



Government of India
Central Board of Direct Taxes
O/o Pr.Chief Controller of Accounts, Zonal Accounts Office
Aayakar Bhavan, M.K.Road, Churchgate, Mumbai
Ph:022-22082568/22120234 Fax:022-22060799/022-22015414 No.

No. ZAO/CBDT/MUM/ADMN/NIQ-DEO/2018-19/ 521

Date: 20/04/2018

To,

The ITO, Hqrs (Systems).
Room No: 380, Aayakar Bhawan,
Mumbai.

Sub: Publish of NIQ i.r.o. outsourcing staff (Data Entry Operators, Semi – Skilled and MTS, UN-SKILLED).

Sir,

Forwarded herewith is a notice inviting Quotation (printed Copy and software copy enclosed) issued by this office, for supply of outsourcing staff i.e. Data Entry Operators, Semi -Skilled and MTS, UN-SKILLED), which is to be displayed on the official website of Income Tax Dept, Mumbai and Income Tax Dept, India. till 27-07-2018 03 :00 pm.

Yours faithfully,

Zonal Accounts Officer

Copy to:

1. The Chief Controller of Accounts, CBDT, 9th Floor, Lok Nayak Bhavan, Khan Market, New Delhi, for information (request to upload on <http://pccacbd.gov.in/>).

Zonal Accounts Officer



Government of India
Controller of Accounts
Office of the Pr. Chief Controller of Accounts
Central Board of Direct Taxes
Aayakar Bhavan, R.No.378, M.K.Road, Mumbai – 400 020.
Ph:22-2200 3411/22039131 Ext:2378 Fax:022-22015414

Tender No. PCCA/CBDT/Mum/Admn/Outsourcing/18-19/ 523

Dated: 19/07/2018

OPEN TENDER NOTICE

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 companies/Firms/Agencies having valid license under Contract Labour (Regulations and abolition) Act, 1970 registered with EPFO, ESIC, Service Tax Registration, for engagement of outsourced manpowerS : 28 NO. DEOS AND 03 NO. MTS FOR WESTERN ZONE (western zone includes places MUMBAI, PUNE ,THANE, NAGPUR,AHMEDABAD,NASHIK, BARODA, RAJKOT,AND SURAT) to perform UNDER THE CONTROL OF DEPUTY CA, ZAO, CBDT, Mumbai.

SCHEDULE:-

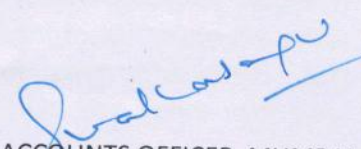
1. Starting date & time of sale of tender Documents 23-7-2018, 3.00 PM
2. Last date & time of sale of tender Documents 27-7-2018 3.00PM
3. Date & time of deposit of tender up to 31-7-2018, 11.00 AM to 2.00PM
4. Date & time of opening quotations 31-7-2018, 3.00PM
5. Venue of Bid opening Room No. 250, Zonal Accounts Office, 2nd floor, AAYAKAR BHAVAN, M K ROAD, Churchgate, Mumbai-4000020.
6. Contract period Two year (02) year initially and may be extended further for a period of two years (one year at a time) with prior approval of IFU.
7. Bid Type Two bid system (Technical and Financial)
8. Whether online or offline Offline

[Handwritten signature]

Tender documents shall be accompanied by a Demand Draft/Banker Cheque of RS.5000/- (Rupees Five thousand only, non-refundable) drawn in favour of ZAO. CBDT. Mumbai towards cost of tender documents.

The tender documents along with instructions and terms and conditions can be downloaded from the web site www.precacbd.t.nic.in or Income Tax Mumbai or Income Tax India website and it can be collected from the Assistant Accounts Officer, Deputy Controller of Accounts, ZAO, CBDT Mumbai. The interested and eligible Company/Firm/Agency may submit their tender documents complete in all respect along with Earnest Money Deposit (EMD) of Rs.2.00 lakh (Rupees Two lakh only) and other requisite documents on or before 31-7-2018 from 11.00 AM to 2.00PM in this office with Zonal Accounts Officer. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

The office of Pr.CCA, CBDT, New Delhi reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Competent Authority, CBDT in this regard shall be final and binding on all.


ZONAL ACCOUNTS OFFICER, MUMBAI

से.ले.का.के.प्र.क.बो.,
Senior Accounts Officer,
क्षे.ले.का.के.प्र.क.बो., मुंबई.
Z.A.O., C.B.D.T., Mumbai.



PART-I**ELIGIBILITY AND QUALIFICATION CRITERIA TO BE MET BY THE CONTRACTOR FOR PERFORMING THE REQUIRED WORK/SERVICE****A-General Requirements for the Tendering Company/firm/Agency**

- i. The office of the Pr. Chief Controller of Accounts, New Delhi requires the services for a period of two year from the reputed, well established and financially sound Company/Firm/Agency for providing manpower to perform unskilled/skilled jobs in Zonal Accounts Office, CBDT, concerned.
- ii. The contract is likely to be commencing from the date of acceptance and would be continue for a period two year on the following conditions of satisfaction:-
 - a) Compliance of all tender conditions, EPF &ESI Rules in depositing contributions within statutory period with credits reflecting in account of staff and issue of ESI cards within 30 days of award of contract.
 - b) Payment of Bonus under Payment Act 1965 and timely payment of wages.

The period of contract may be further extended after fulfilling of aforesaid conditions, 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 month's notice to the selected service manpower providing Company/Firm/Agency. In extending contract beyond initial period i.e. two years with prior approval of IFU.

- iii. The Tendering company required to enclose photocopies, duly attested by a Gazetted Officer of the following documents:-

PAN/GIR No. (Attach attested copy)
Goods and Services Tax (GST) Registration No. (Attach attested copy)
EPFO Registration No.
Details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last five years (Attach attested copy)
Affidavit worth Rs.100/- stating that the agency is/has not been debarred or black listed by Centre/State Government/PSU (Attach attested copy). Affidavit stating that the wages and other emolument will not be less than the notified by the Government.
Number of similar assignments, Manpower provided to public/private/PSU in last 3 years by the Agency (Attach attested copy).
Minimum turnover of the company should be Rs.5 Crores per year or more during the last three financial years (Certified document in support of financial turnover, based on tax audited statement of accounts filed with the return of Income of the firm/Company).
Customer's satisfaction certificate, issued by at least three organization including at least two Central Govt. Department/State Government Department/PSU or any other Govt. Establishment where vendor has provided services during the last three years, with specific mention that the company had paid all the statutory dues in time and issued ESI cards to all the contractual staff, during entire contract period. This should

be in respect of such contract where the bidder has supplied at least twenty five or more number of manpower in given year.

An affidavit duly sworn to the effect that there has been no violation in depositing EPF and ESI contribution as per EPF and ESI laws and issue of ESI cards in respect of staff deployed under contracts with various organizations in past five years.

Total value of contracts executed for Govt. Departments/PSU's/State Govt. Deptt./Autonomous Bodies during last three financial years.

B. Technical Requirements for the tendering Company/Firm/Agency:

The Service Provider tendering Company/Firm/Agency should be fulfilling the following technical specifications:-

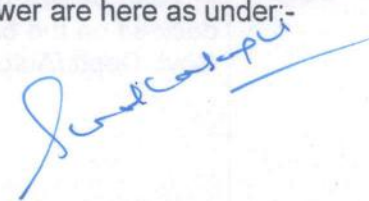
- i. The Registered Office or one of the Branch Offices of the Service Provider Company/Firm/Agency should be located within the National Capital Territory of Delhi only and in case of other ZAOs, the concerned State Government.
- ii. The Service Provider Company/Firm/Agency should be registered with the appropriate registration authority.
- iii. The Service Provider Company/Firm/Agency should be at least 03 years experience in providing manpower to private and or public sector company, Banks and Government Departments etc.
- iv. The Service Provider Company/Firm/Agency should have its own Bank Accounts with the Scheduled commercial Bank.
- v. The Service Provider Company/Firm/Agency should exist on the records of Income Tax and Service Tax Department.
- vi. The Service Provider Company/Firm/Agency should be registered with appropriate authorities under Employees State Insurance Acts.
- vii. The Service Provider Company/Firm/Agency must have a turnover of Rs.5 Crores per annum during the last three financial years. It is clarified that consolidated turnover of Group of Companies to meet the requirement of turnover will not be considered.
- viii. There should be no violation in depositing EPF and ESI contribution as per EPF and ESI laws and issue of ESI cards in respect of staff deployed under contracts with various organizations in past three years.
- ix. The Department may, if required, verify the antecedents of the bidder from contracting Departments/Organizations/EPFO/ESIC about the compliance of statutory laws of EPF, ESI and Bonus under payment of Bonus Act. If any adverse report or information is received, the bidder may be disqualified. Thus merely furnishing an affidavit regarding non-black listing or debarring, will not be a parameter for deciding the bidders qualified for final round.
- x. The Service provider shall submit the information of any legal or administrative proceedings initiated by the Contracting organizations for any violation of Contract, EPF, ESI, issue of ESI Cards to staff and bonus under Payment of Bonus Act during last five years.
- xi. The bidder charging ZERO service charges in the tender will be disqualified.

- xii. If any bidder provides EPF, ESI, Bonus or any other statutory liability rates below the minimum rates prescribed by the Government Authority, the bid shall be disqualified.
- xiii. 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.,
- xiv. Financial proposals will remain un-opened for those Agencies which fail to meet eligibility requirements.
- xv. Financial Proposals shall be opened in case of only those parties who fulfil all eligibility criteria.
- xvi. The contracting company will be required to quote minimum wages as prescribed under the Minimum Wages Act of the State Governments. The contracting agency will maintain proper records as required under the Law/Acts. It shall be the duty of the contracting company to enhance the wages of the employee subject to any statutory obligation/rise from time to time. It is clarified that compliance to revision of payment as per wage-revision will be ensured by the vendor. However, such statutory enhancement shall be claimed from the department by the contracting agency on furnishing documentary proof of payment of such amount to its employees and this enhancement/raise shall be deemed to be agreed upon between the department and contracting Company.
- xvii. The deciding criteria will be consolidated manpower cost for the contract for two years (inclusive of all kind of taxes, allowances, Provident Fund etc.) quoted by company/firm/agency. There should be only one price to decide L1 bidder. However, there would be a detailed break-up of reaching that price (inclusive of taxes, as applicable at the time of quote). It is clarified that any facility/perks/accessories e.g. uniforms, Refreshment, Transportation etc will neither make a part of bid nor can be billed to the client.

PART-II

Scope of the Work

- i. The contract is likely to commence from the date of acceptance and shall continue for a period of two years 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 completion of a period of two years 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 further period not exceeding two years (one year at a time) with the prior approval of IFU.
- iv. The persons deployed shall be required to report for work at 9.30 AM to the offices/officers in proper uniform under whom they are deployed which will be intimated separately and would leave at 6.00PM. In case, a person deployed is absent on a particular day or comes late/leaves early on two occasions, one day's wage shall be deducted. The uniform to the persons deployed will be provided by the contracting agency which will be inclusive in the contract amount. The required educational qualification and job description of the manpower are here as under:-



S.No	Name of Post /Job	No. of Posts	Category of Manpower	Job description	Minimum qualification and experience
1.	Data Entry Operators		Skilled	a) Assisting the office in generating reports and office work including typing on computers. b) Assisting the office staff in maintenance of files and records.	a) Age between 18 to 45 years. b) 10+2 with typing speed of 35 words per minute in English or 25 words per minute in Hindi. Conversant with the working of the computer. The personnel to be engaged should be well versed with software running in this office like COMPACT, RAMS- CFMS, Bhavyashya, e-smarath, PFMS, E-lekha, EIS etc.
2.	MTS		Un-skilled		

The antecedents have been got verified by the manpower providing Company/Firm/Agency from the local police authorities and the agency to certify the moral good character and no police record for each of persons. The each manpower required to be a citizen of India and to the stationed/resident of Delhi or NCR only.

Part-III

INSTRUCTIONS TO THE BIDDERS

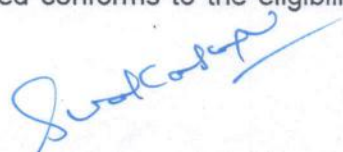
- Validity of Bids: 120 days from the date of opening of tender.
- The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested Agencies are advised to submit two separate sealed envelopes super – scribing "Technical Bid" for providing manpower to perform skilled jobs to the O/o Pr. Chief Controller of Accounts, ZAO, CBDT concerned and "Financial Bid" for providing manpower to perform skilled jobs to the O/o the Pr. Chief Controller of Accounts, ZAO, CBDT, concerned.
- The Earnest Money Deposit of Rs.2 lakh (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 ZAO, CBDT concerned valid for a period of 120 days. Bids not accompanied by earnest money of the requisite amount with proper validity will be summarily rejected.
- The successful tenderer will have to deposit a Performance Security Deposit of 5% of total Bid value 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 ZAO, CBDT, concerned or Fixed Deposit Receipt (FDR) from a scheduled Bank made in the name of service provider Company/Firm/Agency but hypothecated to the ZAO, CBDT concerned.
- The Performance Security Deposit of 5% of the total Bid Value should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the contractor.
- In case of two or more bidders showing equal L1, the successful bidder shall be decided on the basis of higher turnover executed (in case of Govt. Deptt./PSUs/State Govt. Deptt./Autonomous Bodies) during the last three financial years.

- vii. The bidders will file an affidavit duly sworn, in the technical bid to the effect that there has been no violation in depositing EPF and ESI contribution as per EPF & ESI Laws and payment of Bonus under Payment of Bonus Act as well as issue of ESI Cards in respect of staff deployed under contracts with various organization in past five years.
- viii. Bids through Fax/Mail/Conditions shall not be considered and will be out rightly rejected at the very first instance.
- ix. 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. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid application must be initialled 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.
- x. The envelopes containing Technical Bid shall be opened first on the scheduled dated and time, in the Conference Hall of O/o Pr. Chief Controller of Accounts, CBDT, concerned 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 Bid shall be evaluated by a Technical Evaluation Committee. The Financial Bid of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date & time and place to be notified later in presence of technically qualified contractors or their authorized representatives.
- xi. The Competent Authority in all process is the Pr. Chief Controller of Accounts, CBDT, concerned reserves the right to annual any or all bids without assigning any reason.
- xii. The Bidder shall quote the technical & financial bids as per the format enclosed at Annexure I & II.
- xiii. 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.

Part-IV TERMS AND CONDITIONS OF THE CONTRACT

A. General:-

- i. The tenderer shall abide 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 and contract, making the tenderer liable for legal action besides the termination/cancellation of contract, legal action for damages at the sole discretion of the Pr. Chief Controller of Accounts, CBDT, concerned and in such eventuality, the security amount shall be liable to be forfeited.
- ii. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its right and liabilities under this contract to any other agency without the prior written consent of this office.
- iii. Financial Bid of only those tenderers who are declared qualified technically shall be evaluated by the technical evaluation committee.
- iv. The Office of the Pr. Chief Controller of Accounts, CBDT, concerned reserves the right to terminate the contract at anytime without giving any notice.
- v. The contracting Agency shall ensure that the manpower deployed in the office of the Pr. Chief Controller of Accounts, ZAO, CBDT, concerned conforms to the eligibility



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conditions of age, educational qualification and any other qualification as specified in the contract.

- vi. The contracting Company/Firm/Agency shall furnish the following documents in respect of the persons who will be deployed by it in this office before the commencement of work:-
- a) List of per persons shortlisted by Agency for deployment in the O/o Pr. Chief Controller of Accounts, ZAO, CBDT, concerned containing full details i.e. date birth, Aadhar No., Marital status, address, educational and professional qualification, experience, etc. of the deployed manpower.
 - b) Bio-data of the person with photograph affixed.
 - c) Certificate of verification of antecedents of persons by local police authority.
- vii. 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.
- viii. The service provider Company/Firm/Agency shall provide identity cards carrying the photograph of the personnel and their information to the employed personnel deployed in this office.
- ix. 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
- x. The server 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.
- xi. The Agency shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the office of Pr. Chief Controller of Accounts, CBDT, concerned so that optimal services of the persons deployed by the agency could be availed without any disruption. However, the office of Pr. CCA, CBDT, Delhi shall be fully competent and empowered to remove any indiscipline personnel/staff from its premises if his/her behaviour is not up to mark, immoral and/or his/her presence is prejudicial/embarrassing to the department.
- xii. 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.200/- per day (per such case) on the service providing Agency, besides deduction in payment on pro-rata basis.
- xiii. 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.
- xiv. 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 Pr. Chief Controller of Accounts, CBDT, concerned.
- xv. The service providing Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. This office shall, in
- S. V. K. S. S.*

- no way, be responsible for settlement of such issues whatsoever as this office shall have no privities of contract with the work force.
- xvi. 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.
 - xvii. The Service Provider will designate an Executive for co-ordinating all manpower related issues, timely payment of wages, EPF, ESI & Bonus, issue of ESI Cards and updation of EPF/ESI account of staff, The Service provider will provide contact and alternative contact number and address of such Executive.
 - xviii. 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 privities of contract between the department and the individuals/work force provided by the service provider/contracting agency.
 - xix. The contracting agency should communicate above conditions to all the persons deployed in this office by the contracting agency.
 - xx. Payment shall be made only to the contracting agency on monthly basis as per actual services. The contracting agency has to raise invoice in the first week of the next month for the services rendered in the month. The minimum wages rates must be required as per latest/revised order notified by the Ministry of Labour & employment and should be remitted directly into workers bank accounts latest by 7th day of every month. In case of delay, penalty @ one percent of gross monthly bill will be charged per day of delay.
 - xxi. It is clarified that the vender shall pay the wages on or before 7th of every month and raise the bill to the client after making these payments. Besides, he shall furnish the proof of payment made to the contractual employees. It is further clarified that the vendor shall not claim the wages before making the payment to the contractual employees.
 - xxii. The vendor shall file monthly statement of EPF & ESI contribution of contractual employees on or before 16th of every month and any violation in this regard may lead to termination of contract.
 - xxiii. The vendor shall provide ESI Cards to the contractual employees within 30 days of their deployment. Any violation in remittance of EPF and ESI contribution in respect of contractual staff will be considered as a Gross Offence and shall lead to termination of Contract. It is clarified that vendor shall not understate or underpay the EPF & ESI contribution to the concerned Department. It is further clarified that vendor shall pay EPF & ESI contribution before the due date as prescribed in EPF & ESI Laws and any violation and delay in making payment of EPF & ESI may be reason for termination of contract.
 - xxiv. Failure by the contractor to comply with any statutory requirements and/or the terms of the agreement during the period of contract will result in termination of the contract and subsequent disqualification from participation in any future tender of the department.

B. FRAUD AND CORRUPT PRACTICES

Signature

- 10
- 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 any 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, herein above, 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 in the Bidding Process, such applicant shall not be eligible to participate in any tender issued by this office during a period of 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 purpose of this clause¹, 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 action of any engaging in any manner whatsoever, whether during the bidding process or after the issue of the letter of authorization (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, through at any time has been or is a legal, financial or technical advisor of the authority in relation to any matter concerning to the project;
 - b) "Fraudulent Practice" means
 - i. A misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.
 - ii. Non-payment of EPF/ESI dues within statutory time limit or showing the contractual staff on leave in EPF/ESI records while actually working in the Contracting Department or making payment of EPF/ESI less than statutory limit.
 - iii. Non-issue of ESI Cards to the contractual staff within 30 days of awarding contract.
 - 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.
 - (ii) having a Conflict of Interest.
 - d) 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 Building Process.

C. LEGAL:-

- i. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Employees State Insurance and other labour laws etc. in respect of the persons deployed by it in this Office as this office has no privities of contract with the employees.
- [Signature]*

- 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 Pr. Chief Controller of Accounts, CBDT, concerned 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 Act, as amended from time to time and 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 accompanied with an Earnest Money Deposit (EMD). Refundable (without interest) of Rs.2,00,000/-- (Rupees Two lacs only) in the form of Demand Draft/ Pay Order drawn in favour of the "ZAO, CBDT, concerned failing which the tender shall rejected out rightly.
 - ii. Bidder having Government Purchase Enlistment Certificate, issued by NSIC Ltd, may submit the same to seek exemption from depositing EMD. However, it is clarified here that "Tender Processing Fee of Rs.5,000/- is not exempted under this Certificate and Bidders will have to deposit the same.
 - iii. 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. EMD of successful bidder shall be returned only after signing the contract and depositing the Performance Bank Guarantee. Further, if the Agency fails to deploy manpower against the initial requirement within 15 days from date placing the order, the EMD shall stand forfeited without giving any further notice to the agency.
 - iv. Bid, offering rates which are lower than the minimum wages (as applicable for the NCT of Delhi) for the pertinent category, would be summarily rejected.
 - v. The successful tenderer will have to deposit **a Performance Security Deposit of 5 % of the Total Bid value 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 ZAO, CBDT, concerned or Fixed Deposit Receipt (FDR) from a scheduled Bank made in the name of Service Provider Company/ Firm/ Agency but hypothecated to ZAO, CBDT, concerned.
 - vi. 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 supplier. The Department shall not pay any interest on the Performance Security Deposit.
 - vii. In case 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.
 - viii. The Agency shall raise the bill, in triplicate, along with attendance sheet to the office under whom the outsourced manpower has been deployed in the first week of the succeeding month. The concerned office/officer will send the bills duly verified to the O/o the Pr. Chief Controller of Accounts, CBDT, concerned for sanction and payment.
 - ix. The claim in bills regarding Employees State Insurance, Employees Provident Fund, Service Charges and Service Tax, etc. if any, should be necessarily

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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.

x. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of New Delhi. However, no dispute shall be taken by either of the parties to the contract, to any court of law without first referring it to an arbitrator, who will be appointed as per Indian Arbitration and Conciliation Act-1996 by the O/o the Pr. Chief Controller of Accounts, CBDT, concerned.

xi. The office of the Pr. Chief Controller of Accounts, CBDT, New Delhi 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.

Sr. Accounts Officer (Admn-I)



Sr. Accounts Officer
वरिष्ठ लेखा अधिकारी,
Senior Accounts Officer,
क्षे.ले.का.के.प्र.क.बो., मुंबई.
Z.A.O., C.B.D.T., Mumbai.

(B)

ANNEXURE-I

TECHNICAL BID

1.	Name of Tendering Company/Firm/Agency(Attach certificates of registration)		
2.	Name and address of proprietor/Director of Company/Firm/Agency		
3.	Full Address of Registered, Operating and branch office with Tel. No., FAX and E-Mail separately.		
4.	Banker of company/Firm/Agency with full address (Attach certified copy of statement of A/C for the last three years)		
5.	License No. of the Company/Firm/Agency issued by the office of Regional Labour Commissioner as per act.		
6.	PAN/GIR No. (Attach attested copy)		
7.	Service Tax Registration No. (Attach attested copy)		
8.	E.S.I. Registration No. (Attach attested copy)		
9.	EPF account No.		
10.	Copy of ITR of Assessment year 2015-16, 2016-17 and 2017-18.		
11.	S.No.	Details of client along with address, telephone and fax numbers	Amount of Contract (Rs. In Lac) Duration of Contract
12.	Affidavit stating that the agency is / has not been black listed/debarred by Centre/ State Government / PSU (Attach Copy)/No levy of penalty. An affidavit duly sworn and ESI 01.04.2018 to the effect that there has been no violation in depositing EPF and ESI Contribution as per EPF and ESI Laws and issue of ESI cards in r/o staff deployed under contracts with various organizations in past three years.		
13.	Certified document in support of financial turnover of the agency above 5 Crore in each of financial year 2015-16, 2016-17 and 2017-18.		
14.	Customer's satisfaction certificates, issued by at least three organizations including at least two Central Govt./State Govt/PSU or any other Govt Establishment where vendor has provided services during the last five years, with specific mention that the company had paid all the statutory dues in times and issued ESI Cards to all the contractual staff, during entire contract period. This should be in r/o such contract where the bidders have supplied at least Twenty five of more number of manpower in a given year.		
15.	The Service Provider shall submit the information through affidavit duly sworn after 01.04.2018, of any legal or administrative proceedings initiated by the Contracting organization or ESIC or EPFO or any other Regulating Agency or Police, for any violation of Contract, EPS, ESI issue of ESI Cards to staff and bonus under payment of Bonus Act or any other Law during last 3 (Three) years.		
16.	Total value of Contracts executed for Govt. Deptts/PSUs/State Govt Deptt/Autonomous Bodies during last 03 financial years, so as to decide in case of tie.		
17.	Details of Earnest Money Deposited: DD.No..... Dated.....Amount: Rs.....Drawn Bank.....		

Date:
Place:

Signature of authorized person
Name:
Seal:

[Handwritten Signature]

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DECLARATION

1. I,
.....
.....Son/Daughter/wife of Shri..... proprietor/
Director, authorized signatory of the company / 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 tender at any stage besides liabilities towards prosecution under
appropriate law.

Date:
Place:



Signature of authorized person
Full Name:
Seal:

ANNEXURE- IIFINANCIAL BID

For providing manpower to perform skilled jobs in the office of the Pr. Chief Controller of Accounts,
ZAO, CBDT, concerned.

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. Rate quoted should not be less than the minimum wages as applicable in the Minimum Wages Act, 1948 applicable in NCT of Delhi & other relevant by Laws applicable (includes EPF,ESI and Bonus as per Payment of Bonus Act and other payments as per Laws applicable and all statutory liabilities, taxes, levies, cess etc.)
4. There should be only one price to decide the L-1 Vendor. However, the price should be arrived at after meeting the requirement of Minimum Wages Act of the State Government concerned.
5. 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 09:30 AM. to 06:00 PM. with a lunch break of 1/2 hour from 01:30PM to 02:00 PM 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.

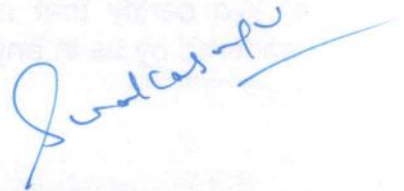
Signature of authorized person Full Name:

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. A breakup of the same may be enclosed as Annexure to Financial Bid.
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.



DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES
(Declaration should be mentioned on a stamp cost of Rs.100/-)

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 the agreement entered with the Authority or Govt. of India, State Govt. and any other public sector enterprises from time to time.

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.

c) 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.

d) 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.

e) We certify that no penalty has ever been imposed in respect of services rendered by us in any organization/Ministry/Department.

Signature;
Name & Designation with office Seal

