



**OFFICE OF THE  
CHIEF COMMISSIONER OF INCOME TAX (CCA)  
CENTRAL REVENUE BUILDING, I.P. ESTATE, NEW DELHI**

No. CCIT(CCA)/Hq.Admn/Outsourcing/2012-13/

Dated . .2012

**Notice Inviting Tender**

On behalf of the President of India, sealed tenders are invited under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies/Firms/Agencies for providing 46 persons for unskilled jobs to be performed in the Office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi for a period of one year from the date of contract.

**Schedule –**

- |  |   |
|--|---|
| i. Starting date & time of sale of tender paper: | 06.12.2012 from 4.00 P.M.   |
| ii. Last date & time of sale of tender paper:    | 26.12.2012 till 11.00 A.M.  |
| iii. Date & time for deposit of tender:          | 26.12.2012 between 11.00 AM to 2.00 P.M.  |
| iv. Date & time for opening of quotations:       | 26.12.2012 at 4.00 P.M.   |
| v. Place of opening the Technical Bid:           | Conference Hall, IIIrd Floor,<br>O/o Chief Commissioner of Income Tax-I,<br>Central Revenue Building,<br>I.P.Estate, New Delhi-110002 |

Tender documents shall be accompanied by a Demand Draft/Banker's Cheque for Rs. 500/- (Rupees Five Hundred only) drawn in favour of the Deputy Commissioner of Income Tax (DCIT), Head Quarters, Administration, O/o the Chief Commissioner of Income Tax (CCA), Delhi, New Delhi towards cost of the tender form.

The tender documents along with instructions and terms & conditions can be downloaded from the web site [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or <http://eprocure.gov.in/cppp/> or can be collected from the Administrative Officer, Room No. 350, O/o the Chief Commissioner of Income Tax, Delhi-I, Central Revenues Building, IP Estate, New Delhi-110002. The interested and eligible Company/Firm/Agency may submit their tender document complete in all respect along with Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rs. two lakh only) and other requisite documents on 26.12.2012 from 11.00 A.M. to 2.00 P.M. in the Tender Box kept in the office of A.O.(Hqrs. Admn.) at Room No.350, 3rd Floor, Central Revenue Building, I.P Estate, New Delhi-110002. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

This office reserves the right to amend / withdraw any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi in this regard shall be final and binding on all.

**Deputy Commissioner of Income Tax (Hqrs.)(Admn)**

## **I. Scope of Work and General Instructions for Tenders**

- i. The office of the Chief Commissioner of Income tax, Delhi-I, New Delhi requires the services of a reputed, well established and financially sound Manpower Company / Firm / Agency for providing manpower to perform unskilled jobs.
- ii. The contract is likely to commence from the date of acceptance and would continue for a period of one year. The period of the contract may be further extended after the completion of contract, provided the requirement of this office for augmenting its present manpower persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Company / Firm / Agency or induction of regular manpower in this office. This office, however, reserves right to terminate the initial contract at any time after giving one week's notice to the selected service providing Company / Firm / Agency.
- iii. In this Office's assessment, the initial requirement seems to be for 46 persons to perform unskilled jobs. The Eligibility is given below:

### **Eligibility**

- Age: 18-40 years
  - Educational Qualification: 8th Pass
  - Physical fitness to carry out the office related work.
  - The antecedents have been got verified by the agency from the local police authorities and the agency to certify the moral good character besides no police record for each of the persons.
  - The persons to be stationed / resident of Delhi and or NCR only.
  - Indian citizen only
- iv. The interested Company/firm/Agency may submit the tender document, complete in all respects, along with Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees two lakh only) in favour of "Deputy Commissioner of Income Tax (DCIT), Head Quarters, Administration, O/o the Chief Commissioner of Income Tax (CCA), Delhi, New Delhi" and other requisite documents on 26.12.2012 between 11.00 A.M. to 2.00 P.M. in the Tender Box kept in Room No. 350, O/o CCIT(CCA) Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002.
  - v. The various crucial dates relating to Tender for providing manpower for performing unskilled jobs in the office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002 are as under :-
    - i. Starting date & time of sale of tender paper: 06.12.2012 from 4.00 P.M.
    - ii. Last date& time of sale of tender paper: 26.12.2012 till 11.00 A.M.
    - iii. Date & time for deposit of tender: 26.12.2012 between 11.00 AM to 2.00 P.M.
    - iv. Date & time for opening of quotations: 26.12.2012 at 4.00 P.M.
    - v. Place of opening the Technical Bid: Conference Hall, IIIrd Floor,  
O/o Chief Commissioner of Income Tax-I,  
Central Revenue Building,  
I.P.Estate, New Delhi-110002
    - vi. Date and Time for opening of Financial Bids for technically qualified bidders: To be decided and intimated later.

- vii. Validity of Bids: 90 days from the date of opening of tenders.
- vi. The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested Agencies are advised to submit two separate sealed envelopes super-scribing “Technical Bid” for providing manpower to perform unskilled jobs to the office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002 and “Financial Bid” for providing manpower to perform unskilled jobs in the office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002. Both sealed envelopes should be kept in a third sealed envelope super-scribing “Tender for providing manpower to perform unskilled jobs in the office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi- 110002.
- vii. The Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees two lakh only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the Agency in the form of Demand Draft/Pay Order from any of the Scheduled Commercial Bank drawn in favour of “Deputy Commissioner of Income Tax (DCIT), Head Quarters, Administration, O/o the Chief Commissioner of Income Tax (CCA), Delhi, New Delhi” valid for a period of 90 days. Bids not accompanied by earnest money of the requisite amount with proper validity will be summarily rejected.
- viii. The successful tenderer will have to deposit a Performance Security Deposit for a sum of Rs. 5 lakhs (Rupees Five Lakhs only) (subject to revision) at the time of placing the work order within 15 days of the receipt of the formal order. The Performance Security Deposit will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of “Deputy Commissioner of Income Tax (DCIT), Head Quarters, Administration, O/o the Chief Commissioner of Income Tax (CCA), Delhi, New Delhi” or Fixed Deposit Receipt (FDR) from a Scheduled Bank made in the name of Service Provider Company/firm/Agency but hypothecated to Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002.
- ix. The Performance Security Deposit should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the contractor.
- x. The tendering Company/Firm/Agency is required to enclose photocopies of the following documents, duly attested by a Gazetted Officer, along with the Technical Bid, failing which their bids shall be summarily / outrightly rejected and will not be considered any further:

<b>PAN/GIR No. (Attach attested copy)</b>
<b>Service Tax Registration No. (Attach attested copy)</b>
<b>E.P.F. Registration No. (Attach attested copy)</b>
<b>E.S.I. Registration No. (Attach attested copy)</b>
<b>Documents showing completing at least one service of value not less than Rs.25 Lakh per annum or at least two services of value not less than Rs.15 Lakh per annum related to providing human resources in a single contract. (in original)</b>
<b>Details of the major similar contracts handled by the tendering</b>

<b>Company/Firm/Agency on behalf of PSUs and Government Departments during the last two years. (Attach attested copy)</b>
<b>Affidavit worth Rs.100/- stating that the agency is / has not been black listed by Centre / State Government / PSU (Attach attested copy)</b>
<b>Number of similar assignments; Manpower provided to public/private/PSU in last 5 years by the Agency (Attach attested copy)</b>
<b>Certified document in support of financial turnover of the agency.</b>

- xi. Conditional bids shall not be considered and will be out rightly rejected at the very first instance.
- xii. All entries in the tender form should be legible and filled clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the agency.
- xiii. The envelope containing Technical Bid shall be opened first on the scheduled date and time, in the Conference Hall, IIIrd Floor, office of the Chief Commissioner of Income tax-I, Central Revenue Building, I.P Estate, New Delhi-110002 in the presence of the representatives of the Company / Firm / Agency, if any, who wish to be present on the spot at that time. The Technical Bids shall be evaluated by a Technical Evaluation Committee. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date & place to be notified later in presence of short listed contractors or their authorized representatives.
- xiv. The competent authority of Office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002 reserves the right to annul any or all bids without assigning any reason.
- xv. The bidder shall quote the technical & financial bids as per the format enclosed at **Annexure I & II.**

**II. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM/ AGENCY**

The tendering Service Provider Company / Firm / Agency should fulfill the following technical specifications:

1. The Registered Office or one of the Branch Offices of the Service Provider Company / Firm / Agency should be located within the National Capital Territory of Delhi.
2. The Service Provider Company / Firm/ Agency should be registered with the appropriate registration authority.
3. Service Provider Company / Firm/ Agency should have at least five years experience in providing manpower to private and/or public sector Company/ Banks and Government Departments etc.

4. Service Provider Company / Firm / Agency should have its own Bank Account.
5. Service Provider Company / Firm/ Agency should exist on the records of Income Tax and Service Tax Departments.
6. Service Provider Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
7. The Service Provider Company / Firm/ Agency should have completed at least one service contract of value not less than Rs.25 lakh per annum or completed at least two service contracts of value not less than Rs.15 lakh per annum related to providing human resources in a single contract.
8. The Service Provider Company / Firm / Agency must have a turnover of Rs.50 lakh per year during the last three financial years.
9. The Service Provider Company / Firm / Agency shall submit affidavit stating that the agency is / has not been black listed by Central Government / State Government / any PSU.

**Non compliance with any of the above conditions by the Service Provider Company / Firm / Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.**

### **III. TERMS AND CONDITIONS**

#### **A. General**

- i. The contract is likely to commence from the date of acceptance and shall continue for a period of one year, unless it is curtailed or terminated by this Office owing to deficiency of service, sub-standard quality of Personnel deployed, breach of contract, reduction or cessation of the requirements of work, insubordination and dereliction of duty.
- ii. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting Agency and this Office.
- iii. The contract may be extended, on the same terms and conditions or with some addition/ deletion/ modification' for a further period not exceeding one year **at the sole discretion of O/o CC-I, Delhi.**
- iv. The contracting Company/ Firm/ Agency will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contracting agency will maintain proper records as required under the Law/Acts. It shall be the duty of the contracting company / agency to enhance the wages of the employees subject to any statutory obligation / raise from time to time as instructed by authorities concerned in this behalf. However such statutory enhancement shall be claimed from the department by the contracting agency on furnishing documentary proof of payment of such amount to it employees and this enhancement / raise shall be deemed to be agreed upon between the department and contracting agency / company.
- v. The requirement of this office may further increase or decrease during the period of contract and the contracting agency would have to provide additional Attendants, if required on the same terms and conditions.

- vi. The contracting Company/ Firm/ Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent of this Office.
- vii. The tenderer will be bound by the details furnished by it to this Office, while submitting the tender or at any subsequent stage. In case any of the documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract, making the tenderer liable for legal action besides the termination / cancellation of contract, legal action for damages at the sole discretion of Chief Commissioner, Delhi-I and in such eventuality, the security amount tendered shall be liable to be forfeited.
- viii. Financial bids of only those tenderers who are declared qualified technically shall be evaluated.
- ix. The Office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002 reserves the right to terminate the contract at any time after without giving any notice.
- x. The contracting Agency shall ensure that the manpower deployed in the Office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002 conforms to the eligibility conditions of age, education and any other qualification as specified in the contract.
- xi. The manpower employed by the Agency shall be required to work as per the Office's working timings, i.e. from Monday to Friday from 0930 hrs. to 1800 hrs. with a lunch break of ½ hour from 1330 hrs. to 1400 hrs. At times, the deployed manpower may be required to work on Saturdays, Sundays, Gazetted Holidays and beyond normal office hours on working days.
- xii. The contracting Company/ Firm/ Agency shall furnish the following documents in respect of the persons who will be deployed by it in this Department before the commencement of work.
  - a) List of persons shortlisted by Agency for deployment in the Office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002 containing full details i.e. date of birth, marital status, address, educational and professional qualification, experience etc.
  - b) Bio-data of the person with photograph affixed.
  - c) Character certificate from a Gazetted officer of the Central / State Government.
  - d) Certificate of verification of antecedents of persons by local police authority.
- xiii. In case, the person employed by the successful Company/ Firm/ Agency performs any act of omission/ commission that amounts to misconduct / indiscipline/ incompetence and security risks, the successful Company/ Firm/ Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the Office immediately after being brought to their notice.
- xiv. The service provider shall provide identity cards **and uniform** to the personnel deployed in the Office carrying the photograph of the personnel and personal information including name, date of birth, designation and Identification mark etc.
- xv. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in the Office.
- xvi. The service provider shall ensure proper conduct of its personnel in office premises, maintain strict discipline in and around the office premises and enforce prohibition of consumption of alcoholic drinks, chewing pan, smoking, loitering without work etc. or consuming any other intoxicant substance, food or drink during the work hours / being on duty to maintain discipline and office decorum.

- xvii. The persons deployed shall be required to report for work at 9:30 hrs to the offices/ officers in proper uniform under whom they are deployed which will be intimated separately and would leave at 18:00 hrs. In case, a person deployed is absent on a particular day or comes late/ leaves early on three occasions, one day's wage shall be deducted. In case of repetition of such instances, clause (xvii) will be applicable. The uniform to the persons deployed will be provided by the contracting agency which will be inclusive in the contract amount.
- xviii. The Agency shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the Office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002 so that optimal services of the persons deployed by the agency could be availed without any disruption. However the office of CC1 shall be fully competent and embowered to remove any indiscipline personnel / staff from its premises if his/ her behaviour is not upto mark, immoral and / or his /her presence is prejudicial / embarrassing to the department.
- xix. The selected Agency shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs. 100 per day ( per such case) on the service providing Agency, besides deduction in payment on pro-rata basis.
- xx. It will be the responsibility of the service providing Agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Office and this Office will have no liabilities in this regard.
- xxi. For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this Office. The persons deployed by the Agency in the Office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against the Office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002.
- xxii. The service providing Agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. This Office shall, in no way, be responsible for settlement of such issues whatsoever **as this office shall have no privity of contract with the work force.**
- xxiii. This Office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing Agency in the course of their performing the functions/ duties, or for payment towards any compensation.
- xxiv. The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/ confirmed employees of this Office during the currency or after expiry of the contract. That any issue of pay, perks, statutory obligations , welfare schemes or monetary benefits / internal arrangements of the employees , **their personal insurance (If any)** shall be look after by the contracting agency and the department has no interference or liability of any nature in any manner whatsoever.
- xxv. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity. In brief there shall be no privity of contract between the department and the individuals / work force provided by the service provider / contracting agency.
- xxvi. The contracting agency should communicate above conditions to all the persons deployed in this office by the contracting agency.

- xxvii. Payments shall be made only to the contracting agency and on monthly basis as per actual services. The contracting agency has to raise invoices in the first week of the next month for the services rendered in the month.

**B. FRAUD AND CORRUPT PRACTICES**

- i. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Office may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- ii. Without prejudice to the rights of this Office under Clause i. hereinabove, if an Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by this Office during a period of 2 (two) years from the date such Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
- iii. For the purposes of this clause 1, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
  - b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process;
  - d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

**C. LEGAL**

- i. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance and other

labour laws etc. in respect of the persons deployed by it in this Office **as this office has no privity of contract with the employees.**

- ii. The Service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002 to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iii. The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.
- iv. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.
- v. In case, the tendering Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Office is put to any loss,/ obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.

#### **D. FINANCIAL**

- i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs.2,00,000/- (Rupees two lakh only) in the form of Demand Draft/ Pay Order drawn in favour of the “Deputy Commissioner of Income Tax (DCIT), Head Quarters, Administration, O/o the Chief Commissioner of Income Tax (CCA), Delhi, New Delhi” failing which the tender shall be rejected out rightly.
- ii. The EMD in respect of the Agency which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to it without any interest. However, the EMD in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. Further, if the Agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
- iii. Bids, offering rates which are lower than the minimum wages (as applicable for the NCT of Delhi) for the pertinent category, would be rejected.
- iv. The successful tenderer will have to deposit a Performance Security Deposit for a sum of Rs. 5 lakhs (Rupees five lakhs only) at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of the Deputy Commissioner of Income Tax (DCIT), Head Quarters, Administration, O/o the Chief Commissioner of Income Tax (CCA), Delhi, New Delhi or Fixed Deposit Receipt (FDR) from a scheduled Bank made in the name of Service Provider Company/ Firm/ Agency but hypothecated to the Deputy Commissioner of Income Tax (DCIT), Head Quarters, Administration, O/o the Chief Commissioner of Income Tax (CCA), Delhi, New Delhi. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier. The Department shall not pay any interest on the Performance Security Deposit.
- v. In case of breach of any terms and conditions stipulated in the contract, the performance security Deposit of the Agency will be liable to be forfeited by this Office besides annulment of the contract.
- vi. The Agency shall raise the bill, in triplicate, along with attendance sheet to the Division under whom the outsourced personnel has been deployed in the first week of the

succeeding month. The concerned office/officer will send the bills duly verified to the office of Deputy Commissioner of Income-tax (Hqrs- Admn.), Central Revenue Building, I.P Estate, New Delhi-110002 for sanction and payment as far as possible the payment will be released after receipt from the Accounts Officer, CIT's Field Pay Unit, New Delhi.

- vii. The Claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till the proof is furnished, at the discretion of this Office.
- viii. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated / appointed by Chief Commissioner Delhi-I and he /she shall not be a person below the rank of CIT.
- ix. The Office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi-110002 reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

**E. EVALUATION CRITERIA**

- a) The evaluation committee will be constituted by the Office to evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying due criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Technical Proposal, and particularly the criteria or sub-criteria or if it fails to achieve the minimum technical score.
- b) Financial Proposals will remain unopened for those Agencies which fail to achieve the minimum technical scores. Financial Proposals shall be taken up only those agencies who meet the minimum qualifying mark and will then be inspected to confirm that they have remained sealed and unopened. Thereafter these Financial Proposals shall be opened, and the total prices read aloud and recorded.
- c) The lowest evaluated financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other financial Proposals will be computed as indicated in the Data sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal F= the weight given to the Financial Proposal; T+F = I )indicated in the Data sheet;  $S = St \times T \% + Sf \times F\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations, **subject to find discretion of office of CC-I.**

**Criteria, Sub-criteria, and point system for the evaluation of Full technical Proposals are:**

	<u>Points</u>
i) <b>Specific experience of the Agency</b>	} 20
ii) <b>Number of similar assignments; Manpower provided To Govt./private/PSU in last 5 years by the Agency</b>	} 40
iii) <b>Objective Testing and Assessment of Professional skills Of Candidates/Manpower: Agency''s process of Scrutinising Candidates before providing to the Office; Number and Type of tests/examinations proposed/conducted by the</b>	} 40

Agency to ensure that suitable candidates/manpower }  
Are going to be provided to the Office }  
100 Points

**The minimum Technical Score( $S_t$ ) required to pass is: 70 Points out of 100**

**The formula for determining the financial scores is the following:**

**$S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration.**

**The weight given to the Technical and Financial Proposals are,  
Technical (T) = 0.6, and Financial (P)=0.4**

**Deputy Commissioner of Income tax (HQ-Admn.)  
C R Building, I.P Estate, New Delhi-110002**

**ANNEXURE-I**

**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

**For Providing manpower to perform unskilled jobs in the Office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi**

1.	Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)																	
2..	Name of proprietor/Director of Company/Firm/Agency																	
3.	Full Address of Registered Office with Telephone No., FAX and E Mail																	
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail.																	
5.	Banker of Company/Firm/ Agency with full address (Attach certified copy of statement of A/C for the last three years)																	
6.	PAN/GIR No. (Attach attested copy)																	
7.	Service Tax Registration No. (Attach attested copy)																	
8.	E.P.F. Registration No. (Attach attested copy)																	
9.	E.S.I. Registration No. (Attach attested copy)																	
10.	Documents showing completing at least one service of value not less than Rs.25 Lakh per annum <b>or</b> at least two services of value not less than Rs. 15 lakh per annum related to providing human resources in a single contract.																	
11.	Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last three years in the following format. <table border="1" style="width: 100%;"><thead><tr><th>S.No</th><th>Details of client alongwith address, telephone and Fax numbers.</th><th>Amount of Contract. ( Rs. Laksh)</th><th>Duration of Contract. From to</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table> <p>( if the space provided is insufficient, a sepatate sheet may be attached. ) Attested copies of work orders may also be attached.</p>	S.No	Details of client alongwith address, telephone and Fax numbers.	Amount of Contract. ( Rs. Laksh)	Duration of Contract. From to													
S.No	Details of client alongwith address, telephone and Fax numbers.	Amount of Contract. ( Rs. Laksh)	Duration of Contract. From to															
12.	Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU (Attach copy)																	
13.	Number of similar assignments; Manpower provided to Govt./private/PSU in last 5 years by the Agency (Attach Copy)																	

14.	Objective Testing and Assessment of Professional Skills of Candidates / Manpower: Agency's process of Scrutinising candidates before providing to this office. (Attach Copy)	
15	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-III)	
16.	List of other clients.	
17.	Details of Earnest Money Deposited: DD No.....Dated.....Amounts:Rs..... Bank.....	Drawn

Signature of authorized person

Name:

Seal:

Date:

Place:

DECLARATION

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

2. I have carefully read and understood all the terms and conditions of the tender and  
undertake to abide to them;
3. The information / documents furnished along with the above application are true  
and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the  
fact that furnishing of any false information/ fabricated document would lead to rejection  
of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

For providing manpower to perform unskilled jobs in the Office of the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi.

1. Name of tendering Service Provider Company / Firm/ Agency:
2. Details of Earnest Money Deposit  
Amount :  
D.D. / P.O & Date :  
Drawn on Bank :
3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.)

	Component of Rate	Total Amount for ____ No. of persons to be deployed
1	Monthly Rate (As per Minimum Wages Act,1948 applicable in NCT Delhi as on date of submission of proposal)	
2	Employees Provident Fund @ % of above	
3	Employees State Insurance @ % of above	
4	Service Tax liability @ % of	
5	Any other liability (pl. indicate)	
6	Contractors Administrative /Services Charges (including Uniform charges)	
	Total (Column 1 to 6)	

4. The manpower employed by the Agency shall be required to work normally as per the Office's working days, i.e. from Monday to Friday from 0930 hrs. to 1800 hrs. with a lunch break of ½ hour from 1330hrs to 1400 hrs. The manpower may also be called upon to perform duties beyond normal office hours on working days and even on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays.

Signature of authorized person

Full Name:

Seal:

Date: Place:

Notes:

1. The rates quoted by the tendering Agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.

## AGREEMENT FOR MANPOWER SUPPLY

This Agreement for Manpower supply is made and entered in to at New Delhi on the \_\_\_\_\_, 2013 between the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi hereinafter referred to as 'Income tax Department Delhi' (which expression shall, unless repugnant to the contract, mean and include in its successors in office and assigns) of the first Part.

And  
M/S

\_\_\_\_\_ hereinafter referred as the Contractor (which expression shall, unless repugnant to the contract and mean include their successors, nominees) of OTHER PART and hereinafter represented by \_\_\_\_\_  
WHEREAS the Income tax Department Delhi vide its letter No. Dated \_\_\_\_\_ is desirous of entrusting Contractor the contract for Manpower supply, the company deals. AND WHEREAS \_\_\_\_\_ vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_ has agreed to undertake this work on the terms and conditions as mentioned in the Office's letter No. \_\_\_\_\_ dated \_\_\_\_\_ and No. \_\_\_\_\_ dated \_\_\_\_\_.

NOW IT IS agreed by and between the parties as under:-

1. This Contract for the said manpower services shall be deemed to have come into force on \_\_\_\_ day of the month of \_\_\_\_\_ of the year 2013.
2. This Contract shall continue for a period of **one year**, unless it is curtailed or terminated by the Office owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work.
3. (This Contract shall automatically expire after one year, from commencement of the contract unless extended further by the mutual consent of the parties.
4. That on the elapse of period of one year with effect from \_\_\_\_\_ this contract shall ipso facto stand terminated / come to an end. However the CCIT , Delhi -1 may on its discretion extend the contract with suitable additions / deletion / modifications for any further period not exceeding 1 year at a stretch. Any such extension shall be entered into by way of a fresh agreement and it shall not be obligatory or mandatory for CCIT, Delhi - 1 to extend / renew the present contract.
5. The contracting Company/ Firm/ Agency will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contracting agency will maintain proper records as required under the Law/Acts. The contract amount will be enhanced proportionate to periodical wage revision by Delhi Govt.
6. The requirement of this office may further increase or decrease during the period of contract and the contracting agency would have to provide additional Attendants, if required on the same terms and conditions.
7. The Contractor / Contracting agency shall not transfer, assign, pledge, outsource or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent of the Office.( Income tax Department ).
8. The Contractor will be bound by the details furnished, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it are found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
9. The Office ( Income tax Department ) shall have right to terminate the contract during initial period also after giving a week's notice to the contractor.

10. The Contractor shall ensure that the manpower deployed in the office of the Chief Commissioner of Income tax, Delhi-I, New Delhi conforms to the eligibility conditions of age, educational qualifications etc.
11. The manpower deployed by the Contractor shall be required to work normally as per the Office' s working days, i.e from Monday to Friday from 0930 hrs. to 1800 hrs. with a lunch break of ½ hour 1330 hrs. to 1400 hrs. But at times, the manpower may be required to work beyond normal working hours on working days and even on holidays/Gazetted holidays.
12. The Contractor shall furnish the following documents in respect of the individual personnel of work:
  - a) List of personnel shortlisted by contractor for deployment containing full details i.e. date of birth, marital status, address, educational qualifications, experience etc. ;
  - b) Bio-data of the persons with photograph affixed.
  - c) Character certificate from a Gazetted officer of the Central / State Government.
  - d) Certificate of verification of antecedents of persons by local police authority.
13. In case, the person deployed by the Contractor commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence and security risks, the Contractor will be liable to take appropriate disciplinary action against such person(s), including their removal from place of work, if required by the 'Income tax Department Delhi' immediately after being brought to their notice.
14. The Contractor shall provide identity cards **and uniform** personnel deployed in the Office carrying the photograph of the personnel and personal information as the name, date of birth, and identification mark etc.
15. The Contractor shall ensure that any information such as details of offices, operational process technical know-how, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in the Office.
16. The service provider shall ensure proper conduct of its personnel in office premises, maintain strict discipline in and around the office premises and enforce prohibition of consumption of alcoholic drinks, chewing paan, smoking, loitering without work etc. or consuming any other intoxicant substance, food or drink during the work hours / being on duty to maintain discipline and office decorum.
17. The persons deployed shall be required to report for work at 930 hrs. to the office / officers in proper uniform under whom they are deployed, which will be intimated separately and would leave at 1800 hrs. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day's wage shall be deducted. In case of repetition of such instances, clause 19 will be applicable.
18. The Contractor shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the Income tax Department Delhi so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
19. The Contractor shall immediately provide a substitute in the event of any person leaving the job to his / her personal reasons. The delay by the Contractor in providing substitutes beyond three working days shall attract liquidated Damages @ Rs. 100 per day (per such case) on the Contractor besides deduction in payment on pro-rata basis.
20. It will be the responsibility of the Contractor to meet transportation, food , medical and any other **statutory or non-statutory** requirement in respect of the persons deployed by it (Contractor) in the Income tax Department Delhi and the Income tax Department Delhi will have no liabilities in this regard **as there is no privity of contract between the**

**employees and the department, and the same is deemed to have been informed by the service provider to its employees as assured.**

21. For all intents and purposes, the Contractor shall be the “Employer” within the meaning of different labour legislations in respect of persons so employed and deployed in the Office. The persons deployed by the Contractor in the Office shall have no claim of any Master and Servant relations nor have any principal and agent relationship with or against Income tax Department Delhi.
22. The Contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. The Income-tax Department shall, in no way, be responsible for settlement of such disputes and no claims disputes or reference arising out of the contractual liabilities of the employer i.e. the contracting agency / company and its employees i.e. the personal / workforce to be deployed at the office of the CCIT ,Delhi - 1, CR building shall be ever entertained / looked into by the department.
23. The Income tax Department Delhi shall not be responsible for any damage, losses, accidents, claims financial or other injury to any person deployed by Contractor in the course of their performing the functions / duties, or for payment towards any compensation.
24. The persons deployed by the Contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of the Income tax Department Delhi, during the currency or after of the contract as there is no privity of contract between the department and the persons deployed.
25. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity.
26. The contracting agency should communicate above conditions to all the persons deployed in this office by the contracting agency and furnish an undertaking to the CCIT, Delhi -1 in this behalf.
27. Payments shall be made only to the contracting agency and on monthly basis as per actual services. The contracting agency has to raise invoices in the first week of the next month for the services rendered in the month.
28. The Contractor shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance and other labour laws etc. in respect of the persons deployed by it in the Income tax Department Delhi.
29. The Contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Income tax Department Delhi to concerned tax collection authorities from time to time, as per extant rules and regulations in the matter.
30. The Contractor shall maintain all statutory registers under the applicable Law. The Contractor shall produce the same, on demand, to the concerned authority of the Office ( Income tax Department )or any other authority under law.
31. The Tax Deduction at Source (T.D.S) shall be deducted as per the provisions of Income Tax Act, 1961, as amended from time to time or other Direct Tax Code applicable at the time of making payment and a certificate to this effect shall be provided to the Contractor by the Office of the Chief Commissioner of Incometax, Delhi-I, New Delhi.
32. In case, the Contractor fails to comply with any statutory, taxation liability under appropriated law, and as a result thereof the Income tax Department Delhi is put to any loss / obligation, monetary or otherwise, the Office Income tax Department Delhi will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, and if so required to recover the same or any outstanding dues in this account / head out of the movables and immovables of the contracting company /

- agency or their directors partners as the case may be to the extent of the loss or obligation in monetary terms.
33. If the Contractor fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
  34. The Contractor shall submit a Performance Security Deposit for a sum of Rs. 5 lakhs (Rupees five lakh only) within 15 days of the placement of a formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of the Chief Commissioner of Income-tax, Delhi-I, New Delhi OR Fixed Deposit Receipt (FDR) from a scheduled Bank made in the name of Service Provider company/ Firm/ Agency but hypothecated to the Chief Commissioner of Income tax, Delhi-I, Central Revenue Building, I.P Estate, New Delhi. The performance security would remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider. The Department shall not pay any interest on the Performance Security Deposit.
  35. In case of breach of any terms and conditions attached to this Contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by the Office besides annulment / termination of the contract, The Contracting agency shall also be liable to pay damages on account of breach of contract as well as administrative expenses incurred by the department besides any other civil or criminal action which may be available under the law.
  36. The Contractor shall raise the bill, in triplicate, along with attendance sheet to the Division under whom the outsourced personnel has been deployed in the first week of the succeeding month. The Division concerned will send the bills duly verified to the office of the Deputy Commissioner of Income-tax, (Hqrs-Admn.), Central Revenue Building, I.P Estate, New Delhi for sanction and payment. As far as possible the payment will be released after receipt from the Accounts Officer, CIT's Field Pay Unit, New Delhi.
  37. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till such proof is furnished, at the discretion of Income tax Department.
  38. (i) In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of the Sole Arbitrator to be appointed by the Chairman, CBDT, New Delhi on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause. The provisions of clause III (D) (viii) of notice inviting tender shall come to play/ be invoked (venue of such arbitration shall be in Delhi and the language of arbitration proceedings shall be English.)  
(ii) Subject to the provisions of this clause (34), the Courts at New Delhi shall have exclusive jurisdiction.
  39. In consideration to the services thus provided by the contractor, the Income tax Department shall pay to the contractor a total sum of Rs. \_\_\_\_\_ (\_\_\_\_\_ Only) per person per month inclusive of EPF, ESI, Service Charges and Service Tax.

IN WITNESS WHEREOF THE parties have signed the Agreement by putting their hand on the day, month and year mentioned herein above. FOR and ON BEHALF OF PRESIDENT OF INDIA FIRST PARTY SECOND PARTY

Witness 1.

Witness 2.

**ANNEXURE-III**  
**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

**We declare that:**

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We hereby certify we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature; Name & Designation with office Seal