



GOVERNMENT OF INDIA

INCOME TAX DEPARTMENT

OFFICE OF THE COMMISSIONER OF INCOME TAX-(A)-2 THANE
6TH FLOOR, ASHAR IT PARK, ROAD NO. 16Z, WAGLE INDUSTRIAL ESTATE,
THANE WEST – 400 604.

TENDER DOCUMENT

**For Providing Technical Services (Operator) on
Contractual basis for the own property at Income
Tax Office, Ashar IT Park, 6TH FLOOR, Wagle
Industrial Estate, Road No. 16Z, Ambika Nagar,
Thane**



OFFICE OF THE

COMMISSIONER OF INCOME TAX(A)-2, THANE

6th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane 400 604

Tel./Fax : 022-25805418/25805417 Email id: thane.cit.apl2@incometax.gov.in

NO. PN/CIT(A)-2/ Technical Services (Operator)/2017-18/

Date: 14/11/2017

NOTICE INVITING TENDER

1. The Income Tax Department, Thane intends to invite sealed tenders from firms /agencies, engaged in the business of providing Technical service (operators), to provide 4 Operators (One DG Operator, one Air Conditioner Operator and Two Fire Fighting Operators), on contract, for the office at Income Tax Office, 6th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Ambika Nagar, Thane (w) – 400 604. The contract is for a period of one year which is likely to be extended by one year upto a period of Three years or discontinued at the administrative convenience of Commissioner of Income Tax-(A)-2, Thane.

2. Sealed Tenders, duly superscribed **“Tenders for Providing Technical Service (Operator) at Income Tax Office, 6th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Ambika Nagar, Thane (w) – 400 604”** and addressed to **“The Commissioner of Income-tax-(A)-2, Thane”** are invited so as to reach not later than 11.00 hrs on 28.11.2017. Tenders received after stipulated date/time shall not be entertained. **The tenders will be opened on the same day at 14.30 hrs** in the presence of the Bidders or their representatives who may like to be present.

3. Detailed information/terms and conditions for the purpose either be downloaded from (i) www.incometaxindia.gov.in (ii) www.eprocure.gov.in or Tender documents and Terms & Conditions may be collected from the above said office on working days during office hours i.e. 10.00 AM to 05.30 PM on payment of non-refundable tender fee of Rs.500/- by **Demand Draft drawn in favour of ZAO, CBDT, Thane payable at Thane.** In case the tender document is downloaded from the Department's website, a non-refundable tender fee of Rs.500/- has to be paid by way of **Demand Draft drawn in favour of ZAO, CBDT, Thane payable at Thane** at the time of submission of the duly filled tender application.

(H.R. KAMBLE)
Administrative Officer
For Commissioner of Income Tax(A)-2,
Thane.



OFFICE OF THE

COMMISSIONER OF INCOME TAX-(A)-2, THANE

6th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane 400 604
Tel./Fax : 022-25805418/25805417 Email id: thane.cit.apl.2@incometax.gov.in

TENDER DOCUMENT FOR PROVIDING TECHNICAL SERVICES (OPERATOR) ON CONTRACTUAL BASIS FOR THE OWN PROPERTY AT INCOME TAX OFFICE, ASHAR IT PARK, 6TH FLOOR, WAGLE INDUSTRIAL ESTATE, ROAD NO. 16Z, AMBIKA NAGAR, THANE

Open Tender No: Tender No.THN/CIT(A)-2/Technical Operator/2017-18

Dated: **14.11.2017**

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COMMISSIONER OF INCOME TAX(A)-2, THANE
6TH Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane (w) – 400 604.

SECTION - I

DOMESTIC COMPETITIVE BIDDING

(Through call of open Tenders)

<u>Open Tender No:</u> Tender No. THN/CIT(A)-2/ Technical Operator/2017-18, Dated- <u>14.11.2017</u>	
Period of Contract	One year from the date of execution of contract
Earnest Money Deposit	Rs. 10,000/-
Last Date & Time for receipt of Bid	Date: 28.11.2017, Time: 11.00 hrs
Time and Date of Opening of Technical Bid	Date: 28.11.2017, Time: 14.30 hrs
Place of Opening of Technical Bid	Conference Hall , 6 th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane (w) – 400 604
The tender documents can be obtained from	Downloaded from www.incometaxindia.gov.in or www.eprocure.gov.in . Tender Documents can also be obtained from the ITO(Hq &TPS-2), Room no. 15, A wing, 6 th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane (w) – 400 604
Tender documents can be dropped in the tender box at	ITO(Hq &TPS-2), Room no. 15, A wing,, 6 th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane (w) – 400 604
Tenders addressed to:	The Commissioner of Income-tax(A)-2, Thane

SECTION - II

INVITATION TO BID

Open Tender No: Tender No. THN/CIT(A)-2 / technical services/2017-18
Dated- 14.11.2017

1. Income tax department, Thane invites sealed bids from the eligible agencies for providing 4 Operators (One DG Operator, one Air Conditioner Operator and Two Fire Fighting Operator), on contract, at the premises of Income Tax Office, 6th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane (w) - 400 604.

2. The scope of work includes providing technical services with requisite number of operators on all working days including Saturdays and national Holidays.

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/Banker's Cheque in favour of **Zonal Accounts Officer, CBDT**, payable at Thane, has to be remitted along with bid forms.

4. The contract is **for a period of one year** which is likely to be extended by one year upto the period of three years or discontinued at the administrative convenience of Commissioner of Income Tax(A)-2, Thane. [hereinafter referred to as CIT(A)-2, Thane.]

5. The bid document can be downloaded from www.incometaxindia.gov.in and also [http:// eprocure.gov.in/CPPP/](http://eprocure.gov.in/CPPP/).

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 Income Tax Officer (HQ & TPS-2), Room No.15, A wing, 6th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane (w) - 400 604 not later than 11.00 hrs on 28.11.2017 and the technical bids will be opened on 28.11.2017 at 14.30 hrs in the same day in conference hall, 6th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane (w) - 400 604.

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. Technical Service Operator) should have been in the business of providing Technical services for Air Conditioner, DG set and Fire Fighting System for a minimum three years since F.Y. 2014-15.

b. The Annual Turnover of the Applicant Contractor should not be less than Rs. **30 Lacs** per annum during F.Y. 2014-15, 2015-16 & F.Y. 2016-17.

c. The bidder should be Income tax payer and should be registered with GST Department and also registered under the Employees Provident Fund Organization, Employees State Insurance Corporation

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.

d. 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 experience in providing Technical services to Government offices/PSU/ Private organization (mainly IT company) a reputed client list.

h. The Applicant Contractor should be in a position to supply the requisite number of Technical Services (Operator for Air Conditioner, DG set and Fire Fighting System within 3 days of execution of agreement.

i. The Applicant contractor should be able to provide **2 set of uniforms alongwith safety boots, technical tools, safety gloves and Air Mufs** to the Technical Service Operator.

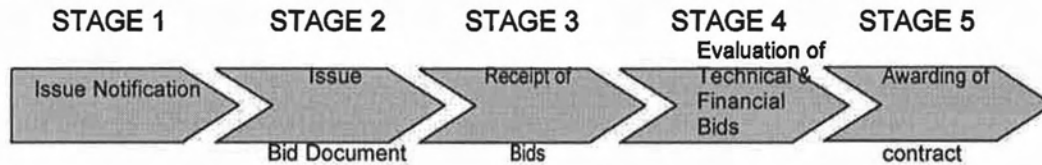
ii. The Applicant contractor shall have provident fund code no. And all the contract employee deployed by them are enrolled as members of provident fund.

j. The Technical Service Operator should know preferably the local language i.e Marathi alongwith Hindi and English.

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

2.1 Process

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



3. The bidder is required to fill up the Profile of his 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 Contract of providing technical services for a period of two years. (Self-attested copies of the relevant work orders are to be enclosed).

(b) Copy of the statement of account viz. balance sheet, Profit and Loss Account, audited if applicable, and Income tax return particulars of the bidder for the 3 Financial Years i.e. 2014-15, 2015-16 and 2016-17 are to be submitted.

(c) A copy of PAN card.

(d) 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.

(e) 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/Banker's Cheque drawn in favour of Zonal Accounts Officer, CBDT, payable at Thane

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 **'Tender for Providing Technical Services (Operator) at Income Tax Office, Room No 15, A wing, 6th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane (w) – 400 604'** and shall be addressed to **the Commissioner of Income tax-(A)-2**, Thane. 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 Room No.15, A WING, 6th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane (w) – 400 604 by 11.00 hrs on 28.11.2017. No acknowledgement, in respect of receipt of any bid, shall be given.

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 date and time specified for submission of bids prescribed by the Income-tax department, then 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 before the given time limit.

(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 till 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 and Surcharges etc. as applicable on the services that are provided under this contract in the lump sum rates quoted and Income-tax department would not bear any additional liability on this account.

(c) Income-tax department shall however, deduct such tax at source as per the rules and issue necessary certificates to the Agency. The prices once accepted by the Income-tax department shall remain valid till the contract remains in force.

(d) Rates shall include statutory obligations as may be applicable.

(e) The rates are inclusive of all 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 & Service tax 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(A)-2, Thane shall be final and binding in this regard.

(b) If the performance of the personnel(Technical Operator) provided by the agency is not found satisfactory, the Commissioner of Income-tax(A)-2, Thane shall have power to terminate the contract with one month's prior notice. Upon such termination, the amount of performance guaranty of the Agency shall be liable to be forfeited and shall be absolutely at the disposal of the department.

(c) If at any time during the period of contract, the SCOPE OF WORK for which this job has been awarded is reduced /abandoned, the payment value of this job order shall be reduced on pro-rata basis by the Income-tax department and the decision of Commissioner of Income-tax-(A)-2, Thane shall be binding on the Agency.

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

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

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

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

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

18. Prior to the submission of Bid, the Bidder/authorized representative shall personally inspect the Income-tax department offices and facilities specified in the Bid at his own cost and under prior intimation to the Income tax Officer,(Hq &TPS-2), Thane. 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 the authority or any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract. (Income-tax department may out rightly reject any bid, which was not supported by adequate proof of the signatory's authority).

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

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/rejected.
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 **Zonal Accounts Officer, CBDT**, payable at Thane, 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 written in the envelope marked as '**Technical Bid**', otherwise the tender will be rejected.
7. The Income-tax department does not bind itself to accept the lowest bid.
8. Any change in the constitution of the concern of the Agency shall be notified forthwith by the Agency in writing to the Income-tax department and such change shall not relieve any former member of the concern from any liability under the contract.
9. The Agency shall acknowledge that it has made itself fully acquainted with all the conditions and circumstances under which the services required under the contract will have to be provided and the terms, clauses and conditions, specifications and other details of the contract. The Agency shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to the contract or to evading any of its obligations under the contract.

10. In the event of the Agency failing to fulfill or committing any breach of any of the terms and conditions of this contract or indulge in following omission or commission then without prejudice to the Income-tax department's rights and remedies to which otherwise, Income-tax department, shall be entitled, the contract shall be terminated forthwith, forfeit the 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 for 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-fulfillment of obligations by it under the various labour laws.

15. The agency shall comply with all statutory liabilities and obligations of State and central government. The Income-tax department shall not be liable for any contravention/non-compliance on the part of the Agency. Any contravention/non-compliance on the part of the Agency would be construed as a sufficient ground for termination of the contract at the discretion of the Income-tax department. Notwithstanding, in the event of the Income-tax department being imposed with any penalty/fine etc., by any agency/authority due to the non-compliance/contravention on the part of the Agency to any statutory laws/rules/regulations etc., the Income-tax department reserves the right to recover such fine/penalty etc., from the Agency by way of recovery from the bills raised by the Agency or by any other means.

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

17. The Agency may discontinue the contract at any point of time, by giving a notice at least 60 days before the intended date for discontinuation. But it will lead to forfeiture of its Security deposit (EMD) submitted by it, in case of discontinuation without a notice or a notice less than 60 days prior to the intended date of discontinuation. The Income-tax department will have the right to claim damages, and recover them from the payments due to the Agency or by any other means, in addition to forfeiting the amount of performance guarantee of the Agency.

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

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

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

21. The Income-tax department shall have right to periodical inspection with a view to ensuring strict adherence to deployment of all technical service operators at the designated spots.

22. The Agency shall be required to enter into an agreement on a non – judicial stamp Paper of not less than **Rs.500/-** on receiving the intimation/letter of intent

and to start the work within 03 days of the signing of Deed/ Agreement.

23. Requests for Information

Bidders in relations to this documents may communicate through its designated persons to the contact person i.e. Income Tax Officer (Hq &TPS-2), Room No 15, A wing 6th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane (w) – 400 604. 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 a period of 12 months w.e.f. execution of contract, with the provision of extending it at the administrative convenience upto the period of three years on satisfactory performance of contract by the agency / vendor.

25. There shall be no Master and Servant or Employer and Employees relationship between the employees of the service provider and the Union Government and further the said persons of the service provider shall not claim any employment of engagement or absorption in the Income tax Department in future on the basis of services of be provided under this contract

26. The service provider's persons shall not claim any benefit/compensation /absorption/ regularization of service from/ in this Directorate under the provision of Industrial Disputes Act 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other law of similar nature. Undertakings from the persons to this effect shall be required to be submitted by the service provider to CIT(A)-2, Thane

27. 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.

28. The agency must have its registered own office in Thane.

Read and accepted.

Date Signature and stamp of the Bidder

or Authorized signatory, Place

SECTION V

SCOPE OF WORK AND OTHER CONDITIONS

1. The agency shall provide Technical services at the property, 6th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Thane (w) – 400 604 acquired by Income tax Department, with requisite technical service operators in various categories on all working days including Saturdays and National Holidays.
2. The Agency should provide services as per office hours on all days. However that time period can be extended beyond office hours during the time barring period, emergency meeting or Video Conference at 6th floor, Ashar IT Park acquired by the Income Tax Department.
3. The agency shall ensure proper operators in the office premises.
4. The Income Tax Department may increase or decrease the requirement of manpower and the agency shall be bound to provide/adjust the personnel accordingly and shall be constructed as a part of agency's performance.
5. The agency shall submit bio data along with identity proof, address proof of each personnel duly verified, before the commencement of the contract.
6. During surprise checks by any of the authorized officers of Income Tax Department, if a particular personnel(Technical Service Operator) is found negligent/ sleeping/ drunk on duty/ indulging into abuse of habit forming substances, the agency will have to replace the personnel with any other proper and fit person without questioning the decision of the officer concerned of the department.
7. The agency shall ensure immediate communication to controlling authority for any reportable incidence.
8. The agency shall maintain proper register/ logbook of personnel.
9. The agency shall provide proper uniforms, identity card, badges, etc to s operators deployed in the premises of Income Tax Department, Thane.
10. All the operators posted shall be in sound health.
11. The technical service operators should maintain utmost vigil and shall be on rounds in the duty area allotted at frequent intervals of time. Any

- 12.** The behaviour of the manpower deployed by the agency for the technical services awarded shall be of decent nature and should co-operate with the officials, visiting guests. In case of report of any complaint on the issue or is found breaching this aspect, the said personnel shall be instantly removed from duty by the agency and the decision of the controlling Authorities will be final and binding on the Agency.
- 13.** No accommodation shall be provided to the personnel inside the complex. The Agency may arrange suitable accommodation for their stay in nearby area if required so, by the agency.
- 14.** The performance guarantee shall be kept in the custody of the Income Tax Department till the expiry of the contract and will bear no interest. The performance guarantee will be refunded to the agency after deducting financial liabilities, which the agency owes to Income Tax Department, Thane. If the financial liabilities are more than the performance guarantee, from the Agency will be legally bound to pay the balance liability within 7 days from the date of issuance of notice for discontinuance of the contract so awarded.
- 15.** Income Tax as applicable will be deducted at source from each bill for which necessary PAN is required to be provided.
- 16.** The work shall be executed as per the directions and to the satisfaction of the officer in charge.
- 17.** No person below the age of 18 years shall be deployed for the technical services by the agency.
- 18.** 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 of 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.
- 19.** The contract will be terminated by the competent authority if the performance of the Agency is found un-satisfactory at any point of time.
- 20.** During the contract period, the Agency shall make salary & other payments and provide other thing in time without waiting for the bill payment passed and paid by the Income Tax Department.
- 21.** The Agency shall have its own monitoring systems to ensure that the personnel are available at the designated points during their working shifts.
- 22.** The contractor shall provide dedicated technical services operator and any change in the personnel supplied should be made only in very exceptional

circumstances and change of operator should be intimated to the concerned person of the Income Tax Department. Replacement of operator should be provided in the event of sickness or in any other circumstances, when the operator is absent. The technical service operator must report to duty strictly at 9.00 hrs in the morning and should remain on his duty till 18.30 hrs in the evening on all working days and however in exigencies of work they may be required to sit late. This shall exclude the half hour lunch break, turn by turn. In case of emergency on Sundays or on national holidays the service operators shall be called any time.

23. The expenses on uniforms, other accessories, rain-wear etc. shall be borne by the contractor alone.

24. A log sheet specifying daily reporting and relieving time of technical service shall be maintained for each operator. The contractor should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.

25. The Technical Service personnel (Operators) hired should satisfy the following conditions uniform, while on duty, prescribed by the contractor.

- a) Personnel (Operator) should wear the uniform and safety boots, while on duty, prescribed by the contractor.
- b) Personnel (Operator) should be decent and well behave and should have undergone proper training on all technical services issues.
- c) Technical service operators should have diploma/ITI certificate in their respective fields

26. The Scope of work will include the following:

a) DG Set Operator:-

- i) Operator will operate Diesel Generating set in case of Electric failure/Electric Break down etc. and will maintain Electric supply in the building and inspect the electrical system on daily basis.
- ii) Checking the smooth functioning of the electrical equipments installed in the Diesel Generating Set panel and equipments installed for Diesel Generating sets.
- iii) He will report problem to Officer in charge of building/ Caretaker/PRO.

- iv) Report complaints to local authorities/MCD/ State Electricity Board in case of power failure.
- v) Will maintain log book and take the reading of Voltage/medium voltage and the total load reading on the Diesel Generating Set and the reading for frequency, voltage and amperes meters installed on Diesel Generating Set Panel and also check water level and battery condition.
- vi) Will maintain log book and report to caretaker appointed by CCIT Thane and the departmental the position of Diesel for Diesel Generating Set on daily basis and intimate in advance the requirement of the Diesel on daily basis.
- vii) Operator will work from 9.00 a.m. to 6.30 p.m. daily and in case of necessity he shall be called any time. And overtime allowance (OTA) will be applicable at same rate on half hourly basis.
- viii) All consumables will be provided by the Department.

B) Fire Fighting Operator:

- i) He will be on duty for 12 hrs a day and in case of necessity he shall be called any time.
- ii) He will report problem to Officer in charge of building/ Caretaker/PRO.
- iii) He shall maintain log book and ensure that all the fire fighting equipment are in working condition. In case of emergency, it shall be his duty to inform the fire service.

C) Air Conditioner Operator:

- i) i) Operator will work from 9.00 a.m. to 6.30 p.m. daily and in case of necessity he shall be called any time. And overtime allowance (OTA) will be applicable at same rate on half hourly basis.
- ii) He will maintain log book and he shall be responsible for switching off/on of AC system.
- iii) He will be responsible for smooth running of AC system.
- iv) He will report problem to Officer in charge of building/ Caretaker/PRO.

27. In case of technical service operator remaining absent from duty, a substitute shall be provided by the contractor immediately. In case of substitute is not provided, proportionate 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 technical service operator as stipulated in para 40 below.

28. Liability of the contractor -

- a) The contractor shall, on award of the contract, furnish the list containing name and address of the operators alongwith the address proof, identification certificate, education qualification, age proof 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 the contractee.
- c) The contractor shall be responsible to ensure compliance of provisions of all enactments, laws, rules and instruction 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 mischievous deeds of his 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 benefit and allowances to his personnel that might become applicable benefits and allowances to his personnel that might become applicable under any Act or order the Govt. The office of the CIT(A)-2, thane shall have no liability whatsoever in this regard and the contractor shall indemnify the CIT(A)-2, Thane 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 be the contractor and all record maintained thereof shall be available for scrutiny by his 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.

29. Tax as applicable will be deducted at source from each bill for which necessary PAN No. is required to be provided.
30. The work shall be executed as per the directions and to the satisfaction of the officer in charge.
31. No person below the age of 18 years shall be deployed by the Agency.
32. 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.
33. The contract will be terminated by the competent authority if the performance of the Agency is found un-satisfactory at any point of time.
34. During the contract period, the Agency shall make salary & other payments and provide other things in time without waiting for the bill payments passed and paid by Income tax department.
35. 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.
36. **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.
37. During the term of contract, number of technical service operator may be increased or decreased on the re-assessment of requirement by the Income Tax 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 Office, Thane. 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.
- 40.**The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative /organizational matters as all are confidential/ secret in nature.
- 41.** The service provider has to provide photo identity cards to the persons employed by him/ her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- 42.**The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider and the CIT(A)-2, Thane shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
- 43.** payments to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/ her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider.
- 44.** In case of non-compliance of the above terms and conditions of contract, a penalty may be levied on the basis of certificate signed by the controlling Authority. The penalty for some of the defaults is as under:-

Sr. No	Nature of default	Penalty Rs.
1	Late reporting	Rs. 100/- per day
2	Non reporting	Rs. 500/- per day
3	Refusal of duties	Rs. 500/- per instance
4	Non- observation of dress-code	Rs. 100/- per instance
5	Change of technical service operators without prior permission	Rs. 1000/- per instance

SECTION-VI

TECHNICAL BID

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

To

The Commissioner of Income-tax(A)-2, Thane
6th Floor, Ashar IT Park, Road No. 16Z,
Wagle Industrial Estate, Ambika Nagar,
Thane (w) – 400 604.

Ref: Tender No. _____ Dated _____

Sir,

I/We hereby undertake to provide the technical service operator at Income Tax Office, 6th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Ambika Nagar, Thane (w) – 400 604, 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 F.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 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. 10,000/- by means of demand draft Pay drawn in favour of **Zonal Accounts Officer, CBDT, Thane**, payable at Thane

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 4 Operators (One DG Operator, one Air Conditioner Operator and Two Fire Fighting Operators)at Income Tax Office, 6th Floor, Ashar IT Park, Road No. 16Z, Wagle Industrial Estate, Ambika Nagar, Thane (w) - 400 604 in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

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

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

2. Rate chart **per personnel** for calendar
month
(Excluding GST)

The rates should be quoted as per prevalent rates of minimum Wages Act, 1948. The benefits such as PF, ESIC, Bonus, Gratuity, Leave Encashment, etc. Should be quoted as applicable under the respective Act.

PROFORMA FOR QUOTING RATES

Sr. No.	Description of payment	Rate per Month per person	Total Rate for _____ persons
1	Basic		
2	Variable Dearness Allowance		
3	Total		
4	All other statutory allowance/dues to the technical service operator		
5	ESI		
6	Provident Fund		
7	Total of 3 to 6		
8	Agency charges		
9	Grand total (7+8)		

3. Total Charges per Calendar Month, Excluding GST Rs:
4. Total Value of Contract for 12 month excluding GST: Rs.
5. Total Charges per Guard for Calendar month, including GST Rs:
6. Total value of contract for 12 Month including GST: Rs.

Signature with Date: _____

Name of the Firm: _____

Seal: _____

**Name and Signature of the
Authorised Signatory**

SECTION-VIII

EVALUATION METHOD

The criteria of selection as well as rejection.

1. The bidder should fulfill eligibility 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, Thane is not bound to accept the lowest rates.
5. Without affecting the sanctity of the above criteria, Income-tax department, Thane 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. Preference may be given to the contractor(s) having valid quality system certificate as per ISO 9001, in case of same rates.
7. Income-tax department, Thane 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

Sr. no.	Particulars	Providing technical service at various premises of Income Tax Department, Thane
	Name of the Firm/Agency	
	Address with email, Phone, Fax, Mobile Nos:	
	Details of Registration Labour Commissioner having jurisdiction over the territory or exemption if any or Details of licence	
	Year of Establishment of the firm experience in the execution of technical services contracts:	
	PAN/TIN No: (enclose copies)	
	GST No. (if Any)	
	Details of works executed during the last 3 years (add documentary proof of the same) with satisfactory completion certificates of the concerned organizations	
	List of similar work undertaken/in hand at present(Proof documents)	
	Whether sufficient number of Unskilled/ Semi Skilled personnel in each category is available with the Applicant Contractor (Furnish Documentary evidence)	
	Details of Demand Draft/ Banker's Cheque in respect of Earnest Money	
	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.

Proforma of Undertaking by the Technical Service Operator

I, ----- Son / daughter of -----,
Resident of ----- employed / working as security guard with -----
-- (Service Provider) do hereby declare that, if I am deployed to work in the office of the Income tax
office, 6th floor, Ashar IT Park, Wagle Industrial Estate, MIDC , Thane by the services provider, I
understand that I shall not have any claim of employment / regularization of service with the Income-tax
department, or any benefit / compensation from the Income-tax department under the provision of
Industrial Dispute Act 1947 or Contract Labour (Regulation & Abolition Act, 1970 or any other law
during the substance of my employment with the services provider on the strength of contract between the
Commissioner of Income Tax(A)-2, Thane and the said service provider.

(-----Name)

Witness 1. Signature
 Name and Address

Signature
Name and Address