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GOVERNMENT OF INDIA
OFFICE OF THE
PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX
3RD FLOOR, AAYAKAR BHAVAN, MAHARSHI KARVE ROAD,
MUMBAI-400 020.

NOTICE INVITING TENDER

1. On behalf of the President of India, the Income - tax Department, Mumbai, invites tenders under the two bid system, for hiring of 27 housekeeping and sanitation personnel, along with equipments, material and chemicals, from licensed agencies for providing sanitation and housekeeping services in Aayakar Bhavan, M. K. Road, Mumbai, as per the schedules and details specified in the TERMS & CONDITIONS and SCOPE OF WORK.

1.1 The contract is for the period starting from the date of commencement of contract to 31st March, 2019, which may be extended for a further period of 1 year at a time subject to maximum of 2 years extension at the discretion of the Department.

2. Sealed Tenders, duly superscribed "**Tender for Housekeeping and Sanitation Services in Aayakar Bhavan**" and addressed to "**The Principal Chief Commissioner of Income-tax, Mumbai**" shall be dropped in the Tender Box, kept in Room No. 37, Aayakar Bhavan, M. K. Road, Mumbai-400 020 **not later than 14:00 hours on 5th Day of December, 2017.** Tenders received after stipulated date/time shall not be accepted. **The tenders will be opened on the same day at 15:30 hours** in the presence of the Bidders or their authorized representative(s) who may wish to be present.

3. Detailed information/terms and conditions can be downloaded from www.incometaxindia.gov.in or can be obtained from the Room No. 37, Aayakar Bhavan, M. K. Road, Mumbai-400 020 **on all working days up to 4th Day of December, 2017 from 11:00 hours to 17:00 hours.**

Dated: 10th of November, 2017



Manish Kumar
(MANISH KUMAR)
Income-tax Officer (OSD) (HQ),
Security, Mumbai



**GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF REVENUE**

BID DOCUMENT

**TENDER
FOR
HOUSEKEEPING AND SANITATION
OF
AAYAKAR BHAVAN, MUMBAI**

Last Date for Submission of Bid: 14:00 Hours on 05.12.2017
Date of Opening of Technical Bid: 15:30 Hours on 05.12.2017



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Dated: 10th of November, 2017

Sd-
(MANISH KUMAR)
Income-tax Officer (OSD) (HQ),
Security, Mumbai



**OFFICE OF THE
PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX
3RD FLOOR, AAYAKAR BHAVAN, MAHARSHI KARVE ROAD, MUMBAI-400 020.**

**SECTION – I
DOMESTIC COMPETITIVE BIDDING**

(Through call of Tenders)

Tender No. Pr. CCIT/Mum/Sanitation/T-1/2017-18

Dated: 10th November, 2017

Nature of Work	Cleaning, Housekeeping and Sanitation work of Aayakar Bhavan, Mumbai
Period of Contract	From the date of commencement of contract to 31 st March 2019 with a provision of further period of 1 year at a time subject to maximum of 2 years extension at the discretion of the Department.
Earnest Money Deposit	Rs. 4,00,000/- (Rupees Four Lakh Only)
Last Date & Time for receipt of Bid	5 th Day of December, 2017, Time: 14:00 Hrs
Time and Date of Opening of Technical Bid	5 th Day of December, 2017, Time: 15:30 Hrs
Place of Opening of Technical Bid	3 rd Floor, Conference Hall, Aayakar Bhavan, M. K. Road, Mumbai - 400 020
The tender documents can be obtained from:	Room No. 37, Aayakar Bhavan, M. K. Road, Mumbai-400 020 or can be downloaded from www.incometaxindia.gov.in .
Tender documents can be dropped in the tender box at:	Office of Pr. Chief Commissioner of Income-tax, Room No. 37, Aayakar Bhavan, M. K. Road, Mumbai-400 020.
Submission of Bid under Two Bid System	<p>The Technical Bid should be submitted in a separate sealed cover and the Financial Bid in another sealed cover, and both should be correctly superscribed. These two sealed covers are to be put in a bigger cover which should also be sealed and superscribed “Tender for Housekeeping and Sanitation Services in Aayakar Bhavan” and addressed to Principal Chief Commissioner of Income-tax, Mumbai.</p> <p>The bidder’s name, telephone number, Email Id and mailing address shall be indicated on the OUTER cover.</p>

SECTION – II
INVITATION TO BID

Tender No. Pr. CCIT/Mum/Sanitation/T-1/2017-18 Dated: 10th November, 2017

1. On behalf of the President of India, the Income - tax Department, Mumbai invites sealed tenders from the eligible agencies for providing **27** trained (under category ‘unskilled’) personnel to provide sanitation and housekeeping of the assigned areas of the building, equipments, material in and around **Aayakar Bhavan, M K Road, Mumbai**, as per the schedules and details specified in the **TERMS & CONDITIONS and SCOPE OF WORK.**

2.1 The successful bidder will ensure complete hygienic cleanliness in the assigned areas of Aayakar Bhavan, Mumbai with trained and uniformed housekeeping and sanitation personnel working under proper supervisory control.

2.2 The housekeeping and sanitation work in Aayakar Bhavan is categorized as under:

S. No.	Description of locations	Working Hours	Work description
1.	Guest House	08:00 AM to 04:30PM	Cleaning of all Rooms, Toilets, Bathrooms, Kitchen, Open space and Terrace.
2.	Entire Ground Floor to 6 th Floor of Aayakar Bhavan	08:00 AM to 04:30PM	Cleaning of all Toilets/ Bathrooms, lobby and staircases, including the Conference Hall on 3 rd floor
3.	Main Gate and its surrounding areas and nearby garden	08:00 AM to 04:30PM	Cleaning of Main Gate, adjoining bathrooms/toilets, lobby area (including the lift cars), its surrounding areas (including staircase) and gardens in the north
4.	Gate No. 2, 3, 4 & 6 and its surrounding areas	08:00 AM to 04:30PM	Cleaning of campus area near Gate no. 2, 3, 4 & 6 and nearby parking areas, staircase and adjoining toilets.

2.3 All the cleaning Material / Chemicals / Accessories/Equipments for regular & daily cleaning will be supplied by the Contractor and the **rate should be quoted on lump sum basis for providing services of Manpower and Material/ Chemicals/ Accessories/Equipments.**

2.4 Log sheet for carrying out the cleaning and sanitation job at each and every area specified in *para 2.2* above shall be signed by the Contractor’s supervisor after the last cleaning of the day. Subsequently, all the log sheets should be handed over

to the Authorized Person of the Department on the same day, without fail.

3. The Earnest Money Deposit/Bid Security (Refundable, without interest, if the bid is not successful) of **Rs. 4,00,000/- (Rupees Four Lakh only)** in the form of Demand Draft/Banker's Cheque in favour of **Zonal Accounts Officer, CBDT, Mumbai** payable at Mumbai, has to be deposited along with Technical Bid forms.

4. The contract is for a period starting from the date of commencement of contract to 31st March 2019 which may be extended for a further period of 1 year at a time subject to maximum of 2 years extension at the discretion of the Department.

5. The bid documents may be downloaded from www.incometaxindia.gov.in

6. The Income tax Department reserves the right to accept or reject any bid, and to annul the bidding process at any time, without incurring any liability to the affected Bidder or Bidders.

7. For all the purpose of this document-

(a) the word 'Contractor' refers to the person (concern) to whom the work is awarded.

(b) 'the Department' refers to the Income-tax Department, Mumbai.

(c) 'the Authorized Person' refers to the official of the Income-tax Department, Mumbai, appointed by the office of the Pr. Chief Commissioner of Income-tax, Mumbai.

8. The sealed tenders completed in all respect shall be dropped in the tender box kept at the Office of Pr. Chief Commissioner of Income-tax, Room No.37, Aayakar Bhavan, M.K. Road, Mumbai-400 020 not later than 14:00 hours on 5th Day of December, 2017 and the technical bids will be opened at 15:30 hrs on the same day in conference hall, 3rd Floor, Aayakar Bhavan, M.K. Road, Mumbai – 400 020.

*Read and accepted.
Signature and stamp of
Bidder or Authorized Signatory*

SECTION-III

INSTRUCTIONS TO BIDDERS

1. This Invitation to Bid is open to all reputed agencies (hereinafter, "Bidders") fulfilling the eligibility criteria who are engaged in providing housekeeping and sanitation job to various organizations. Bidders not conforming to any of these following parameters will not qualify:

Eligibility Criteria:

- a. The Bidders should have minimum 2 years' of experience in providing housekeeping and sanitation services as on 31st March 2017.
- b. The Bidders should have necessary registrations with Labour Department and other Govt. Agencies for compliance of all statutory/Govt. requirements applicable to such agencies for performing the housekeeping and sanitation work
- c. The Bidders should have regular office premises with arrangements/facilities for the training of housekeeping and sanitation personnel in Mumbai Metropolitan Region.
- d. The Annual Turnover of the Bidders should not be less than Rs. 25.00 Crores exclusively from the sanitation and housekeeping activities for each of the last two Financial Years i.e. 2015-16 & 2016-17.
- e. The Bidders should be an Income-tax assessee and should have filed return of income as on 07.11.2017 for the last 2 assessment years, i.e. for the Assessment Years 2016-17 and 2017-18.
- f. The Bidders shall have the ownership of machines/equipments listed at Serial No. 1 to 4 in Clause 2.1 of the Scope of Work.

2. The Bidders are expected to examine all instructions, forms, terms & conditions, scope of work and specifications in the bid document. Failure to furnish information required as per the bid document or submission of a bid not substantially responsive to the bid document in every respect will result in rejection of the bid.

3. The bidder is required to fill up the Profile of his Organization and other details in the format given as per **ANNEXURE – 'A'** of the Bid Document.

4. The bids are to be submitted in two parts in separate sealed envelopes, i.e., Technical Bid and Financial Bid. Violation of this will result in the bid being disqualified summarily.

- 5. The Technical Bid (Section VI) submitted by the bidder shall include the following:**
- 5.1 Copies of Documents, duly self certified, to be submitted at the time of filing the Bid as under:**
- a. Valid License under The Bombay Shops and Establishment Act, 1948 as amended from time to time.
 - b. Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship.
 - c. Income-tax Returns for the last 2 years, i.e. Assessment years 2016-17 and 2017-18.
 - d. Audited Balance Sheet and Profit & Loss account for the last 2 years, i.e. Financial years 2015-16 and 2016-17.
 - e. Certificate from ESI Corporation.
 - f. Certificate from EPF Organization.
 - g. Registration certificate under Contract Labour Act (Regulation & Abolition) 1970.
 - h. Copy of PAN card.
 - i. Registration certificate for Goods and Services Tax.
 - j. Full particulars of all the organizations where the bidder has carried out housekeeping and sanitation work along with amount of the contract entered into with the organizations during the preceding 2 Financial Years, i.e. 2015-16 & 2016-17, as per **ANNEXURE – ‘B’**.
 - k. Performance Feedback Certificates/Satisfactory Performance Certificate from two existing clients/contractees in relation to housekeeping and sanitation work.
 - l. Proof of address such as self-attested copy of Telephone bill, Electricity Bill, Registered Lease Deed etc. supporting the address in respect of regular office premises at Mumbai Metropolitan Region and documentary evidence to show that the bidder has arrangements/facilities for training of housekeeping and sanitation personnel.
 - m. Copy of Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the - bidder under this contract. In case the - bidder is exempted from obtaining such Registration or approval from the Labour Commissioner, the - bidder is required to produce an affidavit signed by the authorized signatory of the - bidder that their firm is exempted & is not required to

obtain any such Registration or approval or order from the Labour Commissioner.

- n. Any other certificates/licenses required under any Act or regulation applicable to the provisions of housekeeping and sanitation services.
- o. Proof of ownership of machines/equipments listed at Serial No. 1 to 4 in Clause 2.1 of the Scope of Work.
- p. Integrity Pact, duly signed by the Bidder as per **ANNEXURE – ‘D’**.
- q. Indemnity Bond as per **ANNEXURE – ‘E’**.
- r. The Technical Bid documents must be properly bound/stitched/securely stapled. The documents must be page numbered and a proper index of documents must be placed. Each page of the documents must be signed and stamped.

5.2 The bidders are required to submit Earnest Money Deposit (EMD) of Rs. 4,00,000/- (Rupees Four Lakh only) by means of demand draft Pay/Banker's Cheque drawn in favour of **Zonal Accounts Officer, CBDT**, payable at Mumbai, along with their bids. The EMD is to remain valid for a period of 90 days beyond the final bid validity period. In case the Tender Process takes longer than 90 days, the successful bidder will submit a fresh EMD of Rs 4,00,000/- (Rupees Four Lakh only) before the expiry of earlier instrument through which the EMD was furnished.

5.3 The Bidder shall sign its bid with the exact name of the concern to which the contract is to be awarded.

5.4 The Bid document filed by the bidder shall be typed or written in indelible ink. Any overwriting should be countersigned by the authorized signatory of the bidder. No bid will be considered unless and until all the pages/documents comprising the Bid are properly signed and stamped by the person(s) authorized to do so.

5.5 Non-compliance with any of the above conditions by the Service Provider Company / Firm / Proprietary Concern will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.

5.6 The Income-tax Department reserves the right to reject the bid having deviations from the prescribed terms and conditions.

5.7 The "Invitation to Bid" in Section-II, "Instructions to Bidders" in Section III, "Terms and Conditions of Contract" stipulated in Section-IV and "Scope of Work" in Section-V, shall be signed and returned in the envelope marked as 'Technical Bid', otherwise the bid will be rejected.

6. Requirements of Financial Bid (Section VII):

6.1 The Financial Bid shall comprise the price component for all the services/ material/equipments/accessories indicated in the Section-VII of the bid document. The price quoted by the bidders must be fully compliant with the **Minimum Wages Act** and shall also include all statutory applicable taxes or statutory obligations. The bidder should specify all inclusive charges (excluding applicable taxes) in lieu of the services rendered as specifically indicated in the Clause 1 and Clause 2.3 to Invitation to Bid (Section II) on monthly basis in the format as prescribed in the Financial Bid.

6.2 The prices once accepted by the Income-tax Department shall remain valid till the contract remains in force. The Income-tax Department shall not entertain any increase in the prices during the currency of contract.

6.3 The rates quoted shall be inclusive of all i.e. Minimum wages, Provident Fund, ESI, Bonus, HRA, pay for National Holidays, Service Charges and all other levies etc.; that are applicable under relevant statutory provisions from time to time. The agency charges/non-statutory charges, however, shall remain fixed during currency of contract.

6.4 The Bid document filed by the bidder shall be typed or written in indelible ink. No overwriting or cuttings shall be permitted.

7. Sealing and Marking of Bids:

- (a) The Technical Bid along with EMD instrument and requisite documents (listed in Para 5 above) shall be placed in one sealed envelope superscribed **'Technical Bid'**. The Financial Bid shall be kept in a separate sealed envelope superscribed **'Financial Bid'**. Both the envelopes shall then be placed in one single, sealed envelope superscribed **"Tenders for Housekeeping and Sanitation Services in Aayakar Bhavan,"** and shall be addressed to the Principal Chief Commissioner of Income-tax, Mumbai. The bidder's name, telephone number, Email Id and complete mailing address shall be indicated on the cover of the outer envelope.
- (b) Both the inner envelopes superscribed Technical Bid and Financial Bid shall have the name and address of the bidder so that if required, they may be returned to the bidder without opening them.
- (c) If the outer and inner envelopes are not sealed and marked as required, the Income-tax Department shall assume no responsibility for the bid's misplacement or premature opening.
- (d) If for any reason, it is found that the Technical Bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is enclosed in the envelope super-scribed, **"Technical Bid"**, the Bid document will be summarily rejected in the first instance itself.

- (e) All the Bid documents submitted shall be serially page numbered and contain the table of contents with page numbers.
- (f) Date of opening of Financial Bid shall be intimated to the successful technical bidders at the time of finalizing the Technical Bid.
- (g) The bidders should drop their bids in the 'Tender Box' kept in Room No. 37, Office of Principal Chief Commissioner of Income-tax, Mumbai, Aayakar Bhavan, M.K. Road, Mumbai-400 020, by 14:00 hrs on 5th Day of December, 2017. No acknowledgement, in respect of receipt of any bid, shall be issued.

8. Deadline for Submission of Bids:

- (a) Bids must be received by the Income-tax Department at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Income-tax Department, the Bids will be received up to the given time on the next working day.
- (b) The Income-tax Department may, at its discretion, extend the deadline for submission of bids which will be binding on all the bidders.
- (c) Any bid received by the Income-tax Department after the deadline for submission of bids prescribed by the Income-tax Department in the bid, will be rejected and will not be opened.

9. Modifications and Withdrawal of Bids:

- (a) In case any modification is made or any clarification is issued by the Department which materially affects the terms and conditions contained in the tender document, the Department shall publish or communicate such modification or clarification in same manner as the publication or communication of the initial tender document was made.
- (b) In case a clarification or modification is issued to the tender document, the Department shall, before the last date for submission of bids, extend such time-limit, if, in its opinion more time is required by bidders to take into account the clarification or modification, as the case may be, while submitting their bids.
- (c) Any bidder who has submitted his bid in response to the original invitation shall have the opportunity to modify or re-submit it, as the case may be, or withdraw such bid in case the modification to bidding document materially affect the essential terms of the contract, within the period initially allotted or such extended time as may be allowed for submission of bids, after the modifications are made to the bidding document by the

Department provided that the bid last submitted or the bid as modified by the bidder shall be considered for evaluation.

- (d) No modification, substitution or alteration shall be permitted to the bidder after expiry of the deadline for receipt of bids.
- (e) The withdrawal notice shall be prepared in Original only and each page of the notice shall be signed and stamped by authorized signatories. The copy of the notice shall be duly marked "WITHDRAWAL".

10. Each bidder shall submit only one bid either by itself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

11. Bidder shall quote the **rates in the Financial Bid** in Indian Rupees only.

12. Conditional bids/offers will be summarily rejected.

13. Validity of Bid:

Bids shall remain valid for 120 days after the date of bid opening prescribed by the Income-tax Department. A bid valid for a shorter period shall be rejected by the Income-tax Department as non-responsive.

14. Opening and Evaluation of Technical Bids:

- (a) The Tender Committee appointed by the Income-tax Department will open all Technical Bids on the appointed date, time and venue.
- (b) During evaluation of bids, the Income-tax Department may, at its discretion, ask the bidder for clarification of his bid.
- (c) No bidder shall contact the Income-tax Department on any matter relating to his bid from the time of the bid opening till the time of issue of work order. All bidders are strongly advised to furnish all material information in the bid itself.
- (d) Any effort by a Bidder to influence the Income-tax Department in its decisions on bid evaluation, bid comparison or work order decision will result in rejection of the bid.
- (e) Where the bid has been signed by the Authorized Representative on behalf of the concern, the bidder shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract. (Income-tax Department may out rightly reject any bid, which is not supported by adequate proof of the signatory's authority).
- (f) No alteration shall be made in any of the terms and conditions of the bid document by scoring out. In the submitted bid, no variation in the

conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be ignored.

- (g) Failure to furnish EMD along with technical bid will result in bid getting rejected.
- (h) The results of the technical bid will be communicated in writing to the qualifying bidders along with the date of opening of financial bid in which they can choose to remain present. The financial bid of only those bidders will be opened who meet the requirements of technical bid parameters mentioned in the technical bid. The unsuccessful bidders will be notified separately.

15. Opening and evaluation of Financial Bids:

- (a) The Financial Bids of only those bidders shall be opened who will be found technically qualified. **The contract will be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract as per the terms and conditions and scope of work of the tender document.**
- (b) If a bidder quotes Rs. Nil / Zero for any item or Service Charge in reference to the Financial Bid (Section VII), the bid will not be considered and the bidder will be disqualified in financial evaluation straightway.
- (c) If there is any discrepancy between the emoluments per housekeeping and sanitation personnel and the total price obtained by multiplying the number of housekeeping and sanitation personnel to the emolument per personnel, the emolument per housekeeping and sanitation personnel will prevail and the total price will be considered accordingly
- (d) The Lowest Evaluated Bidder, whose bid has been found to be most responsive, will be considered further for placement of contract after complete clarification and price negotiations as decided by the Income-tax Department, Mumbai.
- (e) The Income-tax Department, Mumbai does not bind itself to accept the lowest bid.
- (f) Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between words and figures, the amount mentioned in words shall be taken as the bid price. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected.
- (g) Where the bid has been signed by the Authorized Representative on behalf of the bidder, the bidder shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract. (Income-tax Department may outrightly

reject any bid, which was not supported by adequate proof of the signatory's authority).

- (h) No alteration shall be made in any of the terms and conditions of the bid document by scoring out. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be ignored.

16. EMD of unsuccessful bidder will be returned to them within 15 days of the completion of technical/financial evaluation of tenders. However, no interest shall be paid on the EMD by the Department.

17. The EMD amount of the successful bidder shall be forfeited, if the bidder fails within the time fixed by the Income-tax Department to sign the contract on terms contained in the bid document within the prescribed validity period i.e. 120 days from the opening of the technical bid.

18. Prior to the submission of Bid, the Bidder/authorized representative may inspect the Income-tax Department offices and facilities specified in the Bid at its own cost and under prior intimation to the Income - tax Officer (OSD) Security, Mumbai. This is necessary to enable the bidder to gather all the information, so as to prepare the Bid accurately after taking into consideration all the relevant factors. Submission of the bid will, therefore, be considered as meeting the requirements of bidder having fully read and understood the tender document and the scope of work prescribed therein.

19. Making misleading or false representation in the bid document will lead to disqualification of the Bidder at any stage.

20. Department reserves the right to negotiate the price with the **finally** shortlisted bidder before awarding the contract. It may be noted that Income-tax Department, Mumbai will not entertain any price negotiations with any other bidder.

21. Requests for Information:

21.1 Bidders are required to direct all communications related to this document through the designated Contact person i.e. Income tax Officer (OSD) Security, Room no.37, Aayakar Bhavan, M. K. Road, Mumbai-400 020.

21.2 All queries relating to the Bid, technical or otherwise, must be in writing only to the designated contact person. The Department will not answer any communication initiated by bidders later than five business days prior to the due date of opening of the bids.

21.3 If the Department, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then the Department reserves the right to communicate such response to all bidders.

22. FRAUD AND CORRUPT PRACTICES:

22.1 The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Office may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

22.2 Without prejudice to the rights of this Office under Clause I hereinabove, if an Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by this Office during a period of 2 (two) years from the date such Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

22.3 For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

a) **“Corrupt practice”** means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process;

d) **“Undesirable practice”** means (I) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (II) having a Conflict of Interest; and

e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

22.4 During the entire tendering process, the currency of contract or after completion/termination of contract, if it comes to the notice of the Department that the bidder has engaged itself in any act of Fraud and/or Corrupt Practices, the Department after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, was indulged itself in such practices, may take appropriate measures.

23. Debarment from Bidding:

23.1 A bidder shall be debarred if he has been convicted of an offence –

- (a) Under the Prevention of Corruption Act, 1988; or
- (b) The Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing threat to public health as part of execution of the contract.

23.2 A bidder or any successor of the bidder covered under instruction 23.1 shall not be eligible to participate in bid process of the Department for a period not exceeding 3 years commencing from the date of debarment.

23.3 The Department may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding 2 years, if it determines that the bidder has breached the code of integrity.

Note :-

(i) Corrigendum, if any issued for the tender shall form part of the tender document. Corrigendum will be posted on www.incometaxindia.gov.in. Hence, bidders are requested to visit the website regularly and note the corrigendum / amendments to the tender without fail and submit the offer accordingly. The Bidders may also contact Income-tax Officer (OSD), Security, Room No. 37, Aayakar Bhavan, Mumbai – 400 020 and contact number 022 – 22030685. The Department is not responsible for ignorance of corrigendum.

(ii) It must be noted that after last date of receipt of tender documents no interim query will be entertained.

*Read and accepted.
Signature and stamp of
Bidder or Authorized Signatory*

SECTION - IV
TERMS AND CONDITIONS OF CONTRACT

1. This contract is for provision of cleaning, housekeeping and sanitation on 6 days on every week (Monday to Saturday) through 27 housekeeping and sanitation personnel to maintain high standard cleaning and sanitation in the premises of Aayakar Bhavan, Mumbai.

2. In the event of acceptance of the bid, the bidder, after receiving the award of the contract, shall enter into an agreement with the Income-tax Department, Mumbai, which will be governed by the terms and conditions & scope of work given in the bid document. However, the agreement shall be entered into after the Performance Guarantee is furnished within stipulated period as per Clause 3 below.

2.1 The successful bidder, after entering into the agreement with the Department, shall start rendering the contracted services within 7 working days of signing the contract. Further, failure to adhere to the period of commencement of services shall lead to the forfeiture of the Performance Guarantee. However, on a request made by the successful bidder, the date of commencement of services may be extended at the discretion of the Department.

3. PERFORMANCE GUARANTEE:

3.1 The successful bidder shall be required to furnish Performance Bank Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 10% of the yearly contract value within 15 days of receipt of Letter of Intent. The Performance Bank Guarantee will be valid upto 60 days beyond the completion date of the contract.

3.2 After submission of performance guarantee, the EMD shall be returned to the successful bidder.

3.3 The Performance Bank Guarantee will be encashed to the extent of any financial liabilities, which the Contractor owes to Income-tax Department, Mumbai for violation of any terms and conditions of the contract. If the financial liabilities are more than the Performance Bank Guarantee, the Contractor will be legally bound to pay the balance liability within 15 days with 10% interest, from the date of issuance of notice of demand by the Department. The Department also reserves the right to recover any financial liability, which the contractor owes to the Department, from outstanding monthly bill.

4.1 The successful bidder, within 10 working days of the award of the contract, shall indemnify the Department against any claim which could arise under the Workmen's Compensation Act, 1953 and/or under any statutory notification thereof or any of the labour laws or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained, to lay off the

workmen or personnel engaged by the Contractor or other persons whose entry into the office of the Aayakar Bhavan premises has been authorized by the Contractor.

4.2 The successful bidder, within 10 working days of the award of the contract, 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 personnel deployed by the Contractor in the premises of the Department. Decision of the administration as to the cost of damages caused shall be final and shall be deducted from outstanding dues of the Contractor.

4.3 The successful bidder, within 10 working days of the award of the contract, shall also execute an irrevocable indemnity bond in an appropriate stamp paper, as per **ANNEXURE - 'E'**, in favour of Income-tax Department that they would indemnify and keep the Department indemnified and harmless against any claims, losses, expenses which the Department may suffer or incur as a result of breach of contract. The contractor shall further agree that the indemnity herein contained shall remain in full force and effect during the currency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till the Department is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the contractor. The contractor also should undertake not to revoke this indemnity during its currency of contract.

4.4 The Contractor will be responsible for the conduct of all housekeeping and sanitation personnel deployed by it and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Contractor or any of the housekeeping and sanitation personnel, agents and others deployed by the Contractor in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same. The Income-tax Department will not be liable for any loss or harm to any person within or outside the premises of Income-tax Department from any act of omission or commission of any of the housekeeping and sanitation personnel, agents any others deployed by the Contractor in the course of providing any services stated in this contract.

4.5 Without prejudice to the preceding term of contract, the Contractor will be liable to reimburse the Income-tax Department of any cost, legal liability, penalty or fine imposed on the Income-tax Department by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the Contractor or any of the housekeeping and sanitation personnel deployed by the Contractor in the course of providing any services stated in this contract.

5. Any change in the constitution of the appointed Contractor shall be notified forthwith by the Contractor in writing to the Income-tax Department and such

change shall not relieve any former member of the Contractor from any liability under the contract.

6. The Contractor should make itself fully acquaint with all the conditions and circumstances under which the services required under the contract will have to be provided and the terms, clauses and conditions, specifications and other details of the contract. The Contractor shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to in the contract or to evade any of its obligations under the contract.

7.1 The housekeeping and sanitation personnel of the successful bidder should have their antecedents verified from the local police station at the instance of the Contractor and the same should be submitted within 30 days from the date of signing of contract without fail. In case of default, the Contractor shall be liable to fine/ penalty of Rs. 1000/- for each day of default in compliance. Further, in case of default beyond 60 days, the contract is liable to be cancelled and the Performance Guarantee shall be forfeited.

7.2 For the housekeeping and sanitation personnel deployed, the contractor will furnish their proof of photo identity, present and permanent address, education qualification details, specimen signature and two passport size photographs. These details should be furnished within 5 working days from the date of signing of contract and then, immediately on every change.

8. The Contractor shall not engage any sub-contractor or transfer, assign or pledge any of the work, service or other performance required of the Contractor under the contract to any other person or agency in any manner, except without the prior written consent of the Department,

9. The Contractor may discontinue the contract at any point of time, by giving a notice at least 60 days before the intended date for discontinuation. However, it will lead to forfeiture of the Performance Bank Guarantee deposited, in case of discontinuation without a notice or a notice less than 60 days prior to the intended date of discontinuation. The Income-tax Department will have the right to claim damages, and recover them from the payments due to the Contractor or by any other means, including as mentioned in Clause 3.3 above, in addition to forfeiting the Performance Bank Guarantee of the Contractor.

10. The housekeeping and sanitation personnel employed by the Contractor will not be treated as the employees of the Income-tax Department for any purpose whatsoever and under any circumstances.

11. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment etc. shall be immediately brought to the notice of the Authorized Person of the Department. If, after a Departmental enquiry, it is found

that the loss has occurred due to the negligence, any act of omission or commission, whether intentional or otherwise, of the housekeeping and sanitation personnel on duty, the Income-tax Department will have full power to recover the loss in full or adjust from the dues of the Contractor and terminate the contract itself with forfeiture of Performance Guarantee.

12. During the contract period, the Contractor shall make salary & other payments and provide the entire material/chemicals/accessories and also uniform, gloves etc. in time without waiting for the bill payments passed and paid by Income tax Department.

13. The transportation of the housekeeping and sanitation personnel from their place of residence etc. to the Departmental premises shall be the responsibility of the Contractor. No transportation shall be provided by the Department.

14. Minimum age of the housekeeping and sanitation personnel shall not be less than 18 years as on 31.03.2017 and maximum age shall not be more than 50 years as on 31.03.2017.

15. The 27 housekeeping and sanitation personnel to be deployed should have sound medical fitness and the contractor should also ensure that the housekeeping and sanitation personnel are subjected to regular medical checkups so as to ensure that they are free from any disease or medical complications related to their occupation.

16. In case of minor faults in toilets and bathrooms such as small repairs or replacement of faulty taps, fittings, lights, mirrors etc., the contractor should inform the Authorized Person of the Department and on latter's approval these minor repair or replacement should be carried out immediately by the contractor and these expenses shall be reimbursed to him.

17. The Income-tax Department or its Authorized Person shall have the right to ask for immediate replacement of any person or personnel of the Contractor, who is not found to be competent and orderly or fit in any manner in the discharge of his duty.

18. PAYMENT TERMS:

The contract payment shall be made as per the payment schedule mentioned below:

(a) Monthly bills shall be submitted in duplicate by 10th of every subsequent month by the Contractor for housekeeping and sanitation services rendered including the charges for material/chemicals/accessories incurred. The payment for the work will be released only after production of following documents:

(i) Attendance records, duly certified by the Authorized Person of the Department.

(ii) Production of proof of payment/remittance of due wages into the bank account of the housekeeping and sanitation personnel deployed for the immediate preceding month.

(iii) Production of proof of having paid the HRA, Leave Salary, Bonus to the housekeeping and sanitation personnel for the immediate preceding month.

(iv) Production of proof of having deposited the amount of contribution claimed by it on account of MLWF, ESI & EPF towards the housekeeping and sanitation personnel deployed for the immediate preceding month.

(b) No advance payment or part payment shall be released to contractor under any circumstances for whatsoever reasons during the entire currency of the contract.

(c) In case of revision of minimum wages above the quoted wages in reference to the Financial Bid (Section VII) of this tender document, the same shall be paid to the contractor alongwith applicable enhanced benefits of the housekeeping and sanitation personnel as per the chart given in the Financial Bid (Section VII) of this tender document, on production of proof of payment of the same to the housekeeping and sanitation personnel. However, in case the rates of minimum wage is revised upward but the revised wages remain below the quoted price in reference to the Financial Bid (Section VII) of this tender document, no escalation will be payable to the contractor. Further, in case of escalation in the cost of material/chemicals/accessories and also uniform, gloves etc., no escalation charges will be payable to the Contractor.

(d) In case of revision in minimum wages, the contractor shall submit the revised working of wages alongwith the revised working of applicable benefits to the housekeeping and sanitation personnel. Approval of the Department shall be necessary for this revised working to come into effect. In case of any difference between working of the revised wages submitted by the contractor and the working made by the Department, the working made by the Department shall be final and binding.

(e) Service charge (in terms of Rupees), as quoted in the Financial Bid at the time of submission of Bid, shall remain fixed during the entire tenure of contract. No escalation in service charge shall be paid to the successful bidder under any circumstances.

(f) The Contractor shall submit a certificate as per **ANNEXURE-‘C’** every month along with the bill stating that it has complied with the Minimum Wages Act and other statutory guidelines of the Govt. which remained in force at the time of submitting the bill. In case the certificate of compliance of statutory regulations is not submitted, the Department shall have the power to terminate the contract with one month’s notice.

(g) Supply of housekeeping and sanitation personnel less than the number stipulated will attract deduction at pro-rata basis from the bill. The decision of the Department shall be final and binding in this regard.

(h) Excess Personnel deployed more than the number of housekeeping and sanitation personnel specified in the contract will not be taken into account for payment. No excess personnel employed in a day will be adjusted for the days of shortage of deployment.

(i) Inadequate and sub-standard material supply or the material/chemicals/ accessories not conforming to the specifications as per the tender document will attract penalty as mentioned in the 'SCOPE OF WORK'. The decision of the Department in this regard shall be final and binding.

(j) If at any time during the period of contract, the SCOPE OF WORK for which this job has been awarded is reduced, the payment value of this job order shall be reduced on pro-rata basis by the Income-tax Department and the decision of the Department shall be binding in the matter.

(k) Income tax as applicable will be deducted at source from each bill.

(l) Reimbursement in respect of bills raised for minor replacements such as faulty taps, fittings, lights, etc., shall be claimed in separate bill(s) at the cost price to the contractor, duly certified by the Authorized Person of the Department.

19. TENURE OF THE CONTRACT:

19.1 Initially, this agreement shall remain in force from the date of commencement of the contract and ending on 31st March, 2019 with the provision of extending it for a further period of 1 year at a time subject to maximum of 2 years extension at the discretion of the Department.

19.2. The Income-tax Department may discontinue the contract at any point of time, without assigning any reason for the same, by giving one month's notice before the intended date of discontinuation, and will not be liable to any additional charges or compensation payable to the Contractor or any other person.

20. ARBITRATION:

20.1 In the event of any dispute or differences arising as to the execution of the contract or as to the respective rights or liabilities of the parties hereto or interpretation of any of clause thereof on any condition of agreement (except as to any matters the decision of which is specially provided for or the special conditions), the dispute shall be resolved in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the Rules there under and any statutory modifications thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings. The award of the arbitrator shall be final and binding on parties to the agreement.

20.2 In case of disputes, arising out of this agreement between the Contractor and the Department, the Courts in Mumbai shall have the exclusive jurisdiction.

21. TERMINATION OF CONTRACT:

21.1 In the event of the appointed Contractor failing to fulfill or committing any breach of any of the terms and conditions of this contract or indulge in omission or commission as detailed in the terms & conditions and scope of work of the bid document, then without prejudice to the Income-tax Department's rights and remedies to which otherwise, Income-tax Department, shall be entitled, the contract shall be terminated forthwith; the Performance Bank Guarantee will be encashed; the Contractor will be blacklisted and the housekeeping and sanitation personnel will be hired at the Contractor's risk and at the absolute discretion of the Income-tax Department without prejudice to any other action which may be taken by the Income-tax Department. The cost of such hiring together with all incidental charges or expenses shall be recoverable from the Contractor. The omission or commission may include *interalia* the following:-

- a) If the Contractor or its employees are found guilty of fraud and/or misrepresentation in respect of the contract or any other contract entered into by the Contractor or any of his partners or representatives thereof with the Income-tax Department ; or
- b) If the Contractor becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if
- c) At any time during the pendency of the contract, it comes to the notice of the Income-tax Department that the Contractor has misled it by giving false/incorrect insufficient information.
- d) In case, any documents/declaration furnished is found to be false at any stage, it would be deemed to be a breach of terms of contract and thereby, making the contractor liable for legal action, besides termination of contract and/or forfeiture of Performance Guarantee.

21.2 If the performance of the housekeeping and sanitation personnel and/or material/chemicals/equipments supplied by the Contractor is not found satisfactory, the Income-tax Department shall have power to terminate the contract with one month's notice. Upon such termination, the Performance Guarantee of the Contractor shall be liable to be forfeited.

22. The Contractor shall comply with all statutory liabilities and obligations of State and Central government. The Income-tax Department shall not be liable for any contravention/non-compliance on the part of the Contractor. Any contravention/ non-compliance on the part of the Contractor would be construed as a sufficient ground for termination of the contract at the discretion of the

Income-tax Department. Notwithstanding, in the event of the Income-tax Department being imposed with any penalty/ fine etc., by any agency/authority due to the non-compliance/contravention on the part of the Contractor to any statutory laws/rules/regulations etc., the Income-tax Department reserves the right to recover such fine/penalty etc., from the Contractor by way of recovery from the bills raised by the Contractor or by any other means.

23. The Income-tax Department shall not provide employment to any of the personnel of the contractor during the contract or after the expiry of the contract for the reason of being associated with this contract. The Income-tax Department does not recognize any employee - employer relationship with any of the housekeeping and sanitation personnel of the contractor.

24. The housekeeping and sanitation personnel engaged by the contractor shall not accept any gratitude or reward in any form.

25. DUTIES AND LIABILITIES OF THE CONTRACTOR

25.1 The contractor shall issue Employment Cards to all the housekeeping and sanitation personnel and their wages must be paid to them on acquaintance roll by 10th day of every month. Before submission of bills by the Contractor to Income-tax Department for payment against the jobs carried out by it, a certificate will have to be submitted by the Contractor of having paid in full to the housekeeping and sanitation personnel employed by it as specified in para 18 above.

25.2 The Machines/Equipments and Consumables required for housekeeping and cleaning work shall be stored at the space as provided by the office of the Principal Chief Commissioner of Income - tax, Mumbai. However, safety and security of the Machines/Equipments and consumables from theft, breakage, pilferage, damage or loss due to any reason(s)/unforeseen circumstances shall be the sole responsibility of the Contractor.

25.3 The Contractor should provide proper Uniform, Identity card, protective gears such as gloves, shoes, air masks, etc. to the housekeeping and sanitation personnel.

26. INVENTORY OF CHEMICALS/MATERIAL/CONSUMABLES ETC.:

26.1 The contractor shall ensure adequate supply of all Chemicals /Material/ Consumables etc. 15 days in advance, prior to its consumption. The quality of material to be supplied by the contractor shall adhere to the brand/specifications provided in Clause 2.1 and 2.2 of the SCOPE OF WORK (Section V) of the tender document and shall be certified by the Authorized Person of the Department.

26.2 The contractor shall maintain stock register for inventory management and get the stock register duly certified by the Authorized Person of the Department in respect of all Chemicals /Material/ Consumables etc. prior to storing such items at the designated place in the Department's premises.

27. The contractor shall ensure that its personnel shall not at any time, without the consent of the Income-tax Department in writing divulge or make known any information about the affairs of the Income-tax Department. Any violation will lead to immediate termination of contract, with forfeiture of Performance Guarantee and/or other action as per law.

28. Any liability arising out of any litigation (including those in the Consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/fines. The Contractor's personnel shall attend the Court, as and when required, in the said matter.

29. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Income-tax Department, Mumbai for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign.

30. The contractor shall ensure that the housekeeping and sanitation personnel shall not take part in any staff union and association activities at the premises of the Department.

31. The Contractor shall ensure that the housekeeping and sanitation personnel should satisfy the following conditions:-

- a) Housekeeping and sanitation personnel should wear the uniform, while on duty, prescribed by the Contractor.
- b) Housekeeping and sanitation personnel should have undergone proper training on all cleaning and sanitation related issues and should be decent and well behaved.

32. FORCE MAJEURE:

32.1 If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event.

32.2 Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.

- 33.** The Department reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered at any stage.
- 34.** The instructions to bidders shall also form part of the contract.

*Read and accepted.
Signature and stamp of
Bidder or Authorized Signatory*

SECTION- V

SCOPE OF WORK

1. The Contractor shall provide high standard cleaning and sanitation on 6 days of every week (Monday to Saturday), between 08:00 hrs to 16:30 hrs, throughout the year in Aayakar Bhavan, Mumbai. If required due to special circumstances, sanitation work may be required to be performed on Sundays and Gazetted Holidays also. If this be the case, a pro-rata payment will be made in the monthly bill.

2. The Contractor shall carryout the housekeeping and sanitation work with the following Machines/Tools/Equipments/Consumables etc. of specified brand/make and numbers:

2.1 List of Machines/Tools/Equipments:

S. No.	Name of Cleaning Machines, Equipments, Tools	Minimum Number
1	Auto Floor Scrubbing Machines	02 Nos.
2	Single Disc Floor Scrubbing Machines	01 No.
3	Vacuum Cleaner	02 Nos.
4	Jet Pressure	01 No.
5	Glass Cleaning Kits (Brand Roots)	02 Nos.
6	Various Heights Ladders	01 No.
7	Telescope Rods(for cobweb removal work)	02 Nos.
8	Plastic drums for garbage collection, storage and removal (Neel Kamal/Syntex)	15 Nos.
9	Sign Boards (at the time of cleaning activity)	10 Nos.
10	Dust collecting pans(with brush)	10 Nos.
11	Hand Gloves & mask (Only for Janitors involved in toilet cleaning)	50 Sets
12	Toilet Brush	58 Nos.
13	Window Squeegee	03 Nos.
14.	Buckets (20 Litre)	10 Nos.
15.	Dustbins (Swing Bins – 20 Litres))	60 Nos.

2.2 List of Material/Chemicals/Consumables:

S.No.	Material/Chemicals/ Consumables	Any of the Brands (wherever specified)	Minimum Quantity per month
1	Soft Broom	High Standard Brand	12 Nos.
2	Hard Broom with Stick	High Standard Brand	04 Nos.
3	Hard Broom	High Standard Brand	20 Nos.
4	Naphthalene Ball	High Standard Brand	10 Kg
5	Toilet Cleaner - R6*	Diversey Lever/Partek/Eureka Forbes**	30 Ltr
6	Floor Cleaner - R2*	Diversey Lever/Partek/Eureka Forbes**	25 Ltr
7	Washing Powder	Wheel etc.	60 Kg
8	Glass Cleaner - R3*	Diversey Lever/Partek/Eureka Forbes**	10 Ltr
9	Liquid Soap	Dettol/Taski**	35 Ltr
10	Scotch Brite (large)	3 M Product	50 Nos.
11	Glass Duster	High Standard Brand	50 Nos.
12	Floor Duster	High Standard Brand	50 Nos.
13	Check Duster	High Standard Brand	96 Nos.
14	Sani Cubes(Packet of 12 Nos. Sanicube)	High Standard Brand	150 Nos.
15	Dry Mops (Sets)	High Standard Brand	16 Nos.
16	Wet Mops (Sets)	High Standard Brand	16 Nos.
17	Wet Mop Refill	High Standard Brand	16 Nos.
18	Small Pressue Pump	High Standard Brand	20 Nos.
19	Plastic Bucket 15 ltr	High Standard Brand	20 Nos.
20	Spray Pump	High Standard Brand	24 Nos.

21	Odonil Metropol	High Standard Brand	150 Nos.
22	Dry Mop Refills	High Standard Brand	16 Nos.
23	Wiper (Large)	High Standard Brand	08 Nos.
24	Wiper (Small)	High Standard Brand	08 Nos.
25	Floor Scrubbing Brush with Handle	High Standard Brand	08 Nos.

2.3 The Contractor may supply the Machines/Tools/Equipments and Material/Chemicals/Consumables; listed in paras 2.1 and 2.2, of superior brands (having better technology and higher cost) as compared to the Brands specified in the respective columns above. However, superiority of brands shall be strictly in terms of the decision of the Authorized Person of the Department.

3. In case of minor faults in toilets and bathrooms such as small repairs or replacement of faulty taps, fittings, lights, mirrors etc., the contractor should inform the Authorized Person of the Department and on latter's approval these minor repair or replacement should be carried out immediately by the contractor and shall be reimbursed to him.

4. The Contractor shall ensure that their personnel wear Uniforms and Identity Cards provided by the contractor in such a way that it is prominently displayed and visible so that any person can identify the individual representing the contractor.

5. The Contractor shall provide dedicated housekeeping and sanitation personnel and any change in the personnel appointed should be made only in very exceptional and unavoidable circumstances. Replacement of housekeeping and sanitation personnel should be provided in the event of sickness or in any other circumstances, when a particular personnel is absent from duty.

6. The housekeeping and sanitation personnel must report to duty strictly for eight hours, six days a week (Monday to Saturday) or on special occasions as per clause (1) above, as per the roster or duty schedule to be prepared in this regard. This shall exclude the half hour lunch break.

7. The housekeeping and sanitation personnel engaged by the Contractor shall be available at all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the Authorized Person of the Income-tax Department. Adequate supervision should be provided to ensure correct performance of the said sanitation services in accordance with the prevailing assignment instructions agreed upon between the Department and the Contractor. In order to exercise effective control & supervision over the housekeeping and sanitation personnel of the Contractor deployed, the supervisory staff should

constantly move in their areas of responsibility.

8. The contractor shall employ only Men housekeeping and sanitation personnel for cleaning of Gents' toilet and only Women housekeeping and sanitation personnel for cleaning Ladies' toilets.

9. The execution of cleaning /housekeeping of toilets/ common areas will be as far as possible should be with mechanized equipments so as to ensure minimum human contact of dirty/filthy material.

10. The housekeeping and sanitation personnel should wear protective gears such as gloves, shoes, air masks, etc. so as to protect their health and safety during the execution of sanitation work.

11. The contractor shall provide all cleaning equipment and cleaning material which shall be harmless to humans and eco-friendly and shall in no way damage the floors and other items by way of staining, foaming, eroding etc.

12. The cleanliness will be periodically checked by the Authorized Person of the Department or by its representatives and the contractor has to abide by those criteria. These include:

- (a) The cleaning and housekeeping works are to be carried out as per international norms/standards and in such manners that all the assigned areas always look neat and clean.
- (b) Shine level, cleaning of dust, pan and gutkha stains, spillage of water or other liquids, bird droppings etc. on floors, tiled walls, doors, windows or stairs, etc.;
- (c) Cleaning and removal of dust or cobwebs etc. on roof, on the corridor ceiling, window grills etc, behind or under the furniture, equipments, etc kept in corridors .;
- (d) Cleaning of finger or palm marks, dust and gutkha stain on glass panes of windows or doors and mirrors;
- (e) Cleaning of dirt marks, dust, dryness and odour in Wash-basin, WC Seats, floors etc. in toilets/bathrooms and in all the Corridors and common areas of Aayakar Bhavan.

13. All the toilets included in the scope of work shall be cleaned and made fit for use by 9.30 a.m. on all working days. In the areas of the office which are to be cleaned daily, the first cleaning operation in all aspects shall be completed and made fit to use by 9:30 a.m. All periodical operations shall be executed continuously till the closing time i.e. 4.30 PM.

14. The common areas outside Aayakar Bhavan should be totally free from dead/dropped leaves and litter.

15. All rubbish and waste items that get accumulated at the canteen/toilets/corridors/open spaces/lawn and staircases shall be relocated periodically to the dumping points set up by the Department/Municipal Corporation of Greater Mumbai and there shall be no left-over at the end of the day. The garbage has to be dumped outside the Building complex/campus at the designated points by the contractor.

16. In case of emergency, the services of housekeeping and sanitation personnel may be utilized for other work also as per the requirement of the Department.

17. The contractor and the personnel engaged by the contractor will follow the entry and exit procedures of the department as may be determined by the department from time to time.

18. PENALTY:

18.1 The contractor shall be liable for penalty up to a maximum of Rs.5,000/- (Rupees Five Thousand only) per instance at the discretion of the Department for poor services, improper upkeep or cleaning, use of the Department's properties by the contractor or his personnel, late reporting to the duty, non-reporting to the duty by the housekeeping and sanitation personnel, refusal to perform duties, non-observance to the dress code, for negligent/sleeping/drunken housekeeping and sanitation personnel, loitering in the premises of Aayakar Bhavan, or sitting idle in the working hours, any instance of misbehavior or indiscipline etc. and/or for non-compliance of any terms of the contract and the same shall be recoverable from the bills payable to the contractor. This applies to all the work covered in this contract.

18.2 In case of housekeeping and sanitation personnel remaining absent from duty, a substitute shall be provided by the Contractor immediately. In case a substitute is not provided, proportionate contract charges are liable to be deducted from the contract charges payable, in addition to the penalty upto maximum of Rs. 5,000/- (Rupees Five Thousand only), which can be levied on the contractor in terms of Clause 18.1 above. Further, in case of replacement of housekeeping and sanitation personnel without prior permission of the Authorized Representative of the Department, the penalty upto maximum of Rs. 5,000/- (Rupees Five Thousand only) shall also be levied on the contractor.

18.3 In case of recurrent default in supply of adequate number of housekeeping and sanitation personnel, supply of substandard machines/equipment/chemicals/consumables etc., not conforming to the tender document and refusal to perform duties, the contract shall be terminated after giving one month's notice to the contractor. Also, under such circumstances, performance guarantee shall be forfeited. Maximum of 4 instances of defaults in one month and 10 instances of defaults in a year (inclusive of default in supply of (i) adequate number of manpower, (ii) sub-standard machines/equipments/consumables etc. and (iii) refusal to perform duties) shall be treated as recurrent defaults.

18.4 Inadequate and sub-standard material supply or the material/chemicals /accessories/consumables not conforming to the brands/specifications as per the tender document as mentioned in the ‘SCOPE OF WORK’ will attract penalty upto a maximum of Rs. 5,000/- (Rupees Five Thousand only) for each instance of default.

19.1 Cleaning of the specified areas; including toilets/bathrooms shall be carried out as per the following Schedule:

I. TOILETS & BATHROOMS:

All the toilets & bathrooms of the specified areas shall be cleaned according to the schedule given below. However, cleaning may also be carried out as and when required on special occasions of National Holidays or Gazetted Holidays and as per the direction of the Authorized Person of the Department.

A. On daily basis: (Monday to Saturday)

Sl. No	Work to be performed	Frequency/Timing
a	Washing & scrubbing of toilets, wash basins, toilets’ walls and windows, etc. with water and application of Phenyl.	<ul style="list-style-type: none"> Monday to Saturday once before 9:30am Monday to Friday at 01:00pm, 3:00pm, and 4:30pm. On Saturday at 11:30am, 2:30pm and 4:00pm.
b	Removal of solid waste /wet waste, garbage etc. from toilets and their proper disposal to the garbage bins.	<ul style="list-style-type: none"> Monday to Saturday once before 10:00am and at 4:00pm
c	Disinfection of the toilets as and when required.	<ul style="list-style-type: none"> Monday to Saturday once before 9:30am and as and when required
d	Cleaning of mirrors of the toilets.	<ul style="list-style-type: none"> Monday to Saturday once before 9:30am and 03:00pm.

B. Weekly basis: (On Saturdays)

- i. Deep Cleaning of all the toilets.
- ii. Cleaning of exhaust fans in all the toilets. Cleaning the ceiling of cobwebs
- iii. Pressure cleaning/deep cleaning of all the urinals and toilets.
- iv. Keeping adequate amount of liquid soap, naphthalene balls, toilet paper rolls, urinal screens/cubes, fresheners etc. in toilets.

II. GUEST HOUSE AREA, COMMON AREAS of GROUND FLOOR to 6TH FLOOR, etc. :

A. Daily basis: The following jobs are to be completed daily from Monday to Saturday before 09:30 am:

- i. Cleaning of walls i.e. all the walls in the common areas of the building upto the height of 4 feet.
- ii. Cleaning of all areas (including stair case) where dustbins and/or spittoons are located.
- iii. Sweeping and mopping with cleaning liquid of all floor areas, corridors, common passages including staircases.
- iv. Cleaning of areas near water coolers and other damp areas of the premises.
- v. Cleaning of ducts, adjacent to the toilet with necessary care.
- vi. Removal of waste/garbage from canteen.
- vii. Collection of all waste from waste bins and its proper disposal to the garbage bins located outside Aayakar Bhavan.
- viii. Cleaning of waste bins.
- ix. The resultant debris / dry leaves / waste papers /garbage etc, out of all the above activities shall be properly disposed off at the designated dumping yard/ garbage bins located outside Aayakar Bhavan.
- x. Cleaning of Conference room at 3rd Floor.

B. Weekly basis (on Saturdays):

- i. Removal of cobwebs and cleaning of ceiling ventilators, pipes etc. on all the floors belonging to the Department.
- ii. Cleaning of ducts, adjacent to the toilets with necessary care.
- iii. 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.
- iv. Cleaning of fans in the corridors.
- v. Cleaning of sign boards/name boards.
- vi. 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.
- vii. Cleaning of fans and tube lights in the common areas.

- viii. Cleaning of common areas floors with scrubbing machine.
- ix. The resultant debris / dry leaves / waste papers /garbage etc, out of all the above activities shall be properly disposed off at the designated dumping yard/ garbage bins located outside Aayakar Bhavan.

III. Main Gate, Garden, Gate No. 2, 3, 4 & 6 and adjoining areas (including Parking) of these Gates:

A. Daily basis: The following jobs are to be completed daily from Monday to Saturday:

- i. Cleaning of walls i.e. all the walls in the common areas of the building upto the height of 4 feet.
- ii. Cleaning of all areas (including stair case) where dustbins and/or spittoons are located.
- iii. Sweeping and mopping with cleaning liquid of all floor areas, corridors, common passages including staircases.
- iv. Cleaning of areas near water coolers and other damp areas of the premises.
- v. Cleaning of main doors and partitions.
- vi. 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.
- vii. Cleaning of ducts, adjacent to the toilet with necessary care.
- viii. Sweeping of the parking area.
- ix. Cleaning of open spaces and removal of stagnant water on roads, pavements and parking area.

19.2 Cleaning of all the specified areas shall also be carried out as and when required on special occasions of National Holidays or Gazetted Holidays and as per the direction of the Authorized Person of the Department.

20. Segregation of Solid Waste and Wet Waste shall be carried out by the housekeeping and sanitation personnel deployed by the Contractor, as per the “Standard Operating Procedures on Segregation of Waste” and “Municipal Solid waste Management Manual”, issued under ‘Swachh Bharat Mission’ by the Ministry of Urban Development, Govt. of India.

Date:
Place:

Read and accepted.
Date Signature and stamp of the Bidder
or Authorized signatory.

SECTION-VI
TECHNICAL BID

(On the letter head of the Concern submitting the bid)

To

The Pr. Chief Commissioner of Income-tax,
Aayakar Bhavan,
Mumbai.

Ref: Tender No. _____ Dated _____

Sir,

I/We hereby undertake to provide housekeeping and sanitation personnel in Aayakar Bhavan, Mumbai, as specified in the Bid/tender document and agree to hold this offer open for a period of 120 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

I/we have understood the Instructions to Bidders and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.

Certified that I/we have the experience of more than _____ years in providing housekeeping and sanitation services and related works. Certified copies of at least one work-order pertaining to each of the last 2 years are enclosed with this bid.

A detailed profile of the organization as filled in as prescribed in the **ANNEXURE -'A'** of the bid document is enclosed with this bid. Other details required to be submitted with this bid as per the bid document are also enclosed as follows:

- (a) Valid License under The Bombay Shops and Establishment Act, 1948 as amended from time to time.
- (b) Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship.
- (c) Income-tax Returns for the last 2 years, i.e. Assessment years 2016-17 and 2017-18.
- (d) Audited Balance Sheet and Profit & Loss account for the last 2 years, i.e. financial years 2015-16 and 2016-17.
- (e) Certificate from ESI Corporation.

- (f) Certificate from EPF Organization.
- (g) Registration certificate under Contract Labour Act (Regulation & Abolition) 1970.
- (h) Registration certificate for Goods and Service Tax.
- (i) Copy of PAN Card.
- (j) Full particulars of all the organizations where the bidder has carried out housekeeping and sanitation work along with amount of the contract entered into with the organizations during the preceding 2 Financial Years, i.e. 2015-16 & 2016-17, as per **ANNEXURE – ‘B’**.
- (k) Performance Feedback Certificates/Satisfactory Performance Certificate from two existing clients/contractees in relation to housekeeping and sanitation work.
- (l) Proof of address such as self-attested copy of Telephone bill, Electricity Bill, Registered Lease Deed etc. supporting the address in respect of regular office premises at Mumbai Metropolitan Region and documentary evidence to show that the bidder has arrangements/facilities for training of housekeeping and sanitation personnel.
- (m) Copy of Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the bidder under this contract. In case the - bidder is exempted from obtaining such Registration or approval from the Labour Commissioner, the agency is required to produce an affidavit signed by the authorized signatory of the – bidder that their firm is exempted & is not required to obtain any such Registration or approval or order from the Labour Commissioner. Any other certificates/licenses required under any Act or regulation applicable to the provisions of housekeeping and Sanitation services.
- (n) Details regarding any work order in the last two years that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
- (o) Proof of ownership of machines/equipments listed at Serial No. 1 to 4 in Clause 2.1 of the Scope of Work.
- (p) Earnest Money Deposit (EMD) of Rs. 4,00,000/- by means of demand draft Pay/Banker’s Cheque drawn in favour of **Zonal Accounts Officer, CBDT**, payable at Mumbai.
- (q) Integrity Pact, duly signed by the Bidder as per **ANNEXURE – ‘D’**.
- (r) Indemnity Bond as per **ANNEXURE – ‘E’**.

- (s) The Technical Bid documents must be properly bound/stitched/securely stapled. The documents must be page numbered and a proper index of documents must be placed. Each page of the documents must be signed and stamped.
- (t) No bid will be considered unless and until all the pages/documents comprising the Bid are properly signed and stamped by the person(s) authorized to do so.

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Yours faithfully,

*Signature and stamp of the Bidder
or Authorized signatory*

Dated this ____ day of _____ of 2017

Telephone: __ _____

FAX _____

Address _____

E-mail _____

Signature and Seal of the bidder.

Note:

Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected.

SECTION-VII

FINANCIAL BID

“Tender for Housekeeping and Sanitation Services in Aayakar Bhavan”

1. Having examined the bidding documents, inspected the relevant area and having submitted the Technical bid for the same, I/we, the undersigned, hereby submit the Financial Bid for providing 27 housekeeping and sanitation personnel along with Machines/Tools/Equipments and Material/Chemicals/Consumables for specified areas in Aayakar Bhavan, in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

2.1 The Price quoted by us for the scope of work detailed in Section V of the bid document is as below:

(i) Name, address and telephone No. :
of the Bidder/Applicant Contractor

(ii) Rate per Housekeeping and sanitation personnel:

Sr. No.	Description	Amount/ Percentage (if applicable) [this is to be read in conjunction with the latest rules/acts/regulations and policies promulgated by the Government Authority]	Rate Per Month (Rs.)
(a)	Basic Wages (BW) plus variable allowance (VDA)		
(b)	House Rent Allowance (HRA) [@ 5% of (Basic + VDA)]		
(c)	Employees Provident Fund (EPF) @ [13.15% of (Basic + VDA)]		
(d)	Employees State Insurance (ESI) [(@ 4.75% of Basic+VDA+HRA)]		
(e)	Maharashtra Labour Welfare Fund		
(f)	Bonus @ 8.33% of (Basic + VDA) or Rs. 7,000/- (whichever is higher)		
(g)	Leave Salary @6.73 of (Basic + VDA)		

(h)	National Holidays @ 1.28% of (Basic + VDA)		
(i)	TOTAL [Sum of (a) to (h)]		
(j)	Service Charge (per head)		
(k)	Sum Total [Sum of (i) and (j)]		
(l)	Taxes (as applicable)		
	Final Total [Sum of (k) and (l)]		

(iii) **(A) Total Charges, including Taxes (as applicable) for providing 27 housekeeping and sanitation personnel per Month:**

Rs. _____.

2.2 UNDERTAKING:

Rates shall be quoted strictly as per the Wage prevalent as on the date, in terms of the Minimum Wages Act. Any deviation from or Non-Compliance to the Minimum Wages Act shall summarily reject the Financial Bid and the Bid shall be treated as non-responsive.

3. We hereby confirm that the Basis plus VDA and other statutory payments quoted above is not less than the current minimum wages stipulated by the Ministry of Labour and Employment, Government of India and that other mandatory charges, i.e. EPF, ESI, EDLI & Bonus etc. are in conformity with the provisions of the respective Acts/Rules. We further agree that the Financial Bid will be rejected if any of the above rates and percentage is not in compliance with the respective statutory law.

4. It is affirmed and certified that material/chemicals/consumables required per month will be strictly as per the enumerated items of the tabular list at para 2.2 of Section- V of "SCOPE OF WORK" of the tender document.

Total Monthly Charges (Cumulative) for all the Material/Chemicals/Consumables listed above:

Rs. _____

Add: Taxes (as applicable) Rs. _____

(B) Total per month Rs. _____

Date:
Place:

*Stamp/ Seal of the Bidder
Name and Signature of the
Authorized Signatory*

**GRAND TOTAL OF VALUE OF CONTRACT [INCLUDING TAXES (as applicable)]
PER MONTH:**

(A) + (B) = Rs. _____.

Date:
Place:

*Stamp/ Seal of the Bidder
Name and Signature of the
Authorized Signatory*

Note:

1. The minimum wage payable to the housekeeping and sanitation personnel is as per Ministry of Labour & Employment, Govt. of India Notification in this regard.

ANNEXURE 'A'

PROFILE OF ORGANIZATION

Sr. no.	Name of the Work	Cleaning, Housekeeping and Sanitation services in Aayakar Bhavan, Mumbai.
1	Name & Address of the Concern with email, Phone, Fax, Mobile Nos :	
2	Name and address of the Proprietor/ Partners/Directors and their PANs:	
3	Details of Registration with Labour Commissioner having jurisdiction over the territory or exemption certificate, if any.	
4	Year of Establishment of the concern & experience in the execution of housekeeping/sanitation services contracts:	
5	PAN: (enclose copy)	
6	GST No: (enclose copy)	
7	Details of works executed during the last 2 years (add documentary proof of the same) with satisfactory completion certificates of the concerned organizations	
8	List of similar work undertaken/in hand at present (proof documents)	
10	Details of Demand Draft/Banker's Cheque in respect of Earnest Money	
11	Any other information in support of their past antecedent, present experience, approach & methodology of work, competency to execute contract, financial capacity etc.	

Note:

Please attach extra sheet in support of your information, if space in the column is insufficient.

Signature & Seal of bidder.

ANNEXURE – ‘B’

Sr. No.	Name & Address of the Contractee with phone number of the contact person	A brief description of the contract along with the nature of work executed, average manpower deployed etc.	Annual Value of the Contract (Rs.)	Duration of the Contract	
				From dd/mm/yyyy	To dd/mm/yyyy

Date:
Place:

*Stamp/ Seal of the Bidder
Name and Signature of the
Authorized Signatory*

ANNEXURE – ‘C’

TO WHOMSOEVER IT MAY CONCERN

1. This is hereby confirmed that the Basic plus VDA, other statutory payments quoted in the bill for the Month of ___ Year ___ is not less than the current minimum wages stipulated by the Ministry of Labour and Employment, Government of India and that other mandatory charges, i.e. EPF, ESI, EDLI & Bonus etc. are in conformity with the provisions of the respective Acts/Rules. It is further agreed that the contract dated ___ shall be terminated if any of the above rates and percentage are not in compliance with the respective statutory law(s).
2. Enclosed herewith the proof of having deposited the amount of contribution claimed by us/me on account of ESI & EPF towards the housekeeping and sanitation personnel deployed at Aayakar Bhavan, Mumbai in their respective names for the payments of previous month.
3. It is further certified that the payments for the previous month has been made as per the Minimum Wages Act.

Total Monthly Charges, including Taxes (As applicable): Rs. _____

Encl: As above.

Date:
Place:

*Stamp/Seal of the bidder
Name and Signature of the
Authorized Signatory*

Note:

1. The prescribed format as provided in ANNEXURE – ‘C’ above may be modified at any time by the Department for effective management.

ANNEXURE – ‘D’

INTEGRITY PACT BETWEEN

The President of India, through the Principal Chief Commissioner of Income-tax, Mumbai, having office at Room No. 373, 3rd Floor, Aayakar Bhavan, M.K. Road, Mumbai – 400 020, hereinafter referred to as the ‘the Department’,

AND

(Name of The bidders and consortium members) hereinafter referred to as "The Bidder/Contractor".

Preamble: The Income – tax Department intends to award, under laid down organizational procedures, contract for Tender No. The Department values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations.

Section 1. Commitments of the Department

(1) The Department commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the Department, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Department will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

(c) The Department will exclude from the process all known prejudicial persons.

(2) If the Department obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Department will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case,

while an enquiry is being conducted by the Department, the proceedings under the contract would not be stalled.

Section 2. Commitments of the Bidder / Contractor

(1) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre contract as well as post- contract stages. He commits himself to observe the following principles during the contract execution.

a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Department's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.

b. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.

c. The Bidder/Contractor will not commit any offence, under the relevant Anti corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Department, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

f. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Department.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3. Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the Department is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Department is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the hierarchy of the concern of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold, the Department's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken.

Section 4. Compensation for damages

1. If the Department has disqualified the Bidder, from the tender process prior to the award, according to Section-3, the Department is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Department has terminated the contract according to Section-3, or if the Department is entitled to terminate the contract according to Section-3, the Department shall be entitled to demand and recover from the Contractor, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur.

Section 5. Previous transgression

1. The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Central/State Govt. organization or PSU, that could justify his exclusion from the award of the contract.

2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

3. The bidder or any of its partners/directors, etc., should not have been blacklisted/debarred by any of the government agencies or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws, etc. by any court or any authority appointed to enforce any labour laws.

Section 6. Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Department before contract signing.

2. The Department will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.

3. The Department will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

Section 7. Criminal charges against violating Bidders/ Contractors

If the Department obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Department has substantive suspicion, in this regard, the Department will take necessary action accordingly.

Section 8. Pact Duration

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined the Department.

The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

Section 9. Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Department, i.e. Mumbai, Maharashtra
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
3. If the Bidder / Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intensions.

For the Department
Place: Mumbai.

For the Bidder/Contractor

Witness-1 :

Witness-2 :

Date : / /2017

ANNEXURE – ‘E’

INDEMNITY BOND

(To be executed by the Bidder on the Stamp Paper of Rs. 100/-

1. This INDEMNITY made on ____ (Date) ____ day of ____ (Month) ____ of 2017 between ____ (Name & Address of the Bidder) ____ (hereinafter referred to as the “Indemnifier”, which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and assigns) of the ONE PART and the Income-tax Department (hereinafter referred to as “the Department” which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and permitted assigns) of the OTHER PART

2. WHEREAS by our Housekeeping and Sanitation Services contract agreement dated ____ between ____ and ____, I/we agree to provide Housekeeping and Sanitation Services w.e.f. ____ till 31st March 2019, which may be extended for a further period of 1 year at a time subject to maximum of 2 years extension at the discretion of the Department.

3. NOW THIS PRESENTS WITNESSES AS FOLLOWS:

Pursuant to the said Agreement and in consideration of the premises, I/we, the Indemnifier hereby agree and undertake to indemnify and keep the Department indemnified

3.1 Against any claim which could arise under the Workmen’s Compensation Act, 1953 and/or under any statutory notification thereof or any of the labour laws or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained, to lay off the workmen or personnel engaged by the Contractor or other persons whose entry into the office of the Aayakar Bhavan premises has been authorized by the Contractor.

3.2. Against any loss to the property and assets of the Department which have been caused by negligence or unlawful activity of the personnel deployed by me/us in the premises of the Department. We also indemnify that the decision of the administration as to the cost of damages caused shall be final and shall be deducted from outstanding dues of the Contractor.

3.3 Against any claims, losses, expenses which the Department may suffer or incur as a result of breach of contract.

3.4 I/we further indemnify and keep the Department indemnified that the Contractor will be responsible for the conduct of all housekeeping and sanitation personnel deployed by it and shall be legally liable for any harm or loss arising to

any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Contractor or any of the housekeeping and sanitation personnel, agents and others deployed by the Contractor in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same.

3.5 I/we further agree that the indemnity hereinabove contained shall remain in full force and effect during the currency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till the Department is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the contractor.

3.6 I/we also undertake not to revoke this indemnity during its currency of contract and the Department will not be liable for any loss or harm to any person within or outside the premises of the Department from any act of omission or commission of any of the housekeeping and sanitation personnel, agents any others deployed by the Contractor in the course of providing any services stated in this contract.

3.7 I/we also indemnify the Department and/or its employees against all actions, claims, costs, damages, proceedings, suits or any other consequences whatsoever which shall or may be brought or made against the Department and/or its Employees by anyone whomsoever or which the Department may pay, suffer or sustain due to non-compliance of terms and conditions of or representation therein by or on behalf of the Indemnifier.

3.8 Without prejudice to the above, I/we further indemnify that the Contractor will be liable to reimburse the Department of any cost, legal liability, penalty or fine imposed on the Department by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the Contractor or any of the housekeeping and sanitation personnel deployed by the Contractor in the course of providing any services stated in this contract.

4. IN WITNESS WHEREOF THE abovenamed (Name of Indemnifier) has/ have executed these presents on the day, month and year first written above Signed and delivered by the within named

IN THE PRESENCE OF
WITNESS:

Signature(s) of the Indemnifier(s)