



भारत सरकार

Government of India

प्रधान आयकर निदेशक (अन्वे.) का कार्यालय

Office of the Pr. Director of Income-tax (Inv)

आयकर सदन, आठवीं मंजिल, ५४८/२८, बोधी टॉवर, सालिसबरी पार्क, गुलटेकडी, पुणे - ४११०३७

Ayakar Sadan, 8th Floor, 548/2B, Bodhi Tower, Salisbury Park, Gultekdi, Pune-411037

दूरभाष : 020 - 24264819, फ़ैक्स : 020-24269826, ई-मेल : pune.pdit.inv@incometax.gov.in

No. PN/PDIT(Inv)/Tender/Unskilled personnel/2017-18/1303 Date : 05-10-2017

TENDER DOCUMENT

**For Providing Unskilled Personnel on Contractual Basis
for the office of the
Principal Director of Income-Tax (Investigation), Pune**

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No. PN/PDIT(Inv)/Tender/Unskilled personnel/2017-18/३०३

Date : 05-10-2017

NOTICE INVITING TENDER

1. The Pr. Director of Income-tax (Inv), Pune, intends to invite sealed tenders from firms/ agencies, engaged in the business of providing manpower service, to provide upto 11 (Eleven) unskilled personnel, on contract, on daily wage basis, for the office of the Pr. Director of Income-tax (Inv), Pune. Initially, the contract is for a period of one year period **(01-11-2017 to 31-10-2018)**, which is likely to be extended by another year, at the administrative convenience of the Pr. Director of Income Tax (Inv), Pune, subject to satisfactory performance.

2. Offer should be submitted in 2 (two) bid pattern, i.e. **(i) technical bid** and **(ii) financial bid** and both the bids are to be placed in two separate sealed envelopes (clearly superscribing 'Technical bid' and 'Financial bid') which in turn should be placed in **one single sealed cover**, duly superscribed "**Tenders for Providing Unskilled personnel for the office of the Pr. DIT (Inv), Income Tax Department, Pune**" and addressed to "**The Pr. Director of Income-tax (Inv), Pune**" so as to reach the Tender Box kept in Room No. 826, 08th Floor, Aayakar Sadan, Bodhi Tower, 548/2B, Salisbury Park, Gultekdi, Pune - 411037, **not later than 01:00 P.M., on 23-10-2017.**

3. The Tenders will be opened on the **same day i.e. on 23-10-2017 at 04.00 P.M.**, at Room No. 811, 08th Floor, Aayakar Sadan, Bodhi Tower, 548/2B, Salisbury Park, Gultekdi, Pune - 411037 in the presence of the Bidders or their representatives who may likely to be present.

4. Detailed Information/ terms and conditions for the purpose either be downloaded from **www.incometaxindia.gov.in** or Tender Documents can also be obtained from the ITO(Inv)(HQ), Room No. 826, 08th Floor, Aayakar Sadan, Bodhi Tower, 548/2B, Salisbury Park, Gultekdi, Pune - 411037, during the regular office hours i.e. 9:30 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 ZAO, CBDT, Pune** payable at Pune. In case the tender document is downloaded from the websites, 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.


(Rathi Unni)

Income Tax Officer (Inv)(HQ)

For Pr. Director of Income Tax (Inv), Pune

SECTION - I

DOMESTIC COMPETITIVE BIDDING
(Through call of open Tenders)

Tender No. PN/PDIT(Inv)/Tender/Unskilled personnel/2017-18/1303 Date:04-10-2017	
Period of Contract	From 01-11-2017 to 31-10-2018, which is likely to be extended by another year, at the administrative convenience of the Pr. Director of Income Tax (Inv), Pune, subject to satisfactory performance.
Earnest Money Deposit	Rs. 30,000/- by Demand Draft drawn In favour of ZAO, CBDT, Pune payable at Pune.
The tender documents can be obtained from	May be downloaded from departmental website www.incometaxindia.gov.in or can also be obtained from the ITO(Inv)(HQ), Room No. 826, 08 th Floor, Aayakar Sadan, Bodhi Tower, 548/2B, Salisbury Park, Gultekdi, Pune - 411037.
Tender cost	Non refundable Rs. 1,000/- by Demand Draft drawn In favour of ZAO, CBDT, Pune, payable at Pune
Last Date & Time for receipt of Bid	<u>Date : 23-10-2017, Time: 01.00 P.M.</u>
Time and Date of opening of Bids	<u>Date : 23-10-2017, Time: 04.00 P.M.</u>
Tenders addressed to	The Pr. Director of Income Tax (Inv), Pune.
Tender documents can be dropped	In the tender box kept at O/o the ITO(Inv)(Hq), Room No. 826, 08 th Floor, Aayakar Sadan, Bodhi Tower, 548/2B, Salisbury Park, Gultekdi, Pune - 411037.
Place of Opening of Bids	O/o the Jt. DIT(Inv), U-II, Room No. 811, 08 th Floor, Aayakar Sadan, Bodhi Tower, 548/2B, Salisbury Park, Gultekdi, Pune - 411037.

SECTION – II
INVITATION TO BID

1. The Pr. Director of Income Tax(Inv), Pune invites sealed bids from the eligible agencies for providing upto 11 (Eleven) unskilled personnel, on contract, on daily wage basis, at the office of the Pr. Director of Income Tax (Inv), Pune i.e. at Aayakar Sadan, Bodhi Tower, Gultekdi, Pune-411037.
2. The scope of work includes 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, attending the bell of respective officers and other work assigned by the officer in-charge.
3. The Earnest Money Deposit (Refundable, if the bid is not successful) of Rs. 30,000/- (Rupees thirty Thousand only) in the form of Demand Draft in favour of **Zonal Accounts Officer, CBDT, Pune** payable at Pune, has to be remitted along with bid forms.
4. Initially, the contract is for a period of one year (from 01-11-2017 to 31-10-2018), which is likely to be extended by another year, at the administrative convenience of The Pr. Director of Income Tax (Inv), Pune, [hereinafter referred to as PDIT(Inv), Pune], subject to satisfactory performance.
5. The bid document can be downloaded from www.incometaxindia.gov.in. or Tender Documents can also be obtained from the ITO(Inv)(HQ), Q/o the ITO(Inv)(Hq), Room No. 826, 08th Floor, Aayakar Sadan, Bodhi Tower, 548/2B, Sallsbury Park, Gultekdi, Pune – 411037, 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 ZAO, CBDT, Pune** payable at Pune. In case the tender document is downloaded from the websites, 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.
6. The Directorate 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 two (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 in turn should be placed in one single sealed cover, duly super scribed "**Tenders for Providing Unskilled personnel for the**

office of the PDIT (Inv), Pune” and addressed to “The Pr. Director of Income-tax (Inv), Pune”, so as to reach the Tender Box kept in O/o the ITO(Inv)(Hq), Room No. 826, 08th Floor, Aayakar Sadan, Bodhi Tower, 548/2B, Salisbury Park, Gultekdi, Pune - 411037, not later than 01.00 P.M., on 23-10-2017. 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 Tenders will be opened on the **same day (i.e. on 23-10-2017) at 04:00 P.M.,** at Room No. 811, 08th Floor, Aayakar Sadan, Bodhi Tower, 548/2B, Salisbury Park, Gultekdi, Pune - 411037 in the presence of the Bidders or their representatives who may likely to be present. The tenders will be opened by the Tender Evaluating Committee constituted for this purpose. They will scrutinize the technical bids and determine the eligible bids. Thereafter, financial bids of only eligible bidders will be opened.

SECTION-III

INSTRUCTIONS TO BIDDERS

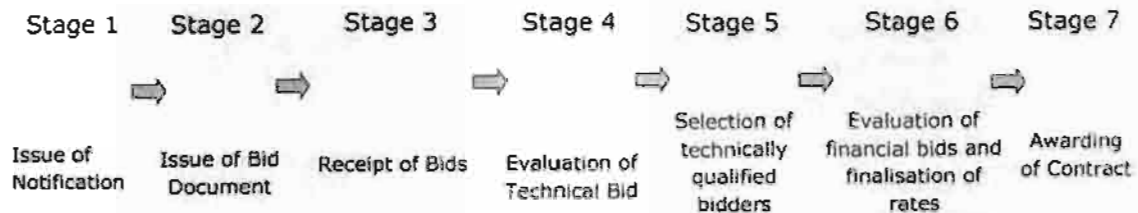
1. This Invitation for Bids is open to the agencies fulfilling the eligibility criteria as per below:

Eligibility Criteria:

- a. The applicant Vendor should have been in the business of providing manpower services for a minimum three years. I.e since F.Y. 2014-15.
 - b. The applicant vendor should have office at Pune.
 - c. The applicant vendor should have Permanent Account Number and Service Tax Registration.
 - d. The applicant vendor's Annual Turnover should not be less than Rs.06 lakh (In the field of providing manpower) at least one of the Financial Year in the FY's 2014-15 to 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 FY's 2014-15 to 2016-17.
 - e. The applicant vendor should be in possession of requisite license from State government or other competent authorities for running a vendor to provide manpower services.
 - f. 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 and if in case, the vendor quotes less rates than that of Minimum Wages Act, the bid of that vendor will be summarily rejected.
 - g. The antecedents of the personnel should have been got verified from the local Police Station, at the instance of the Vendor and a copy of such verification reports should be submitted within 15 days from date of contract.
 - h. The applicant vendor should have complied with all the legal provisions pertaining to his/its line of business.
 - i. The applicant vendor should have a reputed client list.
 - j. The applicant Vendor should be in a position to supply the requisite number of unskilled personnel within 7 days of execution of agreement (i.e. with effect 01-11-2017).
 - k. The applicant vendor should be able to provide additional unskilled personnel as required by the PDIT (Inv), Pune, during the period of the contract.
 - l. The applicant vendor should not be an employee or ex-employee of the Income Tax Department. Similarly bidder should not be a firm in which substantive interest lies with the employee or ex-employee or immediate relative of employee or ex- employee of Income Tax 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 will involve a seven (7) 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 submitted by the bidder shall include the following:

(a) Full particulars of Govt. or other organizations, where the vendor has carried out contract of providing unskilled personnel for a period of two years. (Self-attested copies of the relevant work orders are to be enclosed).

(b) Profile of his Organization and other details in the format given as per **Annexure – A**.

(c) Copies 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 financial years i.e. 2014-15 to 2016-17, are to be submitted.

(d) A copy of PAN Card, Service Tax Registration.

(e) Copy of Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Vendor under this contract. In case the vendor is exempted from obtaining such Registration, the vendor is required to produce an affidavit signed by the authorized signatory of the vendor 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 vendor/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. 30,000/- by means of demand draft Pay drawn in favour of Zonal Accounts Officer, CBDT, Pune payable at Pune.

6. Sealing and Marking of Bids:

(a) The Technical Bid (as per Section VI) along with EMD instrument and requisite documents shall be placed in one sealed envelope super scribed '**Technical Bid**'. The Financial Bid (as per Section VII) 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 "**Tenders for Providing Unskilled personnel for the office of the PDIT (Inv), Pune**" and addressed to "**The Pr. Director of Income-tax (Inv), 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 superscribed Technical Bid and Financial Bid shall have the name and address of the bidder so that if required, they may be returned to the bidder without opening them.

(c) If the outer and inner envelopes are not sealed and marked as required, the Income-tax department shall assume no responsibility for the bid's misplacement or premature opening.

(d) If for any reason, it is found that the Technical Bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is enclosed in the envelope superscribed, "**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.

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. 826, 08th Floor, Aayakar Sadan, Bodhi Tower, 548/2B, Salisbury Park, Gultekdi, Pune – 411037 by 01.00 P.M of 23-10-2017.**

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.

d. 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.

e. The Income-tax department may, at it's discretion, extend the deadline for submission of bids which will be binding on all the bidders.

f. 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 Evaluating 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 Service tax 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 Vendor. 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) Amounts/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 vendor 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. Director of Income Tax (Inv), Pune shall be final and binding in this regard.

(b) If the performance of the personnel provided by the vendor is not found satisfactory, the Pr. Director of Income Tax (Inv), Pune shall have power to terminate the contract with one month's notice. Upon such termination, the amount of performance guaranty of the Vendor 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 Pr. Director of Income Tax (Inv), Pune shall be binding on the Vendor.

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 (Inv)(HQ), O/o the PDIT(Inv),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 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. 30,000/- (Rupees Thirty Thousand Only) must be deposited as Earnest Money Deposit (EMD) by means of Demand Draft drawn in favour of **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 Vendor 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 Section-III & IV, along with profile of the applicant vendor, as prescribed in the **Annexure –A**, 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 Vendor shall be notified forthwith by the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor and execute the work or arrange otherwise at the Vendor'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 Vendor:-

- a)** If the Vendor or its agents or employees are found guilty of fraud in respect of the contract or any other contract entered into by the Vendor or any of his partners or representatives thereof with the Income-tax department ; or
- b)** If the Vendor 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 Vendor has misled it by giving false/incorrect information.

11. The Vendor 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 Vendor or any of the workers agents and others deployed by the Vendor 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 Vendor 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 Vendor 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 Vendor for all such claims.

13. Without prejudice to the preceding term of contract, the Vendor 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 Vendor or any of the workers deployed by the Vendor 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 Vendor shall faithfully discharge all the liabilities under the labour laws. The Vendor shall indemnify the Income-tax department against the claims arising out of non-fulfillment of obligations by him under the various labour laws.

15. The vendor 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 Vendor. Any contravention/non-compliance on the part of the Vendor 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 vendor/authority due to the non-

compliance/contravention on the part of the Vendor to any statutory laws/rules/regulations etc., the Income-tax department reserves the right to recover such fine/penalty etc., from the Vendor by way of recovery from the bills raised by the Vendor 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 Vendor or any other person.

17. The Vendor 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 Vendor or by any other means, in addition to forfeiting the amount of performance guarantee of the Vendor.

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 Vendor to Income-tax department for payment against the jobs carried out by him a certificate will have to be submitted by the Vendor of having paid in full to the workers employed by him.

19. The vendor shall comply with all statutory liabilities and obligations of State and Central government.

20. The workers employed by the Vendor 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 personnel at the designated properties and spots.

22. The Vendor 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 with effect from 01-11-2017 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 Income Tax Officer (Inv)(HQ) O/o The Pr. Director of Income Tax (Inv), Room No. 826, 08th Floor, Aayakar Sadan, Bodhi Tower, 548/2B, Salisbury Park, Gultekdi, 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 with effect from 01-11-2017 to 31-10-2018, with the provision of extending it by another year, at the administrative convenience the Pr. Director of Income Tax (Inv), Pune, subject to satisfactory performance.

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 CONTRACT AND OTHER CONDITIONS

1. Notwithstanding anything contained herein, the DIT (Inv), 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 vendor 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 PDIT (Inv), Pune depending on the seasonal work load.
4. The scope of work for the unskilled 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, furniture and open space around the office, attending the bell of respective officers and other work assigned by the officer in-charge.
5. The vendor shall arrange necessary insurance cover for the persons deployed by him even for short duration. The PDIT (Inv), 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. the O/o the PDIT (Inv), Pune, the same shall be reimbursed/indemnified by the Vendor.
6. No other person except Vendor's authorized representative shall be allowed to enter the Income Tax Offices in the charge of the PDIT (Inv), Pune.
7. Within the premises of the offices of the PDIT (Inv), Pune, the Vendor's personnel shall not do any private work other than their normal duties.
8. Vendor shall be directly responsible for any/all disputes arising between him and his personnel and keep the PDIT (Inv), 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 hours will normally be from 9:00 Hrs. to 18:30 Hrs. daily. In case of necessary requirement of work, personnel should also be provided on holidays, as per order issued by the authority.
10. A skeleton staff of two persons should be provided beyond 18:30 Hrs on all working days to cater any emergency work that may arise.
11. The personnel deployed should be well experienced, trained adequately and of sound health. They should be disciplined and well mannered. They should be provided with uniform. They should be provided with Identity Card, which should be displayed prominently. They should have fluency in local language and English. Photo, full address with telephone No. of all 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 the officer in-charge assigned by the office.

13. The Income Tax Department will not, in any manner be responsible for any act, omission or commission of the manpower engaged by the vendor and no claim in this respect will lie against the Income Tax Department.
14. The vendor 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 vendor.
15. All consumables and material used by the contactor shall be provided by the office of the PDIT (Inv), Pune.
16. **It is made clear that the engagement of the vendor does not in any way confer any right to the vendor 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.**
17. **Liability of the vendor -**
- a) The vendor shall, on award of the contract, furnish the list containing name and address of the labourers alongwith their photo identity, sent to the contractee, Income Tax department. The vendor shall produce police verification letter/certificate of labourers/ personnel.
 - b) The vendor shall maintain an attendance register of its workers which shall be subject to check by the concerned office of contractee.
 - c) The vendor shall be responsible to ensure compliance of provisions of all enactments, laws, rules and instructions in force and application thereto. The vendor 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 vendor shall ensure that its manpower maintain total discipline and pay due respect and regard to the employees of the contractee.
 - e) Vendor 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 vendor.
 - g) Vendor 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 PDIT (Inv), Pune shall have no liability whatsoever in this regard and the Vendor shall indemnify the PDIT (Inv), Pune, against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.
 - h) The vendor 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 vendor 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. No person below the age of 18 years shall be deployed by the Vendor.
21. The Vendor 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 Vendor only and Income tax department will not be responsible in any manner.
22. The work shall be executed as per the directions and to the satisfaction of the officer in charge. The contract will be terminated by the competent authority if the performance of the Vendor is found un-satisfactory at any point of time.
23. During the contract period, the Vendor shall make salary & other payments and provide other things in time without waiting for the bill payments passed and paid by Income tax department.
24. The vendor should maintain record regarding payments made to personnel and such record should be produced for verification to this office, as and when called for. Failure of which render termination of said contract.
25. The vender shall make all Government taxes deducted from salary/payment to personnel, must be deposited in government account, as per the provisions of relevant law and record of such payment should also be produced for verification to this office, as and when called for. Failure of which render termination of said contract.
26. The expenses on uniforms, other accessories, rain-wear etc. shall be borne by the vendor alone.
27. 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.
28. In case of revision of variable dearness allowance or increase in minimum rates of by the Regional Labour Commissioner (c), same will be reimbursed to the vendor 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 vendor on production of proof of payment of such other benefits.
29. **In case of any personnel remaining absent from duty, a substitute shall be provided by the vendor 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.

SECTION-VI
TECHNICAL BID

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

To

The Pr. Director of Income-tax (Inv),
08th Floor, Aayakar Sadan, 548/2B, Bodhi Tower,
Salisbury Park, Gultekdi, Pune - 411037

Ref: No. PN/PDIT(Inv)/Tender/Unskilled personnel/2017-18/ Date : 05-10-2017

Sir,

I/We hereby undertake to provide the Unskilled personnel at the pune office of The Pr. Director of Income-tax (Inv), Pune i.e. Aayakar Sadan, Bodhi Tower, Gultekdi, Pune-411037, 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 applicant vendor, 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 to 2016-17.
- (d) A copy of PAN card and Service Tax Registration
- (e) Copy of Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Vendor under this contract. (In case the vendor is exempted from obtaining such Registration or approval or order from the Labour Commissioner, the vendor is required to produce an affidavit signed by the authorized signatory of the vendor 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. 30,000/- by means of demand draft Pay 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 2017

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 upto 11 (Eleven) unskilled personnel at office of the Pr. Director of Income Tax(Inv) Pune, in conformity with the said bidding document at the prices and rates mentioned in this 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 Vendor

PROFORMA FOR QUOTING RATES (Amt in Rupees)

Sr. No.	Description of payment	Rate per Month per person	Total Rate for 11 (Eleven) persons
1	Wages per person as per the Notification issued by Central Government under the Minimum Wages Act.		
2	Bonus as per the rules@		
3	ESIC as per the rules @		
4	EPF as per the rules @		
5	Service Tax as applicable		
6	Total		
7	Administrative/ Service charges		
8	Any other charges (Please specify their nature)		
9	Grand total (per month)		
10	Grand total (Per Year)		

Signature with Date: _____

Name of the Firm: _____

Seal: _____

**Name and Signature of
the Authorized
Signatory**

SECTION-VIII

EVALUATION METHOD OF BID

The criteria of selection as well as rejection.

1. The bidder should fulfill 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 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. Income-tax department, Pune, is not bound to accept the lowest rates.
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) Fulfillment 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
(To be submitted alongwith Technical Bid)

SN	Particulars	Details
1.	Name of the Firm	
2.	Permanent Account Number / TIN No: (enclose copies)	
3.	Service Tax Registration No. (if any)	
4.	Full address, with email, Phone, Fax, Mobile Number	
5.	Name and address of the Proprietor / Partners / Directors and their PAN	
6.	Details of Registration with Labour Commissioner having jurisdiction over the territory or exemption certificate, if any.	
7.	Year of Establishment of the firm.	
8.	Period of experience in the execution of manpower supply services contracts	
9.	Details of works executed during the last 3 years (add documentary proof of the same) with satisfactory completion certificates of the concerned organizations	
10.	Whether sufficient number of unskilled personnel in each category is available with the applicant vendor (Furnish documentary evidence)	
11.	Details of Demand Draft in respect of Earnest Money Deposit	
12.	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.