



GOVERNMENT OF INDIA  
INCOME TAX DEPARTMENT  
OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX, MADURAI,  
CENTRAL REVENUE BUILDINGS, VP RATHINASAMY NADAR ROAD,  
POST BIBIKULAM, MADURAI, MADURAI - 625002

C.No.1350(6)/CCIT/MDU/2018-19

Dated: 02-08-2018

**NOTICE INVITING TENDER FOR PROVIDING UNSKILLED WORKERS  
FOR DOOR ATTENDANCE DUTIES**

The O/o Chief Commissioner of Income Tax, Madurai invites sealed offers from reputed PARTIES engaged in the business of providing manpower services, for outsourcing services of unskilled workers for door attendance duties, on need basis for the period from 24-Aug-2018 to 24-Aug-2019. Tender forms along with terms and conditions can be obtained from Administrative Officer of this office on payment of Rs.500/- (Non-refundable) in the form of DD in favour of ZAO, CBDT, Madurai. Tender document can also be downloaded from the web site: [www.tninetax.gov.in](http://www.tninetax.gov.in) , [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) and CPPP Portal and the last date for receipt of filled in tender forms is 14-Aug-2018.

Sd/xxx  
(KJ Joseph)

Assistant Commissioner of Income Tax( Hqrs)  
O/o Chief Commissioner of Income Tax, Madurai



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## **TENDER DOCUMENT**

OUTSOURCING OF SERVICE OF  
UNSKILLED WORKERS FOR DOOR ATTENDANCE  
DUTIES AT THE  
OFFICE OF THE CHIEF COMMISSIONER OF  
INCOME TAX, MADURAI,  
CENTRAL REVENUE BUILDINGS,  
VP RATHINASAMY NADAR ROAD,  
POST BIBIKULAM, MADURAI - 625002



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**NOTICE INVITING TENDER FOR PROVIDING UNSKILLED WORKERS  
FOR DOOR ATTENDENCE DUTIES**

The O/o Chief Commissioner of Income Tax, Madurai invites sealed offers from reputed PARTIES engaged in the business of providing manpower services, for outsourcing services of Casual labours, approximately 10 No.s on need basis for the period from 24-Aug-2018 to 24-Aug-2019.

**I. TENDER PROCESS**

1. Tender is invited in two parts i.e. (1) **Qualifying bid** and (2) **Financial bid**. The tender form for Qualifying bid in proforma prescribed in Annexure-I and the tender form for the financial bid in proforma prescribed in Annexure-II complete in all respects shall be submitted in **two separate sealed covers** addressed to the Administrative Officer, O/o Chief Commissioner of Income Tax, Madurai, Central Buildings, VP Rathinasamy Nadar Road, Post Bibikulam, Madurai-625002, by **3:00 p.m. on 14-Aug-2018**. The sealed covers should be super scribed with "**Qualifying Bid - Contract for Providing Casual Workers**" and "**Financial Bid - Contract for Providing Unskilled Workers**" respectively. Qualifying Bids will be **opened on 14-Aug-2018 at 4:00 p.m.** in the presence of bidders at the O/o The PRO, O/o Chief Commissioner of Income Tax, Madurai, Central Buildings, VP Rathinasamy Nadar Road, Post Bibikulam, Madurai-625002. Incomplete bid documents shall be rejected. The valid qualifying bids shall be scrutinized by the Department to short list the eligible bidders. The financial bids of the short listed bidders will be opened later. Late submission of tenders shall not be accepted.

2. If the tenders are sent by post / courier, it should be ensured that the cover should be intact at the time of reaching destination without any damage or loss. Department is not responsible for the delay on account of Postal / Courier Services.

3. **Earnest Money Deposit of Rs.10,000/-** (Rupees Ten Thousand only) per application in the form of Demand Draft/Banker's cheque of scheduled Bank drawn in favour of **ZAO, CBDT, Madurai** shall accompany the qualifying bid. Qualifying bids without Earnest Money Deposit will be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished in Annexures - I & II are found to be incorrect or false during the tender selection process. **No interest shall be paid on the Earnest Money Deposit and EMD of selected bidder will be retained as performance guarantee during contract period.**

4. **Performance Guarantee:** The successful bidder has to submit Rs.10,000/- (Rupees Ten Thousand only) as performance guarantee deposit in the form of **Demand Draft / Banker's cheque of a schedule bank drawn in favour of "ZAO, CBDT, Madurai"** before awarding contract. The performance guarantee along with earnest money deposit shall be refunded to the selected bidder without any interest on the completion of contract period.

5. **The tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid.** The tenderer would fill up the information in the Annexure I & II enclosed at the end of this document in clear and legible terms. Wherever required the prices quoted shall be written in figures and words as well. Annexures shall also have to be signed and stamped by the bidder or its authorized signatory.

6. The tender forms shall be rejected if it is not complete in any aspect.

7. The tender documents are not transferable.

## **II. TERMS AND CONDITIONS**

### **1) Conditions to be satisfied in the qualifying bid:**

a) Bidder should have minimum three years of experience in providing man power services to various organizations.

- b) The Applicant Contractor should be in possession of requisite license from State government or other competent authorities for running an agency to provide manpower services.
- c) The rates quoted by the bidder for the basic pay as well as benefits such as PF, ESIC, etc. should be as per the prevalent Minimum Wages Act, 1948 and if in case, the vendor quotes less rates than that of minimum Wages Act, the bid of that vendor will be summarily rejected. The bidder must have ESI Registration, EPF Registration, registered before 01-Apr-2014. The bidder must also have Service Tax Registration.
- d) The antecedents of the personnel should have been got verified from the local Police Station, at the instance of the Contractor and a copy of such verification reports should be submitted within 15 days from date of contract.
- e) The Applicant contractor should have complied with all the legal provisions pertaining to his/its line of business. The Applicant contractor should have a reputed client list.
- f) The bidder must have obtained Permanent Account Number (PAN) under Income Tax Act, 1961. The evidence for filing of returns along with Income and Expenditure Account and Balance Sheet for past three financial years 2014-15, 2015-16 & 2016-17 (Assessment years 2015-16, 2016-17, & 2017-18) should be enclosed along with the qualifying bid.
- g) The bidder must have in receipt of gross contractual receipts of Rs.30 Lakhs and above during the financial year 2017-18. A statement showing list of clients along with evidence for contractual receipts should be enclosed along with the qualifying bid.
- h) The Income-tax department may discontinue the contract at any point of time, by giving a notice at least 30 days before the intended date of discontinuation, and will not be liable to any additional charges or compensation payable to the Agency or any other person.
- i) The Agency may discontinue the contract at any point of time, by giving a notice at least 60 days before the intended date for discontinuation. But it will lead to forfeiture of its Security deposit (EMD) submitted by it, in case of discontinuation

without a notice or a notice less than 60 days prior to the intended date of discontinuation. The Income- tax department will have the right to claim damages, and recover them from the payments due to the Agency or by any other means, in addition to forfeiting the amount of performance guarantee of the Agency.

j) The workers employed by the Agency will not be treated as the employees of the Income-tax department for any purpose whatsoever the Agency shall be required to enter into an agreement on a non - judicial stamp Paper of not less than Rs.500/- on receiving the intimation/letter of intent and to start the work within 3 days of the signing of Deed/Agreement.

k) Requests for Information:-Bidders are required to direct all communications related to this document through the designated Contact person ITO(PR), O/o CCIT, Madurai, All queries relating to the Bid, technical or otherwise, must be in writing only to the designated contact person. The Department will not answer any communication initiated by Respondents later than five business days prior to the due date of opening of the bids. If the Department, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then department reserves the right to communicate such response to all Respondents.

l) Tenure of the contract: Initially, this agreement shall remain in force for the period of 12 months w.e.f. **24.08.2018 to 24.08.2019**, with the provision of extending it for another year at administrative convenience on satisfactory performance of contract by the agency/vendor.

m) The O/o Chief Commissioner of Income Tax, Madurai does not bind itself to accept the lowest bid.

n) The O/o Chief Commissioner of Income Tax, Madurai may call for engagement of additional unskilled labours for door attendance duties at the quoted rates which is to be provided by the Contractor and in such cases the department shall bear the increase.

o) Arbitration: In the event of any dispute or differences arising as to the execution of the contract or as to the respective rights or liabilities of the parties

hereto or interpretation of any of clause thereof on any condition of agreement (except as to any matters the decision of which is specially provided for or the special conditions), the dispute shall be resolved in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the Rules there under and any statutory modifications thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings. The award of the arbitrator shall be final and binding on parties to the agreement.

2. **The scope of service includes the following:-**

- a) Attending the bell of the officers.
- b) Ensuring that sitting arrangement in the officer's room is hygienic and clean before the commencement of office hours.
- c) Ensuring that visitor's lounge/place is kept clean and in order before the commencement of office hours.
- d) Bringing and serving water, beverages and lunch to the officers and also to the visitors if so desired by the officers.
- e) Distribution of tapal in different offices .
- f) Operating and maintaining photocopier machine and preparing sets.
- g) Shifting of furnitures / cupboards / files within office premises when ever required.
- h) Any other work assigned.

3. The personnel employed shall work on all working days of the department except Sundays and National Holidays.

4. The working hours for person employed by the contractor shall be between 09.00 AM to 06.00 PM.

5. The contractor shall ensure that its personnel shall have identity cards, provided by the contractor which shall be worn in such a way that it is prominently displayed and visible so that any person can identify the individual representing the contractor.

6. The personnel shall attend to work punctually at the prefixed / determined timings and shall be well-behaved and mannered.

7. The personnel should be provided with two set of uniforms and they are to wear uniform attire daily without fail the cost of the uniform should be borne by the Contractor. The pattern of uniform should be decided by the O/o Chief Commissioner of Income Tax, Madurai.
8. The personnel shall perform all the duties assigned to the contractor and as specified by the respective HODs / AOs / Officers from time to time.
9. The contractor is responsible for payment of salary to the personnel employed.
10. The contractor shall ensure that the work undertaken by its personnel is carried out efficiently and to the satisfaction of HODs / Administrative Officers.
11. The contractor and the employees engaged by the contractor shall be subject to the entry and exit procedures of the Department as may be determined by the Department from time to time.
12. If in the opinion of this office, the contractor engages inadequate number of employees or does not execute the work in a satisfactory manner or in accordance with the terms and conditions of the contract, O/o Chief Commissioner of Income Tax, Madurai may get the work done through a third party contractor, without any written notice to the contractor, the cost of which shall be recovered from the contractor.
13. In the event O/o Chief Commissioner of Income Tax, Madurai deciding to renew this contract on the same terms as embodied or such other modified terms as it may think fit and proper, it shall communicate the decision to the contractor prior to the expiry of this agreement, in which events the parties to this agreement shall be governed by such documents for future or further transactions.
14. Close liaison shall be maintained with our officers-in-charge concerned for smooth and efficient performance of duties of the personnel.
15. The contractor shall indemnify and shall keep the O/o The Chief Commissioner of Income Tax, Madurai indemnified against acts or omission or negligence, dishonesty or misconduct of the unskilled workers engaged for the work and O/o The Chief



Commissioner of Income Tax, Madurai shall not be liable to pay for any damages or compensation to such person or to third party.

16. The personnel shall report to the Caretaker / Officer-in-Charge assigned by the O/o The Chief Commissioner of Income Tax, Madurai. An Attendance Register should be maintained and should be signed twice in a day. The Register should be shown to the Caretaker / Officer-in-Charge as and when required. No request for late attendance / early departure / change of duty shall be entertained by the O/o The Chief Commissioner of Income Tax, Madurai. Additional payment for extra day works will be allowed only when if the workers will come to office on holidays or when additional workers are demanded for deployment etc. by order and the due authentication of O/o The Chief Commissioner of Income Tax, Madurai. **The Contractor shall calculate the payment of workers on the basis of number of days worked in a month only.**

17. That the contractor shall arrange for the maintenance of all such registers and forms as are statutorily required and / or considered necessary for the efficient performance of this contract.

18. That it is clearly agreed and understood that all the persons provided / engaged by the contractor shall be the employees of the contractor and all disputes between the contractor and its personnel shall have no bearing on O/o The Chief Commissioner of Income Tax, Madurai. O/o The Chief Commissioner of Income Tax, Madurai shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employee / ex-employee of the contractor. **The Contractor is fully responsible for disciplined behaviour of its workers.**

19. All damages caused by the contractor or that of the contractor's employees or by any other personnel arising out of its employees' instructions shall be charged to the contractor and recovered from its dues / bills.

20. Failure by the contractor to comply with any statutory requirement and / or

21. The terms of the agreement during the period of contract shall result in termination of the contract and subsequent disqualification from participation in any future tender of the Department.

22. In case the contractor withdraws or O/o The Chief Commissioner of Income Tax, Madurai terminates the contract for violation of terms and conditions and/or deficiency in services during the period of contract, the additional expenses in hiring a new contract on temporary arrangement till the time of appointing a regular contractor through a similar tender process, shall be adjusted against payments to be made.

23. Notwithstanding anything contained herein, the Chief Commissioner of Income Tax, Madurai, reserves the right to terminate the contract without giving any notice or reason whatsoever.

**1. Rate and prices:**

The bidders shall quote their rates for personnel employed as “Rate per day per employee” (in both words and figures).

**2. Final Payment:** The contractor shall submit the bill for every month by the 7<sup>th</sup> day of next month along with the statement showing number of persons employed for number of days certified by the respective Administrative Officers. No interim bills will be entertained. Payment will be made through cheque within a month from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective Administrative Officer. The payment shall be made either by O/o The Chief Commissioner of Income Tax, Madurai or respective Drawing Disbursing Officer (DDO). The payment is subject to TDS applicable under the Income Tax Act, 1961.

**The tenderer should ensure that the following documents are part of the**

**Qualifying bid:**

- a) Annexure-I (duly filled-in) along with necessary enclosures.
- b) Rs.500/- Demand Draft / Banker’s Cheque drawn in favour of “ZAO, CBDT, Madurai ” towards the cost of Tender Document.
- c) EMD for Rs.10,000/- Demand Draft / Banker’s Cheque drawn in favour of “ O/o The Chief Commissioner of Income Tax, Madurai”.
- d) Tender Document (all pages signed & Stamped)

The Financial Bid:

a) Duly filled-in Annexure-II

Sd/xxx

(KJ Joseph)

Assistant Commissioner of Income Tax(Hqrs)

O/o CCIT, Madurai

Encl.:

1. Qualifying Bid Document (Annexure-I)
2. Financial Bid Document (Annexure-II)

## ANNEXURE - I

### QUALIFYING TECHNICAL BID DOCUMENT

1. Name of the party :
2. Address :  
(with Tel No., Fax No.)
3. Name & Address of the Proprietor / Partners / Directors :  
(with Mobile No.)
4. Contact Person(s) (with mobile number) :
5. No. of years of experience in providing Manpower Services :
6. List of clients along with evidence for gross contractaul receipts of Rs.30 lakhs and above in the Financial year 2017-18. :
7. Permanent Account Number (PAN) (The evidence for filing of IT returns along with Income and Expenditure Account & Balance Sheet for last three Assessment years to be enclosed). :
8. Details of ESI & EPF Registration along with evidence (Registered Before 01-Apr-2008). :
9. Details of Service Tax Registration along with evidence :

10. Details of EMD :

**DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge. I understand that in case any deviation is found in the above statement at any stage, I/ we will be blacklisted and will not be eligible to have any dealing with the Department in future.

(Signature of Authorized Signatory with date)

**ANNEXURE - II**

**FINANCIAL BID DOCUMENT**

1. Name of the Party :
2. Address  
(with Tel No., Fax No.) :
3. Name & Address of the Proprietor /  
Partners / Directors  
(with Mobile No.) :
4. Contact Person(s) (with mobile number) :

5. **RATES QUOTED** :

<u>Sr. No.</u>	<u>Description of payment</u>	<u>Unskilled Rate per month per person</u>
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- |    |  |   |
|----|--|---|
| a) | Wages per person including VDA as Central Government under the Minimum | per the Notification issued by Wages Act. (22 Days) |
| b) | Bonus @.....% of Sr. No.1  |   |
| c) | ESIC @.....% of Sr. No. 1  |   |
| d) | EPF @.....% of Sr. No. 1 or Rs.15,000/- whichever is lower.            |   |
| e) | CGST & SGST @ .....%   |   |
| f) | Total:   |   |
| g) | Agency Charges:  |   |
| h) | Grand total (per month):   |   |
| i) | Grand total (Per Year):  |   |
| j) | Number of workers:   |   |
| k) | Total YLY charges as on date :<br>( In words & figures)                |   |

Signature with Date:

Seal:

Name of the Firm/Agency:

Name and Signature of the  
Authorised Signatory

**DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge. I understand that in case any deviation is found in the above statement at any stage, I/ we will be blacklisted and will not be eligible to have any dealing with the Department in future.

(Signature of Authorized Signatory with date)