



OFFICE OF Addl. DIRECTOR GENERAL OF INCOME TAX  
(Tax Payer Services-II & Admn.), Ministry of Finance, Govt. of India  
4<sup>th</sup> Floor, Mayur Bhawan, Connaught Place, New Delhi-110001  
Phone No. 011-23416148, Fax No. 011-23416140

**F. No.ADG(TPS-II)/Tender/2017-18/**

**Dated: 27.02.2018**

**Notice for Inviting Open Tender**

**Subject:- Hiring of Data Entry Operators, Semi-skilled Multi Tasking Staff and Un-skilled workers for office of the Pr. Director General of Income-tax (Admn. & TPS), 5th Floor, Mayur Bhawan, New Delhi - 110001 for a period of 1 year (01.04.2018 to 31.03.2019).**

On behalf of the Pr. Director General of Income Tax (Admn. & TPS) New Delhi, open tenders are invited from licensed & reputed parties/ firms/ companies/ agencies well experienced in providing Data Entry Operator , Semi-skilled Multi Tasking Staff and Un-skilled workers in Govt./Semi-Govt./PSUs etc. offices for providing 12 Data Entry Operators (Graduate), 3 Data Entry Operator (English)(Under Graduate), 1 Data Entry Operator (Hindi)(Under Graduate), 14 Semi-skilled Multi Tasking Staff, 8 Un-skilled workers (MTS purpose) and 8 Un-skilled workers (Housekeeping) for office of the Pr. Director General of Income-tax (Admn. & TPS), 5th Floor, Mayur Bhawan, Connaught Circus, New Delhi - 110001.

Tender is invited in two parts, i.e. (1) Technical bid and (2) Financial bid. The tender form for qualifying bid in the pro-forma prescribed in Annexure-I and the tender form for the financial bid in the pro-forma prescribed in Annexure-II, complete in all respects, sealed separately, and kept in sealed cover together, should be super scribed as "Tender for providing Data Entry Operator and Semi-skilled Multi Tasking Staff and Un-skilled workers", and should be submitted to the **AADIT(Admn.), O/o the Pr. Director General of Income-tax (Admn. & TPS), New Delhi, Room No-424, 4<sup>th</sup> Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001. (IN SEALED BOX KEPT IN ROOM NO. 424).**

The Tender documents along with instructions, scope of work and terms & conditions can be downloaded from the web site **www.E.Procurement.gov.in** or can be collected from the **AADIT(Admn.) O/o the Pr. Director General of Income-tax (Admn. & TPS) New Delhi, Room No-424, 4<sup>th</sup> Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001.**

1. Date & Time for submission of Tender documents up to **21.03.2018 till 05:00 PM.**
2. Date & Time of Opening of Technical bid – **22.03.2018 at 11:30 AM**
3. Date & Time of Opening of Financial bid - **23.03.2018 at 11:30 AM.**

Place of Opening of Tender Bids – Room no. 424, 4<sup>th</sup> Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001. The financial bids of only those bidders will be considered, who qualify in all respects in Technical Bids.

Incomplete tender/tender received beyond date/time notified above shall be out rightly rejected.

-Sd-

**(Amit Kumar Jain)**  
**Addl. Asstt. Director of Income tax (Admn.)**  
**On behalf of Addl. DG (TPS-II & Admn.)**  
**Mayur Bhawan, New Delhi**  
**Phone No. 011-23413853**

**A. INSTRUCTIONS FOR TENDER**

1. The office of the Pr. Director General of Income-tax (Admn. & TPS), New Delhi invites open tenders from licensed reputed parties/ firms/ companies/ agencies well experienced in providing services of Data Entry Operator, Semi-skilled Multi Tasking Staff and Un-skilled workers in Govt./Semi-Govt. offices/PSUs etc. for providing 12 Data Entry Operators (Graduate), 3 Data Entry Operator (English)(Under Graduate), 1 Data Entry Operator (Hindi)(Under Graduate), 14 Semi-skilled Multi Tasking Staff, 8 Un-skilled workers (MTS purpose) and 8 Un-skilled workers (Housekeeping) for office of the Pr. Director General of Income-tax (Admn. & TPS), 5th Floor, Mayur Bhawan, Connaught Circus, New Delhi – 110001.
2. The contract is to be made for One Year w. e. f. 01.04.2018 to 31.03.2019. The period of the contract may be further extended after the completion of contract at that time if this office requires to continue with the arrangement of services provided of Data Entry Operator, Semi-skilled Multi Tasking Staff and Un-skilled workers and is satisfied with the services so provided or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of service by the selected Company / Firm /Agency, or for non-adherence of statutory requirements on the part of service provider.
3. The tendering Company/Firm/Agency is required to enclose staff attested photocopies of the documents, as per the requirements of Technical Bid as given in the Annexure-I, failing which their bids shall be summarily / out rightly rejected and will not be considered any further.
4. Conditional bids shall not be entertained and will be out rightly rejected at the very first instance.
5. All entries in the tender form should be legible and filled up 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 bid 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.
6. The envelope containing Technical Bid shall be opened first on the scheduled date and time, in Room no. 424, AADIT(Admn.) O/o the Pr. Director General of Income-tax (Admn. & TPS), New Delhi at 4<sup>th</sup> Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001 in the presence of the duly authorized representatives of the bidders, if any, who wish to be present on the spot at that time. Financial bids of only technically qualified, eligible bidders meeting all the requisite criteria shall be opened in presence of short listed contractors or their authorized representatives.
7. The competent authority of Office of the Pr. Director General of Income-tax (Admn. & TPS), New Delhi, 5<sup>th</sup> Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001 reserves the right to annul any or all bids without assigning any reason.
8. The bidder shall quote the technical & financial bids as per the format enclosed at Annexure I & II.
9. All documents furnished shall be serially numbered at the bottom of each page.

**B. TECHNICAL REQUIREMENTS 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 National Capital Territory of Delhi.
2. The Service Provider Company / Firm/ Agency 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).
3. Service Provider Company / Firm/ Agency should have at least three years/ experience in providing similar services to private/public sector Company/Banks /Government Departments etc.(Enclose documentary evidence)
4. Service Provider Company / Firm / Agency should have its own Bank Account(Enclose copy of bank statement of last 3 years).
5. Service Provider Company / Firm/ Agency should exist on the records of Service Tax/GST Departments for the last 3 years(Enclose copy of Returns/Challans).
6. Service Provider Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts(Enclose copy of EPFO-Challan + ECR and ESIC-Challan +ECR for the last 3 years)
7. The Service Provider Company / Firm/ Agency should have completed at least one service contract of value not less than Rs.50 lakh *or* two service contract of 30 *lakh* each per annum related to providing similar services during the last 3 years.
8. The Service Provider Company / Firm / Agency must have a turnover of Rs. 5 crore per year during the last three financial years i.e. F.Y. 2014-15, 2015-16 and 2016-17.
9. The Service Provider Company / Firm / Agency must submit copy of Income Tax returns for A.Y. 2015-2016, 2016-17 and 2017-18 (Along with copy of audited B/S and P&L A/c for the respective F.Y.).
10. The Service Provider Company / Firm / Agency shall submit affidavit/under taking stating that the agency is / has not been black listed/previous contract penalized by Central Government / State Government / any PSU etc in any of its previous contract.

**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.**

**C. FRAUD AND CORRUPT PRACTICES**

1. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Office may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
2. Without prejudice to the rights of this Office under Clause 1. hereinabove, if an Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by this Office during a period of 2 (two) years from the date such Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

3. For the purposes of this clause 1., the following terms shall have the meaning hereinafter respectively assigned to them:
4. "Corrupt practice" means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
5. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
6. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
7. "undesirable practice" means (I) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (II) having a Conflict of Interest; and
8. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

#### **D. LEGAL**

- I The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, Service Tax and any other Laws/ Taxes/ Acts/ Rules etc. governing the matter/ issues etc. If at any point of time it is noticed that the Contractor is deviating from any statutory procedures/ taxes/ Acts/ Rules then amount of deviation will be met out, out of the Performance Security Deposit made by the contractor.
  - i. The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to office of the Pr. Director General of Income-tax (Admn. & TPS), 5th Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001 to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
  - ii. The Service provider shall maintain all statutory registers under the applicable laws. The service provider shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.
  - iii. The Tax Deduction at Source (T.D.S.) shall be done 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 service provider by this Office.
  - iv. In case, the tendering service provider fails to comply with any statutory provision/ taxation liability under appropriate law and as a result thereof the Office is put to any loss,/ obligation, monetary or otherwise, the Office of the Pr. Director General of Income-tax (Admn. & TPS), New Delhi 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.

**All the documents must be numbered.**

**E. FINANCIAL**

1. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs.3,00,000/- (Rupees Three Lakh only) for DEOs, Semi-skilled Multi Tasking Staff and Un-skilled workers in the form of Demand Draft/ Pay Order drawn in favour of the ZAO/CBDT, New Delhi failing which the tender shall be rejected out rightly.
2. The EMD in respect of the Agency which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to it without any interest. However, the EMD in respect of the successful tenderer shall be returned after submission of the Performance Security Deposit towards the Performance Security Deposit. Further, if the Agency fails to provide services against the initial requirement from requisite date, the EMD as well as performance security deposit shall stand forfeited without giving any further notice.
3. Bids, offering rates which are lower than the minimum wages (as applicable for the NCT of Delhi) for the pertinent category, would be rejected. The agency shall be liable to pay the minimum rates of wages revised from time to time by the Govt. of NCT of Delhi, New Delhi.
4. The successful tenderer will have to deposit a Performance Security Deposit for a sum of Rs. 5,00,000/- (Rupees Five Lakh only) for DEOs, Un-skilled workers and Semi-skilled Multi Tasking Staff within 3 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of the ZAO/CBDT, New Delhi. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier. The Department shall not pay any interest on the Performance Security Deposit.
5. The tender document should also specifically mention the agency/ service charges appropriately commensurate with the supervisory/ administrative effort and financial expenditure involved in providing the services. The bids with `NIL`/ miniscule/ negligible/ nominal agency/service charges are liable to be rejected.
6. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Agency will be liable to be forfeited by this Office besides annulment of the contract.
7. The service provider shall raise the bill, in triplicate, along with attendance sheet to the Division under whom the outsourced personnel has been deployed by the 5th of the succeeding month. The concerned office/officer will send the bills duly verified to the office of Pr. Director General of Income-tax (Admn. & TPS), 5<sup>th</sup> Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001 for sanction and payment. As far as possible the payment will be released after receipt from the Accounts Officer, DIT's Field Pay Unit, New Delhi.
8. The Claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the previous 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. The copies/ tax receipts/ tokens deposited in respective offices should be shown to this office on monthly basis.

9. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Office of the Addl. DG(TPS-II & Admn.) 4<sup>th</sup> Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated / appointed by the Addl. Director General (TPS-II & Admn.), New Delhi and he /she shall not be a person below the rank of Commissioner of Income Tax.
10. The Office of the Addl. D.G. of Income Tax (TPS-II & Admn.) New Delhi, 4<sup>th</sup> Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001 reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered at any stage.

**SCHEDULE-I**

**SCOPE OF WORK OF THE DATA ENTRY OPERATOR, UN-SKILLED WORKERS AND SEMI-SKILLED MULTI TASKING STAFF**

**A) Data Entry Operator**

**1) PERSONNEL REQUIRED:**

1.1) The personnel to be deployed should have sound medical fitness, moral character, experience and training to handle any type of Data Entry Operator work.

1.2) Proper uniform and identification cards must be provided by the service provider to the Data Entry Operators and Supervisor, if any.

**2) DUTIES OF DATA ENTRY OPERATORS:**

The service provider shall undertake all types of work viz., Data Entry, Typing, Stenography work etc.

**(2.1) EMERGENCY WORK/ WEEKEND WORK:**

The service provider shall provide the required services of Data Entry Operator to this office as and when required by the authority. It shall also provide services of Data Entry Operator on Saturday, Sunday and any other Gazetted Holiday if required by any offices under Pr. Director General of Income-tax (Admn. & TPS), New Delhi.

**General Conditions :-**

The educational qualification and nature of duties in respect of Data Entry Operators are given below:-

Category	Speed words p.m.	Proficiency in
Graduate and above	60 w.p.m. (English) 50 w.p.m. (Hindi) (With 90% accuracy)	Window OS, MS Office (Word, Excel, PPT) Corel Draw, Photo shop
Matriculate but not graduate	50 w.p.m. (English) 45 w.p.m. (Hindi) (With 90% accuracy)	Window OS, MS Office (Word, Excel, PPT).

The personnel deployed should be well experienced, trained adequately and of sound health. They should be disciplined and well mannered, having experience in following fields:-

- Should have sound knowledge of preparation of presentation.

- Knowledge of excel and should be capable of preparing chart and graphs.
- Should have sound knowledge of MS Word (Page size, Tab and Margins, Alignment Page Numbering, Style Sheet, Front back printing, placement of pictures, modification as per requirement of office).
- Knowledge of Bookmark, setting in package viz. word, page maker, Corel Drawing, excel, Photoshop and In design.
- Internet knowledge, Email Printing and Hindi Typing.
- Taking dictation from officers of the Directorate.
- Handling all administrative work.

**B. Multi Tasking Staff (Semi-skilled) , Un-skilled workers (MTS) and Unskilled (Housekeeping)**

**1) PERSONNEL REQUIRED:**

1.1) The personnel to be deployed should have sound medical fitness, moral character, experience and training to handle any type of Multi Tasking Staff work.

1.2) Proper uniform and identification cards must be provided to the Multi Tasking Staff and Supervisor. If any.

**2) DUTIES OF MULTI TASKING STAFF(Semi Skilled):**

The service provider shall undertake all types of work viz., general cleanliness of the office, non clerical work, watch and ward duties, outdoor work such as delivery of dak files etc and any other work assigned by the office/superior authority from time to time.

**(2.1) EMERGENCY WORK/ WEEKEND WORK:**

The service provider shall provide the required services of Multi Tasking Staff to this office as and when required by the authority. It shall also provide Multi Tasking Staff on Saturday, Sunday and any other Gaz. Holidays, if required by any offices under Pr. Director General of Income-tax (Admn. & TPS).

**General Conditions :-**

- i) The minimum qualification of all the Multi Tasking Staff shall be 10th pass/Matriculate.
- ii) The duties of the Multi Tasking Staff would broadly include general cleanliness of the office, non-clerical work, watch and ward duties, outdoor work such as delivery of dak, files etc., and any other work assigned by the office/superior authority from time to time.
- iii) The contractor/bidder shall be required to provide Multi Tasking Staff having a fair knowledge of reading and writing English and Hindi. They should be able to work till late hours.

**C. Un-Skilled Workers (MTS)**

- i) The Minimum qualification of all the Un-skilled worker shall be 8<sup>th</sup> pass.
- ii) They should have fluency and fair knowledge of Hindi language.

iii) They shall be responsible for cleanliness and maintenance of office.

**Un-Skilled Workers (Housekeeping)**

- i) The Minimum qualification of all the Un-skilled worker shall be 5<sup>th</sup> pass.
- ii) They should have fluency and fair knowledge of Hindi language.
- iii) They shall be responsible for dusting and cleaning of floors, bathrooms, toilets, staircases and maintenance of office.

**TERMS AND CONDITIONS OF THE CONTRACT OF PROVIDING SERVICES OF DEOs, UN-SKILLED WORKERS AND SEMI-SKILLED MULTI TASKING STAFF :-**

1. The services shall be provided on all working days. Payment will be made on the basis of attendance of persons, and pro-rata deduction shall be made in absence of any person on any day/part of the day.
2. The working hours will be from 09.30 hours to 06.00 hrs daily, with ½ hrs lunch time break.
3. The relationship between the Pr. Director General of Income-tax (Admn. & TPS), New Delhi and the service provider would be that of the Customer and a Service Provider and none of the employees or agent of the service provider shall ever be treated as deemed to have been the employee of the Income Tax Department. The service provider shall explain this nature of relationship to all his employees or agents before deploying them for services to be rendered to the Pr. Director General of Income-tax (Admn. & TPS), New Delhi. As a token of their agreement for such a relationship, a signed declaration from the worker shall be obtained by the service provider and be produced by it as and when called upon to do so by the Pr. Director General of Income-tax (Admn. & TPS), New Delhi.
4. All existing statutory regulations of both the State as well as the Central Governments, if applicable, should be strictly adhered to by the Service Provider and paid by him in time on his own account. The evidence of compliance to this effect shall be submitted to the Pr. Director General of Income-tax (Admn. & TPS), New Delhi by the service provider every month along with the bill, failing which the payment of the bill may be withheld or stopped. The Pr. Director General of Income-tax (Admn. & TPS), New Delhi will, in no way be responsible for or associate itself with payment of any statutory liabilities or the salary paid or payable to the DEOs/MTS(Semi Skilled & Un-Skilled) by the service provider. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination and contract shall be awarded to next bidder at the same rate.
5. 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 in time every month.
6. The contractor/bidder should ensure that the monthly salaries/wages are paid to the workers deployed by him on or before 7<sup>th</sup> of every following month. The bill should be submitted by the service provider to this office by the 10<sup>th</sup> of the following month. The payment shall be made to the Service Provider only after submission of the bill and it will be credited directly to bank account of the bidder from the Govt. Accounts office. The contractor/bidder shall be liable to submit along with the bills, the evidence of payment of minimum wages to the manpower deployed. The contractor/bidder shall also be liable to submit the certificate from DEO/MTS deputed by him stating that the Minimum Wages has been paid to them.
7. The Service Provider shall indemnify and keep this office indemnified against all acts of 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.
8. All damages caused by the personnel to the property of the office shall be recovered from the Service Provider.
9. The service provider shall be duty bound to immediately replace any worker whose services are not found satisfactory by this Directorate. In case any worker is absent, the service provider should provide an immediate substitute failing which the payment will be deducted accordingly.
10. The Pr. Director General of Income-tax (Admn. & TPS), New Delhi will not involve itself in any dispute between the Service Provider and workers/employees of the Service Provider.

11. Notwithstanding anything contained herein, this office reserves the right to terminate the services of the Service Provider at any time after giving a notice of one month. The letter communicating such termination of the contract shall be served on the contractor/bidder in person or by registered post at the address mentioned in the contract or at the last known address.
12. The number of DEO/MTS (Skilled & Un-Skilled) may increase or decrease on requisition of the Authority, at the same rate as quoted by successful bidder.
13. The persons supplied by the Service Provider should not have any adverse police records/criminal cases against them. The service provider should make adequate enquiries about the character and antecedents of the persons whom they provide for executing outsourced services.
14. The Service Provider personnel shall not divulge or disclose to any persons any details of office operation process, technical know-how, MTS arrangements, administrative/organizational matters as all are confidential/ secret in nature.
15. The Service Provider 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 Pr. Director General of Income-tax (Admn. & TPS), New Delhi. The Service Provider shall be responsible for any act of indiscipline or otherwise on the part of persons deployed by him.
16. The Service Provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, tobacco, gutka, smoking, loitering without work etc.
17. The Minimum Wages paid to the service provider will be the amounts notified under Minimum Wages Act by the Competent Authority (Govt. Of NCT/Delhi). Whenever the wages/statutory payments are enhanced or reduced by notification of the competent authority, the service provider shall bring the same to the notice of this Directorate. If it is found that the service provider has paid wages to any worker lower than the minimum wages notified by the Competent Authority (Government of NCT/Delhi) before making statutory deduction, then the contract is liable to be terminated, in which event the contract shall be awarded forthwith to the next eligible bidder for the remaining period of the contract.
18. The Service Provider shall arrange for a substitute well in advance if there is any probability of a worker leaving due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider
19. Pr. Director General of Income-tax (Admn. & TPS), New Delhi shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
20. The Service Provider shall indemnify and keep this office indemnified against all acts of 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. If the customer suffers any loss or damage on account of negligence, default or theft or otherwise due to any act of omission/commission of the employee/agents of the service provider, then the service provider shall be liable to reimburse this department for the same. The Service Provider shall keep this department fully indemnified against any such loss or damage. The amount of loss so quantified shall be adjusted against any bills pending for payment to the service provider.

21. The agreement can be terminated by either party by giving one month's notice in advance. If the Service Provider fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amounts due to the service provider shall be forfeited.
22. The Service Provider shall not assign, transfer, pledge or sub contract the performance of service without the prior written consent of this department.
23. If any false/incorrect/wrong/inconsistent/suppressed/part information is noted and has been provided/not provided (as the case may be) by the Service Provider under this agreement or leading to this agreement, it shall render this agreement liable to be cancelled.
24. Any change in the constitution or ownership of the concern of the Service Provider shall be notified forthwith by the Service Provider in writing to the O/o the Pr. Director General of Income-tax (Admn. & TPS), New Delhi and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the Service Provider in respect of this contract unless he/they agree to abide by all the instructions and terms and conditions of the contract.
25. Any change in staff/MTS of the Service Provider must be informed to the building supervisor OR AADIT(Admn.) O/o the Pr. Director General of Income-tax (Admn. & TPS), New Delhi, Room No-424, 4<sup>th</sup> Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001.
26. The O/o the Pr. Director General of Income-tax (Admn. & TPS), New Delhi reserves the right to reject any particular person employed by the Service Provider without assigning any reason thereof. Such staff will have to leave the campus at short notice and shall be replaced by suitable substitute. The Service Provider shall furnish a detailed list of employees along with their addresses, photo identity proof to the building supervisor "O/o AADIT(Admn.) O/o the Pr. Director General of Income-tax (Admn. & TPS), New Delhi, Room No-424, 4<sup>th</sup> Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001.
27. In the event of instances of the gross misbehavior, theft, burglary, moral turpitude, misuse of the occupied area, breach of a contract, unsatisfactory services etc. by the Service Provider or by any staff/agent of the Service Provider, O/o the Pr. Director General of Income-tax (Admn. & TPS), New Delhi may forthwith terminate this contract summarily.
28. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of New Delhi.
29. The Service Provider is liable for payment of penalty as may be levied by the O/o the Pr. Director General of Income-tax (Admn. & TPS), New Delhi up to a maximum of Rs. 1000/- (Rupees one thousand only) per instance for poor services, inadequate staff, use of the office properties by the personnel employed by the Service Provider etc. and/or for non-compliance of any terms of the Service Provider and the same shall be recoverable from the bills payable to the Service Provider. This applies to all the work covered in this contract.
30. The workers provided by the Service Provider shall have no privity of contract with Income Tax Department and they shall not be treated employees/part time workers of licensees of the department i.e. the Income Tax Department in any manner whatsoever for the purpose of wages/payments of any nature/or statutory obligations as per law of the land.

-Sd-

**(Amit Kumar Jain)**  
**Addl. Asstt. Director of Income tax (Admn.)**  
**On behalf of Addl. DG (TPS-II & Admn.)**  
**Mayur Bhawan, New Delhi**  
**Phone No. 011-23413853**

**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

**For Providing Data Entry Operator, Un-skilled workers and Semi-skilled Multi Tasking Staff in Office of the Pr. Director General of Income-tax (Admn. & TPS), New Delhi, 5<sup>th</sup> floor, Mayur Bhawan, Connaught Circus, New Delhi-110001.**

<b>S.No.</b>	<b>Particulars</b>	<b>Page No.</b>
1.	Name and address of bidder/ Tendering Company/ Firm/ Agency (Attach certificates of registration)	
2.	Name of Authorised Signatory	
3.	Name of proprietor/Director of Company/Firm/Agency	
4.	Full Address of Registered Office with Telephone No., FAX and E-Mail	
5.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail with name of the Contact Person(s) and Mobile No. to whom all reference shall be made.	
6.	Banker of Company/Firm/ Agency with full address (Attach certified copy of statement of A/C for the last three financial years)	
7.	PAN (Attach attested copy of PAN Card)	
8.	Service Tax Registration No. (Attach attested copy)	
9.	E.P.F. Registration No. (Attach attested copy)	
10.	E.S.I. Registration No. (Attach attested copy)	

11.	Documents showing completing at least one service of value not less than Rs.50 Lakh per annum or 2 contracts of Rs. 30 lakh per annum related to providing similar services in a single contract during the last 3 years.																		
12.	Labour Department Regn. No. with evidence																		
13.	Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of Government Departments, PSUs and other Private sector, during the last three years in the following format. (Attach copies). <table border="1" data-bbox="272 420 1117 735"> <thead> <tr> <th>Sr. No.</th> <th>Details of client alongwith address, telephone and Fax numbers.</th> <th>Amount of Contract. (Rs. Lakhs)</th> <th>Duration of Contract. From to</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> (If the space provided is insufficient, a separate sheet may be attached.)	Sr. No.	Details of client alongwith address, telephone and Fax numbers.	Amount of Contract. (Rs. Lakhs)	Duration of Contract. From to														
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14.	Income declared in I.T. returns for A.Y. 2014-15 & 2015-2016, 2016-17 (enclose copy of I T Returns acknowledgement for the relevant assessment years).																		
15.	Total Turnover of the business in F.Y. 2014-15 & 2015-2016, 2016-17 (Attach copy of Audited B/S for F.Y. 2014-15, 2015-16 & 2016-17).																		
16.	Affidavit/under taking stating that the agency is / has not been black listed by Centre / State Government / PSU etc. in any of its previous contracts (Attach copy)																		
17.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-III)																		
18.	Details of Earnest Money Deposited: DD No.....Dated..... Amounts: Rs..... Drawn Bank.....																		

Signature of authorized person

Date:

Place:

Name:

Seal:

**DECLARATION**

I, \_\_\_\_\_ Son / Daughter / Wife of  
Shri \_\_\_\_\_ Proprietor/Partner/Director, authorized  
signatory of the Company/Agency/ Firm, mentioned above, is competent to sign this  
declaration and execute this tender document;

1. 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.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

**ANNEXURE- II**

**FINANCIAL BID**

(To be kept in a separate sealed envelope)

**For Providing Data Entry Operator, Un-skilled workers and Semi-skilled Multi Tasking Staff in Office of the Pr. Director General of Income-tax (Admn. & TPS), New Delhi, 5<sup>th</sup> floor, Mayur Bhawan, Connaught Circus, New Delhi-110001.**

1. Name and address (with telephone no. & fax no. of tendering Service Provider Company / Firm/ Agency :

Particulars of Bid per Data Entry Operator, Un-skilled workers and Semi-skilled Multi Tasking Staff inclusive of all the applicable taxes, viz. Service Tax

S.No.	Particulars	Amount (In Rs.)			
		For DEOs		For MTS	
		Graduates and above	Matriculates but not Graduate	Multi Tasking Staff (Semi-skilled)	Un-skilled Worker
1.	Wages*				
2.	PF Contribution*				
3.	ESI Contribution*				
4.	Service charges/ Other liabilities				
5.	GST *				
<b>6</b>	<b>Grand Total</b>				
7.	Rate per day for Saturday/Sunday/Holiday				
8.	Rate per extra hour				

**\* The Agency shall be liable to pay the minimum rates of wages revised from time to time by the Govt. of NCT of Delhi/New Delhi.**

**DEDUCTIONS:** Income tax as applicable shall be deducted at source. The Service Providing Company/Agency/Firm shall be responsible for meeting out all the tax implications as per Rules of other Government Departments.

**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. Therefore, all the charges statutory or otherwise borne should be given separately.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by the Service providing Company/Agency/Firm during the month.

**DECLARATION**

I hereby certify that the information furnished above is true 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; I/We will be blacklisted and will not have any dealing with the Department in future.

Date:

Signature of authorized person  
Full Name:  
Seal:  
Place:

**ANNEXURE- III**

**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

We certify that in the 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 on a judicial pronouncement or arbitration award, nor been expelled from any project of 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 or restrictive practice as defined in Section-B of Fraud and corrupt practice on the General Instructions for tender 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 enterprises or any Government, Central or State;

and

b. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section-B of Fraud and Corrupt practice of the terms and conditions of the documents, no person acting for us or on our behalf has engaged 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 indicated of 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 regarded 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.

**DECLARATION-**

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

(Signature of Authorized Signatory with date)