



**GOVERNMENT OF INDIA  
OFFICE OF THE COMMISSIONER OF INCOME TAX  
CIVIL LINES, GORAKHPUR**

**F.No. CIT/GKP/Outsourcing of services/MTS/2013-14**

**Dated: 21.06.2013**

**Subject - Outsourcing of services/provision of Multi Tasking Staff (MTS) in the office of the Commissioner of Income-tax, Gorakhpur - Regarding -**

1. Sealed tenders are invited for and on behalf of the President of India from experienced and reputed manpower supplying agencies (hereinafter called 'Service Provider') for providing services of Multi Tasking Staff ((hereinafter called 'MTS') in the office of the Commissioner of Income-tax, Gorakhpur.
2. The duty of MTS would broadly include attending to general cleanliness, non-clerical work, watch and ward duties, outdoor work such as delivery of dak and also any other work assigned to them by the senior officers/officials.
3. Upto 25 (Twenty Five) MTS may be required which number may however increase or decrease.
4. MTS who are proposed to be deployed for work in the office will have to undergo for an interview before screening committee.
5. The period of contract would be for one year from the date of agreement but the same may be renewed subject to satisfactory performance of the services and the requirement and with or without such further condition as may be deemed necessary by the hirer of services.
6. **Eligibility criteria for Service Provider :**
  - a) Service Provider should have valid PAN number
  - b) It should be registered with Service Tax, Provident Fund and ESI authorities.  
Necessary documents in this regard must be filed with the technical bid.
  - c) It should not have been blacklisted by any Government Organization.
  - d) It should be agreeable to other terms and conditions as at Annexure-I.

**7. Eligibility of Multi Tasking Staff :**

- The MTS should have a fair understanding of Hindi.
- They should be able to work till late hours.

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## 8. Duties of Multi Tasking Staff :

Duties shall include one or more of the following, to be assigned from time to time -

- Physical maintenance of records of the office.
- General cleanliness and upkeep of the office.
- Carrying of files and other papers.
- Photocopying, sending of fax, etc.
- Other non-clerical work.
- Assisting in routine office work like diary, dispatch etc.
- Delivering of dak or notices.
- Watch and ward duties.
- Opening and closing of rooms.
- Cleaning of rooms.
- Dusting of furniture etc.
- Cleaning of building, fixtures, etc.
- Driving of vehicles if in possession of valid driving license.
- Upkeep of parks, lawns, potted plants, etc.
- Any other work assigned by the higher authorities.

## 9. Bidding Process:

**9.1** An earnest money deposit of Rs 10,000 (Rs Ten Thousand Only) in the form of Demand Draft drawn in favour of the ZAO, CBDT, Lucknow payable at Lucknow has to be furnished. The same would be forfeited if the bidder withdraws before finalization of the bid. The earnest money shall be refunded to the unsuccessful bidders within a week of conclusion of bid process.

**9.2** The interested parties will submit sealed tenders in two parts - technical bid and financial bid.

### (A). The technical bid shall contain :

- (i) The proforma at Annexure-II, duly filled in.
- (ii) Agency profile, including previous experience of manpower supply.
- (iii) Acceptance of terms and conditions at Annexure-I.
- (iv) Demand draft for earnest money deposit.
- (v) A list of initial candidates who have to undergo interview with brief particulars of their qualifications & experience and one stamp size photograph of each of them. Any shortfall in number viz-a-viz numbers of persons required shall have be supplemented by additional list in case the contract is awarded.

The technical bid would be rejected and the concerned bidder would be excluded from further bid process If any of the eligibility criteria specified in para 6, 7 & 9 and requirements in para 9.2 A relating to technical bid are not fulfilled.

**(B). The Financial bid should contain the following:**

- (i)** Amount to cover cost of monthly salary/wages payable to each MTS, including statutory levies like PF/ESI etc.
- (ii)** Service charges of the Service Provider per MTS.
- (iii)** Total amount i.e. aggregate of (i) & (ii) above per MTS.

The lowest bidder shall be decided on the basis of amount in clause (iii) above. It may be clarified that service tax, as applicable, will be separately paid with each monthly bill on actual basis.

**9.3 Both the technical and financial bid, should be put in separate sealed envelopes marked as technical bid and financial bid respectively, and should then be placed in a larger sealed envelop superscribed "Tender for outsourcing of MTS". This should be addressed to the Income Tax Officer (Hq.)-1, office of the Commissioner of Income-tax, Civil Lines, Gorakhpur and sent by post or hand delivered before 5 pm on working days during the period 28.06.2013 and 02.07.2013.**

- 10.** The technical bids will be opened by the Tender Committee in the presence of the participating bidders who may be present.
- 11.** The bidders fulfilling other pre-qualifications shall be intimated a date to produce MTS registered with them for an interview to assess suitability of MTS to determine successful bidders in Technical bid.
- 12.** The financial bid of those bidders, whose technical bid has been successful in respect of all pre-qualifications, would be opened on a date & time intimated to each of them in advance. The successful bidder shall have to execute the contract within three days of the offer & furnish performance guarantee amount as per clause 28 of Annexure-I.
- 13.** The office of the Chief Commissioner of Income-tax, Lucknow however, reserves its right to reject any or all bids at any stage of bid process without assigning any reason.
- 14.** The area of work will cover Commissioner of Income Tax, Gorakhpur charge which will include Gorakhpur, Kushinagar, Deoria, Mau and Azamgarh districts.

**(Rakesh Mohan Srivastava)**  
**Income Tax Officer (Hq.)-1,**  
**O/o the Commissioner of Income Tax,**  
**Gorakhpur.**

**Terms and Conditions for providing services of MTS :**

1. All services on outsourcing basis shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
2. 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.
3. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment by collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this office.
4. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a direction.
5. The service provider shall engage necessary number of persons as required by this office from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. The wages cannot be lower than the amount notified by the Government under the Minimum wages Act 1948 from time to time.
6. If it is found that the service provider has paid wage to any MTS lower than the rate approved in the contract or the minimum wages notified by the Labour Directorate of the Government whichever is higher, then the contract will be liable to be terminated.
7. There shall be no Master and Servant or Employer and Employees relationship between the employees of the service provider and the Union Government and further the said persons of the service provider shall not claim any employment or engagement or absorption in the Income tax Department in future on the basis of services to be provided under this contract.
8. The service provider's persons shall not claim any benefit/compensation/absorption/regularization of service from/in this office under the provision of Industrial Disputes Act

1947 or Contract Labor (Regulation & Abolition) Act, 1970 or any other law of similar nature. Undertakings from the persons to this effect shall be required to be submitted by the service provider to this office.

9. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements and administrative organizational mailers as all are confidential/secret in nature.
10. The service providers personnel's should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
11. The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the office.
12. The office may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable to this office because of incompetence, security risk, conflict of interest, breach of confidentiality or improper conduct upon receiving written notice from this office.
13. The service provider has to provide photo identity cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
14. The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work. He shall ensure that workers deployed maintain discipline of the highest order and that they restrict themselves to their assigned work only.
15. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider and the office shall not be liable or responsible on any of these accounts towards any personnel of the service provider.

16. Working hours would be normally from 9.30 am to 6.00 pm during five working days a week, including half an hour lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may also be called on Saturday, Sunday and other gazetted holidays, if required for which they will be paid extra amount as per the rates.
17. That the Service Provider will be wholly and exclusively responsible for 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 this office shall not incur any liability for any expenditure whatsoever on the persons employed by the Service Provider on account of any obligation. The Service Provider will be required to provide particulars of PF, Group Insurance of its employees engaged in this office.
18. The service provider will submit the bill, in triplicate, in respect of a particular month by the 5th of the following month. The payment will be released within 15 days of submission of bill, subject to the availability of fund, after deduction of taxes deductible at source under the laws in force.
19. The outsourced personnels will be attached to and will work under the overall supervision and direction of the Income Tax Officer (Hq.) (PR), O/o the Chief Commissioner of Income Tax, Lucknow. Payments to the service provider would be strictly on certification by the Income Tax Officer (Hq.) (PR).
20. No wage/remuneration will be paid for any MTS for the days of absence from duty unless a substitute has been provided.
21. The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of this office.
22. The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
23. The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from this office to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly

observe the instructions issued by this office in fulfillment of the contract from time to time.

24. This office 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.
25. That the Service Provider on its part and through its own resources shall ensure that the goods, materials and equipments etc supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc.
26. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the Service Provider, then the Service Provider shall be liable to reimburse to this office for the same. The Service Provider shall keep this office fully indemnified against any such loss or damage.
27. This office will maintain an attendance register in respect of the MTS deployed by the Service Provider on the basis of which wages/remuneration will be decided in respect of such MTS at the approved rates.
28. The successful bidder shall furnish a security deposit equivalent to Rs 10,000 (Rupees Ten thousand only) in the form of an account payee demand draft drawn in favour of the Income Tax Department payable at Gorakhpur /Fixed Deposit Receipt from Commercial bank/Bank Guarantee from a commercial bank in an acceptable form as performance guarantee for safeguarding the interest of the office in all respects. The security deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by this office or on noncompliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Service Provider.
29. The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on all these terms and conditions. The agreement will be valid for a period of one year commencing from date of signing such agreement and shall continue to be in force in the same manner unless terminated or modified in writing. The contract/agreement is renewable subject to

satisfactory performance of the Service Provider and with such amendments / modifications of terms and conditions as may be mutually agreed to including rise in wages / service charges taking into a/c the increase in minimum wages by the Govt after the contract comes in force.

30. Notwithstanding anything contained herein, this office reserves the right to terminate the services of the Contracting Agency/Service Provider at any time without giving any prior notice or assigning any reasons whatsoever.
31. The service provider shall not assign, transfer, pledge or sub- contract the performance of service without the prior consent of this office.
32. That on the expiry of the agreement, as mentioned above, the Service Provider will withdraw all its personnel and clear their accounts by paying them at their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Service Provider it shall be the entire responsibility of the service provider to pay and settle the same.
33. In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to office of the Commissioner of Income tax, Gorakhpur whose decision in the matter shall be binding on both the parties.

**(Rakesh Mohan Srivastava)**  
**Income Tax Officer (Hq.)-1,**  
**O/o the Commissioner of Income Tax,**  
**Gorakhpur.**

## TECHNICAL BID

**Application for providing Multi-Tasking Staff to the office of the  
Commissioner of Income Tax, Gorakhpur.**

<b>S.No</b>	<b>Particulars</b>	
<b>1.</b>	Name of the Service Provider	
<b>2.</b>	Detailed office address of the Service Provider with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
<b>3.</b>	E-mail Address	
<b>4.</b>	Banker details	
<b>5.</b>	Whether registered with concerned Government Authorities like EPF & ESI (copies of certificates of registration to be enclosed)	
<b>6.</b>	PAN/TAN Number (copy to be enclosed)	
<b>7.</b>	Service Tax Registration Number (copy of registration certificate to be enclosed)	
<b>8.</b>	Details of Earnest Deposit	
	(i) Amount	
	(ii) Draft No	
	(iii) Date	
	(iv) Issuing Bank	
<b>9.</b>	Whether the Service Provider has been blacklisted by any Government Department or any criminal case is registered against the firm or its owner / partner anywhere in India.	
<b>10.</b>	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance or the same, is attached	
<b>11.</b>	Whether Service Provider profile is attached	
<b>12.</b>	Brief particulars of MTS's proposed to be supplied in the enclosed Proformed merged 'A'	

Dated :

**Signature of the bidder  
with name in capital letters  
alongwith stamp**

**Proforma – ‘A’**

**Proforma for submitting list of candidates proposed to be deployed and have to undergo Interview to be filled up in black-ink in legible block letters**

(To be filled up in Black Ink in legible capital letters)

<b>S.No.</b>	<b>Name and address of candidate</b>	<b>Date of Birth</b>	<b>Educational Qualification</b>	<b>Previous Experience</b>	<b>Contact Number</b>	<b>Photograph</b>
1						
2						
3						
4						
5						
6						
7						
8						
9						

**Dated :**

**Signature of the bidder  
with name in capital letters  
alongwith stamp**