



**GOVERNMENT OF INDIA  
MINISTRY OF FINANCE  
DEPARTMENT OF REVENUE**

**TENDER DOCUMENT DATED 10.04.2019**

**FOR**

**PROCUREMENT OF GOODS & SERVICES**

**SETTING UP OF A CRECHE FACILITY**

**AT**

**INCOME TAX DEPARTMENT OFFICE**

**KAUTILYA BHAVAN**

**C41-C43, G-BLOCK, BKC, MUMBAI**

**Last Date for Submission of Bid:**

**14:00 Hours on 02.05.2019**

**Date of Opening of Technical Bid:**

**15:30 Hours on 02.05.2019**

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

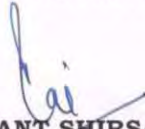
Ref. No.: Pr. CCIT/MUM/Admin-III/Crèche/Kautilya Bhavan/2018-19 Date: 10.04.2019

**NOTICE INVITING TENDER**

The Income - tax Department Mumbai, invites sealed tenders under the two bid system, from reputed and experienced agencies for procurement of goods & services in relation to setting up of a crèche facility at the Income Tax Department Office Building "Kautilya Bhavan" on Plot No. C-41 to C-43, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, as per the 'Scope of Work', 'Terms & Conditions', and other details specified in the 'Tender Document'.

2. Interested bidders may download the 'Tender Document' from the Income Tax Department websites [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or [www.incometaxmumbai.gov.in](http://www.incometaxmumbai.gov.in) or obtain from the Room No. 373, Aayakar Bhavan, M. K. Road, Mumbai - 400 020 on all working days up to 01.05.2019 from 11:00 hours to 17:00 hours. Last date for submission of bid is 02.05.2019 till 14:00 hours. The date of opening of bid is 02.05.2019 on 15:30 hours.



  
**(HEMANT SHIRSAT)**  
Dy. Commissioner of Income Tax (HQ)  
Administration-II, Mumbai

### **TENDER DATA SHEET**

Tender No.	Pr. CCIT/MUM/Admin-III/Crèche/Kautilya Bhavan/2018-19 dated 10.04.2019
Nature of Work	Procurement of goods & services in relation to setting up of a crèche facility at the Income Tax Department Office Building “Kautilya Bhavan”.
Date of Publishing of Tender Document	10.04.2019
Tender Document download start date / availability date	10.04.2019
Tender Document availability last date	01.05.2019
Bid Submission Start Date	09.04.2019
Bid Submission End Date	02.05.2019 till 14:00 hours
Date of opening of Technical Bid	02.05.2019 on 15:30 hours
Date of opening of Financial Bid	The financial bid shall be opened on the same day i.e. 02.05.2019 after completion of technical bid evaluation process.
Tender documents can be obtained from:	Room No. 373, Aayakar Bhavan, M. K. Road, Mumbai-400020 or can be downloaded from <a href="http://www.incometaxindia.gov.in">www.incometaxindia.gov.in</a> or <a href="http://www.incometaxmumbai.gov.in">www.incometaxmumbai.gov.in</a> .
Bid Submission Mode & Place	Bid to be submitted by Post/Courier/hand-dropped in Tender Box kept at Office of Pr. Chief Commissioner of Income-tax, Room No. 373, Aayakar Bhavan, M. K. Road, Mumbai-400 020.
Place of Opening of Bid	R. No. 379, 3 <sup>rd</sup> Floor, Aayakar Bhavan, M. K. Road, Mumbai-400 020
Work Completion Period	30 days from the date of award of contract
Earnest Money Deposit (EMD)/ Security Deposit	Rs. 50,000/- (Rupees Fifty Thousand Only)
<p>Note: Interested bidders are requested to visit the Income Tax Department Office Building “Kautilya Bhavan”, with prior appointment/permission from the authorized person, to understand the work requirement before submitting the bid. Bidders are requested to visit Income Tax Department website <a href="http://www.incometaxindia.gov.in">www.incometaxindia.gov.in</a> or <a href="http://www.incometaxmumbai.gov.in">www.incometaxmumbai.gov.in</a> for any clarification/corrigendum/addendum to this tender document till due date. Any correspondence with respect to any clarification, should be addressed to: The office of DCIT (HQ) Admin-II, Mumbai, Room No.373, Aayakar Bhavan,M. K. Road, Mumbai-400 020.</p>	

## **CHAPTER-I**

### **DEFINITIONS**

Unless otherwise specified, the following definitions shall apply to the terms used in this Tender Document:

1. **“Tender Document”** means Tender Document prepared by the Income Tax Department Mumbai to select vendor/contractor/service provider for procurement of goods & services in relation to setting up of a crèche facility at the Income Tax Department Office Building “Kautilya Bhavan” and any other documents provided or issued during the course of the ‘Tender Process’.
2. **“Service/Specified Service/Prescribed Service”** means providing all services & supply of goods in relation to setting up of a crèche facility at Kautilya Bhavan premises, as per Scope of Work, Terms & Conditions & other specifications provided in this Tender document.
3. **“Tender Process”** means entire selection process comprising of issue of ‘Notice Inviting Tender’ to signing of contract in response to selection of bid.
4. **“Tender Committee”** means a committee, duly constituted by the Principal Chief Commissioner of Income Tax, Mumbai, to formulate & regulate the entire tender process.
5. **“Income Tax Department Mumbai”** may also be referred to as “the department” in this tender document and is represented by the Principal Chief Commissioner of Income Tax, Mumbai.
6. **“Income Tax Department Building/Premises/Office Premises”** means Office Building named “Kautilya Bhavan” situated on Plot No. C-41 to C-43, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051.
7. **“Contract / Agreement / Contract Agreement / Services Agreement”** means the agreement to be signed between the successful bidder and the department, including all attachments, appendices, documents incorporated by reference thereto together with any subsequent modifications, to this tender document, the acceptance and all related correspondence, clarifications and presentations.
8. **“Bidder/applicant”** means the party who shall be offering the personnel, equipment(s), goods, service(s) and /or materials as required in the tender document. The word bidder when used in the pre-award period shall be synonymous with parties submitting tender bids against this tender document, and when used after the award of the contract shall mean the successful party with whom the department signs the agreement as per the ‘Terms & Conditions’, ‘Scope of Work’, and other specifications/conditions stipulated in the tender document.
9. **“Tender /Bid”** means the application/proposal submitted by bidder along with all the necessary documents.
10. **“Vendor/Contractor/Service Provider”** means the bidder who has been selected to execute the given scope of work under this tender document.

11. **“LOI”** means the letter of intent issued by the department to the bidder who has been selected as ‘Contractor/Service Provider’ towards award of contract.
12. **“The Authorized Person”** means the officer(s)/official(s) of the Income-tax Department, Mumbai, appointed by the office of the Pr. Chief Commissioner of Income-tax, Mumbai as a nodal officer/committee for monitoring/coordinating with service provider vis-à-vis successful implementation/performance of the various contractual obligation under the tender document/agreement.
13. **“Personnel”** means persons employed by the service provider under different categories viz. carpenter, architect, engineer, manual labours, supervisors, any other persons/agents of the service provider, for the execution of ‘scope of work’ under the tender document/contract.

*Date:*

*Place:*

*Read and accepted.*

*Signature and stamp of*

*Bidder or Authorized Signatory*

**CHAPTER – II**  
**INVITATION TO BIDDERS**

1. The Income Tax Department, Mumbai is set to open its new state-of-the-art office building named “Kautilya Bhavan” on Plot No. C-41 to C-43, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051.
2. The Income Tax Department Mumbai invites bids to select contractor / service provider, fulfilling the prescribed minimum eligibility criteria, for supply & installation of equipments, furniture items, allied civil & electrical works in relation to setting up of a crèche facility at the Income Tax Department Office Building “Kautilya Bhavan” on lump-sum contract basis.
3. The bidder should have good track record and relevant experience to execute specified services under the given “scope of work”.
4. The prescribed work-contract is to be executed as per the scope of work, terms & conditions, other specifications, annexure and details specified in the tender document. The bidder has to abide by all the prevailing Central / State Government / Local Bodies’ rules & regulations governing the given scope of works under this tender document.
5. Tender documents can be obtained from Room No. 373, Aayakar Bhavan, M. K. Road, Mumbai - 400 020 or can be downloaded from [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or [www.incometaxmumbai.gov.in](http://www.incometaxmumbai.gov.in).
6. The sealed bid, in prescribed formats, complete in all respect shall be submitted by Post/Courier/hand-dropped in the tender box kept at the Office of Pr. Chief Commissioner of Income-tax, Room No.373, Aayakar Bhavan, M.K. Road, Mumbai-400 020 not later than 14:00 hours on 02 day of May 2019, along with all other required documents/attachments/annexure.
7. Bids (complete in all respect) received along with Earnest Money Deposit (EMD) shall be opened as per stipulated time and date indicated in the tender document in presence of bidder/authorized representative of bidder, who have quoted and choose to be present for bid opening process. Such bidders are requested to report not later than 15:00 hours on the specified date i.e. 02.05.2019. The representative from contractor/bidder agency should come with the Govt. ID Proof and valid authorization letter on the letter head of concerned bidder agency. Bids received without EMD or exemption certificate in this regard shall be rejected straightaway.
8. Tender committee shall evaluate eligibility criteria of bidders, and select successful bidder for awarding the contract **on the basis of lowest quoted price subject to fulfillment of all Terms and conditions of the tender document.**
9. After determining the successful bidder, the department shall issue a letter of intent (LoI)/work-order in duplicate to the successful bidder who shall return one copy to the department duly acknowledged, accepted and signed by the authorized signatory of the successful bidder, within seven (07) days of receipt of the same.

10. The successful bidder, after receiving the letter of intent (LoI)/work-order, shall start rendering the prescribed services and complete the specified work within 30 days of acceptance of letter of intent (LoI)/work-order.

11. The Income Tax Department reserves the right to accept or reject any bid, and to annul the tender process at any time, without incurring any liability to the affected Bidder(s).

*Date:*

*Place:*

*Read and accepted.*

*Signature and stamp of*

*Bidder or Authorized Signatory*



### **CHAPTER-III** **ELIGIBILITY CRITERIA**

Tender bids not complying with the 'eligibility criteria' and/or not accompanying the required documents in prescribed form and manner are liable to be rejected and shall not be considered for further evaluation. The bid should adhere to the following minimum eligibility criteria:

1. The Bidders which may be reputed Companies/Firm/Agencies, engaged in the business of designing/ setting-up & operating/ managing of crèche/day-care facilities centers are entitled to submit their Bids subject to their fulfilling all Terms and Conditions.
2. The Bidders should have experience of designing/setting-up & operating/ managing of at least three crèche/day-care facilities centers either self-owned or for other clients as on 31.03.2019 (the bidder shall enclose self-attested documents viz. copy of contract agreement/work order/bills etc. indicating nature of services provided by the bidder).
3. The Applicant should have minimum two currently running (self-owned) crèche/day care facility centers and minimum two running contracts for operating/managing of similar facility centers for other clients. (The bidder shall enclose self-attested document viz. copy of contract agreement/work order/bill etc., address & contact details of the supervisor/manager of the crèche/day care centers).
4. The similarity and suitability of the experience shall be assessed by Tender Committee on the basis of documentary proof (copy of work-contract, agreement etc) furnished by applicants. Tender Committee may make cross-reference to confirm the documentary evidences. Application/Bid(s) without the documentary proof shall be liable for summarily rejection.
5. The Bidders should have turnover of Rs. 25 Lakh during any of the last three financial years i.e. 2015-16, 2016-17 and 2017-18 (the bidder shall enclose copies of financial accounts/CA certificate to show annual turnover for the specified year).
6. The bidder should be an Income-tax assessee and should have filed return of income for the last assessment year i.e. AY 2018-19.
7. The Bidder should attach a copy of the PAN, GST No., Registration Certificate etc.
8. The bidder shall furnish a list of clientele/customers to whom he has provided / providing designing/operating/ management of crèche/day-care services from April 2015 onwards along with address & contact details of their authorized persons for verification purposes.
9. **Earnest Money Deposit/Security Deposit:**
  - a) The bidder, is required to submit Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of demand draft Pay/Banker's Cheque drawn in favour of **Zonal Accounts Officer, CBDT**, payable at Mumbai, along with his bid. EMD submitted by any other mode shall be rejected.
  - b) The EMD is to remain valid for a period of 90 days beyond the bid validity period (bid validity period is 120 days from the opening date of the bid). In case the tender process takes longer than 90 days beyond the bid validity period, the successful bidder shall submit a fresh EMD of Rs. 50,000/- (Rupees Fifty Thousand only) before the expiry of earlier instrument through which the EMD was furnished.
  - c) EMD of unsuccessful bidder shall be returned to him within 15 days of the completion of bid evaluation process. However, no interest shall be paid on the EMD by the department.

- d) EMD of a bidder shall be forfeited, if the bidder withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of his bid i.e. 120 days from the opening date of the bid.
  - e) EMD of the successful bidder shall be liable to be forfeited on account of any of the following conditions:
    - i) Fails or refuses to honour his quoted prices for the services or part thereof.
    - ii) Fails to complete the specified work within 30 days of acceptance of letter of intent (LoI)/work-order
  - f) EMD of the successful bidder shall be returned after satisfactory completion of all the specified works under the contract/LOI/work-order.
  - g) EMD of the successful bidder shall be encashed to the extent of any financial liabilities, which the service provider owes to the department for violation of any terms and conditions of the contract. If the financial liabilities are more than the EMD, the service provider shall be legally bound to pay the balance liability within 15 days with 10% interest, from the date of issuance of notice of demand by the department.
8. The bidder should not have violated any provisions under any law of Central/State Government applicable to him or convicted under any laws of State relating to providing of specified services.
9. The bidders are liable to be disqualified even though they meet the eligibility criteria, if they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, requesting for claims not admissible under the contract conditions etc.
10. If the bidder does not meet any of the above requirements, his bid shall be rejected summarily. No request shall be entertained for reconsideration.

*Date:*  
*Place:*

*Read and accepted.*  
*Signature and stamp of*  
*Bidder or Authorized Signatory*

**CHAPTER-IV**  
**INSTRUCTION TO BIDDERS**

The bidders are requested to submit their bid, in compliance with the instructions which are, as under:

1. **Site-visit & General Inquiry:**

- a) Prior to the submission of bid, the bidders are requested to understand the work properly. The bidders, after receipt of the tender document, may visit the Income Tax Department office/premises, collect information, understand the work requirement, and satisfy himself about the location, and accessibility of site, nature/extent/character of services/work and obtain required clarifications, if any, in connection with the execution of the work. The bidder shall take prior appointment/permission from the authorized person of the department, before visiting the Income Tax Department office/premises for above purposes.
- b) Submission of tender bid implies that the bidder has read this notice and has made him fully aware of the scope and specifications of the work to be done, local conditions and other factors having a bearing on the execution of the work.
- c) The cost of any such visit shall be borne by the bidder.

2. **Technical Bid - Required Documents:** The bidder shall submit his technical bid in prescribed Proforma - **Form-A**. The bidder shall attach following documents to the duly filled technical bid:

- a) Self-certified copies of necessary documents to show that the bidder have experience of designing/setting-up & operating/ managing of at least three crèche/day-care facilities centers either self-owned or for other clients as on 31.03.2019
- b) Self-certified copies of necessary documents to show that the bidder have minimum two currently running (self-owned) crèche/day care facility centers and minimum two running contracts for operating/managing of similar facility centers for other clients.
- c) List of clientele/customers to whom the bidder has provided / providing designing/operating/ management of crèche/day-care services from April 2015 onwards along with address & contact details of their authorized persons.
- d) Self-certified copies of financial accounts/CA certificate to show annual turnover for the specified years.
- e) Income-tax Return Acknowledgment for Assessment year 2018-19 (relevant to FY 2017-18).
- f) Self-certified copies of PAN, PF Registration, ESI Registration, GST registration etc.
- g) Self-certified copies of incorporation certificate viz. Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship, shop establishment certificate etc.
- h) Self-certified copies of applicable licenses/registration certificates etc.
- i) Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) as specified to be furnished in the form of demand draft Pay/Banker's Cheque drawn in favour of **Zonal Accounts Officer, CBDT**, payable at Mumbai (in a separate envelope).
- j) Undertaking by the bidder, as per Rule 151 of GFR 2017, that the bidder has not been debarred due to conviction of an offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract during the last 3 years. The bidder or successor of the bidder, if debarred under the Prevention of Corruption Act, 1988,

shall also declare that he would not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment, and other undertakings in prescribed Proforma – **Annexure-A.**

- k) Proforma of Indemnity Bond, duly signed by the bidder as per **Annexure-B.**
- l) Proforma of Integrity Pact, duly signed by the bidder as per **Annexure-C.**
- m) Letter of Authorization, in duplicate, for attending the tender opening process as per **Annexure-D.** One copy shall be submitted before opening of tender bid.
- n) Check list, as per **Annexure-E,** for all the documents, certificates etc. attached with bid, as per points 2(a) to 2(m) above.

3. In absence of the required documents, as listed in Para 2 above, the tender bid is liable to be rejected at technical evaluation stage itself and in such case financial bid of the bidders shall not be opened. The successful bidder is required to produce the original copies of all the documents/certificates attached with technical bid, for verification before the tender committee on separately notified date.

4. **Financial Bid:**

- a) The bidder shall submit duly filled & certified 'Financial Bid' in prescribed **Form-B** in a separately sealed Envelope.
- b) The financial bid shall comprise the price component for all the services/personnel/materials/equipment/accessories required for satisfactory performance of work under the contract. The bidder shall quote all-inclusive charges (*plus* GST).
- c) The material costs, and service charges for providing the specified services should be workable & realistic.
- d) The Bidders shall quote the **rates in the Financial Bid** in Indian Rupees (in words & figures) only.

5. **Other Procedural Requirements for Submissions of Bid:**

- a) The bid, and other attached documents filed by the bidder shall be in the printed/typed form only.
- b) The bid documents must be properly bound/stitched/securely stapled.
- c) The documents must be page numbered and a proper index of documents must be placed.
- d) The bidders should mark/highlight all the relevant dates of validity of the certificates and corresponding page numbers should be mentioned explicitly in the check list.
- e) Each page of the bid and documents attached/enclosed with the bid must be signed and stamped. The bidder shall sign its bid with the exact name of the concern to which the contract is to be awarded.
- f) Each bidder shall submit only one bid either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

6. **Sealing and Marking of Bid:**

- a) The Technical Bid in prescribed **Form-A** along with all requisite/specified documents and EMD-envelope shall be placed in one sealed envelope super-scribed "**Technical Bid**".
- b) The Financial Bid in prescribed **Form-B** shall be kept in a separate sealed envelope super-scribed "**Financial Bid**".

- c) Both the above envelopes shall then be placed in one master envelope, sealed and super-scribed **“Tender for supply of goods & services in relation to setting up of a crèche facility at the Income Tax Department Office Building “Kautilya Bhavan”, BKC, MUMBAI”**.
- d) The tender document – Chapter-I on Definitions, Chapter-II on Invitation to Bidders, Chapter-III on Eligibility Criteria, Chapter-IV on Instruction to Bidders, Chapter-V on Scope of Work, Chapter-VI on Terms & Conditions, and Chapter-VII on Bid Evaluation, constitute integral part of bid and shall be duly signed and stamped and returned with the technical bid.
- e) The bidder’s name, telephone number, email Id and complete mailing address shall be indicated on the outer cover of all the envelopes.
- f) If the envelopes containing bid documents are not sealed and marked as required, the department shall assume no responsibility for the bid’s misplacement or premature opening.
- g) 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 shall be summarily rejected in the first instance itself.
- h) The bidder should drop his bid in the ‘Tender Box’ kept in Room No. 373, Office of Principal Chief Commissioner of Income-tax, Mumbai, Aayakar Bhavan, M.K. Road, Mumbai-400 020, by 14:00 hrs on 2<sup>nd</sup> Day of May 2019, by post/courier/hand drop. Bid sent through fax/email shall not be accepted.

**7. Correctness & Completeness of Bid Documents:**

- a) All entries in the bid should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No corrections including overwriting, overtyping, erasing or striking out shall be permitted in the bid. In such cases, the bid shall be summarily rejected.
- b) The bidder is expected to examine all instructions, forms, terms & conditions, scope of work and specifications in the bid document. Failure to furnish specified documents/information/non-compliance to any of the specified terms & conditions or submission of a bid not substantially confirming to the bid document in every respect shall result in rejection of the bid at the technical evaluation stage.
- c) Incomplete, incorrect and conditional bids shall be summarily rejected.
- d) Furnishing of any false information/fabricated document, falsification of information in any form or any discrepancy in respect of the details/information provided in the bid/attached documents would lead to rejection of the bid at any stage besides liabilities towards prosecution/other penal action under appropriate laws.

**8. Deadline for Submission of Bids:**

- a) Bid must be received by the department at the address specified not later than the time and date specified in Notice Inviting Tender. In the event of the specified date for the submission of bids being declared a holiday for the Income-tax Department, the bids shall be received up to the given time on the next working day.
- b) The department may, at its discretion, extend the deadline for submission of bids which shall be binding on all the bidders.
- c) Any bid received by the department after the deadline for submission of bids, shall be rejected and shall not be opened.

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

- a) No modification or substitution of the submitted bids shall be allowed. No bidders shall be allowed to withdraw after submission of bids; otherwise the EMD submitted by the bidder shall be forfeited. However, modifications & withdrawal of bid may be allowed in certain specified conditions viz. in pursuance of any modification/clarification issued by the department materially affecting the scope of work, terms & conditions of the contract.
- b) In case any modification is made or any clarification is issued by the department which materially affects the terms and conditions contained in the tender document, the department shall publish or communicate such modification or clarification in same manner as the publication or communication of the initial tender document was made.
- c) In case a clarification or modification is issued to the tender document, the department shall, before the last date for submission of bid, extend such time-limit, if, in its opinion more time is required by bidders to take into account the clarification or modification, as the case may be, while submitting their bid.
- d) Any bidder who has submitted his bid in response to the original invitation shall have the opportunity to modify or re-submit it, as the case may be, or withdraw such bid in case the modification to tender document materially affects the essential terms of the contract, within the period initially allotted or such extended time as may be allowed for submission of bid, after the modifications are made to the tender document by the department and the bid last submitted or the bid as modified by the bidder shall be considered for evaluation accordingly.
- e) No modification, substitution or alteration in pursuance of modification/clarification issued by the department shall be permitted to the bidder after expiry of the deadline/extended time-limit for receipt of bids.
- f) In case of permitted withdrawal of bid, the bidder shall produce withdrawal notice in Original only and each page of the notice shall be signed and stamped by authorized signatories.

**10. Requests for Information:**

- a) Bidders are required to direct all communications related to tender document to the office of the Dy. Commissioner of Income tax (HQ) Admin-II, Mumbai, Room No.373, Aayakar Bhavan, M. K. Road, Mumbai - 400 020.
- b) All queries relating to the bid, technical part, financial part or otherwise, must be in writing only to the designated contact person. The department shall not answer any communication initiated by bidders later than five working days prior to the due date of opening of the bids.
- c) If the department, in its absolute discretion, deems that the originator of the question shall gain an advantage by a response to a question, then the department reserves the right to communicate such response to all bidders.

**11. Validity of Bids:** Bids shall remain valid for 120 days after the date of bid opening prescribed by the department. A bid valid for a shorter period shall be rejected by the department as non-responsive.

**12. Non-Transferability:** The tender bid is non-transferable.

**13.** The department reserves the right to reject the bid having deviations from the prescribed terms and conditions and also without assigning any reason thereof. The

department also reserves the right to retain bids once submitted. In case of any dispute, decision of the department shall be final and binding.

*Note: Corrigendum, if any issued for the Tender Document shall form part of the Tender Document. Corrigendum shall be posted on [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or [www.incometaxmumbai.gov.in](http://www.incometaxmumbai.gov.in). Hence, bidders are requested to visit the website regularly and note such corrigendum / amendments to the Tender Document without fail and submit the offer accordingly. The department is not responsible for ignorance of corrigendum published/to be published, if any, in this regard.*

*Date:*

*Place:*

*Read and accepted.*

*Signature and stamp of*

*Bidder or Authorized Signatory*

**CHAPTER-V**  
**SCOPE OF WORK**

1. The service provider shall set-up a crèche/daycare facility center as per standard market/approved specifications in designated area/space approximately 1000 sq.ft provided by the department on Ground Floor of Kautilya Bhavan Building.
2. The above crèche facility shall have capacity to accommodate minimum 15 children of different age groups.
3. The service provider/contractor shall provide all equipments, furniture, fixtures, pantry-consumables, learning materials, civil/electrical works etc. in relation to setting-up of said crèche facility.
4. The Contractor shall get approval of design & product specification from the authorized person of the department before start of work/services and complete the entire work as per satisfaction of the department.
5. The suggestive schedule of work (supply of goods & services) is as under:

<b>Civil</b>				
<b>S. No.</b>	<b>Item</b>	<b>Specifications</b>	<b>unit</b>	<b>Qty</b>
1	<b>Demolition Work</b>	Demolition and removal of debris from site		
2	<b>Toilet Granite</b>	Providing and fixing Indian marble counter 20mm and 3" fascia with polish		
3	<b>Tile Work in Toilets</b>	Providing and fixing of tiles 2' X 1' with cement		
4	<b>Diaper Changing Counter</b>	Providing and fixing Indian marble counter 20mm and 3" fascia with polish		
5	<b>Pantry Counter</b>	Providing and fixing Indian marble counter 20mm and 3" fascia with polish	SF	15
<b>Carpentry</b>				
1	<b>Pantry Storage</b>	Providing and fixing 18mm commercial ply with approved internal 0.8mm thick laminate and 1.1mm thick external laminate. Brand- Oswal ply, Century and Greenply	SF	30
2	<b>Storage</b>	Providing and fixing 18mm commercial ply with approved internal 0.8mm thick laminate and 1.1mm thick external laminate. Brand- Oswal ply, Century and Greenply	SF	30
3	<b>Fencing</b>	Providing and fixing with approved paint finish. Brand- Glo, Shera or similar	sq. ft.	60
4	<b>Cubbies (with paint)</b>	Providing and fixing 18mm mdf with approved paint finish	nos.	15
5	<b>Curtain Rod</b>	Providing and fixing of SS 2inch dia rod	nos.	1
6	<b>Mirror</b>	Providing and fixing saint gobain mirror with a film	nos.	11



7	<b>Glass door</b>	Providing and fixing 12mm toughened glass	nos.	1
<b>Loose Furniture</b>				
1	<b>Table for Children</b>	As per approved design finished in 25mm pine wood and hand polish	nos.	5
2	<b>Infant chair</b>	as per approved design finished in 25mm pine wood and hand polish	nos.	2
3	<b>Toddler chair</b>	as per approved design finished in 25mm pine wood and hand polish	nos.	10
4	<b>Adult stool</b>	as per approved design finished in 25mm pine wood and hand polish	nos.	3
5	<b>Shelves</b>	as per approved design finished in 25mm pine wood and hand polish	nos.	11
6	<b>Children Dining Table</b>	as per approved design finished in 25mm pine wood and hand polish	nos.	1
7	<b>Staircase</b>	as per approved design finished in 25mm pine wood and hand polish	nos.	1
8	<b>Kiosk</b>	as per approved design finished in 25mm pine wood and hand polish	nos.	1
9	<b>Crockery Unit</b>	as per approved design finished in 25mm pine wood and hand polish	nos.	1
10	<b>Sofa</b>	as per approved design finished in 25mm pine wood and hand polish and fabric	nos.	1
11	<b>Book Shelf</b>	as per approved design finished in 25mm pine wood and hand polish	nos.	1
12	<b>Shoe rack</b>	as per approved design finished in 25mm pine wood and hand polish	sq. ft.	24
13	<b>Kids Bench</b>	as per approved design finished in 25mm pine wood and hand polish	RF	4
14	<b>Teacher Work Table</b>	In 18mm commercial ply with approved internal 0.8mm thick laminate and 1.1mm thick external laminate. Brand-Oswal ply, Century and Greenply	sq. ft.	1
15	<b>CH Work Chair</b>		nos.	1
16	<b>Sofa for Nursing Mother</b>	<b>Fabric Sofa</b>	nos.	1
<b>Paint</b>				
1	<b>Paint Touch-ups</b>	Approved plastic paint for ceiling and royal paint for wall with 2 coats of paint and 1 coat primer		

<b>Plumbing</b>				
1	<b>Child WC</b>	Providing and fixing of approved make. Jaquar or similar	nos.	1
2	<b>Child sink</b>	Providing and fixing of approved make. Jaquar or similar	nos.	1
3	<b>Pillar Cocks</b>	Providing and fixing of approved make. Jaquar or similar	nos.	1
4	<b>Angle cocks</b>	Providing and fixing of approved make. Jaquar or similar	nos.	1
5	<b>Jet sprays</b>	Providing and fixing of approved make. Jaquar or similar	nos.	1
6	<b>Waste coupling, bottle trap for Wash basin</b>	Providing and fixing of approved make. Jaquar or similar	nos.	1
7	<b>Basin 1'x1'4"</b>	Providing and fixing of approved make. Jaquar or similar	nos.	1
8	<b>Plumbing</b>	Providing and fixing of approved make. Jaquar or similar		1
<b>Roller Blinds</b>				
1	<b>Roller Blinds</b>	Providing and fixing roller blind. Cream colour 2" slats, 72" height. Brand- Mac, Nova	sq. ft.	650
<b>Access Control</b>				
1	<b>Electromagnetic lock</b>	EM lock. Spectra or Godrej or similar	nos.	1
<b>Electrical</b>				
1	<b>Led panel light</b>	Round 15 watt, 22 watt and 12 watt. Panasonic or similar make.	nos.	15
2	<b>Cove T5</b>	Philips or similar make	nos.	6
<b>Prints</b>				
1	<b>Vinyl prints on glass door.</b>	1mm thick, matte finish, sticker print.	sq. ft.	150

<b>White Goods</b>			
<b>S.</b>	<b>Item</b>	<b>Specifications</b>	<b>Quantity</b>

<b>No.</b>			
1	Bluetooth Speaker	6W. Sony or similar	1
2	Bottle Sterilizer	Steam, Sterilizer and bottle warmer. 2 bottle compact. Mee Mee or similar	1
3	Microwave	20L solo microwave oven. Samsung or similar	2
4	Refrigerator	190 L with freezer, 3 star rating. Haier or similar	1
5	CCTV system	8 channel HD DVR with HDMI port, wifi and audio recording included. 8 analog HD cameras with IR and mics. 2 TB Surveillance HDD. Wiring as applicable. CP Plus or similar (HDD - Western Digital or similar)	As specified
6	RO	Kent or similar - 8 L capacity, RO + UF + UV + TDS	1
7	Laptop + Windows 10 OS + Microsoft Office	Laptop - 1TB HDD, 4 GB RAM, Core i3 processor 7th gen, front HD camera, wifi, bluetooth, USB ports, HDMI/VGA out, inbuilt mic, headphone (with mic) port, 15.6 inch HD screen. Dell/HP or similar.	1
8	Printer	Colour inkjet Printer scanner copier all-in-one with multiple document feeder. HP or similar	1
9	Washer Machine	7kg fully automatic washing machine. Siemens or similar	1
10	Dryer	7 kg dryer. Siemens or similar	1
<b>Centre Requirements</b>			
<b>S. No.</b>	<b>Item</b>	<b>Specifications</b>	<b>Quantity</b>
1	Socks & Nets (for 4 caregivers)	Cotton Socks	8
2	Hair Nets		4
3	First Aid Kit for Children with medicines such as Calpol, Soframycin etc.		1
4	Aprons for Care givers		4

5	Diaper Changing Mat	From FirstCry or Similar	1
6	Kitchen Roll Holders		2
7	Aprons for 15 children		30
8	1 Fire Blankets	Home BRIDELA 6'x4' Certified to BS EN 1869 or similar	
9	Dhurri & Curtain	3 feet by 6 feet dhurri	1
10	Curtains for Nursing Area	5 ft by 7 ft curtains	4
11	Mattresses for Sleeping	Single 25mm foam mattresses with rexine cover of 3 sizes - 2 feet * 3 feet; 2.5 feet * 3.5 feet, 3 feet * 4 feet	15
12	Movement Mattress	Single 25mm foam mattresses with rexine cover of size - 3 feet * 5 feet	1
13	Fire Extinguishers	CO2 type	2
14		ABC type	1
15	Diaper changing station	25 kg, 85.5 x 57 x 56 cm. Wall mounted or similar	1

#### Learning & Toy Materials

S. No.	Item	Specifications	Quantity
1	Books, Learning Materials, Puzzles, Musical Instruments, Puppets etc.	Standard	Sufficient quantity for 15-20 children
2	Play Material - Slide, Seesaw, ride-ons etc.		
3	Stationery - charts, crayons, pencils, pens etc.		

#### Pantry, Cleaning & Other Materials

S. No.	Item	Specifications	Quantity
1	15 sets of crockery & cutlery for children's eating. To include - plates, small plates, bowls, glasses, spoons, forks and knives	All utensils to be of steel	15 sets
2	8 sets of crockery & cutlery for adult's eating. To include - plates, small plates, bowls, glasses, spoons, forks and knives	Crockery should be microwavable	8 sets
3	Microwable Bowls	Standard	3

4	Other pantry equipment - steel bowls, tongs, microwave lids, spon stand, tubs, dusters, storage jars, water bottles	Standard	Sufficient quantity for 15-20 children
5	Garbage Bins		5
6	Garbage Bags	Big & Small Sizes	4 sets
7	Sanitizers & Hand Wash		Sufficient quantity for 15-20 children
8	floor cleaners		As required
9	Room Freshners		
10	Tissue Rolls - Kitchen & Toilet		As required
11	Contingency Diapers, Wet Wipes etc.		
12	Contingency Bedsheet & Blankets		4

6. The contractor/bidder shall get approval of design & other product specifications from the authorized person of the department. The contractor, while completing his work shall ensure proper disposal of all debris, waste materials etc. to designated garbage collection/disposal area. The Income Tax Department shall have the absolute right to determine, change and alter the product specifications, design & type to suit the requirements of the department.

*Date:*

*Place:*

*Read and accepted.*

*Signature and stamp of*

*Bidder or Authorized Signatory*

**CHAPTER-VI**  
**TERMS & CONDITIONS**

1. The price quoted by the bidder in the Financial Bid should be inclusive of all costs, taxes and charges by whatever name called and no other charges will be paid extra on any account for supply of items & services as provided in the scope of work.
2. The carpenter, architect, engineer, manual labours, supervisors, any other persons/agents employed/deputed by the bidder for execution of specified services should have sufficient experience to perform duties satisfactorily. The personnel employed by the bidder should be skilled, trained, healthy and medically fit, alert, polite, courteous and able to perform his duties diligently. He should be properly dressed and disciplined. Any discourteous behaviour on their part may lead to termination of the contract.
3. In the course of his duty, the personnel employed by the bidder shall not spoil the office space in any manner whatsoever. The personnel shall not disturb /cause inconvenience to the officials & visitors or any third party or their property in any case.
4. It will be the sole responsibility of the bidder to pay salary and other perks to the personnel employed by him for executing the given scope of work, meeting all statutory obligations and no complaints by the said personnel in this regard will be entertained by the Income Tax Department.
5. Income Tax Department on its part shall not be liable to pay any charges, dues, compensation etc. under any of the industrial loss or other loss applicable in this behalf to the said personnel which shall be the responsibility of the bidder only who shall be the employer of such personnel.
6. The bidder shall adhere to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, Equal Remuneration Act, 1970 and rules made there under.
7. Any incident of misconduct by the personnel employed by the bidder shall be viewed seriously and suitable replacement shall be made immediately.
8. Income Tax Department shall not accept any claim in the event of the personnel engaged/employed by the bidder sustaining any injury, damage or loss to either person or property either inside or outside Kautilya Bhavan premises.
9. The bidder shall supply goods & services as per standard market practice and as approved by the authorized person of the department.
10. The Bidder shall complete the work awarded to him within 30 days of issue of letter of intent/work-order. In case the successful bidder fails to commence and complete the work or does not render satisfactory services within the stipulated time-period of 30 days, the contract awarded to him shall be cancelled immediately after serving notice allowing 7 days time period. Further, EMD shall be liable to be forfeited as prescribed in the Tender Document. In this connection, the decision of the Department shall be final and binding on the bidder.
11. **Cost:** The service provider shall quote all inclusive charges/cost for supply of specified goods & services, transportation, erection/fabrication, and other material & labour cost. **No claim for any of the separate requirements relating to the given scope of work shall be entertained by the department.**
12. **Terms of Payment:**
  - i) No advance payment would be made in any case.
  - ii) Payment of 100% of the contract amount shall be made after completion of the entire work as specified in the scope of work and after submission of

- 'Work Completion Certificate' which shall be obtained from the authorized representative of the Department appointed for this purpose.
- iii) The bidder shall not have any legal right to proceed against the Department in the event of late payment due to unforeseen reasons.
  - iv) No demand for revision of rate on any account shall be entertained during the contract period.
15. **Penalty:** The bidder shall ensure that the above works shall be completed as per standard norms without causing any damage/defects to any property of the department. In case any damage occurs due to poor handling the same has to be made rectify by the bidder without any extra cost to the Department failing which the same shall be carried by the Department at the bidder's risk & cost and the same shall be recovered from the EMD amount & bidder's bills. Penalty up to Rs. 500/ - may be imposed for every single incident of noncompliance to the terms and conditions of the contract. The said penalty amount shall be deducted from final bill of payment due to the bidder.
16. In case the supplies of goods & services are not found satisfactory, Income Tax Department shall be at a liberty to withhold any payment/s that may be due to the bidder, till such time such supply/services are rendered to the satisfaction of the Income Tax Department.
17. The bidder shall acknowledge that he has made himself fully acquainted with all the conditions and circumstances under which the supply of items/services required under the contract will have to be provided and the terms, clauses and conditions, specifications and other details of the contract. The bidder 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.
18. The bidder will be responsible for the execution of entire work and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any act of negligence, omission or commission, whether intentional or otherwise, of the bidder or any of the personnel deployed by the bidder 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 premises of Income-tax Department from any act of omission or commission of any of the workers, agents, any others deployed by the bidder in the course of providing any services stated in this contract.
19. The bidder will be responsible for any loss of property to department arising out of the negligence of the personnel employed by him. Decision of the department as to the cost of damages caused shall be final and shall be recovered from the bidder.
20. The bidder will have to fulfill the safety rules, security rules as governed by the applicable rules/laws, for the representatives of the bidder, prevailing from time to time.
21. The bidder's Supervisor shall be responsible to supervise the job in person, ensure its smooth performance and his presence at site during the work shall be deemed compulsory.
22. In case of dispute, the matter shall be settled mutually, failing which the decision of the Authorized Person of the Department shall be final and binding on the bidders. The department reserves the right to accept any bid or to reject any or all bids at its sole discretion without assigning reasons whatsoever. The bid inviting authority does not bind to accept the lowest bid.

23. The department shall be free to either reduce or increase the quantum of work order prescribed in this tender document on the same terms and conditions during the contract period. The payment value of the altered work-order shall be reduced or increased, as the case may be, on pro-rata basis by the department and the decision of the department shall be binding in the matter.

*Date:*

*Place:*

*Read and accepted.  
Signature and stamp of  
Bidder or Authorized Signatory*



**SECTION-VII**  
**BID EVALUATION**

1. The Department shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
2. If there is discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, the Department will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by the Department. Further, without affecting the sanctity of the prescribed eligibility criteria, the department 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.
3. Financial bids shall be opened of those bidders whose qualifying bids found successful. **The Successful bidder shall be determined on the basis of lowest quoted price subject to fulfillment of all Terms and conditions by the Bidder.**
4. The results of the tender process shall be communicated in writing to the successful bidder.

*Date:*  
*Place:*

*Stamp/ Seal of the Bidder*  
*Name and Signature of the*  
*Authorized Signatory*

**FORM-A**  
**TECHNICAL BID BID**

1. EARNEST MONEY DEPOSIT (EMD)	Demand Draft No. _____ dated _____ for Rs. _____ (Rupees _____ only) drawn on ( Name of the Bank)_____ in favour of <i>Zonal Accounts Officer, CBDT</i> , payable at Mumbai (To be enclosed with technical bid in a separate envelope)	
Bidder/Contractor Agency Profile		
Sr. No.	Required Information	
1.	Name and registered address of the agency/firm/company	
2.	Legal status & incorporation details of business establishment (individual / proprietor, partnership firm, limited company, corporation, cooperative society, etc.) <i>(Please attach self-certified copies of incorporation certificate viz. Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship)</i>	
3.	Name, designation, and telephone nos. of the contact person/authorized representative Tel. No. Mob. No. Fax No. E-mail id	
4.	Month and Year of commencement of specified business. <i>(Please attach proof as prescribed)</i>	
5.	Statutory details <i>(Please attach self-attested photocopies)</i> <ul style="list-style-type: none"> <li>• Registration number of the agency (As per Shop and Establishment act.)</li> <li>• PAN No.</li> <li>• PF - Registration number</li> <li>• ESI – Registration number</li> <li>• GST – Registration number</li> </ul>	
6.	Income Tax Return details for AY 2018-19 <i>(Please attach ITR acknowledgment)</i>	Gross Income  Net Income
7.	List of present and past clients of the bidder to whom he has provided services	

relating to designing/operating/ management of crèche/day-care (Please use separate sheet for each) as per the following format. <i>(Please attach self-certified copies of work orders issued by concerned organization for previous as well as ongoing contracts, duly indicating the specified key indicators)</i>					
Sr. No	Name of the organization with complete postal address	Name and designation of the contact Person with Tel./ Mobile No (s)	Period of work completion	Nature of work	Value of contract
8.	<b>Financial Capabilities.</b> Please provide the following details of specified business & attach year-wise audited balance sheet and P&L account (Statement of accounts) from FY 2016-17. <i>Please also attach self-certified copies of company auditors/chartered accountants' certificate for annual turnover &amp; certifying that the bidder is engaged in specified category of business during the intended period)</i>				
	<b>Details</b>	FY 2016-17	FY 2017-18	FY 2018-19	
	Annual Turnover				
9.	Details of pending litigations, details of terminated/abandoned contracts due to litigation. If yes, please provide complete details with nature of complain/litigation <i>(If there is pending litigation, terminated/abandoned contracts due to litigations and other cases, the tender bids are liable to be rejected as per terms &amp; conditions of the tender document)</i>				

*Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above shall render the bid to be rejected.*

I, \_\_\_\_\_ Son/Daughter/Wife of  
Shri \_\_\_\_\_ Proprietor/Partner/Director, authorized  
signatory of the Company /Agency /Firm \_\_\_\_\_, is competent to sign  
this tender bid form;

2. I have carefully read and understood all the terms and conditions of the tender document and undertake to abide by them;

3. The information/documents furnished along with the above bid are true and correct to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:  
Place:  
Seal:

Signature of authorized person  
Full Name:

**FORM-B**  
**FINANCIAL BID**

Having examined the tender document, inspected the Income Tax Department Office Premises "Kautilya Bhavan", Mumbai and having submitted the technical bid, in prescribed Form-A, for the same, I/we, the undersigned, hereby submit the financial bid for supply of goods & services in relation to setting up of a crèche facility at the Income Tax Department Office Building "Kautilya Bhavan", as per detailed scope of work provided in Chapter-V of the tender document, as under:

<b>Rate Chart</b>			
	Particulars	Rate	Amount
	Labour Costs		
	Material Costs		
	Other Charges		
Less:	Value of scrap		
	Value of Contract		
Add:	Applicable Taxes		
	Total		

Total Value of Contract: Rs. \_\_\_\_\_  
(in words: \_\_\_\_\_)

**DECLARATION BY THE BIDDER**

1. I/We hereby certify that the information's furnished above are true and correct to the best of my/our knowledge and belief. In case any discrepancy is found in the above statement at any stage, the contract shall be liable to be terminated.
2. I/We also certify that the rates have been quoted after understanding properly the 'Scope of Work', 'Terms & Conditions', and other details specified in the 'Tender Document'

Date:

Signature of authorized person

Place:

Full Name:

Seal:

Name of the bidder/bidder agency

Full Postal Address & Tel. No.

**ANNEXURE-A**  
**UNDERTAKING LETTER**

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

To  
The Pr. Chief Commissioner of Income-tax,  
Aayakar Bhavan,  
Mumbai.

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

Dated \_\_\_\_\_

Sir,

I/We hereby undertake for supply of goods & services in relation to setting up of a crèche facility at the Income Tax Department Office Building “Kautilya Bhavan”, Mumbai, as specified in the tender document and agree to hold this offer open for a period of 120 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/we have understood the Instructions to Bidders and Terms and Conditions, Scope of Work, other details, aspects of the tender document 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.

3. I/We hereby certify that we have the required experience to perform given scope of work in relation to setting up of a crèche facility center. I/we further certify that we have required personnel capacity and other resources to successfully execute the given scope of work.

4. I/We hereby certify that we have sufficient financial capacity and ability to fulfill all statutory dues requirements by State/ Central Government/ Local Bodies in present and future with respect to this tender contract.

5. I/We hereby certify that we have all the necessary/required documents/certificates/licenses, as enumerated under this tender document and also as required under the laws. We have attached self-certified copies of all the required documents with the tender bid form.

6. I/We also accept all the terms and conditions of this tender document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

7. I/We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between both the parties.

8. I/we hereby declare/undertake that there is no pending litigation against us/ filed by us; and that there are no previous work/service contracts undertaken by us which have been terminated/ abandoned due to such litigations/complaints.

9. I/We hereby confirm and declare that I/we, M/s \_\_\_\_\_, is not debarred for being convicted of an offence under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract during the last 3 years.

10. I/We further declare that M/s \_\_\_\_\_ or any of its successors, if debarred under the Prevention of Corruption Act, 1988 shall not be eligible to participate in the procurement process of the department for a period of 3 years from the date of debarment.

**Declaration by the Bidder:**

This is to certify that I/We before signing this tender bid have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Yours faithfully,

*Signature and stamp of the Bidder  
or Authorized signatory*

Dated this \_\_\_\_ day of \_\_\_\_\_ of 2019

**ANNEXURE-B**  
**INDEMNITY BOND**

(To be executed by the Bidder on the Stamp Paper of Rs. 500/- subsequent to award of contract)

This INDEMNITY made on \_\_\_\_ (Date) \_\_\_\_ day of \_\_\_\_ (Month) \_\_\_\_ of 2019 between \_\_\_\_ (Name & Address of the Bidder) \_\_\_\_ (hereinafter referred to as the “Indemnifier”, which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and assigns ) of the ONE PART and the Income-tax Department (hereinafter referred to as “the department” which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and permitted assigns) of the OTHER PART

2. WHEREAS by contract agreement dated \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_, I/we agree to supply of goods & services in relation to setting up of a crèche facility services at the Income Tax Department Office Building “Kautilya Bhavan” on Plot No. C-41 to C-43, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051.

3. NOW THIS PRESENTS WITNESSES AS FOLLOWS:

Pursuant to the said Agreement and in consideration of the premises, I/we, the Indemnifier hereby agree and undertake to indemnify and keep the department indemnified

3.1 Against any claim which could arise under the Workmen’s Compensation Act, 1953 and/or under any statutory notification thereof or any of the labour laws or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained, to lay off the personnel engaged by me/us or other persons whose entry into the office of the Income Tax Department “Kautilya Bhavan”, has been authorized by me/us.

3.2. Against any loss to the property and assets of the department which have been caused by negligence or unlawful activity of the personnel deployed by me/us in the premises of the department. We also indemnify that the decision of the administration as to the cost of damages caused shall be final and shall be deducted from outstanding dues payable to me/us.

3.3 Against any claims, losses, expenses which the department may suffer or incur as a result of breach of contract.

3.4 I/we further indemnify and keep the department indemnified that I/we shall be responsible for the conduct of all personnel deployed by me/us and shall 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, by me/us or any of the personnel, agents and others deployed by me/us in the course of providing any services stated in this contract, and I/we shall bear full responsibility and cost of the same.

3.5 I/we further agree that the indemnity hereinabove contained shall remain in full force and effect during the currency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till the department is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by me/us.

3.6 I/we also undertake not to revoke this indemnity during its currency of contract and the department shall not be liable for any loss or harm to any person within or outside the premises of the department from any act of omission or commission of any of the personnel, agents any others deployed by me/us in the course of providing any services stated in this contract.

3.7 I/we also indemnify the department and/or its employees against all actions, claims, costs, damages, proceedings, suits or any other consequences whatsoever which shall or may be brought or made against the department and/or its employees by anyone whomsoever or which the department may pay, suffer or sustain due to non-compliance of terms and conditions of or representation therein by or on behalf of the Indemnifier.

3.8 Without prejudice to the above, I/we further indemnify that I/we shall be liable to reimburse the department of any cost, legal liability, penalty or fine imposed on the department by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, by me/us or any of the personnel deployed by me/us in the course of providing any services stated in this contract.

4. IN WITNESS WHEREOF THE above named (Name of Indemnifier) has/ have executed these presents on the day, month and year first written above Signed and delivered by the within named .....

IN THE PRESENCE OF  
WITNESS:

Signature(s) of the Indemnifier(s)



**ANNEXURE-C  
INTEGRITY PACT**

**(To be submitted on Rs. 100/- stamp paper)**

**The Principal Chief Commissioner of Income-tax, Mumbai (represented by the Authorized Person)**, having office at Room No. 373, 3<sup>rd</sup> Floor, Aayakar Bhavan, M.K. Road, Mumbai – 400 020, hereinafter referred to as the ‘the department’,

AND

(Name of the Bidders and consortium members) ..... hereinafter referred to as "The bidder/service provider/contractor".

**Preamble:** The Income – tax Department intends to award, under laid down organizational procedures, contract for Tender No. .... The department values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its bidders. The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations.

**Section 1. Commitments of the Department**

**(1)** The department commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the department, personally or through family members, shall in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The department shall, during the pre-contract stage, treat all BIDDERS alike, and shall provide to all BIDDERS the same information and shall not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

(c) The department shall exclude from the process all known prejudicial persons.

**(2)** If the department obtains information on the conduct of any of its employees which is a criminal offence under the relevant anti-corruption laws of India, or if there be a substantive suspicion in this regard, the department shall inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the department, the proceedings under the contract would not be stalled.

**Section 2. Commitments of the Bidder / Service Provider / Contractor**

**(1)** The bidder/service provider commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post- contract stages. He commits himself to observe the following principles during the contract execution.

(a) The bidder/service provider shall not, directly or through any other person or firm, offer, promise or give to any of the department's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.

(b) The bidder/service provider shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the tender process.

(c) The bidder/service provider shall not commit any offence, under the relevant anticorruption laws of India; further the bidder/service provider shall not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the department, as part of the business relationship, regarding plans, technical bids and business details, including information contained or transmitted electronically.

(d) The bidder shall not collude with other parties interested in the contract to impair the transparency, fairness and progress of the tender process, bid evaluation, contracting and implementation of the contract.

(e) The bidder/service provider shall, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

(f) The bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(g) The bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Income-Tax Department.

**(2)** The bidder/service provider shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3. Disqualification from or exclusion from future contracts**

1. If the bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as bidder, into question, the department is entitled to disqualify the bidder from the tender process, or to terminate the contract, if already signed, for such reason.

2. If the bidder/service provider has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the department is entitled to disqualify the bidder/service provider from the tender process, terminate the contract if already awarded and also, to exclude the bidder/service provider from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of the transgression. The severity shall be determined, by the circumstances of the case, in particular the number of transgressions, the position of the

transgressions within the hierarchy of the concern of the bidder and the amount of the damage. The execution shall be imposed for a minimum of 6 months and maximum of 3 years.

3. The bidder accepts and undertakes to respect and uphold, the department's absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken.

#### **Section 4. Compensation for damages**

1. If the department has disqualified the bidder, from the tender process prior to the award, according to Section-3, the department is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the department has terminated the contract according to Section-3, or if the department is entitled to terminate the contract according to Section-3, the department shall be entitled to demand and recover from the service provider, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts, without protest or demur.

#### **Section 5. Previous transgression**

1. The bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Central/State Govt. organization or PSU, that could justify his exclusion from the award of the contract.

2. If the bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

3. The bidder or any of its partners/directors, etc., should not have been blacklisted/debarred by any of the government agencies or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws, etc. by any court or any authority appointed to enforce any labour laws.

#### **Section 6. Equal treatment of all Bidders/Service Providers/Sub-Contractors**

1. The bidder/service provider undertakes to demand from all sub-contractors, a commitment in conformity with this Integrity Pact, and to submit it to the department before contract signing.

2. The department shall enter into agreements with identical conditions as this one which all bidders, service providers and sub-contractor.

3. The department shall disqualify all bidders from the tender process, who do not sign this part or violates its provisions.

#### **Section 7. Criminal charges against violating Bidders/ Service Providers**

1. If the department obtains knowledge of conduct of a bidder/service provider or sub-contractor, or of an employee, or a representative, or an associate of a bidder/service provider, or sub-contractor, which constitutes corruption, or if the department has

substantive suspicion, in this regard, the department shall take necessary action accordingly.

**Section 8. Pact Duration**

1. This pact begins when both parties have signed it. It expires 12 months after the last payment under the contract agreement is made.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined the department.
3. The Pact duration in respect of unsuccessful bidders shall expire after 3 months of the award of the contract.

**Section 9. Other Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the department, i.e. Mumbai, Maharashtra
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
3. If the bidder / service provider is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement, to their original intentions.

For the Department  
Mumbai.

For the Bidder/Service Provider Place:

Witness-1 : .....

Witness-2 : .....

Date :

**ANNEXURE-D**  
**Letter of Authorization for Attending Tender Bid Opening**  
**(To reach on or before date of bid opening)**

Date:

To

The Principal Chief Commissioner of Income-tax,  
Mumbai.

Sir,

Subject: Authorization for attending tender bid opening on ..... (Date) in the  
Tender for.....

Following persons are hereby authorized to attend the tender bid opening for the  
tender mentioned above on behalf of ..... (Bidder) in order of  
preference given below:

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
I.		
II.		

Signature and Seal of the bidder

Or

Officer authorized to sign the tender bid  
on behalf of the bidder

**Note:**

1. Maximum of two representatives shall be permitted to attend tender bid opening. In cases where it is restricted to one, first preference shall be allowed. Alternate representative shall be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where tender bids are opened may be refused in case authorization as prescribed above is not received.

**ANNEXURE-E**  
**CHECK-LIST**

TENDER FOR PROCUREMENT OF GOODS & SERVICES IN RELATION TO SETTING UP OF  
A CRÈCHE FACILITY AT INCOME TAX DEPARTMENT OFFICE, KAUTILYA BHAVAN,  
MUMBAI

Name and Address of the Bidder:

Name of the Authorized Representative of the Bidder:

(i)

(ii)

**SUMMARY OF COMPLIANCE TO TENDER BID**

Sr. No.	Description of Requirement	Yes/No	Page No.
1.	Whether Demand Draft/Pay order of Rs. Fifty Thousand for EMD enclosed (unless exempt)?  If Yes, (i) Date & No. of the DD/Pay Order  (ii) Name of the Bank & Branch		-
2.	Technical Bid – Form A		-
3.	Whether each page of the tender document is signed?		
4.	Whether self-certified copies of necessary documents to show that the bidder have experience of designing/setting-up & operating/ managing of at least three crèche/day-care facilities centers either self-owned or for other clients as on 31.03.2019, have been attached?		
5.	Whether self-certified copies of necessary documents to show that the bidder have minimum two currently running (self-owned) crèche/day care facility centers and minimum two running contracts for operating/managing of similar facility centers for other clients, have been attached?		
6.	Whether list of clientele/customers to whom the bidder has provided / providing designing/operating/ management of crèche/day-care services from April 2015 onwards along with address & contact details of their authorized persons, have been attached?		
7.	Whether self-certified copies of financial accounts/CA certificate to show annual turnover for the specified years, have been attached?		
8.	Whether income-tax return for assessment year 2018-19 (FY 2017-18) has been attached?		
9.	Whether self-certified copies of PAN, PF Registration,		

	ESI Registration, GST registration, have been attached?		
10.	Whether self-certified copies of incorporation certificate viz. Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship, have been attached?		
11.	Whether self-certified copies of applicable License/registration certificates etc., have been attached?		
12.	Whether undertaking letter as per <b>ANNEXURE-A</b> , has been attached?		
13.	Whether Indemnity Bond as per <b>ANNEXURE - B</b> , has been attached?		
14.	Whether Integrity Pact, duly signed by the Bidder as per <b>ANNEXURE - C</b> , has been attached?		
15.	Whether Letter of Authorization for Attending Bid Opening as per <b>ANNEXURE-D</b> , has been attached?		
16.	Whether Financial Bid in <b>Form-B</b> , has been submitted in a separate sealed cover?		

Date:  
Place:

*Stamp/ Seal of the Bidder  
Name and Signature of the  
Authorized Signatory*