

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
INCOME TAX DEPARTMENT

OFFICE OF THE
COMMISSIONER OF INCOME TAX (DR)-II
Bench-B, ITAT, 601, 6th Floor,
CGO Towers, Kavadi guda, Hyderabad-500080
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F.No CIT(DR)/Bench-B/ITAT/Hyd/Tender/2018-19

Dated:26.09.2018

NOTICE INVITING TENDER

Subject: Hiring of Secretarial Assistance (Skilled Man Power) for the O/o.Commissioner of Income-tax (DR)-II, ITAT, Bench-B, Hyderabad -from 01-11-2018 onwards till further order- Regarding.

Sealed quotations are invited from reputed Placement Agencies/Vendors/Service providers for the supply of 04 (FOUR) Nos. Secretarial Assistance personnel for this office on "no work no pay" basis.

S.No	Name of the Office & Location	No. of Secretarial Assistance personnel required
1	O/o. Sr.AR-I (B-Bench),ITAT, Hyderabad	02
2	O/o. Sr.AR-II (B-Bench),ITAT, Hyderabad	02
	Total	04

Total 04 (Four) Secretarial Assistants are required. The requirement of this Office for Secretarial Assistants may further increase or decrease during the period of Contract and the bidder shall have to provide additional personnel or reduce the personnel, if required, on the same terms and conditions.

The Placement Agencies/Vendors/Service Providers (herein after referred to as the "Service provider" if interested, may submit their quotations on or before **08.10.2018 latest by 15.00 Hours** to the Office of the Commissioner of Income-tax (DR)-II,ITAT, Bench-B, 601, 6th floor, CGO Towers, Kavadi guda, Hyderabad-500080 in line with the terms and conditions enumerated below:

1. The terms and conditions for providing Secretarial Assistance shall be as under:-

- (i) The Service Provider/Bidder should have at least 3 years previous experience of deploying/supplying Office Assistants to Government Departments/Public Sector 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 must have a turnover of **Rs. 05 Crore per annum** during the last three financial years i.e. 2015-16, 2016-17 and 2017-18.
- (iii) The service provider company/firm/agency/bidder should have completed at least one year contract of value not less than Rs.15 Lakh per annum related to providing similar services in a single contract.
- (iv) The Service Provider/Bidder should have valid Service Tax, PF, ESI, GST/TIN, TAN, Trade tax, Labour department registrations and 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 Departments/Government Organizations/PSUs.
- (vi) The Service Provider /Bidder should be agreeable to other terms and conditions as mentioned 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, Hyderabad" towards cost of the tender process.

2. Nature of Duties:

Secretarial Assistants:

The duty of Secretarial Assistants would broadly include attending to various typing (document preparation & letters); data entry work (enters, edits, and processes forms and also maintains related databases), recordkeeping work (responsible for maintaining office filing and recordkeeping systems); and related jobs specific to the Offices mentioned in various locations; communicates/conveys information to assesseees and answers enquiries from assesseees based on the instructions of the Officers concerned regarding departmental rules regulations, policies and procedures and also any other work assigned to them by the Senior Officers/Officials.

3. Eligibility Criteria

Secretarial Assistant:-

- i) Secretarial Assistant should possess a Bachelor's Degree from a Recognised University.
- 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 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.

4. Bidding Process

4.1 An Earnest Money Deposit (EMD) of Rs. 20,000/- (Rs. Twenty 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. 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.

4.2 The interested parties may submit sealed tenders in two parts- Technical bid and Financial bid.

A. The Technical bid shall contain:

- 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 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 1, 3 & 4.2A (relating to technical bid) above are not fulfilled.

(Note: Copy of the above asked documents must be enclosed in the bid envelope.)

B. The Financial bid as per Annexure-III shall 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 etc. which in no case can be lower than minimum wages specified by Govt. of Telangana;
- ii) Service Charges of the Service Provider per Secretarial Assistant;
- iii) Total amount that is aggregate of (i) & (ii) per Secretarial Assistant. The lowest bidder shall be decided on the basis of amount in clause-iii above. It may be clarified that Service tax, as applicable, will be separately paid with each monthly bill on actual basis;
- iv) The Secretarial Assistant shall be paid as per the prevailing wages prescribed by the Minimum Wages Act of the Government of Telangana. Any change in the minimum wages made by the

Government will automatically change the wages payable under this Contract;

- v) The Service Provider/Bidder will have to specify the amount to be charged by it towards Service Charges 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/wages payable to the personnel provided, Service providers bidding at 0% or absurdly low Service Charges shall be disqualified.

4.3 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 Secretarial Assistant**. This should be addressed to the Commissioner of Income-tax (DR)-II, ITAT, Bench-B, 601, 6th floor, CGO Towers, Kavadi guda, Hyderabad- 500080 and sent by post or hand delivered before **03.00 P.M. on 08.10.2018**. No Bid shall be received after 03.00 P.M. on 08.10.2018. The Tenders will be opened immediately after the closure time, i.e. 03:00 P.M. on 08/10/2018 by a Tender Committee duly appointed by the Commissioner of Income Tax(DR)-II, ITAT, Bench-B, Hyderabad.

5. The Financial bid of only those bidders would be opened whose Technical bid has been successful.

6. The successful bidder shall have to execute the Contract from 01st November, 2018 and furnish Performance guarantee amount as per Clause 28 of Annexure-I.

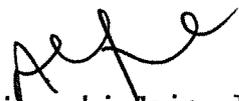
7. This Office reserves its right to reject any or all bids at any stage of bid process without assigning any reason.


(Alka Rajvanshi Jain, IRS)
Commissioner of Income-tax (DR)-II,
ITAT, Bench-B, Hyderabad

Encls: Annexure-I, II, III & IV

Copy to:

1. The Web Manager for uploading the above document on the website <http://incometaxhyderabad.gov.in/>
2. For display on the Notice Board of O/o-CIT (DR)-II, Bench-B, ITAT, CGO Towers, Kavadi guda, Hyderabad.


(Alka Rajvanshi Jain, IRS)
Commissioner of Income-tax (DR)-II,
ITAT, Bench-B, Hyderabad

Annexure-I

Terms and Conditions for providing services of Secretarial Assistants:

1. All services on outsourcing basis shall be provided 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 provided by the Service Provider shall be got verified before their deployment by collecting proofs of identity like Aadhaar Card, Driving License, Bank Account details, previous work experience, proof of residence, recent photograph and a certification to this effect shall be submitted to this Office.
4. The Service Provider shall also ensure that the personnel deployed are medically fit and shall keep in record a certificate of their medical fitness. The Service Provider shall withdraw such personnel 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 employees of the Service Provider and it shall be the duty of the Service Provider to pay their Salary/Wages every month. The Salary/Wages cannot be lower than the amount notified by the Government.
6. If it is found that the Service Provider has paid Salary/Wages to any Secretarial Assistant higher/lower than the rate approved in the Contract or the Minimum Wages notified by the Government of Telangana, then the Contract shall be liable to be terminated with the recoverable amount either paid in excess or short payment.
7. There shall be no master and servant or employer and employee relationship between the employees of the Service Provider and the Government of India 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 personnel 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 Office.**
9. The Service Provider's personnel shall not divulge or disclose to any persons any details of the 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 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 it.

11. The persons deputed shall not interfere with the duties of the Employees of the Department.

12. The Commissioner of Income Tax(DR),ITAT, Bench-B, Hyderabad Charge 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 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 of its personnel in the office premises and enforce prohibition of consumption of alcoholic drinks, pan, smoking and 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. The Working hours would be normally from 9.30 A.M. to 6 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 gazetted holidays, if required. For this no extra payment shall be made to the Service Provider or the Secretarial Assistant.

17. That the Service Provider shall be wholly and exclusively responsible for timely and regular payment of Salary/Wages to the persons engaged by it in compliance to 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 shall submit the bill, in triplicate, in respect of a particular month on or after the 1st 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.

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 submitted by the Service Provider.

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

21. The Service Provider shall 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/e-mail/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.1,00,000/- (Rupees One Lakh only) in the form of Account Payee Demand Draft drawn in favour of the ZAO, CBDT, Hyderabad payable at Hyderabad or Fixed Deposit Receipt from any 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 Secretarial Assistants.

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 5 months commencing from 01-11-2018 to 31-03-2019 and shall continue to be in force in the same manner unless terminated or modified in writing as per the policy guidelines of the Department for engaging Secretarial Assistants. The contract/agreement is renewable subject to policy guidelines of the Department for engaging Secretarial Assistants and satisfactory performance of the Service Provider and with such amendments/modifications of terms and conditions as may be mutually agreed to include rise in wages/service charges taking into account the increase in minimum wages by the Govt. of Telangana 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'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 subcontract the performance of service without the prior consent of this department.

32. The Service Provider shall adhere to all prevalent laws & taxes in the course of providing the service.

33. On the expiry of the agreement, as mentioned above, the Service Provider shall 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 of the personnel of the Service Provider, it shall be the entire responsibility of the Service Provider to pay and settle the same.

34. In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Pr. Chief Commissioner of

Income Tax, Andhra Pradesh & Telangana, Hyderabad whose decision shall be binding on both the parties.

I/We hereby accept the above Terms and Conditions for providing services of Secretarial Assistance (Skilled Man Power). I/We 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 Income tax Department in future.

(Signature of Authorized Signatory with date)

Annexure-II :

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 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 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 concern 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/Orders placed on the Service Provider)	
10	Whether evidence of IT Returns along with Audited Profit and Loss Account &Balance Sheet for the last three financial years to be 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/We hereby certify that the information furnished above is true and correct to the best my/our knowledge. I/We understand that in case any deviation is found in the above statement at any stage, I/We will be blacklisted and will not have any dealing with the Income tax Department in future.

(Signature of Authorized Signatory with date)

ANNEXURE-III

FINANCIAL BID :

1. Nam of the Service Provider :
2. Address (With Tel. No. & Fax No.) :
3. Name &Address of the Proprietor/partners/Directors(with Mobile numbers) :
4. Monthly Charges (in Rs) quoted per person (26days in month) for Secretarial Assistant:

Particulars	Secretarial Assistants
Minimum wages as per Telangana State Minimum Wages Act	
PF	
ESI	
Service Charges	
Service Tax	
Total	

DECLARATION

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

(Signature of Authorized Signatory with date)

ANNEXURE-IV

FORM FOR PERFORMANCE GUARANTEE

IN CONNECTION WITH HIRING OF SECRETARIAL ASSISTANTS:

To
The President of India
Through DDO,
O/o, Commissioner of Income Tax (DR)II,
ITAT, Bench-B, Hyderabad.

WHEREAS (Name of address of the Service Provider)(Hereinafter called "the Contractor") has undertaken, in pursuance of contract Dated.....to supply **04** Secretarial Assistants to the various Offices under the Commissioner of Income tax(DR)-II,ITAT, Bench-B, Hyderabad Charge.

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 Bank 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 **Rs. 1,00,000/- (Rupees One Lakh only)**, 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 **Rs.1,00,000/- (Rupees One Lakh only)** as aforesaid, without you need 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 any 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 not 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 theday of..... 2018

(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)