



सत्यमेव जयते

GOVERNMENT OF ASSAM

SECRETARIAT ADMINISTRATION (ACCOUNTS) DEPARTMENT

DISPUR, GUWAHATI-06

APPOINTMENT OF SERVICE PROVIDER

FOR FILING e-TDS Return (FORM 24Q & FORM 26Q),  
,ONLINE GENERATION OF FORM 16 & 16A & FILING OF GST RETURN.

FOR THE

FINANCIAL YEAR 2021-22(w.e.f. 01/10/2021 to 31/03/2022), 2022-2023 & 2023-2024

FOR

ASSAM SECRETARIAT,  
GOVERNMENT OF ASSAM,  
DISPUR, GUWAHATI

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BIDDERS SIGNATURE WITH SEAL

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## **1. INTRODUCTION:**

### **1.1. Secretariat Administration Department**

Secretariat Administration Department is a non-development department and mainly concerned with the administration of the Assam Secretariat (Civil). It deals with the establishment matters of the officers and staff of the Assam Secretariat Services. The Department comprises of the following branches:

- i. Secretariat Administration (Establishment) Branch
- ii. Secretariat Administration (Gazetted & P.F. Cell) Branch
- iii. Secretariat Administration (Nazarat) Branch
- iv. Secretariat Administration (Accounts) Branch
- v. Secretariat Administration (Issue Branch) Branch
- vi. Secretariat Administration (Vehicle Cell) Branch

### **1.2. Secretariat Administration (Accounts) Branch**

Secretariat Administration (Accounts) Branch deals in the following matters:-

- i. Preparation of salary bills and distribution of allowances of the Ministers, Officers and all staff of Assam Secretariat.
- ii. Keeping records of other contingency expenditure relating to the employees of the Assam Secretariat.
- iii. Matter relating to Income Tax, Arrear Bill, PAC & Audit, Inspection report of AG.
- iv. Preparation of T.A. & LTC Bills of gazetted staff and non-gazetted staffs.
- v. Preparation of medical bills, telephone bills, GIS & GFP bills of employees / staff of Assam Secretariat.

**1.3** The purpose of this EOI is to appoint a service provider for filing e-TDS Return (Form 24Q & 26Q), online generation of Form 16 & 16-A and filing GST returns for the financial year **2021-22 (w.e.f. 01/10/2021 to 31/03/2022), 2022-23 and 2023-24.**

## **2. NOTICE INVITING EOI**

**2.1)** Secretariat Administration (Accounts) Department invites EOI from Guwahati based Chartered Accountants/ Tax Consultants giving details of their organization and terms and conditions in a sealed envelope superscribed / marked as “Bid for filing e-TDS Return (Form 24Q & 26Q), Online Generation of Form 16 / 16A & filing GST returns every month for the **financial years 2021-22 (w.e.f. 01/10/2021 to 31/03/2022) , 2022-23 and 2023-24.**

**2.2)** In the financial bid, a lumpsum cost in rupees (both in figures and words) may be shown for filing e-TDS Return quarterly (Form 24Q & 26Q), online generation of Form 16 & 16A & filing GST returns every month separately.

**2.3)** The work is to be completed within a period of one month from the date of receipt of work order. Interested parties may collect the tender / bid document from Under Secretary to the Govt.

of Assam, Secretariat Administration (Accounts) Department, Assam Secretariat, Dispur during office hours.

**2.4)** Interested CAs/Tax Consultants who meet the criteria may furnish their EOI with all necessary documents in sealed cover along with the covering letter duly signed by an authorized signatory and non-refundable processing fee of Rs. 1000.00 (One thousand) only in the form of DD in favour of Under Secretary to the Govt. of Assam, Secretariat Administration (Accounts) Department, payable at Guwahati.

**2.5)** EOI submitted by telegram, fax, email shall not be considered. SA (Accounts) Department shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained.

**2.6)** EOI should contain the following documents:-

- i) An application stating the intent to submit offer for filing e-TDS Return (Form 24Q & 26Q), Online Generation of Form 16 / 16A & filing GST returns every month.
- ii) Experience certificates.
- v) NSC of Rs.20,000.00/- (Rupees twenty thousand) only in favour of Under Secretary, Secretariat Administration (Accounts) Department, Dispur as earnest money.
- vi) Separate sealed envelopes containing Technical / Financial Bid.

**2.7)** The firm will forfeit the earnest money in case of its failure to undertake the work upon final selection and receiving work order.

**2.8)** Secretariat Administration (Accounts) Department reserves the right to reject any tenders without assigning any reason thereof.

**2.9)** The tenderer or their representative may be present at the time of opening the Technical Bid.

**2.10)** The date of opening of Financial Bid will be notified to the shortlisted bidders. Short listed bidders or their representatives may be present at the time of opening the Financial Bid.

### **3. CRITICAL INFORMATION**

Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

<b>Se. No.</b>	<b>Information</b>	<b>Details</b>
1	EOI No. & Date	S(A)1/2021/103 dated 21 <sup>st</sup> Sept 2021
2	Last date for submission of EOI	11 <sup>th</sup> October, 2021
3	Address at which tender is to be submitted	Under Secretary to the Govt. Of Assam Secretariat Administration (Accounts) Department , 1 <sup>st</sup> Floor, Block-A, Assam Secretariat, Dispur, Guwahati-781006
3	Opening of EOI	Will be intimated later.

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#### **4. ELIGIBILITY CRITERIA FOR THE BIDDER**

The invitation of bids is open to all entities based in Guwahati, Assam who fulfil the criteria as specified below.

**4.1)** The Bidder should be an Individual CA/ Tax Consultant with minimum 10 years of existence and must be engaged with State Government Organizations / PSUs / Government Undertakings with minimum 10 years in the field of TDS related activities as per detailed scope of work stated in the Scope of work. The Bidder should submit the documentary evidence of the same as part of its Bid.

**4.2)** The Bidder should be managing minimum 2500 State Govt. deductees (where TDS is applicable) per year for a minimum period of 3 years. Documentary evidence to be provided along with the technical bid.

**4.3)** The Bidder should be able to provide services as specified in the scope of work given in this document, from Secretariat Administration (Accounts) Department, premises whenever required.

**4.4)** The Bidder should have a business continuity plan in place.

**4.5)** The Bidder should not be blacklisted by any Govt./Govt. Agency/Financial Institutions in India or overseas. In this regard, the Bidder shall provide a self certification on its letter head at the time of submission of Bid.

**4.6)** Bidder should comply with all applicable Union, State and local laws, ordinances, regulations in performing its obligations including the procurement of licenses, permissions, certificates, etc. payment of taxes, if required. In this regard, the Bidder shall provide a self certification on its letterhead alongwith certified copies of said documents at the time of submission of Bid.

**4.7)** The Bidder should have trained /experienced personnel and manpower to carry out this activity. Sub-contracting/outsourcing/consortium of any work is not allowed.

The Bidder must comply with all above-mentioned criteria. Non-compliance with any of the criteria will entail rejection of the bid summarily. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made. Secretariat Administration (Accounts) Deptt. reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of the Secretariat Administration (Accounts) Deptt. in this regard shall be final, conclusive and binding upon the Bidder.

Note: All documentary evidences/certificates confirming compliance criteria should be part of Technical bid

#### **5. SCOPE OF WORK**

**5.1)** The detailed scope of work and requirements are given below. Secretariat Administration (Accounts) Department intends to outsource filing of e-TDS Return , online generation of Form 16 & 16A & filing of GST return every month. All costs and expenses associated with the delivery of services as per the scope should be borne by the bidder.

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5.2) The bidder should have owned/licensed set up for filing of e-TDS Return, online generation of Form 16 & 16A & filing GST return.

5.3) The successful bidder should ensure that all the requirements should be available within a month from the date of signing the Contract. Non-availability of the functionality will attract penalties, as may be decided by Secretariat Administration (Accounts) Department and may also entail termination of Contract.

5.4) The costs and expenses for installing/upgrading/operating/integrating with Secretariat Administration (Accounts) Department existing systems if required are to be borne by the Service Provider/Successful Bidder.

5.5) Turn Around Time (TAT) shall be as per Secretariat Administration (Accounts) Department statutory requirements.

5.6) The successful bidder should provide reports such as the number of forms received for processing, forms processed/rejected with reasons thereon and successful adherence of TAT or reasons for non-adherence etc.

5.7) The successful bidder should provide round the clock reliable support for facilitating Secretariat Administration (Accounts) Department to handle TDS / GST matters.

5.8) The process should be agreed through exchange of knowledge for carrying the activities as per the scope of work and should be documented.

5.9) The agreed services are to be provided on-site from Secretariat Administration (Accounts) Department premises whenever required.

## **6. INSTRUCTION TO THE BIDDERS**

### **Submission Of Bids:**

6.1) The bid prepared by bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and Secretariat Administration (Accounts) Department, shall be in English only. The Secretariat Administration (Accounts) Department will follow a two stage bidding process. The bidders shall submit their bids in two parts i.e. Technical (the Technical Bid) and Financial (the Commercial Bid), in separate sealed envelopes. The envelope of Technical Bid should also be superscribed as the **“BID for Filing eTDS Return, Online Generation of Form 16 & 16A & Filing GST Return”-TECHNICAL BID**”. Envelope containing Commercial Bid should be super scribed as **“BID for Filing eTDS Return, Online Generation of Form 16 & 16A & Filing GST Return”-FINANCIAL BID**”. No indications pertaining to price or financial or commercial terms are to be made on the envelopes.

6.2) Both the covers i.e. Technical Bid and Financial Bid shall be put in a single cover super scribing the words:

**“Appointment of service provider for “Filing eTDS Return, Online Generation of Form 16 & 16A & Filing GST Return” << Name & contact no. of Service Provider>>**

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and addressed to the Under Secretary to the Govt. Of Assam, Secretariat Administration (Accounts) Department, 1<sup>st</sup> Floor, Block-A, Assam Secretariat, Dispur, Guwahati-781006. Tender applications should be dropped in tender box kept for the purpose on 1st floor of above office in person on or before the stipulated date & time as per schedule indicated in the Critical Information Sheet for the purpose. Bids received by India Post/ Courier will not be accepted. Any Bid/Tenders received by Secretariat Administration (Accounts) Department after the deadline for submission of Bid/tenders prescribed by Secretariat Administration (Accounts) Department will be summarily rejected.

**6.3)** In the event of the specified date for the submission of bids being declared a holiday for Secretariat Administration (Accounts) Department, the bids may be submitted up to the appointed time on the next working day, unless otherwise specified by Secretariat Administration (Accounts) Department.

**6.4)** No indications pertaining to price or financial or commercial terms shall be made on the envelopes. Any deficiency in documentation may result in the outright rejection of the bid and Secretariat Administration (Accounts) Department shall not be liable for the same in any manner whatsoever. Any decision of Secretariat Administration (Accounts) Department in this regard shall be final, conclusive and binding on the bidders and shall not be questioned / challenged by the bidders.

**6.5)** Secretariat Administration (Accounts) Department may, at its own discretion, extend the period for submission of bids by amending this EOI. However, no request for extension of time from the Bidders shall be binding upon Secretariat Administration (Accounts) Department. Any decision in this regard taken by Secretariat Administration (Accounts) Department shall be final, conclusive and binding on the Bidders and shall not be questioned / challenged by the Bidders.

**6.6)** The envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late". Any Bid received by Secretariat Administration (Accounts) Department after the time prescribed by Secretariat Administration (Accounts) Department for receipt of Bids, will be rejected and returned unopened to the Bidder. Any decision in this regard taken by Secretariat Administration (Accounts) Department shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidders.

The details thereof are as follows:

**6.7) ENVELOPE-I (Technical Bid)**

The Technical Bid should be completed and complied with in all respects and contains all information asked for, except prices. The Technical Bid should include all documents/items as specified herein. The Technical Bid should not contain any price related information. It is mandatory to submit technical details in the prescribed formats, duly signed by the authorized signatory and other details duly filled in along with the following:-

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- i) Offer letter on letter head as per **Annexure I**;
  - ii) NSC for the EMD amount in the manner specified herein;
  - iii) A demand draft for the application fee of Tender in the manner specified herein.
  - iv) Supporting documents/copies in support of Bidder's eligibility as per eligibility criteria given in **Annexure II**;
  - v) Details of the Bidder as per **Annexure III**;
  - vi) Bank details **Annexure IV**;
  - vii) Duly signed copy of scope of work of filing e-TDS Return & Online Generation of Form 16 & 16A & GST.
  - viii) Undertaking as per **Annexure V**.
  - x) Non-Disclosure Agreement as per **Annexure VI**.
  - xi) Format of Power of Attorney for signing of bid as per **Annexure VII** if applicable.
  - xii) Copy of tender with Seal & Signature on each page
  - xiii) Letter permitting and authorizing Secretariat Administration (Accounts) Department and its officials to visit and inspect its premises if required before/after opening of the Bids.

**6.8) ENVELOPE-II (Commercial Bid):**

- i) The Financial Bid as per **Annexure VIII** should give all relevant price information and should not contradict the Technical Bid in any manner. The quoted prices shall be after discount and inclusive of all applicable taxes. However tax is to be shown separately. If any tax is levied by virtue of law in force after awarding of the Contract, it will be borne by the Bidder and Secretariat Administration (Accounts) Department shall not incur any liability. In case Secretariat Administration (Accounts) Department is required to pay such taxes/dues for restoration of services, it shall have the right to deduct the same from the amount payable to the Service Provider/ Successful Bidder.
- ii) Financial Bids in which the prices are not quoted as mentioned herein will be summarily rejected. Any decision of Secretariat Administration (Accounts) Department in this regard shall be final, conclusive and binding on Bidders.
- iii) Final prices decided between the Successful Bidder and Secretariat Administration (Accounts) Department shall remain fixed during the entire Contract period and no increase of rates will be allowed under any circumstances. However, in case of reduction of prices due to technological obsolescence/change of product model or such other similar reasons, the Bidder shall pass on the price benefit to Secretariat Administration (Accounts) Department. Nevertheless, it shall always be the duty of the Bidder to use the best industry practices and latest technology while performing the Services under the Contract.



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iv) Any deficiency in documentation may result in the outright rejection of the Bid and Secretariat Administration (Accounts) Department shall not be liable for the same in any manner whatsoever. Any decision of Secretariat Administration (Accounts) Department in this regard shall be final, conclusive and binding on the Bidder/tenderer.

v) Technical & Financial Bids must be submitted at the same time, giving full particulars in separate sealed envelopes at Secretariat Administration (Accounts) Department's address specified. The Bids have to be submitted in the form of printed document(s) only. The Bids submitted by any other means/media shall not be entertained.

**6.9) Bid Currency:** Bids are to be quoted in Indian Rupees (INR) only.

**6.10) Bid Security [Earnest Money Deposit (EMD)]**

i) The Bidder shall furnish, as part of its Bid, a bid security/ earnest money deposit (EMD) as mentioned in EOI by way of NSC order in favour of 'Secretariat Administration (Accounts) Department' payable at Guwahati. The EMD shall be furnished in Indian Rupee [INR] only. It is clarified that the bid security will not bear any interest whatsoever. Any Bid not secured by EMD as mentioned above, shall be summarily rejected forthwith by Secretariat Administration (Accounts) Department, without any further correspondence, as non-responsive. Any decision of Secretariat Administration (Accounts) Department in this regard shall be final, conclusive and binding on the Bidder.

iii) The EMD of the Unsuccessful Bidder will be discharged or returned to the Unsuccessful Bidder through NEFT/RTGS or any other mode as may be decided by Secretariat Administration (Accounts) Department as promptly as possible. No interest will be payable on EMD.

iv) The EMD will be forfeited:

- a) If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of Contract and/or conceals or suppresses material information. Or
- b) If any effort is made by a Bidder to influence Secretariat Administration (Accounts) Department in its decision on bid evaluation, comparison or Contract award decisions
- c) In the case of the Successful Bidder, if the Successful Bidder evades / avoids / refuses / delays / fails to sign the Contract in the form and manner to the satisfaction of Secretariat Administration (Accounts) Department.

Notwithstanding anything contained in the EOI, any decision in this regard by Secretariat Administration (Accounts) Department shall be final, conclusive and binding on the Bidders and shall not be questioned/challenged by the Bidder(s).

**6.11)** Any decision as to compliance of the terms and conditions of this bid document and on rejection of any tender document or any part thereof shall be at the sole discretion of Secretariat Administration (Accounts) Department and shall be final, conclusive and binding on the Bidder(s).

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## **7. BID OPENING AND EVALUATION**

**7.1)** The Secretariat Administration (Accounts) Department will open the Bids, in presence of the representatives of Bidders who choose to attend, at the time and date mentioned under critical information part of this document, unless otherwise specified by Secretariat Administration (Accounts) Department.

**7.2)** The representatives of the Bidder, who are present at that time, shall sign and enter his/her Name along with the Contact Number in the Bid opening register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for Government, the Bids shall be opened at the specified time and place on the next working day, unless otherwise notified by the Secretariat Administration (Accounts) Department.

**7.3)** Bids that are rejected during the Bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

**7.4)** In the first stage, only the Technical Bids will be opened in presence of the Bidder(s) representatives and Secretariat Administration (Accounts) Department officials and will be evaluated by an Evaluation Committee on a separate date. The Bidders will be shortlisted on the basis of fulfilling the eligibility criteria and scope of work as detailed in this document. Thereafter, they will be subjected to technical evaluation.

**7.5)** Bidders receiving a minimum of 60% marks under technical evaluation as per the matrix defined in clause no 8.4 of the bid would be declared as technically qualified. However, In case there are only two or less than two Bidder with a score 60% and above, then only the top 3 Bidders may be considered for further evaluation.

**7.6)** The Financial Bids of only those Bidders, which are technically qualified, will be opened by Secretariat Administration (Accounts) Department's Committee.

## **8. TECHNICAL EVALUATION**

**8.1)** The Bids will be evaluated on the basis of information/documents submitted by the Bidders.

**8.2)** The Secretariat Administration (Accounts) Department at its discretion may call upon the Bidders to make a presentation regarding its technical capabilities, systems and procedures employed towards execution of the Services. The presentation of proposed solution will be at Bidder's cost in the Secretariat Administration (Accounts) Department's premises, the address of which will be communicated prior to such presentation.

**8.3)** As a part of evaluation process of Technical Bids, the Secretariat Administration (Accounts) Department may inspect the Bidder's premises.

**8.4)** The various parameters for technical evaluation and their scores are given in the table below.

Sl. No.	Criteria	Maximum Marks	Scoring Mechanism	
1	Existence of the bidders in business related to professional service in years.	20	7-10	15 Marks
			11-20	20 Marks
2	Manpower – exclusively involved in the above mentioned services. (Numbers of resources)	20	5-10	15 Marks
			11-25	20 Marks
3	Years of experience in similar service. (eTDS Return, Online generation of form 16 & 16A) & filing GST Return.	25	7-10 Years	10 Marks
			11-15 Years	15 Marks
			16-20 Years	25 Marks
4	No. of eTDS, Form 16 & 16A deductee sprocessed per annum & filing GST return.	35	250-500	10 Marks
			501 -1000	15 Marks
			1001 - 1500	20 Marks
			1500 and above	35 Marks
Total		100		

**Note:** All certifications need to be on the letter heads of the Bidders/Clients of the bidders.

## **9. OPENING OF FINANCIAL BID**

**9.1)** The sealed envelopes containing the Financial Bid shall be opened by the Secretariat Administration (Accounts) Department's committee on the prescribed date which will be informed to the shortlisted bidders. Secretariat Administration (Accounts) Department is not bound to accept the lowest or any Bid and has the right to reject any or all Bids without assigning any reason whatsoever. Secretariat Administration (Accounts) Department also reserves the right to re-issue / re-commence the Bid process. Any decision in this regard by Secretariat Administration (Accounts) Department shall be final, conclusive, and binding on the Bidders.

**9.2)** Commercial Rates:- The Bidders will have to submit the rates as per the commercial bid form as given at **Annexure VIII**. The rates will have to be necessarily submitted at the time of submission of the tender. The bids without the financial bids or incomplete bids, will be rejected.

**9.3)** Clarifications of Bids :- To assist in the scrutiny, evaluation and comparison of Bids, Secretariat Administration (Accounts) Department may, at its sole discretion, ask some or all Bidders for clarification of their Bids. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted. Any decision of Secretariat Administration (Accounts) Department in this regard shall be final, conclusive and binding on the Bidder(s). The clarification of Bids need to be submitted as per the format to be given by Secretariat Administration (Accounts) Department.

**9.4)** Secretariat Administration (Accounts) Department reserves the right to negotiate the price with the finally successful Bidder before awarding the Contract.

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**9.5)** Secretariat Administration (Accounts) Department's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.

## **10. OTHER TERMS & CONDITIONS**

**10.1)** This EOI is not an offer by the Secretariat Administration (Accounts) Department, but an invitation to offer Bidder's responses. No contractual obligation on behalf of Secretariat Administration (Accounts) Department, whatsoever, shall arise from the EOI process unless and until a formal contract is signed and executed by duly authorized officers of Secretariat Administration (Accounts) Department and the Successful Bidder. The successful Bidder shall also confirm unconditional acceptance of Terms & conditions of the bid on its letter head in the format specified in **Annexure V**.

**10.2)** The Bidder must ensure that they possess the necessary expertise for executing the Scope of Work and the requisite permission/license for the equipment/software/manpower. It will be the responsibility of the Bidder to enter into inter-se-agreement with such other service provider(s) so as to ensure uninterrupted operations.

**10.3)** The Successful Bidder should have all necessary licenses, permissions, consents, no objections, approvals as required under law for performing the Services.

**10.4)** The Successful Bidder must build adequate safeguards to ensure that the information/documents/ records/assets of the Secretariat Administration (Accounts) Department are maintained in a way that the same are safe and there is no co-mingling of similar information with other organizations to which it may be providing services.

**10.5)** The Successful Bidder shall ensure preservation of all documents/data in accordance with all legal and regulatory obligations.

**10.6)** The Successful Bidder must ensure and confirm due diligence/KYC/Physical verification of its own as well as the employees of its service providers and must be able to provide documentary evidence for the same if required.

**10.7)** The Successful Bidder shall hand over all the documents/records/statements/information etc. kept in both hard and soft form with them to Secretariat Administration (Accounts) Department after completion of their contract period within a period of one week.

**10.8)** Secretariat Administration (Accounts) Department is not bound to accept the lowest bidder and preference will be given to those individuals/firms having adequate knowledge and experience in filing e-TDS Return, online generation of Form 16 & 16A & filing GST return related works of State Government Departments / Offices.

## **11. RESOLUTION OF DISPUTES**

**11.1)** All disputes or differences, whatsoever, arising between the parties out of or in relation to the terms and conditions, meaning and operation or effect of this Document or breach thereof

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shall be settled amicably. In case they are not able to settle the disputes or differences between them amicably, the same shall be settled by arbitration in accordance with the Indian Laws relating to arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. In case, the Successful Bidder fails to appoint its arbitrator or any conflict in the appointment of the arbitrator, sole arbitrator appointed by Secretariat Administration (Accounts) Department will arbitrate the matter and decision of such arbitrator shall be binding on the parties. The arbitration proceedings shall be conducted in English language. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. Any appeal will be subject to the exclusive jurisdiction of courts at Guwahati, Assam.

**11.2)** The Successful Bidder(s) shall not be entitled to suspend the work/ Service(s) or the completion of the job under the Contract, during the arbitration proceeding pending resolution of any disputes between the Parties, unless otherwise directed in writing by Secretariat Administration (Accounts) Department or unless the matter is such that the work /Service(s) cannot possibly be continued until the decision of the arbitrator is arrived at. However during such a contingency, Secretariat Administration (Accounts) Department shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Bidder, so that the work of Secretariat Administration (Accounts) Department is not disrupted. The venue for arbitration shall be the sole discretion of the Secretariat Administration (Accounts) Department. The provision under this section shall survive the Contract.

## **12. CONFIDENTIALITY**

**12.1)** The Bidder agrees that it shall hold in trust any Confidential Information received by it, under the Contract, and the strictest of confidence shall be maintained in respect of such Information.

**12.2)** The Bidder also agrees to maintain and use the Confidential Information only for the purposes of the Contract and only as permitted by Secretariat Administration (Accounts) Department.

**12.3)** The Bidder also agrees to only make copies as specifically authorized by the prior written consent of Secretariat Administration (Accounts) Department and with the same confidential or proprietary notices as may be printed or displayed on the original.

**12.4)** To restrict access and disclosure of Confidential Information to such of their employees, agents, vendors and Bidders strictly on a "need to know" basis, to maintain confidentiality of the information disclosed to them in accordance with this Clause.

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12.5) To treat all information as Confidential Information forever irrespective of whether the Contract is continued or is terminated. Any information related to Secretariat Administration (Accounts) Department should be treated confidential at all times.

**13. EXECUTION OF NON DISCLOSURE AGREEMENT (NDA):**

13.1) The Successful Bidder should execute Non- Disclosure Agreement (NDA) as per **Annexure-VI**.

**14. AUTHORIZED SIGNATORY**

14.1 The Successful Bidder shall indicate the authorized signatories who can discuss and correspond with Secretariat Administration (Accounts) Department. The Successful Bidder shall at the time of signing the Contract submit a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with Secretariat Administration (Accounts) Department, raise invoice and accept payments and also to correspond. The Successful Bidder shall provide proof of signature identification for the above purposes as required by Secretariat Administration (Accounts) Department.

**15. OWNERSHIP AND RETENTION OF DOCUMENTS**

15.1) Secretariat Administration (Accounts) Department shall own the documents, prepared by or for the Successful Bidder arising out of or in connection with the Contract.

15.2) Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by Secretariat Administration (Accounts) Department, the Successful Bidder shall deliver to Secretariat Administration (Accounts) Department all documents provided by or originating from Secretariat Administration (Accounts) Department and all documents produced by or from or for the Successful Bidder in the course of performing the Service(s) at no additional cost.

15.3) The Successful Bidder shall not, without the prior written consent of Secretariat Administration (Accounts) Department, store, copy, distribute or retain any such documents. Successful Bidder shall preserve all documents provided by or originating from Secretariat Administration (Accounts) Department and all documents produced by or from or for the Successful Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of Secretariat Administration (Accounts) Department in this regard.

**16. PAYMENT AND PAYMENT TERMS**

16.1) In consideration of the Successful Bidder providing deliverables and services as set out in this Contract, Secretariat Administrative (Accounts) Department shall pay the Successful Bidder the fees as agreed. The Successful Bidder shall raise yearly invoices. It is agreed that Secretariat Administrative (Accounts) Department shall make payments for all undisputed invoices to the

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Successful Bidder in accordance with the payment terms. Secretariat Administrative (Accounts) Department shall make the payment to the Successful Bidder deducting penalties, if any.

**16.4)** Secretariat Administrative (Accounts) Department is entitled to withhold payment for non compliance of Bid conditions.

**16.5)** Notwithstanding anything contained in this Contract or in any other document(s)

a) Under no circumstances Secretariat Administration (Accounts) Department shall be liable to the Successful Bidder and/or its employees / personnel / representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract;

b) Secretariat Administration (Accounts) Department shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.

**16.6)** Any payments made to and received by authorised Successful Bidder personnel shall be considered as a full discharge of Secretariat Administration (Accounts) Department's obligations for payment under the Contract.

## **17. CONTRACT AMENDMENTS**

**17.1)** No variation or modification of the terms of the Contract shall be made except by written mutual consent signed by both the Parties i.e. the Successful Bidder and Secretariat Administration (Accounts) Department. The Successful Bidder, however, agrees that it shall be bound to amend the Contract, if so required by Secretariat Administration (Accounts) Department, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment/modification etc.

## **18. TERMINATION**

**18.1)** Secretariat Administration (Accounts) Department may, without assigning any reasons, terminate the Contract by giving the Successful Bidder a prior and written notice of one month indicating its intention to terminate the Contract.

**18.2)** Successful Bidder / Service Provider will provide all necessary assistance in ensuring a smooth transition of services, all data to the alternate service provider identified by Secretariat Administration (Accounts) Department in case of termination of contract or expiry of the contract period.

**18.3)** In the event of the happening of any events of the above nature, Secretariat Administration (Accounts) Department shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Bidder, and to ensure business continuity.

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**Annexure – I**  
**(Offer Covering Letter)**

(To be included in Technical Bid)

Date: \_\_\_\_\_ 2021

The Under Secretary to the Govt. Of Assam,  
Secretariat Administration (Accounts) Department  
Assam Secretariat, Dispur, Guwahati-781006

Sir,

**Sub: “BID for Filing eTDS Return & Online Generation of Form 16 & 16A-TECHNICAL BID”**

Ref No. -----

With reference to the above EOI, having examined understood and accepted the instructions including all Annexure, terms and conditions forming part of the EOI, we hereby enclose our offer for providing services for filing **eTDS Return & Online Generation of Form 16 & 16A & filing GST return** under outsourced model as mentioned in the bid document forming Technical as well as Financial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Financial Bids by Secretariat Administration (Accounts) Department we undertake to commence setting up the requisite infrastructure for delivering the services if required as per the Contract to be signed with Secretariat Administration (Accounts) Department.

We agree to abide by the terms and conditions of this bid.

Until a formal contract is executed, this tender offer, together with the Secretariat Administrative (Accounts) Department’s written acceptance thereof and Secretariat Administration (Accounts) Department’s notification of award, shall constitute a binding contract between us.

We understand and agree that Secretariat Administration (Accounts) Department is not bound to accept the lowest or any offer Secretariat Administration (Accounts) Department may receive.



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We also certify that the information/data/particulars furnished in our bid are factually correct.

We also accept that in the event of any information/data/particulars proving to be incorrect, Secretariat Administration (Accounts) Department has the right to disqualify us from the bid.

We certify that our entity has not been black listed by Govt. / Govt. Agency / Financial Institutions in Indian or overseas in the last three years.

We understand that Secretariat Administration (Accounts) Department may reject any or all of the offers without assigning any reason whatsoever.

We agree that any decision of Secretariat Administration (Accounts) Department with regard to disqualification and rejection of our bid/offers shall be final, conclusive and binding on us and we shall not seek any clarification/reason and/or raise any objection thereto.

We enclose the following DD/NSC issued In favour of Secretariat Administration (Accounts) Department payable at Guwahati:

DD No.: -----Dated ----- for Rs.1000.00/- (Rupees Five Hundred) only  
as application / processing fee of bid issued by \_\_\_\_\_

NSC No.-----Dated \_\_\_\_\_ for Rs. 20,000.00/- (Rupees Ten Thosuand) only as EMD issued by \_\_\_\_\_

Dated :  
Signature:

In the Capacity of:

Duly authorized to sign the tender offer for and on behalf of

Note: To be provided on the letter head of the entity.

**Annexure – II**  
**(Eligibility Criteria of Bidder)**

(To be included in Technical Bid)

The eligibility criteria for the Bidders to provide services for filing eTDS Return & online generation of form 16 & 16A & GST are as under: (compare it with eligibility)

Sl.No.	Criteria	Yes / No.
1	The Bidder submitting the Bid should be Chartered Accountant/ Tax Consultants whose Head Qaurter is in Guwahati, Assam.	
2	The Bidder should be Chartered Accountant/ Tax Consultants with minimum 10 (ten) years of existence and must be engaged with Government Organizations / PSUs / Government Undertakings minimum 10 years in the field of TDS related activities as per detailed scope of work stated in Scope of work. The Bidder should submit the documentary evidence of the same as part of its Bid.	
3	The Bidder should be managing minimum 2500 State Govt. deductees (where TDS is applicable) per annum for minimum last 3 years. Documentary evidence to be provided along with self certification.	
4	The Bidder should be able to provide services as specified in scope of work given in this document, from Secretariat Administration (Accounts) Department premises whenever required.	
5	The Bidder should have a business continuity plan in place.	
6	The Bidder should not be blacklisted by any Govt. /Govt. Agency/Financial Institutions in India or overseas. In this regard, the Bidder shall provide a self certification on its letterhead at the time of submission of Bid.	
7	Bidder should comply with all applicable Union, State and local laws, ordinance, regulations in performing its obligations including the procurement of licenses, permissions, certificates, etc. payment of taxes, if required. In this regard, the Bidder shall provide a self certification on its letterhead alongwith certified copies of said documents at the time of submission of Bid.	
8	The Bidder should have trained /experienced personnel and manpower to carry out this activity. (Sub-contracting/outsourcing/consortium of any work is not allowed).	

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**Note: The Bidder must submit duly signed certificate stating his fulfillment of the eligibility criteria, including deviations, if any.**

**Signature and Seal of Bidder**

**Annexure – III  
(Details of Bidder)**

(To be included in Technical Bid)

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl.No.	Item	Details		
1.	General Details			
1.1	Name of Entity (Bidder)			
1.2	Postal Address			
1.3	Phone / Fax Number			
1.4	Email Address			
1.5	Constitution of Entity			
1.6	Details of Ownership			
1.7	Nature of Activity			
1.8	Nature and designation of authorized person			
1.9	Year of commencement of business.			
1.10	GST Registration if applicable			
1.11	PAN Number, copy required			
2.	Other Details			
2.1	Total number of employees			
2.2	Major Govt. Clients and services offered to them			
2.3	No. of deductees handled with regard to eTDS Return & Online Generation of Form 16 & 16A (State Govt. Deductees only)	2018-19	2019-20	2020-21
2.4	Any Major failure of internal system during last three years			
2.5	Any other relevant information			
2.6	Other capabilities of the bidder			
2.7	Filing of eTDS Return and Online Generation of Form 16			

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	& 16A.	
2.8	Help Desk / Support Management	
2.9	Business Continuity Plan	

Wherever the services are provided in liaison with a government departments/external agencies/ third party, we understand that it is our responsibility to protect the interest of Department and services under outsourced model are provided uninterrupted.

Place:

Signature:

Date:

Seal

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**Annexure – IV  
(Bank Details )**

(To be included in Technical Bid)

Sl. No.	Particulars	
1	Account Number	
2	Account Type	
3	Bank Name	
4	Branch Address / Contact No.	
5	IFSC Code	
6	Authorized Signatory Name	
7	Contact no.	
8	Remarks if any	

Signature:

Name of the Authorized Person:

Designation:

Company Seal

All authorizations should be collected

Note: Kindly enclose cancelled cheque of the above mentioned account details.

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**Annexure- V**  
**(Undertaking)**

(To be included in Technical Bid Envelope)

We, [•] (name and designation) on behalf of [•] having its registered office/ principal office at [•] have submitted a Bid proposal to Secretariat Administration (Accounts) Department for [•] in [ response to the EOI dated issued[•] by Secretariat Administration (Accounts) Department

- a. We are duly authorized persons to submit this undertaking
- b. We have read and understood the aforesaid bid and we hereby convey our absolute and unconditional acceptance to the aforesaid bid.
- c. We have submitted our Bid in compliance with the specific requirements as mentioned in this EOI.
- e. We have provided all the necessary information and details as required by Secretariat Administrative (Accounts) Department, Assam Secretariat, Dispur and shall provide with such additional information's may be required from time to time.
- f. Neither we nor any of our employee/partners has been barred from providing the Services nor are we in negative list/blacklisted by any, statutory or regulatory or investigative agencies in India or abroad.
- g. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

It is certified that the information furnished herein and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information/documents.

It is further certified that we have not modified or deleted any text / matter in this bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20..

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of  
Duly authorized to sign bids for and on behalf of:

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**Annexure -VI**  
**Non-Disclosure Agreement**

This Non-Disclosure Agreement ("Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**BETWEEN**

Secretariat Administration (Accounts) Department , Assam Secretariat, Dispur Guwahati which is State Government department.

**AND**

\_\_\_\_\_ (Name of Successful Bidder) of \_\_\_\_\_ (please specify the registered office/ principal office of the (Bidder) (hereinafter called "the Successful Bidder/ Successful Vendor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

Secretariat Administration (Accounts) Department and Successful Bidder, wherever the context so permits, shall hereinafter collectively refer to as the "Parties" and individually as a "Party".

Secretariat Administration (Accounts) Department vide its EOI No. [●] dated [●] (EOI) had invited for the Bids from eligible Bidders for performing/delivering the Service(s). The Successful Bidder after going through the EOI and being interested to perform/deliver the Service(s) participated in the bidding process and submitted its Bid.

WHEREAS the Successful Bidder had represented that it is engaged in the business of providing the Services and has all the requisite skills, expertise, experience and necessary facilitates for providing/rendering/delivering the Secretariat Administration (Accounts) Department.

WHEREAS Secretariat Administration (Accounts) Department based upon the representation and warranties made by the Successful Bidder had entered into a contract dated ●] ( [the Contract) for the performance/delivery of Service(s) by the Successful Bidder.

WHEREAS, the Successful Bidder is aware and confirms that the information, data, technical specification and other documents made available in the EOI/ the Contract and thereafter regarding the Service(s) as furnished by the Bidder in their Request For Proposal or otherwise and all the Confidential Information under the RFP/the Contract is privileged and strictly confidential and/or proprietary to Secretariat Administration (Accounts) Department,

NOW THEREFORE, in consideration of the foregoing, the Successful Bidder agrees to all of the following conditions, for Secretariat Administration (Accounts) Department, to grant the Successful Bidder specific access to Department's information and other data.

In this Agreement, it is hereby agreed as under:

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the EOI/the Contract.

a) The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree and undertake to:



- 
- maintain and use the Confidential Information only for the purposes of the Contract and only as permitted herein;
  - make copies as specifically authorized by the prior written consent of the other Party and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - Not, without the prior written consent of the disclosing Party, which consent the disclosing Party shall not be under any obligation to provide, disclose and provide access to the Confidential Information to any third party, save and except to, restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Vendors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - Treat Confidential Information as confidential forever even after the expiry/termination of the Contract.

b) Notwithstanding the foregoing, the Parties acknowledge that the nature of the Service(s) to be performed under this Contract may require the Successful Bidder's personnel to be present on premises of Secretariat Administration (Accounts) Department or may require the Successful Bidder's personnel to have access to computer networks and databases of Secretariat Administration (Accounts) Department while on or off premises of Secretariat Administration (Accounts) Department. It is understood that it would be impractical for Secretariat Administration (Accounts) Department to monitor all information made available to the Successful Bidder's personnel under such circumstances and to provide notice to the Successful Bidders of the confidentiality of all such information. Therefore, the Successful Bidder agrees and undertakes that any technical or business or other information of Secretariat Administration (Accounts) Department that the Successful Bidder's personnel, or agents acquire while on Secretariat Administration (Accounts) Department premises, or through access to Secretariat Administration (Accounts) Department computer systems or databases while on or off Secretariat Administration (Accounts) Department premises, shall be deemed Confidential Information.

c) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of the Contract, confidential information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of Secretariat Administration (Accounts) Department in respect of the Confidential Information.

e) In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other Party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither Party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

e) The receiving Party acknowledges the confidential nature of Confidential Information and damage could result to the disclosing Party if the receiving Party breaches any provision of the agreement and agrees that, if the receiving Party or any of the directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, the disclosing Party may suffer immediate irreparable loss for which monetary compensation may not be adequate. The disclosing Party shall be entitled, in addition to such

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other remedies, damages & relief as may be available to it, to an injunction or similar relief prohibiting the receiving Party, its directors, officers etc. from engaging in any such act.

f) This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

j) This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. Neither Party can assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

Authorized Signatory

Name:

Designation:

Office Seal:

**Place: Accepted –**

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**Annexure- VII**  
**Format of Power of Attorney for signing of bid**

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

(To be included in Technical Bid Envelope)

Know all men by these presents, we \_\_\_\_\_ (name of the company) do hereby appoint and authorize Mr. \_\_\_\_\_ ( full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for filing eTDS Return & online generation of form 16 & 16A & GST under outsourced model in response to the EOI Reference No.....dated.....floated by Secretariat Administration (Accounts) Department including signing and submission of all documents and providing information/responses in all matters in connection with our bid/offer. We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20..

For

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

**Annexure-VIII**  
**Format for Commercial Bid**

<b>Se. No</b>	<b>Component</b>	<b>Cost of service per financial year (in INR)</b>	<b>Applicable tax rate, (GST etc.) (if any per anum)</b>	<b>Tax amount (per anum) (in INR)</b>	<b>Total cost of service per financial years including tax (in INR)</b>
1	Processing of eTDS Return per year				
2	Online generation of Form 16 & 16A per year				
3	Filing GST Return per annum.				

1. Total cost of service for 3 (three) financial years including tax:

2. The Bidders will be short listed as per the evaluation model referred in the EOI.

3. Secretariat Administration (Accounts) Department reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for Secretariat Administration (Accounts) Department's action. Any decision in these regards by Secretariat Administration (Accounts) Department shall be Final, conclusive and binding on the bidder.

Signature

(Authorized Signatory)

Date

Seal