



GOVERNMENT OF INDIA  
INCOME TAX DEPARTMENT  
OFFICE OF THE  
THE PRINCIPAL COMMISSIONER OF INCOME TAX-3

3rd floor, B- Wing, PMT Commercial Complex, Shankar Seth Road, Swargate, PUNE-411037  
PH:020-2445795 Fax: 020-24445543 e-mail:- pune.pcit3@incometax.gov.in

**TENDER DOCUMENT**

**For Providing  
Unskilled / Semi-skilled personnel on Contractual  
basis  
for the Office of the  
Principal Commissioner of Income-Tax-3, Pune  
at Pune and Satara.**



**OFFICE OF THE  
THE PRINCIPAL COMMISSIONER OF INCOME TAX-3**

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PH:020-2445795 Fax: 020-24445543 e-mail:- pune.pcit3@incometax.gov.in

NO. PN/PCIT-3/187/Semi/Un-skilled pers./2018-19/

Date: 22/06/2018

**NOTICE INVITING TENDER**

1. The Principal Commissioner of Income tax-3, Pune intends to invite sealed tenders from vendors/agencies, engaged in the business of providing manpower service, to **8 (Eight) unskilled and 13 (Thirteen) semi-skilled** personnel, on contract, on daily wage basis for the charge of the Principal Commissioner of Income-Tax-3, Pune, (6 unskilled personnel for offices stationed at Pune & 2 unskilled personnel at Satara, and 10 semi- skilled personnel for offices stationed at Pune and 3 semiskilled personnel at Satara.) The contract is for a period of one year from 01/08/2018 to 31/07/2019.

2. Sealed Tenders, duly super scribed “**Tenders for Providing Unskilled / semi - skilled personnel at Income Tax Department Pune and Satara**” and addressed to “**The Principal Commissioner of Income-Tax-3, Pune**” are invited so as to reach in Room No. 315 3<sup>rd</sup> floor PMT Commercial Building, Shankarsheth Road, Swargate Pune 411 037 & **not later than 13.00 hours on 02/07/2018**. Tenders received after stipulated date/time shall not be entertained. **The tenders will be opened on 02/07/2018 at 15.00 hours** in the presence of the Bidders or their representatives who may like to be present.

3. Detailed information/terms and conditions for the purpose either be downloaded from [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or Tender documents and Terms & Conditions may be collected from the above said office on working days during office hours i.e. 10:00 A.M. to 5:30 P.M. on payment of non-refundable tender fee of Rs.1,000/- by **Cash** or **Demand Draft drawn in favour of ZAO, CBDT, Pune payable at Pune**. In case the tender document is downloaded from the Department’s website, a non-refundable tender fee of Rs.1,000/- has to be paid by way of **Demand Draft drawn in favour of ZAO, CBDT, Pune payable at Pune** at the time of submission of the duly filled tender application.

Sd/-

( Minal Bhide)

Income Tax Officer (HQ)-3(1)

For Pr. Commissioner of Income Tax-3, Pune



**OFFICE OF THE  
THE PRINCIPAL COMMISSIONER OF INCOME TAX-3**

3rd floor, B- Wing, PMT Commercial Complex, Shankar Seth Road, Swargate, PUNE-411037  
PH:020-2445795 Fax: 020-24445543 e-mail:- pune.pcit3@incometax.gov.in

**TENDER DOCUMENT FOR PROVIDING UNSKILLED / SEMI-SKILLED  
PERSONNEL FOR CHARGE OF THE PCIT-3, PUNE  
AT PUNE & SATARA**

**Open Tender No: Tender No.PN/PCIT-3/Unskilled pers /2018-19**

**Dated: 20/06/2018**

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## SECTION – I

### DOMESTIC COMPETITIVE BIDDING

(Through call of open Tenders)

Open Tender No: Tender No. PN/PCIT-3/unskilled/semiskilled Pers/2018-19 Dated- 20/06/2018	
Period of Contract	From 01/08/2018 to 31/07/2019 which is likely to be extended for further one year i.e 31/07/2020.
Earnest Money Deposit	Rs. 1,00,000/-
Last Date & Time for receipt of Bid	Date: 02/07/2018, Time: 13.00 Hrs
Time and Date of Opening of Technical Bid	Date: 02/07/2018, Time: 15.00 Hrs
Place of Opening of Technical Bid	PMT Commercial Complex, Shankar Seth Road, Swargate, PUNE-411037
The tender documents can be obtained from	downloaded from <a href="http://www.incometaxindia.gov.in">www.incometaxindia.gov.in</a> or can also be obtained from the Office of Pr.CIT-3, Pune, 3 <sup>rd</sup> floor, PMT Commercial Complex, Shankar Seth Road, Swargate, PUNE-411037
Tender documents can be dropped in the tender box at	Office of Pr.CIT-3, Pune, 3 <sup>rd</sup> floor, PMT Commercial Complex, Shankar Seth Road, Swargate, PUNE-411037
Tenders addressed to:	The Pr. Commissioner of Income-Tax-3, Pune

## SECTION – II

### INVITATION TO BID

**Open Tender No:** Tender No. PN/PCIT-3/Un/Semi-skilled Pers./2018-19

**Dated-** 20/06/2018

1. Income tax department, Pune invites sealed bids from the eligible agencies for providing **8 (Eight) unskilled and 13 (Thirteen) semi-skilled** personnel, on contract, on daily wage basis, at the premises of the department in Pune Office of Pr.CIT-3, Pune, 3<sup>rd</sup> floor, PMT Commercial Complex, Shankar Seth Road, Swargate, PUNE-411037 and Income-tax Office, Manjunath Manor, Satara.
2. The scope of work for Semi- Skilled personnel is that the Semi- Skilled personnel must have knowledge of MS-office with good typing speed on computer of at least 30 wpm and should be able to read and write in English and Hindi. The scope of work for un-skilled personnel includes housekeeping services i.e. cleaning, dusting, sweeping, shifting of furniture and other office equipment, records from one place to another as per the requirement of the administration, attending the bell of respective officers and other work assigned by the officer in- charge.
3. The Earnest Money Deposit/Bid Security (Refundable, if the bid is not successful) of Rs. 1,00,000/- (Rupees one Lakh only) in the form of Demand Draft/Banker's Cheque in favour of **Zonal Accounts Officer, CBDT**, payable at Pune, has to be remitted along with bid forms.
4. Initially, the contract is for a period of one year (from 01/08/2018 to 31/07/2019) which is likely to be extended further up to one year at the administrative convenience of Pr. Commissioner of Income Tax-3, Pune [hereinafter referred to as PCIT-3, Pune] subject to satisfactory performance.
5. The bid document can be downloaded from [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or from **the office of Pr. CIT 3, Pune** 3rd floor, B- Wing, PMT Commercial Complex, Shankar Seth Road, Swargate, PUNE-411037 during the regular working hours.
6. The Income tax department also reserves the right to accept or reject any bid, and to annul the bidding process at any time, without thereby incurring any liability to the affected Bidder or Bidders.

7. Offer should be submitted in (2) bid pattern, i.e. **(i) Technical Bid**, as per Section VI and **(ii) Financial Bid**, as per Section VII, and both the bids are to be placed in two separate sealed envelopes ( clearly super scribing “ Technical bid” and “ Financial Bid”) which turn should be placed in one single sealed cover, duly super scribed “ **Tenders for Providing Semi- skilled and Unskilled personnel for the office of the PR. CIT-3, Pune** ,and addressed to “ **The Pr. Commissioner of Income –tax -3, Pune.** , so as to reach the Tender Box kept in O/o ITO (HQ) 3(1), Pune Room No. 315, 3rd floor, B- Wing, PMT Commercial Complex, Shankar Seth Road, Swargate, PUNE-411037, not later than 01.00 P.M. on 23/06/2018. The bids of the vendors whose technical bid and financial bid are not placed in separate sealed envelopes or if they quote the rates in the technical bid, then such tender shall be rejected forthwith. **The Financial Bid of only those vendors shall be opened whose technical bid (inclusive of profile of applicant vendor) are found eligible.** The financial bid of the disqualified bidders in assessing Technical bid shall be returned, unopened. The tender without earnest money will be disqualified. The Demand Draft submitted by unsuccessful vendors will be returned within 7 (Seven ) working days of opening the tender, if the successful vendor refuses to provide the services as per the tender conditions, then the earnest money deposit will be forfeited. The earnest money deposit of the successful vendor will be returned after one month from the date of providing the service, as a period of one month is considered as a probation period.

8. The sealed tenders completed in all respect shall be submitted/dropped in the tender box kept at the office of the Pr. Commissioner of Income-Tax-3, Pune, [3<sup>rd</sup> floor, PMT Commercial Complex, Shankar Seth Road, Swargate, PUNE-411037](#) not later than 13.00 hours on [02/07/2018](#) and the technical bids will be opened on [02/07/2018](#) at 15.00 hours in the Conference Room, [PMT Commercial Complex, Shankar Seth Road, Swargate Pune-411037](#).

## SECTION-III

### INSTRUCTIONS TO BIDDERS

1. This Invitation for Bids is open to the agencies fulfilling the eligibility criteria as per below:

#### **Eligibility Criteria:**

a. The Applicant Contractor ( i.e. The Agency) should have been in the business of providing manpower services for a minimum three years.

b. The applicant vendor should have head office at Pune.

c. The Annual Turnover of the Applicant Contractor should not be less than Rs. 50 lakhs per annum during F.Y. 2014-15, 2015-16, and 2016-17, in support of this, applicant vendor should submit their copies of returns of Income filed with the Income - tax Department along with turnover documents for F.Y. 2014-15, 2015-16 and 2016-17.

d. The Applicant Contractor should be in possession of requisite license from State government or other competent authorities for running an agency to provide manpower services.

e. The rates quoted by the bidder for the basic pay as well as benefits such as PF, ESIC, etc. should be as per the prevalent Minimum Wages Act, 1948 and if in case, the vendor quotes less rates than that of minimum Wages Act, the bid of that vendor will be summarily rejected.

f. The antecedents of the personnel should have been got verified from the local Police Station, at the instance of the Contractor and a copy of such verification reports should be submitted within 15 days from date of contract.

g. The Applicant contractor should have complied with all the legal provisions pertaining to his/its line of business.

h. The Applicant contractor should have a reputed client list.

l Applicant Contractor should be in a position to supply the requisite number of Unskilled / Semi-skilled personnel within 3 days of execution of agreement.

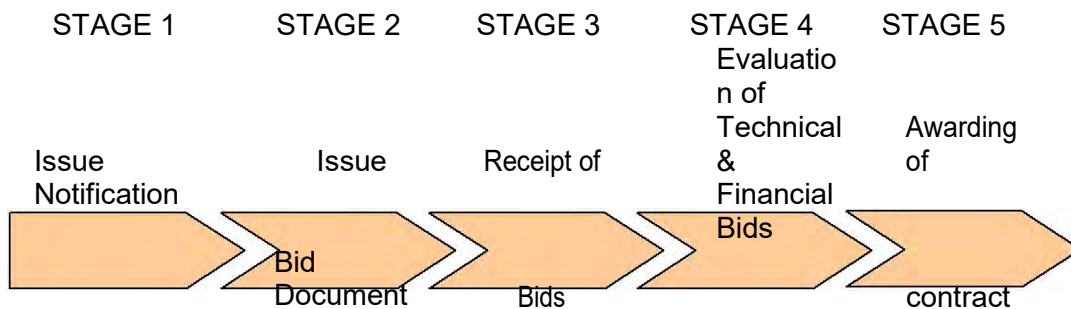
j. The Applicant contractor should be able to provide additional Unskilled / Semi-skilled personnel as required by the department during currency of the contract.

k The Applicant contractor should be able to provide **2 set of uniforms** to Unskilled / Semi-skilled personnel as decided by the department.

2. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.

### **2.1 Process**

Selection of a successful vendor / Service Provider will involve a five (5) stage approach before issuance of Work Order/letter of appointment. The approach follows the Indian Government's Central Vigilance Commission (CVC) guidelines.



3. The bidder is required to fill up the Profile of his/her 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.**

### **5. The Technical Bid (Section-V) submitted by the bidder shall include the following:**

(a) Full particulars of Govt. or other organizations, where the agency has carried

- out contract of providing Unskilled / Semi-skilled personnel for a period of two years. (Self-attested copies of the relevant work orders are to be enclosed).
- (b) Profile of his/ her organisation & other details as per annexure A.
  - (c) Copy of the statement of accounts viz. balance sheet, Profit and Loss Account, audited if applicable, and Income tax return particulars of the bidder for the 3 financial years i.e. 2014-15, 2015-16, and 2016-17 are to be submitted.
  - (d) A copy of PAN card/GST Registration number.
  - (e) Copy of Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Agency under this contract. In case the agency is exempted from obtaining such Registration, the agency is required to produce an affidavit signed by the authorized signatory of the agency that their firm is exempted & is not required to obtain any such Registration or approval or order from the Labour Commissioner.
  - (f) Information regarding any litigation, current or during the last three years in which the bidder was/is involved, the opposite party(s) and the disputed amount.
  - (g) Details regarding any work order 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).
  - (h) Earnest Money Deposit (EMD) of Rs. 1,00,000/- by means of demand draft Pay/Banker's Cheque drawn in favour of Zonal Accounts Officer, CBDT, payable at Pune.
  - (i) The Bid document filed by the bidder shall be typed or written in indelible ink. No over writing or cutting shall be permitted.
  - (j) 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 was not supported by adequate proof of the signatory's authority.
  - (k) Department reserves the right to negotiate the price with the finally short listed bidder before awarding the contract. It may be noted that Income Tax department will not entertain any price negotiations with any other bidder.

## **6. 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 super scribed '**Technical Bid**'. The Financial Bid shall be kept in a separate sealed envelope super-scribed '**Financial Bid**'. Both the envelopes shall then be placed in one single, sealed envelope super scribed '**Bid for Providing Unskilled / Semi-skilled personnel at Income Tax Department Pune**' and shall be addressed to the Pr. Commissioner of Income-3, Pune. The bidder's name, telephone number and complete mailing address shall be indicated on the cover of the outer envelope.

(b) Both the inner envelopes super-scribed 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) The applicants should submit/drop their bids in separate sealed envelopes, which in turn should be placed into a sealed larger envelope (Maximum Width of 10 Inch), in the 'Tender Box' kept in the Office of the Pr. Commissioner of Income tax-3, Pune at '3<sup>rd</sup> floor, PMT Commercial Complex, Shankar Seth Road, Swargate, Pune-411037 by 13.00 hrs on 02/07/2018 No acknowledgement, in respect of receipt of any bid, shall be issued.

## **7. Deadline for Submission of Bids:**

(a) The applicants should drop their proper bid in a sealed envelope, as described above, in the " Tender Box" kept in Room No. 315, 03<sup>rd</sup> floor PMT Building , , Shankar Sheth Road, Swargate, Pune 411037 by 1.00 P.M. 23/06/2018.

(b) No acknowledgement, in respect of receipt of any bid, shall be issued.

(c) 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.

(d.) The Income-tax department may, at its discretion, extend the deadline for submission of bids which will be binding on all the bidders.

(e). Any bid received by the Income-tax department after the deadline for submission of bids prescribed by the Income-tax department in the bid, document will be rejected and will not be opened.

**8. Modifications and Withdrawal of Bids:**

(a) No modification or substitution of the submitted application shall be allowed.

(b) An applicant may withdraw its Tender after submission, provided that written notice of the withdrawal is received by the Income-tax department before the due date for submission of Applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions.

(d) 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".

**9. Validity:**

Bids shall remain valid for the entire contract period. A bid valid for a shorter period shall be rejected by the Income-tax department as non-responsive.

**10. Opening and Evaluation of Technical Bids:**

(a) The Tender Committee appointed by the Income-tax department will open all Technical Bids in the first instance on the appointed date, time and venue.

(b) During evaluation of the bids, the Income-tax department may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing.

- (c) No bidder shall contact the Income-tax department on any matter relating to his bid from the time of the bid opening to the time the 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) The financial bid of only those vendors shall be opened whose technical bid (inclusive of profile of applicant vendor) are found eligible.

**11. Opening and evaluation of Financial Bids:**

- (a) The results of the bid will be communicated in writing to the qualifying bidder. The unsuccessful bidders will be notified separately.
- (b) The Price Bid shall comprise the price component for all the services indicated in the Section-V of the bid document. The price quoted by the bidders shall include all applicable taxes, wherever applicable. The bidder shall include GST, Service charges and surcharges etc. as applicable on the services that are provided under this contract in the lump sum rates quoted and Income-tax department would not bear any additional liability on this account.
- (c) Income-tax department shall however, deduct such tax at source as per the rules and issue necessary certificates to the Agency. The prices once accepted by the Income-tax department shall remain valid till the contract remains in force.
- (d) Rates shall include statutory obligations as may be applicable.
- (e) The rates are inclusive of all (i.e. Provident Fund, ESI, Bonus, Gratuity, Paid Leave, pay for National Holidays, Uniform Allowance, Operational Cost, Service Charges and all other levies that are applicable from time to time shall be met within the total invoice value.
- (f) Prices shall be quoted in Indian rupees only.
- (g) Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, his bid will be rejected.

## **12. Payment terms.**

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

(a) Monthly bills submitted in duplicate by the agency for the services rendered in the preceding month, shall be paid after submission of bills in duplicate duly complete in all respects. The payment for the work will be released only after production of attendance records certified by the respective Controlling Authorities and production of copies of Acquaintance rolls/pay sheets for proof of payment of wages to the personnel. The monthly bills should also be accompanied by the proof of payment of PF/ESI & Service tax challans. **Inadequate supply of personnel will attract deduction at pro-rata basis from the work bill towards compensation.** The decision of the Pr. Commissioner of Income-Tax-3, Pune shall be final and binding in this regard.

(b) If the performance of the personnel provided by the agency is not found satisfactory, the Pr. Commissioner of Income-Tax-3, Pune shall have power to terminate the contract with one month's notice. Upon such termination, the amount of performance guaranty of the Agency shall be liable to be forfeited and shall be absolutely at the disposal of the department.

(c) If at any time during the period of contract, the SCOPE OF WORK for which this job has been awarded is reduced /abandoned, the payment value of this job order shall be reduced on pro-rata basis by the Income-tax department and the decision of Pr. Commissioner of Income-Tax-3, Pune, shall be binding on the Agency.

**13.** The Income-tax department, without assigning any reasons, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or bidders of the grounds for the action Income-tax department.

**14.** The Bidder shall sign his bid with the exact name of the concern to which the contract is to be awarded.

**15.** The Bid document filed by the bidder shall be typed or written in indelible ink. No over writing or cuttings shall be permitted.

**16.** The Income-tax department reserves the right to reject the bid having deviations from the prescribed terms and conditions.

**17.** The vendor shall not subcontract or permit anyone other than himself to perform any of the work, service or other performance required of the vendor under the contract.

**18.** Prior to the submission of Bid, the Bidder/authorized representative shall personally inspect the Income-tax department offices and facilities specified in the Bid at his own cost and under prior intimation to the Income-tax Officer (HQ)-3(1), Pune. 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.** 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 was not supported by adequate proof of the signatory's authority).

**21.** Department reserves the right to negotiate the price with the **finally** short listed bidder before awarding the contract. It may be noted that I.T .department will not entertain any price negotiations with any other bidder.

**22.** Immediately on the next working day of opening of bid the selected bidder should produce for interview all the semi- skilled and unskilled persons who are likely to be inducted by this office.

Read and accepted.

Signature and stamp of  
Bidder or Authorized Signatory

## SECTION-IV

### TERMS & CONDITIONS OF CONTRACT

1. 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.
2. A sum of Rs. 1,00,000/- (Rupees One Lakh only) must be deposited as Earnest Money Deposit (EMD) by means of Bank Draft drawn in favour of **Zonal Accounts Officer, CBDT**, payable at Pune, and must accompany the technical bid in the sealed envelope without which the Bid will be rejected. The said amount shall be forfeited, if the successful bidder fails within the time fixed by the Income-tax department to sign the contract on terms contained in the bid document.
3. The successful bidder will submit a Performance Guarantee, within 15 days after the receipt of Letter of Intent @ 5 % of the tendered value of contract. The Performance Guarantee will be refunded to the Agency on completion of contract period without interest after deducting liabilities if any. For other Bidders, the Earnest money instrument will be returned within 15 days of the completion of the financial evaluation of the tenders.
4. No bid will be considered unless and until all the pages documents comprising the Bid are properly signed and stamped by the persons authorized to do so.
5. In the event of bid being accepted, the bid will be converted into a contract, which will be governed by the terms and conditions given in the bid document. The instructions to bidders shall also form part of the contract.
6. The terms and conditions of contract given in this Section, along with the Instructions to Bidders in Section III shall be signed and returned in the envelope marked as '**Technical Bid**', otherwise the tender will be rejected.
7. The Income-tax department does not bind itself to accept the lowest bid.

**8.** Any change in the constitution of the concern of the Agency shall be notified forthwith by the Agency in writing to the Income-tax department and such change shall not relieve any former member of the concern from any liability under the contract.

**9.** The Agency shall acknowledge that it has made itself fully acquainted 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 Agency 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 the contract or to evading any of its obligations under the contract.

**10.** In the event of the Agency failing to fulfill or committing any breach of any of the terms and conditions of this contract or indulge in following omission or commission 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, forfeit the amount of performance guarantee and to blacklist the Agency and execute the work or arrange otherwise at the Agency's risk and at the absolute discretion of the Income-tax Department. The cost of such works together with all incidental charges or expenses shall be recoverable from the Agency:-

**a)** If the Agency or its agents or employees are found guilty of fraud in respect of the contract or any other contract entered into by the Agency or any of his partners or representatives thereof with the Income-tax department ; or

**b)** If the Agency or any of its partner 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 Agency has misled it by giving false/incorrect information.

**11.** The Agency will be responsible for the conduct of all workers 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 Agency or any of the workers agents and others deployed by the Agency 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 Income-tax department campus from any act of omission or commission of any of the workers, agents any others deployed by the Agency in the course of providing any services stated in this contract.

**12.** The Income-tax department shall not be liable for any compensation, claim or damages etc. due to any accident, injury or harm to any person deployed by the Agency or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with their duties at Income-tax department. The Income-tax department shall be indemnified by the Agency for all such claims.

**13.** Without prejudice to the preceding term of contract, the Agency will be liable to reimburse the Income-tax department of any cost or legal liability penalty 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 Agency or any of the workers deployed by the Agency in the course of providing any services stated in this contract.

**14.** It shall be the responsibility of the Vendor to comply with the provisions of various Labour Laws. The Agency shall faithfully discharge all the liabilities under the labour laws. The Agency shall indemnify the Income-tax department against the claims arising out of non-fulfilment of obligations by him under the various labour laws.

**15.** The agency 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 Agency. Any contravention/non-compliance on the part of the Agency 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 Agency to any statutory laws/rules/regulations etc., the Income-tax department reserves the right to recover such fine/penalty etc., from the Agency by way of recovery from the bills raised by the Agency or by any other means.

**16.** The Income-tax department may discontinue the contract at any point of time, by giving a notice at least 30 days before the intended date of discontinuation, and will not be liable to any additional charges or compensation payable to the Agency or any other person.

**17.** The Agency may discontinue the contract at any point of time, by giving a notice at least 60 days before the intended date for discontinuation. But it will lead to forfeiture of its Security deposit (EMD) submitted by it, 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 Agency or by any other means, in addition to forfeiting the amount of performance guarantee of the Agency.

**18.** Employment Cards must be issued to the employees and their wages must be paid to them on acquaintance roll by 10th day of every month. Before submission of bills by the Agency to Income-tax department for payment against the jobs carried out by him a certificate will have to be submitted by the Agency of having paid in full to the workers employed by him.

**19.** The agency shall comply with all statutory liabilities and obligations of State and central government.

**20.** The workers employed by the Agency will not be treated as the employees of the Income-tax department for any purpose whatsoever.

**21.** The Income-tax department shall have right to periodical inspection with a view to ensuring strict adherence to deployment of all Unskilled / Semi-skilled personnel at the designated properties and spots.

**22.** The Agency shall be required to enter into an agreement on a non – judicial stamp Paper of not less than Rs.500/- on receiving the intimation/letter of intent and to start the work within 3 days of the signing of Deed/Agreement.

**23. Requests for Information:-**

Bidders are required to direct all communications related to this document through the designated Contact person ITO(HQ-3(1), O/o Pr. CIT-3 '3<sup>rd</sup> floor, PMT Commercial Complex, Shankar Seth Road, Swargate, Pune-411037. 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 Respondents later than five business days prior to the due date of opening of the bids. 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 department reserves the right to communicate such response to all Respondents.

**24. Tenure of the contract:**

Initially, this agreement shall remain in force for the period of 12 months w.e.f. 01.08.2018 to 31.07.2019, with the provision of extending it for another year at administrative convenience on satisfactory performance of contract by the agency/vendor.

**25. Arbitration:**

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.

Read and accepted.

Date Signature and stamp of the Bidder  
or Authorized signatory, Place

## **SECTION- V**

### **SCOPE OF WORK AND OTHER CONDITIONS**

1. Notwithstanding anything contained herein, the PCIT-3, Pune, reserves the right to terminate the contract without giving any notice or reason whatsoever.
2. The amount quoted should be applicable for entire year, no request for enhancement will be entertained.
3. The contractor will provide manpower on daily wages. The strength of the manpower can be increased or decreased with mutual consultation and consent at the rate applicable in the office of PCIT-3, Pune depending on the seasonal work load.
4. The scope of work for the Unskilled / Semi-skilled personnel shall include housekeeping services i.e. cleaning, dusting, sweeping, shifting of furniture and other office equipments, records from one place to another as per the requirement of the administration, maintenance of library, guest house, attending the bell of respective officers and other work assigned by the officer in-charge.
5. The contractor shall arrange necessary insurance cover for the persons deployed by him even for short duration. The PCIT-3, Pune shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on this office i.e. PCIT-3, Pune, the same shall be reimbursed/indemnified by the Contractor.
6. No other person except Contractor's authorized representative shall be allowed to enter the Income Tax Offices in the charge of PCIT-3, Pune.
7. Within the premises of the offices of the PCIT-3, Pune the Contractor's personnel shall not do any private work other than their normal duties.
8. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep the PCIT-3, Pune indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
9. The work shall be done on all working days and payment will be made on daily basis. The working hrs will normally be from 9.00 Hrs. to 18.00 Hrs. daily.
10. The personnel deployed should be well experienced, trained adequately and of the sound health. They should be disciplined and well mannered. They should be provided with 2 uniforms. They should be provided with identity Card, which should be displayed prominently. They should have fluency in local language. Photo, full address with telephone No. of all personals should be provided for record.
11. The personnel should be punctual and should complete the work assigned to them promptly and meticulously. The personnel should report to officer in-charge assigned by the office.

**12.** The contractee will not, in any manner be responsible for any act, omission or commission of the manpower engaged by the contractor and no claim in this respect will lie against the contractee.

**13.** The contractor shall indemnify and keep this office indemnified against all act of omission/negligence/dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damage /compensation to any personnel or third party. All damages caused by the personnel to the property of the office shall be recovered from the contractor.

**14.** The Contractors should satisfy themselves before submission of the Rates/Quotations to the PCIT-3, Pune that they meet the qualifying criteria and capability as laid down in the Annexure.

**15.** It is made clear that the engagement of the service provider does not in any way confer any right to the service provider or the persons that may be deployed by him in this office for claiming any regular or part time employment in this office or any other Govt. Office.

**16. Liability of the contractor –**

- a) The contractor shall, on award of the contract, furnish the list containing name and address of the labourers sent to the contractee.
- b) The contractor shall maintain an attendance register of its workers which shall be subject to check by the concerned office of contractee.
- c) The contractor shall be responsible to ensure compliance of provisions of all enactments, laws, rules and instructions in force and application thereto. The contractor shall be liable to ensure compliance of Contract Labour Regulation and Abolition Act 1970, Minimum Wages Act 1948, Workmen Compensation Act 1933 and all other laws / Act as may be applicable.
- d) The contractor shall ensure that its manpower maintain total discipline and pay due respect and regard to the employees of the contractee.
- e) Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- f) The cost of damage/ loss caused to the department shall be recovered from the security deposit and other payments due to contractor.
- g) Contractor shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. The office of the PCIT-3, Pune shall have no liability whatsoever in this regard and the Contractor shall indemnify the PCIT-3, Pune against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.

- h) The contractor should be registered under ESIC and PF Acts and other relevant statutory enactments dealing with employment of labour. All existing statutory regulations of both the State as well as Central Government shall be adhered to by the contractor and all record maintained thereof shall be available for scrutiny by this office. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
17. Income tax as applicable will be deducted at source from each bill for which necessary PAN No. is required to be provided.
18. The work shall be executed as per the directions and to the satisfaction of the officer in charge.
19. No person below the age of 18 years shall be deployed by the Agency.
20. The Agency shall have insurance coverage for their workers and follow all safety measures during the work execution. Any liability occurring during work such as accident, injury, loss of life, damage to the property, the same shall be compensated and made good by the Agency only and Income tax department will not be responsible in any manner.
21. The contract will be terminated by the competent authority if the performance of the Agency is found un-satisfactory at any point of time.
22. During the contract period, the Agency shall make salary & other payments and provide other things in time without waiting for the bill payments passed and paid by Income tax department.
23. The expenses on 2 set of uniforms, other accessories, rain-wear etc. shall be borne by the contractor alone. Pattern of uniform will be decided by the Pr.CIT-3, Pune.
24. **In case of any 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 above, the penalty may also be levied for late reporting / non-reporting of the personnel.
25. During the term of contract number of unskilled & semi skilled workers may be increased or decreased on the re-assessment of requirement by the Pr.CIT-3, Pune
26. The contractor shall submit the bills of the month in which the services have been rendered by 10<sup>th</sup> day of succeeding month so as to enable this office to process the same and pay the contractor.

- 27.** The personnel shall report to the Caretaker / Officer-in-Charge assigned by the PCIT-3, Pune. An Attendance Register should be maintained and should be signed twice in a day. The Register should be shown to the Caretaker / Officer-in-Charge as and when required. No request for late attendance / early departure / change of duty shall be entertained by the PCIT-3, Pune.
- 28.** The Contractor shall, at all times, indemnify this Office against any claim which could arise under the Workmen's Compensation Act, 1953 and / or under any statutory notification thereof or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained to lay off the workmen engaged by the contractor or other persons whose entry into the office of the PCIT-3, Pune premises has been authorized by the contractor. The contractor shall insure all the personnel engaged for this job.
- 29.** In the event of any exigencies, the PCIT-3, Pune shall have discretion to call upon the Contractor to provide such additional personnel as may be necessary in its opinion for the purpose of effectively carrying out the services contemplated in this Agreement.
- 30.** The Contractor shall arrange for the maintenance of all such registers and forms as are statutorily required and / or considered necessary for the efficient performance of the contract.
- 31.** All damages caused by the Contractor to comply with any statutory requirements and / or the terms of the agreement during the period of contract shall result in deductions from the bill at the rate fixed by this Office for each lapse and / or termination of the contract and subsequent disqualification from participation in any future tender of the Department.
- 32.** The Contractor shall ensure that his workers do not participate in any trade union activities, agitation in the premises of the PCIT-3, Pune. Any such activity shall be treated as serious breach of discipline and deficiency in service, which may lead to termination of contract.
- 33.** The workers of the Contractor shall not have no claim whatsoever over the facilities / amenities that are extended to the officers and staff of this office.

**SECTION-VI**  
**TECHNICAL BID**

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

To

The Pr. Commissioner of Income-Tax-3,  
3<sup>rd</sup> floor, PMT Commercial Complex,  
Shankar Seth Road,  
Swargate, Pune-411037.

Ref: Tender No. \_\_\_\_\_ Dated \_\_\_\_\_

Sir,

I/We hereby undertake to provide the Unskilled / Semi-skilled personnel at various premises of Income tax department, Pune, as specified in the Bid/tender document and agree to hold this offer for entire contract period. 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 **three** years in providing manpower services and related works. Certified copies of at least one work-order pertaining to each of the last three 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) Copy of valid Empanelment Certificate/ Valid License from appropriate authority for undertaking manpower services contract
- (b) List of reputed Clients along with documentary evidence  
(Self-attested copies of the relevant work orders are to be enclosed).
- (c) Copy of the audited balance sheet, Profit and Loss Account of the bidder for the F.Y. 2014-15, 2015-16, and 2016-17 audited/unaudited balance sheet and profit & loss account certified by the auditor.
- (d) A copy of PAN card & GST Registration.
- (e) Copy of Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Agency under this contract. In case the agency is exempted from obtaining such Registration or

approval or order from the Labour Commissioner, the agency is required to produce an affidavit signed by the authorized signatory of the agency that their firm is exempted & is not required to obtain any such Registration or approval or order from the Labour Commissioner).

(f) Note on compliances of liabilities & obligations of State and Central Government.

(g) Information regarding any litigation, current or during the last three years in which the bidder was involved, the opposite party(s) and the disputed amount.

(h) Details regarding any work order 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).

(i) Earnest Money Deposit (EMD) of Rs. 1,00,000/- by means of demand draft Pay/Banker's Cheque drawn in favour of **Zonal Accounts Officer, CBDT**, payable at Pune

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.

Yours faithfully, Signature and  
stamp of the Bidder or Authorized  
signatory

Dated this \_\_\_\_\_ day of \_\_\_\_\_ of 2018

Telephone: \_\_ \_\_\_\_\_

FAX \_\_\_\_\_

Address \_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_  
Company Seal.

Signature of the bidder.

## SECTION-VII

### FINANCIAL BID

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the Financial Bid for providing 21 approx. Unskilled / Semi-skilled personnel at the premises of Income-tax department, Pune and Satara in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

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

1. Name, address and telephone No. of the Bidder/Applicant Contractor

#### PROFORMA FOR QUOTING RATES

Sr. No.	Description of payment	Unskilled	Semi-skilled
		Rate per Month per person	Rate per Month per person
1	Wages per person as per the Notification issued by Central Government under the Minimum Wages Act.		
2	Bonus as per the rule @		
3	ESIC as per the rules @		
4	EPF as per the rules @		
5	Service Tax as applicable		
6	<b>Total</b>		
7	Administrative/ Service charges		
8	Any other charges (Please specify their nature)		
9	<b>Grand total (per month)</b>		
10	Grand total (Per Year)		
11	Number of workers	8	13
12	Total YLY charges as on date [(11)X (10)]		

Signature with Date: \_\_\_\_\_

Name of the Firm/Agency: \_\_\_\_\_

Seal: \_\_\_\_\_

**Name and Signature of the  
Authorised Signatory**

## SECTION-VIII

### EVALUATION OF BIDS

#### **The criteria of selection as well as rejection.**

1. The bidder should fulfill eligible criteria mentioned in Section-III of this document to be able to qualify for consideration at the stage of technical evaluation: i.e. Only those Bid(s) shall be treated as responsive bid(s) which fulfills all the criterion/parameters
2. Incomplete tenders would be rejected.
3. Tendering process shall be finalized only when there are at least three responsive bids.
4. In a normal situation, the contract shall be awarded to the lowest responsive bidder. However, mere Lowest rates is not the sole criteria of selection.
5. Without affecting the sanctity of the above criterion, Income-tax department, Pune reserves rights to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and if the situation so warrants in the interest of the department.
6. Income-tax department, Pune reserves the right to accept or reject any or all bids without assigning any reasons
7. Income-tax department, Pune also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.

#### **The parameters and process for Evaluation.**

1. The technical bids will be evaluated by the screening committee on the basis of following parameters.
  - i) Past performance
  - ii) Credentials
  - iii) Financial capacity with respect to gross receipt
  - iv) Evaluation of competency done by Tender Committee
  - v) Fulfilment of provisions of legal obligations.
2. Evaluation of these parameters shall be based on documents and information submitted by the bidders without recourse to extrinsic evidence.
3. Financial bids of those who qualify after the evaluation of technical bids by screening committee would be opened later, the date of which will be intimated to the qualified bidders separately.

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**Annexure –A**

**PROFILE OF ORGANIZATION**

Sr. no.	Particulars	Details
1	Name of the Firm/Agency	
	Address with email, Phone, Fax, Mobile Nos :	
2	Name and address of the Proprietor/ Partners/Directors and their PAN	
3	Details of Registration Labour Commissioner having jurisdiction over the territory or exemption certificate, if any.	
4	Year of Establishment of the firm experience in the execution of services contracts	
5	PAN/TIN No: (enclose <b>GST</b> copies) <b>Registration</b>	
6	Service Tax No: (if any)	
7	Details of works executed during the last 3 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)	
9	Whether sufficient number of Unskilled / Semi-skilled personnel in each category is available with Applicant the Contractor (Furnish Documentary evidence)	
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. It is requested to visit the site and ascertain the quantum of work before submitting the tender.

Signature & Seal of bidder.