

Section-II:

Instructions to the Bidders:

Part-I

1.
 - (a) “**Employer**” means the President of India acting through the Commissioner of Income Tax-XIV, Delhi
 - (b) “**Bidder**” means any entity or persons who have submitted their bids that may provide or provides the Services to the Employer under the Contract.
 - (c) “**Contract**” means the Agreement signed by the Parties and all the attached documents listed in “**Section V – Draft Agreement**”.
 - (d) “**Government**” means the Income Tax Department, Government of India
 - (e) “**Instructions to Bidders**” (**Section II of the Tender**) means the document which provides information needed to prepare their bids.
 - (f) “**Assignment / Job**” means the work to be performed by the vendor pursuant to the Contract.
 - (g) “**Terms of Reference**” means the document included in the RFP as **Section V** which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Service provider, and expected results and deliverables of the Assignment/Job.
2. **Bid**

If a **Bidder/ vendor** submits or participates in more than one bid, such bids shall be disqualified.
3. **Bid Validity**

Clause 6 of Part III of Section II - Instructions to Bidders indicates how long the bids must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Bids and also the Financial Bid unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Bidders to extend the validity period of their bids. Bidders who do not agree have the right to refuse to extend the validity of their Bids; under such circumstance the Employer shall not consider such bid for evaluation.
4. **Preparation of Bids**
 - 4.1 The Bids as well as all related correspondence exchanged by the Bidders and the Employer shall be written in English language, unless specified otherwise.
 - 4.2 In preparing their Bid, Bidders are expected to examine in detail the documents comprising the TENDER. **Material deficiencies in providing the information requested may result in rejection of a Bid.**

5. **Financial Bids:** The Financial Bid shall be prepared using the **Forms prescribed in Section III. The financial bid shall not include any conditions attached to it and any such conditional Financial Bid shall be rejected summarily.**

6. **Taxes**

The Bidder shall fully familiarize themselves about the applicable Taxes (such as: value added tax, sales tax, service tax, income tax, duties, fees, statutory levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the Bidder in the Financial Bid.

7. **Currency**

Bidders must express the price of their Assignment/Job in Indian Rupee only.

8. **Submission, Receipt, and Opening of Bid**

8.1 The original bid, and Financial Bids, should contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the bid must initial such corrections. Submission letters and Financial Bids should respectively be in the format of **FORM 1 and FORM 2 of Section III** respectively. **Two sealed cover should be submitted separately each for qualification and financial.**

8.2 An authorized representative of the Bidders shall initial all pages of the original Financial Bids. **The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been dully authorized to sign.** The signed Financial Bids shall be marked **“ORIGINAL”**.

8.3 Bids must be sent to the address/addresses indicated in the **Clause 4 of Part III of Section II - Instructions to Bidders** and received by the Employer no later than the time and the date indicated in **Clause 3 of Part III of Section II - Instructions to Bidders**, or any extension to this date in accordance with Para 3 above. **Any bid received by the Employer after the deadline for submission shall be returned unopened.**

9. **Bid Evaluation**

From the time the Bids are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Financial Bid. **Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Bids, and recommendation for award of Contract may result in the rejection of the Bidders' Bid.**

10. **Public opening & evaluation of the Financial Bids:** Financial Bids of only those Bidders who are qualified UNDER MINIMUM ELIGIBILITY CRITERIA placed under PART-II of “Instructions to the Bidders” shall be opened publicly in the presence of the Bidders’ representatives who choose to attend. The date & time of opening of the Financial Bids shall be communicated to the qualified bidders by the Employer. **The names of the qualified Bidders and their Financial Bid shall be read aloud.**

10.2 After opening of financial bids, appropriate selection method shall be applied to determine the Bidder who will be declared winner and be eligible for award of the contract. **The method of selection will be on the basis of lowest commercial bid (L-1) as prescribed in GFR of the Government of India.** This selected Bidder will then be invited for negotiations, if considered necessary.

11. Negotiations

The Employer reserves the right to enter into Negotiations with the selected bidder.

12. Award of Contract

12.1 After completing negotiations the Employer shall issue a **Letter of Intent** to the selected Bidder and promptly notify all other Bidders who have submitted bids about the decision taken.

12.2 The Bidders will sign the Agreement after fulfilling all the formalities/pre-conditions mentioned in the Draft Agreement Form in **Section V**, within 7 days of issuance of the letter of intent.

12.3 The Selected Bidder is expected to commence the Assignment/Job on the date and at the location specified in the **Clause 8 and 9 respectively of Part III of Section II - Instructions to Bidders, subject to the receipt of firm order from the Employer.**

13. Performance Security

13.1 Within 7 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security **as mutually agreed** in accordance with the General Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Annex 1 in Section II.**

13.2 Failure of the successful Bidder to comply with the requirement of Clause 13.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security.

PART-II: Minimum Eligibility Criteria

- i) The Vendor should have at least three years of experience in providing outsourcing facility of data entry/digitization.
- ii) The Vendor should have minimum turnover of Rs. 25 lakhs in each of the last three years for the data entry / outsourcing work.
- iii) The Vendor should have at least three Customers with volume of work of at least Rs. 10 lakh each in the last three years.
- iv) The Vendor should have at least one Govt./PSU/PPP Client in the last three years.

Part-III: Bidding Information

Clause	Item of Information	Information	
1	Name of the Employer	The President of India acting through Commissioner of Income Tax-XIV/XV/XVI, New Delhi	
2	Name of the Assignment/ Job	Data entry and digitization of Income Tax Returns in Form Nos. ITR-1 and ITR-2	
3	Date & time and address for submission of bids	On or before 1100 Hrs of 19.09.2011 at DCIT(HQ) to Chief Commissioner of Income Tax-XIII New Delhi, Room No. 417, Mayur Bhawan, Connaught Place, New Delhi-110001	
4	Date & Time of opening the bids	At 15.00 Hrs on 19.09.2011 in Room No. 428, Mayur Bhawan, 4th Floor, Connaught Place, New Delhi.	
5	The Employer's representative	Designation	DCIT(HQ) to CCIT-XIII Delhi
		Address	As in 3 above
		Telephone	011-23412643
		Facsimile	011-23414792
6	Inputs and facilities to be provided by the Employer	No separate office space or office equipment will be provided to the vendor. However, sitting space and facilities like computer, printer etc. will be made available to the data entry operators in the Income tax premises.	
7	Validity of Bids	The Bids must remain valid for 60 days from the date of opening of Commercial Bids	
8	Last date for Clarifications	13.09.2011 The address for requesting clarifications is as at S. No. 3 above.	
9	Expected Date of commencement of work	Immediately upon receipt of firm work order	
10	Location for performance assignment/ Job	Mayur Bhawan, New Delhi	

ANNEXURE-1

**PROFORMA OF BANK GUARANTEE
FOR
CONTRACT PERFORMANCE GUARANTEE**

Ref: _____

Date _____

Bank Guarantee No. _____

To

**The Commissioner of Income Tax - XIV,
4th Floor, Mayur Bhawan,
Connaught Place,
New Delhi – 110001**

1. Against contract vide Advance Acceptance of the **Tender No. CCIT-III/Outsourcing/Tender/2011-12 dated** regarding **Appointment of Vendor for Data Entry Work of income tax returns in ITR forms ITR-1 & ITR-2** (hereinafter called the said 'Contract') entered into between the Employer and _____ (hereinafter called the 'Vendor') this is to certify that at the request of the Vendor we ----- Bank Ltd., are holding in trust in favour of the Employer, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Employer against any loss or damage that may be caused to or suffered by the Employer by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Employer, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Employer shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Employer.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e. till _____ (viz. the date up to 12 months from the Award of Contract by the Employer) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Employer before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Employer.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Employer.
4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that the Employer shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time of from time to time any of the powers exercisable by the Employer against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Employer to the said Vendor or for any forbearance and or omission on the part of the Employer or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Date _____

Place _____

Witness _____

Signature _____

Printed name _____

(Bank's common seal)

Section III:

Financial Bid / Quotations

The bidders are to submit their quotations on the basis of the rate of data entry per Income Tax Return in form No. ITR –I & ITR-2. The sample ITR-I & ITR-2 are available on the website www.incomtaxindia.gov.in. The same can also be obtained from the office. The bids in the sealed envelope should reach to the designated authorized officer within the stipulated time. The bids received after the stipulated time are liable to be rejected. The bidder should enclose the documentary evidences for being eligible for the bidding process. The bidder whose bid is lowest and who is qualifying the minimum eligibility criteria will be awarded the contract. The bid is to be submitted in the format given as Form 1 & Form 2.

FORM -1

FINANCIAL BID SUBMISSION FORM

[Location, Date]

To:

**The Commissioner of Income Tax - XIV,
4th Floor, Mayur Bhawan,
Connaught Place,
New Delhi - 110001**

Dear Sir,

We, the undersigned, offer for **Appointment of Vendor for Data Entry Work of income tax returns in ITR forms ITR-1 & ITR-2** in accordance with your Request for Bid **Tender No. CCIT-XIII/Outsourcing/Tender/2011-12 dated -----**. Our attached Financial Bid is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial bid is unconditional and we acknowledge that any condition attached to financial bid shall result in reject of our financial bid.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Bid, i.e. before the date indicated in **Clause 6 of the Part III of Section II.**

We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

Summary of Costs

S. No.	Particulars	Amount (in figures) (in Rupees)	Amount (in Words) (in Rupees)
1	Cost of Data Entry of one income Tax Return in form no. ITR-1 & ITR-2.		
2	Service Tax / Any other Tax		
3	Total		

The Total Cost of data entry per return is **Rs** _____/- (**Rupees** _____**only**). The above cost includes all applicable taxes and duties to be paid under the statute at the prevailing rates for the purpose of this contract (Refer **Clause 5 of Part I of Section II**).

Signature of witness
Dated
Place

Signature of the Bidder
Dated
Place

Section IV: Scope of Work

1. The Chief Commissioner of Income Tax-XIII, Delhi will assign the work of data entry of salary returns (arranged in bundles of 100) through the assessing officers to the data entry operators supplied by the vendor.
2. The office of CCIT-XIII Delhi comprised of three Commissioners, 9 Ranges & 45 Assessing Officers. The paper returns are received by 45 Assessing Officers which are to be digitized.
3. The work/assignment under the proposed contract is the digitalization of returns of salaried employees and pensioners assessed with 45 Assessing Officers in the three Commissioners of Income tax (CIT) charges of Delhi i.e. CIT-XIV, XV & XVI Delhi. The returns are in paper forms of ITR-I & ITR-II. The total returns received during the last year in the three CIT charges were 7,20,561. In the current financial year, 2011-12 a total of 2,67,972 paper returns have been received till 31st July, 2011. More returns are likely to be received by 31st March 2012. The expected workload of paper returns may exceed 3 lakh returns. The specimen copies of ITRs-1 & 2 may be downloadable from the website of the Income Tax Department: www.incometaxindia.gov.in or copy may be obtained from the office of the designated officer handling the tendering.
4. The vendor shall provide adequate number of data entry operators and one supervisor during office hours on all working days (if necessary on holidays). Immediate Replacement shall be provided in case of absence of any data entry operator/supervisor.

5. Procedures for Data Entry and Digitization

In the provision of the Services, VENDOR shall comply with the applicable procedures specified by CIT for data entry work and digitization of Income Tax Returns as prescribed by the Income Tax Department.

6. Replacement of Manpower:

- 6.1 The performance of service will always be to the satisfaction of CIT, the first party, whose decision in this regard shall be final and binding on the Vendor. If the performance of the service of the data entry operators is not found to be satisfactory, then the CIT has the right to ask the second party to replace the data entry operators at any time. All replacements have to be first approved by the CIT and or its representative.
- 6.2 The data entry operators assigned to a particular AO should not be changed and if at all charges is necessary then it should be with the prior approval of Range Head.

7. The vendor will provide the personal particulars of the data entry operators. The data entry operators shall abide by the following rules:
- i. Will work in the Income Tax Office premises only, at the terminals designation for data entry.
 - ii. At least two operators per A.O. Ward/Circle must be deployed at all times and completely dedicated to the concerned A.O.
 - iii. The vendor shall provide proper uniform and identification cards to the data entry operators and supervisor.
 - iv. The supervisor shall monitor all jobs throughout the day and all data entry operators at his disposal.
 - v. The data entry operators and supervisor must maintain highest discipline in the office.

8. **Reporting**

The vendor shall provide a report on the activities undertaken by his work force/ Supervisor in the premise to the first party on a weekly basis mentioning the number of returns received by the Vendor and the no. of returns digitized in that period.

9. **Liabilities**

The vendor is liable to ensure that statutory liabilities like ESI, PF and Minimum wage etc, paid. The first party will, in no way be associated with payment of statutory liabilities and Salary/Wages to the data entry operators engaged, provided by the second party. Further, the first party shall not be responsible in any way with regard to injury or a mishap to the work force during their duty in the premise. The data entry operators employed by the second party deployed on the above mentioned job shall have no right to have any claim from Income Tax Department or to claim absorption on completion of the above contract tenure.

10. **Confidentiality**

- 10.1 VENDOR shall ensure confidentiality of information that comes to its possession consequent to its participation in outsourcing of data entry works and shall not reveal the same to any agency or person.
- 10.2 VENDOR shall ensure that a similar obligation of confidentiality and prevention of misuse of information is to be strictly adhered by its directors, employees, agents, franchisees, representatives, etc. and hereby agrees that CIT may treat any breach of this obligation by such persons as a breach by VENDOR and take appropriate measures against VENDOR as it deems fit.

Section V: Contract Form and General Condition of Contract

AGREEMENT BETWEEN THE COMMISSIONER OF INCOME TAX (CIT-XV) AND M/S XYZ (VENDOR)

THIS AGREEMENT is made at New Delhi on this _____ day of _____, between The President of India through COMMISSIONER OF INCOME TAX, DELHI – XIV having office at, 4th Floor, Mayur Bhawan, Connaught Place New Delhi-110001 (herein after referred to as the "CIT", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in title, and permitted assigns), of the FIRST PART and _____ M/S XYZ _____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at _____

(herein after referred to as the "VENDOR", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in title, and permitted assigns) of the SECOND PART.

WHEREAS: -

- I. CIT, the first party is desirous of entrusting the work of computer data entry of salary returns filed by the taxpayer with salary charges at Mayur Bhawan, Connaught Place, New Delhi.
- II. The CIT has issued a tender dated.... for selection of a vendor for outsourcing the data entry and digitization of Income Tax paper returns in forms ITR-1 and ITR-2.
- III. In response to the tender, the Vendor has submitted its lowest commercial bid for the said outsourcing work and therefore selected as the successful bidder.
- IV. The CIT has agreed to appoint VENDOR as an agency for data entry and digitization of Income Tax paper returns in forms ITR-1 and ITR-2 of CIT-XIV charge.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Appointment of VENDOR

1.1 CIT hereby appoints VENDOR for the data entry and digitization of Income Tax paper returns in forms ITR-1 and ITR-2 and performing the services specified hereto, subject to the terms and conditions hereinafter set forth.

1.2 VENDOR shall ensure that all its directors, employees, agents, franchisees, representatives, etc. adhere to all provisions of this agreement.

1.3 The obligations of VENDOR arising out of the terms and conditions contained herein shall be independent of and in addition to the obligations arising out of its any other activities associated with CIT under Income Tax Act, 1961.

1.4 VENDOR shall notify CIT forthwith if:-

- a) any winding up notice under the provisions of the Companies Act, 1956 has been served on it;
- b) upon its becoming aware of the presentation of any petition for its bankruptcy liquidation or attachment of its property
- c) upon its becoming aware of any bankruptcy order against it;
- d) in the event of any distress, execution or other process being levied or served upon or against its property;
- e) in the case of any change in its financial conditions which may lead to its bankruptcy or if it suffers a composition with its creditors;
- f) on the convening of any meeting to consider a resolution for the appointment or purported appointment of a receiver or administrator in respect of any of its property, or any other change in circumstances material to its participation in the depository system.

2. Data Entry and Digitization

In the provision of the Services, VENDOR shall comply with the applicable procedures specified by CIT for data entry work and digitization of Income Tax Returns as prescribed by the Income Tax Department.

3. Assignment of Work

- 3.1 The first party will assign the work of data entry of salary returns (arranged in bundles of 100) through the Assessing Officers to the data entry operators supplied by the second party.
- 3.2 The second party shall provide adequate number of data entry operators and one Supervisor from 9:30 A.M. TO 8:00 P.M. on all working days (if necessary on holidays). Immediate replacement shall be provided in case of absence of any data entry operator.
- 3.3 At least 2 operators per ward/circle must be deployed, at all times
- 3.4 The service provider shall provide proper uniform and identification cards to the data entry operators and Supervisor. The Supervisor shall monitor all jobs throughout the day of all data entry operators at his disposal. The entry operators and Supervisor must maintain highest discipline in the office.

4. REPLACEMENT

- 4.1 The performance of service will always be to the satisfaction of CIT, the first party, whose decision in this regard shall be final and binding on the Vendor. If the performance of the service of the data entry operators is not found to be satisfactory, then the CIT has the right to ask the second party to replace the data entry operators at any time. All replacements has to be first approved by the CIT and or its representatives.
- 4.2 The data entry operators assigned to a particular AO should not be changed and if at all charges is necessary, then it should be with the prior approval of Range Head.

5. Payment Terms and Fees

- 5.1 Payment shall be made on monthly basis on receipt of bill from the second party. The monthly payment will be subject to satisfactory services being rendered. The monthly payment shall be made after counting for any deduction, penalty etc, if applicable.
- 5.2 The first party shall pay to the second party a sum of Rs. (Rupees only) per data entry of one salary return which will include all charges/ expense that may be required in execution of this contract except service tax as applicable

6. REPORTING

The second party shall provide a report on the activities undertaken by his work force/ Supervisor in the premise to the first party on a weekly basis mentioning the number of returns received by the Vendor and the no. of returns digitized in that period.

7. PERFORMANCE & PERFORMANCE SECURITY

- 7.1 If the performance of the second party is not up to the mark, then the first party may take either of the following action:
- (a) To engage another vendor.
 - (b) To cancel the contract
- 7.2 If the second party fails to perform the work as assigned to the second party on weekly basis, on the first party has the right to recover a sum of Rs. 1000/- per day till the date of completion of the work assigned to it as damages of breach of work order.
- 7.3 Within 7 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security **as mutually agreed**

in accordance with the General Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Annex 1 in Section II.**

7.4 Failure of the successful Bidder to comply with the requirement of Clause 7.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security.

8. LIABLITIES

The second party is liable to ensure that statutory liabilities like ESI, PF and Minimum wage etc, paid. The first party will, in no way be associated with payment of statutory liabilities and Salary/Wages to the data entry operators engaged, provided by the second party. Further, the first party shall not be responsible in any way with regard to injury or a mishap to the work force during their duty in the premise. The data entry operators employed by the second party deployed on the above mentioned job shall have no right to have any claim from Income Tax Department or to claim absorption on completion of the above contract tenure.

9. Confidentiality

9.1 VENDOR shall ensure confidentiality of information that comes to its possession consequent to its participation in outsourcing of data entry works and shall not reveal the same to any agency or person.

9.2 VENDOR shall ensure that a similar obligation as provided in clause 9.1 above shall be cast on its directors, employees, agents, franchisees, representatives, etc. and hereby agrees that CIT may treat any breach of this obligation by such persons as a breach by VENDOR and take appropriate measures against VENDOR as it deems fit.

10. Compensation of losses

VENDOR shall pay to CIT such amount as may be specified by CIT in this regard to compensate for any loss to exchequer incurred due to any act of omission, commission, negligence, misfeasance, fraud, willful misconduct errors or default on its part as a VENDOR or any of its directors, employees, agents, franchisees, data entry operators representatives, etc. in relation to carrying on the responsibilities as per the terms and conditions of this agreement.

11. Assignment to third parties

VENDOR shall not be entitled to assign or delegate or sub-contract any functions or otherwise transfer this Agreement or otherwise make available any benefits, rights, obligations or interests herein whether in whole or in part to any other person or external agency without prior written permission from CIT.

12. Validity

This contract will be valid for a period of twelve months commencing from 1-9-2011- to 31-8-2012. The agreement can be renewed on mutually acceptable terms before its expiry as decided by the both the parties.

13. Termination of Agreement by CIT

This Agreement may be terminated by CIT in the event:

- a) VENDOR is in material breach or default under terms of this Agreement, provided that VENDOR has been given notice of such breach by CIT and VENDOR fails to rectify such breach within the time specified by CIT;
- b) on the occurrence of any of the events specified in clause 1.4 hereof.

14. Termination of Agreement by VENDOR

VENDOR may intimate to CIT with prior notice of 30 days, its intent to terminate the Agreement, in whole or in part, at any time. CIT shall effect the termination after it is satisfied that VENDOR has complied with all activities specified by CIT for the termination of the agreement

15. Obligations even after termination of the agreement

15.1 VENDOR shall continue to be bound by the rights and liabilities of VENDOR arising out of matters which have taken place prior thereto and for the purpose of the settlement of such rights and liabilities CIT may continue to treat VENDOR as a functioning VENDOR.

15.2 Notwithstanding any termination or expiration of this contract, the representations and warranties under various clauses and the rights and obligations under the confidentiality clause shall survive and continue and shall bind the parties and their legal representatives, successors, heirs and assigns.

16. Handover of Information by VENDOR upon termination

On termination of this contract, VENDOR and its directors, employees, agents, franchisees, data entry operators representatives, etc shall hand over to CIT or its authorised persons, all records related to the work assigned under this agreement.

17. Arbitration

In this event of any question, disputes or difference arising between the parties relating to the interpretation and application of the provisions of this agreement , such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of Commissioner of Income Tax, Delhi-XIV, New Delhi. The decision of the arbitrator to the agreement in the regard shall be final and binding upon both the

parties. The parties' shall continue to perform their obligation under this Agreement during arbitration process. The place for arbitration will be New Delhi.

18. Jurisdiction

VENDOR and CIT further agree that all claims, differences and disputes, arising out of or in relation to this agreement including any agreements, contracts and transactions made under this agreement or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions, agreements and contracts have been entered into or not, shall be subject to the exclusive jurisdiction of the courts at Delhi only.

19. Force Majeure

19.1 Notwithstanding anything contained in this agreement, VENDOR shall not be liable for any delay or failure in performing its obligation as per this agreement if such delay or failure is in account of an event of Force Majeure.

19.2 For the purposes of this clause, Force Majeure shall mean:

- a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, explosions or fires;
- b) Strikes, work to rule actions, go slow or similar labour disturbances or other labour action by workers or employees of either Party, including any contractor or any sub contractor of either Party;
- c) Public disorder, insurrection, rebellion, sabotage, riots, terrorism, interruption of traffic beyond the reasonable control of the Parties or violent demonstrations of a local, regional or national character at the mine or at any place where the Contract or part thereof is to be performed;
- d) The outbreak of an epidemic or other communicable diseases in any place where the Agreement or part thereof is to be performed;
- e) Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority or a change in law.

20. Execution of Agreement

This agreement is executed in two originals and each party shall have one original.

21. Notices

Any notice to be given under this Agreement shall be made in writing in English and shall be delivered either (1) by registered mail, (2) by courier service or (3) by facsimile (confirmed by registered mail) to the following addresses, unless otherwise designated or changed by written notice by the parties hereto :

In case of CIT –

4th Floor, Mayur Bhawan,
Connaught Place, New Delhi-110001

In case of VENDOR -

IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands in and around the day and year first hereinabove written.

SIGNED AND DELIVERED)
By the within named)
Commissioner of Income Tax-XIV)
Through its Authorised Signatory)
Mr. _____)
in the presence of Mr. _____)

SIGNED, AND DELIVERED)
By the within named VENDOR M/s)
Through its Authorised Signatory)
Mr. _____)
in the presence of Mr. _____)