



OFFICE OF THE JOINT COMMISSIONER OF INCOME TAX
Kakinada Range, Kakinada
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East Godavari District, Andhra Pradesh
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CR.No.27/JCIT/KKD/Estt/Outsourcing/2022-23

Date: 02-11-2022

TENDER NOTICE

Sub: Hiring of One Outsourcing Staff for a period of One Year from 01.12.2022 to 30.11.2023 or from the date of award of tender whichever is later.

The Joint Commissioner of Income tax, Kakinada Range, Kakinada intends to hire **One** Outsourcing Staff from experienced and reputed manpower supplying agencies herein after called Service Provider for a period of One year from the date of award of Tender or from 01.12.2022 to 30.11.2023, whichever is later, for which sealed tenders are invited as per the following terms and conditions:

1. Eligibility criteria for Service Provider

- (i) The Service Provider/bidder should have at least 3 years previous experience of deploying/supplying Outsourcing Staff/Office Assistants and Un-skilled Manpower to Govt. Departments/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 should have completed at least one year contract of value not less than Rs.1 Lakhs per annum related to providing similar services in a single contract.
- (iii) The Service Provider/bidder should have valid service tax, PF, ESI, GST/CST/VAT/TIN, TAN, trade tax registration, labour department registration and PAN. Necessary documents in this regard must be filed with the technical bid.
- (iv) 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 at Annexure-I

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

2. Nature of duties.

A. Outsourcing Staff:

The duty of Outsourcing Staff would broadly include attending to various typing and other data entry related jobs and also to any other work assigned to them by the senior officers/officials.

3. Eligibility criteria.

A. Out Sourcing Staff:

- (i) The Outsourcing Staff should possess a Bachelor's Degree.
- (ii) The personnel should have good knowledge of Window OS, MS Office (Word, Excel, PPT), internet as well as of 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. 01 (One) Out Sourcing Staff is required. The requirement of this office of One Outsourcing Staff 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. Bidding Process

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 ZAO, 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.

and

5.2 The interested parties may submit sealed tenders in two parts-technical bid and financial bid.

A. The technical bid shall contain:

The Proforma at Annexure-II, duly filled in.

- (i) Agency profile, including relevant previous experience of manpower services supply with financial capacity/turnover.
- (ii) Acceptance of terms and conditions at Annexure-I.
- (iii) Demand draft for earnest money deposit.

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: Copy of the above asked documents must be enclosed 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 Out Sourcing Staff, including statutory levies like PF/ESI etc.
- (ii) Service charges of the Service Provider per Outsourcing Staff
- (iii) Total amount that is aggregate of (i) & (ii) for one Outsourcing Staff. The lowest bidder shall be decided on the basis of amount in clause- above. It may be clarified that service tax, as applicable, will be separately paid with each monthly bill on actual basis.
- (iv) The Outsourcing Staff shall be paid as per the prevailing wages prescribed by the Minimum Labour Act, of the Government of Andhra Pradesh. Any change in minimum wages made by the Government will automatically change the wages payable under this contract.
- (v) The contractor/bidder will have to specify the amount to be charged by it towards Service Charges for providing the Outsourcing Staff as per the wages as mentioned in para (iv) above. It may be noted that in order to eliminate frivolous bids and disguised share/deduction from salary of personnel provide, 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 should then be placed in main sealed envelopes super scribed "**Tender for Hiring of One Out Sourcing Staff**". This should be addressed to Office of Joint Commissioner of Income Tax, Kakinada Range. Sri Deepthi Towers, Main Road, Kakinada, Kakinada District, Andhra Pradesh and sent by post or hand delivered before 03.00 P.M. on 14.11.2022. No bid shall be received after 03.00 P.M. on 14.11.2022. The bids will be opened on 15.11-2022

6. Financial bid of only those bidders would be opened whose technical bid has been successful.
7. The successful bidder shall have to execute the contract from 01 December, 2022. or date of agreement whichever is later and furnish performance guarantee amount as per clause 28 of Annexure-I.
8. This Office reserves its right to reject any or all bids at any stage of bid process without assigning any reason.



(K Sruthi)
Joint Commissioner of Income Tax
Kakinada Range, Kakinada.

Encls : Annexure-I, II, III & V

Copy to:

1. The Web Manager Tor uploading the above document on the website <http://www.incometaxhyderabad.gov.in>
2. For display on the Notice Board of Office of the Joint Commissioner of Income Tax, Kakinada Range, Kakinada.

Terms and Conditions for providing services of Out Sourcing Staff.

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 cases against them. The Service Provider should make adequate enquiries about the character and antecedents of the persons whom they provide for executing outsourced 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 and a certification to this effect submitted 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 employee of the service provider and it shall be the duty of the service provider to pay their salary every month. The wages cannot be lower than the amount notified by the Central Govt.
6. If it is found that the service provider has paid wage to any Out Sourcing Staff and Unskilled manpower higher/lower than the rate approved in the contract or the minimum wages notified by the Labour Department, Government of Andhra Pradesh, then the contract will be liable to be terminated with the recoverable 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 bass 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. **Undertakings 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 persons any details of office operation process, technical know-how, security arrangements, administrative/ organizational matters as all are confidential/secret in nature. If any such instance of misdemeanor comes to the notice of this office, the agency shall be liable for damages.
10. The service providers personnel's 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.

11. The persons deputed shall not interfere with the duties of the employees of the department.
12. The Joint Commissioner of Income Tax, Kakinada Range, Kakinada may require the service provider to dismiss or remove from the site of work any person or person employed by the service provider who may be incompetent or for his/her misconduct and the service provider shall further comply with such requirement. The service provider shall replace immediately any of its personnel if they are unacceptable to this 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 for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
14. The service provider shall ensure proper conduct 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 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 9.30 AM. to 6 P.M. during the working days a week, including half an hour lunch break in between. However, in exigency of work, they may be required to sit late and the personnel can also be called on Saturday, Sunday and other gazzetted holidays, if required. For this no extra payment shall be made to service provider or Office Assistant /Unskilled manpower.
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 after the 5th of the following month along with confirmation/certificate of expenditure incurred by the service provider by way of wages to the Out sourcing staff 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 this 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 reason. 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 this 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 this department in fulfillment 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 services undertaken by it and shall be responsible for act of commission and 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 to this 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 Ten Thousand only) in the form of account payee demand draft drawn in favour of the ZAO, CBDT, Visakhapatnam payable at Visakhapatnam or Fixed Deposit Receipt from Commercial bank or Bank Guarantee from the commercial bank in an acceptable form 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 Outsourcing Staff/ Unskilled manpower.

29. The successful bidder will enter into an agreement with this 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 financial 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/modified 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 in force.
30. The agreement can be terminated by either party by giving one month's notice in advance. If the service Provider fails to give one month's 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 The Joint Commissioner of Income Tax, Kakinada Range, Kakinada whose decision shall be binding on both the parties.

TECHNICAL BID

<u>S. No.</u>	<u>Particulars</u>	<u>To be filled by the Bidder</u>
1	Name of the Service Provider	
2	Detailed Office Address of the Service Provider with the office Telephone Number, Fax Number and 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/GST 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 against the 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 the Department 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 or 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 will be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized Signatory with date)

FINANCIAL BID

1. Name of the party :
2. Address (with tele No. & fax No.) :
3. Name & Address of the Proprietor/partners/Directors (with Mobile Numbers):
4. Monthly charges (in Rs.) quoted per persons for One Outsourcing Staff.

Particulars	One Outsourcing Staff
Minimum wages as per Andhra Pradesh State Labour Department	
PF	
ESI	
Service Charges	
Service Tax / GST	
Total	

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 will 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 ONE OUTSOURING STAFF.

To

The President of India
Through O/o The Joint Commissioner of Income Tax,
Kakinada Range, Kakinada.

WHEREAS _____(Name and address of the contractor)(Hereinafter called "the contractor") undertaken, in pursuance of contract no. _____ Dated _____ to Supply/Provide One Outsourcing Staff to O/o.The Joint Commissioner of Income Tax, Kakinada Range, Kakinada.

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 contract 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 _____ 20____,

(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)