

F.No. ITO/ Wd-1/SKLM/ASK/Tenders/2021-22

Date: 09.03.2022.

TENDER NOTIFICATION FOR HIRING OF PERSONNEL FOR ASK CENTRE

The Income Tax Officer, Ward-1 (DDO), Srikakulam intends to hire **2 (Two) number of Office Assistants(Skilled)** for ASK Centre, Income Tax Office, Srikakulam from experienced and reputed manpower supplying agencies, hereinafter called as 'the Service Provider', for a period of **1 (One) year** from the date of award of tender, i.e., from **01.04.2022 to 31.03.2023**,for which sealed tenders are invited as per the following terms and conditions:

The Agencies/Service providers if interested, may submit their quotations on or before **21.03.2022 latest by 5.00 PM** to the Income Tax Officer, Ward-1, 1st Floor, Aayakar Bhavan, Srikakulam with terms and conditions enumerated below:

Tender document can be downloaded from the departmental website <u>http://www.incometaxhyderabad.gov.in</u>

1. Eligibility criteria for the service provider:

(i) The Service Provider/bidder should have at least 3 years previous experience of deploying/supplying Office Assistants and un-skilled manpower to Govt. Department/Public Sector Company/ Private Company in a time bound manner and the sealed quotations should be accompanied with necessary proof of execution of such order.

(ii) The Service Provider Company/ firm/ agency/ bidder etc. must have a turnover of Rs. 1 Crore per annum during the last three financial years.

(iii) The Service Provider Company/firm/agency/bidderetc. should have completed at least one year contract of value not less than Rs.10 lakh per annum related to providing similar service in a single contract.

(iv) The service provider/bidder should have valid service Tax, PF, ESI, GST/CST/VAT/TIN, TAN, trade tax registration, labour department registration and Income Tax PAN. Necessary documents in this regard must be filed with the technical bid.

(v) The service provider/bidder should not have been blacklisted by any Government organization.

(vi) The service provider/bidder should be agreeable to other terms and conditions as stated in **Annexure-I**.

(vii) The documents shall be accompanied by a Demand Draft/Banker's Cheque for Rs.1,000/-(Rupees OneThousand Only) drawn in favour of the "ZAO, CBDT, Visakhapatnam", towards cost of the tender process.

(2) <u>Nature of duties:</u>

Office Assistants:

The duty of Office Assistants would broadly include attending to various typing and other data entry and related jobs specifically in the Aayakar Seva Kendra (ASK), they are responsible for maintaining office filing and recordkeeping, systems entry, editing and processing forms and maintaining databases, records, and other related information for departmental needs, and also includes verification of documents and letters before their filing. Communication/Assessee service, which includes conveying information, answering enquiries of the assessees regarding departmental rules, regulations, policies and procedures and also any other work assigned to them by the senior officers/ officials.

3. <u>Eligibility criteria:</u>

Office Assistant:

- (i) Office Assistants should possess a Bachelor's Degree.
- (ii) The personnel should have good knowledge of Windows OS, Ms Office (Word, Excel, and PPT), Internet as well as English language.
- (iii) The personnel should have a typing speed of at least 35 words per minute.
- (iv) The personnel should be able to type directly on the computer during dictation.
- (v) The age of the personnel should be between 20 years to 40 years.
- 4. Total 2(Two) Office Assistants are required. The requirement of this office of Office Assistants may further increase or decrease during the period of contract and the bidder would have to provide additional personnel or reduce the personnel, if required, on the same terms and conditions.

5. <u>Bidding Process:</u>

5.1 An earnest money deposit (EMD) of **Rs. 1,000/- (Rs. One Thousand only)** in the form of Demand Draft drawn in favour of "**The Zonal Accounts Officer, CBDT, Visakhapatnam**", has to be furnished along with the Technical bid. Bids received without the requisite EMD will be summarily rejected. The EMD would be forfeited if the bidder withdraws before

finalization of the bids or if the details furnished in Annexure-II and III are found to be incorrect and false during the tender selection process. The earnest money shall be refunded to the unsuccessful bidders within a week of conclusion of bid process. EMD of selected bidder will be returned on furnishing performance guarantee as per Annexure IV.

5.2 The interested parties may submit sealed tenders in two parts- Technical Bid and Financial Bid.

A. <u>The Technical Bid shall contain:</u>

- i) The Proforma at Annexure-II, duly filled in.
- ii) Agency profile, including relevant previous experience of manpower services supply with financial capacity / turnover.
- iii) Acceptance of terms and conditions as per Annexure-I.
- iv) Demand Draft for earnest money deposit(EMD).

The technical bid would be rejected and the concerned bidder would be excluded from further bid process if any of eligibility criteria specified in paragraph 1,3 & 5.2A (relating to technical bid) above are not fulfilled.

(Note: Copies of the above stated documents must be submitted in bid-envelope.)

B. The Financial Bid(As per Annexure-III) should contain the following:

- i) Amount to cover cost of monthly salary/wages that would be paid by the service provider to each Office Assistant, including statutory levies like PF/ ESI etc.
- ii) Service charges of the service provider as per Office Assistant.
- iii) Total amount, i.e., aggregate of (i) & (ii) per Office Assistant. The lowest bidder shall be decided on the basis of amount in clause-ii above. It may be noted that GST, as applicable, will be separately paid with each monthly bill on actual basis.
- iv) The Office Assistants shall be paid as per the prevailing wages prescribed by the Minimum Wages Labour Act of the Central Government. Any change in minimum wages made by the Government will automatically change the wages payable under this contract.
- v) The service provider/contractor/bidder shall specify the amount to be charged by it towards service charges for providing each Office Assistant as per the wages as mentioned in point no. (iv) above. It may be noted that in order to eliminate frivolous bids and disguised share/deduction from salary of personnel provided, service providers bidding at 0% or absurdly low service Charges shall be disqualified.

5.3 Both the technical and financial bid should be put in separate sealed envelopes marked as 'Technical Bid' and 'Financial Bid' respectively, and then should be placed

in main sealed envelope superscribed as **"Tender for Hiring Office Assistants"**. This should be addressed to the Income Tax Officer (DDO), Ward-1, Aayakar Bhavan, Palakonda Road, Srikakulam, PIN - 532001 and sent by post or hand delivered before **05.00 PM** on **21-03-2022**. No bid shall be received after **05.00 PM** on **21-03-2022**. The bids will be <u>opened on 22.03.2022 at 03.00PM</u>. However, this office reserves the right to postpone the opening of bids and the same shall be intimated to all the bidders.

- 5.4 Bidders or their authorized representatives may remain present there at the time of opening of tenders. Bid documents incomplete or deficient in any respect will be rejected at the discretion of this office.
- 6. Financial bids of only those bidders would be opened whose technical bid has been successful. The successful bidder shall have to execute the contract from **01/04/2022**, and furnish performance guarantee amount as per clause 28 of Annexure-I.
- 7. Initially the contract will be executed for **One year.** The contract can be extended on same terms & conditions up to a period of 2 years, as decided by the competent authority from time to time. In case of exigency, the contract can also be renewed after end of the period of 2 years, with mutual consent.
- 8. This office reserves right to reject any or all bids at any stage of bid process without assigning any reason. Further, this office reserves the right to accept or reject any part of the tender or whole tender, without giving any reason.
- 9. In case of any dispute, during the tendering process, the decision of the Income Tax Officer, Ward-1, Srikakulam would be final and binding. Any dispute with regard to the tender is subject to the jurisdiction of courts in Srikakulam only.

Encl: Annexure-I, II, III & IV

PRaz (RAMU PALATERU) Income Tax Officer(DDO), Ward-1, Srikakulam

Copy to:

- 1. The DD(Systems), O/o CIT(CO)(Admn.), Hyderabad with a request to display the notice on the website <u>http://www.incometaxhyderabad.gov.in</u>
- 2. For display on the Notice Board of the Income Tax Office, Ward-1, Aayakar Bhawan, Palakonda Road, Srikakulam, Andhra Pradesh.
- 3. Office Copy.

Terms and Conditions for providing services of Office Assistants

- 1. All services on outsourcing basis shall be performed as per the eligibility criteria.
- 2. The Persons supplied by the Service Provider should not have any adverse Police records/criminal case against them. The Service provider should make adequate enquires about the character and antecedents of the persons whom they provide for executing outsourcing services.
- 3. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment by collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph. A certificate to this effect shall be submitted by the service provider to this Charge.
- 4. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.
- 5. The service provider shall engage necessary number of persons as required by this office from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of their service provider to pay their salary every month. The wages cannot be lower than the amount notified by the Central Government.
- 6. If it is found that the service provider has paid wage to any office Assistant lower than the rate approved in the contract or the minimum wages notified by the Labour Department, Central Government, then the Contract will be liable to be terminated with recovery of amount paid in excess.
- 7. There shall be no master and servant or employer and employee relationship between the employees of the service provider and Union Government and further the said persons of the service provider shall not be entitled to claim any employment or engagement or absorption in the Income Tax Department in future on the basis of the services to be provided under this contract.
- 8. The service provider's persons shall not claim any benefit/compensation/absorption/ regularization of service from/in this charge under the provision of Industrial Disputes Act, 1947, or Contract Labour (Regulation & Abolition) Act, 1970, or any other law of similar nature. An undertaking from the persons to this effect shall be required to be submitted by the service provider to this charge.

- 9. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative/organizational matters as these are confidential/secret in nature. If any such instance of misdemeanour comes to the notice of this office, the agency shall be liable for damages.
- 10. The service provider's personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this charge. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him/it.
- 11. The Persons deputed shall not interfere with the duties of the employees of the department.
- 12. The Income Tax Officer(DDO), Ward-1, Srikakulam, may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his/her misconduct. The service provider shall replace immediately any of its personnel if they are unacceptable to the Department because of incompetence, security risk, conflict of interest, breach of confidentiality or improper conduct upon receiving written notice from this Department.
- 13. The service provider has to provide photo identity cards & dress code to the persons deployed by him/her/it for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- 14. The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.
- 15. The transportation, food, medical and other statutory requirements, in respect of each of the personnel of the service provider shall be the responsibility of the service provider and the department shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
- 16. Working hours would be normally from 9.15 A.M. to 6 P.M. during the working days, including half an hour lunch break in between. However, in exigency of work, they may be required to sit late hours and the personnel can also be called on Saturday, Sunday and other gazetted holidays, if required. For this no extra payment shall be made to service provider or the personnel of the service provider.
- 17. That the service provider will be wholly and exclusively responsible for timely and regular payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum wages Act, Employees Provident Fund, ESI Act, etc, and this Department shall not incur any liability for any expenditure whatsoever on the person employed by the service provider on account of any

obligation. The Service Provider will be required to provide particulars of PF, group insurance of its employees engaged in this Department.

- 18. The service provider will submit the bill, in triplicate, in respect of a particular month on or before the 5th of the following month along with confirmation/certificate of expenditure incurred by the service provider by way of wages to the office Assistant and skilled manpower and other statutory obligations for the month in respect of which the bill is submitted. The payment will be released within 30 days of submission of bill subject to the availability of fund, after deduction of taxes deductible at source under the laws in force.
- 19. Payments to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his /her attendance shown in the bill preferred by the service provider.
- 20. No wage/remuneration will be paid for any personnel for the days of absence from duty unless a substitute has been provided.
- 21. The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of the Department.
- 22. The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 23. The service provider shall be contactable at all times and message sent by phone/email/ Fax /Special messenger from the Department to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by the Department in fulfilment of the contract from time to time.
- 24. This department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- 25. The service provider on its part and through its own resources shall ensure that the goods, materials and equipments, etc. either supplied to the personnel or permitted to be used/operated for discharge of duties assigned to them are not damaged in the process of carrying out the service undertaken by them and shall be responsible for any act of commission or omission on the part of its staff and its employees, etc. provided under this contract.
- 26. If this Department suffers any loss or damage on account of negligence, default or theft on the part of the employee/agents of the service provider, then the service provider shall be liable to reimburse the Department for the same. The service provider shall keep this Department fully indemnified against any such loss or damage.

- 27. This Department will maintain an attendance register in respect of the personnel deployed by the service provider on the basis of which wages/remuneration will be decided in respect of such personnel at the approved rates.
- 28. The successful bidder shall furnish a performance security deposit equivalent to Rs. 10,000 (Rupees TenThousand Only) in the form of account payee demand draft drawn in favour of the Zonal Accounts Officer, CBDT, Visakhapatnam, payable at Visakhapatnam or Fixed Deposit Receipt from Commercial bank or Bank Guarantee from the commercial bank in an acceptable from as performance guarantee for safeguarding the interest of the Department in all respects. The Security deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in the event of violation of any of the terms and conditions of this tender by the bidder or in the event of any verifiable complaint of non-payment of minimum wages as per law to the Office Assistant/Skilled manpower.
- 29. The successful bidder will enter into an agreement with the Department for supply of suitable and qualified manpower as per requirement of this department on all these terms and conditions. The agreement will be valid for a period of one year commencing from date of signing of such agreement and shall continue to be in force in the same manner unless terminated or modified in writing. The contract/agreement is renewable subject to satisfactory performance of the service provider and with such amendments/modification 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 Govt. of Andhra Pradesh after the contract comes into force.
- 30. The agreement can be terminated by either party by giving one month notice in advance. If the service provider fails to give one month notice in writing for termination of the agreement then one month's wages, etc, and any amount due to the service provider from this Department shall be forfeited by the Department.
- 31. The service provider shall not assign, transfer, pledge, or sub contract the performance of service without the prior consent of this Department.
- 32. On the expiry of the agreement, as mentioned above, the service provider will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Service Provider, it shall be the entire responsibility of the service provider to pay and settle the same.
- 33. In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Income Tax Officer, Ward-1, Srikakulam, whose decision shall be binding on both the parties.

Annexure- II

TECHNICAL BID

S.NO	Particulars	To be filed by the Bidder			
1	Name of the Service Provider				
2	Detailed office address of the Service Provider with				
	office telephone Number, Fax Number, mobile				
	Number and Name of the Contact Person				
3	Date of establishment of the Service Provider				
4	Whether registered with concerned Government				
	Authorities like EPF & ESI (Copies of certificates of				
	registration to be enclosed)				
5	PAN / TAN Number (copy to be enclosed)				
6	Service Tax Registration Number (Copy of				
	registration certificate to be enclosed)				
7	Whether the service Provider has been blacklisted by				
	any Government Department or any criminal case is				
	registered again firm or its owner/ partner anywhere in				
	India.				
8	Length of experience in the field				
9	Experience in dealing with Govt. Department(Indicate				
	the names of at least two Departments and attach				
	copies of contracts order placed on the Service				
	Provider)				
10	Whether evidence of IT Returns along with profit and				
	loss account & balance sheet for the last three				
	financial years has been enclosed.				
11	Whether a copy of the terms and conditions				
	(Annexure- I), duly signed in token of acceptance of				
	the same, is attached.				
12	Specify the Educational Qualification and work				
	Experience of the persons to be deployed.				
13	Details of Earnest Money Deposit				

I hereby certify that the Information furnished above is true and correct to the best of my / our Knowledge. I understand that in case, any deviation is found in the above statement at any stage; I/We be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized Signatory with date)

Annexure- III

FINANCIAL BID

1	Name of the Party	:
2	Address (with Telephone No. & Fax No)	:
3	Name & Address of the Proprietor/	:
	Partners/Directors (with mobile Numbers)	
4	(a) Monthly Charges in (Rs.)	:
	(b) PF	:
	(c) ESI	:
	(d) GST (Should not be less than minimum	:
	rate by Central Government Rules)	
	(e) Service Charges/Commission	:
	(f) Total (Per month per person)	:
	(g) Gross Total (Per annum per person)	:

DECLARATION

I hereby certify that the Information furnished above is true and correct to the best of my/our Knowledge. I understand that in case, any deviation is found in the above statement at any stage; I/We be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized Signatory with date)

FORM FOR PERFORMANCE GUARANTEE

IN CONNECTION WITH HIRING OF TWO OFFICE ASSISTANTS

To The President of India, Through DDO, O/o, Income Tax Officer, Ward-1, Srikakulam.

WHEREAS((Name and address of the contractor)					(Hereinafter	
called	"the	contractor")	has	undertaken,	in	pursuance	of	contract
no			dated	to S	upply two	office assista	ants to /	ASK Centre,
O/o Income Tax Officer, Ward-1, Srikakulam.								

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the contractor such a bank guarantee:

NOW Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of _______(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contractor to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ______day of _____22, (Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch (Bank's common seal)