



GOVERNMENT OF INDIA
Asst. Commissioner of Income Tax,
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No. ACIT/DDO / (Intl. Tax.) / 2019-20 / 4012

Dated: 01.10.2019

To,

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

Madam,

Subject: Uploading tender for engagement of contractual staff for the office of International Taxation, Chandigarh on website of O/o the Pr.CCIT, NWR, Chandigarh i.e on www.incometaxchandigarh.org- Regarding-

Kindly refer to the subject mentioned above.

In this regard, it is submitted that this office proposes to invite quotation/tender for hiring of contractual staff (i.e. Data Entry Operators-3, Peons-2 and Sweeper-1). As per guidelines of the department, it is necessary to upload the same on the website of O/o Pr.CCIT, NWR, Chandigarh. It is therefore requested to kindly upload this notice and its enclosures at the earliest.

Yours faithfully,

(Jagpal Singh)
Asst. Commissioner of Income Tax-cum-DDO
(International Taxation)
Circle- Chandigarh



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NOTICE INVITING TENDER FOR HIRING CONTRACTUAL STAFF

This is a notice inviting Tender for hiring of contractual staff for office of International Taxation , Chandigarh for a period of 1 year w.e.f. 1st Nov 2019. Tender is invited from interested parties as per the following terms and conditions:-

Sr. No.	Description	Requirement
1.	Data Entry Operators	3
2.	Peons	2
3.	Sweeper	1

1. The second party will provide the service of contractual staff as per above mentioned details for execution of multifunctional work in the office at International Taxation, Range- Chandigarh, 3rd Floor, Central Revenue Building, Sector 17 E Chandigarh for the period 01.11.2019 to 31.10.2020.
2. The contractual staff supplied by the second party should not have any police records/ Criminal cases against them. The second party should make adequate enquiries about the character and antecedents of the persons whom they are depleting. The character and antecedents of each personnel shall be verified by the second party before their deployment after investigation by collecting proofs of identity like driving license, bank account details pervious work experience, proof of residence, recent photograph etc and a certification to this effect is to submitted to the first party.
3. The second party shall withdraw such employees who are not found suitable by the first party for any reasons, immediately on receipt of such intimation from the first party.
4. The said peon engaged by the second party shall be the employees of the second party and it shall be the duty of the second party to pay their salary every month. The first party shall under no circumstances be deemed or treated as employer in respect of any persons engaged/ employed by the second party for any purpose, whatsoever nor would the first party be liable for any claims whatsoever of any such persons.

5. There will be no employer & employee relationship between the employees of the second party and the first party. The said contractual staff shall not claim by absorption in the first party in lieu of their service, educational qualification etc in future.
6. The first party will pay an amount of DC rates (per day rate) for the working day to contractual staff as per the agreement.
7. The contractual staff deputed by the second party shall not be below the age of 18 years and shall be responsible for implementation of all provisions of Labour Laws and rules made there under.
8. The second party will ensure the deduction and deposit of EPF/ESI as applicable. The reimbursement of EPF/ESI for a particular month will be on production of challans for payments of these statutory charges for the immediately preceding month.
9. The second party will also ensure that payment of salary is made through bank account to the manpower hired contractual staff and is duly incorporated. If at any stage it is found that the second party is involved in any malpractice like illegal deduction from the payment of wages from the manpower hired, non fulfillment of statutory obligations etc the contract is liable to be terminated immediately.
10. The second party will ensure that the savings bank accounts of all contractual staff employed by him are opened with nationalized bank and that monthly wages are credited into their saving bank accounts in order to minimize the chances of improper wages. Any violation of these instructions will be viewed very seriously and will be considered as a valid ground to black list your firm.
11. The first party may require the second party to dismiss or remove replace from the site of work any persons or persons employed by the second party who may be incomplete or for his/ her/ their misconduct and the second party shall forthwith comply with such requirements. The second party shall replace immediately any of its personnel if they are unacceptable to the first party because of security risk, incompetence, conflict of interest, breach of confidentiality or improper conduct, upon receiving written notice from the first party.
12. The second party shall provide photo identity card to the peon employed by the second party for carrying out the work. These cards are to be constantly displayed & their loss is to be reported immediately to the first party.
13. Any contractual staff who is found to be not suitable for the job, shall have to be replaced immediately. No correspondence will be entertained in this regard from the second party.
14. In case any contractual staff is not able to come because of any exigencies, the second party will inform about such absence to the first party.

15. In case of non availability of any contractual staff because of sickness or any other reason, the second party will provide his /her/ their replacement to the satisfaction of the first party immediately.

16. The second party will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the first party.

17. The contractual staff shall maintain full discipline and the second party will replace any such person found violating office decorum.

18. The second party will be responsible for the safety and security of the computer hardware provided to its employee. If the system becomes non operational/ damaged due to mishandling, the charges for making the system operational will be recovered from the second party.

19. The first party reserves a right to deduct appropriate sums of money from the payments due, in case any loss is suffered by the first party due to any break of any terms of this contract by the second party or the person provided by the second party.

21. In case the performance of the second party is found non satisfactory, the contract would be terminated. The contract will stand terminated the day letter for termination is issued. In case of any dispute between the Second Party and the First Party, the decision of the First Party will be binding on the Second Party.

22. It is the responsibility of the Second Party to ensure that the work allotted to the Data Entry Operator, Peon and Sweeper is completed within the time prescribed.

23. The Second Party will be penalized RS. 1,000/- by the First Party for not providing the service of a Data Entry Operator, Peon and Frash during a working day.

24. The data of the First Party is confidential in nature and full confidentiality shall be maintained by the Second Party and its Data Entry Operator, Peon and Frash. The Second Party's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters, as all these are of confidential/ secret nature.

25. The payments will be made on the basis of monthly bill submitted by the Second Party.

26. No increase in the amount of contract will be allowed during the continuance/operation of contract for whatsoever reasons.

27. Any taxes charged by Central Government/ State Government will be charged by Second Party extra as applicable from time to time.

28. The First Party will make all payments in accordance with the provisions of Income Tax Act, Service Tax Act as applicable from time to time.

29. The Second Party will be wholly and exclusively responsible for regular prompt payment of wages to the persons engaged by it, in compliance of all the statutory obligations under all related legislations as applicable to it, from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and the First Party shall not incur any liability for any expenditure whatsoever in respect of Data Entry Operator, Peon and Frash employed by the Second Party on account of any statutory obligation.

30. The Data Entry Operator, Peon and Frash shall not claim any benefits/compensation/absorption/regularization of service in the First Party. Undertaking from the Data Entry Operator, Peon and Frash to this effect shall be required to be submitted by the Second Party to the First Party.

31. Second Party'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 the First Party. The Second Party shall be responsible for any act of indiscipline of the party of persons deployed by him. In case of any personnel of Second Party found to not adhering to above, will be replaced/withdrawn immediately on request of the First Party.

32. The Second Party shall ensure proper conduct of his personnel in office premises, enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.

33. The transportation, food, medical and other personal requirement respect of each personnel of the Second Party shall be the responsibility of the Second Party.

34. The Second Party Shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger/Mobile no. from the First Party to the Second Party shall be acknowledged immediately on receipt, on the same day, the Second Party shall strictly observe the instructions issued by the First Party in fulfillment of the contract from time to time. Each Date Entry Operator, Peon etc will keep a mobile phone and his/her mobile no. will be intimated to the First party and the office with whom he/she is attached.

35. The First Party shall not be liable for any loss, damage, theft, burglary of robbery of any personal belongings, equipment or vehicle of the personnel of the Second Party.

36. The Second Party shall not again, transfer, pledge or sub contract the performance of service without the prior written consent of the First Party.

37. On the expiry of the contract as mentioned above, the Second Party 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 Second Party, the entire responsibility shall be of the Second Party, to pay and settle the same.

38. The total amount may vary downwards depend upon the actual billing/number of persons provided. The upper limit of the contract will not change upward during the period of contract.

39. The contract can be terminated by either party by giving one month's notice in advance. If the second party fails to give one month's notice in writing for termination of the agreement, any amount due to the second party from the first party shall be forfeited.

40. This agreement shall be effective for a period of one year upto 31.10.2020 and can be extended further for a period on similar terms and conditions as may be deemed fit and proper by the first party.

41. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in general conditions of contract referred to. The applicable law governing this agreement shall be the laws of India and the courts of Chandigarh shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

Yours faithfully,



(Jagpal Singh)
Asst. Commissioner of Income Tax-cum-DDO
(International Taxation)
Circle- Chandigarh