

OFFICE OF THE Pr. COMMISSIONER OF INCOME TAX ReFAC(AU)-I,
AAYAKAR BHAWAN, MAQBOOL ROAD, AMRITSAR
PH.NO. 0183-2506367, FAX NO. 0183-2506376

F.NO. Pr. CIT, ReFAC(AU)-I/ASR/2021-22/143

DATED :- 20.07.2021
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TENDER NOTICE FOR OUTSOURCING

Sealed Tenders are invited from reputed agencies/firms for outsourcing of 22 and above skilled & 20 and above unskilled workers for a period of one year from date of signing the contract for working in the office of the Pr. Commissioner of Income Tax, ReFAC(AU)-I, Amritsar and offices under the administrative control of O/o the Pr Commissioner of Income Tax, ReFAC(AU)-I, Amritsar for another one year subject to satisfactory quality of services provided and at the discretion, of competent Authority i.e. Pr.CIT, ReFAC(AU)-I, Amritsar.

2. The bid document along with terms and conditions can be obtained from the O/o Jt. Commissioner of Income Tax, ReFAC(AU)-I, Aayakar Bhawan, Maqbool Road, Amritsar from 26.07.2021 to 30.07.2021 between 11.00 am to 5:00 pm on all working days on payment of Rs. 500/- towards the cost of bid documents, through demand draft drawn in favour of "Drawing & Disbursing Officer O/o the Pr.CIT, ReFAC(AU)-I, Amritsar" payable at Amritsar.

3. Sealed bids along with the Earnest Money Deposit (EMD) of Rs. 15000/- through demand draft favouring "Drawing & Disbursing Officer O/o The Pr. Commissioner of Income Tax, ReFAC(AU)-I, Amritsar" payable at Amritsar should be submitted in the office of Pr. Commissioner of Income Tax, ReFAC(AU)-I, Aayakar Bhawan, Maqbool Road, Amritsar or sent by Registered post at the address given above so as to reach latest by **06.08.2021 up to 17.00 hours**. The bids will be opened at **11.30 hrs on 10.08.2021** in the chamber of the chairperson of tender Committee i.e. Joint Commissioner of Income Tax ReFAC(AU)-I(3), Amritsar, Room No. 17, Aayakar Bhawan, Maqbool Road, Amritsar.

4. The Complete bidding document is also available for viewing and downloading at CPC Portal www.incometaxindia.gov.in. In case the bid documents is downloaded from the website, the cost of Rs. 500/- shall be deposited along with the bid application in the form of separate draft as per details given above. Draft of Rs. 500/- toward cost of tender form if downloaded from website must be submitted in a separate envelope which is to be kept outside the main envelope containing Technical and Financial Bid and failure to do so will render the bid rejected on the presumption that Tender Form Fee has not paid. On the top of the envelope containing draft "Draft towards cost of Tender Form for providing security services in the O/o Pr. CIT, ReFAC(AU)-I, Amritsar" should be written .

5. If number of participants is less than three, at the discretion of the competent authority tender may be scrapped.


(RATINDER KAUR)
Joint Commissioner of Income Tax,
ReFAC(AU)-I(3) & I(4),
Amritsar

GOVERNMENT OF INDIA, MINISTRY OF FINANCE
OFFICE OF THE Pr. COMMISSIONER OF INCOME TAX-ReFAC(AU)-1,
AAYAKAR BHAWAN, MAQBOOL ROAD,
AMRITSAR-143001

F.No. Pr. CIT, ReFAC(AU)-1/ASR/2021-22/ 143

DATE: 20.07.2021

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Tender Enquiry

To

M/s _____

INVITATION OF QUOTATION FOR HIRING OF SKILLED & UNSKILLED
WORKERS FOR DEPLOYMENT IN THE OFFICE OF THE Pr. COMMISSIONER OF
INCOME TAX- ReFAC(AU)-I, AAYAKAR BHAWAN, MAQBOOL ROAD, AMRITSAR.

PLACE

1. Sealed Tenders are invited under limited tender system for hiring of **22 and above skilled & 20 and above unskilled workers** for a period of one year from date of signing the contract extendable for another one year subject to quality of services provided and at the discretion of the Competent Authority i.e. Pr.CIT ReFAC(AU)-I, Amritsar for working in the offices under the administrative control of Pr. CIT ReFAC(AU)-I. The address and contact numbers for sending Bids or seeking clarification regarding this Request For Proposal (herein after mentioned as RFP) are given below –
 - a. Bids/queries to be addressed to: **Joint Commissioner of Income Tax, ReFAC(AU)- 1(3) at Amritsar.**
 - b. Postal address for sending the Bids: **Joint Commissioner of Income Tax, ReFAC(AU)-1(3), Aaykar Bhawan, Maqbool Road, Amritsar, Pin-143001**
 - c. Designation of the contact personnel: **Assistant Commissioner of Income Tax, ReFAC(AU)-1(3)(1), Amritsar.**
 - d. Phone number: **0183-2820392**
2. This Bid document is divided into five Parts as follows:
 - a. **Part I** - Contains General Information and Instructions for the Bidders about the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - b. **Part II** - Contains essential details of Scope of Contract, Terms & Conditions Consignee details etc.

- c. **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- d. **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- e. **Part V** – Contains Evaluation Criteria and Format for Price Bids.
3. Each page of this tender enquiry is to be signed by the tenderer and following certificate given in the offer letter:

“I/WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITIONS GIVEN IN TENDER NO. Pr. CIT ReFAC(AU)-1/ASR/ESTT./2021-22/_____ dated 20.07.2021 ARE ACCEPTED BY ME/US ON BEHALF OF MY/OUR FIRM”

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4. This bid document is being issued with no financial commitment and the Pr. CIT, ReFAC(AU)-1, Amritsar reserves the right to change or vary any part thereof at any stage. The Pr. CIT-ReFAC(AU)-1, Amritsar also reserves the right to withdraw the RFP, should it becomes necessary at any stage.

Yours faithfully,



(RATINDER KAUR)
Joint Commissioner of Income Tax,
ReFAC(AU)-1(3) & 1(4), Amritsar

Part I – General Information

1. Last date and time for depositing the Bids: 05th August, 2021(17.00 hrs)

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Sealed Bids along with the Earnest Money Deposit (EMD) of Rs. 15000/- through demand draft in favour of “Drawing & Disbursing Officer office of the Pr. Commissioner of Income Tax- ReFAC(AU)-1, Amritsar should be either submitted or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. Time and date for opening of Bids: 10th August, 2021(11.30 hrs)

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Jt. CIT-ReFAC(AU)-1(3), Amritsar.)

4. Address to submit tenders: O/o Joint Commissioner of Income Tax, ReFAC(AU)-1(3), Aayakar Bhawan, Maqbool Road, Amritsar.

5. Place of opening of the Bids: Chamber of the Chairperson of Tender Committee i.e. Joint Commissioner of Income Tax, ReFAC(AU)-1(3), Room No.17, Aayakar Bhawan, Maqbool Road, Amritsar.

6. Forwarding of Bids : Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like GST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office.

7. Clarification regarding contents of the Bid Document: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Jt. CIT-ReFAC(AU)-1(3), Amritsar in writing the clarifications sought not later than 05(five) days prior to the date of opening of the Bids. Copies of the query and clarification by the hirer will be sent to all prospective bidders who have received the bidding documents.

8. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Jt.CIT ReFAC(AU)-1(3), Amritsar prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the hirer(department) not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

9. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Jt. CIT ReFAC(AU)-1(3), Amritsar may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of

the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

10. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.

11. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of services as mentioned in this RFP.

12. Validity of Bids: The Bids should remain valid for at least **120 days** from the last date submission of the Bids.

Part II- Essential Details of Services required

1. **Schedule of Requirements** – An affidavit (*on the stamp paper of Rs. 100/-*) is required to be submitted by the successful bidder at the time of award of contract regarding the fact that the persons employed by the contractor shall be the employees of the bidder for all intents and purposes and, in no case employer-employee relationship between the said persons and the Pr. CIT ReFAC(AU)-I, Amritsar shall accrue implicitly or explicitly and the bidder shall solely be responsible for providing all the statutory benefits (as per relevant laws) e.g. P.F., ESI, Bonus, Gratuity, Leave etc. to eligible Staff employed by it. The affidavit should also contain a declaration that bidder shall make payment of compensation under the Workmen's Compensation Act, 1923 or any other applicable Acts or Enactments in case of injury or death of any of its workers will be paid by the bidder. The affidavit should also contain a declaration that the bidder shall take care of all other statutory liabilities as well in the most sincere manner and shall solely be responsible for the same.

The financial bids will clearly mention the total amount to be paid per day and such amount should not be less than Rs.629/-per day for skilled worker and Rs.428/- per day for unskilled worker. The bid quoting less than the said amount will be rejected.

2. Technical Details:

A. Qualification requirements for **skilled workers** are as follows:-

- a. Should be at least graduate in any discipline.
- b. Should be well conversant with English and Hindi Language.
- c. Should have minimum speed of typing at 40 words per minute.
- d. The personnel should possess knowledge of software such as MS word, MS Excel, MS power point etc, web base networking and hardware of computer.
- e. Any other related work to be assigned by administrative authorities

Selection of candidates:- On award of Contract, the candidates would be selected by carrying out a typing test. The successful bidder would be required to make arrangements for at least double the number of candidates proposed to be hired under the contract for the selection. The final decision for acceptance of candidate will be by Pr. CIT, ReFAC(AU)-I Amritsar. Further, if at any time during the contract period, the performance of the selected candidate is found to be unsatisfactory, the successful bidder would be required to replace the candidate within 5 working days from the date of intimation.

B. The nature of duties of **unskilled** workers are given below:

Peons (Desired educational qualification-10th)

- a. Attending the bell of the officers.
- b. Ensuring that sitting arrangement in the officers' room is hygienic and clean before the commencement of office hours.
- c. Ensuring the 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 visitors if so desired by the officers.
- e. Carrying files and dak etc. to the officer/ official concerned in the office as well as in the officers/officials residence.
- f. Going on tour with the officers.
- g. Distribution of dak in different offices etc.
- h. Any other related work to be assigned by administrative authorities

Sweeper (No Qualification)

- a. Cleaning office rooms/bathrooms, building etc. before commencement of office hours and during office hours.

Selection of Candidates. On award of Contract, the successful bidder would be required to make arrangements for at least double the number of candidates proposed to be hired under this Contract for the selection. The final decision for acceptance of candidates will be by Pr. CIT- **ReFAC(AU)-1**, Amritsar. Further, if at any time during the Contract period, the performance of the selected candidate is found to be unsatisfactory, the successful bidder would be required to replace the candidate within 5 working days from the date of intimation.

3.Delivery Period of the Contractual workers -The successful bidder shall provide the workers as follows:-

- (a) Candidates for selection within 05 days of signing of contract.
 - (b) Obtain police verification for the selected candidates and position them in the offices as decided by Pr. CIT, ReFAC(AU)-1, Amritsar within 15 days of intimation of Selection of Candidates.
 - (c) Provide replacement for selected candidate within 5 working days.
- The decision of the Pr. CIT, ReFAC(AU)-1, Amritsar or an officer nominated by him/her will be final for replacement of the candidates.

4. Workers should report to the office-in-charge assigned by the office of the Pr.CIT- ReFAC(AU)-1, Amritsar on all working days. The working hours will be 09:30 AM to 06:00 PM daily with ½ hour lunch break from 1:30 PM to 2:00 PM. If required and work warrants, the workers may have to work on holidays/ Saturday/ Sunday or beyond normal working hours.

5. (a) The registered office of the agency should be located within Amritsar. Necessary proof in this regard should be enclosed.

(b) Legal constitution/status of the tender participant must be evidenced by enclosed copy of self-attested PAN card and copy of IT return filed by the participant for last three years.

(c) The agency should have a minimum annual turnover of Rs.30 lacs each year during last three A.Ys i.e. 2018-19, 2019-20 and 2020-21 a copy of turnover statement duly certified by the Authorized Chartered Accountant along with ITR must be enclosed with the tender document.

(d) Self Certificate that the bidder has not been black listed by any Central Government Department/Ministries/PSU's/Bank etc. should be enclosed. An affidavit to this effect must be furnished with the technical bid on stamp paper of Rs.10/-.

Part III – Standard Conditions

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the request of Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Service provider in the Contract) as selected by the Pr. CIT-ReFAC(AU)-I, Amritsar. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or in relation to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.
4. **Penalty for use of Undue influence:** The Service provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Pr. CIT-ReFAC(AU)-I, Amritsar or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Service provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service provider) or the commission of any offers by the Service provider or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Pr. CIT-ReFAC(AU)-I, Amritsar to cancel the contract and all or any other contracts with the Service provider and recover from the Service provider the amount of any loss arising from such cancellation. A decision of the Pr. CIT-ReFAC(AU)-I, Amritsar or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service provider towards any officer/employee of the Pr. CIT-ReFAC(AU)-I, Amritsar or to any other person in a position to influence any officer/employee of the Pr. CIT-ReFAC(AU)-I, Amritsar for showing any favor in relation to this or any other contract, shall render the Service provider to such liability/penalty as the Pr. CIT, ReFAC(AU)-I, Amritsar may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Pr. CIT-ReFAC(AU)-I, Amritsar.

5. **Agents/Agency Commission:** The Service provider confirms and declares to Pr. CIT, ReFAC(AU)-I, Amritsar that the Service provider is the Original owner of the agency referred to in this Contract and has neither engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Service provider, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Service provider agrees that if it is established at any time to the satisfaction of the Pr. CIT, ReFAC(AU)-I, Amritsar that the present declaration is in any way incorrect or if at a later stage it is discovered by the Pr. CIT, ReFAC(AU)-I, Amritsar that the Service Provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Service provider will be liable to refund that amount to the Pr. CIT, ReFAC(AU)-I, Amritsar. The Service provider will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Pr. CIT, ReFAC(AU)-I, Amritsar will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Service provider who shall in such an event be liable to refund all payments made by the Pr. CIT, ReFAC(AU)-I, Amritsar in terms of the Contract along with interest at the rate of 2% per annum. The Pr. CIT, ReFAC(AU)-I, Amritsar will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Pr. CIT, ReFAC(AU)-I, Amritsar that the Service provider has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Service provider, on a specific request of the Pr. CIT, ReFAC(AU)-I, Amritsar, shall provide necessary information inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Pr. CIT, ReFAC(AU)-I, Amritsar, the Service provider or other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Service provider's failure to submit the Bonds, Guarantees and Documents, supply services and conduct trials, training, etc. as specified in this contract, the Pr. CIT, ReFAC(AU)-I, Amritsar may, at his discretion, withhold any payment until the completion of the contract. The Pr. CIT, ReFAC(AU)-I, Amritsar may also deduct from the Service Provider as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. **Termination of Contract:** The Pr. CIT, ReFAC(AU)-I, Amritsar shall have the right to terminate this contract in part or in full at any time without assigning any reasons after giving a notice of one month prior to termination of contract. Service provider has to ensure that the workers shall not use the information/data provided to them or handled by them in any unauthorized manner. If any instance of such unauthorized use comes to the notice of the O/o Pr. CIT, ReFAC(AU)-I, Amritsar, the agency shall be liable for damages. Also any instance of

inappropriate behavior by any workers or any interference by them in the official functioning shall be viewed very seriously and may even lead to termination of the contract, if need be.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English/Hindi language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The Service provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

13. **Taxes and Duties:** Details of taxes & levies included in the quoted offer should be indicated separately for information.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Service provider in the Contract) as selected by the Pr. CIT, ReFAC(AU)-1, Amritsar. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Option Clause:** This contract has an Option Clause, wherein the Pr. CIT, ReFAC(AU)-1, Amritsar can exercise an option to procure an additional 100% of hired **skilled/ unskilled Workers** in accordance with the same terms & Conditions of the present contract. It will be entirely the discretion of the Pr. CIT, ReFAC(AU)-1, Amritsar to exercise this option or not.
2. **Payment Terms:** Payment shall be made on monthly basis at the agreed rate + taxes as applicable. In case of absenteeism of any worker beyond the prescribed limit, pro-rata deduction will be made from the bill of the contractor. In case of any damage caused to the office equipment or property, cost of the damage so caused shall be recovered from payment due. Office of the Pr. CIT, ReFAC(AU)-1, Amritsar shall not be responsible for payment of any medical claim/insurance claim etc. to the workers.
3. The payment for the services will be made to the Contractor in arrears and no advance payment will be made to the Contractor. **The contractor will present the bill on monthly basis along with attendance sheet which will be duly verified and certified by the AO of the Pr. CIT, ReFAC(AU)-1, Amritsar that the service had been rendered satisfactorily during the preceding month. The contractor will be liable to give a certificate regarding disbursement of minimum wages as per rate said in Part-II, para-I to skilled & unskilled workers deployed in offices of the Pr. CIT, ReFAC(AU)-1, Amritsar. The bills have to be submitted along with the acknowledgment/ proof of payment of salary to the said contractual workers and compliance of ESI, EPF, GST/Service Tax conditions in respect of these contractual workers. The Contractor shall also issue pay slip to workers as per format given as under:-**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
S r N o	Name of Worker	Adhar employee number	No. of days	Rate	Amt	Gross bill amount	EPF number / deducti on	ESI number / deducti on	Other dedu ction	Contributi on by contractor	Net amou nt paid	Date of paym ent	Bank account of worker showin g paymen t credited	Date of credit of amount deducted contribute d	Date of receipt of details by the worker (as per column 1 to 15)

4. The rates quoted in the tender shall be all inclusive of taxes/ levies imposed by the Government.
5. **Advance Payments:** No advance payment(s) will be made.

6. **Police Verification:** At all times, the contractor will be responsible to ensure that workers engaged by him are security cleared by Police Station of worker's residing area. Police verification is to be submitted at the earliest possible after signing of the contract. The contractor will also ensure that no person employed by him for the services have been involved in any activity against the interest of State.
7. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The Pr. CIT, ReFAC(AU)-I, Amritsar shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the contractor's employees performing duties under this contract.
8. The contractor shall be obliged and solely responsible to comply with all statutory **security/legal** requirements in respect of the manpower engaged by the firm. All existing statutory regulations of both the State of Punjab as well as the Central government, shall be adhered to by the service provider and all records maintained thereof shall be available for scrutiny by this office. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
9. The manpower deployed by the contractor under the contract shall be the employee of the contractor and in no circumstances shall ever have any claim of employment with the Pr. Commissioner of Income Tax, ReFAC(AU)-I, Amritsar.
10. The Contractor shall be contactable at all times and any message sent by email/fax/phone/Special Messenger should invariably be responded to.
11. It shall be the responsibility of the contractor to ensure payment of minimum wages/EPF/ESI etc. as per Act/Rules wherever applicable in respect of manpower provided by him for deployment in this office. Payment to the manpower must be made by the 7th of following month in which services are rendered.
12. It would be responsibility of the Contractor to make alternate arrangement, if for some reasons contractual worker is not available.
13. The Contractor shall ensure that his workers do not participate in any trade union activities, agitation in any of the premises of the department at Amritsar, Batala or Tarn Taran. In addition to this, any action by the Contractors or his workers that damages the image of the Department or its Officers/Officials publicly will be taken seriously and appropriate legal action against the contractor/worker will be taken for this. Further, any such activity shall be treated as serious breach of discipline and deficiency in service, which may lead to termination of contract.
14. The workers of the contractor shall not have any claim whatsoever over the facilities/amenities that are extended to the officers and staff of this office.
15. The service provider has to provide Photo Identity Cards to the persons deployed by them for carrying out the work. These cards are to be constantly displayed by their persons and their loss reported immediately.

16. In case of non-compliance of the above terms and conditions of contract, a penalty may be levied on the basis of certificate signed by the Controlling Authority. The penalty for some of the defaults is as under:-

Sr. No.	Nature of Default	Penalty Rs.
1.	Late Reporting	Rs.100/- per day per worker
2.	Non reporting	Rs.1000/- per day per worker
3.	Refusal of duties	Rs.1000/- per instance
4.	Non-observance of dress-code, if any	Rs.100/- per instance
5.	Change of personnel without prior permission	Rs.1000/- per instance

17. Risk & Expense clause –

- a. If the skilled/unskilled workers are not provided within the time or times specified in the contract documents, the Pr. CIT, ReFAC(AU)-1, Amritsar shall after granting the service provider 15 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as canceled either wholly or to the extent of such default.
- b. In case of a breach that was not remedied with 15 days, the Pr. CIT, ReFAC(AU)-1, Amritsar shall, having given the right of first refusal to the SERVICE PROVIDER be at liberty to hire the workers from any other source as he deems fit.
- c. Any excess of the hiring charges or value of any hiring of workers procured from any other source as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SERVICE PROVIDER. Such recoveries shall not exceed 50% of the value of the contract.

Part V- Evaluation Criteria & Price Bid issues

1. Evaluation Criteria- The bidders are required to submit two bids i.e. Technical bid and financial bid in the prescribed formats i.e. Annexure- A & B (available on www.incometaxindia.gov.in). It should be written boldly on top of the both the envelopes as TECHNICAL BID and FINANCIAL BID. Both envelopes should be submitted in a single sealed cover duly addressed and super scribed with "QUOTATION FOR OPEN TENDER FOR OUTSOURCING OF SKILLED & UNSKILLED WORKERS" (whichever is applicable) on top. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and financially.

2. Financial Bid- Financial Bids are to correspond to the Technical Bids and contain all costing details as per the bill of material. The vendor cannot change the overall cost quoted in the original financial bid. Financial bid format is placed at **Annexure 'B(I) for skilled worker & Annexure 'B(II)' for unskilled worker** to this RFP.

Evaluation Criteria of Offers

3. The evaluation will be carried out in two stages as indicated below:-

- (a) Vendor Evaluation
- (b) Financial Evaluation.

Vendor Evaluation

4. The vendor must have an office in Amritsar. The vendor should have experience of at least two years of providing manpower to reputed corporate offices/Govt. organizations preferably at Amritsar. Documentary proof along with satisfactory performance certificate in this regard is required to be submitted along with the offer.

5. The compliance to vendor evaluation criteria should be submitted as per the format placed at **Annexure 'A'** to this RFP.

Financial Evaluation

6. Price/Commercial Bids of only those vendors who have been technically qualified will be opened for commercial evaluation. **Financial bids of the bidders who have quoted less than Rs.629/- per day for skilled & Rs. 428/- per day for unskilled worker shall not be considered even though they have qualified technically.**

7. The Lowest Bid will be decided upon the price quoted by the particular Bidder as per the Price Format given at **Annexure 'B(I) & B(II)' in Column 4C.**

(a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(b) The Pr. CIT, ReFAC(AU)-1, Amritsar reserves the right to reject fictitious/unreasonable quotes for non-statutory component viz. service charges and quote not as per the format of commercial bid.

8. The tender document should also specifically mention the agency charges appropriately commensurate with the supervisory/administrative effort and financial expenditure involved in providing the services. The bids with Nil/miniscule/negligible/nominal agency/service charges are liable to be rejected. Services charges of the firm/ agency/ company should be denoted in percentage i.e 5%, 10% or whichever is applicable. Service charges should not be less than 1% of the total amount of wages. Bid in respect of Service charges intentionally given by the firm/company/agency less than 1% of the total amount to grab the contract will be rejected.

FORMAT FOR Vendor Evaluation(Technical Bid)

S.No.	Requirements	
01.	Name of the Firm/Agency/Vendor	
02.	Office Address of the Firm/Agency/Vendor	
03.	Does the vendor has the experience of supplying manpower to Govt. Organization/corporate offices (attach documentary proof along with satisfactory performance certificate)	Yes/No
04.	PAN No Service Tax Registration No. ESIC Registration No. EPF Registration No.	
05.	Whether each page of the tender document has been signed and tender document has been forwarded under Letter head of the firm.	
06.	Details of draft submitted : (i) Cost of tender form (ii) Earnest money	
07.	Length of experience in the field and specially with Income Tax Department	
08.	Experience in dealing with Govt. department (Indicate the names of the Department and attach copies of contracts order placed on the Services Provider)	

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. In case any deviation/discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted.

(Signature & Stamp of authorized Signatory with date)

Annexure-B(I)

INCOME TAX DEPARTMENT Office of the Pr. Commissioner of Income-Tax-ReFAC(AU)-1, C.R. Building, Maqbool Road, Amritsar-143001.

Financial Evaluation

Financial Bid for hiring of Semi-Skilled Workers

(The bid quoting wages for skilled workers less than the amount of Rs.629/- per day will be rejected.)

1. Name of the concern	
2. Complete Address of the concern (with telephone No., Fax & E-mail)	
3. Complete Names and addresses of the Partners Directors /Proprietor with mobile no. (in case of firm/company/proprietorship)	
4.(A) Wages per skilled worker Per day(If rates quoted is less than above, bid shall be rejected)	
4.(B) Agency Charges	
4.(C) Total charges per skilled worker per Day (4B+ 4C)	
5.Statutory charges (If applicable)	
(i) PF Contribution	
(ii) ESI Contribution	
(iii) Service Tax etc	
6. Total Charges per skilled worker per day (4C+5(i)+5(ii)+5(iii))	

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. I further certify that I shall abide by the provisions of the Minimum Wages Act. In case any deviation/ discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted.

(Signature of Authorized Signatory with date)

Annexure-B(II)
INCOME TAX DEPARTMENT
Office of the Pr. Commissioner of Income-Tax-ReFAC(AU)-1,
C.R. Building, Maqbool Road, Amritsar-143001.

Financial Evaluation

Financial Bid for hiring of Unskilled Workers

(The bid quoting wages for unskilled workers less than the amount of Rs.428/- per day will be rejected.)

1. Name of the concern	
2. Complete Address of the concern (with telephone No., Fax & E-mail)	
3. Complete Names and addresses of the Partners Directors /Proprietor with mobile no. (in case of firm/company/proprietorship)	
4.(A) Wages per unskilled worker per day (If rates quoted is less than above mentioned rate, bid shall be rejected)	
4.(B) Agency Charges	
4.(C) Total charges for per unskilled worker per Day (4B+ 4C)	
5.Statutory charges (If applicable)	
(i) PF Contribution	
(ii) ESI Contribution	
(iii) Service Tax etc.	
6. Total Charges per unskilled worker per day (4C+5(i)+5(ii)+5(iii))	

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. I further certify that I shall abide by the provisions of the Minimum Wages Act. In case any deviation/ discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted.

(Signature of Authorized Signatory with date)