



आयकर आयुक्त (अपिल्स)-1, का कार्यालय, पुणे

OFFICE OF THE
COMMISSIONER OF INCOME TAX (APPEALS)-1, PUNE
आयकर कार्यालय, बी.ओ.भवन, पहला माला, पुणे-सातारा मार्ग, पुणे 411 009

Income tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411 009

टेली-फ़ॅक्स : 020-2422 6704

Tele FAX : 020-2422 6704

TENDER DOCUMENT

**for providing housekeeping personnel
at
B. O. Bhavan of the Income Tax Department, Pune**



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No. PN/CIT(A)-1/Tender/Housekeeping/2018-19/

Date: 01.11.2018

NOTICE INVITING TENDER

The Income Tax Department, Pune intends to invite sealed tenders from firms /agencies, engaged in the business of providing manpower service, to provide 4 (Four) housekeeping personnel, on contract, along with the consumable and material required for carrying out housekeeping work at Income tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411 009. The contract is for a period of 1 (one) year which is likely to be extended at the administrative convenience of Commissioner of Income Tax (Appeals)-1, Pune.

Sealed Tenders, duly super scribed "**Tender for providing housekeeping services at Income tax Office at B.O.Bhavan, Pune**" and addressed to "**The Commissioner of Income-tax (A)-1, Pune**" are invited so as to reach the Tender Box kept in Room No. 105, First Floor, Income tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411 009 not later than 12.00 hours noon of **14th November 2018**. Tenders received after stipulated date/time shall not be entertained. **The tenders will be opened on the same day at 15.00 hours** in the presence of the Bidders or their representatives who may like to be present.

Detailed information/terms and conditions for the purpose either are downloaded from www.incometaxindia.gov.in or eprocure.gov.in. It can also be obtained from the Administrative Officer, Room No. 105, First Floor, Income tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411009 during the regular office hours i.e. 09:30 A.M. to 06:00 P.M. on payment of non-refundable tender fee of **Rs. 1,000/- by Demand Draft drawn in favour of 'The 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 at the time of submission of the duly filled tender application.


(Rajeev Kumar)
Commissioner of Income Tax (A)-1,
Pune



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Income tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411 009

टेली-फॅक्स : 020-2422 6704

Tele FAX : 020-2422 6704

No. PN/CIT(A)-1/Tender/Housekeeping/2018-19/

Date: 01.11.2018

TENDER DOCUMENT FOR HIRING OF
HOUSEKEEPING PERSONNEL FOR THE INCOME TAX DEPARTMENT, AT B.O.BHAVAN,
PUNE-SATARA ROAD, PUNE 411 009

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SECTION – I**DOMESTIC COMPETITIVE BIDDING**

Period of Contract	01.12.2018 to 30.11.2019 for the period of 1 (one) year with the provision of further extension
Earnest Money Deposit	<u>Rs. 10,000/-</u>
Last Date & Time for receipt of Bid	Date: 14 th November 2018, Time: 12.00 Hrs noon
Time and Date of Opening of Technical Bid	Date: 14 th November 2018, Time: 15.00 Hrs
Place of Opening of Technical Bid	Room No. 101, First Floor, B.O.Bhavan, Pune-Satara Road, Pune 411009
The tender documents can be obtained from	downloaded from www.incometaxindia.gov.in or eprocure.gov.in Tender Documents can also be obtained from the Administrative Officer, Room No. 105, First Floor, Income tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411009
Tender documents can be dropped in the tender box at	Administrative Officer, Room No. 105, First Floor, Income tax Office, B.O.Bhavan, Pune- Satara Road, Pune 411009
Tenders addressed to:	The Commissioner of Income-tax (A)-1, Pune

SECTION – II
INVITATION TO BID

Open Tender No. PN/CIT(A)-1/Tender/Housekeeping/2018-19/ Date: 30.11.2018

1. Income-tax Department, Pune invites sealed bids from the local (Registered Office / Head office / Branch Office situated at Pune) eligible agencies for providing 4 (Four) housekeeping personnel at Income Tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411009.
2. The detailed description of the scope of work of the contract are given in para 5 of Section V of this document and involve cleaning & wet mopping of floors, dusting of work stations, collecting and disposing of waste in municipal bins, cleaning of toilets & toilet fixtures, window glass (both from inside & outside), external cleaning of Atrium glass, entrance glass canopy, removal of stagnant water from terrace & canopies and external drainage cleaning, cleaning telephones, lifts, walls, stairs, carpets, sofas, chairs, pedestal fans, Venetian blinds, polishing of brass items, removing of cobwebs from ceilings, open terrace/terrace cleaning, etc. at Income Tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411 009.
3. The Earnest Money Deposit/Bid Security (Refundable, if the bid is not successful) of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft in favour of 'The Zonal Accounts Officer, CBDT, Pune' payable at Pune has to be remitted along with bid forms.
4. The contract is for a period of 1 (one) year which is likely to be extended further at the administrative convenience of the Commissioner of Income tax (Appeals)-1, Pune.
5. The bid document can be downloaded from www.incometaxindia.gov.in or eprocure.gov.in. It can also be obtained from the Administrative Officer, Room No. 105, First Floor, Income tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411009.
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. The sealed tenders completed in all respect shall be submitted/dropped in the tender box kept at the office of the Administrative Officer, Room No. 105, First Floor, Income tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411009 not later than 12.00 hours noon on 14.11.2018 and the technical bids will be opened at 15.00 hrs on the same day in Room No.101, First Floor, Income tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411009.

SECTION-III

INSTRUCTIONS TO BIDDERS

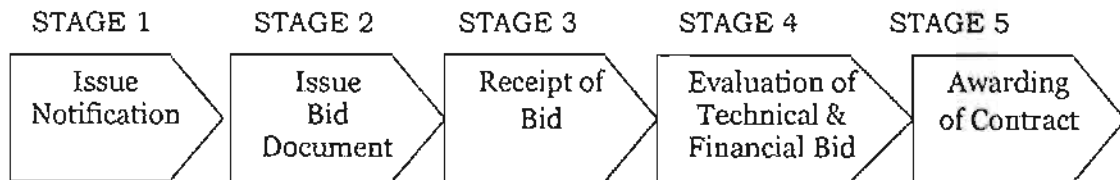
1. This Invitation for Bids is open to the agencies fulfilling the eligibility criteria as per below:

Eligibility Criteria:

- a. The Applicant Contractor (i.e. The Agency) should have been in the business of providing manpower services for minimum last three years, i.e. since A.Y. 2015-16.
 - b. The Annual Turnover of the Applicant Contractor should not be less than Rs. 20 lakhs during A.Y. 2015-16, 2016-17 and 2017-18.
 - c. 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 for housekeeping.
 - d. The rates quoted by the bidder for the basic pay as well as benefits such as Bonus, PF, ESIC, etc. should be as per the prevalent Minimum Wages Act, 1948.
 - e. 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 the date of contract.
 - f. The Applicant contractor should have complied with all the legal provisions pertaining to his/its line of business.
 - g. The Applicant contractor should have a reputed client list.
 - h. The Applicant Contractor should be in a position to supply the requisite number of housekeeping personnel from the date as specified in the work order.
 - i. The Applicant contractor should be able to provide additional housekeeping personnel as required by the Department during currency of the contract.
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 5 (five) 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 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-VI) submitted by the bidder shall include the following:**

- (a) Full particulars of Govt. or other organizations, where the agency has carried out housekeeping personnel contract for a period of two years. (Self-attested copies of the relevant work orders are to be enclosed).
- (b) Copy of the audited balance sheet, Profit and Loss Account and Income tax return particulars of the bidder for the previous 3 Assessment Years (2014-15, 2015-16 and 2017-18) are to be submitted.
- (c) A copy of PAN card.
- (d) 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.
- (e) 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.
- (f) 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).
- (g) Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten thousand only) by means of demand draft Pay drawn in favour of 'The Zonal Accounts Officer, CBDT, Pune' payable at Pune

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 4 (Four) Housekeeping personnel at Income Tax Office, B.O.Bhavan, Pune**" and shall be addressed to the Commissioner of Income, Pune (Appeals)-1, 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 O/o the Administrative Officer, Room No. 105, First Floor, Income tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411009 by 12.00 hrs. noon on 14.11.2018. No acknowledgement, in respect of receipt of any bid, shall be issued.

7. **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, 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.
- (c) 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 90 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.

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 his discretion, ask the Bidder for clarification of his 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 of 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.

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 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 charges/taxes (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 & GST challans. **Inadequate supply of personnel will attract deduction at pro-rata basis from the work bill towards compensation.** The decision of the Commissioner of Income tax (Appeals)-1, Pune shall be final and binding in this regard.
- (b) If the performance of the Housekeeping personnel provided by the agency is not found satisfactory the Commissioner of Income-tax (Appeals)-1, Pune shall have power to terminate the contract with one month's notice. Upon such termination, the security deposit 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 the Commissioner of Income tax (Appeals)-1, 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 sub-contract 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 Office and facilities specified in the Bid at his own cost and under prior intimation to the Commissioner of Income tax (Appeals)-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. The 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.

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. 10,000/- (Rupees Ten Thousand Only) must be deposited as Earnest Money Deposit (EMD) by means of Bank Draft drawn in favour of "**The Zonal Accounts Officer, CBDT, Pune**" 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 fulfil 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 Security Deposit 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 agency 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 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 Security Deposit 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. Further, a copy of the pay slip of each employee should be endorsed along with the certificate submitted by the agency to the Income tax Department. The pay of each employee must be disbursed through banking channel only.
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 housekeeping 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 as per the work order.

23. Requests for Information

Bidders are required to direct all communications related to this document through the designated contact person Administrative Officer (Appeals)-1, O/o the Commissioner of Income tax, Room No. 105, B.O.Bhavan, Pune-Satara Road, Pune 411 009.

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 any bidder 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 the 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 1 (one) year or as specified in the work order, with the provision of extending it at the administrative convenience of the Commissioner of Income tax (Appeals)-1, Pune.

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 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.
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.
4. The Income Tax Department will provide proper space to the staff deployed by contractor but no damage should be caused to the building and property by the staff
5. The contractor shall undertake work as per the schedule of work mentioned below:

(A) OFFICE SPACES :

- i. All the office floor area shall be cleaned and mopped once daily and scrubbed. They shall do extra mopping at entrance of the Building on rainy days to avoid slippage.
- ii. The lobby at the main building shall be spic-and-span and mopping off dirt shall be done as and when stain or foot marks appear. All items installed at the lobby viz. tables, chairs, glass doors, plants shall be wiped off dirt at regular intervals on all working days.
- iii. The electrical fittings like tube lights, fans, etc. shall be cleaned once in a week.
- iv. The Conference Hall shall be cleaned before and after every meeting.
- v. Artificial plants, door mats and carpets shall be cleaned on a weekly basis. Wooden flooring & Carpet shall also be polished on weekly basis.
- vi. The contractor is also liable for cleaning and maintenance of any additional office area / toilets / common area added up during the contract period.
- vii. A time chart of the cleaning work undertaken shall be kept with the initials of the housekeeper personnel as a mark of having completed of the cleaning operation.

(B) TOILETS :

- i All the toilets shall be cleaned and made fit for use by 9.00 a.m. on working days. Care shall be taken that the cleaning operation does not obstruct the use of toilets for a very long time. The common toilets in the office, urinals, commodes, wash basins, mirrors tap fittings etc. shall be cleaned thrice daily. The participants of this tender are requested to carry a spot visit to verify the numbers before submitting the bids

- ii. Toilet fresheners, naphthalene balls and urinal cubes shall be applied in all toilets by the contractor at their own cost.
- iii. The electrical fittings like tube lights, fans, exhaust fans etc. shall be cleaned once in a week.
- iv. The pipeline shafts in all the buildings shall be cleaned once in a month.
- v. A time chart of the cleaning work undertaken shall be kept at the rear side of the toilet door with the initials of the housekeeper as a mark of having completed of the cleaning operation as per the guidelines.

(C) COMMON AREA :

- i. The corridor area, staircases & its railings and the lifts shall be cleaned and mopped daily by 9.00 am. The corridors and staircases shall be cleaned using a scrubber machine once in a week.
 - ii. The electrical fittings like tube lights, fans, exhaust fans etc. in the corridor, shall be cleaned once in a week.
 - iii. The doors, windows, glass, partitions, walls, skirting, artificial plants, door mats, carpets, paintings, name boards, fire extinguishers etc. in the corridors and staircases shall also be wiped clean once in a week.
 - iv. Apart from periodic cleaning, if strains, spills or footmarks or by any act of human or nature, anything is found or reported in these areas, the same shall be cleaned immediately.
 - v. The surroundings of the building shall be cleaned daily. It should be totally free from dead/dropped leaves and litter.
 - vi. Cobwebs, honeycombs etc. of found or reported anywhere shall be removed immediately. Fumigation, fogging and spraying of pest control shall be done once in a month to control mosquito and cockroach infestations. Periodical measures shall be undertaken to prevent rodent menace.
 - vii. All rubbish and waste items that gets accumulated at the Office space/Canteen/toilets/corridors and staircases shall be relocated daily to the dumping points set up by the Municipal Corporation of Pune and there shall be no left over at the end of the day. All waste for disposal shall be segregated into organic and inorganic as per the norms set by the Municipal Corporation of Pune. The cost of disposal of such waste through collection agents or Municipal Corporation of Pune shall also be met by the contractor.
 - viii. A time chart of the cleaning work undertaken shall be kept with the initials of the housekeeper personnel as a mark of having completed of the cleaning operation.
6. The contractor shall arrange necessary insurance cover for the persons deployed by him even for short duration. The Commissioner of Income tax (Appeals)-1, 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. Commissioner of Income tax (Appeals)-1, Pune, the same shall be reimbursed/indemnified by the Contractor.

7. No other person except Contractor's authorized representative shall be allowed to enter in the premises of the Income tax Office.
8. Within the premises of the Income Tax Office the Contractor's personnel shall not do any private work other than their normal duties.
9. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep the Commissioner of Income-tax (Appeals)-1, Pune indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
10. The work shall be done on all working days and payment will be made on daily basis. The working hrs will normally be from 08.50 Hrs. to 17.50 hrs. daily.
11. 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 housekeeping personnel should be provided for records.
12. 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.
13. The contractee (Income tax Department) 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.
14. 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.
15. All consumables and material used by the housekeeping personnel for carrying out their duties as mentioned in clause 5 of this section shall be provided by the contractor.
16. The Contractors should satisfy themselves before submission of the Rates/Quotations to the Commissioner of Income tax (Appeals)-1, Pune that they meet the qualifying criteria and capability as laid down in the Annexure.
17. 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.
18. **Liability of the contractor:**
 - a) The contractor shall, on award of the contract, furnish the list containing name and address of the labourers/persons 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 Commissioner of Income-tax (Appeals)-1, Pune shall have no liability whatsoever in this regard and the Contractor shall indemnify the Commissioner of Income-tax (Appeals)-1, 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.
19. Income tax as applicable will be deducted at source from each bill for which necessary PAN is required to be provided.
20. The work shall be executed as per the directions and to the satisfaction of the officer in charge.
21. No person below the age of 18 years shall be deployed by the Agency.
22. 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.
23. The contract will be terminated by the competent authority if the performance of the Agency is found un-satisfactory at any point of time.
24. During the contract period, the Agency shall make salary & other payments and provide other things in time through digital/electronic mode or through any banking instrument only without waiting for the bill payments passed and paid by Income tax department.

25. The expenses for 2 sets of uniforms, other accessories, rain-wear etc. shall be borne by the contractor alone. Pattern of uniform will be decided by the Income Tax Department.
26. **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.
27. During the term of contract number of housekeeping workers may be increased or decreased on the re-assessment of requirement by the Income Tax Department.
28. During surprise checks by any of the authorized officers of Income-tax department, if a particular worker is found negligent/sleeping/drunk on duty/Indulging into abuse of habit forming substances, the agency will have to replace the said worker with any other proper and fit person without questioning the decision of the officer concerned of the Department.
29. Any short supply of manpower/non-timely cleaning of floors/improper cleaning of building will be viewed seriously. Deduction of Rs.100/- for each default in service and Rs.1000/- per day per head for shortage of manpower shall be made. Further, if there is any inadequate or sub-standard supply of cleaning material a deduction of Rs.500/- will be made for each such default. The decision of the Income Tax Department shall be final in this regard.
30. The schedule of weekly and fortnightly cleaning operations to be undertaken shall be submitted to the designated officer on the last working day of the previous month and the contractor shall strictly adhere to the schedule. All weekly and fortnightly cleaning operations shall be undertaken on Saturday and holidays.
31. The Contractor shall provide all cleaning equipment and ISI marked branded cleaning materials which shall be harmless and eco-friendly and shall in no way damage the floor and other items by way of fading, stain, forming, eroding etc.
32. The contractor shall submit the bills of the month in which the services have been rendered by 10th day of succeeding month so as to enable the Income Tax Department to process the same and pay the contractor.
33. The personnel at various premises shall report to the Caretaker / Officer-in-Charge of that premise of the Income Tax Department. 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 department.
34. The Contractor shall, at all times, indemnify the Income Tax Department 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 in various premises of the Income Tax Department has been authorized by the contractor. The contractor shall insure all the personnel engaged for this job.
35. In the event of any exigencies, the Income Tax Department 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.

36. 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.
37. 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.
38. The Contractor shall ensure that his workers do not participate in any trade union activities, agitation in the premises of the Income Tax Department. Any such activity shall be treated as serious breach of discipline and deficiency in service, which may lead to termination of contract.
39. The workers of the Contractor shall not 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 Commissioner of Income-tax (Appeals)-1,
B.O.Bhavan, Pune-Satara Road,
Pune 411 009

Ref: Tender No. _____ Dated _____

Sir,

I/We hereby undertake to provide the housekeeping personnel at Various premises of the Income Tax Department, Pune, as specified in the Bid/tender document and agree to hold this offer for a period of 90 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 **three** years in providing manpower services and related works. Certified copies of at least one work-order pertaining to each of the last two years are enclosed with this bid.

A detailed profile of the organization has filled 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 balance sheet, Profit and Loss Account of the bidder for the A.Y. 2015-16, 2016-17 and 2017-18.
- (D) A copy of PAN card
- (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 / is 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. 50,000/- by means of demand draft Pay drawn in favour of "**The Zonal Accounts Officer, CBDT, Pune**", payable at Pune

I / 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 4 (Four) housekeeping personnel at Income tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411 009 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:

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

PROFORMA FOR QUOTING RATES

Sr. No.	Details	Rate per day	Rate per person for 26 days	Rate for 4 Personnel for 26 days
1	Basic			
2	Variable Dearness Allowance			
3	Total			
4	Bonus			
5	ESIC			
6	Provident Fund			
	TOTAL			
8	Administrative / Service Charges			
9	Any Other Charges (Pl. Specify its nature)			
10	Grand Total (per month)			
11	Grand Total (per year)			

Signature with Date: _____

Name of the Firm: _____

Seal: _____

Name and Signature of the

Authorised Signatory

Note:

1. The rates should be quoted as per the prevalent rates of Minimum Wages Act, 1948. The benefits such as PF, ESIC etc. should be quoted as applicable under the respective Act.
2. In case of revision of variable dearness allowance or increase in minimum rates of wages by the Regional Labour Commissioner (c), same will be reimbursed to the contractor on production of payment of the same to the workers. Consequent to increase in VDA or minimum wages, the increase in other benefits like PF, ESIC, etc., will be reimbursed to the contractor on production of proof of payment of such other benefits.
3. Tender will be opened on 14.11.2018 at 15.00 hrs in Room No. 101, Income Tax Office, B.O.Bhavan, Pune-Satara Road, Pune 411 009 in front of bidders or their representative.

SECTION-VIII
EVALUATION METHOD

The criteria of selection as well as rejection.

1. The bidder should fulfil eligibly 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 fulfils all the criteria/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 rate is not the sole criteria of selection. Income tax Department, Pune is not bound to accept the lowest rates.
5. Without affecting the sanctity of the above criteria, 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.

Annexure 'A'

PROFILE OF ORGANIZATION

Sr. no.	Particulars	Details
1	Name of the Firm	
	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 security services contracts:	
5	PAN/TIN No: (enclose copies)	
6	GST No: (if any)	
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)	
9	Whether sufficient number of unskilled personnel in each category is available with the Applicant 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.

Annexure 'B'

PROFILE OF ORGANIZATION

Sr. no.	Particulars	Details
1	Name of the Firm	
	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 security services contracts:	
5	PAN/TIN No: (enclose copies)	
6	Service Tax No: (if any)	
7	Goods and Service Tax (GST) Registration No. (Enclose proof of registration)	
8	ESIC Registration No. (Enclose proof of registration)	
9	EPF Registration No. (Enclose proof of registration)	
10	Details of works executed during the last 2 years (add documentary proof of the same) with satisfactory completion certificates of the concerned organizations	
11	List of similar work undertaken/in hand at present (proof documents)	
12	Whether sufficient number of housekeeping personnel in each category is available with the Applicant Contractor (Furnish Documentary evidence)	
13	Details of Demand Draft/Banker's Cheque in respect of Earnest Money	
14	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