GOVERNMENT OF INDIA

MINISTRY OF FINANCE

DEPARTMENT OF REVENUE

TENDER DOCUMENT DATED 20.07.2018

FOR

OUTSOURCING OF HOUSEKEEPING & SANITATION SERVICES

AT

INCOME TAX DEPARTMENT OFFICE

KAUTILYA BHAVAN

C41-C43, G-BLOCK, BKC, MUMBAI

Last Date for Submission of Application: **14:00 Hours on 13.08.2018**

Date of Opening of Technical Application: **15:30 Hours on 13.08.2018**

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EXTN.2021

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&S/Kautilya Bhavan/2018-19 Date: 20.07.2018

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 sanitation 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 parties 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 10.08.2018 from 11:00 hours to 17:00 hours. Last date for submission of application is 13.08.2018 till 14:00 hours. The date of opening of application is 13.08.2018 on 15:30 hours.

20/07/18

(ABHISHEK KUMAR)
Income-tax Officer (HQ)(Admin)-III,
Mumbai

अभिषेक कुमार/ABHISHEK KUMAR
आयकर अधिकारी (मुख्या.) (प्रशासन)-III, मुंबई
Income Tax Officer (HQ) (Admin)-III, Mumbai

TENDER DATA SHEET

Tender No.	Pr.CCIT/MUM/Admin-III/H&S/Kautilya Bhavan/2018-19 dated 20.07.2018
Nature of Work	Out-sourcing of housekeeping and sanitation services at the Income Tax Department Office Building "Kautilya Bhavan".
Date of Publishing of Tender Document	20.07.2018
Tender Document download start date / availability date	20.07.2018
Tender Document availability last date	10.08.2018
Tender Application Submission Start Date	23.07.2018
Tender Application Submission End Date	13.08.2018 till 14:00 hours
Date of opening of Technical Bid	13.08.2018 on 15:30 hours
Date of opening of Financial Bid	Date of opening of Financial Bid shall be intimated during technical evaluation process.
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, 3rd Floor, Aayakar Bhavan, M. K. Road, Mumbai-400 020
Period of Contract	From the date of commencement of contract to 31st 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)

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:

- Shri Abhishek Kumar
  ITO (HQ) Admin-III, Mumbai,
  Room No.21, Aayakar Bhavan, M. K. Road, Mumbai-400 020.
  Contact No.: 9969232869, Email id: abhishek.kumar2@incometax.gov.in

CHAPTER-I
DEFINITIONS

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

1. **"Tender Document**" means Tender Document prepared by the Income Tax Department Mumbai to select contractor/service provider for providing 'Housekeeping and Sanitation 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/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/official of the Income-tax Department, Mumbai, appointed by the office of the Pr. Chief Commissioner of Income-tax, Mumbai

as a nodal officer for monitoring/coordinating with service provider vis-à-vis successful implementation/performance of the various contractual obligation under the tender document/agreement.

12. **"Housekeeping & Sanitation Services"** means providing all internal, general and routine cleaning, and other periodic cleaning, and sanitation services inside the 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, chemical, consumable toiletries etc.

13. **"Cleaning"** includes sweeping, moping, deep cleaning, disinfection, removal & disposal of debris/dry leaves/waste papers/all types of garbage etc.,

14. **"Service area"** means inside-area of Income Tax Department Building/Premises "Kautilya Bhavan" (from ground floor to 10th floor)" and includes cabins with attached toilets, cabins without toilets, cubicles, workstations, common toilets/restrooms/washrooms, glass railings, all ingress & exit areas, lobby, staircases, lift, atrium area, library rooms, waiting area/rooms, meeting rooms, conference rooms, canteen/kitchens, staff & executive dining areas, gyms, recreation area/rooms, substations, cafeteria, terrace, and other common utilities area/designated areas.

15. **"Housekeeping & Sanitation Personnel"** mean persons employed by the service provider under different categories viz. Janitors, Supervisors, any other persons/agents of the service provider, for the execution of housekeeping & sanitation services under the tender document/contract.

Date:
Place:

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

CHAPTER – II
INVITATION TO APPLICATIONS

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. The said office building is G+ 10 structures with total built-up area (excluding basement) of around 40000 Sq. Mtrs.

2. The Income Tax Department Mumbai invites applications to select contractor / service provider, fulfilling the prescribed minimum eligibility criteria, for providing housekeeping and sanitation services within the defined 'Service Area' in its office premises 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 in commercial/corporate/industrial/office housekeeping, cleaning & sanitation services.

4. The prescribed service-contract is lump-sum basis contract 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 application forms, completed 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 13th day of August 2018, along 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. 13.08.2018. 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 shall be rejected straightaway.

8. A duly constituted tender committee shall evaluate eligibility criteria of applicants, and also shall 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 (of 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 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
ELIGIBILTY CRITERIA

Tender applications/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: 2015 (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 Performance Certificate issued by the respective organization in prescribed Proforma **Annexure-D** 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 & sanitation services to any Government/PSU/MNCs/Large Private Corporate (Fortune India 500 Lists Companies)/Institutions as on date.
   b) For the purpose of counting the year of experience, the applicant shall furnish copy of work orders/contract-agreement of contract size of providing twenty-five (25) or more personnel for a period not less than 1 year (without any break), duly completed on regular basis. The year, in which the applicant has not executed any contract or has executed contracts less than prescribed size, shall not be considered while counting the year of experience for the purpose of this tender document.
   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.

3. **Personnel:**
   a) The minimum number of personnel on roll shall not be less than fifty (50) during the current period i.e. during financial year 2018-19 (commenced on 01.04.2018).
   b) The applicant having facility center/arrangement for housekeeping & sanitation related training to his personnel, shall be given weightage (extra marks) as provided in tender application evaluation table in Chapter-VII.

4. **Turnover Criteria:**
   a) The average turnover of the applicant for Financial Years 2014-15, 2015-16 & 2016-17, should not be less than **Rs. One (1) Crore exclusively** from the housekeeping & sanitation services.
   b) The applicant should be an Income-tax assessee and should have filed return of income for the last 3 assessment years, i.e. for the Assessment Years 2015-16, 2016-17 and 2017-18.
   c) The applicant should have his books of account (including Balance Sheet and Profit & Loss Account) audited for Financial Years 2014-15, 2015-16 & 2016-17.

5. **Licenses/Registration:** The applicant should have all necessary licenses/registration for providing housekeeping & sanitation 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 & Sanitation 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 own quoted prices for the services or part thereof.
iv) Fails to commence housekeeping & sanitation 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 & sanitation related 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 himself 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 Performance Certificate issued by the respective organization in prescribed Proforma **Annexure-D.**
   d) Self-certified copies of company auditors/chartered accountants' certificate for annual turnover (duly specifying/segregating the turnover amount exclusively from housekeeping & sanitation services) for financial years 2014-15, 2015-16 & 2016-17.
   e) Income-tax Returns for Assessment years 2015-16, 2016-17 and 2017-18.
   f) Balance Sheet and Profit & Loss account for Financial Years 2014-15, 2015-16 & 2016-17.
   g) Self-certified copies of PAN, PF Registration, ESI Registration, GST registration
   h) Self-certified copies of address proof as prescribed in eligibility criteria chapter.
   i) Self-certified copies of incorporation certificate viz. Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship.
   j) Self-attested copies of latest Form 9A EPF & 5-Return of Contribution to ESI.
   k) 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.
   l) Self-certified copies of documentary proofs for any tie up for vocational training in sanitation with Govt. approved Institutes, and/or for having own training set-up.
   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-E**. One copy shall be submitted before opening of tender application.

r) Check list, as per **Annexure-F**, along with the application, for all the documents, certificates etc. to be furnished for 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 applicants are required to produce the original copies of all the documents/certificates attached with technical bid application, for verification before the tender committee on technical bid opening/evaluation day.

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 attached with technical bid application, 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 & Sanitation Services at Income Tax Department Office "KAUTILYA BHAVAN", BKC, MUMBAI".**
d) The tender document – Chapter-I on Definitions, Chapter-II on Invitations to Application, 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 envelope containing application documents is 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 13th Day of August 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 and/or check list 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 applications.

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.21, 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 the corrigendum / amendments to the Tender Document without fail and submit the offer accordingly. The department is not responsible for ignorance of corrigendum.

Date:
Place:

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

CHAPTER-V
SCOPE OF WORK

1. 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 hereunder or not.

2. 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:

   Floor, walls and tiles, partition walls, internal walls, glass partitions, windows with glass, corners, ceilings including cobwebs, doors with handles, chairs & office furniture, telephone, computer, overhead projectors, counters & other work station, flowerpots,, name-plates, notice-boards, sign-boards, staircases including rear ones and all railings signage, door mats, canteen/kitchens, dining areas, all ingress & exit areas, drinking water area & equipment cleaning, garbage/waste collection, dust bins, terrace cleaning, lightings, all fans, deep cleaning of sanitary conveniences/washrooms/toilets/restrooms/feminine hygiene facilities, paved corridors, passage, balconies, lobby, common area, lifts cleaning all aspects, switch, exhaust cleaning, dust cleaning from book/files/curtains/carpet/chairs-cushions/sofa and all upholstery (regular vacuuming), spill management, fixed glass panes/structural glazing, grills, special brasso polishing of all brass items, manhole, water drains & drain mouth and open pits, watering of all the indoor plants, checking & putting naphthalene balls & sanicubes in all urinals & wash basins and placing hand-washing soap in small containers, odonil/aer packet, toilet papers in all toilets/washrooms, removal of cobweb from toilets, corridors & staircase and removing unwanted plants/trees etc. from the walls/surfaces, cleaning during construction works, cleaning services during natural calamity/disaster, dusting of fire extinguishers, air ventilation system, air conditioners, CCTV appliances, public address system etc. and other cleaning works as required within the 'service area' as per prescribed 'time-schedule'.

3. **Key Performance Parameters:** Key performance parameters have been grouped under three major headings, i.e., building elements, fixture elements, and environmental elements as given below (these parameters are illustrative in nature, and may include other aspects necessary for satisfactory execution of prescribed work):

Building elements		
Particulars		**Required cleaning standard**
I	External features, fire exits and stairwells, Handrails	• Landings, ramps, stairwells, fire exits, steps, entrances, porches, balconies, eaves and external light fittings are free of dust, grit, dirt, leaves, cobwebs, rubbish, cigarette butts and bird excreta. • Handrails are clean and free of stains. • Terrace/roof/open space furniture is clean and operational.
II	Walls, skirting and ceilings	• Internal walls and ceilings are free of dust, grit, dirt, lint, soil, film and cobwebs. • Walls and ceilings are free of marks caused by furniture, equipment or staff. • Light switches are free of fingerprints, scuffs and any other marks.

		• Light covers and diffusers are free of dust, grit, dirt, lint and cobwebs.
III	Windows (internal)	• Surfaces of glass are clear of all streaks, spots and marks, including fingerprints and smudges. • Window frames, tracks and ledges are clear and free of dust, dirt, grit, marks, spots and cobwebs.
IV	Doors	• Internal and external doors and doorframes are free of dust, grit, dirt, lint, soil, film, fingerprints and cobwebs. • Doors and door frames are free of marks caused by furniture, equipment or staff.
V	Hard Floors	• The floor is free of dust, grit, dirt, litter, marks and spots, water or other liquids. • The floor is free of polish or other build-up at the edges and corners or in corridor/passage lanes. • The floor is free of spots, scuffs or scratches on corridor/passage lanes, around furniture and at pivot points. • Inaccessible areas (edges, corners and around furniture) are free of dust, grit, dirt, lint and spots. • Polished or buffed floors are of a uniform luster. • Appropriate signage and precautions are taken regarding pedestrian safety near newly cleaned or wet floors.
VI	Ducts, grills and vents	• All ventilation outlets are kept unblocked and free of dust, grit, dirt, soil, film, cobwebs, scuffs and any other marks. • All ventilation outlets are kept clean and uncluttered following cleaning.
Fixture elements		
VII	Electrical fixtures and appliances	• Electrical fixtures and appliances are free of grease, dirt, dust, encrustations, marks, stains and cob webs. • Range hoods (interior and exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces. • Drinking fountains are clean and free of stains and mineral build-up. • Insect killing devices are free of dead insects, and are clean and functional.
VIII	Furnishings, fixtures and appliances	• Hard surface furniture is free of spots, soil, film, dust, dirt, fingerprints and spillages. • Soft surface furniture is free from stains, soil, dirt, film and dust. • Furniture legs, wheels and castors are free from mop strings, soil, dirt, film, dust and cobwebs. • Inaccessible areas (edges, corners, folds and crevices) are free of dust, grit, dirt, lint and spots. • All high surfaces are free from dust, dirt and cobwebs. • Curtains are free from stains, dust, dirt, cobwebs, lint. • Furniture has no odour that is distasteful or unpleasant. • Shelves, bench tops, cupboards and wardrobes/lockers are clean inside and out and free of dust, dirt and litter or stains. • Fixtures, surfaces and appliances are free of grease, dirt, dust, encrustations, marks, stains and cobwebs. • Internal plants are free of dust, dirt and litter. • Waste/rubbish bins or containers are clean inside and

		out, free of stains and mechanically intact. • Fire extinguishers and fire alarms are free of dust, grit, dirt and cobwebs.
IX	Toilets and bathroom fixtures	• Wash basins, WC sheets, toilet-sheet, urinals, and other porcelain and plastic surfaces are free from smudges, smears, soap build-up and mineral deposits. • Metal surfaces and mirrors are free from streaks, soil, dirt, smudges, soap build-up and oxide deposits. • Wall tiles and wall fixtures (including soap and cream dispensers and towel holders) are free of dust, grit, dirt, smudges/streaks, mould, soap build-up and mineral deposits. • Plumbing fixtures are free of smudges, dust, dirt, soap build-up and mineral deposits. • Toilets fixtures are free from odours that are distasteful or unpleasant. • Polished surfaces are of a uniform luster. • Sanitary disposal units are clean and functional. • Consumable items are in sufficient supply.
Environmental element		
X	General tidiness	• The area appears tidy and uncluttered. • Floor space is clear, only occupied by furniture and fittings designed to sit on the floor. • Fire access and exit doors are left clean and unhindered. • Regular & periodic collection & disposal of waste/garbage as per prescribed guidelines/SOP
XI	Odour control	• The area smells fresh • There is regular spray of room fresheners etc. • There is no odour that is distasteful or unpleasant. • Room deodorizers are clean and functional.

4. **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 under different categories, cannot be less than the prescribed number, as under:
    - *Housekeeping Personnel / Janitors: Minimum Twenty-Four (23) Persons*
    - *Supervisors: Minimum one (1) Person*

Time Schedule:

5. 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.
6. 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.
7. 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	16:30 PM	(First Shift deployment) 19 Housekeeping Personnel 1 Supervisor
10:00 AM	6:00 PM	(Second Shift or additional deployment) 4 Housekeeping Personnel

Cleaning Schedule:

8. 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 key performance parameters. 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. All the toilets (except for attached toilets in cabins) shall be cleaned and made fit for use by 10.30 AM on all working days. The other areas viz. workstations, staff-seating areas, waiting areas, staircase, ingress & exit doors/areas, entrance lobby etc. shall also be cleaned before 11:30 AM on all working days.
9. The Service Providers shall follow/ensure cleaning frequency, level & method of cleaning/disinfection as under:

Daily Cleaning			
Functional Area	Frequency of Cleaning	Level of Cleaning	Method of Cleaning
Common Toilets	1st Cleaning to be completed before 10:30 AM 2nd Cleaning to be completed between 11:30 AM to 1:30 PM. 3rd Cleaning to be completed between 2:30 PM to 4:30 PM In addition to the above, spot cleaning as and when required.	Cleaning and Intermediate level disinfection	Brooming, sweeping, washing, deep cleaning with soap & detergent plus disinfection with alcoholic compound, hydrogen peroxide and phenolics etc.
Cabins with attached toilets	1st Cleaning after opening of the cabins/in presence of staff of the concerned officer. Preferably between 9:30 AM to 10:30 AM Thereafter, spot cleaning as and when required.	Cleaning and low level disinfection	Brooming, sweeping, washing, cleaning with soap & detergent plus disinfection with phenolics
Cabins without toilets	1st Cleaning after opening of the cabins/in presence	Cleaning and low level disinfection	Brooming, sweeping, washing, cleaning with soap

	of staff of the concerned officer. Preferably between 9:30 AM to 10:30 AM		& detergent plus disinfection with phenolics
Cubicles Workstations/ Staff-Sitting Area Corridors All ingress & exit areas & lobbies Staircase & lifts Canteen/kitchens Cafeteria, Staff & executive dining areas	1st Cleaning to be completed before 11:30 AM. Thereafter, spot cleaning as and when required.	Cleaning and low level disinfection	Physical removal of soil, dust or foreign material, brooming, sweeping, washing, cleaning with water and detergent plus disinfection with phenolic
Waiting room/areas, Library, Meeting Rooms, Conference room, Gyms, recreation area/rooms, other common rooms/areas Atrium area Other common utilities area/designated areas	1st Cleaning to be scheduled between 10:30 AM to 1:30 PM, or as early as possible or as decided by the Authorized Person of the department. Thereafter spot cleaning as and when required.	Cleaning and low level disinfection	Physical removal of soil, dust or foreign material, brooming, sweeping, washing, cleaning with water and detergent plus disinfection with phenolic
External Fixtures/fittings/ Office furniture/ doors/windows/ mirrors/ paper trays/ desktops/other installations name-plates/notice-boards/ flowerpots/ equipment /appliances etc.	To be scheduled between service hours as per normal practice.	Dusting & cleaning	Physical removal of soil, dust or foreign material followed by cleaning with water and detergent (wherever required)

Other daily cleaning works:

- Emptying & cleaning of dustbins of all cabins/rooms/sections,
- Removal of discarded/sweeping/unwanted materials, waste papers, packing materials to the designated places,
- Restocking of toiletries (soap, urinal cubes, naphthalene balls/air purifiers) in toilets after intensive daily checking in the morning and at intervals of two hours thereafter,
- Refilling liquid soap dispensers (on daily basis in public toilets and on requirement basis in officers' toilets), re-filling of toilet rolls / tissue papers, etc.,
- Spraying of room freshener/deodorant in toilets, designated cabins/rooms/common areas etc. twice a day (plus as and when required),
- Collection & removal of solid waste /wet waste, garbage etc.,

- Cleaning & sanitation of washroom-dustbins/waste bins,
- Replacement of waste bins plastic cover/bags on daily basis,
- 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.
- **No garbage shall be left at the office premises overnight**.

Weekly cleaning (On Saturdays)

- Machine and hand scrubbing and thorough cleaning / washing of the entire floor area by using approved cleaning material and dry/wet mopping,
- Cleaning of floors by shifting and moving furniture such as sofas, almirahs, tables, etc.,
- Dusting of walls, ceilings, etc., from top downwards and removal of cobwebs,
- Cleaning of windows, window panes, doors & door frames,
- Wiping & cleaning of fixtures, fittings, office furniture, almirahs/cupboard/racks,
- Stain removal treatment of entire premises including stairs, area of office cabins, halls, reception, toilets, lifts, etc., and stain removing from fixtures, furniture and equipment,
- Polishing of staircase railings, polishing of other surfaces,
- Cleaning of ventilation outlets,
- Cleaning of inaccessible areas (edges, corners and around furniture),
- Dusting of files and file racks,
- Dusting & cleaning of fire safety appliances, CCTV appliances, water filters, coolers, air conditioners etc.,
- Dusting/cleaning of lightings, ceiling fans, switch boards, exhaust fans,
- Vacuum cleaning of curtains, sofa/chair cushions/upholstery, A.C. grills,
- Cleaning & maintenance of plumbing fixtures, toilet fixtures,
- Cleaning/removal of cobwebs from all areas including back/hidden areas except for areas covered under CPWD maintenance (to be identified with the help of authorized person of the department),
- Cleaning of drinking water cooler areas, dustbins, buckets, etc.,
- Deep/pressure cleaning of toilet sheets/urinals,
- Through checking and cleaning of sewage and drainage system,
- Removal of blockage, if any, occurring in the drains, floor traps toilets bath room, rain water pipes and gutters, storm water drains, sewers etc., preventive maintenance of the same,
- Cleaning of all electrical appliances, equipment, machine, tools used by personnel in cleaning services,
- Other miscellaneous work to ensure standard cleanliness as per performance parameters.

10. **List of Equipments to be provided by the Service Provider:**

a) 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.

b) 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.*

c) Out of the above illustrative list, the following equipments/tools in prescribed number/quantity are to be compulsorily used on daily basis:

Sr. No.	Particulars	Minimum No.
1.	Single Disc Scrubber	2
2.	Wet & Dry Vacuum Cleaner	2
3.	Glass Cleaning Kit	2
4.	Jet Pressure	1
5.	Small Pressure Pump	20 Nos.
6.	Spray Pump	24 Nos.
7.	Window Squeegee	3
8.	Various Height Ladders	2
9.	Telescope Rods(for cobweb removal work)	2 Nos.
10.	Safety Sign Boards	20
11.	Dustbin (Swing Bins – 20 Liter)	100
12.	Buckets, Toilet Brush, Plastic Drums, etc.	In adequate number
13.	Plastic Bucket 20 Liter	10 Nos.
14.	Plastic Bucket 15 Liter	20 Nos.
15.	Toilet Brush	60
16.	Dust Collecting Pans (with brush)	10 Nos.
17.	Plastic drums for garbage collection, storage and removal	15 Nos.
18.	Hand Gloves & mask (Only for Janitors involved in toilet cleaning)	50 Sets

11. **List of Cleaning/Sanitary Material (per month):**

a) 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.

b) 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),*
- *Liquid soap in small containers in all the wash rooms every morning,*
- *Disposable plastic bags to be put in waste box in each floor.*

c) Out of the above illustrative list, the prescribed minimum number/quantity for cleaning/sanitary materials required on monthly basis are as under:

Sr. No.	Particulars	Minimum Quantity
1.	Soft Broom	12 Nos.
2.	Hard Broom with Stick	4 Nos.
3.	Hard Broom	20 Nos.
4.	Naphthalene Ball	10 KG
5.	Toilet Cleaner - R6*	30 Liter
6.	Floor Cleaner - R2*	30 Liter
7.	Washing Powder	60 KG
8.	Glass Cleaner - R3*	15 Liter
9.	Liquid Soap (Dettol)	50 Pouch
10.	Liquid Soap	35 Liter
11.	Scotch Brite (large)	50 Nos.
12.	Glass Duster	50 Nos.
13.	Floor Duster	50 Nos.
14.	Check Duster	100 Nos.
15.	Sani Cubes (Packet of 12 Nos. Sanicube)	150
16.	Dry Mops (Sets)	16 Nos.
17.	Wet Mops (Sets)	16 Nos.
18.	Wet Mop Refill	16 Nos.
19.	Dry Mop Refills	16 Nos.
20.	Odonil Metropol	150 Nos.
21.	Wiper (Large)	10 Nos.
22.	Wiper (Small)	10 Nos.
23.	Floor Scrubbing Bruch with Handle	10 Nos.
24.	Biodegradable Dustbin Bags (large)	As required (Not to be reused)
25.	Bio degradable Dustbin Bags (small)	As required (Not to be reused)

12. **Contingency services:** The service provider shall also provide cleaning & other services in the entire premises as and when the contingency arises, on any day of the week (including of Sundays & any of the Gazetted Holidays). The service provider shall be responsible to maintain quality and work efficiency by deploying extra staff, if so required. After assessing the nature & extent of extra work performed by the service provider, a pro-rata payment shall be made for these contingency works along with the monthly bill.

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 & sanitation services; the service provider shall furnish their proof of photo identity, present and permanent address, education qualification details, training details in respect of trained/semi-trained personnel, 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 skill development course in housekeeping/sanitation or in house structured training programme or its equivalent
- Supervisor: 12th Pass with 05 years experience in Supervision of sanitation
- The housekeeping personnel/supervisor 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 housekeeping & sanitation 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 Housekeeping & Sanitation 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. Further, the service provider shall not employ any child labour.

g) 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 trained/semi-trained personnel required for providing housekeeping & sanitation services within the defined service area, at his own cost.

ii)The service provider shall issue employment cards to all the housekeeping and sanitation 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, the services of housekeeping & sanitation personnel may be utilized for other work also as per the requirement 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 engaged by the service provider shall be comprehensively insured for accidents and injuries by the service provider at his cost.

ix)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.

x)Any liability arising out of any litigation (including those in the consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all expenses/fines. The service provider / service provider's personnel shall attend the court, as and when required, in the said matter.

xi)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.

xii)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 cleaning tasks, the use of cleaning equipment, 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 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 housekeeping & sanitation services before submitting the application. For the same, the service provider may choose to inspect the site as specified above.

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 contractor 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 housekeeping & sanitation work/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 the work 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 what-so-ever. 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 the housekeeping & sanitation contract/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 cleaning 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 cleaning work 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. The service provider shall endeavor to use new & evolving technologies to maximize efficiency and satisfactory performance of the given scope of work.

iii) 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 Housekeeping & Sanitation 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.

iv) In case of minor faults in toilets and bathrooms such as small repairs or replacement of faulty/leaking taps, pipes, waste pipes, jets, seal traps, bottle traps, jails, fittings, lights, mirrors etc., 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.

v) 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.

vi) The Service Provider should make himself fully acquaint with all the conditions and circumstances under which the services required 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. In order to exercise effective control & supervision over the housekeeping & sanitation services, the supervisor appointed by the service provider should constantly monitor, and obtain feedback from Income Tax staff members/authorized visitors availing utility services and about general cleanliness of the premises.

ii) The service provider shall prominently display toilet cleaning schedule and cleaning checklist in each of the toilets.

iii) Feed-back books shall be kept at prominent places (preferably near washrooms gates) on each floor 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 including refills, maintenance of fire equipment, water purifiers 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 housekeeping and sanitation related issues 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 of the status of the equipment and its utilization,
      - A daily report of the chemicals and the consumables used,
      - A daily report of the general upkeep/conditions/fault in any office building fixtures, appliances, equipment etc.,
      - A monthly feedback report from the user areas as 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 housekeeping and sanitation services rendered 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 housekeeping and sanitation personnel deployed for the immediate preceding month.

IV. Prescribed certificate/undertaking in **Annexure-G**.

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), after satisfactorily completion of one year contract period shall be allowed to the service provider, 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-G** 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 housekeeping and sanitation personnel 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) Excess personnel deployed more than the number of housekeeping and sanitation personnel specified 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	1000/- per instance per personnel

personnel	
Unsatisfactory performance	Individual complaint: 1000/- per instance Adverse report by authorized person: 5000/ per instance Adverse monthly report by authorized person: 10,000/- per report
Machine/equipment out of order/deploying lesser no. of machines	2000/- per machine per day
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 the services remain consistently unsatisfactory for a period of more than 2 weeks	penalty of 5% of the annual contract value shall 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, cleaning schedule as prescribed in chapter "Scope of work",
   iii) Non-reporting of non-functional plumbing fixtures, urinals, wash basin etc. for more than one days to the authorized person of the department,
   iv) Non-reporting of leakage from any urinals, wash basin etc. to the authorized person of the department,
   v) Any other instances of improper upkeep, uncleanness, unhygienic conditions of the office premises.

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 prescribed 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 housekeeping & sanitation 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 housekeeping & sanitation 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				
A	**Total years of experience** in the field of housekeeping services as on date (determined from respective year's 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	**Annual turnover** in the Business of providing housekeeping services (determined from balance sheet/P&L account as on 31.03.2017 & auditor's/CA certificate) (maximum marks under this parameter 20 marks)	1 Crore to 2 Crores	>2 Crores up to 5 Crores	> 5 Crores	
		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 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 9001:2015	ISO 14001	OHSAS 18001	SA 8000
		issue date >3 years: 5 marks < 3 years: 3 marks	3 marks	3 marks	3 marks
E	**Training & satisfactory work performance** (determined from documentary proof/ documents/ certificates submitted by the applicants, site-visit may also be carried out by the tender committee or a person mandated on this behalf) (maximum marks under this parameter 6 marks)	Having own training center set-up and/or any tie up for vocational training in sanitation from Govt. approved Institutes (before 31.03.2018) (Please refer clause 3(b) of chapter – III)		Performance certificate issued by client in prescribed porforma (for contracts executed during period 01.04.2015 onwards) (Please refer clause 1(c) of chapter-III & illustration 2 below)	
		3 marks		Maximum 3 marks Minimum 0.5 marks	
F	Size of Contract ⇨ / Client Status ⇩ (determined from copy of work contracts submitted by the applicants, contracts executed before 31.03.2018) (maximum marks under this parameter 20 marks) (as per illustration 1 below)	25-40 persons	41-75 persons	> 75 persons	
		Govt./PSU: 16 marks MNCs/Fortune India 500 List Companies: 14 marks Other Organizations: 12 marks	Govt./PSU: 18 marks MNCs/Fortune India 500 List Companies: 16 marks Other Organizations: 14 marks	Govt./PSU: 20 marks MNCs/Fortune India 500 List Companies: 18 marks Other Organizations: 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.

Illustration 2 (for marks allotment on Performance certificate, criterion E 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 applicant submitting performance certificate in prescribed proforma Annexure-D, in respect of above mentioned two contracts shall be given extra marks as prescribed below:

- *Performance certificate with overall grading 'Excellent' shall carry 1.5 marks per certificate*
- *Performance certificate with overall grading 'Very Good' shall carry 1 marks per certificate*
- *Performance certificate with overall grading 'Good' shall carry 0.5 marks per certificate*
- *Performance certificate with overall grading 'Fair' shall not be considered/will carry 'Zero' marks.*

Maximum marks to be allotted under this criterion shall be limited to any of the two contracts carrying higher marks, of prescribed size executed during period 01.04.2015 onwards.

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 3 (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) A substantially responsive bid shall be one that meets the requirements of the tender document in totality i.e. by following the procedures as above. 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.

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 qualifiedapplicants/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 4
If the applicant/bidder at Illustration 3 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 and as explained at Illustration 4 below:

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

Illustration 5
If the applicant/bidder at Illustration 3 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 *Zonal Accounts Officer, CBDT,* 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 *(Please attach self-certified copies of address proof as prescribed in eligibility criteria chapter)*	
2.	Legal status & incorporation details of business establishment (individual / proprietor, partnership firm, limited company, corporation, cooperative society, etc.) *(Please attach self-certified copies of incorporation certificate viz. Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship*)	
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 service business. *(Please attach proof such as copy of work order etc.)*	
5.	Statutory details *(Please attach self-attested photocopies)* • Registration number of the agency (As per Shop and Establishment act.) • Labour License Number/ Registration number under the Contract Labour Act.	

	• Registration number under Labour Welfare Act. • PAN No. • PF - Registration number • ESI – Registration number • GST – Registration number		
6.	Quality Certificate details • ISO 9001 • ISO 14001 • OHSAS 18001 • SA8000 *(Please attach self-attested Xerox copies)*	Certificate No.	Year of issue
7.	Income Tax Return details for the last 3 years commencing from AY 2015-16 along with gross taxable income declared in income tax returns *(Please attach ITR acknowledgments for said years)*	A.Y. 2015-16 2016-17 2017-18	Gross Income
8.	Existing personnel deployed in such housekeeping services *(Please attach self-attested copies of Form 9A EPF & 5-Return of Contribution to ESI)*		

9. List of present and past clients of Housekeeping business (Please use separate sheet for each) as per the following format. The information provided will facilitate evaluation of technical bid.
(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)

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	Nature of work	Annual value of contract

10. **Financial Capabilities.**
Please provide the following details of your housekeeping service business & attach year-wise audited balance sheet and P&L account (Statement of accounts) from FY 2014-15. *Please also attach self-certified copies of company auditors/chartered accountants' certificate for annual turnover (duly specifying/segregating the turnover amount exclusively from housekeeping & sanitation services)*

Details	FY 2014-15	FY 2015-16	FY 2016-17
Annual Turnover			

	Annual Turnover exclusively from Housekeeping & Sanitation Services			
	Net Profit			
11.	Details of performance certificate/grading from the client *(Please attach self-certified copies and produce Original copies of performance certificate received from clients at the time of technical evaluation)*	As per prescribed Proforma		
12.	**Details of training arrangement -** Having own training center set-up and/or any tie up for vocational training in sanitation from Govt. approved Institutes *(Please attach necessary documentary proof/ documents/ certificates in this behalf)*			
13.	Details of pending litigations, details of terminated/abandoned contracts due to litigation. If yes, please provide complete details with nature of complain/litigation *(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)*			

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 sanitation 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:
   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) @ [13.15% 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 sanitation personnel per Month:
Rupees (In words)_____ Rs._____/-

2. Total Charges for providing required Machine/equipments/tools, Material/Chemicals/Consumables etc., and all other costs for housekeeping and sanitation services per Month:
Rupees (In words)_____ Rs._____/-

GRAND TOTAL VALUE OF CONTRACT [INCLUDING TAXES (as applicable)] PER MONTH – Sum of (1)+(2) above.

Rupees (In words)_____ Rs._____/-

3. 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 monthly rate for the housekeeping and sanitation 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 & sanitation 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 sanitation service. 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 to cater to the requirements for fulfilling all statutory dues imposed 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 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 & Sanitation Services contract agreement dated _____ between _____ and _____, I/we agree to provide Housekeeping & Sanitation 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 2019, 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 Signature(s) of the Indemnifier(s)

WITNESS:

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
DETAILS/PARTICULARS OF SATISFACTION GRADING

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of the contract and location
2. Agreement no.
    a) Scope of Contract
    b) Contract Cost
    c) Date of start
    d) Period
    e) Amount of compensation/penalties levied, if any
    f) Performance Report
        i) Quality of Services - Excellent/Very Good/Good/Fair
        ii) Resourcefulness - Excellent/Very Good/Good/Fair
    g) Compliance of all statutory requirements- Yes / No
    h) Overall grading - Excellent/Very Good/Good/Fair

(Signature Seal of the Organization)

Date:
Place:

ANNEXURE-E
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-F
CHECK-LIST

TENDER FOR OUTSPOURCING OF HOUSKEEPING & SANITATION 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? 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.	Details/Particulars of Performance Certificate as per Annexure-**D** Whether copy of Performance Certificate issued by the respective organizations enclosed?		
7.	Whether self-certified copies of company auditors/chartered accountants' certificate for annual turnover (duly specifying/segregating the turnover amount exclusively from housekeeping & sanitation services) for financial years 2014-15, 2015-16 & 2016-17, have been attached?		
8.	Whether income-tax returns for the last 3 assessment years, i.e. Assessment years 2015-16, 2016-17 and 2017-18, have been attached?		
9.	Whether Balance Sheet and Profit & Loss account for		

	Financial Years 2014-15, 2015-16 & 2016-17, 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 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 self-certified copies of documentary proofs for any tie up for vocational training in sanitation with Govt. approved Institutes, and/or for having own training set-up, have been attached?		
16.	Whether undertaking letter as per ANNEXURE-A, has been attached?		
17.	Whether Indemnity Bond as per **ANNEXURE – B**, has been attached?		
18.	Whether Integrity Pact, duly signed by the Applicant as per **ANNEXURE – C**, has been attached?		
19.	Whether Letter of Authorization for Attending Bid Opening as per **ANNEXURE-E**, has been attached?		
20.	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–G
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 sanitation 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