

582

CIT (C/O), Hyd



Office of the Principal Commissioner of Income Tax-3
Room No.801, 8th Floor, Signature Towers, Opp: Botanical Gardens,
Kothaguda, Kondapur, Hyderabad – 500084. (Telangana)
Tel: +91-40-23485425, Fax: 040-23485284
email: hyderabad.pcit3@incometax.gov.in

F.No.Pr.CIT-3, Hyd/Outsourcing/2018-19

Dated 01st October, 2018

INVITATION OF TENDER

Subject: Hiring of Secretarial Assistants (Skilled Man Power) for the charge of Principal Commissioner of Income Tax-3, 8th Floor, Signature Towers Opp: Botanical Gardens, Kothaguda, Kondapur, Hyderabad – 500084 – Reg.

1. Sealed quotations are invited from reputed placement/vendors/service provider Agencies for supply of 23 (Twenty Three) Nos. Secretarial Assistants personnel for the followings offices on "no work no pay" basis.

Sl. No.	Office/Range	IT Office	Requirement
1	O/o. Pr.CIT-3, Hyderabad	O/o. Pr.CIT-3, Hyderabad O/o. TRO-3, Hyderabad	1 1
2	Range-3, Hyderabad	O/o. Addl. CIT, Range-3, Hyderabad	7
3	Range-7, Hyderabad	O/o. JCIT, Range-7, Hyderabad O/o. ITO, Ward-1, Nalgonda O/o. ITO, Ward-1, Suryapet	5 1 1
4	Warangal Range, Warangal	O/o. JCIT, Warangal	7
		TOTAL	23

Placement Agencies/Vendors/Service providers, (hereinafter referred to as the "Service Provider"), if interested, may submit their quotation to the Office of the Principal Commissioner of Income Tax-3, 8th Floor, Signature Towers, Opp: Botanical Gardens, Kothaguda, Kondapur, Hyderabad – 500084 with the terms and conditions enumerated below.

2. The terms and conditions for providing Secretarial Assistants shall be as under:-

- (i) The service provider/bidder should have at least 3 years experience of deploying/supplying Secretarial Assistants to Govt. Departments/public Sector Company in a time bound manner and sealed quotations should be accompanied with necessary proof of execution of such order.
- (ii) The service provider company/firm/agency/bidder must have a minimum turnover of Rs. 15 crores per annum during the last three financial year i.e. 2015-16, 2016-17 and 2017-18 and copies of I.T. returns should be enclosed duly certified.
- (iii) The service provider company/firm/agency/bidder should have completed at least one year contract of value not less than Rs. 50 Lakhs per annum related to providing similar services in a single contract.
- (iv) The Service Provider shall furnish "Satisfactory Performance Certificates" issued by two organizations to which they have rendered Secretarial Assistance.
- (v) The service provider / bidder should have valid service tax, PF, ESI, GST/VAT/TIN, TAN, trade tax registration, labour department registration and PAN. Necessary documents in this regard must be filed with the technical bid.
- (vi) The Service Provider/bidder should not have been blacklisted by any Government organization.
- (vii) The service provider bidder should be agreeable to other terms and conditions as at **Annexure-I**.
- (viii) 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, Hyderabad" towards cost of the tender process, which is non-refundable.

3. Nature of duties:

The duty of Secretarial Assistants would broadly include attending to various typing, data entry related jobs specific in the offices attached at various locations; responsible for proper record keeping; maintenance of database & records and other related information for department needs; document preparation, preparing letters, attends to telephone calls and enquiries from tax payers regarding departmental rules, regulations, policies and procedures and also to attend any other work assigned to them by the senior officers/officials from time to time.

4. Eligibility criteria:

- (i) The personnel should possess any Bachelor Degree from recognized University.
- (ii) The personnel should have proficiency certificate in MS Office (MS-Word / MS-Excel/ MS – Power Point) and good knowledge of internet surfing as well as of English language.
- (iii) The personnel should have a typing speed of at least 30-40 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 as on 01-10-2017.
- (vi) Persons who are possessing working knowledge and Stenography qualification will be given preference.

5. Vacancies:

Total 11 (Eleven) Secretarial Assistants are required at the places as indicated in para-1 Manpower 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.

6. Bidding Process:

6.1. An earnest money deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft drawn in favour of the "ZAO, CBDT, Hyderabad" 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. A Self-certificate should be submitted by the bidder as per **Annexure-IV**. 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 V**.

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

A. The technical bid shall contain:

- i) The Performa 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 at Annexure-I.
- iv) 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 2, 4 & 6.2A (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 Secretarial Assistant, including statutory levies like PF/ESI/GST etc.
- ii) Service charges/commission of the Service Provider per Secretarial Assistant.
- iii) Total amount per Secretarial Assistant that is aggregate of (i) & (ii) above.
- iv) The lowest bidder shall be decided on the basis of total amount in clause-iii above. It may be clarified that service tax, as applicable, will have to be shown separately with each monthly bill on actual basis.
- v) The Secretarial Assistant shall be paid as per the prevailing wages prescribed by the Minimum wages as per Labour Act of the Government of Andhra Pradesh as applicable to skilled man power.
- vi) The contractor/bidder will have to specify the amount to be charged by it towards Service Charge and all other liveable taxes for providing the Secretarial Assistant 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.

6.3. Both the technical and financial bids, should be put in separate sealed envelopes marked at technical bid and financial bid respectively, and should then be placed in main sealed envelope superscribed Tender for hiring Secretarial Assistants. This should be addressed to the Principal Commissioner of Income Tax – 3, 8th Floor Signature Towers Opp: Botanical Gardens, Kothaguda, Kondapur, Hyderabad – 500084 and sent by post or hand delivered **before 03.00 P.M. on 15-10-2018.**

7. The technical & financial bids will be opened on **15-10-2018 at 04.00 P.M.** at 8th Floor, Signature Towers Opp: Botanical Gardens, Kothaguda, Kondapur, Hyderabad – 500084. However, the Principal Commissioner of Income Tax-3, Hyderabad reserves the right to postpone the opening of bids and the same shall be intimated to all the bidders.

8. Initially, the technical bids will only be opened. The financial bids will be opened only, if the applicant tenderer is selected in the technical bid qualifying in all aspects as per the eligibility criteria an evidence to thereof enclose to the technical bid as mentioned in 6A. Rates quoted should be all inclusive with proper break-up and no separate claims will be entertained.

9. The successful bidder shall have to execute the contract from 01-10-2018 and furnish performance guarantee amount as per clause 29 of Annexure-I. Initially the contract is for a period of one year and likely to be extended for further period on need based.

10. The Principal Commissioner of Income Tax-3, Hyderabad reserves its right to reject any or all bids at any stage of bid process and also to cancel the entire tender process without assigning any reason.

Encl: Annexure-I, II, III, IV & V


(SUNIL KUMAR OJHA)
Principal Commissioner of Income Tax-3
Hyderabad

Copy to:

1. The Web Manager for uploading the above document on the websites www.incometaxhyderabad.org, www.eprocure.gov.in, www.incometaxindia.gov.in
2. For display on the Notice Board of Signature Towers, Hyderabad.

Terms and Conditions for providing services of Secretarial 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 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 Office.
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 Commissionerate 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 their service provider to pay their salary every month
6. If it is found that the service provider has paid wages to any Secretarial Assistant 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 secretarial assistants deployed by the service provider and Union Government and further the said persons of the service provider shall have no right at all 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 be 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. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this charge.

9. It will be liability of the service provider to pay all the liveable taxes, surcharge, any liability etc. to the concerned Department. This Department will not make any payment of tax, surcharge, GST, gratuity, deductions etc. either to the concerned government departments or the Secretarial Assistants, so provided directly. All the payment of such as wages or salary, other allowances etc. to the deployed staff shall be paid by the service provider only.
10. The personnel deployed by the service provider 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.
11. The personnel deployed by the service provider 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.
12. The persons deputed shall not interfere with the duties of the employees of the department.
13. The Principal Commissioner of Income Tax-3, Hyderabad 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 will 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.
14. The service provider has to provide photo identity cards to the persons deployed by him/her for carrying out the work. These cards are to be constantly displayed & their loss be reported immediately.
15. 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.
16. 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.
17. Working hours would be normally from 9.15 A.M. to 5.45. P.M. during the working days in 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 gazette holidays, if required. For this, no extra payment shall be made to service provider or Secretarial Assistant.

holidays, if required. For this, no extra payment shall be made to service provider or Secretarial Assistant.

18. 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.

19. 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 Secretarial Assistant 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.

20. The Service Provider should submit bills every month to the respective Head of Office to whom the outsourced personnel is / are attached. Payment will be made by respective DDO after certifying his/her services by Head of Office concerned out of their sanctioned budget.

21. No wage/remuneration will be paid for any personnel for the days of absence from duty unless a substitute has been provided.

22. 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.

23. 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.

24. 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 fulfilment of the contract from time to time.

25. 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.

26. 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.

27. 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.

28. The service provider shall furnish the details of bio-data of the personnel deployed with photo, Aadhaar card, contact numbers and other credentials.

29. The successful bidder shall furnish a performance security deposit equivalent to 10% of the annual value of the contract in the form of account payee demand draft drawn in favour of the ZAO, CBDT, Hyderabad payable at Hyderabad 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 Secretariat Assistant.

30. 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 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 term 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.

31. The deployed personnel should be competent and proficient enough to discharge the assigned duties to the satisfaction of the Officer and failing which, the Department shall reserve the right to disengage his/her services and the service provider shall be responsible to provide suitable substitute.

32. The agreement can be terminated by either party by giving one month 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.

33. The service provider shall not assign, transfer, pledge, or sub contract the performance of service without the prior consent of this department.

34. 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.

35. In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Principal Commissioner of Income Tax, Rajamahendravaram whose decision shall be binding on both the parties.

TECHNICAL BID

S. No.	Particulars	To be filled 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 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 atleast 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 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 telephone No. & fax No.)	:	
3	Name & Address of the Proprietor/partners/Directors (with mobile numbers)	:	
4	(a)Monthly charges (in Rs.) quoted per person (26 days in month) for Secretarial Assistant		
	(b)PF	:	
	(c)ESI	:	
	(d)GST (should not be less than minimum rate fixed by Central Government Rules)	:	
	(e)Service Charge / 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 will be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized Signatory with date)

ANNEXURE-IV

SELF CERTIFICATE

(To be enclosed with Technical Bid Annexure -II)

I/we hereby declare that :-

(i)	I/we have 3 years of experience in this filed and have experience of providing Secretarial Assistance to Govt. Department / Public Sector Department/Govt. Dept./Private Company. I am also enclosing herewith the "Satisfactory Performance Certificates" issued by two organizations to which we have rendered the Secretarial Assistance.
(ii)	My/our annual turnover is not less Rs.15 crore for the last 3 financial years as per the Financial Years mentioned as per the terms & conditions. I/We have enclosed the copies of returns of income filed/P&L Account, Balance Sheet for the Financial Years 2015-16, 2016-17 & 2017-18.
(iii)	I/we have enclosed the Demand Draft/Banker's Cheque in respect of Earnest Money Deposit of Rs. 50,000/-.
(iv)	I/we have signed every page of the tender document and submitted the same along with the Annexure-II in token of having read the contents of the tender document.
(iv)	I/we am/are not blacklisted or debarred from participating in the tenders at any point of time by any of the Central or State Govt., Semi Govt. or local body agencies.
(vi)	I/we have service tax registration number and also have ESI & PF. Proof enclosed.
(vii)	I/we have enclosed the Demand Draft of Rs. 1,000/- in favour of ZAO, CBDT, Hyderabad, which is non-refundable.
(viii)	I/we have completed at least one year contract of value not less than Rs. 10 Lakhs per annum related to providing similar services in a single contract.
(ix)	I/we have read and understood the entire tender document and duly signed at all the pages.

Place:

Date:

(Signature of Authorized Signatory
with Stamp and date)

FORM FOR PERFORMANCE GUARANTEE
IN CONNECTION WITH HIRING OF SECRETARIAL ASSISTANTS

To
The President of India

Through DDO, O/o. Principal Commissioner of Income Tax-3, Hyderabad

WHEREAS (Name of address of the contractor) (Hereinafter called "the contractor") has undertaken, in pursuance of contract No dated to supply Secretarial Assistants.

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, upto 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 demand the said debt from the contractor before presenting us with the demand.

We further agree that no change of 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 of2018.

(Signature of the authorized officer of the Bank)

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Name and designation of the officer

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