monetary benefits/internal arrangements of the employees , their personal insurance (If any) shall be look after by the contracting agency and the department has no interference or liability of any nature in any manner whatsoever.

(xxiii) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity. In brief there shall be no privity of contract between the department and the individuals/work force provided by the service provider/contracting agency.

(xxiv) The contracting agency should communicate above conditions to all the persons deployed in this office by the contracting agency.

(xxv) Payments shall be made only to the contracting agency and on monthly basis as per actual services. The contracting agency has to raise invoices in the first week of the next month for the services rendered in the month. The Department shall make the payment according to the availability of funds.

(xxvi) The department has right to relax Technical Qualification in case sufficient number of quotations are not received.

(xxvii) This office reserves the rights to postpone/and/or extend the date of receipt/opening of Rates/Quotations or to withdraw the same, without assigning any reason thereof.

(xxviii) The service Provider are required to submit the complete rates/quotations only after satisfying each and every conditions laid down in the terms and conditions.

(xxix) All the rates must be written both in figures and words.. The rates indicated in figures shall prevail.

(xxx) The successful bidder shall have to necessarily deposit an amount of rupees three lakhs (Rs.3,00,000/-) as a Refundable Security Deposit , by way of a crossed Demand Draft of a PSU Bank , favouring, ZAO CDBT Chandigarh, Payable at Chandigarh. In order to be finally eligible for being awarded the "Work Order".

B. 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 has no privity of 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 the CIT (DR-1), ITAT, Chandigarh to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (iii) The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.
- (iv) The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office. Similarly the Service Provider must comply with the provisions of the Service Tax and the GST as are applicable to him, w.r.t the services rendered by him.
- (v) In case, the tendering Agency fails to comply with any 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 or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
- (vi) The Contractor/Service provider shall indemnify and keep this office indemnified against all acts or omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
- (vii) All damages caused by the personnel to the property of the office shall be recovered from the Service Provider and also out of the Security Deposit made by it and the balance if any, shall be refunded or recovered from it, as the case may be.

C. FINANCIAL

- (i) Bids, offering rates which are lower than the minimum wages (as applicable for the UT, Chandigarh) for the pertinent category, would be rejected.
- (ii) The Agency shall raise the bill, in triplicate, along with attendance sheet to the O/o Commissioner of Income Tax, (DR-1), ITAT, Chandigarh under whom the outsourced personnel has been deployed in the first week of the succeeding month. The office will send the bills duly verified to the office ZAO, CBDT, Chandigarh for sanction and payment.
- (iii) The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till the proof is furnished, at the discretion of this Office.

(iv) Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Office of the Commissioner of Income Tax (DR-1) ITAT, Chandigarh. It is clarified that the sole arbitrator to adjudicate any dispute arising out of the proposed contract shall be nominated/ appointed by Commissioner of Income tax(DR-1), ITAT, Chandigarh.

(v) The Office of the Commissioner of Income tax, (DR-1), ITAT, Aayakar Bhawan, Sector 17-E, Chandigarh 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.

D MODE OF SUBMISSION OF TENDER

1. **The e-tenders shall only be submitted on website i.e, www.tenderwizard.com/INCOMETAX.**

2. The bidders are required to submit two bids, i.e. Technical bid and financial bids, in the prescribed formats i.e. Annexure-I and II. In the technical bid, the bidder will provide details about his experience in the field, the other organizations for which he is providing such services, details regarding compliance of statutory laws etc. In the Financial bid, the bidder will submit the quotation for his charges. The service providers will be short listed on the basis of their technical competency after opening of technical bids. Financial bids of only those bidders, who are short listed on the basis of Technical bid will be opened and the bid with lowest quotations among the opened bids will normally be approved.

3. The department has right to relax Technical Qualification in case of sufficient number of quotations would have not received.

4. This office reserves the rights to postpone/and or extent the date of receipt/opening of dates/Quotations or to withdraw the same, without assigning any reason thereof.

5. The service provider are required to submit the complete rates/ Quotations only after satisfying each and every conditions laid down in the terms and conditions.

6. All the rates must be written both in figures and words.

7. The contractor/Service provider must comply with the rates/quotations, specification and all terms and conditions of contract. No deviation in the terms and conditions of the contract shall be entertained unless specifically mentioned by the service provider in the rates/quotations and accepted by the department.

8. The last date for e-tender is 26-07-2019 upto 11:00 A.M.

9. Bids received later than the stipulated date and time will not be considered under any circumstances. This office reserves the rights to reject any tender, even the lowest one without assigning any reasons thereof.

10. The Technical Bid will be opened on 26-07-2019 at 3:00 P.M. and Financial Bid on 26-07-2019 at 4.30 P.M. All bids will be opened in the presence of the bidders or their authorised representatives in the O/o Commissioner of Income Tax- (DR-1),ITAT, 4th Floor, Sector-17 E, Chandigarh in the presence of bidders and tender committee. Nothing shall prevent the Local Tender Committee, to open the bids at the stipulated date and time as specified above, if one or more of the bidders choose not to be present at the opening of the bids.

11. An Earnest Money Deposit of Rupees Twenty Thousand (non-refundable in the case of successful Bidder only) per bid , through a separate Demand Draft, drawn on a Scheduled Bank in favour of ZAO,CBDT, Chandigarh, payable at Chandigarh , shall accompany the qualifying bid. The D.D. of the EMD must be handed over to the ITO (Hq), O/o Commissioner of Income Tax- (DR-1),ITAT, Room No-419, 4th Floor, Sector-17 E, Chandigarh on or before 26-07-2019 before 11.00 am without fail. Qualifying bids without EMD will be rejected.

12. The tender details are also available at Notice Board.

13. For any clarification in the matter and/or prior appointment may be made with ITO HQ, O/o Commissioner of Income Tax- (DR-1),ITAT, Room 419, 4th Floor, Chandigarh

Income Tax Officer (HQ)
For Commissioner of Income Tax (DR-1)
ITAT, Chandigarh

ANNEXURE -I

TECHNICAL BID

(To be filed in the Excel Sheet given and necessary respective documents as proof to be uploaded)

For Providing manpower for the work of upkeep, cleanliness and sanitation in Aayakar Bhawan, Sector 17E, Chandigarh.

1	Name of Tendering Company/ Firm/ Agency			
2	Name of proprietor/Director of Company/Firm/Agency			
3	Full Address of Registered Office with Telephone No., FAX and email			
4	Full address of operating/ Branch Office with Telephone no., FAX and email.			
5	Banker of Company/Firm/ Agency with full address and the details of the Bank account and Authorised operators of the account-(Attach certified copy of statement of A/C for the last three years)			
6	PAN/GIR No.			
7	Service Tax Registration No. and GST No			
8	E.S.I. Registration No.			
9	Documents showing completing at least one service of value not less than Rs.25 Lakh per annum or at least two services of value not less than Rs. 15 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 over in the year ending on 31.03.2016, 31.03.2017 & 31.03.2018 with documentary evidence.			
	S.No.	Details of client alongwith address, telephone and Fax numbers.	Amount of Contract. (Rs. Laksh)	Duration of Contract. From to
11	Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU			
12	Number of similar assignments; Manpower provided to Govt./private/PSU in last 5 years by the Agency			
13	List of other clients			
14	Details of Earnest Money Deposited: DD No..... Dated Amounts: Rs Drawn Bank			

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my knowledge/our knowledge and I have read and understood the terms and conditions contained in the Tender Document. I understand that in case any deviation is found in the above statement at any stage, I/we will be blacklisted and will not have any dealing with the Department in future.

ANNEXURE-II
FINANCIAL BID

(To be filed in the Excel Sheet given)

For Providing manpower for the work of upkeep, cleanliness and sanitation in Aayakar Bhawan, Sector - 17E, Chandigarh.

1. Name of tendering Service Provider Company/Firm/ Agency :
2. Rate quoted should not be less than the minimum wages as applicable in the Minimum wages Act, 1948 applicable in UT, Chandigarh & 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 UT, Chandigarh.)	
2.	Contractors charges (Administrative charges /Service charges etc.) inclusive of charges of materials to be provided for sanitation/cleanliness etc.	
3.	Other statutory liabilities (pl. indicate their name and amount payable) (i) EPF (ii) ESI (iii) Service Tax (iv) GST	

Total (Column 1 to 3)

3. The manpower employed by the Agency shall be required to work normally 8 hours. The manpower may also be called upon to perform duties beyond normal office hours on working days and even on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays.

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my knowledge/our knowledge and I have read and understood the terms and conditions contained in the Tender Document. I understand that in case any deviation is found in the above statement at any stage, I/we will be blacklisted and will not have any dealing with the Department in future.

Notes:

1. 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.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.

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, coercive 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 Government 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.

Signature: Name & Designation with office

Seal

DECLARATION

1. 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;

2. 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.

Date:

Signature of authorized person

Place:

Full Name:

Seal:



भारत सरकार
GOVERNMENT OF INDIA
सत्यमेव जयते
आयकर विभाग

INCOME TAX DEPARTMENT

कार्यालय: आयकर आयुक्त (डी. आर) (आई.टी.ए.टी.)-1, आयकर भवन,
चौथी मंजिल, हिमालय मार्ग, सेक्टर-17 ई, चंडीगढ़ 160017 (यू.टी.)
Office of the Commissioner of Income Tax (DR)(ITAT)-1,
Aayakar Bhawan, Fourth Floor, Himalaya Marg, Sector-17 E,
Chandigarh – 160017(U.T.)
Tel: 0172-2544384 Fax: 0172-2544305

F.No. CIT(DR-1)/(ITAT)/CHD/2019-20/

Dated: 9th July 2019

NOTICE INVITING TENDERS

The Commissioner of Income Tax(DR-1)(ITAT) Chandigarh invites tenders for hiring **two vehicles i.e. TOYOTA INNOVA & Mahindra SUV 500 (Model 2015 and above)** for the operational use of the office of the Commissioner of Income Tax(DR-1)(ITAT), Chandigarh.

The last date of receipt of bids is 26.07.2019 (11:00 A.M.) and Technical bids will be opened on 26.07.2019 (03:00 P.M.) and financial bid on 26.07.2019 (04:30PM).

The tender documents alongwith the instructions and terms & conditions can be downloaded from the website www.tenderwizard.com/INCOMETAX. The prospective tenderers are advised to check the eligibility criteria thoroughly before applying for the Tender. Bids will be received through e-tendering only.

The tenderer should register and apply through online mode only on e-Tendering portal www.tenderwizard.com/INCOMETAX. No other mode of application for tender will be entertained. The online bids can be submitted through the e-Tendering portal www.tenderwizard.com/INCOMETAX up to 26.07.2019 till 11:00 AM. **The tender will be initially for a period of two years and extendable to another year on satisfactory performance by the tenderer.**

The decision upon the bids received shall be communicated to the bidders through online e-Tendering portal only. This 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 reasons. The decision of the Local Tender Committee, Chandigarh in this regard shall be final and binding on all.

Sd/-
Income Tax Officer (HQ),
For Commissioner of Income Tax (DR-1)
ITAT, Chandigarh

Annexure -1

General Terms and Conditions for Bidders

1. The bidder has to submit both Technical and Financial bids online on www.tenderwizard.com/INCOMETAX. Bids will be accepted up to 26.07.2019 (11:00 AM). Bidders should submit technical bid as well as financial bid in Annexure-III & IV with prescribed supporting documents. The technical bids will be opened on 26.07.2019 (03:00 PM) and financial bids on 26.07.2019 at 04:30 PM. The LOCAL TENDER COMMITTEE will scrutinize the bids (both Technical and Financial bids) and shortlist the parties for finalisation of the successful bidder and the decision of the Local Tender Committee in this regard shall be final. All bids will be opened in the presence of the bidders or their authorised representatives in the O/o Commissioner of Income Tax-(DR-1),ITAT, 4th Floor, Sector-17 E, Chandigarh in the presence of bidders and tender committee. All documents enclosed/uploaded in ORIGINAL by the bidder must be presented before the LOCAL TENDER COMMITTEE on the date of opening of the Technical Bid/Financial Bid, respectively.
2. The bidder may remain present at the time of opening of the bids by the Tender Committee. The financial bids of only those bidders who technically qualify will be opened. Nothing shall prevent the Local Tender Committee, to open the bids at the stipulated date and time as specified above, if one or more of the bidders choose not to be present at the opening of the bids.
3. The vehicle(s) will be taken by the Income Tax Department on contract basis from the successful bidder as per General Terms and Conditions for Contractors specified in Annexure-II. The service providers will be short listed on the basis of their technical competency after opening of technical bids. Financial bids of only those bidders, who are short listed on the basis of Technical bids will be opened and the bid with lowest quotations among the opened bids will normally be approved.
4. The department has right to relax Technical Qualification in case of sufficient number of quotations would have not received.
5. This office reserves the rights to postpone/and or extent the date of receipt/opening of dates/Quotations or to withdraw the same, without assigning any reason thereof.
6. Where the bid is received after the due time & date, will not be considered.
7. The successful bidder has to enter into a formal contract with the O/o Commissioner of Income Tax (DR-1)(ITAT), Chandigarh. or any officer designated by him on his behalf.
8. The Income Tax department reserves the right to cancel /postpone the tender/contract procedure without assigning any reasons there for.
9. If the quotations equal in all aspects have been received, selection will be done on following guidelines.
 - a. In case the quotations of more than one bidder are equal in respect of vehicles, preference will be given to the bidder having more number of vehicles with lesser meter reading (vehicle travelled for lesser kilometres.) and
 - b. On the inspection of the condition of vehicles.

The decision of the Local Tendering Committee in this regard shall be final.

10. TDS will be deducted as per I.T. Act, 1961, while making payment to the service provider.

11. The hire charge will include monthly salary of driver, repairs and maintenance of vehicle, insurance (Comprehensive and third party), petrol/diesel, oil and all other incidental expenses including all taxes, penalty, fine, parking fees and toll plaza charges etc.
12. The service provider and the driver shall be bound to carry out the instructions of the user to whom the vehicle will be assigned as well as the Officers posted in the Headquarters.
13. The service provider shall make alternative arrangement in case the vehicle is not available for use e.g. in the case of breakdown of the vehicle or absence of the driver etc. In case of failure to provide for alternatives suitable vehicle, hire charges on pro-rata basis shall be deducted from the monthly hire charges. If any vehicle not report on time/does not report for duty at all, the user will have a right to hire a vehicle from the market and the additional cost incurred in this respect will be borne by the service provider.
14. The Maximum rate for hiring the vehicle is Rs.50,000/- per month exclusive of all taxes and charges for minimum 2000 Kms i.e. Rs.25/- per Km and 24000 Kms. for the year. In case any bidder offer lower price as per Km, preference will be given to the lowest bidder in terms of price per Km. The vehicle shall be operated normally within the municipal limits of the tri-city i.e. Chandigarh/Panchkula/Mohali. In case of travel beyond the municipal limits of tri-city, leading to exceeding the overall limit of 2000 kms fixed for the month, the tenderor shall be paid @Rs15 per Km. (all inclusive of drivers charges , night stay , petrol/diesel cost, maintenance, toll taxes and parking charges etc.), at the end of the month or the year as the case may be.
13. The bidder shall be of tri-city i.e. Chandigarh/Panchkula/Mohali as on date of tender and proof in this regard must be attached with technical bid failing which the bid will be rejected.
14. The bids received from the person who have already terminated the similar agreement with the Income Tax Department by giving one month notice or the person whose agreement has been terminated by the Income Tax Department by giving on month notice, are not eligible to apply and their bids will be rejected.

Annexure -II

Terms & Conditions

1. The vehicle shall be a new **TOYOTA INNOVA & Mahindra SUV 500 (Model 2015 and above)** The vehicle provide by contractor as per the agreement should be white in colour.
2. The vehicle must be in good working condition. The vehicle will be run by the department for approximately 2000 kilometres per month for use of Office of Pr. Commissioner/Commissioner/Addl./Joint Commissioner of Income tax as operational/staff vehicle. The unused Kms of month will be carried forward to the subsequent month till the contract ends. The unused kilometres would mean the difference between agreed kilometres i.e. 2000 Kms run in a month and actual kilometres run by a vehicle. Payment for the mileage in excess (after the offset mentioned above) will be made at the rate of Rs.15/- Per Km (all inclusive of drivers charges , night stay , petro/diesel cost, maintenance, toll taxes and parking charges e.t.c.), at the end of the year or contract whichever is later.
3. The vehicle provided by the Contractor should be made available on all days including holidays on round the clock basis. Non-providing of vehicle/alternate equivalent vehicle on any day/days will attract deduction of charges from the bill on pro-rata basis.
4. The driver should be preferably in uniform (white pants, white shirt and black shoes) or in decent/presentable clothing, while on duty as per guidelines of RTO. Following conditions are also to be fulfilled by the contractor/driver : -
 - a) The driver should have a valid driving license and experience of more than two years of driving the class of vehicle offered for hire.
 - b) The driver shall be provided with a mobile phone by the Contractor. The bill of the mobile phone is to be borne by the Contractor. The driver should always be reachable on mobile phone during the period of his deployment.
 - c) The driver should be decent and well behaved. He should not have any criminal background. It shall be the responsibility of the Contractor to verify the antecedents of the driver before deployment.
 - d) The Contractor shall be responsible for verification of medical fitness and suitability of driver before deployment.
 - e) The driver should have knowledge of city routes and should be able to communicate and understand both in Hindi and English.
 - f) All statutory compliance related to employment of the driver need to be adhered by the contractor.
 - g) Dedicated driver is to be provided to the Department. Any change would be permitted only in exceptional circumstances, on prior permission.
 - h) The personnel deployed by the Contractor shall maintain decency, peace and order during deployed with the department. He shall behave courteously with all the officer/employees of the department, other personnel working for the department and the visitors of the office/residential premises. The driver/personnel would be required to be immediately replaced by the Contractor on complaint of misbehaviour. Any damage to property by the deployed personnel shall be recovered from the Contractor.
 - i) Driver shall report for duty as per directions of the controlling officer.
 - j) Driver shall not be absent from duty without prior permission of the controlling officer.

5. All the claims/damages arising out of accident, if any, shall be settled by the Contractor. The responsibility for loss/damage or property/life due to accident of the vehicle/driver shall be of the Contractor. The Department/officer(s)/officials(s) of the Department shall not be responsible for any such loss/damage.
6. The contract will be initially for two years with effect from the actual date of commencement and is renewable for another year on mutual agreement (if found satisfactory) by the Department, on the same terms and conditions or such modifications as agreeable to both the parties.
7. The contract can be terminated at any time, without assigning any reasons, by the Department or the Contractor by giving 30 days notice.
8. During the period of contract, no request shall be entertained for hike in the agreed rates due to any reason.
9. The vehicle shall have comprehensive insurance and fitness as per RTO Rules.
10. The contractor shall provide replacement of vehicle within one hour in case of breakdown or servicing. In case replacement is not provided, the Income Tax Department will book similar vehicle from alternative sources and the expenses so incurred will be recovered from the monthly bill of the Contractor.
11. The basic fixed monthly hire charges shall cover the fuel charges for vehicle, repairs and maintenance, insurance, permit, driver's salary and allowance including night bhatta, toll charges etc. No request for any extra payment would be entertained.
12. The vehicle taken on hire would have to be parked either in the office premises or at the premises of the officer to whom the vehicle is allotted/or at his/her discretion.
13. The contractor to whom contract is awarded would furnish name, address and contact number of person with whom the department/controlling officer (of the Department) should contract, in case of any problem faced with regard to service being provided by such contractor on day to day basis.
14. A penalty of Rs.2000/- (Two Thousand) per day per vehicle may be levied if any vehicle fails to meet the terms and conditions prescribed hereinabove on any day. The penalty for some of the defaults is as under :-

(i)	Late Reporting	:	50% of the penalty i.e. Rs.1000/-
(ii)	Non-reporting	:	Rs.2000/-
(iii)	Poor maintenance of vehicle	:	50% of the penalty i.e. Rs.1000/- per day
(iv)	Change of drivers without permission	:	Rs.1000/- per instance
(v)	Refusal of duties	:	Rs.2000/- per instance
15. Any violation of the aforementioned terms and conditions may lead to termination of contract without any notice by the department.
16. In case of dispute regarding interpretation of any term or condition of the tender/contract the decision of the Commissioner of Income Tax-DR-1,ITAT, Chandigarh will be final. Likewise the decision of the Local Tender Committee with respect to the selection/shortlisting of the parties at the stage of Technical and financial bid will be final.
17. The tender details are also available at Notice Board.

18. For any clarification in the matter and/or prior appointment may be made with ITO HQ,
O/o Commissioner of Income Tax- (DR-1),ITAT, Room No. 419, 4th Floor, Aayakar
Bhawan, Sector 17E, Chandigarh.

Income Tax Officer (HQ)
For Commissioner of Income Tax (DR-1) ITAT,
Chandigarh

ANNEXURE -III TECHNICAL BID(To be uploaded in attached excel sheet only)

1. Name and address of registered agency :
2. Name and addressed of owner :
3. PAN & Service Tax Registration Copies to be annexed :
4. Details of previous experience in Govt. Deptt./ Public Sector Unit(If any) :
5. Any other remarks :
6. Whether blacklisted by the Central/State/UT Govt Or any such Govt. Organization including PSUs etc :

Signature of the Owner/
Authorized signatory : _____

Full Name : _____

Name of Contractor : _____

Phone: Land line No. : _____

Mobile Number : _____

Place : _____

Date : _____

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company/agency/owner/contractor will be blacklisted and will not have any dealing with the Department in future.

(Signature of authorised signatory with date)

ANNEXURE -IV FINANCIAL BID(To be uploaded in attached excel sheet only)

- 1) Basic fixed monthly rent :
- 2) Kilometres Per Month :
- 3) Rate per extra Km. when used beyond Kilometres offered after adjustment as per contract conditions.

Note : Rate quoted shall be exclusive of Taxes

Signature of the Authorized signatory

Place:	Full Name	:	_____
Date:	Name of Contractor	:	_____
	Cell Number.	:	_____
	Seal	:	_____