



सत्यमेव जयते

GOVERNMENT OF INDIA
INCOME – TAX DEPARTMENT
OFFICE OF THE ADDL. DIRECTOR OF INCOME TAX [INV.],
ALBUQUERQUE HOUSE, PANDESHWAR, MANGALURU – 575001, KARNATAKA
TELE FAX: 0824 2425600

F.No.68/E-tender/MTS/MNG/Addl.DIT(INV)/2019-20

Dated:16.08.2019

**TENDER NOTIFICATION FOR PROVIDING, DATA ENTRY OPERATOR , MULTI TASKING
STAFF AND HOUSEKEEPING PERSONNEL**

1. The Addl. Director of Income Tax (Inv), Mangaluru invites two bid tender [**Technical and Financial Bid**] from bidders having experience of providing One Data Entry Operator,One Multi-Tasking Staff and Two Housekeeping personnel. **The period of contracts shall be for a period of One year. The Contract may be renewed for a maximum period of One year, as mutually agreed upon subject to satisfactory performance.**
2. The Bidders are requested to obtain the Bid forms and other details from office of the Addl. Director of Income Tax (Inv), Ground Floor, Albuquerque House, Pandeshwara, Mangaluru, from the date of publication of tender notification on all working days between 11.00 AM to 4 PM upto 30.08.2019 by payment of Rs.500/- by way of Demand Draft/ Banker's Cheque drawn in favour of ZAO, CBDT, Panaji.
3. The Bid forms and all other details can also be downloaded from the website <http://www.incometaxbengaluru.org>.The cost of the Bid document shall be paidseparately as mentioned in the Bid document.
4. The timelines for submission and opening of bids are mentioned in the Bid document. The bid should reach office of the Addl. Director of Income Tax (Inv), Ground Floor, Albuquerque House, Pandeshwara, Mangaluru latest by 04:00 PM on 30-08-2019. Bids received after the deadline will be treated as invalid.

ISSUED BY:


(Parameshwara M)

Income-tax Officer (Inv.) &DDO,
O/o Addl. Director of Income-tax (Inv.),
Mangaluru.

Copy to:

1. The Public Relations Officer, O/o- the Pr.CCIT, No.1, C.R. Building Queens Road, Bangalore with a request to upload the above notice and tender document enclosed herewith on the departmental website www.incometaxbengaluru.org The notice board of Addl. DIT(Inv) Office, Mangaluru.



F.No.68/E-tender/MTS/MNG/Addl.DIT(INV)/2019-20

Dated:16.08.2019

SECTION-II
DOMESTIC COMPETITIVE BIDDING
(Through Tender)

TENDER NOTIFICATION FOR PROVIDING, DATA ENTRY OPERATOR , MULTI TASKING
STAFF AND HOUSEKEEPING PERSONNEL

Sealed Tenders for providing

- A. Data Entry Operator (Skilled) for O/o Addl. Director of Income Tax (Investigation), Mangaluru.
- B. Multi Tasking Staff (Semi-skilled) for O/o Addl. Director of Income Tax (Investigation), Mangaluru.
- C. House Keeping(Semi-skilled) for O/o Addl. Director of Income Tax (Investigation), Mangaluru.

are invited by the Addl. Director of Income Tax (Investigation), Mangaluru from the bidders with experience/Financial/Infrastructure/manpower capabilities in accordance with relevant clauses of the bid document.

Name of the work	One Data Entry Operator, One Multi Tasking Staff and Two Housekeeping Personnel for Office of the Addl. Director of Income-tax (Inv.), Mangaluru.
Last Date & Time for receipt of Bid	16.08.2019 up to 4 P.M.
Last Date & Time for submittins Bid	30.08.2019 up to 4 P.M.
Time & Date of Openine of Bid	04.09.2019 up to 12 P.M.
Place of Opening of Bid	O/o- Addl. Director of Income-tax (Investigation), Albuquerque House, Opposite Forum Fiza Mall, Pandeshwar, Mangalore- 575001, Karnataka.
Office from where the tender documents can be obtained and submitted	O/o- Addl. Director of Income-tax (Investigation), Albuquerque House, Opposite Forum Fiza Mall, Pandeshwar, Mangalore- 575001, Karnataka.

The Bid process shall be as detailed in this Notice Inviting Tender [NIT].

The service providers are requested to study the full document before participating in the Bid process and give compliance report as per the Annexure/Forms enclosed, with signature on all the pages of the Bid document as a proof of having read it.



(Parameshwara M.
Income-tax Officer (Inv.) &DDO
For Addl. Director of Income-tax (Inv.),
Mangaluru.

TERMS AND CONDITIONS OF THE CONTRACT

1. SCOPE OF WORK

(A) DATA ENTRY OPERATOR(DEO)-SKILLED

The Service provider is required to provide One Data Entry Operator.

The duty of DEO would be attending to various typing work, documentation, taking dictation, printing of documents, photocopying and any other clerical work assigned by the superior authority.

Qualification Criteria:

- i.The Personnel should possess minimum of 10+2 pass with English as one subject
- ii.The Personnel should have good knowledge of Windows OS, MS Office

(Word, Excel, PPT), Internet.

- iii.The personnel should have typing speed of at least 40 words per minute.

- iv.The personnel should be able to type directly on the computer during dictation.

- v.The age of the personnel should be between 20 years to 40 years.

- vi.The documentary evidence of each of the essential eligibility criteria must be submitted after the successful bid.

- vii.The working hours of DEO will be from 09.30 AM to 06.00 PM with ½ hour lunch break and if necessary, to work after office hours

- viii.The personnel may be called on Saturday, Sunday and other gazette holidays, if required, for which they will be compensated with holiday

(B) MULTI TASKING STAFF(MTS)-(SEMI-SKILLED)

The Service provider is required to provide One Multi-Tasking Staff.

The duty includes general cleanliness of office, non-clerical work, arranging and moving of files, office equipments, dak etc., opening and closing of office, operating photocopier machine/Fax etc., maintaining records in proper order, bringing food, beverages and water for officers and staff of Department, serving of refreshment during meetings/Conference, thereafter cleaning conference/meeting hall and any other work assigned by the superior authority.

Qualification Criteria:

- i. The minimum qualification of MTS shall be 10th pass/matriculate.
- ii. The MTS should have a fair knowledge of reading and speaking English, Hindi and Kannada.
- iii. The age of the personnel should be between 20 years to 40 years.
- iv. The documentary evidence of each of the essential eligibility criteria must be submitted after the successful bid.
- v. The working hours of MTS will be from 09.30 AM to 06.00 PM, break. if necessary, after office hours, with ½ hour lunch break. The working hours may be extended on a particular day, as per administrative requirement.
- vi. The personnel may be called on Saturday, Sunday and other gazette holidays, if required, for which they will be compensated with holiday.

(C) HOUSEKEEPING.

The service provider is required to provide Two Housekeeping Personnel.

The duty of Housekeeping personnel is cleaning office premises/office area, office spaces, toilets, common area, cleaning/dusting table, chair and other furniture in office and office area and any other work assigned by the superior authority.

The requirement of personnel may increase or decrease during the period of contract and the bidder would have to provide additional personnel or reduce the personnel, if required, on the same terms and conditions.

Qualification Criteria:

- i. The minimum qualification shall be Higher secondary school.
- ii. The age of the personnel should be between 20 years to 45 years.
- iii. The documentary evidence of each of the essential eligibility criteria must be submitted after the successful bid.
- iv. The 8 hours duty per day (6 days in a week), if necessary, after office hours, with ½ hour lunch break. The working hours may be extended on a particular day as per the administrative requirements
- v. The personnel may be called on Sunday and other gazette holidays, if required, for which they will be compensated with holiday.

CHAPTER-2

2. INSTRUCTIONS TO BIDDERS

2.1 The Bid documents (non-transferable) can be seen at website www.incometaxbengaluru.org and the same can be downloaded, however, the cost of Bid document of Rs. 500/- shall be payable separately for each category otherwise the same shall be rejected.

2.2 ELIGIBILITY CRITERIA (TECHNICAL CRITERIA)

The bidder must fulfill the following conditions. Bid Document will be issued to only those specialized firms/contractors/service providers who comply the following eligibility criteria. **The Bidder shall submit the documentary proof of eligibility criteria, failing which the tender will be summarily rejected.** The bidders are requested to seek necessary clarifications during the pre-bid meeting.

- a) The bidder should be registered in India and providing manpower as mentioned in scope of work.
- b) The bidder should have suitable experience in providing manpower to Central/State Government Institutions/ PSUs /Autonomous Government Institution during previous three-year period from F.Y. 2016-17 & 2017-18, 2018-19.
- c) The bidder should provide the list of the top five clients served during the period from F.Y. 2016-17 & 2017-18, 2018-19, along with the details of the address of the premises, period of service and work certificate from the concerned client in this regard.
- d) Bidder shall submit Solvency Certificate from any nationalized bank for 25 lakhs.
- e) The average annual business turnover of the Agency in the last 3 financial years should be more than 25 lakhs. Certified financial statements should be enclosed for evidence. Copies of the IT Return filed for the latest three AYs i.e. 2016-17 & 2017-18, 2018-19., should be furnished along with a certified copy of the PAN card.
- f) The bidder should comply with all other relevant laws and regulations like Employee Provident Fund Act, Labour Commissioner License, Employee State Insurance Act etc. The necessary proof of the same has to be produced. All the members of work force will be governed by the Shop and Establishment Act of Government of Karnataka.
- g) The bidder should submit certified copy of Goods and Services Tax registration certificate.
- h) No Joint Venture/consortium is allowed to participate in the bid process.
- i) INCOME TAX DEPARTMENT, may reserve the right to relax any of the norms mentioned above if the bidders have exemplary previous record on quality of service from the four existing customers of it. This is subject to actual verification of the credentials.

2.3. **BID IS IN TWO PARTS.**

(i) **Technical Bid** containing details of general nature viz. Demand Draft for Cost of bid document, details required for Eligibility Criteria, Experience of Service provider as asked for in the bid. (as per the relevant Annexure).

(ii) **Financial Bid** Shall contain Schedule of rates duly filled, signed and stamped on each page.

- The above two envelopes should be separately sealed and superscribed as "**Envelope No.1-Technical Bid**" and as "**Envelope No.2-Financial Bid**" and enclosed in a **larger Envelope** superscribing as techno-financial Bid with Tender Notice No., category of manpower and addressed to the Addl. Director of Income Tax (Investigation), Mangaluru.
- Financial bid of only those bidders whose technical bid are found acceptable, in order and complete in all respects shall be opened by constituted committee in this office on notified time, date, place in presence of Qualified bidders or their duly nominated representatives and financial bid of bidders who do not qualify as per contents of the technical bid shall be returned to them and financial bid (without opening).
- Any deviation from the clauses hidden/intentional/unintentional shall be considered as contravention of the clauses of Bid document and same shall also be grounds of rejection.
- The bidder shall quote taking into cognizance the Central Minimum Wages Act/Rules, ESI, EPF & Bonus relevant for each category of manpower provided. The bidder has to quote for each category separately and bidder will be selected based on the lowest quote for each category separately.
- **The Bidder will have to specify the amount to be charged by it towards Service Charges for providing manpower. It may be noted that in order to eliminate frivolous bids and disguised share/deduction from salary of personnel provided, the Service providers bidding at 0% or absurdly low Service charges shall be disqualified.**
- The Bid form should be legibly written or typed quoting all in words as well as figures duly signed by bidder with Seal of Agency/Firm.
- The Bid document is not transferable. Each bidder shall submit only one bid as per scope of work. No bidder shall have any cause of action or claim against INCOME TAX DEPARTMENT, for rejection of his bid.
- The Bid documents submitted should be signed and stamped by the authorized signatory of the Agency/Firm on each page of the documents which are **serially numbered**, the failure to do so will be treated as non-fulfillment of the Bid conditions and the bid shall be summarily rejected.
- INCOME TAX DEPARTMENT, reserves all rights to extend the deadline for submission of bids.

2.4 **PRECAUTIONS WHILE FILLING THE BIDS.**

The bidders should take care of the following while filling the Bids.

- Overwriting/correction should be duly signed by the bidder.
- A consolidated rate should be quoted along with its break up showing various items of charge. The bidder has to comply with the provisions of the Minimum wages Act of Central Govt. in respect of all employees engaged. The rates quoted shall be firm and final.
- The rates should be quoted in figures as well as in words and should mention all charges, surcharges, taxes, duties etc., separately. The consolidated figure shall also be quoted.
- INCOME TAX DEPARTMENT, holds no liability to increase the rates after their acceptance due to any reason whatsoever except when wages are revised statutorily by the Central Government.
- Any attempt at influencing the evaluation of the bid will cause the bidder to be excluded from consideration. The bidder signing the bid should clearly specify whether he/she is signing as sole proprietor, partner, under power of attorney or as Director/Manager/Secretary etc., as the case may be. Copies of the document authorizing the signatory to sign the bid on behalf of such Company/Firm and Persons, should be attached with the bid.

2.5 CONTENT OF BIDDING DOCUMENT

The services required, bidding procedures and contract terms are described in the bidding document. In addition to the Invitation for Bids, the Bid document shall include:

Annexure 1: Bid submission proforma.

Annexure 2: Bid submission agreement proforma.

Annexure 3: Proforma of authorization letter for attending pre-bid meeting and tender opening.

Annexure 4: Affidavit to take full responsibility for lapses of employees of the Service Provider.

Annexure 5: Undertaking from personnel employed by service provider

Annexure 6: Tender Compliance report

Annexure 7: Format for Technical Bid

Annexure 8: Format for Financial Bid (DEO)

Annexure 9: Format for Financial Bid (MTS)

Annexure 10. Format for Financial Bid (Housekeeping staff)

The Service Provider is expected to study carefully all the instructions; failure to furnish all information required by the Bid document will be at the Service provider risk. Bid not complying with Bid conditions and not confirming to Bid specifications will result in the rejection of its bid without seeking any clarifications.

2.6 PREPARATION OF BID

Language and signing of Bid

2.6.1 The bid prepared by the Service provider and documents relating to the bid shall be written in English language. Supporting documents and printed literature furnished by the Service provider may be in any other language provided they are accompanied by an accurate translation of the relevant passages in English.

2.6.2 Bid shall be submitted in the prescribed bid Proforma. The prescribed Proforma duly filled in and signed should be returned intact.

2.6.3 In the event of the space on the bid Proforma being insufficient for the required purpose additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed, in such cases reference to the additional page(s) must be made in the bid.

2.6.4 The Service providers are advised in their own interest to ensure that all the points brought out in the checklist are complied within their bid failing which the offer is liable to be rejected.

2.6.5 The Service providers should indicate at the time of quoting against this bid their full postal addresses and fax number.

2.6.6 The Power of Attorney or Authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Service provider, shall be annexed to the bid.

2.6.7 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

2.6.8 The Service provider shall complete the Financial bid format furnished in the bidding document, indicating the rate in Indian Rupees only.

2.6.9 The Service provider shall index all the documents/proforma enclosed and number the pages chronologically.

2.7 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

The Service provider are advised to ensure that their bids are complete in all respects and conform to terms, conditions laid down in the bid. Bid not complying with the requirement of the bid documents are liable to be rejected summarily.

2.8 INCOME TAX LIABILITY

The Service provider will have to bear all Income Tax liability both corporate and personal Tax/Liability of the wages etc. for the personnel deployed by him.

2.9 PERIOD OF VALIDITY OF BIDS

The Bid shall be valid for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed to thereof. In exceptional circumstances, prior to expiry of the original bid validity period, the Competent Authority of INCOME TAX DEPARTMENT, may request the Service provider for specific

extension in the period of validity. The requests and the responses shall be made in writing. The Service provider will undertake not to vary/modify the bid during the validity period or any extension agreed to thereof.

2.10 LATE BIDS

Any bid received after dead line for submission of bid, will be rejected and returned unopened.

2.11 AMENDMENT OF BID DOCUMENT

2.11.1 At any time prior to the date of submission of bids, INCOME TAX DEPARTMENT, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.

2.11.2 The amendments shall be intimated in writing, e-mail or by FAX to all prospective bidders on the address intimated at the time of obtaining of bid document from the INCOME TAX DEPARTMENT, and these amendments will be binding on them.

2.11.3 In order to afford reasonable time to the prospective bidders to take the amendments into account in preparing their bids, the INCOME TAX DEPARTMENT, may, at its discretion, extend the deadline for the submission of bids suitably.

2.12 OPENING OF BIDS

The bids shall be opened on 02-09.2019 at 11.30AM in the presence of bidders or their authorized representatives who wish to be present at the time of opening of bids on due date.

2.13 UNSOLICITED POST TENDER MODIFICATIONS

Unsolicited post-bid modification will straight away lead to rejection of the offer.

2.14 EVALUATION OF BID

Evaluation and comparison of bids will be done as per provisions of Financial Bid Format.

2.15 EXAMINATION OF BID

The committee constituted by competent authority will examine the bids to determine whether they are complete and in order.

2.16 NON-CONFIRMATION TO STIPULATIONS OR SPECIFICATIONS

The Service provider must note that his/her Bid will be rejected in case the bid stipulations are not complied strictly. The lowest Bid will be determined from among those Bids, which are in full conformity with the required specifications.

2.17 CRITERIA FOR THE AWARD OF CONTRACT

INCOME TAX DEPARTMENT, will award the contract to the successful Service provider whose bid has been determined to be **in full conformity to the bid documents** and has been determined as the lowest evaluated bid for each of the category separately.

2.18 COMMITTEE DULY CONSTITUTED BY COMPETENT AUTHORITY OF INCOME TAX DEPARTMENT, RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

Committee duly constituted by Competent Authority of INCOME TAX DEPARTMENT, reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Service provider or Service providers or any obligation to inform the affected Service provider or Service providers of the ground for its actions and decisions. INCOME TAX DEPARTMENT, also reserve to itself the right to accept any bid in part or split the order between two or more Service providers.

2.19 NOTIFICATION OF AWARD (NOA)

Prior to the expiration of the period of bid validity, INCOME TAX DEPARTMENT, will notify the successful Service provider in writing that its bid has been accepted and work order will be issued. The timelines for submission of "Performance Bank Guarantee" and start of service will commence from the date of receipt of communication of successful bid and unsuccessful service provider will be returned and discharge their bid securities.

2.20 MOBILISATION PERIOD

Successful bidder shall be required to mobilize for commencement of services on date notified by the Department in NOA, failing which penalty as specified in 2.28.2 shall be imposed.

2.21 SIGNING OF CONTRACT

The successful bidder shall present himself for signing the contract along with the "Performance Bank Guarantee" immediately after receipt of communication of successful bid from INCOME TAX DEPARTMENT. The successful Service provider is required to sign a formal detailed agreement with INCOME TAX DEPARTMENT within a maximum period of 45 days of date of NOA. Until the contract is signed, the LOI shall remain binding amongst the two parties.

2.22 REPRESENTATION FROM THE BIDDER

The Service provider(s) can submit representation(s) bearing reference to tender number in connection with the processing of the bid directly to the INCOME TAX DEPARTMENT.

2.23 START OF SERVICES

Start of services shall be made by the successful bidder immediately on receipt of work order as per the date indicated in the contract.

2.24 DELAYS IN SERVICE PROVIDER PERFORMANCE

Start of services shall be made by the successful bidder in accordance with the time schedule specified in the work order. In case the service is not started on the stipulated date, INCOME TAX DEPARTMENT, reserves the right to cancel the work order and/or recover liquidated damage charges. The cancellation of the work order shall be at the risk and responsibility of the successful bidder and INCOME TAX DEPARTMENT, reserves the right to award the work at the risk and cost of the defaulting successful bidder.

2.25 LIQUIDATED DAMAGES

2.25.1 The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will

not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive INCOME TAX DEPARTMENT, of its right to recover liquidated damages as per clause below.

2.25.2 Should the Service Provider fail to start services, INCOME TAX DEPARTMENT, shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by INCOME TAX DEPARTMENT, in making alternative arrangements along with penalty.

2.26 PENALTY

2.27.1 In case of **breach of any conditions** of the contract and for all types of losses caused by the successful bidder, **INCOME TAX DEPARTMENT, shall levy penalty and make deductions** as deemed suitable or as specified in the contract, and deduct the same from the bills preferred by the Service Provider.

2.26.2 For convenience various penalties enforceable on breach of contract terms as per this table

Sl.No.	Nature of breach	Penalty
1	Delay in start of service	Penalty per day @0.05% of the annualised contract value
2	Failure to comply with Department authorized officer even after two notice	Rs.2000/- per month
3	Non-wearing of approved uniform and ID card	Rs.100/- per day per person for the first three times of lapse. The penalty will be doubled after every three such lapses.
4	Failure to report loss/damage to property to Concerned authority.	Rs.100/- per incidence
5	Any deviation in deployment of manpower as agreed upon	Rs.500/- per lapse. More than two such lapses will lead to termination of the contract.

2.27 LABOUR REGULATIONS

2.27.1 The Service provider shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether Central or State or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation to the followings:

The Central Minimum Wages Act/ The Workmen's Compensation Act/The payment of Gratuity Act/ The Shops and Establishment Act/The Payment of Bonus Act/The Employees Provident Fund & Miscellaneous Provisions Act/The Employees State Insurance Act/ All other Acts/Rules/Bye-laws; orders notifications, etc., present or future applicable to the Service provider from time to time for performing the contract job.

2.27.2 The Service provider shall pay wages to various category of manpower provided as per the prevailing wages prescribed by the Central Minimum wages Act. The Service provider shall maintain proper records under minimum wages Law/Acts. Any statutory enhancement in wages by notification shall be claimed from the Department by the Service Provider by furnishing documentary proof and get the rate approved by the Department for payment to its employees.

2.27.3 The Service Provider is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/risks in relation to employees to be engaged by him.

2.27.4 In the event of any failure in this regard or any loss/damages caused directly or indirectly to INCOME TAX DEPARTMENT, the same will be payable by the Service provider along with such penalty as may be decided by INCOME TAX DEPARTMENT.

2.27.5 The personnel employed by service provider shall not claim any employment or engagement or absorption or otherwise in the Department in the future. All employees of the Service provider shall be employees of the Service provider. The Service provider shall explain this nature of relationship to all his employees before deploying them. A signed undertaking to the effect shall be obtained from the employees by the service provider with photograph of employee shall be submitted to the Department in original on deployment of personnel. (Format as per **ANNEXURE-5**)

2.27.6 The Service provider shall have a valid license obtained from Licensing Authority under the Contract labour (Regulation & Abolition) Act, 1970.

2.27.7 The Service provider shall submit the EPF code number obtained from the authorities concerned under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

2.27.8 The Service provider shall maintain all records/registers required to be maintained by him under various labour laws mentioned above and produce the same before the Statutory Authorities when required. These shall among other things include the following:

- i. Muster Roll
- ii. Register of Wages
- iii. Register of Deductions
- iv. Register of Fines
- v. Wage Slip
- vi. Register of Advances

2.27.9 The Service provider shall also submit periodical reports/returns to the various statutory authorities such as the Employees Provident Fund Act, etc. Contract labour (Regulation & Abolition) Act, 1970

2.27.10 If any of the persons engaged by the Service provider misbehaves with any of the officials of the INCOME TAX DEPARTMENT, or any tax payers/public visiting INCOME TAX DEPARTMENT, commit any misconduct with regard to the property of the INCOME TAX DEPARTMENT, the Service provider shall replace them immediately. In case Authority of INCOME TAX DEPARTMENT, feel that the conduct of any of Service provider's employees is detrimental to the interests of INCOME TAX DEPARTMENT, the INCOME TAX DEPARTMENT, shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons, etc., while on or off the job.

The SERVICE PROVIDER shall comply with any such request to remove such personnel at SERVICE PROVIDER's expense unconditionally. The SERVICE PROVIDER will be allowed a maximum of FIVE working days to replace the person by competent qualified person at SERVICE PROVIDER's cost.

2.27.11 The Service provider shall not engage/employ persons below the age of 18 years.

2.27.12 The Service provider shall issue appointment letters to the persons engaged by him for deployment under this contract, a copy of which should be submitted to INCOME TAX DEPARTMENT, for record.

2.27.13 Any increase in Statuary benefits like ESI/EPF be reimbursed to the Service provider after providing documentary evidence.

2.27.14 The Service provider shall provide proper identification cards to his employees to be deputed by him for work, duly signed by the Service provider. The Service provider should ensure that I.D card is worn by personnel employed in the premises.

2.27.15 The Service provider shall ensure that personnel employed should not have any adverse police/criminal cases against them. The service provider should make adequate enquires about the character and antecedents of the persons whom they provide for executing outsourced services

2.27.16 Supervisor shall be equipped with mobile phones. The mobile number shall be made available to the Department to facilitate quick and smooth remedial action.

2.28 SAFETY REGULATIONS

During the execution of work by personnel employed, unless otherwise specified, the Service provider shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.

2.29 STATUS OF THE SERVICE PROVIDER AND ITS STAFF MEMBERS

2.29.1 The Service Provider shall accept liability due to its negligence or that of its staff members, agents or persons employed by it or its agents for sickness, injury, damages or death of persons provided by the Service provider including on duty travel.

2.30 EXTENSION AND TERMINATION OF CONTRACT AND INCREASE OR DECREASE OF MANPOWER

The INCOME TAX DEPARTMENT, reserves the right to terminate the Service provider in part or in full at any time with one month's notice without assigning any reasons thereof for which no letter of reason/explanation can be sought for by the Service provider. The INCOME TAX DEPARTMENT, will also have the right to extend this contract on the same rates, terms and conditions at one time or in spells of lesser time period up to a cumulative maximum period of six months or till an alternate arrangement is made whichever is earlier. Any further extension on the same rates, terms and conditions will be mutually agreed upon.

The requirement of this Department may further increase or decrease during the period of agreement and the Service Provider would have to provide additional manpower, if required on the same terms and conditions.

2.31 TERMINATION FOR INSOLVENCY

INCOME TAX DEPARTMENT, may at any time terminate the contract by giving written notice to the Service provider without compensation to the Service provider, if the Service provider becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued, or will accrue thereafter to the INCOME TAX DEPARTMENT.

2.32 SUB-CONTRACTING AND POST AGREEMENT CONDITIONS

The Service Provider shall not be permitted sub-contract any of the services.

2.33 PAYMENT

2.33.1 Payment procedure:

The Service provider shall submit monthly bills to INCOME TAX DEPARTMENT, with the following documents for verification and payment.

- i. Proof of deposition of statutory levies like EPF/ESI etc. (with a list of individual names and amount deposited in their accounts).
- ii. Proof of payment to his personnel for the jobs completed during the previous month.
- iii. The monthly bills should be supported by muster rolls/attendance for the respective month. These should be duly certified by the concerned authority.

2.33.2 The Service provider shall produce the invoice of the actual work done every month within the fifth working day of the following month along with the supporting document as mentioned in para above. The bills will be paid by way of e-payment. However, any deterioration in service or non-payment of wages to his staff will not be acceptable on the plea of delay in receipt of payment.

2.33.3 The INCOME TAX DEPARTMENT, shall deduct at source, Income Tax on the gross bill value, payable per month to the Service provider at the rates prescribed.

2.33.4 Penalties, damages, and contract non-compliance recoveries quantified, if any, will be recovered from the monthly bill payments.

2.33.5 The Service provider shall not petition for revision of rates tendered by him under any circumstance at any stage of work, either during execution or when the final claims are settled. The only exception to this will be on account of any statutory rules and laws governing tax rate or wage revisions.

2.33.6 Income Tax or any other applicable taxes shall be deducted at source at the time of payment to the Service provider in accordance with the provisions of the relevant Acts as applicable.

2.33.7 The service Provider should produce proof of remittance of Goods and Services Taxpaid to Government along with the monthly bill (Separately paid against the bill submitted to the Department)

ANNEXURE -1

BID SUBMISSION PROFORMA

Tender No.

To,

The Addl. Director of Income Tax (Inv.),Mangaluru.

Dear Sir,

I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____.

I/We have understood and complied with the "Instructions to Bidders" and accepted the "Terms and Conditions" for providing services and have thoroughly examined and complied with the specifications, drawings, Special Conditions of Contract and/or pattern and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.

Bid submission Agreement as per Performa at **Annexure 2** has been duly signed and submitted herewith.

The following pages have been added to and form part of this tender (if needed to be filled and added).

Yours faithfully,

Signature of Bidder
Address

Dated

Signature of witness
Address
Dated

Note: This form should be returned along with offer duly signed.

ANNEXURE-2

BID SUBMISSION AGREEMENT

Dated:

No. _____

To

The Addl. Director of Income Tax (Inv.), Mangaluru.

Sub: PURCHASE OF BIDDING DOCUMENTS

Ref: TENDER NO. _____.

The Office of the Addl. Director of Income Tax (Inv), Mangaluru and the Bidder agree that the Notice Inviting Tenders (NIT) is an offer made on the condition that the Bid would be kept open in its original form without variation or modification for a period of (state the number of days from the last date for the receipt of tenders stated in the NIT) days

AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. They further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by the Office of the Addl. Director of Income Tax (Inv), Mangaluru. The consideration for this separate initial contract preceding the main contract is that the Office of the Addl. Director of Income Tax (Inv), Mangaluru, is not agreeable to sell the NIT to the tenderer and to consider the bid to be made except on the condition that the bid shall be kept open for (so many) days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with Office of the Addl. Director of Income Tax (Inv), Mangaluru, promises to consider the bid on this condition and agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions, Office of the Principal Chief Commissioner of Income Tax, shall have unqualified, absolute and unfettered right to encash/forfeit the bid security submitted in this behalf.

Authorized Signatory

Authorized Signatory

(BIDDER)

(Income Tax Department, Mangaluru)

(One copy of this agreement duly signed must be returned along with offer.)

ANNEXURE-3

PROFORMA OF AUTHORISATION FOR ATTENDING BID MEETING AND TENDER OPENING

To

The Addl. Director of Income Tax (Inv.), Mangaluru.

Sub: Authorisation for attending bid opening on.....(date) in the tender for providing DEO, MTS and Housekeeping Staffs.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below: -

Order of Preference	Name	Specimen Signature
I.		
II.		

Alternative Representative

Signature and seal of the bidder

Or Person(s) authorized to sign the bid Documents on behalf of the bidder

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE - 4

**FORMAT OF AFIDAVIT TO TAKE FULL RESPONSIBILITY FOR LAPSES OF EMPLOYEES
OF THE SERVICE PROVIDER**

I, the undersigned hereby state that employees working [As per list enclosed] for M/s.

_____ in

The Income Tax Offices at Mangaluru, Agreement dated: _____
are free from all adverse antecedents. In the event of

any unusual or illegal or unacceptable act/incidents/accidents caused by
the employees working for M/s. _____.

I take full responsibility for the lapses and misconduct on the part of employees engaged by
me.

Place:

Signature of Bidder

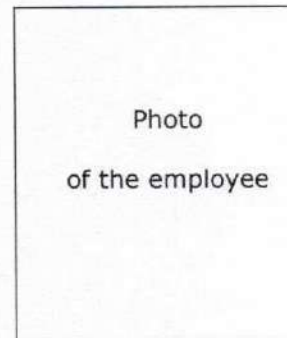
Date:

Name:

ANNEXURE - 5

FORMAT OF UNDERTAKING FROM PERSONNEL EMPLOYED BY THE SERVICE PROVIDER(to be submitted to the Department on deployment of new personnel)

I, the undersigned hereby undertake that I will not be claiming any benefit/compensation/absorption/regularization of service from /with the Department under the provision of Industrial Disputes Act,1947 or Contract labour (Regulation & Abolition Act,1970 or any other law of similar nature.



Place:

Signature of Employee

Date:

Name:

Certified that above said employee Mr/Ms/Mrs _____ S/oor
D/o _____ residing at _____ is
employed in Income tax Department from _____

Place:

Signature of Service provider

Date:

M/s

ANNEXURE-6

FORMAT OF TENDER COMPLIANCE REPORT

To,

The Addl. Director of Income Tax (Inv.), Mangaluru.

Sub: Regarding tender for providing DEO, MTS and Housekeeping Staffs-reg.

Dear Sir,

I have gone through the complete terms and condition of the Tender for Providing DEO, MTS and Housekeeping Staffs for Income Tax Department, Investigation, Mangaluru.

Place:

Signature of Bidder

Date:

Name:

ANNEXURE-7

FORMAT FOR TECHNICAL BID

The Technical Bid should be as given below and should be supported by the documents indicated in the said Annexure. The demand Draft/bankers" Cheque in respect of "Earnest Money Deposit" should be submitted with the "Technical bid"

1	Name and address of the Service provider	
2	Name of Proprietor/Director of Company/Firm/Agency	
3	Date of establishment of Service provider	
4	Telephone No./ Fax No./Mobile No	
5	Website/e-mail address	
6	Banker of company/Firm/Agency with full address	
7	Permanent Account No.(PAN)(Enclose copy)	
8	Date of registration of the concern (provide the proof of the same.)	
9	Labour license Number (Copy to be enclosed)	
10	GST Registration Certificate (copy to be enclosed)	
11	EPF registration Number (Copy to be enclosed)	

12	ESI registration Number (Copy to be enclosed)	

14	Total No of employees employed by the service provider	
15	Whether any showcause notice was ever issued by the office of the Labour commissioner or government Agency? If so, Details thereof (Please attach the copies of communications, if any)	
16	Affidavit stating that the Service provider have not been black listed by Center/state Government/PSU (Copy to be enclosed)	
17	Proof of providing manpower skilled and unskilled as per Chapter-2, clause 2.2(c) of the bid document.	
18	List of Clients and required certificate satisfying the conditions outlined as per Chapter-2, clause 2.2 (d) of the bid documents.	
19	Certified financial statements and IT returns as required by Chapter-2, clause 2.2 (f) of the bid document.	
20	Details of Earnest Money deposited: DD/ Banker cheque No: dated: Amount Rs.	

Place:

Signature of Bidder

Date:

Name:

DECLARATION

I, _____ Son/daughter/wife of
Shri _____ Proprietor/Partner/Director/Authorised signatory of the

Company/Agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document.

I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them:

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

ANNEXURE -8
FORMAT FOR FINANCIAL BID

(A) Quote for Category: Data Entry Operator (Skilled)

SI.	Particulars	(Rate in Figure & words)
1	Monthly wages per person including Basic+DA Per day Rs. _____ x 26 Days	Rs. Rupees:.....
2	EPF, Employers Contributions (%) on Basic+DA	Rs. Rupees:.....
3	ESI, Employers Contributions (%) on Basic+DA	Rs. Rupees:.....
4	Bonus, (%) on Basic+DA	Rs. Rupees:.....
5	Sub Total-A,	Rs. Rupees:.....
6	Service charges (%) On Sub Total-A	Rs. Rupees:.....
7	Any other charges such as Labour license, ID cards, Badges, Uniform, & licenses for statutory compliances , etc.. (%)	Rs. Rupees:.....
8	Sub Total-B,	Rs. Rupees:.....
9		Rs.

	GST (%)	
	On Sub Total-B	Rupees:.....
	Grand Total	Rs.

Grand total in words: _____ Only)

Any other points to be mentioned:

Note:

- Rate quoted shall be exclusive of all taxes, duties, fees, royalties, cess, etc., as applicable from time to time, which has to be shown separately.
- Rate quoted for Man power shall be as per Central Minimum Wages Act as prevailing in the Centre, and inclusive of variable VDA, ESI, EPF, BONUS, EDLI, etc. as on the date of submitting the bid and should not contain any component of Management fee. The management fee should be quoted in the Abstract.
- Rate quoted for Man power shall indicate separately Central Minimum Wages Act, VDA, ESI, EPF, BONUS, EDLI, etc.

Place:

Signature of Bidder:

Date:

Name of the Signatory:

ANNEXURE -9

FORMAT FOR FINANCIAL BID

(B) Quote for Category: Multi-Tasking Staff (Semi-Skilled)

SI.	Particulars	(Rate in Figure & words)
1	Monthly wages per person including Basic+DA Per day Rs. _____ x 26 Days	Rs. Rupees:.....
2	EPF, Employers Contributions (%) on Basic+DA	Rs. Rupees:.....
3	ESI, Employers Contributions (%) on Basic+DA	Rs. Rupees:.....
4	Bonus, (%) on Basic+DA	Rs. Rupees:.....
5	Sub Total-A,	Rs. Rupees:.....
6	Service charges (%) On Sub Total-A	Rs. Rupees:.....
7	Any other charges such as Labour license, ID cards, Badges, Uniform, & licenses for statutory compliances , etc.. (%)	Rs. Rupees:.....
8	Sub Total-B,	Rs. Rupees:.....
9		Rs.

	GST (%)	
	On Sub Total-B	Rupees:.....
	Grand Total	Rs. Rupees:.....

Grand total in words: _____ Only)

Any other points to be mentioned:

Note:

- Rate quoted shall be exclusive of all taxes, duties, fees, royalties, cess, etc., as applicable from time to time, which has to be shown separately.
- Rate quoted for Man power shall be as per Central Minimum Wages Act as prevailing in the Centre, and inclusive of variable VDA, ESI, EPF, BONUS, EDLI, etc.as on the date of submitting the bid and should not contain any component of Management fee. The management fee should be quoted in the Abstract.
- Rate quoted for Man power shall indicate separately Central Minimum Wages Act, VDA, ESI, EPF, BONUS, EDLI, etc.

Place:

Signature of Bidder:

Date:

Name of the Signatory:

ANNEXURE -10
FORMAT FOR FINANCIAL BID

(C) Quote for Category: Housekeeping Staffs (Semi-Skilled)

Sl.	Particulars	(Rate in Figure & words)
1	Monthly wages per person including Basic+DA Per day Rs. _____ x 26 Days	Rs. Rupees:.....
2	EPF, Employers Contributions (%) on Basic+DA	Rs. Rupees:.....
3	ESI, Employers Contributions (%) on Basic+DA	Rs. Rupees:.....
4	Bonus, (%) on Basic+DA	Rs. Rupees:.....
5	Sub Total-A,	Rs. Rupees:.....
6	Service charges (%) On Sub Total-A	Rs. Rupees:.....
7	Any other charges such as Labour license, ID cards, Badges, Uniform, & licenses for statutory compliances , etc.. (%)	Rs. Rupees:.....
8	Sub Total-B,	Rs. Rupees:.....
9		Rs.

	GST (%)	
	On Sub Total-B	Rupees:.....
	Grand Total	Rs. Rupees:.....

Grand total in words: _____ Only)

Any other points to be mentioned:

Note:

- Rate quoted shall be exclusive of all taxes, duties, fees, royalties, cess, etc., as applicable from time to time, which has to be shown separately.
- Rate quoted for Man power shall be as per Central Minimum Wages Act as prevailing in the Centre, and inclusive of variable VDA, ESI, EPF, BONUS, EDLI, etc.as on the date of submitting the bid and should not contain any component of Management fee. The management fee should be quoted in the Abstract.
- Rate quoted for Man power shall indicate separately Central Minimum Wages Act, VDA, ESI, EPF, BONUS, EDLI, etc.

Place:

Signature of Bidder:

Date:

Name of the Signato