

**TERMS AND CONDITIONS FOR THE CONTRACT FOR SANITATION
MAINTENANCE SERVICES AT AAYAKAR BHAVAN, MUMBAI**

1. The Income Tax Department, Mumbai (hereinafter referred to as Department) intends to engage an outside agency / person on contract basis for providing sanitation maintenance services in **Aayakar Bhavan, Maharshi Karve Road, Mumbai - 400020.**

2. Quotations in sealed cover are invited for this purpose from bonafide persons.

3. The work is proposed to be awarded for an initial period of one year beginning from **1st of February, 2012** with a provision for extending it for a further period at the discretion of the Chief Commissioner of Income Tax, Mumbai.

4. **For the purpose of this document-**

the word 'toilet' refers to the enclosed area/room consisting of urinals, Western/Indian Style commodes common areas of such enclosed room as well as the wash basins situated in the room.

the word 'Common areas' for the purpose of this document refers to all those areas other than the officers rooms in the Aayakar Bhavan belonging to the Department including the open space in the atrium of the Aayakar Bhavan, corridors connecting them, areas leading to all the entrances and exits of the building, lobbies on all floors, stair cases, parking lot, sub-station area, road and pathways within the compound, dining area of the canteen, sports club on 6th floor, dining area on ground floor, recreation room, EPABX room and lifts.

the word "Agency" refers to the person (concern) to whom the work is awarded.

5. **Scope of work:**

I. **Toilets:**

A. **On daily basis:**

- i. Washing & scrubbing of toilets with water and application of Phenyl.
- ii. Sprinkling of bleaching powder in the toilets and corners of the corridors every day in the morning.
- iii. Removal of solid waste / garbage etc. from toilets.
- iv. Disinfection of the toilets as and when required.

v. Cleaning of mirrors of the toilets.

vi. Cleaning of waste bins.

B. Weekly basis:

vii. Acid Wash of toilets.

viii. Cleaning of exhaust fans in the toilets.

ix. Pressure cleaning/deep cleaning of all the urinals and toilets.

II. Common areas:

A. Daily basis:

x. Cleaning of walls i.e. all the walls in the common areas of the building upto the height of 4 feet.

xi. Cleaning of all areas (including stair case) where dustbins and/or spittoons are located.

xii. Sweeping & mopping with cleaning liquid of all floor areas, corridors, common passages including staircases every day.

xiii. Cleaning of areas near water coolers and other damp areas of the premises.

xiv. Cleaning of main doors and partitions.

xv. Cleaning of doors and windows on both sides in the case of common areas and the outer side of the office room doors and windows facing the common areas.

xvi. Cleaning of ducts, adjacent to the toilet with necessary care.

xvii. Cleaning of fans in the corridors.

xviii. Cleaning of sign boards/name boards.

xix. Removal of waste/garbage from canteen.

xx. Collecting of all waste in waste bins.

xxi. Cleaning of waste bins.

xxii. The resultant debris / dry leaves / waste papers /garbage etc, out of all the above activities shall be dumped at the designated dumping yard.

xxiii. The open spaces means & includes passage inside wall compound, wall cleaning upto man height, parking area, Entrance gate & security cabin Gate and window railing, Removal of stagnant water on roads, pavements and parking area.

B. Weekly basis:

- xxiv. Removal of cobwebs and cleaning of ceiling ventilators, pipes etc. on all the floors belonging to the Department.
- xxv. Cleaning of ducts, adjacent to the toilets with necessary care.
- xxvi. Cleaning of almirahs and lockers in the common areas. They shall be dusted and cleaned with moist cloth/cleaning liquid. All the corners in the spaces between the almirahs shall also be cleaned.
- xxvii. Cleaning of fans and tube lights in the corridors.
- xxviii. Cleaning of corridor floors with scrubbing machine.
- xxix. The resultant debris / dry leaves / waste papers /garbage etc, out of all the above activities shall be dumped at the designated dumping yard.

Note **The work on weekly basis is to be done on weekends (i.e Saturday or Sunday) and the work on daily basis is to be done on 2 days i.e Tuesday and Thursday, on a full time basis. The normal working hours of Aaykar Bhavan is 9.30 a.m to 6.00 pm.**

III. Kitchen & Canteen Area

Two workers dedicated for cleaning of Kitchen and Canteen Area on 2nd Floor, for **5 days of the week (Monday to Friday)**

6. Man power Deployment

6.1 The minimum deployment of workers for above referred work shall be 30 (including 7 ladies) workers per day on full time basis for toilet & common areas. For Kitchen and canteen area, 2 more workers dedicated for cleaning of canteen & kitchen area are required.

6.2 The workers deployed by the Agency shall be employees/workers of the agency for all purposes and the Department shall have nothing to do with their service or any other matters. These workers for all purposes will have no relation with the Department.

6.3 The Agency shall have a separate dedicated pool of medically and physically fit persons with experience in the related work for the purpose of deployment for work in the Department. The details of all the workers included in this dedicated pool shall be submitted to the Caretaker, Aayakar Bhavan, Mumbai at the time of beginning of this contract. The antecedents of these workers shall be got clearly verified by police authorities at the instance of the Agency at the earliest.

6.4 The Agency should specify the number of its workers proposed to be deployed for the work at the time of submission of bid.

6.5 All the workers proposed to be deployed at Aayakar Bhavan premises shall be working full time at the premises in the designated time frame on behalf of the Agency.

6.6 The workers deployed shall have defined areas of work at designated premises in the building, which shall be decided in consultation with the caretaker of the building and these workers shall attend to the designated work only. The access of the building to these workers shall be restricted to defined areas of work so assigned. The Agency shall try to ensure that the workers designated for a defined work shall continue to carry out the same work in the same area.

6.7 In case of any change of the worker the replacement shall be from the above specified dedicated pool only. Changes or replacements of workers should be made under intimation and approval of the building-in-charge.

6.8 Three supervisors should be deployed to supervise the work of its workers and he shall report to the Caretaker / Asst. Caretaker on all matters related to sanitation maintenance.

6.9 It shall be the responsibility of the Agency to ensure that its workers do not disturb /tamper the records in the office premises in any manner.

6.10 It shall be the responsibility of the Agency to ensure that the workers restrict their movement to the defined areas of their work.

6.11 Each of the Agency's workers deployed shall be displaying a photo identity card issued by the Agency.

6.12 The Agency's workers should wear the prescribed uniform as may be finalized at the time of execution of agreement. They should maintain hygiene and should not smoke or chew tobacco in the building.

6.13 The Agency's workers should be well behaved and courteous toward the employees of the Department and visitors to the building.

6.14 A log sheet specifying daily cleaning times as may be specified by the Department shall be maintained for each of the floor & toilet. The Agency should submit the duly filled log sheet signed by the Caretaker of Aayakar Bhavan on weekly basis.

6.15 The Agency shall be required to maintain a permanent attendance registrar/roll within the building premises which will be open for checking by the authorized representatives of the Department. In case of absence of any manpower from the committed deployment of labour as per quote, a recovery at the agreed rates of manpower charges will be made from the monthly bill. In addition to the above, the penalty may also be levied for late reporting / non-reporting of the worker as stipulated below.

6.16 In case of non-compliance of the above terms and conditions of contract, a penalty may be levied on the basis of certificate signed by the Caretaker. The penalty for some of the defaults is as under:-

Sr. No.	Nature of default	As directed by the Addl. CIT(HQ) Admn.
1.	Late Reporting of the workers	Rs.200/- per day per person.
2.	Non reporting	Rs.300/- per day per person.
3.	Refusal of duties	Rs.300/- per instance.
4.	Non-observation of dress-code	Rs.300/- per instance.
5.	Change of workers without prior intimation	Rs.300/- per instance

The penalty shall be levied on the basis of the certificate signed by the Controlling Officer i.e. Caretaker, Aayakar Bhavan, Mumbai.

6.17 Payment of minimum charges agreed upon shall be made every month, provided that if the contractor does not provide the services during the month/ end of a month, payment of minimum charges will be made on proportionate basis.

6.18 The Department shall not be liable to provide any assistance, help and accommodation to the workers engaged by the Agency for the provision of services undertaken as a part of the contract.

6.19 The Agency shall be responsible to take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of its workers so deployed in the premises of the Department.

6.20 The Agency shall remove all persons on termination of the Agreement or on expiry of the Agreement from the premises of the Department and ensure that no such person shall create any disruption / hindrance / problem of any nature in the premises of the Department either explicitly or implicitly.

6.21 The Agency shall further indemnify the Department against any loss to the property and assets of the Department which have been caused by negligence or unlawful activity of the persons deployed by the Agency in the premises of the Department.

7. Eligibility Criteria

- (i) The Applicant Agency should have a work force of at least **400** persons at the time of making application for the work.
- (ii) The Applicant Agency's average Annual Turnover should not be less than **Rs.4 Crore** in the last three financial years.
- (iii) The Applicant Agency should employ the work force with him and all such workers should be employed with him.
- (iv) Applicant Agency should have a reputed client list of which at least two should be Government institutions/PSU/Autonomous bodies under Central/State Government.
- (v) The Applicant Agency should have an experience in the field of sanitation maintenance work on contract basis for at least **3 years**.
- (vi) The Agency should have valid permission and registrations as applicable as per the law of the land.

8. The charges in lieu of services rendered should be specified (exclusive of Service Tax) on monthly basis.

9. Payment of charges agreed upon shall be made every month, provided that if the Agency does not provide services on any of the days of a month, payment of charges will be made on proportionate basis. If number of persons agreed upon are not put on job on a particular day, proportionate payment will be deducted.

10. The authorized representative of the Department shall be final authority to determine whether the service provided under this agreement has been performed satisfactorily and also in accordance with the spirit of this agreement. In the event of any breach of aforesaid clauses, any shortfall, constrains and lapses, the decision of the Competent Authority of the Department i.e. CCIT (CCA) shall be final and will be binding on the said Agency.

11. The liability on account of cleaning material, equipment including vacuum cleaners/ water sucking machines, floor scrubbing machines and all expenses relating to the work of sanitation and maintenance would solely and wholly, be the responsibility of the Agency and the department will not bear any liability apart from the charges in lieu of the services rendered.

12. The Earnest Money Deposit (Refundable, if the bid is not successful or upon successful completion of the contract whichever is later) of **Rs.2,00,000/- (Rupees Two Lacs only)** in the form of Demand Draft/Bankers Cheque in favour of **Zonal Accounts Officer, CBDT** payable at Mumbai has to be given.

13. While bidding, the quotation should be submitted in a single envelop marked as **‘Quotation for Sanitation Maintenance of Income Tax Office, Aayakar Bhavan’** with 2 separate envelopes containing **‘Technical Bid’** and **‘Financial Bid’**.

(i) Technical Bid:

The Technical Bid should be as per Annexure A and should be supported by the documents indicated in the said Annexure. The Demand Draft/ Bankers’ cheque in respect of ‘Earnest Money Deposit’ should be submitted with the ‘Technical Bid’.

(ii) Financial Bid:

The tender document, marked as Annexure B, itself is a ‘Financial Bid’. **Initially only the technical bid will be opened. The Financial bid will be opened, only if, the applicant Agency fulfills the stipulated conditions for technical bid.**

The applicants should submit their quotations in sealed envelopes in the office of **Addl. Commissioner of Income Tax (H.Q) Administration, Mumbai, R.No.373, 3rd Floor, Aayakar Bhavan, M.K Road, Mumbai, upto 2:30 PM on 30.01.2012.**

14. Quotation once submitted shall not be allowed to be withdrawn and default after acceptance of bid shall be deemed to be non-compliance of terms of contract and would liable to forfeiture of security deposit and penalty as the case may be.

15. Quotations will be opened on **30.01.2012 at 3.30 P.M** in the **Conference Hall, 3rd Floor, Aayakar Bhavan, M.K Road, Mumbai** in the presence of bidders or their representatives.

16. The Income Tax Department reserves the right to accept or reject any part of the quotation or whole quotation, without assigning any reason.
17. The successful bidder shall enter into a legally binding agreement with department and shall commence work within 5 days of awarding of the work.
18. In case of failure to commence the work by the Agency within stipulated time, the contract may be cancelled by the Department and EMD may be forfeited. In such case, new tenders will be floated.
19. The Agency to whom the contract is awarded, would furnish name, address and contact number of a person with whom the Department/ Controlling officer should contact, in case of any problem faced with regard to services being provided by such Agency on day to day basis.
20. The contract between the Department and the Agency can be cancelled with a notice period of two months from either side, without assigning any reason.
21. In case of any dispute, during the process of awarding the work, the decision of the Competent Authority i.e. CCIT(CCA), Mumbai would be final and binding on all concerned.
22. In case of any further queries, please contact **Mr Santosh Karnani, DCIT(HQ)(Admn), 022-22006385 or Mr Sanjiv Tandon, Inspector, 9969233536.**
23. **The Applicants should submit their quotations on a Per Month Basis, which shall be Inclusive of Man-Power, Cleaning Materials, Equipments and all other expenses relating to the work of sanitation and maintenance.**

ANNEXURE A

TECHNICAL BID FOR SANITATION MAINTENANCE OF INCOME TAX OFFICE, AAYAKAR BHAVAN

1.	Name and address and telephone No. of the Tenderer i.e. the Applicant Agency	
2.	Permanent Account No. (PAN)	
3.	Evidence of deploying at least 400 people in his pay-roll by Applicant in terms of para 6(i) of the 'Terms and Conditions for sanitation maintenance of Income Tax Office, Aayakar Bhavan'. (Documentary evidence should be enclosed)	
4.	Annual Turnover during F.Y. 2008-09 to 2010-11. (copy of Return of Income filed alongwith P & L A/c etc. should be enclosed as evidence)	
5.	List of reputed Clients especially Government institutions (along with documentary evidence)	
6.	No. of years experience of sanitation maintenance activity.	
7.	Minimum number of workers to be deployed on Full time basis	
8.	Details of Demand Draft/Banker's Cheque in respect of Earnest Money (Demand draft / Banker's cheque should be enclosed)	

Name and Signature of the Authorised Signatory

ANNEXURE B

FORMAT OF QUOTATION (i.e. FINANCIAL BID) FOR SANITATION MAINTENANCE OF INCOME TAX OFFICE, AAYAKAR BHAVAN

1. Name, address and telephone No.
of the applicant :
2. Permanent Account No. (PAN) :
3. Name and address of the Proprietor/
Partners/Directors/principal persons
and their PAN :
4. **Contract Charges per Month
(Exclusive of Service Tax)** :
5. Details of Demand Draft/Banker's
Cheque in respect of Earnest Money :

Name and Signature of the Authorised Signatory

Sealed cover containing quotations will be opened on **30-01-2012 at 3.30 PM** in the **Conference Hall, 3rd Floor, Aayakar Bhavan, M.K Road, Mumbai** by the Committee in front of bidders or their representatives.