

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-03-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-03-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Department Of Revenue
संगठन का नाम/Organisation Name	Central Board Of Direct Taxes (cbdt)
कार्यालय का नाम/Office Name	Oncome Tax Office Batala
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Skilled; Graduate; Admin , Manpower Outsourcing Services - Minimum wage - Unskilled; High School; Others
अनुबंध अवधि /Contract Period	1 Year(s) 2 Month(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	1700000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

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

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

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:The service provider must have its principal place of business (Not any branch) in Amritsar, Batala or Gurdaspur, Punjab should have executed manpower service of Rs.20 lakh in last two financial year

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each

contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:The service provider must have its principal place of business (Not any branch) in Amritsar, Batala or Gurdaspur, Punjab should have executed manpower service of Rs.20 lakh in last two financial year

Scope of work & Job description:[1772538593.pdf](#)

In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.:[1772539729.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:[1772539781.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Skilled; Graduate; Admin (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	Graduate
Type of Function	Admin
List of Profiles	Data Entry Operator
Specialization	ITBA
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Punjab
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	0

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

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

No

अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	KAMAL CHOUDHARY	143505,INCOME TAX OFFICE, Shastri Nagar ,Batala	1	<ul style="list-style-type: none">• Minimum daily wage (INR) exclusive of GST : 899• Bonus (INR per day) : 0• EDLI (INR per day) : 0• EPF Admin Charge (INR per day) : 117• Optional Allowances 1 (INR per day) : 0• Optional Allowances 2 (INR per day) : 0• Optional Allowances 3 (INR per day) : 0• Estimated Number of Overtime Hours per Resource per Month : 0• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0• ESI (INR per day) : 29• Provident Fund (INR per day) : 0• Number of working days in a month : 26• Tenure/ Duration of Employment (in months) : 14

Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others (3)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Unskilled
Educational Qualification	High School
Type of Function	Others
List of Profiles	Office Peon
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Punjab
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0
Designation	0

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	KAMAL CHOUDHARY	143505,INCOME TAX OFFICE, Shastri Nagar ,Batala	3	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 617 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 80 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 20 • Provident Fund (INR per day) : 0 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 14

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Terms and Conditions to be satisfied by the service provider/contractor

- (i) That the service provider/contractor will provide the services of **1 (one) Skilled Contract worker and 3(three) Un-skilled contract workers(One Peon, One Watchman and One Sweeper)** for the Income Tax Office, Batala for a period of 14 months from **01.04.2026 to 31.05.2027**. The service provider/contractor shall ensure the deployment of Skilled and Un-skilled contractual workers on 01.04.2026 strictly.
- (ii) The tender for contractual workers be awarded for a period of 14 months only i.e. for the period from 01.04.2026 till 31.05.2027
- (iii) **The service provider/contractor must have its principal place of business (Not any branch) in Amritsar, Batala or Gurdaspur, Punjab as on 01.01.2024 and should have requisite financial capacity.** Evidence of the same are required. (Mandatory for all bidders, including MSMEs as well as start-up).
- (iv) **Registered Office Location Requirement:** The bidder must have its principal place of business located within the municipal limits of **Amritsar, Batala or Gurdaspur**. For the purpose of this tender, a principal shall mean the principal place of business as recorded with the Registrar of Companies (ROC) or relevant statutory authority, from where the company's core managerial, administrative and financial control functions are exercised. **Branch offices, liaison offices, site offices, virtual offices, shared workspaces, or any other temporary or secondary establishments in Amritsar Batala or Gurdaspur shall not be considered as meeting this eligibility criterion.**
- The bidder must have maintained the principal place of business in Amritsar, Batala or Gurdaspur from 01.01.2024.
- The bidder shall submit documentary evidence including, but not limited to:
- Proof of continuous operation (electricity bill, Tax Return, Property tax receipt, lease deed, or ownership document)
 - GST registration showing the same address
- Any bidder found to have shifted or created an address in Amritsar, Batala or Gurdaspur solely for the purpose of qualifying for this tender shall be disqualified, and such misrepresentation shall be treated as a material breach, liable for rejection of the bid at the Technical Evaluation Stage.**
- (v) The Bidder must have successfully executed manpower service contracts on a continuous basis during the preceding three financial years (FY 2022-23, 2023-24 and 2024-25), with a minimum value of **₹20 lakh** in any two financial year, through the Government e-Marketplace (GeM). The Bidder shall upload the corresponding work orders and satisfactory work completion certificates issued by the respective buyer departments as documentary evidence.(Mandatory for all bidders, including MSMEs as well as start-up)
- (vi) The Service Provider / Contractor shall possess **sound financial capacity** to execute the contract. In this regard, the Bidder must maintain a **minimum available b**

ank balance of ₹15,00,000/- (Rupees Fifteen Lakh only) as on the date of submission of the tender. The Bidder shall upload **documentary proof** in the form of a **bank statement issued by a scheduled commercial bank**, clearly reflecting the required minimum balance as on the tender submission date. The bank statement should be **duly authenticated** by the issuing bank. **This financial eligibility criterion is mandatory for all bidders**, including **MSMEs and Start-ups**, and non-compliance shall render the bid **liable to rejection**.

- (vii) The Service Provider / Contractor shall ensure that salaries to the **deployed manpower are paid on or before the 7th of every month**, strictly at the prevailing rates as decided by the O/o CCIT -1, Amritsar, through bank accounts only. Proof of such payment shall be submitted along with the bill for the subsequent month.
- (viii) **In case of delay in bill processing the contractor shall still ensure payment to workers by the 7th of every month. Payment to workers must not be linked to settlement of the contractor's bills.**
- (xi) The contractor must provide monthly salary calculation sheets, EPF/ESIC/ challans, a ECR and Bank Statement as proof of compliance by the 10th of every month. Monthly compliance scrutiny will be conducted by O/o Drawing and Disbursing Officer Batala, and the cost shall be borne by the contractor. Non-compliance may lead to contract termination.
- (ix) As per mandatory requirements bidders quoting below minimum wages or failing to quote statutory charges (ESI, EPF, GST, etc.) shall be disqualified. Kindly note that the EPF and ESI Charges will be governed as per their respective Acts and Rules.
- (x) Any Bidder quoting the service charge more or less than 3.85%, shall be summarily rejected. This percentage represents the Service Charges payable to the contractor which is fixed as 3.85% as per the Department of Expenditure, Procurement Policy Division O.M. Reference:-No.F.6/1/2023-PPD dated 06.01.2023 (copy attached)
- (xi) The Bidder must have the requisite licenses for providing manpower and must be registered the Contract under Labour Commission (Regulation & Abolition) Act, 1970.
- (xii) All relevant documents have to be uploaded on GeM portal. Any submission by way of email, Postal dak, courier, telephonic submissions, etc., along with conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- (xiii) Delay in submission of receipts of EPF/ESI (or) less deposit of EPF/ESI is not acceptable and shall entail cancellation of the Contract. Further, the matter will be brought to the notice of PF/ESI Department so that action can be initiated against the defaulted vendor under the relevant provisions of the respective Acts and Rules.

(xiv) The contractual workers shall be allowed three national holidays - 26th Jan, 15th Aug and 2nd Oct for which no deduction in wages shall be made for such national holidays and the same shall be treated as paid holidays in accordance with applicable labour laws and Government instructions.

Note:-It has been observed during past contractual engagements that MSME and start-up vendors often face financial and cash-flow constraints. As a result, they are unable to ensure timely payment of salaries to the deployed manpower and delay the deposit of statutory dues such as ESI, EPF, and other mandatory allowances. Such delays adversely affect the welfare of the deployed manpower and may expose the Department to legal, statutory, and audit-related risks.

Therefore, in order to safeguard the interests of the deployed personnel, ensure strict compliance with statutory obligations, maintain smooth and uninterrupted service delivery, and uphold a fair and transparent tender process, no exemption from the mandatory tender conditions shall be granted to any bidder, including MSMEs or start-ups.

(Kamal Choudhary)
I.T.O(Ward 1) cum D.D.O
Batala

Batala

ADDITIONAL TERMS & CONDITIONS (ATC)

A. General Conditions to be satisfied by the service provider/contractor

- (i) That the service provider/contractor will provide the services of **1 (one) Skilled Contract worker and 3(three) Un-skilled contract workers(One Peon, One Watchman and One Sweeper)** for the Income Tax Office, Batala for a period of 14 months from **01.04.2026 to 31.05.2027.**
- (ii) That the buyer party shall pay to service provider/contractor as is agreed in next para.
- (iii) That the services and compensation of services referred to in clauses 1 and 2 above would be as follows-

S.No.	Type	Rate per day (in Rs.)	Commission
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1	Manpower Outsourcing Services - Minimum wage* Skilled and Un-skilled, Semi-Skilled	Rs. 617/- + ESIC+EPF (Excluding GST)	As per bid quote by the second party in his/her tender.
2	Manpower Outsourcing Services - Minimum wage* Skilled: Data Entry Operators	Rs. 899/- + ESIC+EPF (Excluding GST)	As per bid quote by the second party in his/her tender.

(*) Note: The minimum wages are fixed by the CCIT, Amritsar vide order bearing F. No. CIT/ASR/DEO/2022-23/249 dated 19.05.2022. The copy of said order has been uploaded in the BID document.

- (iv) The service provider/contractor must have its principal place of business in Amritsar, Batala or Gurdaspur Punjab as on 01.01.2024 and should have requisite financial capacity. Evidence of the same are required. (Mandatory for all bidders, including MSMEs as well as start-up)
- (v) Registered Office Location Requirement: The bidder must have its principal place of business located within the municipal limits of Amritsar Batala or Gurdaspur. For the purpose of this tender, a principal shall mean the principal place of business as recorded with the Registrar of Companies (ROC) or relevant statutory authority, from where the company's core managerial, administrative and financial control functions are exercised. Branch offices, liaison offices, site offices, virtual offices, shared work spaces, or any other temporary or secondary establishments in Amritsar Batala or Gurdaspur shall not be considered as meeting this eligibility criterion.
- The bidder must have maintained the principal place of business in Amritsar Batala or Gurdaspur from 01.01.2024.
- The bidder shall submit documentary evidence including, but not limited to:
- Proof of continuous operation (electricity bill, Tax Return, Property tax receipt, lease deed, or ownership document)
 - GST registration showing the same address
- Any bidder found to have shifted or created an address in Amritsar Batala or Gurdaspur solely for the purpose of qualifying for this tender shall be disqualified, and such misrepresentation shall be treated as a material breach, liable for rejection of the bid at the Technical Evaluation Stage.
- (vi) The Returns of PF/ESI should have been filed at Punjab state address. Evidence of the same is required.
- (vii) The service provider/contractor should have **at least 3 years' experience** in providing of Manpower Outsourcing Services in any Central Government office and the experience certificate should also be attached with the technical bid.
- (viii) The Annual Turnover of the service provider/contractor should not be less than Rs.

50 Lakhs for each of last three Financial Years 2022-23, 2023-24 and 2024-25 and a certified copy of balance sheet and profit and loss account and Income Tax Returns for AY 2023- 24, AY 2024-25 and AY 2025-26 must be enclosed as proof.

- (ix) The Bidder must have successfully executed manpower service contracts on a continuous basis during the preceding three financial years (FY 2022-23, 2023-24 and 2024-25), with a minimum value of ₹20 lakh in any two financial year, through the Government e-Marketplace (GeM). The Bidder shall upload the corresponding work orders and satisfactory work completion certificates issued by the respective buyer departments as documentary evidence. (Mandatory for all bidders, including MSMEs as well as start-up)
- (x) **The Service Provider / Contractor shall possess sound financial capacity to execute the contract. In this regard, the Bidder must maintain a minimum available bank balance of ₹15,00,000/- (Rupees Fifteen Lakh only) as on the date of submission of the tender. The Bidder shall upload documentary proof in the form of a bank statement issued by a scheduled commercial bank, clearly reflecting the required minimum balance as on the tender submission date. The bank statement should be duly authenticated by the issuing bank. This financial eligibility criterion is mandatory for all bidders, including MSMEs and Start-ups, and non-compliance shall render the bid liable to rejection.**
- (xi) The agency shall ensure that salaries to the deployed manpower are paid on or before the 7th of every month, strictly at the prevailing rates as decided by the O/o CCI T -1, Amritsar, through bank accounts only. Proof of such payment shall be submitted along with the bill for the subsequent month.
- (xii) **In case of delay in bill processing the contractor shall still ensure payment to workers by the 7th of every month. Payment to workers must not be linked to settlement of the contractor's bills.**
- (xi) The contractor must provide monthly salary calculation sheets, EPF/ESIC/ challans, a ECR and Bank Statement as proof of compliance by the 10th of every month. Monthly compliance scrutiny will be conducted by O/o Drawing and Disbursing Officer Batala, and the cost shall be borne by the contractor. Non-compliance may lead to contract termination.
- (xiii) As per mandatory requirements bidders quoting below minimum wages or failing to quote statutory charges (ESI, EPF, GST, etc.) shall be disqualified. Kindly note that the EPF and ESI Charges will be governed as per their respective Acts and Rules.
- (xiv) Any Bidder quoting the service charge more or less than 3.85%, shall be summarily rejected. This percentage represents the Service Charges payable to the contractor which is fixed as 3.85% as per the Department of Expenditure, Procurement Policy Division O.M. Reference:-No.F.6/1/2023-PPD dated 06.01.2023 (copy attached)
- (xv) The service provider/contractor should have valid service tax registration/ GST and PAN/TAN which is to be quoted in the sealed quotation and it should never be defaulted to make the above payment.

- (xvi) The Bidder must have the requisite licenses for providing manpower and must be registered the Contract under Labour Commission (Regulation & Abolition) Act, 1970 .
- (xvii) All relevant documents have to be uploaded on GeM portal. Any submission by way of email, Postal dak, courier, telephonic submissions, etc., along with conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- (xviii) The service provider/contractor should be registered with ESIC & EPF authorities and the attested copies of proof thereof should be provided along with the technical bid.
- (xix) Any financial bid containing zero percent commission rates will be rejected to avoid any fictitious Service provider.
- (xx) It would be the responsibility of the contractor to make alternate arrangements if for some reason workers/staff is not available. In case the manpower is not available, no payment will be made for the day for that person; rather a penalty equivalent to cost per day of manpower will be levied and deducted from the monthly bill.
- (xxi) The requirement of this office may further increase or decrease during the period of contract and the contracting agency would have to provide additional manpower, if required on the same terms and conditions.
- (xxii) If Buyer requires additional manpower during the contract period; Buyer shall inform about the same with specific requirements to the Service Provider 2 days prior to the employment start date.
- (xxiii) The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer in case of any emergencies.
- (xxiv) The bills have to be submitted along with the acknowledgement/proof of payment. The contractor should also maintain all relevant registers, records and accounts & produce the same to this office as and when required.
- (xxv) The workers have to be paid for only the number of days they have worked.
- (xxvi) In case there are complaints against any Worker, he/she should be reprimanded/ replaced immediately.
- (xxvii) This office could ask the contractor to increase or reduce workers depending on the need on same terms and conditions.
- (xxviii) 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:-

S.No.	Nature of Default	Penalty of Rs.
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1	Late Reporting	Rs. 100/- per day per worker
2	Non Reporting	Rs. 1,000/- per day per worker
3	Refusal of duties	Rs. 1,000/- per instance
4	Non-observance of dress-code, if any	Rs. 100/- per instance
5	Change of personnel without prior permission	Rs. 1,000/- per instance

(xxix) The “Controlling Authority” will be Income Tax Officer Ward-1 cum Drawing & Disbursing Officer Batala in this matter.

B. Other conditions

- (i) The persons engaged by the Contracting Agency/Service Provider will be in the employment of the Contracting Agency/Service Provider only. There will not be any employer-employee relationship between the persons deployed by the service provider/contractor and the Income-tax department. Department/office will not involve in any dispute between the service provider and workers of the service provider/contractor.
- (ii) The service provider/contractor shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
- (iii) All damages caused by the personnel to the property of the office shall be recovered from the service provider/contractor.
- (iv) This office reserves the right to extend the contract further, on the same terms and conditions subject to satisfactory performance of the service provider/contractor.
- (v) No other person except service provider/contractor’s authorized representatives shall be allowed to enter the offices.
- (vi) Aadhaar/PAN Numbers of each workers will be verified by the service provider/contractor and they will be allowed to work in this office only after proper police verification. Proper identification card shall be provided by the service provider/contractor to the person deployed as Skilled and Un-skilled workers and it must be ensured that the same are worn to work & ID Cards are displayed on person.
- (vii) The service provider/contractor shall ensure that workers deployed by it maintain discipline of the highest order and that they restrict themselves to their assigned work only.
- (viii) Any incidence of inappropriate behavior by any of the Skilled and Un-skilled and will lead to breach of agreement and will be sufficient cause for termination of agreement.

ent if such person is not removed immediately.

- (ix) Notwithstanding anything contained herein, this office reserves the right to terminate the services of the service provider/contractor at any time without giving any notice or reasons whatsoever.
- (x) The Service provider/contractor will have to issue wearable photo identity cards of its persons & the Skilled and Un-skilled will be required to display it all time while in office failing which the person may be asked to leave the premises & penalty of Rs. 100/- on each instance of failure will be levied.
- (xi) The contractual workers shall be allowed three national holidays - 26th Jan, 15th Aug and 2nd Oct for which no deduction in wages shall be made for such national holidays and the same shall be treated as paid holidays in accordance with applicable labour laws and Government instructions.
- (xii) The Service Provider shall provide documentary proof for the qualification and experience of the manpower deployed by them. The resume, qualification and experience of the said manpower should be certified by the Service Provider. In case any of such documents are found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
- (xiii) The bill shall be submitted by the service provider/contractor on or before 7th of the following month. At the time of submission of bill for payment, the contractor/service provider should submit the proof for the previous payment made towards statutory liabilities. The service provider/contractor shall make only statutory deduction from the wage paid to the personnel. Payments shall be made only to the contracting agency and on monthly basis as per actual services. The service provider/contractor has to raise invoices in the first week of the next month for the services rendered in this month. The department shall make payment according to the availability of the funds.

C. LEGAL

- (i) The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Employees State insurance, Provident Fund and other labour laws etc. in respect of the persons deployed by it in this Office every month as this office has no privity of contract with the employees.
- (ii) The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Income Tax Office, Shastri Nagar Batala, to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (iii) The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law
- (iv) The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.
- (v) In case, the tendering Agency fails to comply with any statutory/taxation liability under a

appropriate law and as a result thereof the Office is put to any loss/obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.

- (vi) Delay in submission of receipts of EPF/ESI (or) less deposit of EPF/ESI is not acceptable and shall entail cancellation of the Contract. Further, the matter will be brought to the notice of PF/ESI Department so that action can be initiated against the defaulted vendor under the relevant provisions of the respective Acts.
- (vii) All existing statutory regulations of Central Government shall be adhered to by the service provider/contractor 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.

General terms and conditions & nature of duties for 1 (one) Skilled Contract worker and 3(three) Un-skilled contract workers(One Peon, One Watchman and One Sweeper)

General terms and conditions & nature of duties for Data Entry Operators (DEOs)

- (i) The personnel should preferably be Graduate with English as one of the subjects.
- (ii) The personnel should have minimum speed of typing at 40 wpm in English and same speed in Hindi preferably though not compulsory. Also persons who have shorthand knowledge be preferably deployed.
- (iii) The person should possess hands on working knowledge of software such as MS Word, MS Excel and MS Power Point etc. Web based networking, Tally and hardware of computer.
- (iv) Typing on MS Word and preparing reports on MS Excel, Preparing presentation on MS Power point
- (v) Taking dictation and drafting and working in word/excel/any other software used in department.
- (vi) Cleaning and keeping in good working condition of computers, printer, fax machine, copier, scanner or any other office equipment's being used by them, printing of documents and any other work assigned by the superior authority.
- (vii) Any other work assigned to them like assistance to regular staff in carrying of files & other papers within the building, Physical Maintenance of records of the section, General Cleanliness and upkeep of the section/unit, Assisting in routine office work like diary, dispatch etc., including on computer, Photocopy, sending of FAX etc., Other non-clerical work in the section/unit.
- (viii) The normal working hours of the DEOs will be from 09:30 AM to 06:00 PM, if necessary even on holiday, with ½ hour lunch time break. The work shall be done on all working days and payment will be made on the basis of attendance. Where necessary DEOs and will be required to work even on Saturday, Sunday and any other holidays, as ordered by controlling officer.
- (ix) The total number of DEOs deployed shall be at the sole discretion of this office.
- (x) The personnel, if not found working satisfactorily, must be replaced by the Service provider immediately.

- (xi) The personnel should be punctual and should complete the work assigned to them promptly and meticulously.

The personnel should report to the officer in charge assigned by this office

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Duties of Peon:-

- (i) The personnel should preferably be Matric qualified with Punjabi as one of the subjects.
- (ii) Maintaining the cleanliness of office building and premises.
- (iii) Any other work assigned to them like assistance to regular staff in carrying of files & other papers within the building, Physical Maintenance of records of the section, General Cleanliness and upkeep of the section/unit, Assisting in routine office work like diary, dispatch etc., including on computer, Photocopy, sending of FAX etc., Other non-clerical work in the section/unit.

Duties of Watchman:-

- (iv) The personnel should preferably be Matric qualified with Punjabi as one of the subjects.
- (v) Maintaining the security of office building and premises 24x7 all working and Non-working days.
- (vi) Any other work assigned to them like assistance to regular staff in carrying of files & other papers within the building, Physical Maintenance of records of the section, General Cleanliness and upkeep of the section/unit, Assisting in routine office work like diary, dispatch etc., including on computer, Photocopy, sending of FAX etc., Other non-clerical work in the section/unit.

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Duties of Sweeper

- (vii) The personnel should preferably be Matric qualified with Punjabi as one of the subjects.
- (viii) Maintaining the cleanliness of office building and premises, washrooms etc.
- (ix) Any other work assigned to them like assistance to regular staff in carrying of files & other papers within the building, Physical Maintenance of records of the section, General Cleanliness and upkeep of the section/unit, Assisting in routine office work like diary, dispatch etc., including on computer, Photocopy, sending of FAX etc., Other non-clerical work in the section/unit.
- (x) The normal working hours of the Skilled and Un-skilled will be from 09:30 AM to 06:00 PM, if necessary even on holiday, with ½ hour lunch time break. The work shall be done on all working days and payment will be made on the basis of attendance. Where necessary Skilled and Un-skilled workers will be required to work even on Saturday, Sunday and any other holidays, as ordered by controlling officer.
- (xi) The total number of Skilled and Un-skilled workers deployed shall be at the sole discretion of this office.
- (xii) The personnel, if not found working satisfactorily, must be replaced by the Service provider immediately.

- (xiii) The personnel should be punctual and should complete the work assigned to them promptly and meticulously.
- (xiv) The personnel should report to the officer in charge assigned by this office.

D. Generic

- (i) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actual or as per applicable rates (whichever is lower), subject to the maximum of quoted GST percentage.
- (ii) Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder to upload undertaking to this effect with bid.

Financial Conditions

- (i) The service provider/ contractor will have to specify the amount to be charged by it towards Service charges/commission for providing the Semi-Skilled and Unskilled workers. It may be noted that in order to eliminate frivolous bids and disguised charges/deduction from wages of personnel, service providers bidding at zero percentage commission shall be disqualified.
- (ii) In case multiple Service providers quoting same rates the competent authority will decide the allocation based upon their capital position and past contract experience with own and other government departments.
- (iii) Schedule of Requirement- An affidavit (or the stamp paper of Rs. 100/-) is required to be submitted by the successful Service provider at the time of award of contract regarding the fact that the persons employed by the contractor shall be the employees of the Service provider for all intents and purposes and, in no case employer-employee relationship between the said persons and the Income Tax Office Batala shall accrue implicitly or explicitly and the Service provider shall solely be responsible for providing all the statutory benefits (as per relevant laws) e.g. EPF, ESI to eligible Staff employed by it. The affidavit should also contain a declaration that Service provider 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 Service provider. The affidavit should also contain a declaration that the Service provider shall take care of all other statutory liabilities as well) in the most sincere manner and shall solely be responsible for the same.

E. IMPORTANT NOTE

Bidder should ensure that the following documents are part of the QUALIFYING-cum-

TECHNICAL BID:

- a) Copy of PAN CARD.
- b) Copy of Service Tax/GST Registration Certificate
- c) Copy of Registration Certificate with EPF
- d) Copy of Registration Certificate with ESI
- e) Any other proof required in the tender document.

- f) Certified copy of balance sheet, profit and loss account and Income Tax Returns for AY 2022-23, AY 2023-24 and AY 2024-25.

In addition to the above Bid / RA specific Additional Terms and Conditions (hereafter referred as ATC), the Terms and Conditions stipulated on GeM 4.0 (Version 1.13) as specified below will also be applicable:

- a) General Terms and Conditions (hereafter referred as GTC).
b) Product / Service specific Special Terms and Conditions (hereafter referred as STC).
c) Product / Track / Domain Specific STC of Particular Service including its Service Level Agreement (hereafter referred as SLA)

Note:-It has been observed during past contractual engagements that MSME and start-up vendors often face financial and cash-flow constraints. As a result, they are unable to ensure timely payment of salaries to the deployed manpower and delay the deposit of statutory dues such as ESI, EPF, and other mandatory allowances. Such delays adversely affect the welfare of the deployed manpower and may expose the Department to legal, statutory, and audit-related risks.

Therefore, in order to safeguard the interests of the deployed personnel, ensure strict compliance with statutory obligations, maintain smooth and uninterrupted service delivery, and uphold a fair and transparent tender process, no exemption from the mandatory tender conditions shall be granted to any bidder, including MSMEs or start-ups.

It is further stated that the Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

(Kamal Choudhary)
I.T.O(Ward 1) cum D.D.O

B

atata

GOVERNMENT OF INDIA
INCOME TAX DEPARTMENT
OFFICE OF THE INCOME TAX OFFICER Ward-1(DDO), BATALA

F.No.ITO/W-1/BTL/2025-26/_____

Dated:-

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A. General Conditions to be satisfied by the service provider/contractor

- (i) That the service provider/contractor will provide the services of **1 (one) Skilled Contract worker and 3(three) Un-skilled contract workers(One Peon, One Watchman and One Sweeper)** for the Income Tax Office, Batala for a period of 14 months from **01.04.2026 to 31.05.2027.**
- (ii) That the buyer party shall pay to service provider/contractor as is agreed in next para.
- (iii) That the services and compensation of services referred to in clauses 1 and 2 above would be as follows-

S.No.	Type	Rate per day (in Rs.)	Commission
1	Manpower Outsourcing Services - Minimum wage* Skilled and Un-skilled, Semi-Skilled	Rs. 617/- + ESIC+EPF (Excluding GST)	As per bid quote by the second party in his/her tender.
2	Manpower Outsourcing Services - Minimum wage* Skilled: Data Entry Operators	Rs. 899/- + ESIC+EPF (Excluding GST)	As per bid quote by the second party in his/her tender.

(*) Note: The minimum wages are fixed by the CCIT, Amritsar vide order bearing F. No. CIT/ASR/DEO/2022-23/249 dated 19.05.2022. The copy of said order has been uploaded in the BID document.

- (iv) The service provider/contractor must have its principal place of business in Amritsar, Batala or Gurdaspur Punjab as on 01.01.2024 and should have requisite financial capacity. Evidence of the same are required. (Mandatory for all bidders, including MSMEs as well as start-up)
- (v) Registered Office Location Requirement: The bidder must have its principal place of business located within the municipal limits of Amritsar Batala or Gurdaspur. For the purpose of this tender, a principal shall mean the principal place of business as recorded with the Registrar of Companies (ROC) or relevant statutory authority, from where the company's core managerial, administrative and financial control functions are exercised. Branch offices, liaison offices, site offices, virtual offices, shared work spaces, or any other temporary or secondary establishments in Amritsar Batala or Gurdaspur shall not be considered as meeting this eligibility criterion.

The bidder must have maintained the principal place of business in Amritsar Batala or Gurdaspur from 01.01.2024.

The bidder shall submit documentary evidence including, but not limited to:

- Proof of continuous operation (electricity bill, Tax Return, Property tax receipt, lease deed, or ownership document)
- GST registration showing the same address

Any bidder found to have shifted or created an address in Amritsar Batala or Gurdaspur solely for the purpose of qualifying for this tender shall be disqualified, and such misrepresentation shall be treated as a material breach, liable for rejection of the bid at the Technical Evaluation Stage.

- (vi) The Returns of PF/ESI should have been filed at Punjab state address. Evidence of the same is required.
- (vii) The service provider/contractor should have **at least 3 years' experience** in providing of Manpower Outsourcing Services in any Central Government office and the experience certificate should also be attached with the technical bid.
- (viii) The Annual Turnover of the service provider/contractor should not be less than Rs. 50 Lakhs for each of last three Financial Years 2022-23, 2023-24 and 2024-25 and a certified copy of balance sheet and profit and loss account and Income Tax Returns for AY 2023- 24, AY 2024-25 and AY 2025-26 must be enclosed as proof.
- (ix) The Bidder must have successfully executed manpower service contracts on a continuous basis during the preceding three financial years (FY 2022-23, 2023-24 and 2024-25), with a minimum value of ₹20 lakh in any two financial year, through the Government e-Marketplace (GeM). The Bidder shall upload the corresponding work orders and satisfactory work completion certificates issued by the respective buyer departments as documentary evidence. (Mandatory for all bidders, including MSMEs as well as start-up)
- (x) **The Service Provider / Contractor shall possess sound financial capacity to execute the contract. In this regard, the Bidder must maintain a minimum available bank balance of ₹15,00,000/- (Rupees Fifteen Lakh only) as on the date of submission of the tender. The Bidder shall upload documentary proof in the form of a bank statement issued by a scheduled commercial bank, clearly reflecting the required minimum balance as on the tender submission date. The bank statement should be duly authenticated by the issuing bank. This financial eligibility criterion is mandatory for all bidders, including MSMEs and Start-ups, and non-compliance shall render the bid liable to rejection.**
- (xi) The agency shall ensure that salaries to the deployed manpower are paid on or before the 7th of every month, strictly at the prevailing rates as decided by the O/o CCI T, Amritsar, through bank accounts only. Proof of such payment shall be submitted along with the bill for the subsequent month.
- (xii) **In case of delay in bill processing the contractor shall still ensure payment to workers by the 7th of every month. Payment to workers must not be linked to settlement of the contractor's bills.**
- (xi) The contractor must provide monthly salary calculation sheets, EPF/ESIC/ challans,

a ECR and Bank Statement as proof of compliance by the 10th of every month. Monthly compliance scrutiny will be conducted by O/o ITO Ward-1 Batala, and the cost shall be borne by the contractor. Non-compliance may lead to contract termination.

- (xiii) As per mandatory requirements bidders quoting below minimum wages or failing to quote statutory charges (ESI, EPF, GST, etc.) shall be disqualified. Kindly note that the EPF and ESI Charges will be governed as per their respective Acts and Rules.
- (xiv) Any Bidder quoting the service charge more or less than 3.85%, shall be summarily rejected. This percentage represents the Service Charges payable to the contractor which is fixed as 3.85% as per the Department of Expenditure, Procurement Policy Division O.M. Reference:-No.F.6/1/2023-PPD dated 06.01.2023 (copy attached)
- (xv) The service provider/contractor should have valid service tax registration/ GST and PAN/TAN which is to be quoted in the sealed quotation and it should never be defaulted to make the above payment.
- (xvi) The Bidder must have the requisite licenses for providing manpower and must be registered the Contract under Labour Commission (Regulation & Abolition) Act, 1970.
- (xvii) All relevant documents have to be uploaded on GeM portal. Any submission by way of email, Postal dak, courier, telephonic submissions, etc., along with conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- (xviii) The service provider/contractor should be registered with ESIC & EPF authorities and the attested copies of proof thereof should be provided along with the technical bid.
- (xix) Any financial bid containing zero percent commission rates will be rejected to avoid any fictitious Service provider.
- (xx) It would be the responsibility of the contractor to make alternate arrangements if for some reason workers/staff is not available. In case the manpower is not available, no payment will be made for the day for that person; rather a penalty equivalent to cost per day of manpower will be levied and deducted from the monthly bill.
- (xxi) The requirement of this office may further increase or decrease during the period of contract and the contracting agency would have to provide additional manpower, if required on the same terms and conditions.
- (xxii) If Buyer requires additional manpower during the contract period; Buyer shall inform about the same with specific requirements to the Service Provider 2 days prior to the employment start date.
- (xxiii) The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer in case of any emergencies.
- (xxiv) The bills have to be submitted along with the acknowledgement/proof of payment.

The contractor should also maintain all relevant registers, records and accounts & produce the same to this office as and when required.

- (xxv) The workers have to be paid for only the number of days they have worked.
- (xxvi) In case there are complaints against any Worker, he/she should be reprimanded/ replaced immediately.
- (xxvii) This office could ask the contractor to increase or reduce workers depending on the need on same terms and conditions.
- (xxviii) 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:-

S.No.	Nature of Default	Penalty of Rs.
1	Late Reporting	Rs. 100/- per day per worker
2	Non Reporting	Rs. 1,000/- per day per worker
3	Refusal of duties	Rs. 1,000/- per instance
4	Non-observance of dress-code, if any	Rs. 100/- per instance
5	Change of personnel without prior permission	Rs. 1,000/- per instance

- (xxix) The “Controlling Authority” will be Income Tax Officer Ward-1 cum Drawing & Disbursing Officer Batala in this matter.

F. Other conditions

- (xiv) The persons engaged by the Contracting Agency/Service Provider will be in the employment of the Contracting Agency/Service Provider only. There will not be any employer-employee relationship between the persons deployed by the service provider/contractor and the Income-tax department. Department/office will not involve in any dispute between the service provider and workers of the service provider/contractor.
- (xv) The service provider/contractor shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
- (xvi) All damages caused by the personnel to the property of the office shall be recovered from the service provider/contractor.

- (xvii) This office reserves the right to extend the contract further, on the same terms and conditions subject to satisfactory performance of the service provider/contractor.
- (xviii) No other person except service provider/contractor's authorized representative shall be allowed to enter the offices.
- (xix) Aadhaar/PAN Numbers of each workers will be verified by the service provider/contractor and they will be allowed to work in this office only after proper police verification. Proper identification card shall be provided by the service provider/contractor to the person deployed as Skilled and Un-skilled workers and it must be ensured that the same are worn to work & ID Cards are displayed on person.
- (xx) The service provider/contractor shall ensure that workers deployed by it maintain discipline of the highest order and that they restrict themselves to their assigned work only.
- (xxi) Any incidence of inappropriate behavior by any of the Skilled and Un-skilled and will lead to breach of agreement and will be sufficient cause for termination of agreement if such person is not removed immediately.
- (xxii) Notwithstanding anything contained herein, this office reserves the right to terminate the services of the service provider/contractor at any time without giving any notice or reasons whatsoever.
- (xxiii) The Service provider/contractor will have to issue wearable photo identity cards of its persons & the Skilled and Un-skilled will be required to display it all time while in office failing which the person may be asked to leave the premises & penalty of Rs. 100/- on each instance of failure will be levied.
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G. LEGAL

- (viii) The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Employees State insurance, Provident Fund and other labour laws etc. in respect of the persons deployed by it in this Office every month as this office has no privity of contract with the employees.
- (ix) The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Income Tax Office, Shastri Nagar Batala, to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (x) The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law
- (xi) The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.
- (xii) In case, the tendering Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the Office is put to any loss/obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
- (xiii) Delay in submission of receipts of EPF/ESI (or) less deposit of EPF/ESI is not acceptable and shall entail cancellation of the Contract. Further, the matter will be brought to the notice of PF/ESI Department so that action can be initiated against the defaulted vendor under the relevant provisions of the respective Acts.
- (xiv) All existing statutory regulations of Central Government shall be adhered to by the service provider/contractor 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.

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- (xiv) The person should possess hands on working knowledge of software such as MS Word, MS Excel and MS Power Point etc. Web based networking, Tally and hardware of computer.
- (xv) Typing on MS Word and preparing reports on MS Excel, Preparing presentation on MS Power point
- (xvi) Taking dictation and drafting and working in word/excel/any other software used in department.
- (xvii) Cleaning and keeping in good working condition of computers, printer, fax machine, copier, scanner or any other office equipment's being used by them, printing of documents and any other work assigned by the superior authority.

- (xviii) Any other work assigned to them like assistance to regular staff in carrying of files & other papers within the building, Physical Maintenance of records of the section, General Cleanliness and upkeep of the section/unit, Assisting in routine office work like diary, dispatch etc., including on computer, Photocopy, sending of FAX etc., Other non-clerical work in the section/unit.
- (xix) The normal working hours of the DEOs will be from 09:30 AM to 06:00 PM, if necessary even on holiday, with ½ hour lunch time break. The work shall be done on all working days and payment will be made on the basis of attendance. Where necessary DEOs and will be required to work even on Saturday, Sunday and any other holidays, as ordered by controlling officer.
- (xx) The total number of DEOs deployed shall be at the sole discretion of this office.
- (xxi) The personnel, if not found working satisfactorily, must be replaced by the Service provider immediately.
- (xxii) The personnel should be punctual and should complete the work assigned to them promptly and meticulously.
- The personnel should report to the officer in charge assigned by this office

Duties of Peon-:

- (xxiii) The personnel should preferably be Matric qualified with Punjabi as one of the subjects.
- (xxiv) Maintaining the cleanliness of office building and premises.
- (xxv) Any other work assigned to them like assistance to regular staff in carrying of files & other papers within the building, Physical Maintenance of records of the section, General Cleanliness and upkeep of the section/unit, Assisting in routine office work like diary, dispatch etc., including on computer, Photocopy, sending of FAX etc., Other non-clerical work in the section/unit.

Duties of Watchman-:

- (xxvi) The personnel should preferably be Matric qualified with Punjabi as one of the subjects.
- (xxvii) Maintaining the security of office building and premises 24x7 all working and Non-working days.
- (xxviii) Any other work assigned to them like assistance to regular staff in carrying of files & other papers within the building, Physical Maintenance of records of the section, General Cleanliness and upkeep of the section/unit, Assisting in routine office work like diary, dispatch etc., including on computer, Photocopy, sending of FAX etc., Other non-clerical work in the section/unit.

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Duties of Sweeper

- (xxix) The personnel should preferably be Matric qualified with Punjabi as one of the subjects.
- (xxx) Maintaining the cleanliness of office building and premises, washrooms etc.
- (xxxi) Any other work assigned to them like assistance to regular staff in carrying of files & other papers within the building, Physical Maintenance of records of the section, General Cleanliness and upkeep of the section/unit, Assisting in routine office work like diary, dispatch etc., including on computer, Photocopy, sending of FAX etc., Other non-clerical work in the section/unit.

tion/unit.

- (xxxii) The normal working hours of the Skilled and Un-skilled will be from 09:30 AM to 06:00 PM, if necessary even on holiday, with ½ hour lunch time break. The work shall be done on all working days and payment will be made on the basis of attendance. Where necessary Skilled and Un-skilled workers will be required to work even on Saturday, Sunday and any other holidays, as ordered by controlling officer.
- (xxxiii) The total number of Skilled and Un-skilled workers deployed shall be at the sole discretion of this office.
- (xxxiv) The personnel, if not found working satisfactorily, must be replaced by the Service provider immediately.
- (xxxv) The personnel should be punctual and should complete the work assigned to them promptly and meticulously.
- (xxxvi) The personnel should report to the officer in charge assigned by this office.

H. Generic

- (iii) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actual or as per applicable rates (whichever is lower), subject to the maximum of quoted GST percentage.
- (iv) Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder to upload undertaking to this effect with bid.

Financial Conditions

- (iv) The service provider/ contractor will have to specify the amount to be charged by it towards Service charges/commission for providing the Semi-Skilled and Unskilled workers. It may be noted that in order to eliminate frivolous bids and disguised charges/deduction from wages of personnel, service providers bidding at zero percentage commission shall be disqualified.
- (v) In case multiple Service providers quoting same rates the competent authority will decide the allocation based upon their capital position and past contract experience with own and other government departments.
- (vi) Schedule of Requirement- An affidavit (or the stamp paper of Rs. 100/-) is required to be submitted by the successful Service provider at the time of award of contract regarding the fact that the persons employed by the contractor shall be the employees of the Service provider for all intents and purposes and, in no case employer-employee relationship between the said persons and the Income Tax Office Batala shall accrue implicitly or explicitly and the Service provider shall solely be responsible for providing all the statutory benefits (as per relevant laws) e.g. EPF, ESI to eligible Staff employed by it. The affidavit should also contain a declaration that Service provider 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 Service provider. The affidavit should also contain a declaration that the Service provider shall take care of all other statutory liabilities as well) in the most sincere manner and shall solely be responsible for the same.

I. IMPORTANT NOTE

Bidder should ensure that the following documents are part of the QUALIFYING-cum-TECHNICAL BID:

- g) Copy of PAN CARD.
- h) Copy of Service Tax/GST Registration Certificate
- i) Copy of Registration Certificate with EPF
- j) Copy of Registration Certificate with ESI
- k) Any other proof required in the tender document.
- l) Certified copy of balance sheet, profit and loss account and Income Tax Returns for AY 2022-23, AY 2023-24 and AY 2024-25.

In addition to the above Bid / RA specific Additional Terms and Conditions (hereafter referred as ATC), the Terms and Conditions stipulated on GeM 4.0 (Version 1.13) as specified below will also be applicable:

- d) General Terms and Conditions (hereafter referred as GTC).
- e) Product / Service specific Special Terms and Conditions (hereafter referred as STC).
- f) Product / Track / Domain Specific STC of Particular Service including its Service Level Agreement (hereafter referred as SLA)

Note:-It has been observed during past contractual engagements that MSME and start-up vendors often face financial and cash-flow constraints. As a result, they are unable to ensure timely payment of salaries to the deployed manpower and delay the deposit of statutory dues such as ESI, EPF, and other mandatory allowances. Such delays adversely affect the welfare of the deployed manpower and may expose the Department to legal, statutory, and audit-related risks.

Therefore, in order to safeguard the interests of the deployed personnel, ensure strict compliance with statutory obligations, maintain smooth and uninterrupted service delivery, and uphold a fair and transparent tender process, no exemption from the mandatory tender conditions shall be granted to any bidder, including MSMEs or start-ups.

It is further stated that the Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

(Kamal Choudhary)

Batala

I.T.O(Ward 1) cum D.D.O

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

4. Service & Support

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

5. Service & Support

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

6. Service & Support

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

7. Payment

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

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1

bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

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

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

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

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

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

---धन्यवाद/Thank You---