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

NOTICE INVITING TENDER

The Income Tax Department, Mumbai intends to engage an outside reputed agency/person on contract basis for providing Sanitation and Maintenance services in the premises of **Aayakar Bhavan**, Income Tax Office, M K Road, Churchgate, Mumbai. The contract shall be initially for a period beginning from **the date of award of contract to 31st MARCH, 2017** and would be extendable for a further period with the approval of Principal Chief Commissioner of Income Tax, Mumbai.

Any Government or Semi Government enterprise or any other reputed agency having adequate manpower and experience in the related field should furnish its bid latest by **04/02/2016 before 2.30 p.m.** in the office of the **Public Relation Officer, R.No. 12A, Gr. floor, Aayakar Bhavan, M.K. Road, Mumbai 400 020.**

Terms and Conditions for the contract may be collected from the office at the above mentioned address during office hours. The details are also available on www.incometaxindia.gov.in

The bids will be opened on **04/02/2016 at 3.30 p.m.** in the **Conference Hall, 3rd Floor, Aayakar Bhavan, M.K. Road, Mumbai 400 020** in the presence of bidders or their representatives.

Sd-
(ABHISHEK SINGH)
DCIT(HQ) (Admn.), Mumbai

Date : 08.01.2016

**TERMS AND CONDITIONS FOR THE CONTRACT FOR SANITATION AND
MAINTENANCE SERVICES AT AAYAKAR BHAVAN, MUMBAI**

1. The Income Tax Department, Mumbai (*hereinafter referred to as **Department***) intends to engage an outside reputed agency / person with adequate manpower and experience on contract basis for providing Sanitation and Maintenance Services (*hereinafter referred to as **SAM Services***) in its premises at Aayakar Bhavan, Income Tax Office, M K Road, Churchgate, Mumbai - 400020.

2. Bids in sealed cover are invited for this purpose from bonafide persons with adequate manpower and experience in this field. The requisite eligibility criteria are as given below:

- (i) The Applicant Agency should have a work force of its own of at least **200** persons at the time of making this bid.
- (ii) The Applicant Agency's Annual Turnover should not be less than **Rs. 2 Crores each** in the last three financial years i.e. FY 2014-15, FY 2013-14 and FY 2012-13.
- (iii) The Applicant Agency should not sub-contract the work and deploy the supervisors and workers employed with it.
- (iv) Applicant Agency should have an experience in the field of providing sanitation and maintenance services for a minimum period of **3 yrs**, preferably for reputed Government institutions/PSU/Port Trust/Autonomous bodies under Central/State Government.
- (v) The Agency should have valid permissions/licenses/ registrations, etc. as applicable and as required as per the law of the land.

3. The work is proposed to be awarded for an initial period of 11 months beginning from **the date of award of contract to 31st March, 2017** with a provision for extending it for a further period with the approval of Principal Chief Commissioner of Income Tax, Mumbai.

4. For all the purpose of this document-

4a. the word 'toilet' refers to the enclosed area/room consisting of urinals, Western/Indian Style commodes common areas of such enclosed room as well as the wash basins situated in that room

4b. the word 'Common areas' refers to all those areas other than the officers rooms and staff rooms in the Aayakar Bhavan (excluding their respective exterior doors and window panels) belonging to the Department including the open space in the atrium of the Aayakar Bhavan, corridors connecting them, areas leading to all the entrances and exits of the building, lobbies on all floors, stair cases, parking lot, sub-station area, road and pathways within the compound, basement, ASK Centre, Guest House, Pandal area and any area appurtenant to Aayakar Bhavan, dining area of the canteen, sports club on 6th floor, dining area on ground floor, recreation room, EPABX room and lift, areas housing water coolers and wash basins, toilets, etc.

4c. Open spaces means and include passage inside wall compound, parking area, entrance gate & security cabin gate and window railing.

4d. the word "Agency" refers to the person (concern) to whom the work is awarded.

5. **Scope of work:**

I. **TOILETS:**

A. **On daily basis: (Monday to Saturday)**

Sl. No	Work to be performed	Frequency/Timing
a	Washing & scrubbing of toilets, wash basins, toilets' walls and windows, etc. with water and application of Phenyl.	<ul style="list-style-type: none">• Monday to Saturday once before 9:00am• Monday to Friday at 10:30am, 12:30pm, 2:30pm, 4:00pm and 5:30pm• On Saturday at 11:30am, 2:30pm and 4:30pm

b	Sprinkling of bleaching powder in the toilets and corners of the corridors every day in the morning.	• Monday to Saturday once before 9:00am
c	Removal of solid waste / garbage etc. from toilets and their proper disposal to the garbage bins located outside Aayakar Bhawan	• Monday to Saturday once before 9:00am and at 3:00pm
d	Disinfection of the toilets as and when required.	• Monday to Saturday once before 9:00am and as and when required
e	Cleaning of mirrors of the toilets.	• Monday to Saturday once before 9:00am
f	Cleaning of waste bins.	• Monday to Saturday once before 9:00am and at 3:00pm

B. Weekly basis: (On Saturdays)

- i. Acid Wash of all the toilets.
- ii. Cleaning of exhaust fans in all the toilets.
- iii. Pressure cleaning/deep cleaning of all the urinals and toilets.

II. COMMON AREAS:

A. Daily basis: The following jobs are to be completed daily from Monday to Saturday before 10:00 am:

- i. Cleaning of walls i.e. all the walls in the common areas of the building upto the height of 4 feet.
- ii. Cleaning of all areas (including stair case) where dustbins and/or spittoons are located.
- iii. Sweeping and mopping with cleaning liquid of all floor areas, corridors, common passages including staircases.

- iv. Cleaning of areas near water coolers and other damp areas of the premises.
- v. Cleaning of main doors and partitions.
- vi. Cleaning of doors and windows on both sides in the case of common areas and the outer side of the office room doors and windows facing the common areas.
- vii. Cleaning of ducts, adjacent to the toilet with necessary care.
- viii. Cleaning of fans in the corridors.
- ix. Cleaning of sign boards/name boards.
- x. Removal of waste/garbage from canteen.
- xi. Collecting of all waste from waste bins and its proper disposal to the garbage bins located outside Aayakar Bhawan.
- xii. Cleaning of waste bins.
- xiii. The resultant debris / dry leaves / waste papers /garbage etc, out of all the above activities shall be properly disposed off at the designated dumping yard/ garbage bins located outside Aayakar Bhawan.
- xiv. Cleaning of open spaces and removal of stagnant water on roads, pavements and parking area.

B. Weekly basis (on Saturdays):

- i. Removal of cobwebs and cleaning of ceiling ventilators, pipes etc. on all the floors belonging to the Department.
- ii. Cleaning of ducts, adjacent to the toilets with necessary care.
- iii. Cleaning of almirahs and lockers in the common areas. They shall be dusted and cleaned with moist cloth/cleaning liquid. All the corners in the spaces between the almirahs shall also be cleaned.
- iv. Cleaning of fans and tube lights in the common areas.
- v. Cleaning of common areas floors with scrubbing machine.
- vi. The resultant debris / dry leaves / waste papers /garbage etc, out of all the above activities shall be properly disposed off at the designated dumping yard/ garbage bins located outside Aayakar Bhawan.

III Guest House (Monday to Saturday)

- i. Seven Workers dedicated for Sanitation and Maintenance Services at the Guest House located at the 7th floor of Aayakar Bhawan from Monday to Saturday.

6. Requirement in respect of manpower deployment:

- 6a. The minimum deployment of workers for above referred work shall be 55 workers (including 12 ladies) and 6 supervisors (including 2 ladies) per day on full time basis. However, in the event of any exigencies, the Pr. CCIT, Mumbai shall have discretion to call upon the contractor to provide such additional personnel (upto 90 workers) as may be necessary in his opinion for the purpose of effectively carrying out the services contemplated in this Agreement to handle such exigencies.
- 6b. The 6 supervisors will be reporting to the Caretaker of the Department and will closely monitor the attendance and work of the workers on daily basis and submit the details from time to time as called for in this respect to the Caretaker of the Department.
- 6c. The requirement of 55 workers mentioned above includes the requirement as mentioned in 5(III)(i) above.
- 6d. All the supervisors and workers proposed to be deployed shall be working full time at the premises in the following designated time frame on behalf of the Agency :

Shift Timing	No. of Supervisors	No. of Workers
First shift : 7.30 a.m. to 3.30 p.m.	05	45
General Shift : 10.00 a.m. to 7.00 p.m.	01	10
Total	06	55

They may be utilized for other miscellaneous or emergency work as per the requirement of the Department.

6e. The supervisors and workers deployed shall have defined areas of work at designated premises in the building, which shall be decided in consultation with the caretaker of the building and these workers shall attend to the designated work only. The access of the building to these personnel shall be restricted to defined areas of work so assigned. The Agency shall try to ensure that the personnel designated for a defined work shall continue to carry out the same work in the same area.

6f. A log sheet specifying daily cleaning times shall be maintained for each of the floor and toilet. The Agency should submit the duly filled log sheet signed by the respective supervisor to the Caretaker of Department on weekly basis.

7. **Duties and Responsibilities of the Agency:**

7a. The Agency should furnish the details like name, address and mobile number of the person with whom the Department can contact in respect of operation of this service contract. The person so identified by the Agency should be accessible on mobile 24x7.

7b. The Agency should deploy experienced and well-behaved six supervisors for daily monitoring and supervision of the work allotted to the workers and these Supervisors will, in turn, report to the Caretaker of the Department. These supervisors will always carry their mobile and should be accessible during the duty hours on all days. Mobile numbers and names of the Supervisors should be displayed in all toilets on a 6 X 6 inches placard.

7c. The Agency shall deploy a separate dedicated pool of full time medically and physically fit experienced 55 workers for the purpose of this contract.

7d. The Agency shall conduct necessary background checks and antecedent verifications through the police authorities of all six supervisors and 55 workers within 7 days of award of contract.

7e. The details of these 6 supervisors and 55 workers in the dedicated pool shall be submitted by the Agency to the Caretaker within 10 days of award of contract consequent upon conducting aforesaid verifications alongwith the copy of the Aadhar card of each of such supervisor/worker.

7f. The Agency shall not make any changes in this dedicated pool of supervisors and workers. However, if the change is unavoidable due to some reasons, then, such change should be short-term and the replacement should be made under intimation and approval of the Caretaker of the Department.

7g. The Agency shall issue identity cards with proper serial numbers to these supervisors and the workers who, in turn, will carry them all the time when present in the Aayakar Bhawan premises.

7h. The supervisors and workers of the Agency will always be attending duty in the uniform as prescribed below:

i. Uniform for Supervisors:

i. Male Supervisor: Black Trouser and Sky Blue Shirt with a badge bearing his name, designation i.e. Supervisor and Name of the Agency.

ii. Female Supervisor: Black Saree and Sky Blue blouse with a badge bearing her name, designation i.e. Supervisor and Name of the Agency.

ii. Uniform for workers:

i. Male workers: Dark Blue Trouser and Sky Blue Shirt with a dark blue cap bearing the name of the Agency.

ii. Female workers: Dark Blue saree and sky blue blouse with a dark blue cap bearing the name of the Agency.

7i. The Agency shall ensure that the supervisors and the workers will always report to duty in the prescribed uniform and that the uniform will always be neat and clean.

- 7j. It shall be the responsibility of the Agency to ensure that the personnel deployed by it (both supervisors and workers) , when present in Aaykar Bhawan Premise, shall restrict their movements to the designated areas of work, maintain hygiene, do not indulge in prohibited acts including smoking, chewing tobacco/gutka/etc.
- 7k. It shall be the responsibility of the Agency to ensure that its personnel do not disturb/tamper the records in the office premises in any manner.
- 7l. It shall be responsibility of the Agency to ensure that the workforce deployed by it is well behaved and courteous towards the officers and officials of the Department as well as with the visitors including the taxpayers.
- 7m. The Agency shall be responsible to take all requisite precautions and put in place a system -to ensure that its workforce does not cause any disturbance in day to day working of the office and also to prevent any unlawful riot or disorderly conduct or acts of its supervisors/workers so deployed in the premises of the Department.
- 7n. The supervisors and workers deployed by the Agency shall be employees/workers of the agency for all purposes and the Department shall have nothing to do with their service or any other matters. These workers for all purposes have no relation, of whatsoever nature, with the Department.
- 7o. The Agency shall be liable with regard to compliance of all the laws, regulation, rules and directions given by any statutory authority with regard to safety, labour laws or any other laws both **Central and State, in force in the State of Maharashtra** including registrations with Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, Payment of Bonus Act, Employees State Insurance (ESI) Act, Sales Tax, Municipal Registrations etc.

7p. The Agency shall be responsible for the payment of wages and allowances as per **Minimum Wages Act prescribed by the Central or State Government whichever is higher** and all statutory dues to the persons employed by him for this contract. The contractor shall be further responsible for proper discipline of the employees engaged by him and their work, besides observing other obligations.

7q. All the responsibilities and liabilities of payment of WAGES, VDA, P.F., ESIC, Bonus, etc. and ANY OTHER EMOLUMENTS/ BENEFITS to the workers, shall be solely that of the Agency.

7r. Any other payments likewise Uniform, Mobile charges, Leave Salary, etc. should be met by the Agency only and the Department would have no liability towards the same.

7s. All the supervisors and workers engaged and deployed by the Agency for carrying out tasks under this contract shall be deemed to be the employees of the Agency. The Agency shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers etc.

7t. The Agency shall be solely liable for the payment of all Central, State and local levies, taxes, duties, fines and penalties, by whatever name called, as may become due and payable in relation to the services rendered by it.

7u. The Agency shall be responsible for compliance to all requisite statutory provisions such as Minimum Wage Rule, Contract Labour Act, etc. and all other legislations in this regard prescribed by the Central Government or State Government. Where both Central and State Govt. has fixed the minimum rates of wages, the rates of wages whichever is higher will be applicable.

7v. The Agency shall provide cleaning equipments and ISI marked branded cleaning materials for cleaning of 58 toilets and common area spread over 7 floors of Aayakar Bhavan and area appurtenant thereto admeasuring around 2,28,000 Sq.ft (approx). The cleaning materials provided by the agency shall be harmless and eco-friendly and shall in no way damage the infrastructure of the premises including the floors and other items by way of fading, eroding, etc. for the The cleaning equipments should be periodically cleaned and changed and the mopping clothes need to be changed frequently to ensure that they are not stinking and dirty. The liability in respect of all the cleaning equipments and cleaning materials would be solely that of the Agency.

8. The Department shall not be liable to provide any assistance, help and accommodation to the workers engaged by the Agency for the provision of services undertaken as a part of the contract.

9. The Agency shall, at all times, indemnify the Department against any claim which could arise under the Workmen's Compensation Act, 1953 and/or under any statutory notification thereof or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained to lay of the workmen engaged by the Agency or other persons whose entry into the office of the Aayakar Bhavan premises has been authorized by the Agency. The Agency shall insure all the personnel engaged for this contract.

10. The Agency shall further indemnify the Department against any loss to the property and assets of the Department which have been caused by negligence or unlawful activity of the persons deployed by the Agency in the premises of the Department. Decision of the administration as to the cost of damages caused shall be final and shall be deducted from outstanding dues of the Agency.

11. The Agency shall be required to maintain a attendance registrar/roll within the building premises which will be open for checking by the Caretaker of the Department. In case of absence of any manpower from the committed deployment of supervisors/workers as per quote, a recovery at the agreed rates of manpower charges

will be made from the monthly bill. In addition to the above, the penalty may also be levied for late reporting / non-reporting of the supervisor/worker as stipulated:

Sr. No.	Nature of default	Penalty
1.	Late Reporting	Supervisor: Rs.300/- per day per person Worker: Rs. 100/- per day per person
2.	Non reporting	Supervisor: Rs.500/- per day per person. Worker: Rs. 200/- per day per person
3.	Refusal of duties	Rs.300/- per instance.
4.	Non-observation of dress-code	Supervisor: Rs.300/- per instance. Worker: Rs. 200/- per instance.
5.	Change of staff without prior intimation	Rs.300/- per instance

The penalty will be liable to be levied on the basis of the certificate signed by the Controlling Officer i.e. Caretaker, Aayakar Bhavan, Mumbai.

12. The contract shall be extended to a further period as deemed suitable to the Department, on the same terms and conditions as were applicable at the time of the award of the contract with the approval of Principal Chief Commissioner of Income Tax, Mumbai.

13. If the services of the Agency are not found satisfactory or the Agency is found to be not executing the work as per the terms and conditions of the agreement or in the event of lapses in cleaning within scheduled time or supplying of substandard or inadequate cleaning materials, the Income Tax Department reserves the right to cancel the contract after giving 30 days notice. The decision of the Department about the quality of service shall be final.

14. The Agency shall remove all persons on termination of the Agreement or on expiry of the Agreement from the premises of the Department and ensure that no such person shall create any disruption / hindrance / problem of any nature in the premises of the Department either explicitly or implicitly.

15. The liability on account of cleaning materials, equipments including vacuum cleaners/ water sucking machines, floor scrubbing machines, etc. and all expenses

relating to the work of providing sanitation and maintenance services in Aayakar Bhavan for cleaning of 58 toilets and common area spread over 7 floors of Aayakar Bhavan and area appurtenant thereto admeasuring around 2,28,000 Sq.ft (approx) would solely and wholly be the responsibility of the Agency and the Department will not bear any liability apart from the charges in lieu of the services rendered. If the bidders wish to have inspection of Aayakar Bhavan site they may contact the Caretaker of Aayakar Bhavan between 11.00 a.m. to 4.00 p.m. on any working day.

16. The Agency should specify all inclusive charges in lieu of the services rendered as specifically indicated in the clauses-5, 6, 7 and 15 above (excluding service tax) on monthly basis in the format as prescribed in the Financial Bid.

17. The payment of charges agreed upon as above and in compliance to all terms and conditions of this contract shall be made every month, provided that if the Agency does not provide services on any of the days of a month, payment of charges will be made on proportionate basis. If number of persons agreed upon are not put on job on a particular day, proportionate payment will be deducted. The decision of the Department in this regard would be final and binding on the Agency.

18. Further, all damages caused by the Agency to comply with any statutory requirements and/or the terms of the agreement during the period of contract shall result in deductions from the bill at the rate fixed by the Department for each lapse and/or termination of the contract and subsequent disqualification from participation in any future tender of the Department.

19. A sum of Rs. 2,00,000- (Rupees Two Lakhs Only) must be deposited as Earnest Money Deposit (EMD) by means of Demand Draft drawn in favour of **Zonal Accounts Officer, CBDT**, payable at Mumbai, ' and must accompany the technical bid in the sealed envelope without which the Bid will be rejected. In case of unsuccessful bidders, the EMD will be returned immediately and in case of successful bidder, the same will be returned on execution of the contract. However, 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.

20. 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 termination of contract period without interest after deducting liabilities, if any.

21. While bidding, the quotation should be submitted in a bigger single envelope marked as **'Quotation for Sanitation and Maintenance Services at Aayakar Bhavan'** containing therein 2 separate sealed envelopes containing **'Technical Bid'** and **'Financial Bid'**.

(i) Technical Bid:

The Technical Bid should be submitted in the format as per Annexure A and should be duly supported by the documents indicated in the said Annexure. The Demand Draft in respect of 'Earnest Money Deposit' should be submitted in a separate sealed envelope marked as "EMD" with the 'Technical Bid'.

(ii) Financial Bid:

The Financial bid should be submitted strictly in the format as per Annexure B. Only the details specified in the format as per Annexure B need to be mentioned and no supporting documents/workings/etc. is to be attached with the Financial Bid, otherwise the Bid will be liable for rejection.

The applicants should drop their bids in sealed envelope as mentioned above in the sealed Tender Box kept in Room No. **15A, Ground Floor, Aayakar Bhavan, M.K Road, Mumbai, upto 2:30 PM on 04.02.2016.**

22. Initially only the Technical bids will be evaluated and Financial bids of only those bidders who qualify technical bid evaluation will be opened and evaluated and the work will be awarded to the most responsive bid.

23. Bids once submitted shall not be allowed to be withdrawn and default after acceptance of bid shall be deemed to be non-compliance of terms of contract and would liable to forfeiture of Performance Guarantee and penalty, as the case may be.

24. Quotations will be opened on **04.02.2016 at 3.30 P.M** in the **Conference Hall, 3rd Floor, Aayakar Bhavan, M.K Road, Mumbai** in the presence of bidders or their representatives.

25. The Income Tax Department reserves the right to accept or reject any part of the bid or whole bid, without assigning any reason.

26. The successful bidder shall enter into a legally binding agreement with Department and shall commence work within the period as specified in the award of contract.

27. In case of failure to commence the work by the Agency within stipulated time, the contract may be cancelled by the Department and EMD may be forfeited.

28. The contract between the Department and the Agency can be cancelled with a notice period of two months from either side, without assigning any reason.

29. In case of any dispute, during the process of awarding the work, the decision of the Competent Authority i.e. Principal Chief Commissioner of Income Tax, Mumbai would be final and binding on all concerned.

ANNEXURE A

TECHNICAL BID

FOR SANITATION AND MAINTENANCE SERVICES

AT

AAYAKAR BHAVAN, MUMBAI

1.	Name and address and telephone No. of the Tenderer i.e. the Applicant Agency	
2.	Permanent Account No. (PAN)	
3.	Evidence of deploying at least 200 people on its pay-roll by Applicant in terms of para 2 of the 'Terms and Conditions for Sanitation and Maintenance Services at Aayakar Bhavan'. (Adequate documentary evidence should be enclosed)	
4.	Annual Turnover during zzF.Y. 2012-13 to 2014-15. (copy of Return of Income filed alongwith P & L A/c etc. should be enclosed as evidence)	
5.	List of reputed Clients especially Government institutions (along with documentary evidence)	
6.	No. of years experience of providing Sanitation and Maintenance Services	
7.	Details of Demand Draft in respect of Earnest Money (Demand draft should be enclosed)	

Name and Signature of the Authorised Signatory

ANNEXURE B

FORMAT FOR FINANCIAL BID
FOR SANITATION AND MAINTENANCE SERVICES

AT
AAYAKAR BHAVAN, MUMBAI

(Only following details are to be submitted)

1. Name, address and telephone No. of the Applicant Agency/Tenderer :
2. Permanent Account No. (PAN) :
3. Name and address of the Proprietor/ Partners/Directors/principal persons and their PAN :
4. All inclusive Service Charges per month : In Figures.....
- as per clause 16 : In words-.....
(excluding Service Tax)
5. Details of Demand Draft in respect of Earnest Money :

**Name and Signature of the
Authorised Signatory**

Sealed cover containing bids will be opened on **04.02.2016 at 3.30 PM** in the **Conference Hall, 3rd Floor, Aayakar Bhavan, M.K Road, Mumbai** by the Committee in front of bidders or their representatives.