



GOVERNMENT OF INDIA

MINISTRY OF FINANCE:

DEPARTMENT OF REVENUE::INCOME TAX DEPARTMENT

OFFICE OF THE COMMISSIONER OF INCOME TAX (APPEAL UNIT)-1, JORHAT

3rd FLOOR, BHARGAV HEIGHT, T.R. PHUKAN ROAD

CHOLADHARA, JORHAT

**REQUEST FOR QUOTATION (RFQ)
FOR SELECTING SERVICE PROVIDER FOR
MANPOWER (HIGHLY SKILLED WORKER) AT
OFFICE OF THE COMMISSIONER OF INCOME TAX, (APPEAL UNIT)-1,
JORHAT
3RD FLOOR, BHARGAV HEIGHT, T. R. PHUKAN ROAD,
CHOLADHARA, JORHAT**

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CHAPTER —1

NOTICE INVITING BIDS

NOTICE INVITING BIDS' FOR SELECTING SERVICE PROVIDER TO PROVIDE MANPOWER AT O/o CIT. (Appeal Unit)-1, JORHAT – (STATION-JORHAT) ASSAM

1.1. Income Tax Department desires to engage Service Provider to provide manpower, namely, 01 (one) “Highly Skilled Worker” at O/o CIT (Appeal Unit)-1, Jorhat Station-Jorhat, Assam with effect from **01.05.2023** for a period of 2 (two) years which may be extended or curtailed in accordance with the terms and conditions as elaborately stated in this document.

1.2. Accordingly, online quotations are invited through <https://gem.gov.in> from eligible and interested Service Providers for supply of required manpower, more elaborately mentioned in subsequent parts of this document. The Request for Quotation (RFQ) can be downloaded from the websites <https://www.incometaxindia.gov.in/Pages/tenders.aspx> and <https://gem.gov.in>

1.3. Important Dates

Activity	Date
Last date and time for submission of bids	17.04.2023
Date and time of opening bids	27.04.2023
Award of contract	Within the one month from the date of submission of bids.
Knowledge, skill and aptitude test of personnel proposed by selected Service Provider	N/A
Intimation to Service Provider about personnel selected by Purchaser	N/A
Confirmation of preparedness in terms of manpower, uniform etc. by Service Provider	N/A
Reporting to work by outsourced persons	01.05.2023

1.4. Approximate amount of contract: Rs. 07 (Seven) lakhs

CHAPTER — 2

INSTRUCTIONS TO BIDDERS

General

2.1. Purpose: Purchaser is inviting bids to select competent Service Provider to provide manpower, namely, 01 (one) "Highly Skilled Worker" at O/o CIT(Appeal Unit)-1, Jorhat Station- Jorhat, Assam with effect from **01.05.2023** for a period of 2(two) years which may be extended or curtailed in accordance with the terms and conditions of this document.

2.2. Definitions: In this RFQ, unless the context otherwise requires:

- (i) "**Bidder**" means the party who will be offering the services as required in the RFQ. The word Bidder when used in the pre-award period shall be synonymous with parties bidding against this RFQ, and when used after award of the Contract shall mean the successful party with whom Purchaser signs the agreement for rendering of services.
- (ii) "**Business day**" shall be construed as a reference to a day (other than Sunday and other gazetted holidays) on which Purchaser is generally open for business.
- (iii) "**Business Hours**" shall mean the working time for Purchaser users which is 9:30 AM to 6:00 PM on a business day.
- (iv) "**Competent officer of the Purchaser**" means the Drawing & Disbursing officer (DDO) or any other officer who may be authorized in writing by the Commissioner of Income Tax (Appeal Unit)— 1, Jorhat, to perform any work related to the process of procurement of outsourced service under this RFQ.
- (v) "**Conditions Precedent**" means the obligations or eligibility to be fulfilled by the Parties prior to the effective date for a particular work or reward for work.
- (vi) "**Conflict of interest**" means a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.
- (vii) "**Contract**" means and includes any contract(s) or schedule(s) and annexure(s) to such contract(s) entered into by the Purchaser with the selected Service Provider for supply of manpower to the Purchaser for performance of outsourced services
- (viii) "**Agreement**" means the Agreement to be signed between the Purchaser and successful bidder, including all attachments, appendices, documents incorporated

- by reference thereto together with any subsequent modifications, this RFQ, the bid offer, the acceptance and all related correspondence, clarifications and presentations.
- (ix) The word "he" shall include the words "she" and "it" and vice-versa, the word "him" shall include the words "her" and "it" and vice-versa. Similarly, the words "himself" shall mean to include the words "herself" and "itself" and vice-versa.
 - (x) "**Manpower**" shall mean and include the person(s) under the categories of "highly skilled worker", "skilled worker/ clerical" or "semi—skilled worker" or unskilled worker" to be supplied and deployed by the service Provider in the office of the Purchaser for the purposes of performance of Outsourced Services.
 - (xi) "**Outsourced service**" means and includes all the services or duties or functions which are assigned by the Purchaser to be done or performed by the manpower/person(s) of any category (Highly Skilled/skilled/clerical/Semi-skilled/unskilled) supplied by the service Provider for performing the outsourced services as given in the "Details of Work or service" as mentioned in Chapter — 4 of this RFQ.
 - (xii) "**Proposal/Bid**" means the Pre-qualification, Technical and Financial bids submitted for this RFQ.
 - (xiii) "**Purchaser**" means the President of India¹ acting through the Commissioner of Income Tax (Appeal Unit)— 1, Jorhat, situated at 3rd Floor, Bhargav Height, T.R. Phukan Road, Cholahara, Jorhat, Assam and includes any other officer explicitly authorized in writing by the above mentioned Principal Commissioner of Income Tax(VU).
 - (xiv) "**Purchase order**" shall mean and include the final work order or purchase order, by whatever name called, given/issued by the Purchaser to the Service Provider for supply of manpower for performance of Outsourced Services.
 - (xv) "**Quotation**" means and includes any quotation document or advertised tender document or limited tender document or two — stage bidding document or document for electronic auctions which is submitted by the service Provider to the Purchaser in response to this RFQ with a view to obtain and execute the contract for supply of the manpower for performance of outsourced service and shall consist of the technical bid, financial bid and all other document which are required to be furnished as per RFQ.
 - (xvi) "**Rate**" shall mean and include remuneration to be paid to outsourced manpower as per rates according to The Code on Wages, 2019 (by which The Minimum Wages Act, 1948 has been repealed w.e.f. 8.8.2019), fixed by the Central Government, statutory contributions to ESI, Provident Fund, other statutory benefits payable to workers as per law, GST and all other taxes, duties, cess as well as service charges or profit element of Service Provider which shall be paid by the Purchaser to the Service Provider for supply of a unit of manpower of a particular category for performance of outsourced services

¹ Rule 224(2) of General Financial Rules, 2017

- (xvii) **"Remuneration"** shall deem to include any or all wage(s) and /or salary(ies) and/or statutory due(s)and /or bonus(es) and /or contribution(s) and /or any other statutory or non-statutory amount(s) and/ or any other statutory or non- statutory benefits(s) which the Service Provider is bound to pay to the manpower supplied to the Purchaser for performance of outsourced services in accordance with rules and regulations of the Central or State Government as amended from time to time.
- (xviii) **"Request for Quotation (RFQ)"** means Request for Quotation prepared by the Purchaser inviting eligible and interested parties to submit price quotes (at which Service provider will be able to supply manpower of different kinds) and bids to select service provider to provide manpower, namely, 01(one) **Highly Skilled Worker** at O/o CIT(Appeal Unit)-1, Jorhat, Station- Jorhat situated at 3rd Floor, Bhargav Height, T. R. Phukan Road, Cholahara, Jorhat, Assam with effect from **01.05.2023** for a period which shall ordinarily be 02 (two) years but may be extended or curtailed in accordance with the terms and conditions of this document and any other documents provided or issued during the course of the selection of bidder.
- (xix) **"SP or Service Provider"** means the bidder who has been selected to execute the given scope of work under this RFQ.
- (xx) **"Total value of Contract"** shall be deemed to mean the total sum of money to be paid to the selected Service Provider by the Purchaser in respect of all manpower supplied/to be supplied by the selected Service Provider for 2 (two) financial year, e.g., FY 2023-24, out of the 2-year period mentioned in this RFQ. To clarify, if the Service Provider contracts to supply "A" number of persons at a monthly rate of "Rs. X" every year, then in that case the total value of the contract would be "A" x "Rs. X" x 12 x 2. Even if there is/are any extension (s) of the period of contract the total value of the contract shall be taken to mean the value of the contract for the period of one year during that/ those extension(s) of the period of contract. Further, the total value of contract shall not be calculated taking into account any payment made for overtime work done by the person(s) supplied by the Service Provider.

2.3. Details of Manpower Required:

Manpower required	Number	Description of the qualification(s) & duties of such person(s)
Highly Skilled Workers	01 (One)	As stated in this document

2.4. General Instructions to Bidders

2.4.1. Basic Information

- 2.4.1.1. Any contract that may result from the selection through this RFQ will be effective from 01.05.2023 and shall remain valid for 02 (two) year, i.e., up to unless terminated by either of the two contracting parties in accordance with terms and conditions mentioned in this RFQ document and/or agreement.
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- 2.4.1.2. Proposals must be received within the time and date mentioned in the Para 1.3 of Chapter — 1. Proposals received after the scheduled time and date shall not be considered under any circumstances whatsoever³.
- 2.4.1.3. Bidders must form their own conclusions about the resources needed to meet the requirements of the Purchaser in pursuance of this RFQ.
- 2.4.1.4. Information supplied by Bidders shall be treated as contractually binding on the bidders and on successful award of the assignment on the Purchaser decided on the basis of this RFQ.
- 2.4.1.5. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFQ document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFQ document with full understanding of its implications. No argument or objection or excuse will be entertained later in this regard.
- 2.4.1.6. The resultant contract will be interpreted under Indian Laws⁴
- 2.4.1.7. Failure to furnish all information required by the RFQ document or submission of a proposal not substantially responsive to the RFQ document in every respect will be at the Bidder's risk and may result in rejection of its proposal and/or forfeiture of the Earnest Money Deposit (EMD).
- 2.4.1.8. Notwithstanding anything contained in this RFQ, Purchaser reserves the right to accept or reject any Proposal and to annul the selection process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment.
- 2.4.1.9. Purchaser reserves the right to reject any Proposal if
- (i) A blacklisted or debarred party submits bid as mentioned in Rule 151 of General Financial Rules, 2017; or
 - (ii) A material misrepresentation is made or discovered; or
 - (iii) Bidder does not provide within the time specified the supplemental information sought by the Purchaser for evaluation of the Proposal; or

³Rule 165 of General Financial Rules, 2017

⁴Rule 173(vi) of General Financial Rules, 2017

- (iv) After award of the purchase order the Service Provider fails to comply with the obligations on him as per contract and award letter; or
- (v) However, reasons for rejecting a tender or non-issuing a tender document to a prospective bidder shall be disclosed where enquiries are made by the bidder.⁵

2.4.1.10. If such disqualification/rejection occurs after the bids are opened and the highest ranking Bidder gets disqualified/rejected, then Purchaser reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of Purchaser, including annulment of the selection process.

2.4.2. Purchaser's Right to Terminate the Process

Purchaser may terminate the RFQ process at any time and without assigning any reason. The Purchaser makes no commitment, explicit or implicit, that this process will result in a business transaction with anyone. Further, this RFQ does not constitute an offer by Purchaser.

2.4.3. Sub-contract:

Sub-contracting the work mentioned in this RFQ will not be allowed.

2.4.4. Conflict of Interest

Bidder shall hold Purchaser's interest paramount, without any consideration for future work and strictly avoid conflict with other assignments or their own organizational interest. Bidder should not be engaged in any such business (excluding any work assigned to them by Purchaser) which has conflict of interest with the scope of RFQ for which the bids are being submitted.

2.4.5. Fraud & Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFQ, Purchaser shall be entitled to reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice or fraudulent or coercive or undesirable or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, Purchaser shall, without prejudice to its other rights or remedies, forfeit and appropriate the Performance Security based on genuine pre-estimated compensation and damages payable to Purchaser for, inter alia, time, cost and effort of Purchaser, in regard to the RFQ, including consideration and evaluation of such Bidder's Proposal.

⁵ *Rule 173(iv) of General Financial Rules, 2017*

ELIGIBILITY AND PREFERENCE CRITERIA OF SERVICE PROVIDER AND OUTSOURCED PERSONNEL

3.1. Eligibility of bidder (Relevant evidences and undertaking as per pro forma to be filed with Technical bid):

- (i) Individuals or entities debarred or blacklisted under any provision of General Financial Rules or any other statute, Rules or regulations by any authority including the Purchaser or any other office of Income Tax Department shall not be eligible to bid in response to this RFQ.
- (ii) Bidder should be in the business of supplying manpower to Government departments and private organizations of repute for at least 3 years. Relevant work orders should be enclosed with Technical bid.
- (iii) Bidder should have a minimum turnover/gross receipt of Rs. 15 (fifteen) lakh per year in FYs 2019-20 to 2021-22.
- (iv) Bidder should have valid PAN⁶, TAN⁷ and GST⁸ number and should be registered with the Employees Provident Fund (EPF) and Employees State Insurance (ESI). Copies of relevant cards and evidence of filing Income Tax returns, Tax Deduction at Source (TDS) statements and GST returns for FY 2019-20, 2020-21 and 2021-22 should be enclosed with Technical bid.
- (v) Bidder should have the license for supply of Skilled Workers, if so required as per the prevailing rules and regulations of the Central Government or Government of Assam.
- (vi) Bidder should be legally competent and eligible in all respects as per eligibility criteria mentioned in this RFQ and under all laws as may be exist presently or in future. If it turns ineligible due to any such deficiency, the bid will be rejected or; if detected after award of contract, the contract will be liable to be terminated.

⁶ Permanent Account Number

⁷ Tax Deduction Account Number

⁸ Goods and Services Tax

- (viii) Bidder should not have any criminal record or criminal antecedents or any criminal proceedings pending against it.
- (ix) Bidder should agree with all the terms and conditions as mentioned in the RFQ by putting signature below each page.

3.1.1. Preference in respect of bidder:

Out of all bidders who fulfill eligibility criteria as above, preference shall be given to the Bidder who has past experience of supplying manpower to any office of the Income Tax Department and is established locally i.e., in Jorhat. Next preference shall be given to the Service Provider who has past experience of supplying manpower to any other office of the Central or State Government subject to meeting of all other prescribed criteria. For this purpose, decision of the Purchaser or Competent Officer of the Purchaser shall be final.

3.2. Eligibility and preference of “Highly Skilled Worker” manpower]:

3.2.1. Eligibility of Highly Skilled Worker: The candidate

- (i) Should be of age between 18 years⁹ and 50 years.
- (ii) Should have educational qualification of Graduate and above or technically qualified in Computer basics.
- (iii) Should be citizen of India and should not have any past Criminal record.
- (iv) Should be in good and sound health
- (v) Should be experienced and capable of “Highly Skilled works like Noting, Typing, etc., in large establishment preferably in Government office
- (vi) Should be able to speak and understand English, Hindi
- (vii) Should be able to read and write in Hindi and/or English
- (viii) Should be self-driven and sincere and not a person who has to be constantly asked to perform a given job
- (ix) Should be a consistently good performer. Performance and conduct of the outsourced persons shall be under regular review and monitoring and the person shall be liable to be replaced by Service Provider if Purchaser finds and intimates Service Provider about unsatisfactory performance and conduct of any person.
- (x) Should be in a position to work beyond office hours and also to work on holidays as and when required.
- (xi) Should be able to attend and remain on duty till end of duty hours on own arrangement. Purchaser office or Income Tax department shall not provide any transport or any other facility in this regard except rates quoted by service provider, sitting facility, computers and other office equipment as may be required for office work.
- (xii) Should be able to maintain strict confidentiality and fidelity about the files and papers handled and information coming to knowledge.
- (xiii) Should be able to abide by norms of discipline and decorum and not indulge or take part in any politicking or instigation.

⁹ Section 3(1) of Indian Majority Act, 1875

3.2.2. Preference in respect of “Highly Skilled Worker”

Preference shall be given to the person(s) who have past experience of working in any office of the Income Tax Department. Next preference shall be given to person(s) who have past experience of working in any other office of the Central Government or the State Government. Decision of the Purchaser shall be final in this matter.

3.2.3. Verification of eligibility and preference of “Highly Skilled Worker”:

Service Provider should be able to provide manpower of above eligibility and preference criteria and submit an undertaking in this regard with Technical Bid. He shall submit original and photocopy of evidences in support of eligibility and preference of manpower before actually deploying manpower. Purchaser shall conduct test of knowledge, skill and aptitude for selection of the candidates. Service Provider shall make arrangement to produce within 3 (three) days of award of contract at least 8 (eight) candidates for consideration by Purchaser through such test. Service Provider shall deploy a particular candidate as manpower in the office of the Purchaser only after acceptance of the candidates by Purchaser communicated in writing.

DETAILS OF WORK OR SERVICE

4.1. Nature of work of “Highly Skilled Worker”:

- 4.1.1. The duty of “Highly Skilled Worker” shall be Noting, typing, operating Computer and others official works. Duty hour will be 9 (nine) hours daily as provided in Rule 24 of Minimum Wages (Central) Rules, 1950. Computers, tools and equipments shall be provided by the Purchaser.
- 4.1.2. **Working hours and rest day:** The deployed of “Highly Skilled Worker” shall be required to work 9 (nine) hours daily on all days as provided in Rule 24 of Minimum Wages (Central) Rules, 1950. They shall report for duty at 7 AM every day. The person (s) deployed by the Service Provider will be entitled to a weekly day rest in addition to the rest on gazetted holidays. They will be entitled for remuneration/wages/pay for such weekly days of rest and rest gazetted holidays in the same manner as on a working day. The same shall be governed by the Code on Wages (Central) Rules, 2022 as and when it comes into effect in pursuance of Code on Wages, 2022.
- 4.1.3. **ID Card:** Service Provider shall provide Photo bearing laminated identity card mentioning name, age and post of the “Highly Skilled Worker”, Service Provider's name and address and the words "**Deployed at Income Tax Office, Jorhat**". This will be invariably worn by outsourced persons during working hours always.

FACILITIES AND INPUTS TO BE PROVIDED BY PURCHASER TO SERVICE PROVIDER

For “Highly Skilled Worker”, Purchaser or Income Tax Department shall provide all necessary equipment materials and other facilities required for their job.

BIDDING PROCESS

- 6.1. Availability of Bid Documents:** The Bid document can be obtained free of cost by downloading from the websites <https://gem.gov.in> and <https://www.incometaxindia.gov.in>
- 6.2. How to submit tender:** This tender document will have to be submitted with technical bid with signature of bidder at the bottom of each page of this document. This shall mean that the bidder has agreed to abide by and fulfill all terms and conditions mentioned in it and these will be binding on the selected Service Provider along with the terms & conditions mentioned in the agreement to be executed.
- 6.3. Bids with nil service charge not to be entertained:** In order to discourage and eliminate frivolous bids and disguised or hidden share/deduction from wages of manpower provided by Service Provider, if a bidder quotes **NIL** or absurdly low service charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 6.4. Caution regarding collection of money from outsourced persons:** If at the stage of bidding and before award of contract it comes to notice of the Purchaser or Income Tax Department that the Service Provider has collected or is collecting or taken steps to collect any money or money's value in kind in one time or periodic installments in the name of bribe or recruitment fees or application fees or processing fees or screening fees or administrative costs or commission or donation or gift or whatsoever explicitly or implicitly for engaging or providing the manpower to the Purchaser or Income Tax Department, the bid will be summarily rejected and the Service Provider will be debarred for breach of integrity as provided in Rule 151 of GFR, 2017, blacklisted and name will be circulated through the website of Income Tax Department.
- 6.5. Authentication of Bids:** The bid shall be in typed form and signed by the Bidder or a person duly authorized to bind the Bidder to the contract. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

¹ Rule 173(0(h) of General Financial Rules, 2017

6.6. Interlineations in Bids: The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed and stamped by the person or persons signing the bid.

6.7. Clarifications of bidders to be replied by email: Bidders can send queries by email to jorhat.cit1.appeal.unit@incometax.gov.in and replies will be sent by email.

6.8. Bid Preparation Costs: The bidder shall be responsible for all costs, by whatever name called or of whatever nature it may be, incurred in connection with participation in the RFQ process

6.9. Manner, venue and timeline for Submission of Bid

6.9.1. Bids shall have to be submitted in two stages, namely, Technical bid and Financial bid.

6.9.2. Technical bid shall contain the following:

- (i) Bidder should be eligible as per Chapter — 3 (eligibility and preference criteria) of this RFQ and all documents evidencing eligibility have to be attached with technical bid.
- (ii) Pro forma of Technical Bid given with this RFQ duly filled in
- (iii) Agency profile including relevant previous experience of manpower services supply, technical and professional capability, organizational set-up indicating how arrangement has been made for regularly monitoring service rendered by outsourced manpower and providing good service
- (iv) Financial capacity to pay wages to outsourced persons even if payment of bills are not received up to 2 (two) months
- (v) Acceptance of Terms and Conditions with signature at the bottom of each page
- (vi) Declaration regarding Bid Security in Technical Bid

6.10. Opening of bids: Technical bid will be opened first and the bidders shall be either accepted or rejected. Thereafter financial bids of only those bidders shall be opened who have qualified in technical bid. The entire process of procurement or outsourcing of service under this RFQ shall be made online through GeM as is mandatory" under General Financial Rules, 2017. All Bidders are required to submit their bids online at <https://gem.gov.in> latest by the date and time mentioned in "Important dates" above. No facility will be available to drop bids in tender box or to receive bids sent by hand or post or courier. Even if sent or received by any official of this office, the same shall not be considered.

6.11. Extension of time and date of submission¹²

*" Rule 149 and 160(i) of General Financial Rules, 2017 "
Rule 173 of General Financial Rules, 2017*

Purchaser may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a notice in <https://www.incometaxindia.gov.in/Pages/tenders.aspx>

6.12. Bid Security

Bid Security is not required'. In place of a Bid security, Bidders are required to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for a period of 1 (one) year from date of publication of this RFQ from being eligible to submit Bids for contracts with the Purchaser, i.e., the authority that invited the Bids.

⁵ *Rule 171(iii) of General Financial Rules, 2017, read with O. M. No. No. F.9/4/2020-PPD dated 12.11.2020 of Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division*

CHAPTER — 7

PRICE SCHEDULE

- 7.1. Rate of wages:** Service Provider shall be bound to pay wages to - Outsourced Highly Skilled Workers at the rate for "Employment of Highly Skilled" as notified by Central Government vide Notification No. S.O.188(E) dated 19th January, 2017 with the revised Variable Dearness Allowance payable from **01.04.2023**.
- 7.2. No subsequent variation or escalation:** No escalation or variation in the rate(s) for supply of manpower for performing the outsourced services would be permitted except in accordance with rate amended by the Government after the submission of the quotation or signing of the formal contract for supply of the aforesaid manpower for performing the outsourced services.
- 7.3. Payment of overtime wages:** In case of overtime, person (s) deployed by Service Provider may be paid overtime wages as per Rule 25 of The Minimum Wages (Central) Rules, 1950.

STATUTORY AND CONTRACTUAL OBLIGATIONS

8.1. interview of manpower to be supplied: Service Provider shall make manpower (proposed to be supplied) available for personal interview, skill test and verification of papers, credentials and antecedents (before acceptance) within 3 days of placement of Purchase Order. Full details of the manpower provided by the Service Provider including name, address, Aadhar card, recent passport size photo, evidence of educational & professional details and experience of working in offices other than the office of the Purchaser shall be furnished by the selected Service Provider to the Purchaser in the format given in this document during such verification. Service Provider shall ensure assistance to the Purchaser so that the entire process of personal interview and/or verification is completed within 3 days of the issue of the preliminary purchase order. The decision regarding suitability of person(s) for deployment in this office for performing the outsourced services shall be exclusively that of the Purchaser.

8.2. Confirmation of preparedness: After the Purchaser communicates names of selected manpower, the Service Provider shall be required to confirm preparedness by and provide the manpower w.e.f.01.05.2023. If Service Provider fails to confirm or provide as above, Purchaser shall be entitled to cancel the purchase order and award the contract to the second best bidder without going into tendering process again. Also, such failure shall entitle Purchaser to levy penalty @ 0.5% (half percent) per day to be calculated on the total value of the contract for all the person(s) covered in the contract for the total period of the contract subject to a maximum of 5% (five percent) of such total value of the contract and the Purchaser shall be entitled to recover the same by adjustment with Performance Security furnished by the defaulting Service Provider.

8.3. Caution against collection of money from outsourced persons: If at any stage after the bidding process it comes to the notice of the Purchaser or Income Tax Department that the Service Provider has collected or is collecting or taken steps to collect any money or money's value in kind in one time or periodic installments in the name of bribe or recruitment fees or application fees or screening fees or administrative costs or commission or donation or gift or in any other name whatsoever explicitly or implicitly for engaging or providing the manpower to the Purchaser or Income Tax Department, the contract shall be terminated without notice waiting time after giving opportunity of being heard and the Service Provider will be debarred for breach of integrity as provided in

Rule 151 of GFR, 2017, blacklisted and name will be circulated through the website of Income Tax Department.

8.4. Manpower should conform to qualification and experience: The manpower supplied must conform to the prescribed educational qualification and/or work experience and must make themselves available for personal interview & verification before final acceptance.

8.5.Engagement of manager or representative to supervise work by outsourced persons: Service Provider shall engage suitable manager to oversee and manage attendance, punctuality, performance, discipline issues of outsourced persons and also to regularly liaise and coordinate with and respond to queries or complaints by the Purchaser or Income Tax Department. If such person and managerial and liaison service is not available and calls and other communication from the Purchaser is not responded, the same will be considered a serious lapse and deficiency on the part of Service Provider and the case may be processed for termination of the contract after giving opportunity of being heard.

8.6.Liability for impermissible acts: Service Provider & the person(s) selected for performing/providing the outsourced functions/services shall be, jointly and severally, liable for any/all damage(s) or punishments or other consequences due to their undesirable or unethical or illegal or impermissible acts or behavior, whether in the course of their duty & work related to the performance of the outsourced functions/services or whether in relation to any other matter, whether inside the premises where they are deployed or outside such premises. The Service Provider shall be solely and completely responsible for observance of discipline of the deployed person(s), including strict punctuality and observance of work hours/timings.

8.7.Maintenance of confidentiality: Service Provider and persons deployed by the Service Provider with the Purchaser for performance of outsourced services shall be bound to keep secret or confidential and not disclose or share with anyone the information or data or facts or documents etc., by whatever name called, that may come into their knowledge or possession while working in or due to their association with the Income Tax department. In case of any offence or failure in this regard the Service Provider and the offender outsourced personnel shall be liable to prosecution under Indian Penal Code, 1860, Information Technology Act, 2000, Official Secrets Act, 1923 and all other law as may be applicable which may carry imprisonment, penalty, deductions and fine. Every outsourced person must sign appropriate confidentiality agreements in the prescribed pro forma to protect the confidential and sensitive information of the organization and required to agree and sign non-disclosure obligations. Users are required not to disclose organizational information derived as a result of their access to the Department's Information Systems to unauthorized parties. Outsourced persons or Service provider shall not bring or use own pen drive or other storage device or store any official

information in these. If any instance comes to notice it will be considered breach of contract and agreement. Action including recovery of money as penalty or loss recoupment from wages bills or termination of service of offender person or termination of contract with Service Provider or prosecution would be taken against contractual workers and Service Provider for any violation. The information assets of the Department available with terminated individuals shall be taken back and all their access rights (both physical and logical) shall be removed immediately.¹⁴

8.8. Maintenance of discipline and decorum: It shall be ensured by the Service Provider that the persons provided and deployed by the Service Provider with the Purchaser for performance of outsourced services are polite, cordial, loyal, disciplined, sincere, punctual, positive and efficient while handling the assigned work and their actions should promote goodwill amongst the officers/officials of the Income Tax Department or taxpayers or general public and their conduct should in no way demean the image of Purchaser or Income Tax Department or the Government. They will abide by office dress code and come to office in formal attire only. They will not attempt or commit any illegal or immoral acts or consume alcohol or drugs and always adhere to conduct rules applicable in Central Government offices. Breach of these shall make them liable to be discharged immediately and in case of such discharge the Service Provider shall be bound to provide and deploy substitute personnel of satisfactory competence and antecedent in replacement of discharged personnel immediately. Decision of the Purchaser in this regard shall be final.

8.9. Noninterference: It shall be ensured by the Service Provider that the persons provided and deployed by the Service Provider with the Purchaser for performance of outsourced services shall in no way interfere with the duties and work of the officers and officials of the Purchaser or the Income Tax Department or the Government.

8.10. Replacement of personnel: The Purchaser may direct the Service Provider to replace from the site of work any manpower supplied by the service provider for reasons of incompetence or misconduct or indiscipline or security risk or conflict of interest or breach of confidentiality or deterioration of health or incapacity due to any mishap or any other reason prejudicially affecting interest of the Purchaser or Income Tax Department or the Government and in such case the service provider shall forthwith comply with such direction.

8.11. No right to claim employment: There will not be any relationship of employer and employee or principal and agent between the Purchaser and outsourced persons. Outsourced personnel supplied by the selected Service Provider shall not be entitled to any kind of permanent/ temporary employment or engagement or absorption in the office of the Purchaser or the Income Tax Department or Union Government in future on the

¹⁴ *Income Tax Department Information Security Policy, 2020 vide CISO Instruction no. 2 dated 27.11.2020*

basis of services provided by them under the contract, entered into between the Service Provider and the Purchaser, for supply of manpower.

8.12. No right to claim continued deployment as outsourced personnel: Their engagement in pursuance of this RFQ shall not entitle the outsourced personnel supplied by the selected Service Provider to any right to even continued service as outsourced personnel for any particular period. The Purchaser or any other office of Income Tax Department shall not be under any obligation to outsource them through present or any future Service Provider for any period at any point of time whatsoever. They shall not claim such right before any authority or in any court of law. They have to furnish an undertaking in this regard in prescribed format.

8.13. Leave application: Outsourced personnel shall send leave application to Service Provider with copy to the Purchaser. No payment will be made to the Service Provider for any manpower for the days of absence from duty of such department manpower deployed by him unless a substitute has been provided immediately and that substitute has worked in the same manner and for the same period as the regular manpower supplied by the Service Provider.

8.14. Attendance record: The office of the Purchaser will maintain an attendance register regarding the number of days on which the person (s) deployed by the Service Provider actually work and also the overtime hourly work done by them in respect of all person (s) deployed by the Service Provider on the basis of which monthly payment to be made to the Service Provider will be decided.

8.15. Separate bills: Bills will be submitted by the Service Provider in respect of person (s) deployed by him separately showing name-wise attendance of each outsourced person the number of working days and the overtime hours put in by the manpower supplied. Copy of attendance register has to be attached with bills.

8.16. Rates in words and figures: Rate(s) must be quoted in words and figures as per the definition of "Rate" in this document. Different rates must be furnished in cases of different categories of manpower.

8.17. Total value of contract to be stated: The total value of the contract must be stated clearly for each year for supply of manpower for performing the outsourced services.

8.18. Payment of GST: Payment of GST, if applicable, will primarily be the responsibility of the Service Provider and will not be paid unless the percentage and value thereof is clearly specified in the quotation document. Service Provider shall be required to enclose evidence of payment of GST on last payment (made by Purchaser) with bills. If not paid, Service Provider shall be liable to all consequences. TDS on GST will be deducted at source if applicable.

- 8.19. Payment of EPF, ESI etc.:** Further, Service Provider shall pay/credit to the accounts of such person (s), on a monthly basis, all applicable benefits/dues/amounts i.e., employee's and employer's contribution, as applicable under provisions of Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (EPF & MP Act, 1952) and the Employees' State Insurance Act, 1948 (ESI Act, 1948). Further, Service Provider shall pay/credit to the accounts of such person (s) any payments for overtime payments made to him for person (s) who have put in overtime work.
- 8.20. Prohibition against appropriation of EPF contribution etc.:** Service Provider shall under no circumstance appropriate to himself any employees' and employer's contribution, as applicable under the provisions of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (EPF & MP Act, 1952) and the Employees' State Insurance Act, 1948 (ESI Act, 1948) of any person (s) supplied by him to Purchaser or any overtime payments. Out of the total payment made by the Purchaser to the Service Provider, the Service Provider shall be entitled to appropriate to himself only the service charges for service provided by him i.e. supply of the manpower to the Purchaser.
- 8.21. Payment of wages by 7th day of next month:** Service Provider shall pay to the person (s) supplied by him to the Purchaser through Bank Transfer to the Bank Account of the Person(s) supplied, remuneration(s)/ salary(i.e.s) dues/overtime payment(s) on monthly basis for the preceding month by the 7th day¹⁵ of succeeding month even if payment is not received from the Purchaser or Income Tax department. **Payment of wages by Service Provider to outsourced persons shall not be condition precedent or linked with payment of bills by Purchaser or Income Tax department.** Bidder will have to give an undertaking in this regard stating his ability to pay from own resources before receiving payment of bill from Purchaser.
- 8.22. Submission of bills latest by 10th of next month:** Thereafter, Service Provider will submit the bill, in triplicate, along-with the above documents, in respect of a particular month by the 10th day of the following month. The payment will be released after deduction of taxes at sources under the laws in force. Service Provider shall submit along with the monthly bill for payment, evidence of payment of salary within 7th day¹⁶ of next month like Bank statement, salary slip of each such person deployed in this office, clearly stating the monthly wage/remuneration/ salary paid/ credited, employer's & employee's contribution paid/credited under the EPF & MP Act, 1952, employer's & employee's contribution paid/credited under ESI Act, 1948 and the overtime payments, if any, paid/credited, to such person (s) supplied by him to the Purchaser. Bills will not be paid if such evidences are not attached with bills.

¹⁵ Section 17(1) of The Code on Wages, 2019 and Rule 21(1)(i)(a) of The Minimum Wages (Central) Rules, 1950

¹⁶ Section 17(1) of The Code on Wages, 2019 and Rule 21(1)(i)(a) of The Minimum Wages (Central) Rules, 1950

8.23. No payment unless actually paid to outsourced persons: No payment will be made to the Service Provider, under any circumstance, until and unless the Service Provider has actually paid to the person (s) supplied by him to the Purchaser, remuneration(s)/salary(ies)/dues/overtime payment(s) for the preceding month by the 7th day of the succeeding month and also, until and unless, the Service Provider has submitted along-with the monthly bill for payment, salary slip of each such person deployed In this office, clearly stating the monthly wage/remuneration/salary paid/credited, employer's & employee's contribution paid/credited under the EPF & MP Act, 1952, employer's & employee's contribution paid/credited under the ESI Act,1948 and the overtime payments, if any, paid/credited, to such person(s) supplied by him to the Purchaser.

8.24. Service provider to pay wages from own resources: Purchaser shall make all efforts to pay bills within 90 (ninety) days of receipt of the monthly bill from the selected Service Provider. However, even in the event of non-payment of bills within the stipulated period for non-availability of fund etc. reasons, the Service Provider shall be bound to continue deployment of the person(s) in the office of the Purchaser or any other place as instructed by the Purchaser. **Service Provider shall be required to furnish an undertaking with the technical bid affirming his capability to pay from his resources up to 3 (three) months.**

8.25. Details in bill: Service provider shall submit single bill in respect of all outsourced personnel but shall give individual person's name and number of days he/she worked. Bills must not be just by showing total number of persons and total amount of bill. Service Provider shall verify before submission of bill from the office of the Purchaser whether any of the outsourced persons was absent. Payments to the service provider would be strictly on certification by the office of the Purchaser that service was satisfactory and attendance shown in the bill preferred by the service provider is correct.

8.26. Giving pay slips and records of payment to outsourced persons for transparency: It shall be the duty of the service provider to pay their remuneration every month on time and provide them with salary slips by whatever name called bearing proper details of the remuneration, provident fund and ESIC dues contributed by the employer and the employee and this office shall not be responsible for payment of any kind of remuneration to the manpower so supplied even if Service Provider has not paid them. All disputes between Service Provider and outsourced persons shall be decided by themselves.

8.27. Deduction of Income Tax and GST at source: Income Tax¹⁷ and GST will be deducted as per law¹⁸.

¹⁷ Section 194C of Income Tax Act, 1961

¹⁸ Section 51 of the CGST Act 2017 and the Circular No. 65/39/2018-DOR dated 14.09.2018 and Notification No. 50/2018 — Central Tax dated 13.09.2018 issued by the Department of Revenue, which

8.28. No liability of Income Tax department for mishap: In the event of any mishap or accident in respect of any such person(s) supplied to this office by the Service Provider, whether during work/office hours or otherwise or whether inside or outside the office premises, no responsibility/liability (whether pecuniary, civil or criminal) shall lie with the office of the Purchaser or the Income Tax Department or Government of India and the Service Provider shall be solely responsible for any responsibility/ liability.

8.29. Service provider should be contactable: Service provider shall be contactable at all times and message sent by phone/ email/fax/ special messenger from this office to the service provider shall be acknowledged immediately on receipt of the same on the same day. The office of the Purchaser shall maintain a log book of calls made and letters sent to Service Provider vis-a-vis responses received or not received. Failure to respond shall be considered as failure to give required service and the Service Provider may terminate contract after giving opportunity of being heard.

8.30. Instructions to be followed strictly: Service provider shall strictly follow the instructions issued by this office in fulfilment of all terms and conditions of contract from time to time.

8.31. No liability for theft, damage etc.: Purchaser or Income Tax Department or the Government shall not be liable in any manner for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the person(s) supplied by the service provider.

8.32. Responsibility of outsourced persons to take care: Service Provider shall ensure that the goods, materials and equipment etc. supplied to the person(s) for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for all acts of omission and commission on the part of those person(s). If it is proved that any outsourced person has damaged or destroyed or stolen or caused harm to any of the assets of the office of the Purchaser, the concerned outsourced person and the Service Provider shall be liable jointly and severally to face all types of actions including compensatory recovery.

8.33. Increase and decrease of number of persons: The Purchaser may increase or decrease the number of persons supplied for performance of outsourced services at any time depending upon the work in the office of the Purchaser and the service provider shall be bound to increase or decrease the number of persons supplied for performance of outsourced services on receipt of such a request from the Purchaser.

provides for deduction of tax by the Government Agencies (Deductor) or any other person to be notified in this regard, from the payment made or credited to the supplier (Deductee) of taxable goods or services or both, where the total value of such supply, under a contract, exceeds two lakh and fifty thousand rupees.

- 8.34. Performance Guarantee:** On being selected, the bidder will have to pay performance guarantee @ 3% of value of the work by Bank Guarantee in accordance with procedure prescribed in GeM in favour of Zonal Accounts Office, Central Board of Direct Taxes, Guwahati, State Bank of India, PAN BAZAR, Guwahati through demand draft. This should be valid for 60 (sixty) days from date of completion of work within 3 days of award of contract. In case of failure to do so, Purchaser shall be entitled to cancel the award to the defaulting bidder and to award the contract to second best bidder. The Performance security deposit shall have to remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. The Performance security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by this Notice.
- 8.35. Execution of contract:** The successful bidder shall enter into a contract by signing agreement as well as copy of this RFQ with the Purchaser for supply of manpower for performance of outsourced services at the terms and conditions specified in this RFQ. The contract will be valid for a period of 02 (two) years commencing from 01.05.2023 up to 30.04.2025.
- 8.36. Amendment:** The contract under this RFQ may be amended without floating new Tender if directed by any authority superior to the Purchaser and if agreed by the Service Provider.
- 8.37. Extension of agreement:** The contract/agreement is extendable for 1 (one) more year, i.e., up to 30.05.2026, at the sole discretion of Purchaser subject to policy guidelines of the Department and satisfactory performance of the Service Provider and, if required, with such amendments/modifications of terms and conditions as may be mutually agreed to including rise in wages/service charges taking into account the increase in minimum wages by the Government of India after the contract comes into force.
- 8.38. Revision of contract and wage rates:** The contract between the Purchaser and the Service Provider shall stand revised to the extent of rate of wages payable as and when minimum wages are revised by the Central Government.
- 8.39. Termination of contract by Service Provider by giving 2 (two) months' notice:** The original contract or a new contract for incorporating additional terms and conditions/for extension of the period of validity of the original contract can be terminated by Service Provider by giving 2 (two) months' notice in advance.
- 8.40. Termination by Purchaser giving 1 (one) month's notice:** Purchaser can terminate the agreement and engage any other Service Provider giving 1 (one) month's notice if any

one or more of the terms & conditions mentioned in this RFQ or agreement are not fulfilled or violated or any of the rules and regulations made by the Government makes it necessary to do so.

8.41. Prohibition against subcontract etc.: Service provider shall not assign, transfer, pledge or sub-contract the services of the person(s) without prior consent of Purchaser.

8.42. Service provider entitled to only service charges only: Service provider shall be entitled to only the service charges as claimed in the Financial Bid and not be entitled to demand or deduct any amount from the person(s) supplied to the Purchaser in the name of application fees, processing fees/charges, security fees/charges, verification fees/charges or any other fees/charges by whatever name called for recruiting or engaging them in the office of the Purchaser. If any such instance comes to the knowledge of the Purchaser, the Service Provider shall be liable to cancellation of award of contract or blacklisting or penalty or prosecution in court of law as may be decided by Purchaser.

8.43. Prohibition against misleading or malicious publicity prejudicial to the image of the Purchaser authority or Income Tax Department and Government of India: Service Provider shall not term or call or write or publicize in any manner the deployment of persons in pursuance of this RFQ as giving job as employees of Income Tax Department or recruitment in Income Tax Department. If Service Provider wants to place any advertisement or publicity in this regard anywhere, he shall be bound to submit application for permission at least 15 days in advance and obtain permission in writing. Failure to do so shall make him liable to cancellation of award of contract or blacklisting or penalty or prosecution in court of law as may be decided by Purchaser.

8.44. Withdrawal of personnel: On expiry of the contract, Service provider shall withdraw all its personnel from 0000 hours midnight of the day immediately succeeding the date on which contract expires.

8.45. Prohibition against engagement of minors: It shall be ensured by the Service Provider that the persons supplied and deployed by the Service Provider with the Purchaser for performance of outsourced services shall not be minors²⁰ or prosecuted in any court of law or convicted for any offence or blacklisted/rusticated/expelled by any other office. They must be citizens of India.

8.46. Single quotation will also be entertained: In case a single quotation is received in response to the notice for inviting quotations, the contract may be awarded to that single participant provided all terms and conditions mentioned in this RFQ are fulfilled by the participating Service provider.

²⁰ As stipulated in Section 3(1) of Indian Majority Act, 1875

8.47. Right to award part-contract to different bidders: Purchaser reserves the right to award the agreement/contract to different Service Providers in respect of requirements in different categories of person(s).

8.48. Arbitration of disputes: In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Principal Commissioner of Income Tax, VU-1, Jorhat, whose decision shall be final and binding on both the parties.

8.49. Jurisdiction with courts in Jorhat only: Any dispute regarding any matter related to this RFQ or subsequent matters arising out of this RFQ shall be subject to the jurisdiction of the Court(s) at Jorhat (Assam) only.



(Puni Kaikho)

Administrative Officer, Gr-II

O/o Commissioner of Income Tax (Appeal Unit)-1, Jorhat

Email ID: Jorhat.cit1.appeal.unit@incometax.gov.in

Copy to:-

1. Web Master, Income Tax Department, for uploading the document on the website www.incometaxindia.gov.in
2. <https://gem.gov.in>
3. Notice Board of office of the Commissioner of Income Tax, (Appeal Unit)-1, Jorhat Station-Jorhat, 3rd Floor, Bhargav, Height, T. R. Phukan Road, Cholahara, Jorhat, Assam-785001

FORM FOR FURNISHING TECHNICAL BID	
Name of the Purchaser: Government of India, Ministry of Finance, Income Tax Department represented by Commissioner of Income Tax (Appeal Unit) -1, Jorhat, Station – Jorhat, 3 rd Floor, Bhargav Heught, T. R. Phukan Road, Cholahara Jorhat — 785001, Assam	
Details of the Bidder	
Bidder's Name and Address (Please attach self-attested documentary proof of the Name and Address)	
Bidder's Phone No.	
Bidder's Mobile no(s).	
Bidder's Fax No.	
Bidder's Email ID	
Name(s) of the Proprietor or all Partners or Directors of the Bidder	
Cell Phone Numbers of the Proprietor or all Partners or Directors of the Bidder	
Name(s) of the Principal Officer or Authorized officer/signatory of the Bidder	
Cell Phone Numbers of the Principal officer or Authorized officer/signatory of the Bidder	
Name, Address and Account No. of the Banker of the Bidder	
Bidder's Registration No./CIN (Please attach self-attested documentary proof)	

Bidder's PAN (Please attach self-attested photocopy)	
Bidder's TAN (Please attach self-attested documentary proof)	
Bidder's GST No. (Please attach self-attested documentary proof)	
Bidder's Provident Fund Registration No. (Please attach self-attested documentary proof)	
Bidder's ESIC Registration No. (Please attach self-attested photocopy)	
Any Other Information explaining how the Bidder is suitable and capable to do the job mentioned in the RFQ	
Eligibility of the Service Provider	
Is the Bidder in the business of supply of manpower for more than 3 years? (Please indicate Yes or No)(Please attach proof of the same)	
Is the turnover/gross receipt of the Bidder more than Rs. 15 (fifteen) lakh per year for the last three years?(Please indicate Yes or No)	
Is the Bidder regularly assessed to Income Tax for the last three years? (Attach copy of ITR — V or acknowledgement of filing return)	

Undertaking:

I/We hereby declare that:

- (i) I/We have not been debarred or blacklisted under any provision of General Financial Rules or any other statute, Rules or regulations by any authority including the Purchaser or any other office of Income Tax Department
- (ii) I/We am/are in the business of supplying manpower to Government departments and private organizations of repute for at least 3 years (Relevant work orders are enclosed with Technical bid)

- (iii) I/ We have a minimum turnover/gross receipt of Rs. 15 Lakh per year in FYs 2019-20 to 2021-22
- (iv) I/ We have valid PAN²¹, TAN²² and GST²³ number and I/We am/are registered with the Employees Provident Fund (EPF) and Employees State Insurance (ESI) (copies of relevant cards and evidence of filing Income Tax returns, Tax Deduction at Source (TDS) statements and GST returns for FY 2019-20, 2020-21 and 2021-22 are enclosed with Technical bid)
- (v) I/We have the necessary license for supply of Skilled/clerical worker, as required as per the prevailing rules and regulations of the Central Government or Government of Assam
- (vi) I/We am/are competent and eligible to do the job mentioned in RFQ in all respects under all laws
- (vii) I/We am/are able to provide manpower of above eligibility and preference criteria
- (viii) I/ We do not have any criminal record or criminal antecedents or any criminal proceedings pending against me/us.
- (ix) **I/We am/are capable to pay wages and connected other amounts like EPF etc. from my/our own resources up to 3 (three) months and I/ we undertake not to delay payment of these beyond 7th day of next month as required under Section 17(1) of The Code on Wages, 2019 and Rule 21(1)(i)(a) of The Minimum Wages (Central) Rules, 1950. I also understand that in case of failure in this respect, my/our Performance Security may be encashed by Purchaser for meeting the payment.**
- (x) I/We accept that if I/we withdraw or modify my/our Bid during the period of validity, or if I/we am/are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for a period of 1 (one) year from date of publication of this RFQ from being eligible to submit Bids for contracts with the Purchaser, i.e., authority that invited this Bid.
- (xi) If selected, I/We shall make manpower (proposed to be supplied) available for personal interview, skill test and verification of papers, credentials and antecedent within 3 days of placement of Purchase Order
- (xii) If selected, I/We shall confirm my/our preparedness by and provide the manpower w.e.f. 01.05.2023.
- (xiii) If selected, I/We shall deposit ESI, EPF, GST, Income Tax TDS and all other deductions/ contributions within time scrupulously as are/ may be legally required

²¹ *Permanent Account Number*

²² *Tax Deduction Account Number*

²³ *Goods and Services Tax*

from time to time. In case of any malpractice in this regard I/ We shall be liable to any penal action including recovery, termination or penalty etc.

- (xv) If selected, I/We shall make proper arrangement to respond to calls and communications made by the Purchaser and supervise and manage the work of manpower provided by me/us.
- (xvi) I/ We agree with all the terms and conditions as mentioned in the RFQ and as testimony of my/our agreement I/ We put my/our signature below each page

I/We hereby certify that the information furnished above is true and correct to the best my/our knowledge. I/We understand that in case any deviation is found in the above statement at any stage, I/We will be blacklisted for this tender and for a further time as stipulated in the law and will not have any dealing with the Income tax Department in future.

(Signature of Authorized signatory)

Name.....

Mobile No

Email ID.....

Date.....

Place

FORM FOR FURNISHING FINANCIAL BID

Name of the Purchaser: Government of India, Ministry of Finance, Income Tax Department (represented by Commissioner of Income Tax, (Appeal Unit) -1, Jorhat, station – Jorhat, 3 rd Floor, Bhargav Height, T. R. Phukan Road, Choladhara, Jorhat — 785001, Assam)	
Details of the Bidder	
Bidder's Name and Address (Please attach self-attested documentary proof of the Name and Address)	
Bidder's Phone No.	
Bidder's Mobile no(s).	
Bidder's Fax No.	
Bidder's Email ID	
Name(s) of the Proprietor or all Partners or Directors of the Bidder	
Cell Phone Numbers of the Proprietor or all Partners or Directors of the Bidder	
Name(s) of the Principal Officer or Authorized officer/signatory of the Bidder	
Cell Phone Numbers of the Principal officer or Authorized officer/signatory of the Bidder	
Name, Address and Account No. of the Banker of the Bidder	
Bidder's Registration No./CIN (Please attach self-attested documentary proof)	
Bidder's PAN (Please attach self-attested photocopy)	
Bidder's TAN (Please attach self-attested documentary proof)	
Bidder's GST No. (Please attach self-attested documentary proof)	
Bidder's Provident Fund Registration No. (Please attach self-attested documentary proof)	
Bidder's ESIC Registration No. (Please attach self-attested photocopy)	

Any Other Information explaining how the Bidder is suitable and capable to do the job mentioned in the RFQ	
Details of the rates and total value of the contract in respect of Highly Skilled Manpower	
Total monthly Rate per unit Manpower at which Bidder is willing to supply the Manpower	
Skilled Worker	
Break-up:	
Particulars	Highly Skilled
Minimum wages as per latest notification by Chief Labour Commissioner (Central) (Rs)	
EPF (Rs)	
ESI (Rs)	
GST (Rs)	
Service charges (Rs)	
Others, if any (Rs.)	
Total (Rs)	

UNDERTAKING

I/We hereby undertake to abide by the rates quoted above. I/We hereby certify that the information furnished above is true and correct to the best my/our knowledge. I/We understand that in case any deviation is found in the above statement at any stage, I/We will be blacklisted for this tender and for a further time as stipulated in the law and will not have any dealing with the Income tax Department in future.

(Signature of Authorized signatory):

Name

Mobile No

Email ID.....

Date

Place'

PARTICULARS AND UNDERTAKING TO BE FURNISHED BY OUTSOURCED MANPOWER	
Photo	
Name (please attach self-attested documentary proof)	
Date of Birth (please attach self-attested documentary proof)	
Father's Name	
Address (please attach self-attested documentary proof)	
Educational Qualification (please attach self-attested documentary proof)	
Are you Citizen of India (Indicate Yes or No)	
Do you have any experience of working in any office of Commissioner of Income Tax ? (Indicate Yes or No if yes please provide details)	
Do you have any experience of working in any office of the Central Government or the State Government ? (Indicate Yes or No. If yes, please provide details)	
Do you have any experience working with soft-wares like Windows, MS office, Excel etc.? (Indicate Yes or No)	
Are you well versed in the languages of Hindi and English? (Indicate Yes or No)	
Do you have any past criminal record? (Indicate Yes or No and if yes, provide details about whether you have been exonerated of the criminal charges along with the proof of the same)	
Signature of the Person to be deployed:	
Signature and Stamp of the Service provider attesting the aforesaid details of the Person proposed to be deployed:	

Undertaking:

1. I possess all the qualification and experience as per eligibility criteria mentioned in Chapter 3 of RFQ document
2. I shall not disclose any information that I may come across or know in course of work in Income Tax Office in pursuance of deployment under the RFQ. I shall not bring or use my personal pen drive etc. storage device or transfer any data or information by email while working in the office of Income Tax Department.
3. I shall abide by all the terms and conditions of confidentiality, discipline, punctuality etc. as mentioned in the RFQ.
4. I understand that the Income Tax Department has the absolute right to seek and obtain from Service Provider a replacement personnel in my place if my attendance, performance, conduct or integrity is not satisfactory and I fail to abide by the terms and conditions mentioned in this RFQ document.
5. I understand that, if deployed by Service Provider, I shall not be an employee of Income Tax Department and I shall not claim recruitment or absorption in any manner whatsoever in Income Tax Department following my work as outsourced person under this RFQ or otherwise. Further, I shall not claim any right to continued deployment under same or new Service Provider after expiry of current agreement.

Signature:

Name:

Mob. No.:

Email ID. :

Date :

Place:

FOR ANY CLARIFICATION PLEASE CONTACT:

1. Shri. Puni Kaikho, Administrative Officer, Gr-II,
O/o CIT (Appeal Unit)-1, Jorhat,
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