



GOVERNMENT OF INDIA
PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX,
KARNATAKA & GOA REGION, BENGALURU, CENTRAL REVENUE BUILDING,
No.1, QUEEN'S ROAD, BENGALURU-560 001
Phone No: 080-22866306 Fax:080-22868223

.....
Tender No: 61(6)/18-/19/Pr.CCIT

.....
Dated: 15-10-2018

TWO-BID TENDER NOTIFICATION
FOR PROVIDING HOUSE KEEPING SERVICES

1. The Principal Chief Commissioner of Income Tax, Bengaluru invites two bid tender [**Technical and Financial Bid**] from bidders having experience of providing House keeping services (Internal) for Income Tax Office at BMTC (TTMC) building, 80 feet Road, near Sony signal, Koramangala, Bengaluru.
2. The Bidders are requested to obtain the Bid forms and other details from the Income Tax Officer (Infrastructure), O/o The Principal Chief Commissioner of Income Tax, Bengaluru, from the date of publication of tender notification on all working days between 11.00am and 1.30pm upto 6/11/2018 by payment of Rs.500/- by crossed demand draft drawn in favour of ZAO, CBDT, Bengaluru.
3. The Bid forms and all other details can also be downloaded from the website www.incometaxindia.gov.in/www.incometaxbengaluru.in/www.eprocure.gov.in. The cost of the Bid document shall be paid separately as mentioned in the Bid document.
4. The timelines for submission and opening of bids are mentioned in the Bid document. The bid should reach this office latest by 04:00 PM on 12/11/2018. Bids received after the deadline will be treated as invalid.

ISSUED BY:
INCOME TAX DEPARTMENT,
BENGALURU.

NOTICE INVITING TENDER

To

Sealed Tenders for providing Internal House keeping for Income Tax Office, BMTC(TTMC) building, 80 feet Road, near Sony signal, Bengaluru, are invited by the Principal Chief Commissioner of Income Tax, Karnataka and Goa, Bengaluru from the bidders with experience/financial/infrastructure/manpower capabilities in accordance with relevant clauses of the bid document.

1.1 The overall guidelines are as under:

1.2.1	Description of Scope of Work	The Service provider are required to provide internal house keeping of Income Tax Office, at 1 st , 2 nd ,3 rd , 4 th , 5 th and 7 th floor of BMTC (TTMC) building spread over area of 212714 Sq.ft.
1.2.2	Type of Bid	TWO BID- Technical and Financial Bids
1.2.3	Contract Period in Years	One year from the date of notification of award of Contract subject to further extension on yearly basis up to maximum of two years on same terms and conditions subject to mutual agreement.
1.2.4	Earnest Money Deposit	Rs. 1,50,000/- (Rupees One lakh and fifty thousand only)
1.2.5	Mode/Validity of E.M.D.	Crossed DD /Pay Order/ Bankers Cheque issued by Scheduled Banks drawn in favour of ' ZAO, CBDT, Bengaluru ' valid for at least 180 days from the date of Technical/Financial bid Opening.
1.2.6	Performance Bank Guarantee	5% of the successful price bid
1.2.7	Validity of performance Bank Guarantee	180 days after expiry of Contract.
1.2.8	Cost of Bid Document (Non-Refundable)	Rs.500/- (Rupees Five hundred only) by crossed DD drawn in favour of ' ZAO, CBDT, BENGALURU '
1.2.9	Period/Dates & Time of issue of Bid Document	17/10/2018 To 06/11/2018 from 11.00 AM to 01.30 PM During Working Days
1.2.10	(i) Time to visit I.T.Office at BMTC(TTMC) and (ii) Pre bid meeting	(i) 22/10/2018 to 02/11/2018 from 11.00 AM to 01.30 PM (ii) 2/11/2018 -11.00 AM at the Kabini Hall, Second floor, CR Building, No.1, Queen's Road, Bengaluru - 560 001
1.2.11	Date of submission of bid	On or before 09/11/2018
1.2.12	Date & Time of Closure of Bid	04.00 PM on 09/11/2018
1.2.13	Date & Time of Opening of Bid	12/11/2018 at 11.00 AM at the Kabini Hall, Second floor, CR Building, No.1, Queen's Road, Bengaluru - 560 001
1.2.14	Date & Time of opening of Financial Bid	Shall be decided later and intimated to Bidders successful in Technical Bid.
1.2.15	Bid Validity	180 days from final date of submission of bids
1.2.16	Deposit of Bid Documents	One Single Envelope with Two Separate envelope ie [one marked as Technical Bid for Internal house

		keeping of Income Tax Office at BMTC(TTMC) building and other as Financial Bid for Internal house keeping of Income Tax Office at BMTC(TTMC) building and deposit in the Inward Section of the Office of the Principal Chief Commissioner of Income Tax, II Floor, Central Revenue Building, No:1, Queen's Road, Bengaluru-560 001.
1.2.17	Period of commencement of Work	Within 15 days of issue of letter of acceptance, failing which penalty per day @0.05% of the annualized contract value

1.3 The Bid process shall be as detailed in this Notice Inviting Tender [NIT].

1.4 The service providers are requested to study the full document before participating in the Bid process and give compliance report as per the Annexure/Forms enclosed, with signature on all the pages of the Bid document as a proof of having read it.

1.5 Adopting unethical means will debar bidder from the Bidding process besides inviting other action as per rule.

Sd/-
(S. TAMIL SELVAM)
Joint Commissioner of Income Tax(Hq.)(Admn.),
O/o Principal Chief Commissioner of Income Tax,
Karnataka & Goa, Bengaluru.

CHAPTER-1

1. SCOPE OF WORK

The Service provider is required to provide internal house keeping of Income Tax Office located at 1st, 2nd, 3rd, 4th, 5th and 7th floor of BMTC (TTMC) building, 80 Feet Road, near Sony signal, Koramangala, Bangalore., The service provider shall undertake housekeeping of internal office space, rest rooms as listed below.

Floor	Rest rooms in the hall	Rest rooms inside the chambers
First	4	7
Second	4	9
Third	4	9
Fourth	4	9
Fifth	2	7
Seventh	4	19

1.1 HOUSE KEEPING SERVICES

The Housekeeping should be carried out by deploying adequate number of suitably trained, uniformed personnel with suitable equipment, cleaning & washing solution, detergents and consumables etc.

Housekeeping jobs shall include cleaning of officer's chambers, staff halls, visitors rooms, record rooms, corridors, rest rooms, furnitures, Office equipments, partition, glass panes, cob web with suitable cleaning materials, suitable mechanically and electrically operated equipments /mechanized dry and wet scrubbers/ vacuum cleaners and specified manpower, on all days. Only liability on the part of Income Tax Department, Bengaluru being provision of electricity, water, access and minimum storage space where material/equipment can be stored.

The minimum staff/personnel requirements are as under:

Sl.No.	Staff category	Minimum No. of Persons
1	Supervisor	2
2	House keeping personnel	30

1.2 OFFICE SPACE

- Sweeping, scrubbing and mopping of the entire floor area.
- Upkeep and removing satisfactorily cobweb on walls, ceiling and surrounding areas.
- Vacuum cleaning to be done periodically on upholstery, curtain and fabrics.
- Periodic cleaning of Venetian blinds, wooden blinds and other blinds.
- Cleaning the furniture's such as tables, computer tables, chairs, sofas, coffee table, cupboards, compactors, racks, shelves, almirahs, etc.
- Cleaning of office equipments such as telephones, computers, photo copiers, fax machines, etc.

- Cleaning of fixtures such as partitions, doors, tube light fittings, fans, air conditioners, etc.
- Vacuum cleaning/wipe cleaning of glass and glass fixtures, windows and window shutters, glass doors, door handles, wall fixtures, wall painting and signage boards, etc.
- Appropriate signage to be posted towards ensuring pedestrian safety on cleaned surfaces.
- Conference room/meeting hall shall be cleaned before and after every meeting /event.
- Door mats, carpets are to be cleaned daily.
- Creche, recreation club, association rooms shall be cleaned daily.
- Dust bins have to be cleared periodically and waste has to be deposited at the designated place by the concerned authority.
- Potted plants are to be provided on need basis. It shall be ensured that these potted plants are watered and properly maintained in all the rooms and reception/corridor areas as per the requirements.

Any other tasks as and when arises or as directed by the Building In-charge within the scope of house keeping.

1.2 REST ROOMS

- Maintaining all rest rooms in hygienic conditions by cleaning & wiping of WC seats & flush fittings with specified disinfectant solution and keeping them odour free, using specified rest room bowl cleaner.
- Cleaning of all sinks & countertops, partitions, urinary stalls, tiled walls, mirrors etc.
- Cleaning and removing of all chokes/blockages in the water supply and sanitary lines.
- The sanitary tubes, air purifier, naphthalene balls, liquid soap, toilet rolls etc., should be provided adequately in all the rest rooms.
- Good quality cleaning powder, detergents, brooms, brushes, dustbin, vacuum cleaner, room freshener, liquid soap, wiper, drain opener, disinfectant liquid etc., shall be used.
- Cleaning of rest rooms in hall shall be cleaned once in two hours.
- Cleaning of attached rest rooms shall be cleaned every day morning and as when required.
- Care shall be taken that cleaning process does not obstruct the use of rest rooms for a very long time. Proper signage has to be placed while cleaning process is carried out.
- Dust bins have to be cleared periodically and waste has to be deposited at the designated place. There shall be no left over waste in dust bins at the end of the day.
- All cleaning equipments and materials such as brooms, mops, cleaning liquids bottles, etc. shall not be left at the place of use and these items shall be kept at the designated place.

Any other tasks as and when arises or as directed by the Building In-charge within the scope of house keeping.

CHAPTER-2

2. INSTRUCTIONS TO BIDDERS

- 2.1 The Bid documents (non-transferable) can be seen at Website www.incometaxindia.gov.in/www.incometaxbengaluru.in/www.eprocure.gov.in and the same can be downloaded, however, the cost of Bid document as mentioned in **1.2.8** shall be payable separately, otherwise the same shall be rejected.

2.2 ELIGIBILITY CRITERIA (TECHNICAL CRITERIA)

The bidder must fulfill the following conditions.

- a) Bid Document will be issued to only those specialised firms/contractors/service providers who comply the following eligibility criteria. **The Bidder shall submit the documentary proof of eligibility criteria, failing which the tender will be summarily rejected.** Bidder are advised to visit the Income Tax Office at BMTC(TTMC) building, 80 feet Road, near Sony signal, Koramangala, Bengaluru, for on-the-spot assessment as mentioned in 1.2.10 of [NIT]before submitting their bids. The bidders are requested to seek necessary clarifications during the pre-bid meeting.
- b) The bidder should be registered in India and providing house keeping services as mentioned in scope of work.
- c) The bidder should have suitable experience in providing house keeping services to Central/State Government Institutions/ PSUs /Autonomous Government Institution during any two years during the three year period from F.Y 2015-16 to 2017-18.
- d) The bidder should provide the list of the top three clients served during the period from F.Y. 2015-16 to 2017-18, along with the details of the address of the premises, period of service and work certificate from the concerned client in this regard.
- e) Bidder shall submit Solvency Certificate from any nationalised bank for 50 lakhs.
- f) The average annual business turnover of the Agency in the last 3 financial years should be more than 1 Crore. Certified financial statements should be enclosed for evidence. Copies of the IT Return filed for the latest three AYs should be furnished along with a certified copy of the PAN card.
- g) The bidder should comply with all other relevant laws and regulations like Employee Provident Fund Act, Labour Commissioner Licence, Employee State Insurance Act etc. The necessary proof of the same has to be produced. All the members of work force will be governed by the Shop and Establishment Act of Government of Karnataka.
- h) The bidder should submit certified copy of GST registration certificate.
- i) No Joint Venture/consortium is allowed to participate in the bid process.
- j) INCOME TAX DEPARTMENT, BENGALURU may consider relaxation of any of the norms mentioned above if the bidders have exemplary previous record on quality of service from the four existing customers of it. This is subject to actual verification of the credentials.

2.3. BID IS IN TWO PARTS.

- (i) **Technical Bid** containing details of general nature viz. Demand Draft for Cost of bid document, E.M.D., details required for Eligibility Criteria, Experience of Service provider as asked for in the bid. (as per the relevant Annexure).
- (ii) **Financial Bid** Shall contain Schedule of rates duly filled, signed and stamped on each page.
 - The above two envelopes should be separately sealed and superscribed as "**Envelope No.1-Technical Bid**" and as "**Envelope No.2-Financial Bid**" and enclosed in a **larger Envelope** superscribing as techno-financial Bid with Tender Notice No., description of work and due date of opening on the cover and addressed to the **Principal Chief Commissioner of Income Tax, Bengaluru.**

- Financial bid of only those bidders whose technical bid are found acceptable, in order and complete in all respects shall be opened by constituted committee in this office on notified time, date, place in presence of Qualified bidders or their duly nominated representatives and financial bid of bidders who do not qualify as per contents of the technical bid shall be returned to them along with their E.M.D. and financial bid (without opening).
- The Department reserves the right to reject any bid without assigning any reasons thereof, in the interest of the work.
- Any deviation from the clauses hidden/intentional/unintentional shall be considered as contravention of the clauses of Bid document and same shall also be grounds of rejection.
- The Bid form should be legibly written or typed quoting all in words as well as figures duly signed by bidder with Seal of Agency/Firm.
- The Bid document is not transferable. Each bidder shall submit only one bid as per scope of work. No bidder shall have any cause of action or claim against INCOME TAX DEPARTMENT, Bengaluru, for rejection of his bid.
- The Bid documents submitted should be signed and stamped by the authorised signatory of the Agency/Firm on each page of the documents which are serially numbered, the failure to do so will be treated as non-fulfillment of the Bid conditions and the bid shall be summarily rejected.
- INCOME TAX DEPARTMENT, BENGALURU reserves all rights to extend the deadline for submission of bids.

2.4 PRECAUTIONS WHILE FILLING THE BIDS.

The bidders should take care of the following while filling the Bids.

- Overwriting/correction should be duly signed by the bidder.
- A consolidated rate should be quoted along with its break up showing various items of charge. The bidder has to comply with the provisions of the Minimum wages Act of Central Govt. in respect of all employees engaged. The rates quoted shall be firm and final.
- The rates should be quoted in figures as well as in words and should mention all charges, surcharges, taxes, duties etc., separately. The consolidated figure shall also to be quoted.
- INCOME TAX DEPARTMENT, BENGALURU holds no liability to increase the rates after their acceptance due to any reason whatsoever except when wages are revised statutorily by the Central Government.
- Any attempt at influencing the evaluation of the bid will cause the bidder to be excluded from consideration. The bidder signing the bid should clearly specify whether he/she is signing as sole proprietor, partner, under power of attorney or as Director/Manager/Secretary etc., as the case may be. Copies of the document authorising the signatory to sign the bid on behalf of such Company/Firm and Persons, should be attached with the bid.

2.5 CONTENT OF BIDDING DOCUMENT

The services required, bidding procedures and contract terms are described in the bidding document. In addition to the Invitation for Bids, the Bid document shall include:

Annexure 1 : Bid submission proforma.

Annexure 2 : Bid submission agreement proforma.

Annexure 3 : Proforma of authorisation letter for attending pre-bid meeting and tender opening.

Annexure 4: Affidavit to take full responsibility for lapses of employees of the Service Provider.

Annexure 5: Tender Compliance report

Annexure 6: Proforma of Performance Bond Bank Guarantee.

Annexure 7: Format for Technical Bid

Annexure 8: Format for Financial Bid

The Service Provider is expected to study carefully all the instructions; failure to furnish all information required by the Bid document will be at the Service provider risk. Bid not complying with Bid conditions and not confirming to Bid specifications will result in the rejection of its bid without seeking any clarifications.

2.6 PREPARATION OF BID

Language and signing of Bid

2.6.1 The bid prepared by the Service provider and documents relating to the bid shall be written in English language. Supporting documents and printed literature furnished by the Service provider may be in any other language provided they are accompanied by an accurate translation of the relevant passages in English.

2.6.2 Bid shall be submitted in the prescribed bid Proforma. The prescribed Proforma duly filled in and signed should be returned intact.

2.6.3 In the event of the space on the bid Proforma being insufficient for the required purpose additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed, in such cases reference to the additional page (s) must be made in the bid.

2.6.4 The Service providers are advised in their own interest to ensure that all the points brought out in the checklist are complied within their bid failing, which the offer is liable to be rejected.

2.6.5 The Service providers should indicate at the time of quoting against this bid their full postal addresses and fax number.

2.6.6 The Power of Attorney or Authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the Service provider, shall be annexed to the bid.

2.6.7 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

2.6.8 The Service provider shall complete the Financial bid format furnished in the bidding document, indicating the rate in Indian Rupees only.

2.6.9 The Service provider shall index all the documents/proforma enclosed and number the pages chronologically.

2.7 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

The Service provider are advised to ensure that their bids are complete in all respects and confirm to terms, conditions laid down in the bid. Bid not complying with the requirement of the bid documents are liable to be rejected summarily.

2.8 BID PRICE

Prices quoted by the Service provider shall be valid and constant during the Service provider's performance of the contract and will not be subject to any variation on any account.

2.9 INCOME TAX LIABILITY

The Service provider will have to bear all Income Tax liability both corporate and personal Tax/Liability of the wages etc. for the personnel deployed by him.

2.10 PERIOD OF VALIDITY OF BIDS

The Bid shall be valid for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed to thereof. In exceptional circumstances, prior to expiry of the original bid validity period, the Competent Authority of INCOME TAX DEPARTMENT, BENGALURU may request the Service provider for specific extension in the period of validity. The requests and the responses shall be made in writing. The Service provider will undertake not to vary/modify the bid during the validity period or any extension agreed to thereof.

2.11 DEADLINE FOR SUBMISSION OF BIDS

The Bid must be submitted at the address specified in Invitation for Bids not later than 04.00 PM on the notified date of closing of the Bid. Offers sent by hand delivery should be submitted in the Inward section of the Office of the Principal Chief Commissioner of Income Tax, II Floor, Central Revenue Building, No.1, Queen's Road, Bengaluru-560 001 and obtain acknowledgement not later than 05.00 PM. on the specified date. All outstation bid, if sent by post, should be sent under registered cover.

2.12 LATE BIDS

Any bid received after dead line for submission of bid, will be rejected and returned unopened.

2.13 AMENDMENT OF BID DOCUMENT

2.13.1 At any time prior to the date of submission of bids, INCOME TAX DEPARTMENT, BENGALURU, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.

2.13.2 The amendments shall be intimated in writing, e-mail or by FAX to all prospective bidders on the address intimated at the time of obtaining of bid document from the INCOME TAX DEPARTMENT, BENGALURU and these amendments will be binding on them.

2.13.3 In order to afford reasonable time to the prospective bidders to take the amendments into account in preparing their bids, the INCOME TAX DEPARTMENT, BENGALURU may, at its discretion, extend the deadline for the submission of bids suitably.

2.14 OPENING OF BIDS

The bids shall be opened on 12-11-2018 at 11.00 AM in the presence of bidders or their authorized representatives who wish to be present at the time of opening of bids on due date.

2.15 UNSOLICITED POST TENDER MODIFICATIONS

Unsolicited post-bid modification will straight away lead to rejection of the offer.

2.16 EVALUATION OF BID

Evaluation and comparison of bids will be done as per provisions of Financial Bid Format.

2.17 EXAMINATION OF BID

The committee constituted by competent authority will examine the bids to determine whether they are complete and in order.

2.18 NON CONFIRMATION TO STIPULATIONS OR SPECIFICATIONS

The Service provider must note that his/her Bid will be rejected in case the bid stipulations are not complied with strictly. The lowest Bid will be determined from among those Bids, which are in full conformity with the required specifications.

2.19 CRITERIA FOR THE AWARD OF CONTRACT

INCOME TAX DEPARTMENT, BENGALURU will award the contract to the successful Service provider whose bid has been determined to be **in full conformity to the bid documents** and has been determined as the lowest evaluated bid.

2.20 COMMITTEE DULY CONSTITUTED BY COMPETENT AUTHORITY OF INCOME TAX DEPARTMENT, BENGALURU, RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

Committee duly constituted by Competent Authority of INCOME TAX DEPARTMENT, BENGALURU, reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Service provider or Service providers or any obligation to inform the affected Service provider or Service providers of the ground for its actions and decisions. INCOME TAX DEPARTMENT, BENGALURU, also reserve to itself the right to accept any bid in part or split the order between two or more Service providers.

2.21 NOTIFICATION OF AWARD (NOA)

Prior to the expiration of the period of bid validity, INCOME TAX DEPARTMENT, BENGALURU, will notify the successful Service provider in writing that its bid has been accepted and work order will be issued. The timelines for submission of 'Performance Bank Guarantee' and start of service will commence from the date of receipt of communication of successful bid and unsuccessful service provider will be returned and discharge their bid securities.

2.22 MOBILISATION PERIOD

Successful bidder shall be required to mobilise for commencement of services on date notified by the Department in NOA, failing which penalty as specified in 2.29.2 shall be imposed.

2.23 SIGNING OF CONTRACT

The successful bidder shall present himself for signing the contract along with the 'Performance Bank Guarantee' immediately after receipt of communication of successful bid from INCOME TAX DEPARTMENT, BENGALURU. The successful Service provider is required to sign a formal detailed agreement with INCOME TAX DEPARTMENT, BENGALURU, within a maximum period of 45 days of date of NOA. Until the contract is signed, the LOI shall remain binding amongst the two parties.

2.24 PERFORMANCE BANK GUARANTEE

2.24.1 Within *15 (fifteen) days* of the receipt of notification of award (NOA) from the INCOME TAX DEPARTMENT, BENGALURU, the successful Service provider shall furnish the Performance Bank Guarantee in accordance with the conditions of the bid. The Bank Guarantee issued by a nationalized bank in favour of the Principal Chief Commissioner of Income Tax, Bengaluru and valid for a period of 30 months from the date of execution of agreement of contract.

2.24.2 The performance Bank Guarantee shall be discharged/returned on expiry and successful completion of the contract, **within a period of 2 months**. In case of non-execution of the contract, in part or in full, the performance security shall be forfeited, after giving due notice to the Service provider in respect of the defective/improper performance/execution or breach of any of the terms of the contract etc.

2.24.3 Any sum of money due or payable to the Service provider, including the performance security refundable to him under the contract, may be apportioned by this office, against any amount of loss/penalty/caused/imposed on the Service provider, which the Service provider may owe to INCOME TAX DEPARTMENT, BENGALURU, under this contract or any other contract or transactions..

2.24.4 Failure of the successful Service provider to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid Earnest Money Deposit, in which event the INCOME TAX DEPARTMENT, BENGALURU may make the award to the next lowest evaluated bid.

2.25 REPRESENTATION FROM THE BIDDER

The Service provider(s) can submit representation(s) bearing reference to tender number in connection with the processing of the bid directly to the INCOME TAX DEPARTMENT, BENGALURU.

2.26 START OF SERVICES

Start of services shall be made by the successful bidder immediately on receipt of work order as per the date indicated in the contract.

2.27 DELAYS IN SERVICE PROVIDER PERFORMANCE

Start of services shall be made by the successful bidder in accordance with the time schedule specified in the work order. In case the service is not started on the stipulated date, INCOME TAX DEPARTMENT, BENGALURU reserves the right to cancel the work order and/or recover liquidated damage charges. The cancellation of the work order shall be at the risk and responsibility of the successful bidder and INCOME TAX DEPARTMENT, BENGALURU reserves the right to award the work at the risk and cost of the defaulting successful bidder.

2.28 LIQUIDATED DAMAGES

2.28.1The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive INCOME TAX DEPARTMENT, BENGALURU of its right to recover liquidated damages as per clause below.

2.28.2Should the Service Provider fail to start services, INCOME TAX DEPARTMENT, BENGALURU shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by INCOME TAX DEPARTMENT, BENGALURU in making alternative arrangements along with penalty.

2.29 PENALTY

2.29.1In case of **breach of any conditions** of the contract and for all types of losses caused by the successful bidder, **INCOME TAX DEPARTMENT, BENGALURU shall levy penalty and make deductions** as deemed suitable or as specified in the contract, and deduct the same from the bills preferred by the Service Provider.

2.29.2For convenience various penalties enforceable on breach of contract terms as per this agreement are summarised as under:

Sl.No.	Nature of breach	Penalty
1	Delay in start of service	Penalty per day @0.05% of the annualised contract value
2	Failure to improve performance	Rs.10000/- per month
3	Non-wearing of approved uniform and ID card	Rs.100/- per day per person for the first three times of lapse. The penalty will be doubled after every three such lapses.
4	Loiter in the corridors, chit chatting, chew pans or smoke beedis, cigarettes etc by staff	Rs.500/- per incident per person
5	Failure to report loss/damage to property to Concerned authority.	Rs.1000/- per incidence
6	Non-cleaning of any hall /room	Rs.500/- per lapse. The penalty will be doubled after every three such lapses.
7	Any deviation in deployment of manpower as agreed upon	Rs.1000/- per lapse. More than two such lapses will lead to termination of the contract.

2.30 LABOUR REGULATONS

2.30.1 Compliance of Labour Laws

The Service provider shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation to the followings:

The Central Minimum Wages Act/ The Workmen's Compensation Act/The payment of Gratuity Act/ The Shops and Establishment Act/The Payment of Bonus Act/The Employees Provident Fund & Miscellaneous Provisions Act/The Employees State Insurance Act/ All other Acts/Rules/Bye-laws; orders notifications, etc., present or future applicable to the Service provider from time to time for performing the contract job.

2.30.2The Service Provider is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/risks in relation to employees to be engaged by him.

2.30.3In the event of any failure in this regard or any loss/damages caused directly or indirectly to INCOME TAX DEPARTMENT, BENGALURU, the same will be payable by the Service provider along with such penalty as may be decided by INCOME TAX DEPARTMENT, BENGALURU.

2.30.4All employees of the Service provider shall be employees of the Service provider. INCOME TAX DEPARTMENT, BENGALURU, will not have any liability to absorb them at any point of time nor can they claim any right for employment .

2.30.5The Service provider shall have a valid license obtained from Licensing Authority under the Contract labour (Regulation & Abolition) Act, 1970.

2.30.6The Service provider shall submit the EPF code number obtained from the authorities concerned under the Employees provident Fund and Miscellaneous Provisions Act, 1952.

2.30.7The Service provider shall maintain all records/registers required to be maintained by him under various labour laws mentioned above and produce the same before the Statutory Authorities when required. These shall among other things include the following:

- i. Muster Roll
- ii. Register of Wages
- iii. Register of Deductions
- iv. Register of Fines
- v. Wage Slip
- vi. Register of Advances

2.30.8The Service provider shall also submit periodical reports/returns to the various statutory authorities such as the Contract labour (Regulation & Abolition) Act, 1970, Employees Provident Fund Act, etc.

2.30.9 If any of the persons engaged by the Service provider misbehaves with any of the officials of the INCOME TAX DEPARTMENT, BENGALURU, or any tax payers/public visiting INCOME at BMTC(TTMC), BENGALURU, commit any misconduct with regard to the property of the INCOME TAX DEPARTMENT, BENGALURU, the Service provider shall replace them immediately. In case Authority of INCOME TAX DEPARTMENT, BENGALURU, feel that the conduct of any of Service provider's employees is detrimental to the interests of INCOME TAX DEPARTMENT, BENGALURU, the INCOME TAX DEPARTMENT, BENGALURU shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons, etc., while on or off the job.

The SERVICE PROVIDER shall comply with any such request to remove such personnel at SERVICE PROVIDER's expense unconditionally. The SERVICE PROVIDER will be allowed a maximum of two working days to replace the person by competent qualified person at SERVICE PROVIDER's cost.

2.30.10 The Service provider shall not engage/employ persons below the age of 18 years.

2.30.11 The Service provider shall issue appointment letters to the persons engaged by him for deployment under this contract, a copy of which should be submitted to INCOME TAX DEPARTMENT, BENGALURU, for record.

2.30.12 Any increase in Central Govt. minimum wages will be reimbursed to the Service provider after providing documentary evidence.

2.30.13 The Service provider shall provide proper identification cards to his employees to be deputed by him for work, duly signed by the Service provider. The Service provider should ensure that I D card is worn by house keeping personnel in the premises.

2.30.14 The personnel employed shall work on all days except Sunday and National Holidays. Minimum personnel should be available in every floor of the building.

2.30.15 Each supervisor shall be equipped with mobile phones. The mobile number shall be made available to the department to facilitate quick and smooth remedial action.

2.31 SAFETY REGULATIONS

During the execution of work, unless otherwise specified, the Service provider shall at his own cost provide the materials for and execute all work necessary for the stability and safety of all equipment, structures, and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.

2.32 STATUS OF THE SERVICE PROVIDER AND ITS STAFF MEMBERS

2.32.1 The Service Provider shall accept liability due to its negligence or that of its staff members, agents or persons employed by it or its agents for sickness, injury, damages or death of persons provided by the Service provider including on duty travel.

2.32.3 No employee shall be employed on direct or indirect recommendation made by any of the employees of the Income Tax Department or their relations.

2.33 EXTENSION AND TERMINATION OF CONTRACT

The INCOME TAX DEPARTMENT, BENGALURU, reserves the right to terminate the Service provider in part or in full at any time with one month's notice without assigning any reasons thereof for which no letter of reason/explanation can be sought for by the Service provider. The INCOME TAX DEPARTMENT, BENGALURU, will also have the right to extend this contract on the same rates, terms and conditions at one time or in spells of lesser time period up to a cumulative maximum period of six months or till an alternate arrangement is made whichever is earlier. Any further extension on the same rates, terms and conditions will be mutually agreed upon.

2.34 TERMINATION FOR INSOLVENCY

INCOME TAX DEPARTMENT, BENGALURU, may at any time terminate the contract by giving written notice to the Service provider without compensation to the Service provider, if the Service provider becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued, or will accrue thereafter to the INCOME TAX DEPARTMENT, BENGALURU.

2.35 SUB-CONTRACTING AND POST AGREEMENT CONDITIONS

The Service Provider shall not be permitted sub-contract any of the services.

2.36 PAYMENT

2.36.1 Payment procedure:

The Service provider shall submit monthly bills to INCOME TAX DEPARTMENT, BENGALURU, with the following documents for verification and payment.

- i. Proof of deposition of statutory levies like EPF/ESI etc. (with a list of individual names and amount deposited in their accounts).

- ii. Proof of payment to his personnel for the jobs completed during the previous month.
- iii. The monthly bills should be supported by muster rolls/attendance for the respective month. These should be duly certified by the concerned authority.

2.36.2 The Service provider shall produce the invoice of the actual work done every month within the fifth working day of the following month along with the supporting document as mentioned in para above. The bills will be paid by A/c payee cheque, payable at Bengaluru or by way of e-payment. However, any deterioration in service or non-payment of wages to his staff will not be acceptable on the plea of delay in receipt of payment.

2.36.3 The INCOME TAX DEPARTMENT, BENGALURU, shall deduct at source, Income Tax on the gross bill value, payable per month to the Service provider at the rates prescribed.

2.36.4 Penalties, damages, and contract non-compliance recoveries quantified, if any, will be recovered from the monthly bill payments.

2.36.5 The Service provider shall not petition for revision of rates tendered by him under any circumstance at any stage of work, either during execution or when the final claims are settled. The only exception to this will be on account of any statutory rules and laws governing tax rate or wage revisions.

2.36.6 Income Tax or any other applicable taxes shall be deducted at source at the time of payment to the Service provider in accordance with the provisions of the relevant Acts as applicable.

2.37 ARBITRATION

2.37.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith, except as to matter the decision of which is the Dy.Commissioner of Income Tax(HQ)(Admn.), O/o Principal Chief Commissioner of Income Tax, Bengaluru, or in case his/her designation is changed or his/her office is abolished then in such case to the sole arbitration of the officer for the time being entrusted, whether in addition to the functions of the Dy.Commissioner of Income Tax(HQ)(Admn), O/o Principal Chief Commissioner of Income Tax, Bengaluru, or by whatsoever designation such officer may be called. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

2.37.2 There will be no objection to any such appointment that the arbitrator is a Government servant or that he/she has to deal with the matter to which the agreement relates or that in the course of his/her duties as Government Servant he/she has expressed views on all or any of the matters under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his/her office or being unable to act for any reasons whatsoever such the Dy.Commissioner of Income Tax(HQ)(Admn), O/o Principal Chief Commissioner of Income Tax, Bengaluru or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his/her predecessors.

2.37.3 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

2.37.4 The venue of the arbitration proceeding shall be the office of the Dy.Commissioner of Income Tax(HQ)(Admn), O/o Principal Chief Commissioner of Income Tax, Bengaluru or such other places as the arbitrator may decide.

2.38 FORCE MAJEURE

Neither Service provider nor INCOME TAX DEPARTMENT, BENGALURU, shall be liable for any delay, default or failure under this agreement if such delay, default or failure arose as a direct consequences of force majeure including strikes, lock out, war and civil unrest.

2.39 COURT JURISDICTION

All disputes arising out of or in any way connected with the agreement shall be deemed to have arisen at Bengaluru and only courts in Bengaluru shall have jurisdiction to determine the same.

CHAPTER-3

OTHER OPERATIONAL CONDITIONS

3.1 The Service Provider or his supervisor should report in person to the concerned authority on a daily basis, to review the day to day house keeping work, complaints etc.

3.2 The Service Provider shall make sure that he or/she and his supervisor are available during working hours for receiving and implementing the instructions.

3.3 The Service Provider shall provide uniform with protective equipment] i.e hand gloves, shoes, goggles etc., required as per the categories of work to the workers/ labours. All the staff and supervisors should wear uniform supplied by the Service provider at its own cost in sufficient numbers to ensure cleanliness & hygiene and Service Provider should ensure that the staff is on duty at all times in neat and clean uniform.

3.4 The colour and pattern of the uniform, shall be got approved by INCOME TAX DEPARTMENT, BENGALURU, before procurement.

3.5 The persons engaged by the Service Provider shall also be subjected to check by the security and other personnel authorised by the INCOME TAX DEPARTMENT, BENGALURU.

3.6 The Service provider will be provided with storage room for storing cleaning material and equipment/implements.

CHAPTER -4

4.1 PERFORMANCE APPRAISAL

The performance shall be reviewed by the concerned authority on the last working day of every month, only after which the Service Provider shall submit the monthly bill for receiving the payments due.

.....

BID SUBMISSION PROFORMA

Tender No.

To,

The Office of the Principal Chief Commissioner of Income Tax,
Bengaluru.

Dear Sir,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____.
2. I/We have understood and complied with the "Instructions to Bidders" and accepted the "Terms and Conditions" for providing services and have thoroughly examined and complied with the specifications, drawings, Special Conditions of Contract and/or pattern and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.
3. Bid submission Agreement as per Performa at **Annexure 2** has been duly signed and submitted herewith.
4. The following pages have been added to and form part of this tender (if needed to be filled and added).

Yours faithfully,

Signature of Bidder
Address

Dated
Signature of witness
Address

Dated

Note: This form should be returned along with offer duly signed.

BID SUBMISSION AGREEMENT

Dated:

No. _____

To

The Office of the Principal Chief Commissioner of Income Tax,
Bengaluru.

Sub: PURCHASE OF BIDDING DOCUMENTS

Ref: TENDER NO. _____.

The Office of the Principal Chief Commissioner of Income Tax, Bengaluru, and the Bidder agree that the Notice Inviting Tenders (NIT) is an offer made on the condition that the Bid would be kept open in its original form without variation or modification for a period of (state the number of days from the last date for the receipt of tenders stated in the NIT) days AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. They further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by the Office of the Principal Chief Commissioner of Income Tax, Bengaluru. The consideration for this separate initial contract preceding the main contract is that the Office of the Principal Chief Commissioner of Income Tax, Bengaluru, is not agreeable to sell the NIT to the tenderer and to consider the bid to be made except on the condition that the bid shall be kept open for (so many) days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with Office of the Principal Chief Commissioner of Income Tax, Bengaluru, promises to consider the bid on this condition and agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions, Office of the Principal Chief Commissioner of Income Tax, Bengaluru, shall have unqualified, absolute and unfettered right to encash /forfeit the bid security submitted in this behalf.

Authorized Signatory

Authorized Signatory

(BIDDER)

(Income Tax Department, Bengaluru)

(One copy of this agreement duly signed must be returned along with offer.)

**PROFORMA OF AUTHORISATION FOR ATTENDING BID MEETING
AND TENDER OPENING**

To

Sub: Authorisation for attending bid opening on.....(date) in the tender of "House keeping for Income Tax Office at BMTC(TTMC) building"

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

Order of Preference	Name	Specimen Signature
I.		
II.		

Alternative Representative

Signature and seal of the bidder

Or Person(s) authorised to sign the bid Documents on behalf of the bidder

Note:

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

FORMAT OF AFIDAVIT TO TAKE FULL RESPONSIBILITY FOR LAPSES OF EMPLOYEES OF THE SERVICE PROVIDER

I, the undersigned hereby state that labourers / employees working [As per list enclosed] for _____ M/s. _____ in the Income Tax Office at BMTC(TTMC) building, 80 feet Road, near Sony signal, Koramangala, Bengaluru, Contract No. _____ are free from all adverse antecedents. In the event of any unusual or illegal or unacceptable act / incidents / accidents caused by the labourers / employees working for M/s. _____.

I take full responsibility for the lapses and misconduct on the part of labourers / employees engaged by me.

Place:

Signature of Bidder

Date:

Name:

FORMAT OF TENDER COMPLIANCE REPORT

To

Sub: Regarding tender for providing "House keeping for Income Tax Office at BMTC (TTMC) building, 80 feet Road, near Sony signal, Koramangala, Bengaluru."

Dear Sir,

I have gone through the complete terms and condition of the Tender for Providing House keeping for Income Tax Office at BMTC (TTMC) building, 80 feet Road, near Sony signal, Koramangala, Bengaluru.

Place:

Signature of Bidder

Date:

Name:

FORMAT PERFORMANCE SECURITY GUARANTEE BOND FORM

1. In consideration of the Office of the Principal Chief Commissioner of Income Tax, Bengaluru, having agreed to exempt _____(hereinafter called the said Service provider from the demand under the terms and conditions of an agreement/ No. _____ dated _____ made between _____ and _____ for one year for the work of _____(hereinafter called the said Agreement), of security deposit for the due fulfillment by the said Service provider of the terms and conditions contained in the said Agreement, on production of a bank guarantee for _____we (name of the Bank) _____(hereinafter referred to as 'the Bank') at the request of _____(Service provider do hereby undertake to pay to Office of the Principal Chief Commissioner of Income Tax, Bengaluru, an amount not exceeding _____against any loss or damage caused to or suffered or would be cause to or suffered by Office of the Principal Chief Commissioner of Income Tax, Bengaluru, by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said agreement.

2. We (name of the Bank _____do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from Office of the Principal Chief Commissioner of Income Tax, Bengaluru, stating that the amount claimed is due by way of loss or damage cause to or suffered by the Office of the Principal Chief Commissioner of Income Tax, Bengaluru, by the reason of breach by the said Service provider of any terms or conditions contained in the said Agreement or by reason of the Service provider failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of Office of the Principal Chief Commissioner of Income Tax, Bengaluru, in these count shall be final and binding on the bank. However our Liability under this guarantee shall be restricted to an amount not exceeding_____.

3. We undertake to pay to Office of the Principal Chief Commissioner of Income Tax, Bengaluru, any money so demanded notwithstanding any dispute or dispute raise by the Service provider in any suit or proceeding pending before any court or tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge or our liability for payment there under and the Service provider shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the dues of Office of the Principal Chief Commissioner of Income Tax, Bengaluru, under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Office of the Principal Chief Commissioner of Income Tax, Bengaluru, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee. Unless a demand or claim under the guarantee is made on us in writing on or before the expiry of 24 months from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the Bank) _____ further agree with Office of the Principal Chief Commissioner of Income Tax, Bengaluru, that Office of the Principal Chief Commissioner of Income Tax, Bengaluru, shall have the fullest liberty without affecting in any manner our obligation hereunder to very any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable Office of the Principal Chief

Commissioner of Income Tax, Bengaluru, against and said Service provider and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service provider or for any forbearance, act or omission on the part of Office of the Principal Chief Commissioner of Income Tax, Bengaluru, or any indulgence by Office of the Principal Chief Commissioner of Income Tax, Bengaluru to the said Service provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service provider.

7. We (name of the Bank)_____lastly undertake not to revoke this guarantee during its currency except with the previous consent of Office of the Principal Chief Commissioner of Income Tax, Bengaluru, in writing.

Dated the day of for

(Indicate the name of the Bank)

FORMAT FOR TECHNICAL BID

The Technical Bid should be as given below and should be supported by the documents indicated in the said Annexure. The demand Draft/bankers' Cheque in respect of 'Earnest Money Deposit' should be submitted with the 'Technical bid'

1	Name and address of the Bidder	
2	Telephone No./ Fax No./Mobile No	
3	Website/e-mail address	
4	Permanent Account No.(PAN)(Enclose copy)	
5	Date of registration of the concern (provide the proof of the same.)	
6	Details of Demand Draft/Banker's Cheque in respect of EMD	
7	Proof of House keeping service rendered as per Chapter-2, clause 2.2(c) of the bid document.	
8	List of Clients and required certificate satisfying the conditions outlined as per Chapter-2, clause 2.2 (d) of the bid document.	
9	Certified financial statements and IT returns as required by Chapter-2, clause 2.2 (f) of the bid document.	

Machine deployment

The following machineries (Brand Name & Model) proposed to be deployed by the Service provider for conducting the House Keeping Services.

Sl. No.	Machines to be used	Equipment Make & brand	No. of Unit proposed to be used

Contd..2

:2:

House keeping consumables (Monthly requirement)

The materials proposed to be used.

Sl No	Description (Places where it is used)	Make and brand	Quantity required for One Month
1.			
2			

Place:

Signature of Bidder

Date:

Name:

FORMAT FOR FINANCIAL BID

1. Quote for man Power

Sl. No.	Description	Rate as per Central Minimum wages Act indicating EPF, ESI other benefits separately. Rs
	Category wise Manpower quote	

(Total Amount in words, RUPEES _____)

Note:

- Rate quoted shall be exclusive of all taxes, duties, fees, royalties, octroi, cess, etc., as applicable from time to time, which has to be shown *separately*.
- Rate quoted for Man power shall be as per Central Minimum Wages Act as prevailing in the Centre, and inclusive of variable VDA, ESI, EPF, BONUS, EDLI, etc. as on the date of submitting the bid and should not contain any component of Management fee. The management fee should be quoted in the *Abstract*.
- Rate quoted for Man power shall indicate *separately* Central Minimum Wages Act , VDA, ESI , EPF, BONUS, EDLI, etc.

2. House Keeping Consumables (Monthly requirements)

Sl. No.	Particulars	Rate per Month Rs
1	Charges for consumables(List of consumables, quantity proposed to be used and rate of each consumables)	

(Total Amount in words, RUPEES _____)

Contd..2/-

:2:

BREAK UP DETAILS OF QUOTATION

Service Provider are required to furnish the following break up details of Cost of services. as detailed below:-

Sl. No.	Service Provided	Per month Rs
1	Manpower quote for House keeping	
2	House Keeping consumables etc.	
3	Any other Charges, fees etc.	
4	Taxes (Provide the breakup of the different taxes applicable)	
5	Gross Amount/Grand Total	

(Total Amount _____)
words, RUPEES _____)

in

Place:

Signature of Bidder

Date: