

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-08-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-08-2026 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Department Of Revenue
संगठन का नाम/Organisation Name	Central Board Of Direct Taxes (cbdt)
कार्यालय का नाम/Office Name	R No 347 E2 Jhandewalan Extn New Delhi 110055
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :addl.citcr2@gov.in Buyer Email id: os.central1@gov.in
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Skilled; Graduate; Admin , Manpower Outsourcing Services - Minimum wage - Semi-skilled; High School; Admin
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	300 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
-------------------	----

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for

each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:The Bidder should have executed at least 05 No. projects with contract value not less than 1 CRORE (Rs) yy for eachcontract of providing manpower services to Central/ State Govt Dept/ PSU In last 5 FY

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:The Bidder should have executed at least 5 No. projects with supply of 30 no. of manpower in each contract of providing manpower services to Central/ State Govt Dept/ Public Sector Undertakings/ Autonomous Bodies in last 05 F.Y.

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:[1785320509.pdf](https://www.mca.gov.in/MinistryPages/wagesact.aspx)

Scope of work & Job description:[1785320726.pdf](https://www.mca.gov.in/MinistryPages/wagesact.aspx)

Manpower Outsourcing Services - Minimum Wage - Skilled; Graduate; Admin (19)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	Graduate
Type of Function	Admin
List of Profiles	Data Entry Operator
Specialization	Commerce , Economics , Arts , Science , Social
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Delhi
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	0
Title for Optional Allowances 3	0
Title for Optional Allowances 2	0
Designation	DATA ENTRY OPERATOR

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Neetesh Kumar	110055,ROOM NO. 347, E-2, ARA CENTRE, JHANDEWALAN EXTN., NEW DELHI	19	- Minimum daily wage (INR) exclusive of GST : 937 - Bonus (INR per day) : 0 - EDLI (INR per day) : 2.88 - EPF Admin Charge (INR per day) : 2.88 - Optional Allowances 1 (INR per day) : 0 - Optional Allowances 2 (INR per day) : 0 - Optional Allowances 3 (INR per day) : 0 - Estimated Number of Overtime Hours per Resource per Month : 0 - Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 - ESI (INR per day) : 0 - Provident Fund (INR per day) : 69.23 - Number of working days in a month : 26 - Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; High School; Admin (22)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Semi-skilled
Educational Qualification	High School
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Delhi
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	0
Title for Optional Allowances 3	0
Title for Optional Allowances 2	0
Designation	MULTI TASKING STAFF

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Neetesh Kumar	110055,ROOM NO. 347, E-2, ARA CENTRE, JHANDEWALAN EXTN., NEW DELHI	22	• Minimum daily wage (INR) exclusive of GST : 784 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.88 • EPF Admin Charge (INR per day) : 2.88 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 25.48 • Provident Fund (INR per day) : 69.23 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

All the bidder has to mandatorily upload site visit certificate duly signed by the DDO/Administrative Officer -III, O/o the Pr. CIT (Central-1), New Delhi. The bidder has to visit the office of DDO/Administrative Officer -III, O/o the Pr. CIT (Central-1), New Delhi. in room no. 300, E-2, ARA Centre, Jhandewalan Extn., New Delhi from 11:30 A.M. to 4:30 P.M on 03.08.2026 to 05.08.2026. Failure to provide requisite site visit certificate will result in technical disqualification.

5. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

Technical Eligibility Certificates to be furnish: -

S. N o.	Registered office's location	Delhi only
1.	ISO 9001 Certification on Delhi/NCR address	Certificate Required
2.	PF, ESI & Delhi Gov. Labour Dept. (Category: Manpower) registration	Certificate Required
3.	Audit Report (44AB) for Last 3 F.Y. i.e., 2023-24, 2024-25 & 2025-26	Certificate Required
4.	Escalation Matrix & Service Support Numbers	Certificate Required
5.	Bid Security Declaration as per GFR Rule No.-170(iii)	Certificate Required
6.	GST, PAN, Incorporation Certificate	Certificate Required
7.	Undertaking-Non-Blacklisting by any Central/State Gov. Dept./PSU on E-Stamp paper of Rs.100/-	Certificate Required
8.	Declaration regarding insolvency/ liquidation/ bankruptcy proceedings for last five year	Certificate Required
9.	Undertaking-Company won't charge any fee in lieu of employment from any manpower supplied by them on E-stamp paper of Rs.100/-	Certificate Required

10.	Annual turnover during last 3 FYs i.e., 2023-24, 2024-25 & 2025-26	3 Crores
11.	Total Experience of similar work in Centre/State Gov./PSUs and/or preferably having Work Experience with Income Tax Department for providing contractual DEOs and MTS for contract value not less than of Rs. 1 crore	5 Years
12.	Contract awarded in Last 5 FYs awarded through GeM Portal	Total 12 work order
13.	Latest Police verification certificate	last 06 Month
14.	Technical Bid Open on	19.08.2026
15.	Financial Bid will be open on completion of documents checking of Bidder for Technical Bid	

1. PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer with all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

2. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. Dedicated /toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

4. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

5. NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

6. Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

7. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50 percent of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

8. General:

i) The service provider shall abide by the details furnished by it at 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 renderer liable for legal action besides the termination / cancellation of contract, legal action for damages at the sole discretion of the O/o Pr. CIT (Central)-01, New Delhi and in such eventuality, the Earnest Money Deposit shall be liable to be forfeited.

ii) The service provider 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.

iii) The Office of O/o Pr. CIT (Central)-01, New Delhi, reserves the right to terminate the Contract at any stage or even on the completion of the tender process due to administrative reasons.

iv) The Office of O/o Pr. CIT (Central)-01, New Delhi shall ensure that the manpower provided by the Service Provider in the office of the O/o Pr. CIT (Central)-01, New Delhi meets the eligibility criteria of age, educational qualification and any other qualification as specified in the contract.

v) The service provider has to give the name, address etc. of the persons to be engaged prior to their deployment and they will also be subjected to test at the work place to ascertain the work proficiency. If the workers are not found proficient, the service provider has to change them. In addition to above, the service provider shall furnish the following documents in r/o the persons who will be deployed by it in the O/o Pr. CIT(Central)-01, New Delhi before the commencement of

Work:-

- a. List of persons shortlisted by Company/Firm/Agency for deployment.
- b. Bio-data of the person with photograph affixed.
- c. Certificate of verification of antecedents of persons by local police authority.

vi) In case, the person employed by the service provider performs any act of omission/commission that amount 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 this Office immediately after being brought to their notice.

vii) 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 this Office.

viii) 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 working hours/ being on duty to maintain discipline and office decorum.

ix) The office of O/o Pr. CIT (Central)-01, New Delhi shall be fully competent and empowered to remove any undisciplined personnel/staff from its premises if his/her behavior is not up to the mark.

x) The service provider shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the Company/Firm/Agency in providing a substitute beyond vivo working days shall attract liquidated damages @ Rs. 200 per day (per such case) on the service providing Company/Firm/Agency, besides deduction in payment on pro-rata basis.

xi) It will be the responsibility of the service providing Company/ Firm/ Agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it in this Office and this Office will have no Liabilities in this regard.

xii) For all intents and purposes, the service providing Company/ Firm/ Agency shall be the "Employer" within the meaning of different Labor Legislations in respect of workers so employed and deployed in this Office.

xiii) The service provider 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.

xiv) The persons deployed by the service provider shall not be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/ confirmed employees of this Office during the period of contract or after expiry of the contract. That any issue of pay, perks, statutory obligations, welfare schemes or monetary benefits/internal arrangements of the employees, shall be solely looked after by the Service Provider.

xv) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service provider shall not be entitled to and will have no absorption nor for any relaxation for absorption in the regular 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 his Office and the individuals/work force provided by the Service Provider/Contracting Agency.

xvi) Failure by the contract or 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.

(xvii) The bid of only those bidders will be entertained who will submit their bid with duly filled and signed **Annexure 'A'** on letter head with counter signature of the DDO, O/o Pr. CIT (Central)-01, New Delhi. (Annexure 'A' enclosed)

9. Scope of work Data Entry Operators(DEO'S)

i) The workers deployed by the service provider shall be required to work as per the Office's working timings i.e. from Monday to Saturday from 9:30AM to 6:00pm with a lunch break of half an hour from 1:30 PM to 2:00 PM. However, due to urgencies of work, the deployed workers may be required to work on Sundays, Gazetted Holidays and beyond normal office hours on working days.

ii) The persons deployed shall be required to report for work at 9:30AM to the offices/officers they are posted with, in proper office attire and would leave at 6:00PM.

iii) The antecedents of the workers should be duly verified by the service provider from the local police authorities and the service provider has to certify the moral good character and no police record for each of the persons. Each worker required to be a citizen of India and to be stationed/ resident of Delhi or NCR only.

iv) The required educational qualification and job description of the workers is as under:

For Skilled worker-Computer Operator/Data Entry Operators (DEOs):-

- a) Graduate in any discipline.
- b) Typing speed of 40 words per minute in English and Hindi.
- c) Conversant with Windows, MS office, Excel etc.
- d) Assisting the office/officer in generating reports and office work including typing on Computers.
- e) Assisting the office staff in maintenance of files and records.
- f) Priority will be given to DEOs who have minimum Three-Year Experience to work in Income Tax Department

b) Scope of work For Semi-Skilled(MTS)

i) The workers deployed by the service provider shall be required to work as per the Office's working timings i.e. from Monday to Saturday from 9:30AM to 6:00pm with a lunch break of half an hour from 1:30 PM to 2:00 PM. However, due to urgencies of work, the deployed workers may be required to work on Sundays, Gazetted Holidays and beyond normal office hours on working days.

ii) The persons deployed shall be required to report for work at 9:30 AM to the office/s/officers they are posted with, in proper office attire and would leave at 6:00 PM.

iii) The antecedents of the workers should be duly verified by the service provider from the local police authorities and the service provider has to certify the moral good character and no police record for each of the persons. Each worker required to be a citizen of India and to be stationed/ resident of Delhi or NCR only.

ii) The required educational qualification and job description of the workers is as under:

-

For Semi-skilled worker-Multi Tasking Staff (MTS)

- a. Higher Secondary.
- b. Sweeping/moping, room cleaning and up-keep, cleaning of public utility places or any duty/work as assigned to them.

c) Fraud and Corrupt Practices:

i) The applicant and the irrespective officers, employees, agents and advisers shall ob

serve the highest standard of ethics during the Bidding Process. Not with standing anything to the contrary contained herein, this 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) here in above, if an applicant is found by this 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 01 (one) year from the date such Applicant is found by this 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 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 Processor

ii) Save and except as permitted, 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 Letter of Authorization 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

1. 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

2. 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.

d) Legal:-

i. The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Employees State Insurance, Employees Provident Fund 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 Pr. CIT(Central)-1, New Delhi 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 Service Provider 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 a certificate to this effect shall be provided to the Service Provider by this Office.

v. In case, the service provider fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof this Office is put to any loss/obligation, monetary or otherwise, this Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Deposit of the Agency, to the extent of the loss or obligation in monetary terms.

vi. Employer Status:- The agency is the "Employer" for all legal purposes; personnel have no master-servant relationship with the Department and cannot claim regularization. However the Department will have a final say regarding the continuance or replacement of the deployed personnel.

e) Financial:-

i) Payment of salaries & wages: Service Provider is required to pay salaries/wages of contractual staff deployed at buyer location first i.e. on their own and then claim payment from buyer (Department) along with all statutory documents like PF, ESIC, GSTR-1 & GSTR-3 etc. as well as the bank statement of payment done to staff. The payment shall be made to the Service Provider on monthly basis as per actual services rendered subject to the availability of fund/budget in the concern account head. The service provider has to pay and manage the salary for at least three months on their own without waiting for the payment from the buyer's side.

ii) The Service Provider has to raise invoice in the first week of the next month for the services rendered in the month, in triplicate, along with attendance sheet and evidence of payment of statutory dues of the workers in their respective accounts for the month. The minimum wages rates must be as per latest/ revised order notified by the Labour Department of GNCT, Delhi and should be remitted directly into workers' bank accounts latest by 7th day of every month.

iii) In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Company/ Firm/ Agency will be liable to be forfeited by this Office besides annulment of the contract.

iv) Financial bids quoting below than 3.85% as service charge shall be rejected summarily. {Kind Attention, No.F.6/1/2023-PPD dated 06th Jan 2023 issued by Ministry of Finance}. The applicants shall quote the rates in the Financial Bid in INR (inclusive GST). In case of *tie or more than one L1 bidders* in financial bid, the preference would be given as per the weightage which will be calculated on the basis of maximum number of work orders/contracts received from Income Tax Department, Delhi.

v) An e-performance bank guarantee (security deposit amount)@5% of the tendered value of contract have to be submit by the successful bidder within 15 (fifteen) days after awarding the contract. The E-Performance Bank Guarantee will be refunded to the service provider on successful completion of contract period without interest after deducting liabilities, if any. The validity of e-performance bank guarantee must be 2 years from the date of award of contract.

vi) 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 by the Office of the O/o Pr. CIT (Central)-01, New Delhi.

vii) Competent Authorities serves the right to terminate the tender/bid or to withdraw/relax any of the terms and conditions mentioned above. The decision of Competent Authority will be final in this regard and no further correspondence will be entertained in this matter.

viii) The rate of contribution for EPF, EDLI, EPF Admin charges, ESI, Minimum wages are as under:-

For Skilled Workers:-

S. No	Particulars	Rate of Contribution/Day	Contribution/Month
1	Minimum Daily Wages (Excl. GST)	Rs.937	Rs.24362
2	Provident Fund	Rs.69.23	Rs.1800 (12% of 15000)
3	EDLI	Rs.2.88	Rs.75 (0.5% of 15000)
4	EPF Admin Charges	Rs.2.88	Rs.75 (0.5% of 15000)
5	ESI	-	-

For Semi-Skilled Workers:-

S. No.	Particulars	Rate of Contribution /Day	Contribution/Month
--------	-------------	---------------------------	--------------------

1	Minimum Daily Wages (Excl. GST)	Rs.784	Rs.20384
2	Provident Fund	Rs.69.23	Rs.1800 (12% of 15000)
3	EDLI	Rs.2.88	Rs.75 (0.5% of 15000)
4	EPF Admin Charges	Rs.2.88	Rs.75 (0.5% of 15000)
5	ESI	Rs.25.48	Rs.662.48(3.25% of 20384)

6. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

7. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

8. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

9. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

ZAO, CBDT NEW DELHI
payable at
300000

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of

Single Bid / Proprietary Article Certificate (PAC) Buying.

3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is

contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---