



GOVERNMENT OF INDIA

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Pr. CIT(C)/Ldh/EB/17-18/411

OFFICE OF THE

Pr. COMMISSIONER OF INCOME TAX(Central)

SCO- 1-6, KITCHLU NAGAR, OPP. B.V.M SCHOOL

LUDHIANA-141001.

Dated: 12.05.2017

TENDER NOTICE

The office of Pr. Commissioner of Income Tax(Central), Ludhiana intends to hire Data Entry Operator for this office. Terms and Conditions for hiring are enclosed herewith.

2. Sealed quotations (Technical Bid and Financial Bid) are invited in respect of above hiring of Data Entry Operators for the period 01.06.2017 to 30.06.2018.

3. The same must reach the office of the undersigned in a closed cover on or before 22.05.2017(till 5:30 PM) at SCO 1-6, 2nd Floor, Kitchlu Nagar, Opp. B.V.M School, Ludhiana-141001. The date of opening of quotations is 4:00p.m. on 23.05.2017 in office of Pr.CIT(Central), Ludhiana.

4. This office also reserves the right to cancel or postpone or reject the tender process or reject any quotation without assigning any reason.

Encl:- As above.

(Kulwinder Kaur)

Asstt. Commissioner of Income Tax(HQ),
Central, Ludhiana

Copy to be placed on the Notice board of this/Rishi Nagar office.

(Kulwinder Kaur)

Asstt. Commissioner of Income Tax(HQ),

TERMS AND CONDITIONS

1. GENERAL INSTRUCTIONS FOR TENDERERS

- i) The office of the Pr. Commissioner of Income Tax (Central), Ludhiana requires the services of a reputed well established and financially sound Manpower Company/Firm/Agency for providing manpower to perform skilled jobs. (The no. of persons required may vary as per requirement)
- ii) The initial requirement is for 18 Data Entry Operators to perform their jobs and the person skilled may be increase or decrease as per basic requirement.
- iii) The Contract is likely to commence from the date of acceptance and would 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. It is mandatory for the service to pay the prevailing wages prescribed by the authorities to the manpower. The Eligibility is given below:-

2. Eligibility Age:- 18 – 30 years

Educational Qualification: 12th pass or graduate for skilled and well versed for language Hindi and English & numeric system and physically fit to carry out the office related work.

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 Ludhiana.

- i) The interested company/firm/agency may submit the tender document, complete in all respects and other requisite documents.
- 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 sealed envelopes super-scribing "Technical Bid" for providing manpower to perform the skilled jobs to the office of the Pr. Commissioner of Income Tax (Central), Ludhiana and "Financial Bid" for providing manpower to perform skilled jobs in the office of the Pr. Commissioner of Income Tax (Central), Ludhiana. Both sealed envelopes should be kept in a third sealed envelope super-scribing "Tender for providing manpower to perform jobs in the office of Pr. Commissioner of Income Tax (Central), Ludhiana.
- iii) The tendering company/firm/agency is required to enclose 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:

PAN/GIR No. (Attach attested copy)

Service Tax Registration No. (Attach attested copy)

E.S.I. Registration No. (Attach attested copy)

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. (Attach attested copy)

Affidavit worth Rs.100/- stating that the agency is/has not been black listed by Centre/State Government/PSU (Attach attested copy)

Number of similar assignments; Manpower provided to public/private/PSU in last 5 years by the Agency (Attach attested copy)

Certificate document in support of financial turnover of the agency for the last three years.

- iv) Conditional bids shall not be considered and will be out rightly rejected at the very first instance.
- v) All entries in the tender form should be legible and filled clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the agency.
- vi) The envelope containing Technical Bid shall be opened first on the scheduled date and time, in the Room of Pr. Commissioner of Income Tax (Central), Ludhiana 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 Purchase Committee, and Tender Committee O/o the Pr. CIT (Central), Ludhiana. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date & place to be notified later in presence of short listed contractors or their authorized representatives.
- vii) The competent authority of Office of the Pr. CIT (Central), Ludhiana, reserves the right to annual any or all bids without assigning any reason.
- viii) The bidder shall quote the technical & financial bids as per the format enclosed at **Annexure I & II.**

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

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

1. The Registered Office or one of the Branch Offices of the Service Provider Company/Firm/Agency should be located within the radius of 15 kms of the office premises.
2. The Service Provider Company/Firm/Agency should be registered with the appropriate registration authority.

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 Account.
5. Service Provider Company/Firm/Agency should exist on the records of Income Tax and Service Tax Department.
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. 20 Lacs per annum or completed at least two service contracts of value not less than Rs. 10 Lacs per annum related to providing human resources in a single contract.
8. The Service Provider Company/Firm/Agency must have a turnover of Rs. 50 Lacs per year during the last three financial year.
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.

Non Compliance 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. TERMS AND CONDITIONS

A. General

(i). The Contract is likely to commence from the date of acceptance and shall continue 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 O/o Pr. Commissioner of Income Tax(Central), Ludhiana.

(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 Tender will be bound by the details furnished by it to this office, while submitting the tender or at any subsequent stage. In case any of the documents 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 tender liable for legal action besides the termination/cancellation of contract, legal action for damages at the sole discretion of O/o Pr. Commissioner of Income Tax(Central), Ludhiana and in such eventuality, the security amount tendered shall be liable to be forfeited.

(viii). Financial bids of only those tenders who are declared qualified technically shall be evaluated.

(ix) the office of the Pr. Commissioner of Income Tax(Central), Ludhiana reserves the right to terminate to the contract at any time or without giving any notice.

(x) The contracting Agency shall ensure that the manpower deployed on the office of the Pr. Commissioner of Income Tax(Central), Ludhiana conforms to the eligibility conditions of age, education and any other qualification as specified in the contract.

(xi) The manpower employed by the Agency shall be required to work as per the office working timings, i.e. from Monday to Friday from 09:30 Hrs to 18:00 Hrs with a lunch break of half hour from 13:30 Hrs to 14:00 Hrs. At times, the deployed manpower may be required to work on Saturdays, Sundays, Gazetted Holidays and beyond normal office hours on working days.

(xii) 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. Commissioner of Income Tax(Central), Ludhiana containing full details i.e. date of birth, marital status, address, educational and professional qualification, experience etc.
- b. Bio-data of the persons with photograph affixed.
- c. Character certificate from a Gazetted officer of the central/State Government.
- d. Certificate of Certification of antecedents of persons by local police authority.

(xiii) 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.

(xiv) The service provider shall ensure provide identity cards to the personnel deployed in the office carrying the photographs of the personal and personal information including name, date of birth, designation and identification etc.

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

- (xvi) The service provider shall ensure proper conduct of its personnel in office premises, maintain strict discipline 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.
- (xvii) the persons deployed shall be required to report for work at 9:30 hrs to the office/officers under whom they are deployed which will be intimated separately and would leave at 18:00 hrs. In case, a person deployed as absent on a particular day or comes late/leaves early on three occasions, one day wage shall be deducted.
- (xviii) The agency depute a coordinate, out of the deployed personnel, who would be responsible for immediate interaction with the office of the Pr. Commissioner of Income Tax(Central), Ludhiana so that optimal services of the persons deployed by the agency could be availed without any disruption. However, the office of the Pr. Commissioner of Income Tax(Central), Ludhiana shall be fully competent and empowered to remove any indiscipline personnel/staff from its premises if his/her behavior is not upto mark, immoral and/or his/her presence is prejudicial/embarrassing to the department.
- (xix) 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.
- (xx) 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.
- (xxi) For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labor 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 Pr. Commissioner of Income Tax (Central), Ludhiana.
- (xxii) The service providing Agency shall be solely responsible for the redressal of grievances/ resolution of disputes related to persons deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever as this office shall have no privities of Contract with the work force.
- (xxiii) 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.
- (xxiv) 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.

- (xxv) 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.
- (xxvi) The contracting agency should communicate above conditions to all the persons deployed in this office by the contracting agency.
- (xxvii) 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.
- (xxviii) The department has right to relax Technical Qualification in case sufficient number of quotations are not received.
- (xxix) 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.
- (xxx) 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.
- (xxxi) 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.
- (xxxii) Rates/Quotations should be submitted and signed by the firm with its current business address.

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 labor 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 Pr. Commissioner of Income Tax (Central), Ludhiana to concerned tax collection authorities from time to time as per extent 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 (TDS) 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.

- v) In case, the tendering Agency fails to comply with any statutory/taxation liability under appropriate law 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.

C. **FINANCIAL**

i) Bids, offering rates which are lower than the minimum wages (as applicable for the Ludhiana) for the pertinent category, would be rejected.

ii) The Agency shall raise the bill, in triplicate, along with attendance sheet to the O/o Pr. Commissioner of Income Tax (Central), Ludhiana under whom the outsourced personnel has been deployed in the first week of the succeeding month. The office will sent the bills duly verified to the office ZAO, CBDT, Ludhiana 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 Pr. Commissioner of Income Tax (Central), Ludhiana. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated/appointed by Pr. Commissioner of Income Tax (Central), Ludhiana and he/she shall not be a person below the rank of CIT.

v.)The office of the Pr. Commissioner of Income Tax (Central), Ludhiana 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.

(Kulwinder Kaur)
Asstt. Commissioner of Income Tax(HQ),
(Central), Ludhiana

TECHNICAL BID

(To be enclosed in a separate sealed envelope) For providing manpower for the DEO working in Pr. CIT (Central), Ludhiana.

1	Name of Tendering Company/firm/Agency (Attach certificate of registration)			
2	Name of proprietor/Director of company/firm/agency			
3	Full address of Registered office with Telephone No., Fax and E mail			
4	Full Address of operating/Branch office with Telephone No, fax and email			
5	Banker of Company/Firm/Agency with full address (attach certified copy of statement of A/c for the last three years)			
6	PAN/GIR no. (Attach attested copy)			
7	Service tax registration no. (attach attested copy)			
8	ESI registration no.(Attach attested copy)			
9	Documents showing completing at least one service of value not less than Rs. 15 Lacs per annum or at least two services of value not less than Rs. 10 Lacs per annum related to providing human resources in a single contract.			
10	Give details of the major 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 ending on 31.03.2015, 31.03.2016 and 31.03.2017 with documentary evidence.			
	Sr. No.	Details of client alongwith address, telephone and fax numbers	Amount of contract (In lakhs)	Duration of contract from to
11	Affidavit stating that the agency is/has not been black listed by centre/state government/PSU (attach Copy)			
12	Number of similar assignments, manpower provided to Govt./private/PSU in last 5 years by the agency (attach Copy)			
13	List of other clients			
14	Details of earnest money deposited DD No. _____ Dated _____ Amount Rs. _____ Drawn bank			

Signature of authorized person

Seal

Date:-

Place:-

FINANCIAL BID

(To be enclosed in a separate sealed envelope) For providing manpower for the DEO working in Pr. CIT (Central), Ludhiana.

1. Name of tendering Service Provider Company/Firm/Agency
2. Details of earnest money deposit amount:-
D.D/P.O & date drawn
Bank:-
3. Rate quote should not be less than the minimum wages as applicable in the minimum wages Act, 1948 applicable in Ludhiana, Punjab and 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 Ludhiana, Punjab)	
2.	Contractors administrative/service charges	
3.	Other statutory liabilities (pl. indicate their name and amount payable) 1. 2. 3. 4. 5.	

Total Column 1 to 3

4. 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 day and even on Saturday, Sunday and other gazette holidays, if required. The maximum limit is for 26 days per person per month and no wages should be claimed beyond 26 days per month per DEO.

Signature of authorized person
Seal

Date:-

Place:-

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 AND CORRUPT PRACTICES

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by impositions of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, not been expelled from any project or contract by any public authority nor have had any contract terminated by 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 any agreement entered into with the Authority or any public sector enterprises 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 our behalf has engaged or will engage in any corrupt practice, fraudulent 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 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 executes this tender document. I have carefully read and undersigned 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.

Signature of authorized person

Full Name:

Seal:

Date:

Place: