



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

TENDER DOCUMENT DATED 05.11.2018

FOR

**OUTSOURCING OF HOUSEKEEPING & OTHER FACILITY
MANAGEMENT SERVICES**

AT

INCOME TAX DEPARTMENT OFFICE

KAUTILYA BHAVAN

C41-C43, G-BLOCK, BKC, MUMBAI

Last Date for Submission of Application: 14:00 Hours on 28.11.2018

Date of Opening of Technical Application: 15:30 Hours on 28.11.2018

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{(022)22121062
(DIRECT)
(022) 2209 6738 (FAX)
(022)22039131
EXTN.2345

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

Ref. No.: Pr. CCIT/MUM/Admin-III/H&FMS/Kautilya Bhavan/2018-19 Date: 05.11.2018

NOTICE INVITING TENDER

The Income - tax Department Mumbai, invites sealed tenders under the two bid system, from reputed and experienced agencies for outsourcing of housekeeping and other facility management 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, as per the 'Scope of Work', 'Terms & Conditions', and other details specified in the 'Tender Document'.

2. Interested applicants may download the 'Tender Document' from the Income Tax Department websites www.incometaxindia.gov.in or www.incometaxmumbai.gov.in or obtain from the Room No.37, Aayakar Bhavan, M. K. Road, Mumbai - 400 020 on all working days up to 27.11.2018 from 11:00 hours to 17:00 hours. Last date for submission of application is 28.11.2018 till 14:00 hours. The date of opening of application is 28.11.2018 on 15:30 hours.



05/11/2018
(ABHISHEK KUMAR)
Income-tax Officer (HQ)(Admin)-III,
Mumbai

TENDER DATA SHEET

Tender No.	Pr. CCIT/MUM/Admin-III/H&FMS/Kautilya Bhavan/2018-19 dated 05.11.2018
Nature of Work	Out-sourcing of housekeeping and other facility management services at the Income Tax Department Office Building “Kautilya Bhavan”.
Date of Publishing of Tender Document	05.11.2018
Tender Document download start date / availability date	05.11.2018
Tender Document availability last date	27.11.2018
Tender Application Submission Start Date	08.11.2018
Tender Application Submission End Date	28.11.2018 till 14:00 hours
Date of opening of Technical Bid	28.11.2018 on 15:30 hours
Date of opening of Financial Bid	The financial bid may generally be opened on the same day i.e. 28.11.2018 after completion of technical bid evaluation process or any other separate date notified by the tender committee.
Tender documents can be obtained from:	Room No. 37, Aayakar Bhavan, M. K. Road, Mumbai-400020 or can be downloaded from www.incometaxindia.gov.in or www.incometaxmumbai.gov.in .
Tender Application Submission Mode & Place	Application to be submitted by Post/Courier/hand-dropped in Tender Box kept at Office of Pr. Chief Commissioner of Income-tax, Room No. 37, Aayakar Bhavan, M. K. Road, Mumbai-400 020.
Place of Opening of Tender Application	R. No. 379, 3 rd Floor, Aayakar Bhavan, M. K. Road, Mumbai-400 020
Period of Contract	From the date of commencement of contract to 31 st March 2020 (extendable for further period of 1 year at a time subject to maximum of 2 years extension at the discretion of the Department)
Mobilization Period	Income Tax Department shall give 7-days’ time from the date of signing of contract for mobilization of resources to start the Specified Work.
Earnest Money Deposit (EMD)	Rs. 4,00,000/- (Rupees Four Lakhs only)
<p>Note: Interested applicants 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 application. Applicants are requested to visit Income Tax Department Website www.incometaxindia.gov.in or www.incometaxmumbai.gov.in for any clarification/corrigendum/addendum to this tender document till due date. Any correspondence with respect to any clarification, should be addressed to the Authorized Person; contact details of authorized person are as under:</p> <ul style="list-style-type: none"> ➤ Shri Abhishek Kumar ITO (HQ) Admin-III, Mumbai, Room No.345, Aayakar Bhavan,M. K. Road, Mumbai-400 020. Contact No.: 022-22121062, Email id: abhishek.kumar2@incometax.gov.in 	

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 contractor/service provider for providing ‘housekeeping and other facility management services’ at the Income Tax Department Office Building “Kautilya Bhavan” and any other documents provided or issued during the course of the ‘Tender Process’.
2. **“Tender Process”** means entire selection process comprising of issue of ‘Notice Inviting Tender’ to signing of contract in response to tender application.
3. **“Tender Committee”** means a committee, duly constituted by the Principal Chief Commissioner of Income Tax, Mumbai, to formulate & regulate the entire tender process.
4. **“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.
5. **“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.
6. **“Contract / Agreement / Contract Agreement / Services Agreement”** means the agreement to be signed between the successful applicant 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.
7. **“Applicant/Bidder”** 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 applicant/bidder when used in the pre-award period shall be synonymous with parties submitting tender applications 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.
8. **“Tender Application/Application/Bid”** means the application made by applicant along with all the necessary documents.
9. **“Contractor/Service Provider”** means the applicant who has been selected to execute the given scope of work under this tender document.
10. **“LOI”** means the letter of intent issued by the department to the applicant who has been selected as ‘Contractor/Service Provider’ towards award of contract.
11. **“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.

12. **“Housekeeping & Other Facility Management Services”** means providing all internal, general and routine cleaning, and other periodic cleaning, and sanitation services of **(i)** basement & podium area along with all fixtures/fittings, **(ii)** all open areas & structures between the building and boundary viz. outer paved area, boundary wall, art object, water body, main entrance gates etc. along with all external fixtures/fittings, **(iii)** horticulture & landscape management services, **(iv)** operation of vehicle stacking devices / car parking systems installed in the premises, **(v)** façade (exterior glass surfaces) cleaning, and **(vi)** other ancillary services within the campus of Income Tax Department Office Building “Kautilya Bhavan” as per ‘scope of work’ including of ‘time-schedule’, ‘cleaning schedule’ and other specifications provided in Chapter-V of this tender document. The said services include providing of required personnel, material, machine, equipment, tools, tackles, chemical, consumables etc.
13. **“Cleaning”** includes sweeping, moping, deep cleaning, disinfection, removal & disposal of debris/dry leaves/waste papers/all types of garbage etc.
14. **“Horticulture Services”** includes cultivation/growing of seasonal & decorative plants, shrub, grass etc. to suit with the landscape design, on-time watering of plants, hedge cutting & trimming, spraying/use of consumables like manure, pesticides etc. and other required works/services in order to maintain the designed landscape of the premises.
15. **“Operation of vehicle stacking devices / car parking systems”** includes daily operation and management of car parking-lifts/stacking lifts installed in the basement/podium area of the premises by observing required safety and operation manuals.
16. **“Façade Cleaning”** includes thorough cleaning of exterior glass surfaces (including glass-roofs), frames, rubber coating, hinges, handles, glass signage spaces, concrete, tiles, aluminum cladding and other applications with respect to glass surfaces by applying required know-how, right cleaning materials/chemicals, and by observing safety and environmental requirements.
17. **“Service area”** means **(i)** all open areas & structures between the building and boundary viz. outer paved area, boundary wall, art object, water body, main entrance gates, all exterior fixtures & fittings etc., **(ii)** basement, podium area of building along with all structures, fittings/fixtures therein, and **(iii)** other designated areas of building premises.
18. **“Personnel”** means persons employed by the service provider under different categories viz. Janitors, gardeners, operators, façade cleaning personnel, 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
Applicant or Authorized Signatory

CHAPTER – II
INVITATION TO APPLICANTS

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 applications to select contractor / service provider, fulfilling the prescribed minimum eligibility criteria, for providing housekeeping and other facility management services as per given ‘scope of work’ and within the defined ‘service area’ on 6 days on every week (Monday to Saturday) for the contract period commencing on date of signing of contract and ending on 31.03.2020.
3. The applicant should have good track record, manpower capacity and relevant experience to execute different specified services under the given “scope of work’.
4. The prescribed service-contract is to be executed as per the scope of work, terms & conditions, other specifications, annexure and details specified in the tender document. The applicant 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. 37, Aayakar Bhavan, M. K. Road, Mumbai - 400 020 or can be downloaded from www.incometaxindia.gov.in or www.incometaxmumbai.gov.in.
6. The sealed tender application, 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.37, Aayakar Bhavan, M.K. Road, Mumbai-400 020 not later than 14:00 hours on 28th day of November 2018, along with all other required documents/attachments/annexure.
7. Applications (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 applicant/authorized representative of applicant, who have quoted and choose to be present for application opening process. Such applicants are requested to report not later than 15:00 hours on the specified date i.e. 28.11.2018. The representative from contractor/applicant/bidder agency should come with the Govt. ID Proof and valid authorization letter on the letter head of concerned applicant agency. Applications received without EMD or exemption certificate in this regard shall be rejected straightaway.
8. A duly constituted tender committee shall evaluate eligibility criteria of applicants, and select successful applicant for awarding the contract as per selection/evaluation criteria prescribed in this behalf.
9. After determining the successful applicant, the department shall issue a letter of intent (LoI) in duplicate to the successful applicant who shall return one copy to the department duly acknowledged, accepted and signed by the authorized signatory of the successful applicant, within seven (07) days of receipt of the same. The issuance of the

letter of intent to the applicant shall constitute an integral part of the agreement and it shall be binding to the successful applicant.

10. The successful applicant, after receiving the letter of intent (LoI), shall enter into an agreement with the department, which shall be governed by the scope of work, terms & conditions, other specifications, annexure and details specified in the tender document, within fifteen (15) days of acceptance of LoI.
11. The successful applicant, after entering into the agreement with the department, shall start rendering the prescribed services within 7 working days of signing the contract.
12. The cost of requisite stamp paper for contract document shall be borne by the service provider.
13. The Income Tax Department reserves the right to accept or reject any application, and to annul the tender process at any time, without incurring any liability to the affected Applicant(s).

Date:

Place:

Read and accepted.

Signature and stamp of

Applicant or Authorized Signatory

CHAPTER-III

ELIGIBILITY CRITERIA

Tender applications 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 application should adhere to the following minimum eligibility criteria:

1. **Quality related Certificate:**

- a) The applicant should be certified under ISO 9001 (valid certificate for the proposed contract period).
- b) Weightage (Extra Marks), as per tender application evaluation criteria, shall be given to the applicants having other certifications (certificates should have validity period corresponding to proposed contract period) viz. ISO 14001 (for environmental management System), OHSAS 18001 (for occupational health & safety management system), SA 8000 (towards social welfare compliance).
- c) The applicant submitting self-certified copies of Satisfactory Performance Certificate issued by the respective organization shall be given weightage (extra marks) as provided in tender application evaluation table in Chapter-VII.

2. **Experience:**

- a) The applicant should have minimum three years' experience in providing housekeeping & other facility management services to any Government/PSU/MNCs/Large Private Corporate (Fortune India 500 Lists Companies)/Institutions as on date.
- b) The years of experience shall be determined from the copy of oldest work orders/contract-agreement to be furnished by the applicants. The said contracts should be completed on regular basis for a minimum contract period of 1 year.
- c) The applicant should have completed/executed at least two contract of contract size of providing twenty-five (25) or more personnel for a period not less than 1 year (without any break), during the period 01.04.2015 onwards.
- d) Additional Experience for façade cleaning: The applicant should have experience in providing high rise façade cleaning services and have completed/executed at least two contracts for façade (exterior glass surface) cleaning during the period 01.04.2015 onwards. The above specified two contracts should be in respect of two different multistoried buildings. The applicant has to produce self-certified copies of work-orders/work-completion certificates in this regard.

3. **Personnel:** The minimum number of personnel on roll shall not be less than fifty (50) under different categories, during the current period i.e. during financial year 2018-19 (commenced on 01.04.2018).

4. **Turnover Criteria:**

- a) The minimum average turnover of the applicant for financial years 2015-16, 2016-17 & 2017-18 should be Rs. One (1) Crore.
- b) The applicant should be an Income-tax assessee. The applicant has to furnish copy of income tax return acknowledgement copy for AY 2018-19 (relevant to FY 2017-18).
- c) The applicant should have his books of account (including Balance Sheet and Profit & Loss Account) audited for financial years 2015-16, 2016-17 & 2017-18.

5. **Licenses/Registration:** The applicant should have all necessary licenses/registration for providing housekeeping & other facility management services issued by appropriate authority under Central/State Government/Local Bodies' rules & regulations, such as:
- a) The applicant should have valid Labour Licence / Registration issued by the Competent Authority for executing the Housekeeping & other facility management services/works contract.
 - b) The applicant should have valid License under The Bombay Shops and Establishment Act, 1948 as amended from time to time.
 - c) The applicant should be in possession of Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship.
 - d) The applicant should have regular office-establishment in Mumbai Metropolitan Region. For this purpose, the applicant should be having latest proof of address in the form of any of the documents such as copy of telephone bill, electricity bill or registered lease deed or leave & license agreement.
 - e) The applicant should be registered with ESI Corporation.
 - f) The applicant should have valid certificate under EPF Organization.
 - g) The applicant should have minimum one operative bank account in his name.
 - h) The applicant should be registered with Labour Department under Contract Labour Act (Regulation & Abolition) 1970, Labour Welfare Fund Act & Rules, Minimum Wages Act 1948, Payment of wages Act 1936, Employees' Compensation Act 1923, Payment of Bonus Act 1965, and any other prevailing Legislations/Acts/Rules in this regard.
 - i) The applicant should be registered under Goods and Services Tax.
6. **Earnest Money Deposit:**
- a) The applicant, is required to submit Earnest Money Deposit (EMD) of Rs. 4,00,000/- (Rupees Four Lakhs 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 application. EMD submitted by any other mode shall be rejected.
 - b) The EMD is to remain valid for a period of 90 days beyond the application validity period (application validity period is 120 days from the opening date of the application). In case the tender process takes longer than 90 days beyond the application validity period, the successful applicant shall submit a fresh EMD of Rs. 4,00,000/- (Rupees Four Lakhs only) before the expiry of earlier instrument through which the EMD was furnished.
 - c) Applicant exempted from the submission of EMD etc. as per Govt. of India (GOI) directives must submit certified copy of GOI's authority for such exemption in lieu of EMD, along with his application documents. Non-submission of exemption certificate shall lead to disqualification of the application.
 - d) EMD of unsuccessful applicant shall be returned to him within 15 days of the completion of application evaluation process. However, no interest shall be paid on the EMD by the department.
 - e) EMD of an applicant shall be forfeited, if the applicant withdraws or amends his application or impairs or derogates from the application in any respect within the period of validity of his application i.e. 120 days from the opening date of the application.
 - f) EMD of the successful applicant shall be liable to be forfeited on account of any of the following conditions:
 - i) Fails to sign the contract/agreement within 15 days of the receipt of the letter of intent.

- ii) Fails to furnish required security deposit in accordance with the terms of tender document within the time frame specified by the department.
- iii) Fails or refuses to honour his quoted prices for the services or part thereof.
- iv) Fails to commence housekeeping & other facility management services within seven days of the award of contract.

7. **Security deposit/Performance guarantee (applicable only to successful Applicant):**

- a) The successful applicant shall be required to furnish bank guarantee through a public-sector bank or a private sector bank authorized to conduct government business for a sum equal to 10% of the yearly contract value on account of performance security within 15 days of receipt of letter of intent. The performance bank guarantee shall be valid up-to 60 days beyond the completion date of the contract.
 - b) After submission of bank guarantee, the EMD shall be returned to the successful Applicant.
 - c) The performance bank guarantee 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 performance bank guarantee, 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.
 - d) Failure to furnish performance security within 15 days of receipt of letter of intent shall lead to forfeiture of EMD, cancellation of award of contract, and any other action as per terms & conditions of this tender document, and provisions of the relevant Act/rules regarding future debarment from public procurement/tender process etc.
 - e) Failure to adhere to the period of commencement of services shall lead to the forfeiture of the performance guarantee. However, on a request made by the service provider, the date of commencement of services may be extended at the discretion of the department.
8. The applicant 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 housekeeping & other specified services.
9. The applicants 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 applicant does not meet any of the above requirements, his application shall be rejected summarily. No request shall be entertained for reconsideration.

Date:
Place:

Read and accepted.
Signature and stamp of
Applicant or Authorized Signatory

CHAPTER-IV
INSTRUCTIONS TO APPLICANTS

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

1. **Site-visit & General Inquiry:**
 - a) Prior to the submission of application, the applicants are requested to understand the work properly. The applicants, after receipt of the tender document, may visit the Income Tax Department office/premises/service area, 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 applicant shall take prior appointment/permission from the authorized person of the department, before visiting the Income Tax Department office/premises/service area for above purposes.
 - b) Submission of tender application implies that the applicant 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 applicant.
2. **Technical Bid - Required Documents:** The applicant shall submit his technical bid application in prescribed Proforma - **Form-A**. The applicant shall attach following documents to the duly filled technical bid application:
 - a) Self-attested copies of quality related certificates viz. ISO 9001, ISO 14001, OHSAS 18001, SA 8000 etc.
 - b) Self-certified copies of work orders issued by concerned organization for previous as well as ongoing contracts (duly highlighting key indicators viz. contract period, contract amount, number of personnel provided, organization status, work description etc.)
 - c) Self-certified copies of work-order/work-completion certificates issued by concerned organization for façade cleaning services (please refer clause 2(d) of eligibility criteria chapter-III above).
 - d) Self-certified copies of Satisfactory Performance Certificate issued by the respective organizations.
 - e) Self-certified copies of company auditors/chartered accountants' certificate for annual turnover & certifying that principal business of the applicant is providing 'Housekeeping & other facility management services' during financial years 2015-16, 2016-17 & 2017-18.
 - f) Income-tax Return Acknowledgment for Assessment year 2018-19 (relevant to FY 2017-18).
 - g) Balance Sheet and Profit & Loss account for Financial Years 2015-16, 2016-17 & 2017-18.
 - h) Self-certified copies of PAN, PF Registration, ESI Registration, GST registration
 - i) Self-certified copies of address proof as prescribed in eligibility criteria chapter.
 - j) Self-certified copies of incorporation certificate viz. Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship.
 - k) Self-certified copies of latest Form 9A EPF & 5-Return of Contribution/challans to ESI.
 - l) Self-certified copies of License/registration certificates as specified in Eligibility Criteria Chapter viz. labour licence; license under the Bombay Shops and

Establishment Act; registration under labour welfare fund, minimum wages Act, payment of wages Act, employees' compensation act, payment of bonus act etc.

- m) Earnest Money Deposit (EMD) of Rs. 4,00,000/- (Rupees Four Lakhs 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).
- n) Undertaking by the applicant, as per Rule 151 of GFR 2017, that the applicant 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 applicant or successor of the applicant, 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**.
- o) Proforma of Indemnity Bond, duly signed by the applicant as per **Annexure-B**.
- p) Proforma of Integrity Pact, duly signed by the applicant as per **Annexure-C**.
- q) Letter of Authorization, in duplicate, for attending the tender opening process as per **Annexure-D**. One copy shall be submitted before opening of tender application.
- r) Check list, as per **Annexure-E**, for all the documents, certificates etc. attached with application, as per points 2(a) to 2(q) above.

3. In absence of the required documents, as listed in Para 2 above, the tender application 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 applicant is required to produce the original copies of all the documents/certificates attached with technical bid application, for verification before the tender committee on separately notified date.

4. **Financial Bid:**

- a) The applicant shall submit duly filled & certified 'Financial Bid Application' 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 applicant shall quote all-inclusive charges (excluding applicable taxes) on monthly basis.
- c) The price quoted by the applicants must be fully compliant with the **Central Minimum Wages Act** and shall also include all statutory applicable taxes or statutory obligations viz. Minimum wages, Provident Fund, ESI, Bonus, HRA, Pay for National Holidays, and all other levies etc.; that are applicable under relevant statutory provisions from time to time.
- d) The material costs, equipment rentals, and service charges/administrative costs for providing the housekeeping services should be workable; bids that are considered to be such that the minimum statutory benefits cannot be realistically given to employees by the bidder, such bids are liable to be rejected.
- e) Financial bids quoting "Nil" consideration or "Zero percent or its derivatives upto 0.9999 percent and thereof" as service charge shall be rejected summarily. (As per Order no. 29(1)/2014-PPD dated 28 Jan 2014 of Ministry of Finance and Order No. 31/14/1000/2014-GA dated 17.09.2014 of Ministry of Commerce & Industry).

f) The Applicants shall quote the **rates in the Financial Bid** in Indian Rupees (in words & figures) only.

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

- a) The application, and other attached documents filed by the applicant shall be in the printed/typed form only.
- b) The application 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 applicants 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 application and documents attached/enclosed with the application must be signed and stamped. The applicant shall sign its application with the exact name of the concern to which the contract is to be awarded.
- f) Each applicant shall submit only one application either by himself or as a partner in joint venture or as a member of consortium. If an applicant or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one application, the applications are liable to be rejected.

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

- a) The Technical Bid application 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 application 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 Application for providing Housekeeping & other facility management services at Income Tax Department Office "KAUTILYA BHAVAN", BKC, MUMBAI**".
- d) The tender document – Chapter-I on Definitions, Chapter-II on Invitations to Applicants, Chapter-III on Eligibility Criteria, Chapter-IV on Instruction to Applicants, Chapter-V on Scope of Work, Chapter-VI on Terms & Conditions, and Chapter-VII on Application Evaluation, constitute integral part of application and shall be duly signed and stamped and returned with the technical bid application.
- e) The applicant'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 application documents are not sealed and marked as required, the department shall assume no responsibility for the application'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 applicant should drop his application in the 'Tender Box' kept in Room No. 37, Office of Principal Chief Commissioner of Income-tax, Mumbai, Aayakar Bhavan, M.K. Road, Mumbai-400 020, by 14:00 hrs on 28th Day of November 2018, by post/courier/hand drop. Application sent through fax/email shall not be accepted.

7. Correctness & Completeness of Application Documents:

- a) All entries in the application 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 application. In such cases, the application shall be summarily rejected.
- b) The applicant is expected to examine all instructions, forms, terms & conditions, scope of work and specifications in the application document. Failure to furnish specified documents/information/non-compliance to any of the specified terms & conditions or submission of an application not substantially confirming to the application document in every respect shall result in rejection of the application at the technical evaluation stage.
- c) Incomplete, incorrect and conditional applications 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 application/attached documents would lead to rejection of the application at any stage besides liabilities towards prosecution/other penal action under appropriate laws.

8. Deadline for Submission of Applications:

- a) Application 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 applications being declared a holiday for the Income-tax Department, the applications 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 applications which shall be binding on all the applicants.
- c) Any application received by the department after the deadline for submission of applications, shall be rejected and shall not be opened.

9. Modifications and Withdrawal of Applications:

- a) No modification or substitution of the submitted applications shall be allowed. No applicants shall be allowed to withdraw after submission of applications; otherwise the EMD submitted by the applicant shall be forfeited. However, modifications & withdrawal of application 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 application, extend such time-limit, if, in its opinion more time is required by applicants to take into account the clarification or modification, as the case may be, while submitting their application.
- d) Any applicant who has submitted his application in response to the original invitation shall have the opportunity to modify or re-submit it, as the case may be, or withdraw such application 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 application, after the modifications are made to the tender document by the department and the application last submitted or the application as modified by the applicant 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 applicant after expiry of the deadline/extended time-limit for receipt of applications.
- f) In case of permitted withdrawal of application, the applicant 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) Applicants are required to direct all communications related to tender document to the designated contact person i.e. Income tax Officer (HQ) Admin-III, Mumbai, Room No.345, Aayakar Bhavan, M. K. Road, Mumbai - 400 020.
- b) All queries relating to the application, 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 applicants later than five working days prior to the due date of opening of the applications.
- 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 applicants.

11. Validity of Applications: Applications shall remain valid for 120 days after the date of application opening prescribed by the department. An application valid for a shorter period shall be rejected by the department as non-responsive.

12. Non-Transferability: The tender application is non-transferable.

13. The department reserves the right to reject the application having deviations from the prescribed terms and conditions and also without assigning any reason thereof. The department also reserves the right to retain applications 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 or www.incometaxmumbai.gov.in. Hence, applicants 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

Applicant or Authorized Signatory

CHAPTER-V

SCOPE OF WORK

The 'scope of work' has mainly four divisions viz. 'Housekeeping & Sanitation Services', 'Horticulture & landscape management services', 'car parking lift operation', and 'Façade cleaning'.

A. Housekeeping & Sanitation Services:

1. The Service Provider shall ensure all internal, general and routine cleaning within the defined service area. Required cleaning works shall include the following but not limited to these:

Basement & podium area, car-parking lift/area, fire balcony area, along with all fixtures/fittings, all open areas between the building and boundary viz. outer paved area, external mosaic, open parking area, security cabins /counters & other outer work stations, flowerpots, art object, sign boards, notice-boards, water body, water floods/overflow outer areas, choked manholes, internal roads, green areas, boundary wall, boundary grills, other outer grills, main entrance gates, outer staircases including all railings signage, all other external fixtures/fittings, rubble, debris or any other heaps in outer areas, removal of cobweb, unwanted plants/trees etc., garbage/waste collection, dust bins, spill management, cleaning during construction works, cleaning services during natural calamity/disaster, and other cleaning works as required within the 'service area' and as notified by the authorized person of the department, as per prescribed 'time-schedule'.

2. **Required Number of Personnel:** The service provider after assessing the work requirement as per 'scope of work' and site-visit of Income Tax Office premises/service area shall make his own assessment of required personnel and shall quote accordingly in financial bid, however, the number of personnel to be employed for 'housekeeping & sanitation service' on daily basis, shall not be less than the prescribed number, as under:

- *Housekeeping Personnel / Janitors: Minimum fourteen (14) Persons*
- *Supervisors: Minimum one (1) Person*

3. **Time Schedule:**

- The service provider shall ensure high standards of cleanliness & general upkeep of the office premises on 6 days of every week (Monday to Saturday), between operation/service timings 8:30 AM to 6:00 PM, throughout the contract period.
- The service provider in order to ensure cleanliness coverage during entire service hours (between 8:30 AM to 6:00 PM), and in consultation with the authorized person of the department, shall prepare personnel deployment roaster/shift on regular basis.
- The prescribed reporting & relieving timings for personnel to be deployed daily on regular basis may be as under; (the prescribed timings are suggestive in nature to ensure presence of personnel during entire service timings of 8:30 AM to 6:00 PM, & within the eight-hour roaster of individual personnel; however, the service provider in consultation with the authorized person of the department, may chalk-out his own deployment/shift roaster)

Reporting Time	Relieving Time	Minimum number/Particulars of Personnel
8:30 AM	4:30 PM	(First Shift deployment) 10 Housekeeping Personnel 1 Supervisor
10:00 AM	6:00 PM	(Second Shift or additional deployment) 4 Housekeeping Personnel

4. **Cleaning Schedule & Key Performance Parameters:** The purpose of housekeeping is that the whole office premise must look neat and clean at every time and the service provider has to undertake all such jobs/activities required to maintain the office premises neat and clean whether such activities are elaborated herein or not.

Daily Cleaning Schedule

- The service provider shall ensure that the office premises is neat and clean latest by 11:00 am in the morning daily; and shall ensure cleanliness throughout the day as per normal standard practice.
- The service provider shall ensure that no area is missed from routine cleaning. While doing cleaning work during office hours the service provider shall ensure that general office-working of the department are not disturbed.
- Service areas viz. main entrance areas, internal roads, basement, podium, parking lift area, open parking area, security guard cabins, etc. are to be cleaned first and thereafter cleaning of other areas viz. external fixtures/fittings/other installations/name-plates/notice-boards/flowerpots/water-bodies/landscape-area/ any other designated areas are to be performed.
- In addition to first scheduled cleaning, spot cleaning of above service areas/designated areas are to be performed as per standard practice and as and when required.
- Level & method of cleaning include physical removal of soil, dust or foreign material, brooming, sweeping, washing, cleaning with water and detergent plus disinfection with phenolic (wherever required).
- The service provider shall ensure daily collection & removal of discarded/sweeping/unwanted materials, waste papers, packing materials, other solid & wet waste, garbage, etc. to the designated places. No garbage shall be left at the office premises overnight.
- Biodegradable and non-biodegradable waste shall be segregated and disposed of on a day-to-day basis in closed bins at the dumping points set up by the Municipal Corporation of Greater Mumbai/or at any other designated dumping area. The Service Provider shall follow the Government guidelines/Acts in this regard.
- The service provider shall co-ordinate with person handling the operation of 'organic waste converter', if installed in the office premises, for proper disposal/processing of garbage/waste materials collected during the cleaning services on daily basis.

Weekly Cleaning Schedule (On Saturdays) includes:

- Machine and hand scrubbing and thorough cleaning / washing of the entire floor area by using approved cleaning material and dry/wet mopping,
- Dusting of walls, ceilings, etc. inside basement & podium area from top downwards and removal of cobwebs,
- Wiping, cleaning, and stain removal treatment of entire premises including stairs, main entrance gates, boundary & other grills, other fixtures/fittings etc.
- Polishing of all outer metallic/marble/glass surfaces/structures,

- Dusting & cleaning of boundary walls,
- Cleaning/dusting/sanitation of all other areas identified/notified by the authorized person of the department,
- Through checking and cleaning of sewage and drainage system,
- Removal of blockage, if any, occurring in the drains, floor traps, outer area utilities, rain water pipes and gutters, storm water drains, sewers etc.,
- Cleaning of all electrical appliances, equipment, machine, tools used by personnel in cleaning services,
- Other miscellaneous work to ensure standard cleanliness.

Key Performance Parameters

- The entire campus including of basement, podium, parking areas, parking lifts area, landings, ramps, stairwells, fire exits, steps, entrances, porches, balconies, eaves, handrails, entrance gates, boundary, boundary grills, other grills, metal surfaces, all external fixtures/fittings is free of stains, streaks, soil, dust, grit, dirt, smudges, leaves, cobwebs, rubbish, cigarette butts, pan & gutkha stains and bird excreta.
- Metallic/marble/glass surfaces are maintained for normal shine level.
- Campus floor, external mosaics are not slippery.
- The above performance parameters/cleaning schedules are illustrative in nature and may include other aspects necessary for satisfactory execution of prescribed work.

5. **List of Equipments to be provided by the Service Provider:** The service provider shall arrange for cleaning machine, equipments & tools themselves at his own cost and the number and type of such equipments to be used for effective discharge of the work is left to the discretion of the service provider for which the service provider may refer to the scope of work and may undertake a site inspection if he so chooses, as per site-visit clause provided in the tender document. Such machines, equipments, tools etc. which the service provider chooses to deploy for effective discharge of the work shall be kept during the contract period at the space provided by the department. All equipments used for sanitation work and housekeeping should be cleaned regularly and kept in good working condition. In case of any fault, it should be repaired/ replaced urgently so that work should not suffer. The service provider should carry-out periodic review and risk assessment of cleaning equipment, and same should be documented. The illustrative list of such equipments, tools etc. to be used every month are as under:

- *Floor scrubbing equipment - heavy duty scrubber dryer, ride on scrubbers, walk behind scrubbers, vacuum cleaner wet & dry, high pressure Jet cleaners/washer, scrubbing & vacuuming (combined), road sweeper (manual and ride on machine/vehicle), small battery operated scrubber machine etc.,*
- *Polishing & cleaning Machine,*
- *Double bucket wringer trolleys/ multi use trolleys/ bucket carrying trolleys,*
- *Spray pumps, Rubber squeezers, window squeegee, glass cleaning kits,*
- *Telescope rods (for cobweb removal work), ladder (24ft and 12ft), scissor ladders,*
- *Sign Boards (at the time of cleaning activity),*
- *Dustbins of different size & types,*
- *Plastic buckets and mugs of different size,*
- *Plastic drums and trolley for garbage removal,*
- *Hand gloves, shoes, masks etc.,*
- *Any other Cleaning Equipment as per the need / requirement.*

6. **List of Cleaning/Sanitary Material (per month):** The service provider shall arrange for branded sanitary and housekeeping material of good quality at his own cost and the quantity of such material to be used for effective discharge of the work is left to the discretion of the service provider for which the service provider may refer to the scope of work and may undertake a Site inspection if he so chooses, as per site-visit clause provided in the tender document. Such material shall be kept by the service provider at the space provided by the department. The service provider shall ensure that use of cleaning chemicals complies with chemical safety data sheets, dilution and storage instructions. The illustrative list of items to be used every month is as under:
- *Naphthalene balls, sanicubes, odonil cake, aer packets, room freshener, room deodorizer,*
 - *Toilet cleaner/Harpic/Acid, floor cleaner, glass cleaner, bathroom cleaner, detergent, soap,*
 - *Nylon scrubber, scrubbing Pads, floor scrubbing brush, glass wipers,*
 - *Toilet brush, toilet swab, brooms (soft broom, hard broom, hard broom with stick/handle), dust control mop, wet & dry mop, mop refills, table/glass duster, floor Duster, check duster, floor wipers (of different size) (toilet and other daily use cleaning brushes, brooms, wipers etc. should be replaced on a regular basis or as required),*
 - *Dust collecting pans (with brush),*
 - *Disposable plastic bags to be put in waste box in each floor.*

B. Horticulture & landscape management services:

1. The Service Provider shall provide horticulture & landscape management services within the defined service area by engaging four (4) gardeners.
2. The gardeners appointed/engaged by the service provider shall report to duty daily on 6 days of every week (Monday to Saturday), between operation/service timings 8:30 AM to 4:30 PM, throughout the contract period.
3. The gardeners will look after the work/services viz. breeding/cultivation/growing of seasonal & decorative plants, shrub, grasses etc. to suit the landscape design, on-time watering of plants, hedge cutting & trimming, spraying/use of consumables like manure, pesticides etc. and other required works/services in order to maintain the designed landscape of the premises.
4. The service provider shall provide required tools, tackles, consumables like manure, pesticides, weedicides, fertilizers, seasonal decorative plants/seeds etc. at his own cost.
5. The selection of plants/trees/shrubs etc. to be grown/replaced in the designated area, depending upon climatic condition, soil & other environmental factors, shall be finalized by the service provider/gardeners in consultation with the authorized person of the department.
6. The service provider shall ensure proper disposal of all debris, dead & weed-out leaves, grasses etc. and maintain the landscape area in presentable condition.
7. The gardener appointed by the service provider shall be required to perform any other extra work within or beyond the normal duty hours as and when required and/or directed by the Authorized Person of the Department.

C. Vehicle stacking devices / Car parking systems:

1. The building is equipped with car stacking facility with approximately 500 car parking spaces. The multi-tiered vehicle stacking devices/car parking lifts are installed in the basement & podium area. The service provider shall ensure daily operation & management of car parking facility on 6 days of every week (Monday to Saturday), between operation/service timings 8:30 AM to 8:30 PM, throughout the contract period.
2. **Required number of personnel:** The service provider shall engage/appoint six (6) operators on daily basis for the above purpose.
3. **Time Schedule:** The service provider in order to ensure presence of car parking lifts operators during entire service timings of 8:30 AM to 8:30 PM shall prepare personnel deployment roaster on regular basis. The prescribed reporting & relieving timings for personnel to be deployed daily on regular basis may be as under:

Reporting Time	Relieving Time	Minimum number/Particulars of Personnel
8:30 AM	4:30 PM	(First Shift deployment) 4 Operators
12:30 PM	8:30 PM	(Second Shift deployment) 2 Operators

4. **Operation Schedule:** As per initial assessment, the department is requiring 100 car parking spaces only on daily basis. In order to prevent damages due to idleness of machinery/devices, the service provider, in consultation with the authorized person of the department, shall prepare weekly rotation plan and ensure operation/use of all the available parking spaces in periodic manner.
5. **Training, Safety & maintenance schedules:**
 - The service provider shall make reference to the manufacturer's specifications, operation and maintenance manuals and ascertain type & level of training required for his personnel to safely operate the car parking devices.
 - The service provider shall provide on-site training to his personnel engaged towards operation of these devices. The service provider shall also prepare an operator manual (check list for certain 'dos' and 'don'ts') in simpler language for use and easy reference by his personnel engaged as operators.
 - It is responsibility of the service provider to engage only a trained and competent workman not less than 18 years of age as operator of these car parking devices.
 - The service provider shall establish a safe system of work by providing all necessary information, instruction, training and supervision to his personnel. The service provider shall provide all the necessary equipments & health gears to his personnel to ensure their safety. The personnel engaged by the service provider shall also be trained to take reasonable care for their own health and safety and of other persons who may be affected by their acts or omissions at work.
 - The service provider shall prevent unauthorized use of machine by any of the personnel engaged by him and/or any other person at all times.
 - The operators should be trained to undertake general maintenance & inspection work like visual inspection of all moving parts, gear-box check, oil leaks etc., check

for excessive wear, safety locks, wheel tracks, lubricant checking for all controls including emergency stop, hydraulic fluid levels etc.

- The operator should check for any wear or breakdown, unusual vibration, shock, over-heat, loosening of bolts etc. and should take precautionary measures to prevent any damages to machine or manpower. The general precautionary measures are to immediately stop use of such devices, disconnecting electric supply etc.
- The service provider shall immediately report/brought into the notice of the authorized person of the department any such damages/defects in the car parking devices, stop use/operation of such devices. The service provider shall get back operation of such car parking devices only when the required repairing works are done and as certified by the concerned service engineer.
- The service provider shall ensure standard cleaning of these devices and work-area by using permissible cleaning methods. The operators shall co-ordinate with housekeeping personnel and provide necessary assistance/guidance for this purpose. The cleaning services for car parking devices / car parking area shall generally include wiping/cleaning of spills, dirt, sweep the bases, removing all debris etc.
- The service provider shall ensure observances of all fire safety rules & regulations applicable for safe working of car parking machines/areas.

6. **List of Equipments to be provided by the Service Provider:** The service provider shall arrange for all the parking area accessories at his own cost and the number and type of such accessories to be used for effective discharge of the work is left to the discretion of the service provider for which the service provider may refer to the scope of work and may undertake a site inspection if he so chooses, as per site-visit clause provided in the tender document. The illustrative items/accessories for such purposes generally include – Car stopper, speed breaker, convex mirror, traffic cones, corner guard, signage & bay marking etc.

D. Façade cleaning:

1. The exterior of building features glass and aluminum façade that surrounds the offices inside. The service provider shall provide regular cleaning of exterior glass façade by using latest technologies, effective methods, efficient & environment friendly cleaning agents, and engaging/appointing experienced and well-trained personnel, as per the prescribed safety and environmental guidelines. The external facade cleaning shall include but not be limited:

All external vertical facade including reviews, sills and sides of column, top and rear side of roof parapets, lower roof, upper roof, any other external & rear glass surfaces including of frames, rubber coating, hinges, handles, glass signage spaces, concrete, tiles, aluminum cladding and other applications with respect to these glass surfaces

2. **Frequency & duration:** The frequency of cleaning shall be two times a year, the actual dates for cleaning shall be ascertained from the authorised person of the department. The service provider shall, before the commencement of the work, furnish the authorized person with a work programme showing the proposed period for the works.

3. **Access System:**

- The service provider shall provide his own access system such as, boom lift, steel scaffold, work platform, etc. to carry out the works. The service provider shall engage a Professional Engineer to design and supervise the erection of a suitable access system. The proposed access system must conform to all requirements of the local regulations and all other statutory requirements.
- If the access system is to be fixed on the roof, the service provider must provide adequate protection to the roof. No drilling or punching of holes on the roof is allowed. The service provider shall be held fully responsible for any damage to the roof. All costs incurred for providing protection and rectification work if any shall be borne by the service provider.
- The service provider must ensure that the whole of the access system installed on site is according to the approved mounting design, duly inspected, tested and certified as safe by the Professional Engineer engaged by him before the system is actually put into use. The service provider shall be solely responsible for the stability and safety of the access system. Acceptance by the department shall not relieve the service provider of his responsibility in connection with the access system.
- The whole of the access system must be properly maintained and regularly checked by the service provider's engineer or such other authorised competent person to guarantee safe usage for the duration of the work.
- The service provider shall furnish to the department, the details of the design including the design load of the anchorage system, relevant brochures, technical information and reports of any tests that has been carried out on the proposed access system.

4. **Cleaning Procedure:**

- **Method of Cleaning:** The method of cleaning should correspond to the degree of contamination. The service provider shall select the appropriate method & appropriate cleaning agents/chemicals to preserve positive aesthetic look, shining level, and to protect these surfaces from corrosion and weathering.
- **Key Performance Parameters** shall include cleaning/removal of dirt, general environmental pollution, bird droppings, graffiti, moss, verdigris, etc. from facade surfaces, removal of fingerprints, grease/oily spots, and other organic pollution by use of appropriate solvents, removal of deposits of sealing compound, putty, cement, etc., polishing of glass & other surfaces, special cleaning regimen where necessary etc.
- **Selection of Detergent:** The correct type of detergent must be used for the cleaning operation. The service provider shall not use detergents/chemicals causing damage to the building surfaces whether immediate or in the long run. The service provider shall comply with 'instruction manuals' and shall not use sealants, putties, oils, silicones, etc. that leave streaks on the glass.
- **Protective Measures & supply of cleaning materials/accessories:** The service provider shall provide adequate safety measures such as barricades, tarpaulin sheet, plywood plank, waterproofing membrane, pollution screen, safety nets, danger warning signs, temporary footpath etc., subject to the approval of the authorized person of the department for the safety of the public and occupants of the building during the progress of the Works.

- The service provider shall supply all necessary cleaning equipment, tools and materials for the execution of the works. Whenever possible, the cleaning work should be mechanised. All the cleaning materials/equipments used should be of standard specifications.
 - The department reserves the right to instruct the service provider to provide protective measures to other areas which the department thinks required protection but not allowed for by the service provider. No claim for extra expenses will be entertained on account of such instructions given by the department / authorised person of the department.
 - All other non-metal cladding surfaces such as glass panels, flooring, etc. which get dirtied, stained or ponded with cleaning water, etc. caused by the cleaning process shall have to be cleaned by the service provider at his expense, to the satisfaction of the department. Any damages caused must also be made good to match existing and to the satisfaction of the department at the service provider's expense.
 - **Site supervision:** The service provider shall ensure that adequate supervision of his workers be provided on site at all time during the progress of the works. He shall appoint at least one (1) experienced and competent site foreman/supervisor who shall be stationed at the site for efficient supervision and effective execution of the Works during the contract period.
 - The service provider shall ensure close co-ordination and all necessary arrangements so that the progress of the cleaning works does not disrupt the smooth flow of activities of the buildings.
 - The service provider shall take all the necessary precautions not to disturb existing structures, wires, cables, service pipes, trees, plants, flowers, etc. Any damage to such existing structures/items during the progress of the work shall be made good at the service provider's expense.
 - The Service provider shall confine his workmen strictly within the areas of work involved and work must be carried out with the minimum of noise and no nuisance in any form should be created.
5. **Cost:** The service provider shall quote all inclusive charges/cost per service for the required personnel, cleaning materials, protective materials/accessories, other equipments, and transport for the erection and dismantling of the access system including removal off site. No claim for any of the separate requirements relating to the work of 'facade cleaning' shall be entertained by the department.
- E. Co-ordination among personnel & Contingency services:** The service provider shall ensure co-ordination among personnel engaged under various categories and/or with personnel engaged by other service provider for cleaning of inside-area of building premises. Within the normal duty hours, the personnel engaged by the service provider may be required to perform cleaning & sanitation work of inside-area of building premises including of toilets, urinals, utilities areas, common areas, any other designated areas, as and when required and/or directed by the Authorized Person of the Department. The said personnel may also be required to perform any other extra work within or beyond the normal duty hours as per exigency of situation so arise. Moreover, the service provider may be required to shift/deploy requisite number of its

personnel under various categories under this tender document/contract, to any other premises of the department for administrative reasons. The service provider shall also provide cleaning & other specified services under the contract as and when the contingency arises, on any day of the week (including of Sundays & any of the Gazetted Holidays).

Prescribed Minimum Number of Personnel Under Different Categories:

Category	Number of Personnel required
Housekeeping Personnel	Fourteen (14)
Gardener	Four (4)
Car Parking Lift Operators	Six (6)
Supervisor	One (1)
Total	Twenty Five (25)

Date:

Place:

Read and accepted.

Signature and stamp of

Applicant or Authorized Signatory

CHAPTER-VI
TERMS & CONDITIONS

1. Eligibility Criteria for Personnel

- a) The service provider shall, prior to the commencement of the operation of contract, make available the list of all the personnel who shall be deployed at the Income Tax Office Premises for providing the housekeeping & other facility management services; the service provider shall furnish their proof of photo identity, present and permanent address, education qualification details, specimen signature and two passport size photographs. These details should be furnished within 5 working days from the date of signing of contract and then, immediately on every change.
- b) Training Requirements:
- Housekeeping Personnel / Janitors: 8th Pass with basic training of housekeeping & sanitation related works.
 - Housekeeping Supervisor: 12th Pass with 03 years experience in Supervision of sanitation,
 - Gardeners: Minimum 03 years experience and knowledge of horticulture/gardening related works,
 - Vehicle stacking devices operators: Minimum 03 years experience and knowledge of operating lifts/electric machine etc and other related works,
 - Façade cleaning personnel: Minimum 03 years experience and training of façade cleaning related works,
 - Façade cleaning supervisor: Minimum 03 years experience in related work/services and having requisite degree/diploma in civil engineering,
 - The above personnel engaged/appointed by the service provider under different categories should have basic training to deal with fire and fire extinguishing equipment, in case any fire emergency arises in the office premises.
- c) The personnel engaged by the service provider should have their antecedents verified from the local police station at the instance of the service provider and the same should be submitted within 30 days from the date of signing of contract without fail.
- d) The personnel engaged by the service provider should have sound medical fitness and the service provider should also ensure that the above personnel are subjected to regular medical checkups so as to ensure that they are free from any contagious disease or medical complications related to their occupation.
- e) Minimum age of the personnel shall not be less than 18 years as on 31.03.2018 and maximum age shall not be more than 50 years as on 31.03.2018.
- f) The service provider shall employ only men personnel for cleaning of gents' toilet and only women personnel for cleaning ladies' toilets.
- g) The service provider shall not employ any child labour under any of the specified services.
- h) All the above eligibility criteria and other terms & conditions specified in this tender document are equally applicable to all the interim personnel replacing the regular personnel due to latter's leave/absence/sickness etc.

2. Duties /Liabilities/Responsibilities of the Service Provider:

a) Responsibility towards personnel

- i)The service provider shall be responsible for engaging adequate number of experienced personnel required for providing different services as per 'scope of work' within the defined service area.

- ii)The service provider shall issue employment cards to all the personnel and their wages must be paid to them on acquaintance roll by 10th day of every month.
- iii)The transportation, accommodation, food & beverage arrangements for personnel shall be sole responsibility of the service provider. No transportation/ accommodation/ food & beverage facility shall be provided by the department in its premises or elsewhere.
- iv)The service provider shall alone decide and be responsible for the leave or absence of his personnel and the department shall not in any way be responsible for sanction of leave, etc. to the said personnel. However, such leave/absence of personnel should in no way affect the proper execution of specified work/ services under the contract.
- v)The personnel employed by the service provider shall be directly under the supervision, control and employment of the service provider and they shall have no connection what-so-ever with the Income Tax Department, Mumbai. The department shall have no obligation to control/supervise such personnel or to take any action against them except as permissible under the law. Such personnel shall also not have any claim against the department for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the service provider, against any temporary or permanent posts in the Income Tax Department, Mumbai. The Income Tax Department, Mumbai does not recognize any employee - employer relationship with any of the personnel engaged by the service provider.
- vi)In case of emergency, personnel employed by the service providers may be required to perform other work as per the instructions of the authorized person of the department.
- vii)The service provider shall provide uniforms, identity cards, hand gloves, shoes, protective gears, head cap, etc. to his personnel. The service provider should provide a minimum of two pairs of uniform to his personnel and ensure that they report for duty in clean uniforms.
- viii)All personnel shall be comprehensively insured for accidents and injuries by the service provider at his cost. The service provider shall be solely responsible either for any injury, damage, accident to the workman employed by him or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of his personnel.
- ix)Any liability arising out of any litigation (including those in the consumer courts) due to any act of personnel shall be directly borne by the service provider including all expenses/fines. The personnel shall attend the court, as and when required, in the said matter.
- x)The Income Tax Department or its authorized person shall have the right to ask for immediate replacement of any person or personnel, who is not found to be competent and orderly or fit in any manner in the discharge of his duty.
- xi)The service provider shall ensure:
- That his personnel wear Uniforms and Identity Cards in such a way that it is prominently displayed and visible so that any person can identify the individual representing the service provider,
 - That proper training in the performance of specified services, use of different equipments, manual handling, fire, health and safety and site orientation etc. shall be given to his personnel.
 - Timely reporting & relieving of personnel - The said personnel shall be available at all the time as per their respective duty roaster and shall not

leave the place of duty without prior intimation to the authorized person of the department.

- Proper discipline among his personnel and further ensure that they do not indulge in any unlawful activity,
- That the personnel shall not take part in any staff union and association activities at the premises of the department,
- That the personnel employed by him shall not be used for other work/job order for any third party,
- That his personnel shall not at any time, without the consent of the department in writing divulge or make known any information about the affairs of the Income-tax Department. Any violation shall lead to immediate termination of contract, with forfeiture of Performance Bank Guarantee and/or other action as per law
- That the personnel shall not accept gratitude or reward in any form
- That a 'First Aid Box' shall be kept & maintained for his personnel at the designated place in the department premises.
- That the service provider and the personnel engaged by him shall follow the entry and exit procedures of the Income Tax Department as may be determined by the authorized person of the department from time to time.

b) Responsibility towards supply/maintenance of chemicals/ materials/ consumables/ equipments/ machines etc.

- i) The service provider shall provide all the machine/ equipment/ tools/ chemicals/ consumables/gardening plants, seeds, manures etc. required for proper execution of specified services, at his own cost.
- ii) The service provider shall fully satisfy himself about the quantity and type of material/consumable/equipment to be used for specified services before submitting the application.
- iii) The service provider shall ensure adequate supply of all chemicals /material/ consumables etc. 15 days in advance, prior to its consumption. The quality of material to be supplied by the service provider shall adhere to the standard brand specifications and shall be certified by the authorized person of the department.
- iv) The service provider shall use eco-friendly and ISI marked detergents, chemicals, consumables. These chemicals should not damage/cause harm to the office property or of the users. Though the primary discretion in choosing the right brands/specifications for equipments, chemicals, consumables etc. vests with the service provider, he is bound to change any equipment, chemical, consumable, detergent to the satisfaction of the department.
- v) The Income Tax Department reserves the right to check the quality and standards of various machines/equipment/consumables/chemicals etc. at any time. In case the material is found to be substandard quality the department reserves the right to impose penalty on the service provider with an assurance of proper quality standard by him, and in case of repeated instances of substandard quality, even terminate the contract by giving one month's notice.
- vi) The machine/equipment and consumables required for specified services shall be stored at the space as provided by the department. However, safety and security of the machine/equipment and consumables from theft, breakage, pilferage, damage or loss due to any reason(s)/unforeseen circumstances shall be the sole responsibility of the service provider.

c) Statutory Obligations of the Service Provider

- i) The service provider shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, leave payment, bonus etc., and proper account of payments including minimum wages being made to his personnel.
- ii) The service provider shall be responsible for payment of any compensation under the Employees' Compensation Act, 1923 that may arise and other statutory requirement with respect to personnel engaged by him for execution of specified services under contract, at his own cost.
- iii) The service provider shall obtain license under the Contract Labour (Abolition and Regulation) Act 1970 and all other requisite licenses at his own cost from the appropriate authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contract Labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the service provider. The service provider shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any personnel employed by him at the Income Tax Office premises.
- iv) The service provider shall abide by all laws of the land including labour laws (ESI, PF, Bonus, Income Tax, Service Tax or any other extra taxes levied by the Government), Companies Act, Tax deduction liabilities, welfare measures of its personnel and all other obligation that are not essentially enumerated and defined herein and the department shall not be responsible or be involved in any way whatsoever. The service provider shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the department against all such liabilities, which may likely to arise out of his failure to fulfill such statutory obligations.
- d) **Safety Regulations:** The service provider has to comply with all safety regulations as applicable by the Government of India, State Legislations, Local Body Rules & regulations required for execution of specified services / for health & safety of his personnel etc. The service provider has to indemnify the department for any loss due to the non-compliance to any of the safety regulations.
- e) **Use of facilities provided by the department:**
 - i) The service provider shall not make any alterations or additions or use the storage space provided in the premises for any other purposes.
 - ii) The department shall provide free water and electricity to operate the required equipments, machine, tools etc. The service provider shall ensure proper and optimal utilization of the facilities like water & electricity to be provided by the department without abuse or excess use and shall follow and obey all instructions as shall or may be given by the authorized person from time to time.
 - iii) Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the department's premises. Any breach of such restrictions by the service provider shall attract deterrent action against him as per statutory norms.
- f) **Other Responsibilities:**
 - i) The service provider shall perform the specified services as per the scope of work and with due regard to the convenience of the department. The orders of the authorized person shall be strictly observed.
 - ii) The execution of cleaning work for toilets and other areas shall be as far as possible should be with mechanized equipments so as to ensure minimum human contact of dirty/filthy material.

- iii) The service provider shall endeavor to use new & evolving technologies to maximize efficiency and satisfactory performance of the given scope of work.
- iv) In case of any theft, breakage, pilferage of any fixture, fittings, furniture, equipment, appliances etc. (property of the department) shall be immediately brought to the notice of the authorized person. If, after a departmental enquiry, it is found that the loss has occurred due to the negligence, any act of omission or commission, whether intentional or otherwise, of the personnel on duty, the department shall have full power to recover the loss in full from the service provider and terminate the contract itself with forfeiture of performance guarantee.
- v) In case of minor faults in fixtures & fittings and other building structures, the service provider should inform the authorized person and on latter's approval these minor repair or replacement should be carried out immediately by the service provider and these expenses shall be reimbursed to him on cost basis.
- vi) If the service provider is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. Any change in the constitution of the appointed service provider shall be notified forthwith by the service provider in writing to the department and such change shall not relieve any former member of the Service Provider from any liability under the contract.
- vii) The Service Provider should make himself fully acquaint with all the conditions and circumstances under which the specified services under the contract shall have to be performed and the terms, clauses and conditions, specifications and other details of the contract. The Service Provider 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 in contract price or to evade any of its obligations under the contract.

g) **Supervision**

- i) The service provider shall provide adequate supervision to ensure correct performance of the personnel engaged by him in accordance with the prevailing assignment instructions agreed upon between the department and the service provider.
- ii) The service provider shall display cleaning and other schedule/checklist at prominent areas.
- iii) Feed-back books shall be kept at prominent places (preferably near security guard cabins, caretaker office, car parking entry gates) for recording any complaint or suggestions from the staff member of the department and shall be produced for inspection as and when required. Decision taken by the department shall be final in all these complaints/suggestions.
- iv) The supervisor appointed by the service provider shall report to the authorized person of the department for the purpose of briefing /debriefing. They must carry out checking for proper execution of specified works/services under the contract on regular basis, and as instructed by authorized person of the department. The said supervisor shall bring into the notice of authorized person of the department any of the major engineering works/major repairs in building structure/car parking devices/any other fixtures/fittings, maintenance of fire equipment etc., required for proper upkeep of office premises on timely basis.
- v) The higher management officer from the service provider's side should visit the site at least once in a month who has experience in issues related to different specified services and should monitor/coordinate with authorized person of the department regarding satisfactorily performance of specified services, proper deployment of

personnel and ensure that consumable items are of proper quality, quantity and in proper condition. The department shall not be liable for any payments for this arrangement and the cost of such arrangement shall be borne entirely by the service provider.

3. **Record Keeping:** The service provider shall keep & maintain all the applicable records, as under:
- a) The service provider shall maintain daily personnel deployment cum attendance sheets - specifying daily reporting and relieving time for each of the personnel and that may be checked by the authorized person of the department at any time.
 - b) The service provider shall maintain the requisite records in respect of quantity and type of material/consumable/equipment used for cleaning services and that may be checked by the authorized person of the department at any time.
 - c) The service provider shall maintain all the records and documents under various labour laws, shops & establishment act/rules applicable to his establishment and make said records available at the department premises as when required (Original/photocopies of these records should be handed over after completion of the contract to the authorized person of the department). Indicative list of such records, may be as under:
 - Register for Personnel, Employment card, Muster Roll, Register for wages, wage slip, OT registers etc.,
 - Monthly returns under the provisions of the Employees' Provident Funds Act,
 - Summary of contribution, monthly & annual return under the ESI Act, 1948,
 - Half yearly return of the Contract Labour (R & A) Act 1970,
 - Annual return under the Employee's Provident Funds Act, 1952,
 - Annual Return of the Minimum Wages Act, 1948
 - Any other applicable return/record.
4. **Reporting:** The service provider shall submit following reports to the authorized person of the Department:
- A daily report of personnel on duty in all the shifts,
 - A daily report on the status of the equipment and its utilization, chemicals and consumables used, and about the general upkeep/conditions/fault in any office building fixtures, appliances, equipment etc.,
 - A monthly feedback report from the user areas based on key performance parameters,
 - A monthly report on redressal of various complaints received in feedback register and through other means.
5. **Tenure of the Contract:**
- a) The contract is valid initially for a period commencing from date of signing of contract to 31.03.2020. However, in order to evaluate the performance and services of the service provider, the contract shall have probationary period of three months. The contract for the remaining contract period shall be confirmed only if the qualities of services/works performed by the service provider are found satisfactory during the probationary period.
 - b) The Contract period ending on 31.03.2020 is subject to renewal by the department on satisfactory performance on mutually agreed terms and conditions for a further period of 1 year at a time subject to maximum extension of 2 years.

6. **Payment Terms / Reimbursement of Certain Expenses Etc.:**

- a) The payment of contract price towards performance of specified work shall be made as per the payment schedule mentioned below:
 - i) Monthly bills shall be submitted in duplicate by 10th of every subsequent month by the service provider for specified services including the charges for machine/equipment/ material/chemicals/accessories etc.
 - ii) The payment for the work shall be released only after production of following documents:
 - I. Attendance records, duly certified by the authorized person of the department.
 - II. Production of proof of payment/remittance of due wages (including of HRA, Leave Salary, and Bonus etc.) into the bank account of the respective personnel for the immediate preceding month.
 - III. Production of proof of having deposited the amount of contribution claimed by it on account of MLWF, ESI & EPF towards the personnel deployed for the immediate preceding month.
 - IV. Prescribed certificate/undertaking in **Annexure-F**.
- b) No advance payment or part payment shall be released to contractor under any circumstances for whatsoever reasons during the entire currency of the contract.
- c) The prices once accepted by the Income-tax Department shall remain valid till the contract remains in force. The Income-tax Department shall not entertain any increase in the prices during the currency of contract. However, in case of revision of minimum wages by the concerned government authority, after the date of signing of contract, difference in prevailing minimum wage over the quoted/agreed wage shall be paid to the contractor, on production of proof of payment of the same. In case the rates of minimum wages are revised upward but the revised wages remain below the quoted price, no escalation shall be payable to the contractor. The 'Onus' for producing the copy of notification of the appropriate Government revising the minimum wages from time to time shall be the responsibility of the service provider.
- d) In case of revision in minimum wages, and any revised/increased claim thereof, the decision & approval of the department for admissibility and payment of such revised/increased bills shall be final & binding on the service provider.
- e) In case of escalation in the cost of machine/ equipment/ material/ chemicals/ accessories and other materials viz. uniform, gloves etc., no escalation charges shall be payable to the service provider during the one year period from the date of commencement of services. An increase of 10% in material/equipment cost, as quoted in the financial bid (item 2) shall be allowed to the service provider on satisfactorily completion of one year contract period, subject to fulfillment of other terms & conditions of the contract.
- f) Service charge (in terms of Rupees), as quoted in the financial bid at the time of submission of bid, shall remain fixed during the entire contract period.
- g) The service provider shall submit a certificate/undertaking as per **ANNEXURE-F** every month along with the bill stating that it has complied with the Central Minimum Wages Act and other statutory guidelines of the Govt. which remained in force at the time of submitting the bill. In case the certificate of compliance of statutory regulations is not submitted, the department shall have the power to terminate the contract with one month's notice.
- h) Supply of personnel (under different categories) less than the number quoted and stipulated in contract agreement shall attract deduction at pro-rata basis from the bill. The decision of the department shall be final and binding in this regard.

- i) Personnel deployed more than the specified number in the contract shall not be taken into account for payment. No excess personnel employed in a day shall be adjusted for the days of shortage of deployment.
- j) If at any time during the period of contract, the scope of work for which this job has been awarded is reduced, the payment value of this job order shall be reduced on pro-rata basis by the department, and the decision of the department shall be binding in the matter.
- k) Reimbursement in respect of bills raised for minor replacements such as faulty taps, fittings, lights, etc., shall be claimed in separate bill(s) at the cost price to the service provider, duly certified by the authorized person of the department.
- l) During the contract period, the service provider shall make salary & other payments and provide the entire material/chemicals/accessories and also uniform, gloves etc. in time without waiting for the monthly bills cleared by the department.
- m) In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the service provider shall not be entitled to any interest to be paid by the department for late payment.
- n) While making payment, the department shall make the following deductions:
 - The income tax deduction at source as per the government regulations,
 - The amount equivalent to any damage/loss etc., done by the personnel employed by the service provider to carry on the job at department's premises,
 - Any other charges, fines, penalties and such other deductions,
 - Any other claims made by the employees of the service provider against the department in its capacity as a principal employer.

7. Penalty:

- a) In case the Service Provider fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract the department reserves the right to impose the penalty as detailed below:

Offences	Penalties (In Rupees)
Personnel not found displaying photo ID	100/- per instance.
Personnel not in proper uniform	500/- per instance.
Indulging in smoking/drinking/sleeping or any other misconduct during duty hours	1000/- with removal of the offender
Refusal to perform duties, loitering, any instance of misbehavior or indiscipline etc.	1000/- with removal of the offender
Late/untimely reporting to duty	100/- per instance per person
Unauthorized replacement of any personnel	1000/- per instance per personnel
Unsatisfactory performance	Individual complaint: 1000/- per instance Adverse monthly report by authorized person: 5,000/- per report
Machine/equipment out of	2000/- per machine per day

order/deploying lesser no. of machines	
Wrong/Improper chemical	5000/- per instance
Absenteeism/Under deployed	1000/- per instance, apart from pro-rata deductions
Complaints are not registered or not redressed	500/- per instance
Absence of personal protective gears	200/- per instance
For any other breach, violation or contravention of any terms and conditions	1000/- shall be imposed per day
In case of services remaining consistently unsatisfactory for a period of more than 2 weeks from the date on which written communication with respect to redressal of any complaint /suggestion was made by the Authorised Person / any other user/visitors to the service provider	penalty upto 5% of the annual contract value may be imposed

- b) Illustrative instances of unsatisfactory performances may be as under:
- i) Not adhering to key performance parameters,
 - ii) Not adhering to time-schedule, work schedule as prescribed in chapter “Scope of work”,
 - iii) Non-reporting of non-functional fixtures/fittings/devices etc. for more than one days to the authorized person of the department,
 - iv) Any other instances of improper upkeep, uncleanness, unhygienic conditions of the office premises including fixtures/fittings/devices etc.
- c) In case of default in furnishing of police verification and medical/health verification certificate for personnel engaged by the service provider, within the stipulated period, the service provider shall be liable to fine/ penalty of Rs. 1000/- for each day of default in compliance. Further, in case of default beyond 60 days, the contract is liable to be cancelled and the performance guarantee shall be forfeited.
- d) In case of recurrent default in satisfactory performance of specified services, supply/use of substandard materials/consumables etc., not conforming to the contract agreement and refusal to perform duties, the contract shall be terminated after giving one month’s notice to the service provider. Also, under such circumstances, performance guarantee shall be forfeited. Maximum of 4 instances of any of the defaults mentioned above in one month and 10 instances of such defaults in a year shall be treated as recurrent defaults.
- e) The penalty provisions apply to all the work covered in under the contract. The decision of the Income Tax Department in this regard shall be final and binding.

8. **Indemnity:**

- a) The service provider, within 10 working days of the award of the contract, shall indemnify the department 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 personnel or other persons whose entry into the department's premises has been authorized by him.

- b) The service provider, within 10 working days of the award of the contract, 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 personnel or other persons whose entry into the department's premises has been authorized by him. Decision of the department as to the cost of damages caused shall be final and shall be recovered from the service provider.
- c) The service provider, within 10 working days of the award of the contract, shall also execute an irrevocable indemnity bond in an appropriate stamp paper, as per **Annexure-B**, in favour of the department that they would indemnify and keep the department indemnified and harmless against any claims, losses, expenses which the department may suffer or incur as a result of breach of contract. The service provider shall further agree that the indemnity herein 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 agreement have been fully and properly carried out by the service provider. The service provider also should undertake not to revoke this indemnity during its currency of contract.
- d) The service provider shall be responsible for the conduct of all the personnel deployed by him 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, of the service provider and/or personnel or other persons whose entry into the department's premises has been authorized by him in the course of providing any services stated in this contract, and shall bear full responsibility and cost of the same. The department shall not be liable for any loss or harm to any person within or outside the department's premises from any act of omission or commission of any of personnel engaged by the service provider or other persons whose entry into the department's premises has been authorized by the service provider in the course of providing any services stated in this contract.
- e) Without prejudice to the preceding term of contract, the service provider shall be liable to reimburse the department of any cost, legal liability, penalty or fine imposed on the Income-tax Department by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the service provider or any of personnel engaged by the service provider or other persons whose entry into the department's premises has been authorized by the service provider in the course of providing any services stated in this contract.

9. **Right to alter work-order:** The department shall be free to either reduce or increase the quantum of work order (also to reduce or increase the required personnel) prescribed in this Tender Document on the same rates and terms & conditions during the contract period.

10. **Fall Clause:** The rates charged for the prescribed services by the service provider shall in no event exceed the lowest price of identical services being provided by the service provider to any persons/organizations including any department of the Central Govt. or any department of a State Govt. or any statutory undertaking of the Central or State

Govt., as the case may be during the currency of the contract except when the increase is due to statutory dues & levies.

11. Termination of Contract:

- a) In the event of the appointed service provider failing to fulfill or committing any breach of any of the terms and conditions of this contract or indulge in omission or commission as detailed in the terms & conditions and scope of work of the tender document, then without prejudice to the department's rights and remedies to which otherwise, the department, shall be entitled, the contract shall be terminated forthwith; the performance bank guarantee shall be encashed; the service provider shall be blacklisted and the specified services shall be hired from any third party at the absolute discretion of the department without prejudice to any other action which may be taken by the department. The cost of such hiring together with all incidental charges or expenses may be recoverable from the service provider at the absolute discretion of the department. The omission or commission may include *interalia* the following: -
- i) If the service provider or its employees are found guilty of fraud and/or misrepresentation in respect of the contract or any other contract entered into by the service provider or any of his partners or representatives thereof with the department; or
 - ii) If the service provider becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if
 - iii) In case, any documents/declaration furnished by the service provider is found to be false at any stage, it would be deemed to be a breach of terms of contract and thereby, making the service provider liable for legal action, besides termination of contract and/or forfeiture of performance guarantee.
- b) The service provider shall comply with all statutory liabilities and obligations of Central Government, State Government, and Local Bodies Rules & Regulations etc. The department shall not be liable for any contravention/non-compliance on the part of the service provider. Any contravention/ non-compliance on the part of the service provider would be construed as a sufficient ground for termination of the contract at the discretion of the department. Notwithstanding, in the event of the department being imposed with any penalty/ fine etc., by any agency/authority due to the non-compliance/contravention on the part of the service provider to any statutory laws/rules/regulations etc., the department reserves the right to recover such fine/penalty etc., from the service provider.
- c) If the performances of the specified services provided by the service provider are not found satisfactory, the department shall have power to terminate the contract with one month's notice. Upon such termination, the performance guarantee of the service provider shall be liable to be forfeited.
- d) The department may discontinue the contract at any point of time, without assigning any reason for the same, by giving one month's notice before the intended date of discontinuation and shall not be liable to any charges or compensation payable to the service provider or any other person.
- e) The service provider may discontinue the contract at any point of time, by giving a notice at least 60 days before the intended date for discontinuation. However, it shall lead to forfeiture of the performance bank guarantee deposited, in case of discontinuation without a notice or a notice less than 60 day prior to the intended date of discontinuation. The department shall have the right to claim damages and

recover them from the service provider, in addition to forfeiting the performance bank guarantee of the service provider.

- f) **Sub Contract Not Permitted:** The service provider shall not engage any sub-contractor or transfer, assign or pledge any of the work, service or other performance required under the contract to any other person or agency in any manner, except without the prior written consent of the department. In the event of the appointed service provider found to be engaged in unauthorized sub-contracting any work specified in this tender, the contract shall be liable to be terminated forthwith.
- g) On termination of the contract, the service provider shall obtain 'NOC' from the authorized person regarding handing over of any of the department's property in his possession, in good working condition, back to the department.
- h) The service provider shall peacefully vacate the premises immediately after termination of contract.

12. **Arbitration:**

- a) In the event of any dispute or differences arising as to the execution of the contract or as to the respective rights or liabilities of the parties hereto or interpretation of any of clause thereof on any condition of agreement (except as to any matters the decision of which is specially provided for or the special conditions), the dispute shall be resolved in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the Rules there under and any statutory modifications thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings. The award of the arbitrator shall be final and binding on parties to the agreement.
- b) However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, service provider shall continue to do the work as per terms & conditions of contract.
- c) In case of disputes, arising out of this agreement between the service provider and the department, the Courts in Mumbai shall have the exclusive jurisdiction.

13. **Force Majeure:**

- a) If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event.
- b) Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.

14. The department reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered at any stage.

15. **Debarment from Tender Process:**

- a) **An applicant shall be debarred if he has been found to be involved in any of the fraud & corrupt practices as below:**

- i) The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tender process. Notwithstanding anything to the contrary contained herein, the department may reject a application without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the tender process.
 - ii) Without prejudice to the rights of the department under Clause 15(a)(i) above, if an applicant is found by the department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the tender process, such applicant shall not be eligible to participate in any tender issued by the department during a period of 2 (two) years from the date such applicant is found by the department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
 - iii) During the entire tender process, the currency of contract or after completion/termination of contract, if it comes to the notice of the department that the applicant has engaged himself in any act of fraud and/or corrupt practices, the department after giving a reasonable opportunity of being heard, comes to the conclusion that an applicant or prospective applicant, was indulged himself in such practices, may take appropriate measures as per applicable laws.
 - iv) For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - I. **“Corrupt practice”** means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the tender process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the tender process or after the issue of the LoI or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the execution of specified work order or the LoI or the agreement, who at any time has been or is a legal, financial or technical advisor of the authority in relation to any matter concerning the execution of the specified work order;
 - II. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the tender process;
 - III. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the tender process;
 - IV. **“Undesirable practice”** means (I) establishing contact with any person connected with or employed or engaged by the authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tender process; or (II) having a conflict of interest; and
 - V. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among applicant with the objective of restricting or manipulating a full and fair competition in the Tender Process;
- b) An applicant shall be debarred if he has been convicted of an offence –

- i) Under the Prevention of Corruption Act, 1988; or
- ii) The Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing threat to public health as part of execution of the contract.
- c) An applicant or any successor of the applicant covered under clause 15(b) above shall not be eligible to participate in application process of the department for a period not exceeding 3 years commencing from the date of debarment.
- d) The department may debar an applicant or any of his successors, from participating in any procurement process undertaken by it, for a period not exceeding 2 years, if it determines that the applicant has breached the code of integrity.

16. Disclaimer:

- a) All efforts are made to explicitly include all the terms & conditions applicable on the contract, however service provider should agree to provide minor additional services in case found necessary for improvement of the upkeep, cleaning & hygiene of the office premises.
- b) Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the department shall be considered applicable at the time of any dispute/following any statutory rules.
- c) In the event conflicting conditions are found in any of the documents forming part of this tender document/contract/agreement, the Income Tax Department, Mumbai shall clarify the intended condition and same shall prevail.
- d) In case of any conflict between the provisions stipulated in this tender document and the prevailing laws, the provisions contained in the extant law and the original instructions (such as General Financial Rules 2017) shall prevail.

Date:

Place:

Read and accepted.

Signature and stamp of

Applicant or Authorized Signatory

SECTION-VII
APPLICATION EVALUATION

1. System of selection of Service Provider:

- a) Quality & cost based selection under two bid systems shall be followed where the tendering evaluation shall be done on weightage with 60% to technical evaluation and 40% for financial evaluation.
- b) The tender committee appointed by the department shall regulate bid opening and bid evaluation process.
- c) Technical bid (Un-Priced Bid) shall be opened as per schedule indicated in the tender document. The date fixed for opening of technical bid, if subsequently declared as holiday, revised date of schedule shall be notified. However, in absence of such notification, the technical bid shall be opened on next working day at same time.
- d) The financial bids (Price Bid) of only those applicants, whose technical bids are qualified, shall be opened. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified applicants during the technical evaluation process.
- e) After opening of the technical bids and verifying the required documents and EMD amount, the technical bids shall be evaluated later to ensure that the applicants meet the essential criteria as specified in the tender document.
- f) Applications/bids shall be declared as valid or invalid/rejected based on the preliminary scrutiny, i.e. verification of EMD & required documents. However, detailed evaluation for marking/scoring purpose shall be done only in respect of valid Bid.
- g) No applicant shall contact the department on any matter relating to his application from the time of the application opening till the time of issue of letter of intent. All applicants are strongly advised to furnish all material information in the application itself.
- h) Any effort by an applicant to influence the Income-tax Department in its decisions on application evaluation, application comparison or award of contract decision shall result in rejection of the application.
- i) Where the application has been signed by the authorized representative on behalf of the applicant concern/agency, the applicant shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the applicant to the contract. (Income-tax Department may out-rightly reject any application, which is not supported by adequate proof of the signatory's authority).
- j) No alteration shall be made in any of the terms and conditions of the application document by scoring out. In the submitted application, no variation in the conditions shall be admissible.

2. Technical Bid Evaluation

- a) The technical bids shall be evaluated based on the available documents submitted by the applicant. To assist in the examination, evaluation, and comparison of the bids, and qualification of the applicants, the department may, at its discretion, ask any applicant for a clarification of his bid. Any clarification submitted by an applicant that is not in response to a request by the department shall not be considered. The request of department for clarification and the response shall be in writing only.
- b) If an applicant does not provide clarifications of his bid by the date and time set in the request of department for clarification, his bid may be rejected.

- c) The tender committee/department reserves right to cross-check the correctness of data provided by the applicants by making necessary enquiries with the concerned agencies and/or by site visits as deemed fit.
- d) The technical bid evaluation shall be done based on the following criteria (each applicant shall be assigned different marks out of a total of 100 marks):



Sr. No.	Criteria					Self-evaluation (Marks to be filled by the applicant)
A	Total years of experience in the field of housekeeping & other facility management services as on date (determined from work-order / contract agreement as specified in eligibility criteria chapter) (maximum marks under this parameter 20 marks)	3 to 5 years	>5 up to 10 years	> 10 years		
		10 marks	15 marks	20 marks		
B	Average turnover (determined from balance sheet/P&L account of respective years & auditor's/CA certificate) (maximum marks under this parameter 20 marks)	1Crore to 2Crores	>2Crores up to 5Crores	>5Crores		
		10 marks	15 marks	20 marks		
C	Total number of personnel during current FY i.e. FY 2018-19 (determined from Form 9A EPF & 5-Return/challan of Contribution to ESI) (maximum marks under this parameter 20 marks)	50 to 100	>100 to 250	>250		
		10 marks	15 marks	20 marks		
D	Quality related marks (determined from respective quality certificates, as specified in eligibility criteria chapter)(maximum marks under this parameter 14 marks) (Please refer clause 1(b) of chapter-III)	ISO 9001	ISO 14001	OHSAS 18001	SA 8000	
		issue date >3 years: 5 marks < 3 years: 3 marks	3 marks	3 marks	3 marks	
E	Satisfactory Performance Certificate (maximum marks under this parameter 6 marks) (Please refer clause 1(c) of chapter-III)	The applicant submitting performance certificate issued by clients in respect of contracts of prescribed size executed during period 01.04.2015 onwards shall carry three (3) marks per certificate. Maximum of two certificates for two different contracts of prescribed contract size executed during period 01.04.2015 onwards shall be considered for scoring purpose.				
F	Size of Contract 	25-40 persons	41-75 persons	>75 persons		
	Client Status  Govt./PSU	16 marks	18 marks	20 marks		
	MNCs/Fortune India 500 List Companies	14 marks	16 marks	18 marks		
Other Organizations (determined from copy of work contracts submitted by the applicants for contracts executed before 31.03.2018) (maximum marks under this parameter 20 marks) (as per illustration 1 below)	12 marks	14 marks	16 marks			

Illustration 1 (for marks allotment on criterion F above)

As per basic eligibility criteria minimum no. of contracts of prescribed size (i.e. contract for providing 25 or more personnel without break for 1-year period) required to be executed during the period 01.04.2015 onwards are two contracts in number. The marks indicated above are for two contracts of similar size for similar client status. Maximum marks to be allotted under this criterion shall be limited to any of the two contracts carrying higher marks, executed during the period 01.04.2015 onwards.

If an applicant has executed one contract of contract size (41-75 persons) to Govt. client, one contract of contract size (25-40 persons) to MNC Client, and another contract of contract size (>75 persons) to any other organization during the last three years' period; the marks to be allotted are as under:

*One contract of contract size
(41-75 persons) to Govt. client: 9 marks (18/2 marks)*

*One contract of contract size
(25-40 persons) to MNC Client: 7 marks (14/2 marks)*

*One contract of contract size
(>75 persons) to other organization: 8 marks (16/2 marks)*

Since maximum two contracts executed during last three years are to be considered, the applicant shall be allowed marks for those two contracts which are carrying higher marks i.e. in above example applicant shall be allowed marks for, one contract of contract size (41-75 persons) to Govt. client carrying 9 marks and other contract of contract size (>75 persons) to other organization carrying 8 mark. Thus total marks secured by the applicant under this criterion shall be 17 (9+8) marks.

- e) **An applicant should mandatorily secure a minimum of 70% marks** (i.e. 70 marks out of total 100 marks as per marking/scoring table above) in technical evaluation in order to be a qualified applicant/bidder for being eligible for technical weightage and subsequently for opening of financial bids. If none of the applicant reaches the cut-off of 70 marks, the tender committee may consider the top five-scorer as technically qualified bidder or any other cut-off marks as deemed fit in the interest of the department.
- f) The total marks obtained by an applicant/bidder in the technical bid (as per marking/scoring table above) shall be allocated 60% of technical weightage and the financial bid shall be allocated 40% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration 2 (for technical weightage)

*If an applicant has secured 80 marks out of the total 100 marks in technical evaluation after following marking table above, his technical **evaluation score/marks shall be: 48** i.e. {80 x60%}*

- g) The applicant shall be required to produce original/self-certified copies of the relevant documents in support of marking criteria prescribed in table above in addition to the documentary evidences of other parameters, for being considered during technical evaluation.

- h) The technical bid not meeting the essential minimum criteria or any other requirements as per the tender document shall be rejected and corresponding financial application shall not be opened.
- i) The applicant who qualified in the technical evaluation stage shall be intimated for opening of financial bids. Tender committee/department shall intimate the qualified applicants, the date & time for the financial bid opening during the technical evaluation process/technical bid opening day (generally on same day after completion of technical bid evaluation process).

3. Financial Bid (Price Bid) Opening & Evaluation Procedure

- a) The financial bids of all the technically qualified applicants shall be opened on the notified date and time in the presence of technically evaluated applicants/authorized representatives.
- b) The price quoted by the respective applicants/bidders shall first be scrutinized/checked for compliance with the prescribed minimum wage calculations, other workable costs & service charges etc.
- c) Mere becoming the lowest bidder, prior to financial bid scrutiny shall not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder shall be decided only after following due procedure explained in subsequent paragraphs.
- d) The financial evaluation shall be carried out and financial bids of all the technically qualified applicants/bidders shall be given 40% of weightage.
- e) The applicant/bidder with the lowest bid price (L1) shall be assigned full 40 marks (i.e.40% x 100) and his total scores of the bid shall be as per Illustration 3 below:

Illustration 3

*If the applicant/bidder at Illustration 2 is L-1 Bidder and quoted bid price Rs.100/- for being L-1, then his total marks shall be **88** i.e. [48 (Technical marks) + 40 (Financial marks)]*

- f) The financial scores of the other applicants/bidders (i.e. L-2, L-3...and so on) shall be computed as under (explained at Illustration 4 below):

40 x Lowest bid price value (L-1 Price) / Quoted bid price value (L-2 OR L3....)

Illustration 4

If the applicant/bidder at Illustration 2 is L-2 applicant (in Price bid) with quoted bid price Rs.125, therefore 40% being the weighted value, the financial scores for L-2 shall be computed as under

$$\frac{40 \times 100 \text{ (lowest bid prices-L1)}}{125 \text{ (quoted bid prices - L2)}} = 32 \text{ (financial score)}$$

*Therefore, L-2 bidder shall have total score of **80** (48 Technical score + 32 Financial score)*

- g) The applicants/bidders' ranking shall be arranged depending on the marks obtained by each of the applicant both in technical evaluation and financial evaluation together.
- h) The applicant meeting the essential criteria and with the highest marks/rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be

deemed as the successful applicant/bidder and shall be considered successful bidder for further processing.

4. **Dealing with tender application when there is a “Tie”:** In case of a tie for successful bidder, applicant having higher financial scores shall be considered as successful bidder. In case of applicants having same technical as well as financial scores, the tender committee may conduct draw of lots and/or choose any other option to declare successful bidder. Decision taken by the tender committee, in this regard, shall be binding to all the applicants contesting for successful bidder position.
5. If there is a discrepancy between words and figures, the amount in words shall prevail.
6. Further, without affecting the sanctity of the above criteria, the department reserves rights to relax any condition of eligibility criteria qualifying the application(s) based on merit of each case and if the situation so warrants in the interest of the department.
7. The results of the tender process shall be communicated in writing to the successful applicant.

Date:

Place:

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

FORM-A
TECHNICAL BID APPLICATION

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 application in a separate envelope)
--------------------------------	--

Applicant/Contractor Agency Profile	
Sr. No.	Required Information
1.	Name and registered address of the agency/firm/company <i>(Please attach self-certified copies of address proof as prescribed in eligibility criteria chapter)</i>
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 housekeeping & other facility management service business. <i>(Please attach proof such as copy of work order etc.)</i>
5.	Statutory details <i>(Please attach self-attested photocopies)</i> <ul style="list-style-type: none"> • Registration number of the agency (As per Shop and Establishment act.) • Labour License Number/Registration number under the

	<p>Contract Labour Act.</p> <ul style="list-style-type: none"> • Registration number under Labour Welfare Act. • PAN No. • PF - Registration number • ESI – Registration number • GST – Registration number 																																	
6.	<p>Quality Certificate details</p> <ul style="list-style-type: none"> • ISO 9001 • ISO 14001 • OHSAS 18001 • SA8000 <p><i>(Please attach self-attested Xerox copies)</i></p>	Certificate No.		Year of issue																														
7.	<p>Income Tax Return details for AY 2018-19</p> <p><i>(Please attach ITR acknowledgment)</i></p>	Gross Income		Net Income																														
8.	<p>Existing personnel deployed in housekeeping & other facility management services</p> <p><i>(Please attach self-attested copies of Form 9A EPF, 5-Return, challans of Contribution to ESI)</i></p>																																	
9.	<p>List of present and past clients of Housekeeping & other FMS business (Please use separate sheet for each) as per the following format. The information provided will facilitate evaluation of technical bid.</p> <p><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></p>																																	
	<table border="1"> <thead> <tr> <th>Sr. No</th> <th>Name of the organization with complete postal address mentioning Govt. Body/ PSU/ Large Private Corporate/ Others.</th> <th>Name and designation of the contact Person with Tel./ Mobile No (s)</th> <th>Period for which the contract was awarded</th> <th>No. of persons deployed by the firm/ company /agency (other than security service)</th> <th>Nature of work</th> <th>Annual value of contract</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sr. No	Name of the organization with complete postal address mentioning Govt. Body/ PSU/ Large Private Corporate/ Others.	Name and designation of the contact Person with Tel./ Mobile No (s)	Period for which the contract was awarded	No. of persons deployed by the firm/ company /agency (other than security service)	Nature of work	Annual value of contract																										
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10.	<p>Financial Capabilities.</p> <p>Please provide the following details of your housekeeping & other FMS service business & attach year-wise audited balance sheet and P&L account (Statement of accounts) from FY 2015-16. <i>Please also attach self-certified copies of company auditors/chartered accountants' certificate for annual turnover & certifying that the applicant is engaged in 'housekeeping & other FMS' business during the intended period)</i></p>																																	
	Details	FY 2015-16	FY 2016-17	FY 2017-18																														
	Annual Turnover																																	

11.	Details of satisfactory performance certificate from the client <i>(Please attach self-certified copies and produce Original copies of performance certificate received from clients at the time of technical evaluation)</i>	
12.	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 applications are liable to be rejected as per terms & 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 application 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 application 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 application 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: _____ Signature of authorized person

Place: _____ Full Name:

Seal:

FORM-B
FINANCIAL BID APPLICATION

Having examined the tender document, inspected the Income Tax Department Office Premises “Kautilya Bhavan”, Mumbai and having submitted the technical bid/application, in prescribed Form-A, for the same, I/we, the undersigned, hereby submit the financial bid application for providing housekeeping and other facility management services along with required personnel, machines/tools/equipments, material/chemicals/consumables and other administrative costs, for defined service area in the Income Tax Department Office Premises “Kautilya Bhavan”, Mumbai, as per detailed scope of work provided in Chapter-V of the tender document, as under:

1. Personnel Cost Per Month (except for façade cleaning services):

- a) Total number of personnel required under different categories, per day as per our own assessment is:

Category	Number of Personnel required

- b) Rate per Personnel per Month (use separate table if separate rates are applicable for different categories of personnel required to be engaged)

Sr. No.	Description	Amount/ Percentage (if applicable) [this is to be read in conjunction with the latest rules/acts/regulations and policies promulgated by the Government Authorities]	Rate Per Month (Rs.)
i.	Basic Wages (BW) plus variable allowance (VDA)		
ii.	House Rent Allowance (HRA) [@ 5% of (Basic + VDA)]		
iii.	Employees Provident Fund (EPF) @ [13 % of (Basic + VDA)]		
iv.	Employees State Insurance (ESI) ([@ 4.75% of Basic + VDA + HRA])		
v.	Maharashtra Labour Welfare Fund		
vi.	Bonus @ 8.33% of (Basic + VDA) or Rs. 7,000/- (whichever is higher)		
vii.	Leave Salary @ 6.73 of (Basic + VDA)		
viii.	National Holidays @ 1.28% of (Basic + VDA)		
ix.	TOTAL [Sum of (i) to (viii)]		
x.	Service Charge		
xi.	Sum Total [Sum of (ix) and (x)]		
xii.	Taxes (as applicable)		
	Final Total [Sum of (x) and (xi)]		

Total Charges, including Taxes (as applicable) for providing ____ housekeeping and other facility management services personnel (except for façade cleaning services) per Month:

Rupees (In words) _____ Rs. _____/-

Yearly Contract value: Rupees (In words) _____ Rs. _____/-

2. Total Charges for providing required Machine/equipments/tools, Material/Chemicals/Consumables etc., and all other costs for housekeeping and other facility management services (except for façade cleaning services) per Month:

Rupees (In words) _____ Rs. _____/-

Yearly Contract value: Rupees (In words) _____ Rs. _____/-

3. Total Charges for providing required Manpower/ personnel/machine/equipments/tools, material/chemicals/consumables etc., and all other costs for façade cleaning per services:

Rupees (In words) _____ Rs. _____/-

Yearly Contract value for two services during the year:

Rupees (In words) _____ Rs. _____/-

GRAND TOTAL [INCLUDING TAXES (as applicable)] – Sum of yearly contract value at (1)+(2)+(3) above.

Rupees (In words) _____ Rs. _____/-

4. UNDERTAKING:

- a) I/We hereby confirm that the Basis plus VDA and other statutory payments quoted above is not less than the current minimum wages stipulated by the Ministry of Labour and Employment, Government of India and that other mandatory charges, i.e. EPF, ESI, EDLI & Bonus etc. are in conformity with the provisions of the respective Acts/Rules. I/We further agree that the Financial Bid will be rejected if any of the above rates and percentage is not in compliance with the respective statutory law.
- b) I/We do hereby confirm that machine/equipments/tools, and material/chemicals/consumables required per month shall be satisfactorily borne-out from the quoted rate above and shall be sufficient to satisfactorily discharge the given scope of work under the tender document.
- c) I / We do hereby confirm that the above mentioned rate for the housekeeping and other facility management services as per the scope of work specified in Chapter-V of this tender document is inclusive of all requisite personnel, machines/equipments/tools, materials/chemicals/consumables and any other administrative/incidental/sundry/miscellaneous costs and shall be valid till 31.03.2020 (subject to increase as provided in clause 6(e) of chapter-VI of this tender document).

Date:

Signature of authorized person

Place:

Full Name:

Seal:

Name of the applicant/bidder agency

Full Postal Address & Tel. No.

ANNEXURE-A
UNDERTAKING LETTER

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

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

Ref: Tender No. _____ Dated _____
Sir,

I/We hereby undertake to provide housekeeping & other facility management services 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 Applicants 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 sufficient experience of more than _____ years in providing housekeeping and other facility management services. 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 make payments of wages & fulfill statutory obligations before claiming bills from the department.

5. I/We hereby certify that we have ability for fulfilling all statutory dues requirements by State/ Central Government/ Local Bodies in present and future with respect to this tender contract.

6. I/We do hereby undertake that, if our bid is accepted, we commit to submit a performance guarantee/ security deposit in accordance with the tender document.

7. 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 application form.

8. I/We hereby certify that price quoted by us for the prescribed services is not exceeding the lowest price of identical services being provided by us (ongoing contracts) to any persons/organizations including any department of the Central Govt. or any department of a State Govt. or any statutory undertaking of the Central or State Govt.

9. 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.

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

11. 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.

12. 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.

13. 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 Applicant:

This is to certify that I/We before signing this tender application 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 Applicant
or Authorized signatory*

Dated this ____ day of _____ of 2018

ANNEXURE-B
INDEMNITY BOND

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

This INDEMNITY made on ____ (Date) ____ day of ____ (Month) ____ of 2018 between ____ (Name & Address of the Applicant) ____ (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 our Housekeeping & Other Facility Management Services contract agreement dated ____ between ____ and ____, I/we agree to provide Housekeeping & Other Facility Management 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, w.e.f. ____ till 31st March 2020, which may be extended for a further period of 1 year at a time subject to maximum of 2 years extension at the discretion of the department.

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, 3rd Floor, Aayakar Bhavan, M.K. Road, Mumbai – 400 020, hereinafter referred to as the ‘the department’,

AND

(Name of the Applicants and consortium members) hereinafter referred to as "The applicant/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 applicants. 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 APPLICANTs alike, and shall provide to all APPLICANTs the same information and shall not provide any such information to any particular APPLICANT which could afford an advantage to that particular APPLICANT in comparison to other APPLICANTs.

(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 Applicant / Service Provider / Contractor

(1) The applicant/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 applicant/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 applicant/service provider shall not enter with other applicants 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 applications, or any other actions to restrict competitiveness, or to introduce cartelization in the tender process.

(c) The applicant/service provider shall not commit any offence, under the relevant anticorruption laws of India; further the applicant/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 applications and business details, including information contained or transmitted electronically.

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

(e) The applicant/service provider shall, when presenting his application, 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 applicant commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(g) The applicant 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 applicant/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 applicant, 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 applicant, into question, the department is entitled to disqualify the applicant from the tender process, or to terminate the contract, if already signed, for such reason.

2. If the applicant/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 applicant/service provider from the tender process, terminate the contract if already awarded and also, to exclude the applicant/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 applicant and the amount of the damage. The execution shall be imposed for a minimum of 6 months and maximum of 3 years.

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

Section 5. Previous transgression

1. The applicant 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 applicant 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 applicant 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 Applicants/Service Providers/Sub-Contractors

1. The applicant/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 applicants, service providers and sub-contractor.

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

Section 7. Criminal charges against violating Applicants/ Service Providers

1. If the department obtains knowledge of conduct of an applicant/service provider or sub-contractor, or of an employee, or a representative, or an associate of an applicant/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 applicants 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 applicant / 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 intensions.

For the Department
Place: Mumbai.

For the Applicant/Service Provider

Witness-1 :

Witness-2 :

Date :

ANNEXURE-D
Letter of Authorization for Attending Tender Application Opening
(To reach on or before date of application opening)

Date:

To

The Principal Chief Commissioner of Income-tax,
Mumbai.

Sir,

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

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

Order of Preference	Name	Specimen Signature
I.		
II.		

Signature and Seal of the applicant

Or

Officer authorized to sign the tender application
on behalf of the applicant

Note:

1. Maximum of two representatives shall be permitted to attend tender application 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 applications are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE-E
CHECK-LIST

TENDER FOR OUTSOURCING OF HOUSEKEEPING & OTHER FACILITY MANAGEMENT SERVICES AT INCOME TAX DEPARTMENT OFFICE, KAUTILYA BHAVAN, MUMBAI

Name and Address of the Applicant:

Name of the Authorized Representative of the Applicant:

(i)

(ii)

SUMMARY OF COMPLIANCE TO TENDER APPLICATION

Sr. No.	Description of Requirement	Yes/No	Page No.
1.	Whether Demand Draft/Pay order of Rs. Four Lakh for EMD enclosed (unless exempt)? If Yes, (i) Date & No. of the DD/Pay Order (ii) Name of the Bank & Branch		-
2.	Technical Bid Application – Form A		-
3.	Whether each page of the tender document is signed?		
4.	Whether self-certified copies of quality related certificates viz. ISO 9001, ISO 14001, OHSAS 18001, SA 8000 etc., have been attached?		
5.	Whether self-certified copies of work orders issued by concerned organization for previous as well as ongoing contracts, have been attached?		
6.	Whether copy of Performance Certificate issued by the respective organizations (as per Para 1(a) Chapter-III) enclosed?		
7.	Whether self-certified copies of company auditors/chartered accountants' certificate for annual turnover & certifying that the applicant is engaged in 'housekeeping & other FMS' business during financial years 2015-16, 2016-17 & 2017-18, have been attached?		
8.	Whether income-tax return for assessment year 2018-19 (FY 2017-18) has been attached?		
9.	Whether Balance Sheet and Profit & Loss account for Financial Years 2015-16, 2016-17 & 2017-18, have been attached?		
10.	Whether self-certified copies of PAN, PF Registration, ESI Registration, GST registration, have been attached?		

11.	Whether self-certified copies of address proof as prescribed in eligibility criteria chapter, have been attached?		
12.	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?		
13.	Whether self-attested copies of latest Form 9A EPF, 5-Return/challans of Contribution to ESI, have been attached?		
14.	Whether self-certified copies of License/registration certificates as specified in Eligibility Criteria Chapter viz. labour licence; license under the Bombay Shops and Establishment Act; registration under labour welfare fund, minimum wages Act, payment of wages Act, employees' compensation act, payment of bonus act etc., have been attached?		
15.	Whether undertaking letter as per ANNEXURE-A , has been attached?		
16.	Whether Indemnity Bond as per ANNEXURE - B , has been attached?		
17.	Whether Integrity Pact, duly signed by the Applicant as per ANNEXURE - C , has been attached?		
18.	Whether Letter of Authorization for Attending Bid Opening as per ANNEXURE-D , has been attached?		
19.	Whether Financial Bid Application in Form-B , has been submitted in a separate sealed cover?		

Date:

Place:

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

ANNEXURE-F
TO WHOMSOEVER IT MAY CONCERN

1. This is hereby confirmed that the Basic plus VDA, other statutory payments quoted in the bill for the Month of ___ Year ___ is not less than the current minimum wages stipulated by the Ministry of Labour and Employment, Government of India and that other mandatory charges, i.e. EPF, ESI, EDLI & Bonus etc. are in conformity with the provisions of the respective Acts/Rules. It is further agreed that the contract dated ___ shall be terminated if any of the above rates and percentage are not in compliance with the respective statutory law(s).

2. Enclosed herewith the proof of having deposited the amount of contribution claimed by us/me on account of ESI & EPF towards the housekeeping and other facility management services personnel deployed at the Income Tax Department Office, Kautilya Bhavan, Mumbai, BKC, Mumbai in their respective names for the payments of previous month.

3. It is further certified that the payments for the previous month has been made as per the Minimum Wages Act.

Total Monthly Charges, including Taxes (As applicable) : Rs. _____

Encl: As above.

Date: Signature of authorized person

Place: Full Name:

Seal: Name of the Service Provider