



**GOVERNMENT OF INDIA**  
**OFFICE OF THE**  
**COMMISSIONER OF INCOME TAX**  
 C.R.BUILDING, RAWATBHATA ROAD  
 KOTA  
 ☎ 0744 – 2500143

No.CIT/DCIT(Hq.)/KTA/2014-15/1064

Date 012.08.2014

**Tender Notice**

1. The Commissioner of Income Tax, Kota Charge, Kota intends to invite sealed offers from reputed parties engaged in the business of providing manpower service, for outsourcing the services of following skilled and unskilled Data Entry (Computer) Operator, Office Boys (Peon), Sweepers and Security Guard (without Arms) on contract basis in various Income-tax offices at Kota :-

S. N	Name of Office	Data Entry (Computer) Operators	Office Boy (Peon)	Sweepers	Security Guard (without Arms)	Daily Wages
1	Income Tax Department, Kota	23	24	05	08	Daily Wages cannot be less than present applicable rates under Minimum Wages Act, 1948 for Central Govt. offices.

2. Contract shall initially be for a period of one year (12Months) commencing from 01.09.2014 and would be extendable for a further period not exceeding one year at a time, subject to satisfactory service rendered by the concerned vendor.

3 Bidders are advised to study the Tender Notice and Bid(s) Document carefully. Submission of the Bid(s) shall be deemed to have done after carefully study and examination of all instructions, applicable minimum wages rates for Skilled and Unskilled workers, eligibility terms & conditions with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender document will result in rejection of the tender.

4. **Tender Process:-** Tender is invited in two parts i.e. Qualifying bid and (2) Financial Bid. The tender form for qualifying bid(separately for each category of workers) in proforma prescribed in Annexure-I and the tender form for the financial bid(separately for each category of workers) in proforma prescribed in Annexure-II, complete in all respect shall be submitted in separate sealed cover envelopes, which will be placed in a single envelope addressed to the following authorized officers by 5.00 PM on 20<sup>th</sup> August, 2014:-

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S. N	Name of Office	Name & address of the authorized Officer to contact for information of Tender
1.	Income Tax Department, Kota	Dr.Ashwini D. Hosmani, Dy.Commissioner of Income-tax(Hqrs.) O/o Commissioner of Income-tax,Room No. 103, CR Building, Rawat Bhata Road, CAD Circle, Kota. Phone-0744-2502474

5. The sealed envelope shall be submitted **by hand** to the above mentioned authorized officer during the office hours. Late submission of tender after the above mentioned due date and time shall not be accepted.

6. Tenders sent by post /courier/fax will not be entertained.

7. The inner sealed covers should be marked with the words "Qualifying Bid – Contract for providing Outsource manpower( as applicable A/B/C/D) " and "Financial Bid – Contract for Outsource manpower( as applicable A/B/C/D)". The outer main cover containing the bids envelop(s) should be marked with the words "Open Tender for providing outsource manpower". The Qualifying bid(s) will be opened on **21.08.2014** at 4.00 PM by the Committee in the office of the above mentioned authorized officer in presence of the bidders or their representative. If the date of opening is declared a holiday, the quotations will be opened on next working day. The valid qualifying bids shall be scrutinized by the Committee to short list the eligible bidders. The financial bids of the short listed bidders will be opened at 11.00 AM on **22.08.2014**. In case, if it is not possible to open on stipulated date due to unavoidable circumstances, the next date of opening will be duly informed.

8. The offer submitted by or any other manner other than that specified above shall not be considered. No correspondence will be entertained on this matter.

09.The Income-tax Department will reserve the right to reject any application(s)/quotation without assigning any reason whatsoever.

10. **Earnest Money Deposit (EMD):-** Earnest Money Deposit of Rs, 50,000/- (fifty Thousand only) per bidder for all of his bid(s) in the form of Demand Draft in favour of the **Administrative Officer/DDO,Range-1,Kota** shall accompany the qualifying bid. Qualifying bid without earnest money Deposit will be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case, if successful bidder withdraws subsequently or the details furnished in Annexure I -and II are found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit (EMD) of the successful bidder and same will be returned on furnishing a Performance Guarantee.

11. **Performance Guarantee:** The successful bidder has to submit 5% of the value of the contract as Performance Guarantee deposit in the form of Demand Draft in favour of the **Administrative Officer/DDO,Range-1,Kota** before awarding contract. The Performance Guarantee shall be refunded to the selected bidder on successful completion of contract period. No interest shall be paid on the performance security placed with the Department by the successful bidder. The Performance Guarantee will be forfeited in the event of withdrawal of contract by the contractor before the expiry of the contract period or in the event of termination of the contract attributable to the unsatisfactory performance of the contract or for violation of any of the terms and conditions of the contract.

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**12. Arbitration:** The department shall make every effort to resolve amicably by negotiation, any disagreement or dispute arising between them under or in connection with the work order . If any dispute shall arise between the parties on aspect not covered by this agreement, or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such arbitration proceedings would be subject to Kota Jurisdiction only.

**13. Required qualification for outsourcing manpower:-**

**A. Data Entry(Computer) Operator(Skilled Worker)**

- (i) The person should passed minimum 12<sup>th</sup> with Hindi and English.
- (ii) The person should have a minimum speed of typing @ 40 Words Per Minute.
- (iii) The person should possess knowledge of software such as Microsoft Word, Excel and Power Point etc.
- (iv) The person should able to type direct on computer during dictation.
- (v) The age of personnel should between 20 years to 40 years.
- (vi) The person should have knowledge of maintenance of computer, printing of Documents etc.

**B. Office Boys(Peon)(Unskilled Worker)**

- (i) The person should be able to read and write Hindi and also be able to read address and names in English.
- (ii) The age of personnel should between 20 years to 40 years.
- (iii) The person should have with good conduct and character.
- (iv) The person should have basic knowledge of working of Govt. offices.

**C. Sweeper(Unskilled Worker)**

- (i) The person should be able to read and write Hindi .
- (ii) The age of personnel should between 20 years to 40 years.
- (iii) The person should have with good conduct and character.
- (iv) The person should have basic knowledge of proper cleaning, sweeping and mopping of the office building.

**D. Security Guard(without Arms)**

- (i) The person should be able to read and write Hindi .
- (ii) The age of personnel should between 25 years to 45 years.
- (iii) The person should have with good conduct and character.
- (iv) The person should have experience/training of work of Security Guard.

**14. Job Specification:**

(i) Data Entry (Computer) Operator: Typing from the written drafts/documents, taking direct dictation on the computer(Hindi/English), cleaning and maintenance of computer, printing of documents and any other work assigned by the authority.

(ii) Office Boy(Peon): Dusting of office furniture, water supply, making tea, coffee for officers/staff. Any other work assigned by the authority.

(iii) Sweeper: Regular cleaning, sweeping and mopping of the office building/compound/Toilets etc.

(iv) Security Guard: 24 hours(in 3 shifts) security watch of the office building/compound. Entry work of each and every visitor in the office. Watch for parking arrangements in the office compound.

**15. Conditions to be satisfied for the submission of Qualifying Bid**

1. Duly filled in Qualifying Bid Document(Annexure-I) should be submitted by the bidder.The tenderer shall sign and stamp each page of his tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained therein in the Tender Notice.
2. Earnest Money Deposit of Rs. 50,000/- per bidder for his bid(s) in the form of Demand Draft in favour of the **Administrative Officer/DDO,Range-1,Kota** shall accompany the qualifying bid and details thereof should have been filled in correctly in the bid document.
3. Bidders should have a minimum of three years of experience in providing man power services for outsourcing services of Data Entry (Computer) Operators/Office Boys(Peon)/Sweepers/Security Guards(without Arms).
4. The Bidder must have ESI Registration, EPF Registration and Service Tax Registration as on the date of submission of tender.
5. The Bidder should have obtained Permanent Account Number(PAN) under Income-tax Act,1961.
6. The Agency should be registered with the valid Service Tax Department.
7. The Agency should be registered with Labour Department. A copy of the certificate should be enclosed.
8. The evidences for filing of Income-tax Returns and other related returns for last three financial years along with copies of Income and Expenditure Account and Balance Sheet for past three Financial Years and copies of Income and Expenditure Account and Balance Sheet as on 31.03.2014(in cases where returns for A.Y. 2014-15 are yet to be filed) shall accompany the Qualifying Bid.
9. The bidder must have gross contractual receipt of Rs.10 lacs and above during the last two Financial Years. A statement showing list of clients along with evidence for contractual receipts should be enclosed along with Qualifying Bid.
10. Attested copies of Articles of Association/Memorandum (in case of registered firm/Companies), Bye Laws & Certificates of registration (in case of registered Co-operative Societies) and partnership deed (in case of partnership Firm) are also to be provided with the qualifying bid.
11. Certificate/Testimonials in support of similar services given in the previous years may be provided with the qualifying bid.
12. The agency should give undertaking to the effect that it is following the provision contained in the Minimum Wages Act,1948 and having Provident Fund Account number allotted to its employees and also following the Government instructions as applicable for its employees/ from time to time.
13. The Bidder should not have been blacklisted/debarred by Central/State Govt. Departments/Organization and a letter certifying the same should be submitted on duly notarized Rs. 100/- stamp paper.
14. Any other document which may be relevant to the tender may also be submitted. If the tender is not accompanied by all document mentioned above, the qualifying bid may not be considered and the Financial Bid will not be opened for bidder who is not fulfilling these terms.

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**16. Conditions to be satisfied for the submission of Financial Bid :**

- (i) Duly filled in Financial Bid Document(Annexure-II) should be submitted by the bidder.
- (ii) The bidder shall sign and stamp each page of his tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained therein in the Tender Notice. Incomplete bid in any respect will be rejected.
- (iii) Rate should be including charges leviable of the services being offered. All rates, taxes etc. must be clearly shown in figures words in relevant columns of the bid document.
- (iv) **Rate and price:** The bidder shall quote their rates per personnel deployed as "Rate-per day per personnel" (both in words and figures) which shall not be less than the Minimum Wages stipulated by the Central Government for skilled and unskilled workers.

**17. General Terms and condition of contract:**

- (i) The contractor shall deploy only personnel with good conduct and character. In order to ensure the same, police verification Certificate in respect of the personnel deployed shall be submitted to the Income-tax Officer(Hq.)O/o CIT, Kota, at the time of deploying each personnel.
- (ii) The personnel deployed shall be available for every working day in a month and any other day so specified by the officer concerned.
- (iii) Normally the working hours of persons by the contractor shall be between 09.30 AM to 06.00 PM. The person invariably reach office before 09.15 AM,, every day and perform duty.
- (iv) The contractor shall ensure that its personnel shall have Uniforms & Identity Cards provided by the contractor which shall be worn in such a way that it is prominently displayed and visible so that any person representing the contractor can-easily be identified.
- (v) The personnel shall attend to work punctually at the prefixed/determined timing and shall be well-behaved and well-mannered.
- (vi) The personnel shall perform all the duties assigned by the respective HODs/ Assessing Officer/Officer/Staff to whom they are attached from time to time.
- (vii) The contractor will be responsible for payment of salary to the personnel deployed.
- (viii)The contractor shall ensure that the work undertaken by its personnel is carried out efficiently and to the satisfaction of HODs/AOs/Offlcers/Staff to whom they are attached.
- (ix)The contractor and the personnel engaged by the contractor shall be subject to the entry and exit procedures of the Department as may be determined by the Department from time to time.
- (x) If in the opinion of this office, the contractor engages "inadequate number of personnel or does not execute the work in a satisfactory manner or in accordance with the terms and of the contract O/o CIT, Kota may get the work done through a third party without any written notice to the contractor, the cost of which will be deducted from the contractor from the monthly payment.
- (xi)In the event, O/o CIT, Kota deciding to renew this contract on the same terms as embodied or such other modified terms as it may think fit and proper, it shall communicate the decision to the contractor prior to the expiry of this agreement in which event the parties to this agreement shall be governed by such documents for future or further transaction.

- (xi) Close liaison shall be maintained with the officer-in-charge for smooth and efficient performance of duties of the personnel.
- (xiii) The contractor shall indemnify and shall keep the offices of CIT, Kota indemnified against acts or omission or negligence, dishonesty or misconduct of the men engaged for the work and Income Tax Department, Kota shall not be liable to pay any damages or compensation to such person or to third party.
- (xiv) The contractor shall arrange for the maintenance of all such registers and forms as are statutorily required and/or considered necessary for the efficient performance of this contract. The contractor shall ensure timely payment of EPF/ESI, Service Tax and all other statutory levies and to provide the proof of the same to the concerned authority.
- (xv) That it is clearly agreed and understood that all the personnel provided/ engaged by the contractor shall be the employees of the contractor and all disputes between the contractor and its personnel shall have no bearing on Income-tax Department, Kota. Income-tax Department shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employees, ex-employee of the contractor. The contractor is fully responsible for disciplined behaviors of its workmen.
- (xvi) All damages caused by the contractor or contractor's personnel or by any other personnel arising out of contractor's employers' instructions shall be charged to the contractor and recovered from its dues/ bills.
- (xvii) Failure by the contractor to comply with any statutory requirement and / or the terms of the agreement during the period of contract shall result in termination of the contract and subsequent disqualification from participation in any further tender of the department.
- (xviii) In case the contractor withdraws or CIT, Kota terminates the contract for violation of terms and conditions and /or deficiency in service during the period of contract, the additional expenses in hiring a new contract or temporary arrangement, till the time of appointing a regular contractor through a similar tender process, shall be adjusted against payment to be made to the contractor.
- (xix) The service charge quoted shall be inclusive of issue of Uniforms & Identity Cards and other expenses relating to maintenance of register, supervisory charge and other charges to be incurred by the contractor to satisfy the terms and conditions of tender.
- (xx) In case, the person deployed by the contractor is absent/leave, suitable replacement should be given immediately with information to the O/o CIT, Kota
- (xxi) In case, complaints are received against the personnel deployed by the contractor and if the complaints are found to be true, the personnel should be replaced immediately.
- (xxii) The contractor shall not be allowed to or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
- (xxiii) The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The payment of wages during period shall not be less than the minimum wages fixed by the Central Govt. from time to time.
- (xxiv) The requirement of this office may further increase or decrease during the period of contract and the contractor would have to provide additional manpower, if required on the same terms and conditions.
- (xxv) The contractor shall furnish the following documents in respect of the individual manpower who will be deployed by him in this department before the commencement of work.

- a. List of Persons shortlisted by the Agency for deployment at the O/o CIT, Kota containing full details i.e. date of birth/ marital status, complete address etc.
  - b. Bio-data of the person
  - c. Character Certificate from a Gazetted Officer of the Central /State Government.
  - d. Certificate of Verification of antecedents of persons by local police authority.
- (xxvi) The service provider shall ensure that any 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 in this office.
- (xxvii) The service provided shall ensure proper conduct or his personnel in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.
18. In the event of the contract being awarded, the contractor should be prepared to deploy the persons w.e.f **01.09.2014**.
19. In the event of increase in Service Tax by Central/State Govt. in future applicable under this contract, the Department shall bear the same.
20. **Final Payment** : The contractor shall submit the bill for every month by the 3<sup>rd</sup> day of next month along with the statement showing number of persons deployed for number of days certified by the respective officers/DDO. No interim bills will be entertained. Payment will be made through Cheque/ECS within a month from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective officers/DDO. The payment shall be made by the respective Drawing and Disbursing Officers(DDOs). The payment is subject to TDS applicable under the Income Tax Act, 1961.

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( **Dr. Ashwini D. Hosmani** )  
Deputy Commissioner of Income Tax (Hq.)  
For Commissioner of Income Tax, Kota