



सत्यमेव जयते

भारत सरकार
GOVERNMENT OF INDIA
आयकर विभाग
INCOME TAX DEPARTMENT

प्रधान मुख्य आयकर आयुक्त कार्यालय
OFFICE OF THE
PR. CHIEF COMMISSIONER OF INCOME TAX,
कर्नाटक एवं गोवा क्षेत्र / Karnataka & Goa Region
केन्द्रीय राजस्व भवन, क्रं - 1, / Central Revenue Building, No.1,
क्वीन्स रोड, बेंगलुरु - 560001 / Queen's Road, Bengaluru - 560001
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Tender No. 61(6)/2019-20/PR. CCIT

Date: 21.11.2019

TENDER NOTIFICATION FOR INTEGRATED FACILITY MANAGEMENT SERVICES

1. Pr. Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru invites two bid tender [Technical and Financial bid] from bidders having experience of upkeep and maintenance of guest houses/service apartments for providing integrated facility management services at the **Income Tax Guest House located at No.2, Income Tax Colony, Infantry Road, Bengaluru** for a period of **One year**.
2. The Bidders are requested to obtain the Bid forms and the terms of agreement from the Income Tax Officer (Protocol), O/o Pr. Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru from the date of publication of tender notification on all working days between 11.00 AM and 1.00 PM upto **02-12-2019** by payment of Rs. 500/- (Rupees Five Hundred only) 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.eprocure.gov.in/epublish/app or www.incometaxindia.gov.in or www.incometaxbengaluru.org 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.

Issued by :
**Income Tax Department,
Bengaluru.**

BID DOCUMENT
FOR ENGAGING
INTEGRATED FACILITY MANAGEMENT SERVICES
FOR
GUEST HOUSE AT No. 2, INCOME TAX COLONY, INFANTRY ROAD, BENGALURU-560 001.

OFFICE OF THE
PR. CHIEF COMMISSIONER OF INCOME TAX,
KARNATAKA & GOA, BENGALURU
II Floor, Central Revenue Building, No:1, Queen's Road, Bengaluru-560 001
Tel: 080-22868154 / 22868144

Integrated Facility Management Services Tender No.

Tender No. 61(6)/2019-20/PR. CCIT Dated 21/11/2019

INDEX

Chapter/ Annexures	Description	Page No.
	Notice Inviting Tender	1-2
Chapter-1	Scope of Work	3-8
Chapter-2	Instructions to Bidders	8-22
Chapter-3	Other Operational Conditions	22-23
Chapter-4	Performance Appraisal	23
Annexure-1	Bidding Document	24
	Acknowledgement Proforma	
Annexure-2	Bid submission Proforma	25
Annexure-3	Bid submission Agreement	26
	Proforma	
Annexure-4	Proforma of Authorization Letter for attending pre-bid meeting and tender opening	27
Annexure-5	Affidavit to take full responsibility for lapses of employees of the Service Provider.	28
Annexure-6	Tender Compliance report	29
Annexure-7	Proforma of Performance Bond	30-31
	Bank Guarantee	
Annexure-8	Format for Technical Bid	32-33
Annexure-9	Format for Financial Bid	34-35

NOTICE INVITING TENDER

To

Scaled Tenders for Hiring/Engaging Integrated Facility Management Services for GUEST HOUSE SITUATED AT No.2, INCOME TAX COLONY, INFANTRY ROAD, BENGALURU, are invited by the Pr. Chief Commissioner of Income Tax, Karnataka and Goa, Bengaluru from the bidders with experience/financial/infrastructure capabilities in accordance with relevant clauses of the bid document.

1.1 The overall guidelines are as under:

Total number of rooms that will be covered by the Integrated Facility Management Services are 28. Out of these rooms, 4 numbers of rooms have been classified as VIP Suite rooms, 12 numbers of rooms have been classified as AC Deluxe rooms, 9 numbers of rooms have been classified as AC rooms, and 3 numbers of rooms have been classified as dormitories.

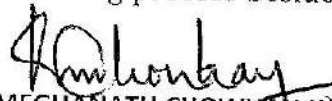
1.2.1	Description of Scope of Work	Reception-cum-Front Office & Hospitality Services, Catering, soft landscaping, House Keeping & laundry Services, Pest Control and General Administration hereinafter referred as 'Integrated Facility Management Services', for the area within the Guest House at No.2, Income Tax Colony, Infantry Road, Bengaluru.
1.2.2	Type Of Bid	TWO BID- Technical and Commercial 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 by both the parties.
1.2.4	Earnest Money Deposit	Rs. 1,00,000/- (Rupees One lakh 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/Commercial 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	26/11/2019 To 04/12/2019 From 11.00 AM to 01.00 PM During Working Days
1.2.10	Time to Visit the Guest House and Pre bid meeting	27/11/2019 to 04/12/2019 from 11.00 AM to 01.00 PM 04/12/2019 -10.30 AM
1.2.11	Date & Time of Closure of Bid	11.00 AM on 06/12/2019
1.2.12	Date & Time of Opening of Bid	09/12/2019 at 03.00 PM at the Kabini Hall, Second floor, CR Building, No.1, Queen's Road, Bengaluru - 560 001
1.2.13	Date & Time of opening of Commercial Bid	Shall be decided later and intimated to Bidders successful in Technical Bid.
1.2.14	Bid Validity	180 days from final date of submission of bids
1.2.15	Deposit of Bid Documents	One Single Envelope with Two Separate envelopes i.e. [one marked as Technical Bid for Integrated Facility Management Services for Guest House at No.2, Income-tax Colony, Infantry Road, Bengaluru and other as Commercial Bid for Integrated Facility Management Services for Guest House at No.2, Income-tax Colony, Infantry Road, Bengaluru till specified date and time as in 1.2.11] and deposit in the Inward Section of the Office of the Pr. Chief Commissioner of Income Tax, Karnataka & Goa, II Floor, Central Revenue Building, No:1, Queen's Road, Bengaluru-560001.
1.2.16	Period of commencement of Work	From 01.01.2020, 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.


(MEGHANATH CHOWHAN.K)

Addl. Commissioner of Income Tax(Hq.)(Admn.),
O/o Pr. Chief Commissioner of Income Tax,
Karnataka & Goa, Bengaluru.

CHAPTER-1

Subject:

Notice Inviting Tender (NIT) to provide Integrated Facility Management Services to Income Tax GUEST HOUSE located at No.2, Income Tax Colony, Infantry Road, Bengaluru-560 001.

1. SCOPE OF WORK

The scope of work includes providing services of high standards in the domains of Hospitality Services, Reception desk, Soft landscaping, Catering, House Keeping & Laundry Services, Pest Control, **supply of Cutlery, Crockery, Glassware and Lenin** periodically and General Administration together hereinafter referred as 'Integrated Facility Management Services' for the area earmarked as the Income Tax Guest House located inside the Income Tax Colony, Infantry Road, Bengaluru.

Monitoring of the levels of quality of the housekeeping services shall be done on regular basis by the Nodal Officer i.e. Income Tax Officer (Protocol) of the Income Tax Department, Bengaluru. In the event of quality of service being found to be unacceptable or below standards, "Penalty" shall be imposed.

The brief of the services includes the following:

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 rooms, corridors, stores, toilets, staircases, furniture, glass panes, cob webs, external facet with suitable Eco-Friendly cleaning materials, suitable mechanically and electrically operated equipments /mechanised 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	Remarks	No. of staff per shift
1	Front Office/ Reception Manager	3	The Reception shall be manned 24X7. Such personnel should be conversant in Hindi, English and Kannada; Should be in a combination of Black and white uniform with name badges	1 in 1 st shift 1 in 2 nd shift 1 in 3 rd shift

2	Stewards / room boys / bearer for dinning hall and room service for suite rooms	9	Such personnel should be conversant in Hindi, English and Kannada; Should be in a combination of sky-blue and white uniform with name badges.	4 in 1 st shift 4 in 2 nd shift 1 in 3 rd shift
3	Housekeeping /Soft landscaping /laundry	5	Such personnel shall be in a combination of maroon and white uniform with name badge.	3 in 1 st shift 2 in 2 nd shift
4	Kitchen - cook	4	Well-qualified cook with expertise in veg / non-veg Indian/other popular menus like Chinese.	2 in 1 st shift 2 in 2 nd shift

The service provider should ensure the presence of adequate number of staff even during the late nights/early morning so that the quality of service is not compromised. Further, during the time of VIP visits the service provider should be able to make arrangement of extra staff at a very short notice.

All the above personnel should be well-trained for their assigned work to ensure that the best service standards are met in the Guest House.

VARIOUS TASKS IN THE HOUSE KEEPING SERVICES ARE GIVEN BELOW:

1.1.1 HOUSE KEEPING SERVICES [INSIDE]

- Sweeping, scrubbing and mopping of the entire floor area – Daily.
- Upkeep and removing satisfactorily cobweb on walls, ceiling and surrounding areas – once in 15 days.
- Vacuum cleaning to be done weekly on wooden flooring, carpets and upholstery.
- Cleaning of venetian blinds, curtains and other blinds – once in a week.
- Wipe cleaning the tables, cupboards, wardrobes, wardrobe mirror, display devices, racks, shelves, wall paintings, almirahs, telephones, computers and fixtures like bulbs, fans etc – once in a week.
- Periodic sterilized cleaning of water jug/flask and refilling it with drinking water in Guest rooms when it is under occupation.
- Vacuum cleaning/Wipe cleaning of corridor railing, glass and glass fixtures, windows and window shutters, glass doors, door handles, wall fixtures and signage boards – once in a week.

- Cleaning of roof terrace area and water tank at every 3 months intervals.
- In all the rooms, furniture like cot, mattress, pillows, TV set, dressing table, sofa set, air conditioners, door mats, linen, painting, tea kettle, cutlery, utensils, crockery(including fragile/breakable) etc. will be provided by the Department. A detailed joint inventory shall be conducted by the Department and the Service provider before the guest house is handed over to the latter. A list of inventory shall be handed over at the time of start of agreement and same shall be checked monthly by the Nodal Officer of this Department. The Service Provider shall hand over all the articles as per inventory including replacement of missing, broken, damaged (except due to normal wear & tear which will be replaced by the Department) in full to the Nodal Officer of this Department at the time expiry/closing of agreement.
- The service provider shall use required number of room fresheners and mosquito repellants.
- Bed linen, towels shall be changed daily (if requested by the guest, else change of bed linen only at the time of check in) when the rooms are in use. Bed linen and towels shall be got washed, pressed and shall be kept in good condition for re issue. The rates quoted by the Service Provider for providing management services shall be inclusive of this amount.
- Tea bags, milk powder, coffee, sugar and biscuits should be made available in all the occupied rooms and replenished adequately on daily basis.
- Appropriate signage to be posted towards ensuring pedestrian safety on cleaned surfaces.
- Maintaining all toilets in hygienic conditions by cleaning & wiping of WC seats & flush fittings with specified disinfectant solution and keeping them odour free, using specified toilet bowl cleaner.
- Cleaning of all sinks & countertops, partitions, urinary stalls, tiled walls, washroom 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, soap, toilet rolls etc., should be provided adequately in all the rooms.
- Good quality cleaning powder, detergents, brooms, brushes, dustbin, vacuum cleaner, room freshener, bucket, mug, liquid soap, naphthalene balls, wiper, drain opener, disinfectant liquid etc., should be used.
- Job chart or register should be maintained by the service provider for above activities with date/time of cleaning and should be produced to nodal officer for inspection/supervision.

Any other tasks as and when arises or as directed by the Nodal Officer of the Income Tax Department, Bengaluru which are required and fall within the scope of facility management.

1.1.2 HOUSE KEEPING SERVICES [OUTSIDE]

- Upkeep of the Guest House Block and surrounding area.
- Daily upkeep and satisfactory sweeping of dry leaves & green materials.
- All dust bins kept inside the room and outside, to be washed, dried and wipe cleaned every day.

- Daily clearing of the dustbins in rooms and garbage, disposing at place suggested at Income Tax Colony premises.
- A suggestion box should be maintained at reception.
- Reception area should be manned always. Decency, decorum and good behavior should be ensured from the receptionist while on duty.

Any other tasks as and when arises or as directed by the Nodal Officer of the Income Tax Department, Bengaluru which are required and fall within the scope of facility management.

1.2 GARDENING SERVICE

- Potted plants to be placed 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 Nodal Officer of the Income Tax Department, Bengaluru which are required and fall within the scope of facility management.

1.3 CATERING SERVICE

- The service provider shall be in-charge of all the activities involved with the food preparation and serving, procurement, storage, cleaning of utensils, serving etc. All the activities should confirm to high levels of quality and hygiene.
- The food items are to be served as per the menu and the rates in consultation with and approved by the Department after the finalization of tender. The standard breakfast shall be in the range of Rs. 35-45/-, standard lunch and dinner shall be in the range of Rs.80-100/- and tea/coffee shall be in the range of Rs. 10-15/-.
- The gas connection for cooking will be provided by the Department. Potable water will be provided by the Department through an RO unit installed in the kitchen area for the purpose. However, hygienic storage of the filtered water shall be the responsibility of the service provider.
- Water and electricity will be provided by Income Tax Department, Bengaluru.
- Room service of food items shall be done only for occupant of the VIP suite rooms and for other room occupants at the Dining area.
- Maintenance of food complaint register and taking necessary corrective steps based on the complaints in consultation with the nodal officer.
- The food items should have highest standards of quality and a standard menu should be got approved by the nodal officer. Any change in standard menu should be done with acceptance of nodal officer. All the ingredients should be of high standards and if use of substandard material is found, penalty of Rs. 5000/- shall be levied.

Any other tasks as and when arises or as directed by the Nodal Officer of the Income Tax Department, Bengaluru which are required and fall within the scope of facility management.

1.4 LAUNDRY SERVICE

- Quality laundry services like washing, ironing etc., of the apparels of the guests have to be provided at a reasonable cost. The service should be prompt.
- Prompt and good quality laundry services are to be provided to the guests. Preferably same day delivery has to be ensured and in no case the delivery of the laundry items should take more than one day. The services shall be charged by the provider as per the rates given: Shirt - Rs.15/-, Trousers - Rs.20/-, Ladies Salwar set - Rs.30, Sarees - Rs.35/-, Blazer - Rs.120/-. The amounts so collected shall be retained by the service provider.

Any other tasks as and when arises or as directed by the Nodal Officer of the Income Tax Department, Bengaluru which are required and fall within the scope of facility management.

1.5 RECEPTION SERVICE:

- Need to operate the Reception Desk on 24X7 basis, to carry out the following activities like allotment of rooms to the guests as per the Nodal Officer direction, regulate issue and laundry of linen, taking care of any emergency demands of the guests etc.
- Keep proper account of damages or pilferages of the Income Tax Department property by the room users as and when the events occurs and bring it to the notice of the Nodal Officer of the Income Tax Department, Bengaluru.
- Billing of room charges, food charges, damage charges to official properties and collect the same from the users.
- Issue proper detailed official receipt for all money received.
- Maintenance of room complaint register and taking necessary corrective steps based on the complaints in consultation with the Nodal Officer in charge.

1.6 ACCOUNTS:

- The accounts maintained for receipts from food items and room rents should be made available to the nodal officer on 05th of every month for inspection and should obtain signature of approval on such accounts register and then the bill has to be submitted for payment.
- The room rent receipts maintained either manually or computerized should be shown to the nodal officer every week and get ratified. The room rent receipts should be deposited in government account stipulated by Income Tax Department and the deposit slip should be invariably produced to nodal officer every month. Any mismatch or misappropriation of funds should be squarely responsible of service provider, should reimburse the same to the department within 15 days failing which suitable legal action will be initiated.

- Any requests made by the guest for change of linen, cleaning of bathroom, furniture, provision of hand towels, paper napkins or any service covered under contract should be complied immediately and failure on this count may invoke penalty.
- Daily cash book (for receipts) should be maintained. *The maintenance of books/registers for receipts from rent and service charges will be as guided and supervision by the nodal officer.*

Any other tasks as and when arises or as directed by the Nodal Officer of the Income Tax Department, Bengaluru which are required and fall within the scope of facility management.

CHAPTER-2

2. INSTRUCTIONS TO BIDDERS

2.1 The Bid documents (non-transferable) can be seen at Website www.eprocure.gov.in/epublish/app or www.incometaxindiagov.in or www.incometaxbengaluru.org during the period as mentioned in **1.2.9** of Notice Inviting Tender [NIT] and 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

The bidder must fulfill the following conditions.

- a) Bid Document will be issued to only those specialised firms/contractors/integrated facility managers who comply the following eligibility criteria. The Bidder shall submit the documentary proof of eligibility criteria, failing which the tender will be summarily rejected. Bidders are advised to visit the Guest House at Income Tax Colony, No:2, Infantry Road, 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 Facility management services as mentioned in scope of work.
- c) The bidder should have suitable experience in providing facility management services to the guest houses having at least 10 rooms at one location of any Central/State Government Institutions / PSUs /Autonomous Government Institution/ Service Apartments during any two years during the three year period from F.Y. 2017-18 to 2018-19.
- d) The bidder should provide the list of the top five clients (by number of rooms managed) served during the period from F.Y. 2017-18 to 2018-19, along with the details of the address of the premises, number of rooms managed, period of service and work certificate from the concerned client in this regard.

- e) Bidder shall submit Solvency Certificate from any nationalised bank for 200% of the annualised tender value.
- f) The average annual business turnover of the contractor in the last 3 financial years should be more than Rs. 1.00 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 License, 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. The successful bidder, if not having obtained registration certificate under Karnataka Shops & Commercial Establishment Act, 1961, has to get registered within 1 month from the date of final bid opening.
- h) The bidder should submit certified copy of Service Tax registration certificate which should be in the name of the bidder.
- i) Bid should be complete and covering the entire scope of job and should confirm to the General and Special conditions indicated in the bid documents. Incomplete and non confirming bids will be rejected outright.
- j) No Joint Venture/consortium is allowed to participate in the bid process.
- k) 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.

l) SUBMISSION OF TECHNICAL & FINANCIAL BIDS:

Bids should be complete, covering entire scope of work and confirm to all the conditions laid down in the bid documents failing which their bids shall be summarily rejected outright without further information to the bidder and without assigning any reason and no correspondence shall be entertained in this regard.

2.3.1 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) **Commercial Bid** shall contain Schedule of rates duly filled, signed and stamped on each page.

The above two envelopes should be separately sealed and superscripted as "Envelope No.1-Technical Bid" and as "Envelope No.2-Commercial Bid" and enclosed in a **larger Envelope** super scribing as 'Techno-commercial Bid' with

Tender Notice No., description of work and due date of opening on the cover and addressed to the Pr. Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru.

Commercial bid of only those bidders whose technical bids 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 commercial 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 commercial 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 organisation on each page of the documents which are serially numbered [both technical and commercial], 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.

2.3.2 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 item-wise charges. 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 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 authorizing the signatory to sign the bid on behalf of such Company/Firm and Persons, should be attached with the bid.

2.4 THE BID DOCUMENT

2.4.1 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: Bidding Document Acknowledgement Proforma.

Annexure 2: Bid submission Proforma.

Annexure 3: Bid submission Agreement Proforma.

Annexure 4: Proforma of Authorization Letter for attending pre-bid meeting and tender opening.

Annexure 5: Affidavit to take full responsibility for lapses of employees of the Service Provider.

Annexure 6: Tender Compliance report

Annexure 7: Proforma of Performance Bond Bank Guarantee.

Annexure 8: Format for Technical Bid

Annexure 9: 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's risk. Bid not complying with Bid conditions and not confirming to Bid specifications will result in the rejection of the bid without seeking any clarifications.

2.5 PREPARATION OF BID

Language and signing of Bid

2.5.1 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.

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

2.5.3 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.

2.5.4 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.

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

2.5.6 The Power of Attorney or Authorization, 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.

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

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

2.6 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

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

2.7 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.

2.8 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.

2.9 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 of 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.

2.10 DEADLINE FOR SUBMISSION OF BIDS

The Bid must be submitted at the address specified in Invitation for Bids not later than 11:00 AM 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 Pr. Chief Commissioner of Income Tax, Karnataka & Goa, II Floor, Central Revenue Building, No.1, Queen's Road, Bengaluru-560 001 and obtain acknowledgement not later than 11:00 AM on the specified date. All outstation bids, if sent by post, should be sent under registered cover.

2.11 LATE BIDS

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

2.12 AMENDMENT OF BID DOCUMENT

2.12.1 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.

2.12.2 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.

2.12.3 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.

2.13 OPENING OF BIDS

2.13.1 The bids shall be opened on 27/11/2019 at 03.00 PM in the presence of bidders or their authorized representatives who wish to be present at the time of opening of bids on due date. The Tender Opening Committee [TOC] shall open the sealed bids.

2.13.2 Compliance and Detail

Compliance Report on all the terms and conditions of the contract must be submitted by the bidder.

2.14 UNSOLICITED POST TENDER MODIFICATIONS

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

2.15 EVALUATION OF BID

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

2.16 EXAMINATION OF BID

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

2.17 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.

2.18 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.

2.19 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 reserves to itself the right to accept any bid in part or split the order between two or more Service providers.

2.20 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.

2.21 MOBILISATION PERIOD

Successful bidder shall be required to mobilise for commencement of services on date notified by the Department in LOI/NOA, failing which penalty as specified in 2.28.2 shall be imposed.

2.22. SIGNING OF CONTRACT

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

2.23 PERFORMANCE BANK GUARANTEE

2.23.1 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 valid for a period of 30 months from the date of execution of agreement of contract shall be obtained from a nationalized bank in favour of the Pr. Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru .

2.23.2 The performance security 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.

2.23.3 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..

2.23.4 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.

2.24 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.

OPERATING CONDITIONS

2.25 START OF SERVICES

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

2.26 DELAYS IN SERVICE PROVIDER PERFORMANCE

2.26.1 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.

2.27 LIQUIDATED DAMAGES

2.27.1 The 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.

2.27.2 Should 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.

2.28 PENALTY

2.28.1 In case of **breach of any of the 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.

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

Sl.No.	Nature of breach	Penalty [Rs.]
1	Delay in start of service	Penalty per day @0.05% of the annualised contract value
2	Failure to improve performance grading	Rs. 10,000/- per month
3	Non-wearing of approved uniform	Rs. 100/- per day per person for the first three times of lapse. The penalty will be doubled after every three such lapses.
4	Staff engaged is found/reported to be demanding tips in cash/kind	Rs. 500/- per instance
5	Loiter in the corridors, chit chatting, chew pans or smoke beedis, cigarettes etc by staff	Rs. 200/- per incident per person
6	Misuse of rooms for personal purposes, letting out to third party without the knowledge of the Department, etc.	Rs. 2000/- per lapse. More than two such lapses will lead to termination of the contract.

7	Failure to report loss/damage to property to Nodal Officer of Department.	Rs. 200/- per incidence
8	Non-cleaning of any area /room	Rs. 600 per lapse. The penalty will be doubled after every three such lapses.
9	Non-maintenance of registers or non-recording or wrong entries into the registers	Rs. 400/- per incident
10	Any deviation in deployment of manpower as per the shifts agreed upon	Rs.1000/- per lapse. More than two such lapses will lead to termination of the contract.

2.29 LABOUR REGULATIONS

2.29.1 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 following:

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.

2.29.2 The 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. Provisions of EPF and Misc. Provisions Act 1952 & Employees Provident Fund Scheme 1952 shall be observed by the Service Provider in respect of labourers/employees engaged by them for performing the works of Guesthouse of INCOME TAX DEPARTMENT, BENGALURU.

2.29.3 To ensure regular payment of EPF and ESI dues, the date of billing cycle will be 1st of each month. The bills should be submitted along with proof of payment of these statutory dues for its processing for payment by the INCOME TAX DEPARTMENT, BENGALURU.

2.29.4 In 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.

2.29.5 All 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.

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

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

2.29.8 The 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
- vii. Register for shifts

2.29.9 The 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.

2.29.10 If any of the persons engaged by the Service provider misbehaves with any of the officials of the INCOME TAX DEPARTMENT, BENGALURU, or any beneficiary of INCOME TAX DEPARTMENT, BENGALURU, cause any damage to the property of the INCOME TAX DEPARTMENT, BENGALURU, the Service provider shall replace them immediately. In case Authority of INCOME TAX DEPARTMENT, BENGALURU, feels 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.

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

2.29.12 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.

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

2.29.14 The Service provider shall provide proper identification cards to his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of Service provider.

2.29.15 The shift system is to be compliant with all the relevant Acts/Rules/Guidelines issued by the concerned governing authorities. The service provider has to scrupulously maintain the required records and compliance reports. The same shall be inspected by the Nodal Officer as and when he deems fit.

2.29.16 The medical fitness reports of the staff deployed shall be submitted at the time of signing the contract and thereafter, every six months or earlier as required by the norms of BBMP/governing authorities for such housekeeping service providers.

2.30 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.

2.31 STATUS OF THE SERVICE PROVIDER AND ITS STAFF MEMBERS

2.31.1 The Service Provider shall have the legal status of an independent Service Provider. Neither the Service Provider nor its staff members, nor any person employed by the Service Provider or its agents for, or within the frame work of, the performance of the services under the present contract shall be considered in any way as being staff members of INCOME TAX DEPARTMENT, BENGALURU.

2.31.2 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.

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

2.32 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.

2.33 TERMINATION FOR DEFAULT

The INCOME TAX DEPARTMENT, BENGALURU, may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider terminate the contract with effect from 10 days of the date of the termination notice.

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 to sub-contract any of the services. Relaxation of this clause will be considered only with respect to certain specialized works. However, without prior written permission of the INCOME TAX DEPARTMENT, BENGALURU, no such sub-contracting is permissible. While seeking such permission, the details of services or works which are required to be sub-contracted, the period of contract, the complete details of the sub-Service Provider etc., will have to be furnished. Also all the terms of the contract binding on the Service Provider as per the contract will also be binding on the sub-Service Provider.

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 Nodal Officer.

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 proof of ESI, EPF and other statutory payments made shall also be submitted along with the invoice. The bills will be paid within maximum 4 [four] weeks thereafter, 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 recover at source, Income Tax on the gross bill value, payable per month to the Service Provider at the rates prescribed and remit the same to the concerned authorities.

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 specifically provided under this agreement, the same shall be referred to sole arbitration of the Dy. Commissioner of Income Tax(HQ)(Admn.), O/o Pr.Chief Commissioner of Income Tax , Karnataka & Goa, 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 Pr.Chief Commissioner of Income Tax, Karnataka & Goa, 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 Pr. Chief Commissioner of Income Tax, Karnataka & Goa, 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 Pr.Chief Commissioner of Income Tax, Karnataka & Goa, 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 authorized representative should report in person to the Nodal Officer on a daily basis, to review the daily progress with respect to bookings, service quality, complaints etc.
- 3.2 The Service Provider shall make sure that he or/she and his authorized representative are available during working hours for receiving and implementing the instructions. The successful bidder, at the time of signing the contract agreement, shall intimate the Department in writing the name of his authorized representative with Power of Attorney and shall give an undertaking that his authorized representative is competent to receive and implement the instructions of the Department and also make necessary purchases at short notice whenever required in case the Service Provider is absent for extreme reasons beyond his control.
- 3.3 The Service Provider shall provide uniform with personal protective equipment [PPE] i.e hand gloves, shoes, goggles etc., required as per the categories of work to the workers/labourers. All the staff, supervisors and manager should display their photo identity card prominently on their uniform. Above uniform will be supplied by the Service Provider at his 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 **Conduct of Staff of Service Provider**
 - a. The staff employed, including manager of the Service Provider, should be courteous, civil and polite in behavior towards all the Guests, the personnel of INCOME TAX DEPARTMENT, BENGALURU, visitors and other members who are within the premise.
 - b. 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 Accommodation

A single room office will be provided for the legitimate use by the Service Provider for execution of the work under the contract. An EPABX telephone direct dialing facility would be provided by INCOME TAX DEPARTMENT, BENGALURU on actual cost recoverable basis. However internal communications are free of cost. Suitable place will be earmarked for the Service Provider for keeping his materials.

3.7 Service provider should maintain Complaint Register for plumbing, Carpentry and electrical defects for rectifying by CPWD or any other authority.

3.8 Theft

The Service Provider shall be responsible for any theft of the items from the rooms or any other area given for cleaning. The details of the stolen materials/stores, will be given to the service provider in writing by the Nodal Officer and the full cost of the material reported stolen will be recovered from the Service Provider within 4 weeks from the date of theft. The decision of INCOME TAX DEPARTMENT, BENGALURU, authorities on this will be final and binding on the successful bidder.

3.9 Complaint/Suggestion Register

A complaint register will necessarily be kept at the Reception desk. The complaint register needs to be signed by the supervisor/manager/receptionist employed by the Service Provider on daily basis. The complaints shall be attended to immediately in consultation with the Nodal Officer.

3.10 The following basic infrastructure will be provided by the INCOME TAX DEPARTMENT, BENGALURU for the service provider to carry out their function.

- An independent room with table, chairs, cupboards and telephone connection for usage as office.
- Enclosure to keep the House keeping materials and related equipments.
- A room and toilet for Service provider employees.

CHAPTER -4

PERFORMANCE APPRAISAL

4.1 The performance shall be reviewed by the Nodal Officer in consultation with the Additional Commissioner of Income Tax (HQ)(Admn.) at INCOME TAX DEPARTMENT, BENGALURU on the last working day of every month, only after which the Service Provider shall submit the monthly bill for receiving the payments due.

BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA

Dated:

To

The Office of the Pr. Chief Commissioner of Income Tax,
Karnataka & Goa, Bengaluru.

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Documents enclosed to the "Notice Inviting Tender" pertaining to providing of Integrated Facilities Management Services for Guest House at Income Tax Colony, No:2, Infantry Road, Bengaluru against **Tender No.61(6)/2019-20/Pr.CCIT Dated:21-11-2019.**

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of the Office of the Pr.Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru and that the said documents are to be used only for the purpose intended by the Office of the Pr.Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru.

Our address for further correspondence on this tender will be as under:

FAX NO:

TELEPHONE NO:

Yours faithfully,

(BIDDER)
Address

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

BID SUBMISSION PROFORMA

Tender No.

To

The Office of the Pr.Chief Commissioner of Income Tax,
Karnataka & Goa, 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 "General 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 3** 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 Pr.Chief Commissioner of Income Tax ,
Karnataka & Goa, Bengaluru.

Sub: PURCHASE OF BIDDING DOCUMENTS**Ref: TENDER NO. _____.**

The Office of the Pr.Chief Commissioner of Income Tax, Karnataka & Goa, 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 Pr.Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru. The consideration for this separate initial contract preceding the main contract is that the Office of the Pr. Chief Commissioner of Income Tax, Karnataka & Goa, 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 Pr.Chief Commissioner of Income Tax, Karnataka & Goa, 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 Pr.Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru, shall have unqualified, absolute and unfettered right to encash /forfeit the bid security submitted in this behalf.

Authorized Signatory**Authorized Signatory****(BIDDER)
Bengaluru)****(Income Tax Department,**

(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
 "Integrated Facility Management Services for Guest House at Income
 Tax Colony, No.2, Infantry Road, Bengaluru-560 001

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 AFFIDAVIT 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 Guest House at Income Tax Colony, No.2, Infantry Road, Bengaluru-560 001, 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 "**Integrated Facility Management Services** for Guest House at Income Tax Colony, No.2, Infantry Road, Bengaluru-560 001.

Dear Sir,

I have gone through the complete terms and condition of the Tender for Providing Integrated Facility Management Services for Guest House at Income Tax Colony, No.2, Infantry Road, Bengaluru-560 001, and accept the same.

Place:

Signature of Bidder

Date:

Name:

FORMAT PERFORMANCE SECURITY GUARANTEE BOND FORM

1. In consideration of the Office of the Pr. Chief Commissioner of Income Tax, Karnataka & Goa, 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 Pr. Chief Commissioner of Income Tax, Karnataka & Goa, 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 Pr.Chief Commissioner of Income Tax, Karnataka & Goa, 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 Pr.Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru, stating that the amount claimed is due by way of loss or damage cause to or suffered by the Office of the Pr.Chief Commissioner of Income Tax, Karnataka & Goa, 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 Pr. Chief Commissioner of Income Tax, Karnataka & Goa, 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 Pr. Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru, any money so demanded notwithstanding any dispute or dispute raised 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 Pr. Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru, under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Office of the Pr. Chief Commissioner of Income Tax, Karnataka & Goa, 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 Pr. Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru, that the Office of the Pr. Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru, shall have the fullest liberty without affecting in any manner our obligation hereunder to verify 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 by the Office of the Pr. Chief Commissioner of Income Tax, Karnataka & Goa, 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 Pr. Chief Commissioner of Income Tax, Karnataka & Goa, Bengaluru, or any indulgence by Office of the Pr. Chief Commissioner of Income Tax, Karnataka & Goa, 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 Pr.Chief Commissioner of Income Tax, Karnataka & Goa, 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)	
5	Date of registration of the concern (provide the proof of the same.)	
6	Details of Demand Draft/Banker's enclosed Cheque in respect of EMD Cheque in respect of Cost of Bid -document	
7	Proof of service in guest houses having at least 10 rooms in any one location 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.	

Contd..2/-

:2:

Schedule-1:

Machine deployment matrix

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 Units proposed to be used

Schedule-2:

House keeping consumables (Monthly requirement)

The materials proposed to be used in the Guest House.

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

Schedule-3:

Menu proposed for Guest House.

Break fast/Lunch/Dinner/Snacks/Dessert/Beverages etc.

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 Minimum Wages Act as prevailing in the Centre, and inclusive of variable VDA, ESI, EPF, 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* Minimum Wages Act, VDA, ESI, EPF, EDLI, etc.

2. House Keeping Consumables (Monthly requirements)

Sl. No.	Particulars	Rate per Month Rs.
1	Charges for 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 Integrated Facility Management Services	
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 in words, RUPEES _____)

Place:

Signature of Bidder

Date:

Name: