



आयकर अपीलीय अदालत INCOME TAX APPELLATE TRIBUNAL

Ministry of Law & Justice, D/o Legal Affairs
6th, 10th and 11th Floor, LokNayakBhawan, Khan Market, New Delhi-110003
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Dated: 07.10.2020

NOTICE INVITING QUOTATION

Sealed quotations are invited from reputed/registered Dealers/ Firms/ Companies/Agencies engaged in supply of manpower, having an annual minimum turnover in this field of Rs.50 lakhs in each of the previous three financial years and having past 03 years experience exclusively in providing the manpower services on Outsourcing basis to Government/Public Sector Undertakings, for providing of **11 Multi Tasking Staffs (unskilled, Matriculate)** in the Office of Income Tax Appellate Tribunal, Lok Nayak Bhawan, Khan Market, New Delhi for a period of one year from the date of award of contract, as per two-bid format (Technical & Financial) at **Annexure V & VI**.

The quotations must contain informations as per terms& conditions required by Income Tax Appellate Tribunal in **Annexure I, II, III& IV**.

The quotations must be submitted in sealed covers to the Assistant Registrar, Income Tax Appellate Tribunal, 6th Floor, LokNayakBhawan, Khan Market, New Delhi on or before 29.10.2020 (2:00 PM) on any working day between 09:30 AM to 05:00 PM. The bids will be opened on 29.10.2020 at 3:30 PM in the Chamber of the Vice-President, Income Tax Appellate Tribunal, 10th floor, Lok Nayak Bhawan, Khan Market, New Delhi.

Income Tax Appellate Tribunal reserves the right to cancel and/ or postpone the whole bid or reject any bid without assigning any reason.

Additional details can be downloaded from this office website www.itat.nic.in or eprocure.gov.in/epublish/app.

(BIKRAM DUTT)

ASSISTANT REGISTRAR
Income Tax Appellate Tribunal
Delhi Benches, 6th Floor,
LokNayakBhawan, New Delhi

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Nature of work for MTS

(A) Duties

- (v) The MTS would be attached with the Hon'ble Members/ Officers of this office.
- (vi) Rotation/movements of files, outdoor duties, dispatch riding work.
- (vii) General cleanliness and dusting of Rooms, Chambers, Court Rooms etc. Cleaning and washing of all Toilets, Sweeping, Washing and Mopping of floors, Sinks, Wash Basins and all other fittings, fixtures etc.
- (viii) Other work as and when assigned by the Controlling Authority.

(B) Qualification of MTS

MTS should have passed at least 10th standard with good health (age between 18 to 40 years) and should be able to read and write in Hindi & English both.

Annexure -II

Technical/Qualifying Requirement

- (i) The offers from the registered/authorized supplier/agencies/ firms, having turnover not less than Rs.50 lakhs per year during the last 03 financial years in the same trade, shall only be accepted. All the relevant authorization documents should be attached.
- (ii) The company/firm/vendor should have experience not less than 03 years in the Manpower supply on outsourcing basis. Necessary documents/credentials of the Tenderer should be submitted in support of the same including execution of the job in Govt.Sectors/reputed organizations/ institutions.
- (iii) The Tenderer must give details of no. of employees engaged with their firm/ company since last 03 financial years.
- (iv) Tenderer's quoted wages and service charges shall remain constant throughout the contract period.
- (v) Tenderers will quote their minimum wages not be less than the minimum wages fixed by the Govt. of NCT, Delhi. If the quoted wages will based on the Minimum wages fixed by the Govt. of NCT, Delhi, wages will increase/ decrease as per time to time notifications issued by the Govt. of NCT, Delhi.
- (vi) Bids, offering rates which are lower than the minimum wages (as prescribed for the Govt. of NCT of Delhi) for unskilled category, would be rejected.
- (vii) Service charges shall not be quoted less than Rs.1.
- (viii) Cutting/over-writing, if any, could be reason for disqualification of bid.
- (ix) Tenderer must be registered with ESIC & EPF authorities and the proof thereof must be provided.
- (x) Tenderer must provide copies of PAN/TAN no. and GST no.
- (xi) 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 ITAT, Delhi Benches. The Earnest Money Deposit submitted is liable to be forfeited forthwith.
- (xii) All the documents enclosed with the tender must be duly signed by the Authorized representative(s) of the firm with his/her name, designation and official seal.
- (xiii) The tender should be submitted in the format as per enclosed Performas (Annexure V and VI) and technical details should be provided with the tender document.

Documents are to be submitted with the Technical Bid

1. Proof of existence of Firm/ Company for the last 3 years viz copy of incorporation/commencement of business.
2. ESIC registration certificate alongwith challan of last 03 years.
3. EPF registration certificate alongwith challan of last 03 years.
4. GST registration certificate alongwith Annual Return filled with the appropriate authorities of last 03 years.
5. PAN/TAN no. alongwith Annual Returns filed before the appropriate authorities for last 03 years.
6. Bank statements of last 03 years.
7. Balance Sheet showing turnover of minimum 50 lakhs per annum for the last 3 years.
8. All Bidders shall deposit an EMD of Rs.50,000/- (Rupees Fifty Thousand only) by way of Demand Draft to be made in favour of 'Pay & Account officer, Deptt. Of Legal Affairs, New Delhi Bids without EMD will be summarily rejected.
9. Each Tenderer/agency is required to submit (with technical bid) an affidavit on an e-stamp paper of 100/- (duly notarized) and duly signed by the Tenderer with the following undertaking that:-
 - a) That the documents submitted by the agency are genuine and undisputable and in the event of it coming to notice at a later date that the documents are not genuine, company shall be liable for criminal action and such compensation payable to Department as may be decided by the Department.
 - b) That the Tenderer/agency has no dispute with any of the Govt. Deptts./Govt. institutions etc. regarding any tender/work supply of manpower etc.
 - c) That there is no complaint against the agency. The agency has not been black listed or punishments of any type of penalty has not been given by any of the Govt. Deptts./ Govt. Institutions etc.
 - d) That the agency will not sublet the work (if awarded to his/their company) and if done so; penalty shall be payable by his/their company to the Department as may be decided by the Department.

General Terms and Conditions:-

(1) The awarded Company/ Firm/ Agency shall ensure to furnish the following documents in respect of the persons, who will be deployed by it in this Department before the commencement of work :-

a) Bio-data of the person with photograph affixed, containing date of birth, marital status, address, educational and professional qualification, experience etc.

b) Character certificate from a Gazetted Officer of the Central / State Government as per prescribed form.

c) A copy of Police Verification Report of character & antecedents of person by local police authority.

(2) The contract will be made for the period of one year or till the post is filled up by the regular vacancy, whichever is earlier.

(3) The contract may be extended in view of satisfactory service during the year on the recommendation/approval of the Competent Authority on the same terms and conditions.

(4) The contract may be curtailed or terminated by this Department owing to deficiency of service, sub-standard quality of Personnels deployed, breach of contract, reduction or cessation of the requirements of work, insubordination and dereliction of duty after giving notice of one week.

(5) The working hours for unskilled workers will be General office hours with ½ hrs lunch time break. Although, the office is closed on Saturdays, the employees may be called for duty due to administrative exigencies on Saturdays also. The payment will be made on monthly basis after deducting the wages for absent period.

(6) The persons supplied by the awarded Company/ Firm/ Agency should not have any adverse Police records/criminal cases against them. The Character and Antecedents of each personnel will be got verified by the awarded Company/ Firm/ Agency before their deployment.

(7) The awarded Company/ Firm/ Agency's personnels shall not disclose any details of official operational process, technical know-how, unskilled worker's agreements and administrative/organizational matters as all are confidential and secret in nature.

(8) The awarded Company/ Firm/ Agency should have to provide Identity Cards to the deployed personnels.

(9) The awarded Company/ Firm/ Agency shall immediately provide a substitute in the event of 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 additional damages @ Rs. 100/- per day (per such case) from the awarded Company/ Firm/ Agency.

(10) In case of termination of this contract on its expiry or otherwise, the persons deployed by the awarded Company/ Firm/ 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 awarded Company/ Firm/ Agency.

(11) The awarded Company/ Firm/ Agency as well as this Department shall maintain the attendance/leave record/payment details of personnels. As per the tender quoted by the awarded Company/ Firm/ Agency for supply of unskilled workers undernoted amount shall be reimbursed by the Department to the awarded Company/ Firm/ Agency after deducting TDS as applicable.

(12) The awarded Company/ Firm/ Agency shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, Employees State Insurance Corporation and other labour laws etc. in respect of the persons deployed by it in this Department.

(13) The awarded Company/ Firm/ Agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department.

(14) The awarded Company/ Firm/ Agency shall maintain all statutory Registers under the applicable laws. The awarded Company/ Firm/ Agency shall produce the same, on demand, to the Department or any other authority under Law.

(15) The personnel, if not found working satisfactorily, must be replaced by the Service Provider immediately.

(16) The personnels should be punctual and not involve/ indulge in any discrepancy/ work.

(7)

(17) Payments shall be made only to the awarded Company/ Firm/ Agency on monthly basis as per actual services rendered. The awarded Company/ Firm/ Agency have to raise invoices (in triplicate) in the first week of the subsequent month according to the actual attendance of personnels during the preceding month. The wages shall be deducted for absence of the engaged personnels during the month.

Bill should be submitted as per proforma given below:-

Sr. No.	Description	Amount (Rs.)	No. of person	No. of Days	Total Monthly Amount (Rs.)
1.	Wages per day per person				
2.	ESI (%)				
3.	EPF(%)				
4.	Service Charges(%)				
Sub Total					
CGST (%) thereon					
SGST%					
IGST%					
Grand Total					

(18) The Minimum wages paid to the awarded Company/ Firm/ Agency will not be less than the amounts notified under the Minimum Wages Act. by the Competent Authority (Govt. of NCT/Delhi). Whenever the wages/statutory payments are enhanced or reduced by notification, the awarded Company/ Firm/ Agency shall bring the same to the notice of the Department. **If it is found that the awarded Company/ Firm/ Agency has paid wages to any skilled workers lower than the minimum wages notified by the Govt. of NCT/Delhi or the wages fixed under the award of the Contract then the Contract is liable to be terminated.**

(19) The awarded Company/ Firm/ Agency shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this Department shall not be liable for any damages or compensation to any personnel or third party.

(20) All damages caused by the engaged personnels to the property of the Department shall be recovered from the awarded Company/ Firm/ Agency.

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(21) Department will not involve in any dispute between the awarded Company/ Firm/ Agency and engaged personnels of the awarded Company/ Firm/ Agency.

(22) The engaged personnels should not indulge/ addicted in chewing pan, gutkha, khaini and other restricted items during the office hours.

(23) The awarded Company/ Firm/ Agency shall ensure that the manpower engaged in the Department conform to the eligibility conditions of age, language, education and any other qualification as specified in the contract.

(24) In the event of any dispute or difference between the Department and the awarded Company/ Firm/ Agency 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 President, ITAT, Mumbai and the language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award, which shall be final and binding on the parties, subject to the provisions of the Courts at New Delhi shall have exclusive jurisdiction.

(25) The personnels engaged by the awarded Company/ Firm/ Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/ confirmed employees of this Department 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 engaged personnels shall be look after by the awarded Company/ Firm/ Agency and the Department has no interference or liability of any nature in any manner whatsoever.

(26) Income Tax Appellate Tribunal, Delhi Benches reserves all the rights to terminate the contract at any time after giving a week's notice to the awarded Company/ Firm/ Agency.

ANNEXURE - V

TECHNICAL BID

1.	Name and complete address of the Tenderer.	
2.	Tele/Fax/E-mail/Mobile No. of the Tenderer.	
3.	Contact person's name & Mobile No.	
4.	Details of registered office alongwith contact person's name and Tele. No.	
5.	Legal status i.e. public/private limited/any other alongwith documentary evidence.	
6.	No. of years of experience in providing Manpower services.	
7.	Total No. of Personnals engaged with the firm	
8.	Annual Turnover for the last 03 years.	
9.	List of clients in Govt. sector/private sector with No. of personnals engaged alongwith letter of Award of Contract.	
10.	TIN No.	
11.	PAN /TAN No.	
12.	GST No.	
13.	ESIC Registration no.	
14.	EPF Registration no.	
15.	Bank Details alongwith IFSC, MICR, BSR codes.	

Date:

Name and Signature of Bidder with
Corporate Seal and Mobile No.

Note:-Tenderer must read all Terms & Conditions and Instructions before filling up the Bids.

FINANCIAL BID

1.	Name of Firm with address.			
2.	Tele/Fax/E-mail/Mobile No. of the Tenderer.			
3.	Name of proprietor/partners/directors & Mobile No.			
4.	Estimated amount to be made per person per month:-			
Sr. No.	Description	Amount (Rs.)	No. of days	Total Monthly Amount (Rs.)
i.	Wages per day per person			
ii.	ESI (%)			
iii.	EPF (%)			
iv.	Service Charges(%)			
			Sub Total	
			CGST%	
			SGST%	
			IGST%	
			Grand Total	

Date:

Name and Signature of Bidder with
Corporate Seal and Mobile No.

Check list

Sr.No.	Name of the Documents must be attested by a Gazetted officer	Status (whether attached or not) with proper paging.
1.	Copy of Bank Statement for the last 03 years	
2.	Copy of PAN Card/TAN No.	
3.	Copy of GST registration certificate and Return for the last 03 years	
4.	Copy of ESIC certificate with challan for the last 03 years.	
5.	Copy of EPF certificate with challan for the last 03 years	
6.	Copy of ITRs for the last 03 years	
7.	No. of personnels engaged with the Tenderer and List of clients in Govt. sector/private sector with No. of personnels engaged alongwith letter of Award of Contract.	
8.	EMD of Rs.50,000/- by way of Demand Draft to be made in favour of 'Pay & Accounts Officer, Deptt. Of Legal Affairs, New Delhi'	
9.	Affidavit on a non judicial stamp of Rs.100/- duly notarized with required undertakings as per instructions appended in ANNEXURE-III .	