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**TENDER DOCUMENT
FOR PROVIDING
INTEGRATED HOUSEKEEPING MANAGEMENT SERVICES
AT
INCOME-TAX OFFICE, TUMAKURU**

**OPEN TENDER
F.No.10/HOUSE-KEEPING/2020-21/ADDL.CIT/TMK
dated 15.05.2020**

**GOVERNMENT OF INDIA, MINISTRY OF FINANCE
O/o.Additional Commissioner of Income-tax,
Tumakuru Range, Tumakuru.
Ramakrishnanagar, Kunigal Road,
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भारत सरकार
वित्त मंत्रालय



GOVERNMENT OF INDIA
MINISTRY OF FINANCE

आयकर अपरआयुक्त का कार्यालय, तुमकूर रेंज, तुमकूर

Office of the Addl. Commissioner of Income-tax, Tumkuru Range, Tumakuru
Telephone: 0816-2200247/2201806 E-Mail: tumkur.addlcit@incometax.gov.in

F.No.10/HOUSE-KEEPING/Addl.CIT/2020-21

Dated: 15.05.2020

TENDER NOTIFICATION FOR INTEGRATED HOUSEKEEPING MANAGEMENT SERVICES AT INCOME-TAX OFFICE, TUMAKURU RANGE, TUMAKURU

1. The Office of the Additional Commissioner of Income-tax, Tumakuru Range, Tumakuru invites sealed quotations from reputed agencies for providing **Integrated Housekeeping Management Services at** for a period of one year from the date of award of the contract which may be extended by one more year on same terms and conditions, subject to satisfactory performance of the Service Provider.
2. Tender forms along with terms and conditions can be obtained from the Income-tax Officer Ward-4 & DDO, O/o. Additional Commissioner of Income-tax, Tumakuru Range, Tumakuru on all working days from the date of publication of the tender notification upto 22.05.2020 between 11.00 a.m. and 05.00 p.m., by payment of Rs.500/- only (Non-refundable) by crossed demand draft drawn in favour of ZAO, CBDT, Bengaluru.
3. The tender forms and other related details can also be downloaded, without cost, from the website www.incometaxbengaluru.in
4. The last date for receipt of filled-in tender form is 22.05.2020 till 05.00 p.m.


(ANANDA H.)

Addl. Commissioner of Income Tax
Tumakuru Range, Tumakuru

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CHAPTER-I
BID REFERENCE
DOMESTIC COMPETITIVE BIDDING
(Through Tender)

1	Scope of Work	To provide Integrated Housekeeping Management Services in Income-tax Offices, Tumakuru which shall include the following: a. House-keeping b. Gardening c. Maintenance at Administrative block and staff Quarters. The scope of work is described in further detail in the Tender document.
2	Type of Tender	The tender shall be furnished under a Two-Bid System in which the Technical Bid and Financial Bid are to be submitted separately.
3	Contract Period	One year from date of signing of the contract, which may be extended by one more year on same terms and conditions, subject to satisfactory performance of the Service Provider.
4	Earnest Money Deposit	Rs.2,000/-
5	Mode and Validity of E.M.D.	Crossed Demand Draft/Pay Order/Banker's Cheque, issued by Scheduled Banks after the date of advertising the tender drawn in favour of 'ZAO, CBDT, Bengaluru ' valid for a period of 90 days.
6	Validity of performance Bank Guarantee	Should be valid for the duration of the contract and up to 180 days after the expiry of the Contract.
7	Cost of Tender Document (Non-Refundable)	Rs.500/-(Rupees five hundred only) by crossed Demand Draft drawn in favour of ZAO, CBDT, Bengaluru. <i>(Free of cost if downloaded from website)</i>
8	Date of opening of the Tender	26.05.2020

9	Date and time of closing of the Tender	5:00 PM on 22.05.2020
10	Date & Time of Opening of Technical bid	26.05.2020 11:00 Hrs.
11	Date & Time of opening of Financial Bid	Immediately after the opening of the Technical Bid or as decided by the Tender Committee depending on the time available.
12	Deposit of Bid Documents	The Technical bid and Financial bid should be furnished in a closed Envelope, properly sealed and superscribed as ' Tender for Housekeeping at Income-tax, Tumakuru ' and submitted to the Income-tax Officer Ward-4 & DDO, O/o. Additional Commissioner of Income-tax, Tumakuru Range, Tumakuru before 3.00 PM on 22.05.2020 .
13	Period of commencement of Work	Within 10 days of issue of Work Order or as specified in Work Order.
14	Tender Value	Rs.10,00,000/- p.a. (approx.)

CHAPTER-II

ELIGIBILITY CRITERIA

The Bidder must satisfy the following eligibility criteria:-

- 2.1 The Bidder should be engaged in providing Housekeeping Management Services, which apart from other services must mandatorily include Housekeeping Services, as described under the scope of work.
- 2.2 The Bidder should have provided such services as mentioned at 2.1 above, every year during the last two years i.e. from F.Y. 2018-19 and 2019-20, at least **under two different Contracts** involving contract value of not less than Rs.8 lakhs each.
- 2.3 The Service Provider must have deployed a minimum number of 400 persons during the year 2019-20. Copies of the work orders for all the Contracts performed during the year 2019-20 may be furnished as proof for the same.
- 2.4 Copies of work orders received from the clients for providing the Integrated Housekeeping Facility Management Services should be enclosed with the Technical Bid as evidence for the same.
- 2.5 The bidder should be registered under Employees' Provident Fund Act, Employees' State Insurance Act, Contract Labour Act and the Goods and Services Act. The copies of the relevant certificates of registration under the respective provisions / Acts should be furnished along with the Technical Bid.
- 2.6 Bidder should not have been blacklisted by any Central / State Govt. or Public Sector Undertaking. An undertaking to this effect must be submitted as per **Annexure-7**.

CHAPTER-III

INSTRUCTIONS TO BIDDERS

- 3.1 The bidders are requested to study the complete Tender document with its Annexures before participating in the tender process. They should give compliance report as per **ANNEXURE-1** for having acquainted themselves with the instructions and conditions specified in the Tender. Failure to furnish Annexure-1, duly signed by the Authorised Signatory, will be treated as non-fulfillment of the tender conditions **and the bid shall be summarily rejected.**
- 3.2 No variation should be made in any of the terms and conditions of the bid document by scoring out any part thereof. Bids not accepting or modifying any of the terms and conditions as mentioned in the Tender document shall be summarily rejected.
- 3.3 The Tender documents should be complete in all respects and all enclosures should be signed and stamped by the authorized signatory of the bidder on each page of the document. The person signing the tender should clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as director/Manager/Secretary etc. as the case may be with name and seal of the bidder. All communications with regard to the contract shall be made with the Authorised Signatory.
- 3.4 All the pages of the bid document should be duly signed along with the seal. Failure to do so will entail summary rejection of the bid.
- 3.5 The bid forms/documents should be legibly written or typed quoting all amounts in words as well as figures. In case of any discrepancy, rates quoted in words will prevail. Overwriting/correction, if any, should be duly attested by the bidder.
- 3.6 In case of submission of more than one bid by the same bidder, the last bid submitted shall only be considered for evaluation purpose. No correction of any type in the tender document shall be allowed after submission of the tender document.

- 3.7 The bid shall be in two parts comprising of the Technical Bid and the Financial bid. The Technical bid shall contain the eligibility criteria as detailed in **Annexure -2**. The Financial Bid shall be furnished in the format prescribed in **Annexure-3**.
- 3.8 The Technical bid and Financial bid should be furnished in envelopes are to be enclosed and superscribed as **“Tender for IHFMS at Income-tax Office, Tumakuru Range, in response to the Tender Notice in F.No.10/House-keeping/Addl.CIT/TMK/2020-21 dated 15-05-2020”**. The same should be addressed to the Additional Commissioner of Income-tax, Tumakuru Range, Ramakrishna nagar, Kunigal Road, Tumakuru 572102. Enough space should be given in the cover to open/cut it without damaging the financial bid covers.
- 3.9 The bid must be submitted along with Demand Draft of **Rs.2,000/-** (Rupees Two thousand only) towards **Earnest Money Deposit (EMD)**. The Demand Draft should be drawn in favour of **"The ZAO, CBDT, Bengaluru"**. No interest is payable on the EMD amount. **Bid submitted without EMD will be summarily be rejected.**
- 3.10 The EMD of the successful bidder will be returned after furnishing of the performance guarantee. The EMD of other bidders will be returned at the earliest after completion of the bidding process.
- 3.11 No bidders shall have any cause of action or claim against Income-tax Office, Tumakuru Range, Tumakuru for rejection of his bid.
- 3.12 The bids shall be opened in the office of Addl. Commissioner of Income-tax, Tumakuru Range, Tumakuru, on the specified time and date by the **Tender Committee**. The Technical bids shall be first opened and examined and the eligible bidders shall be shortlisted. Financial bids of only those bidders, who are found to qualify based on their Technical bids, shall be opened in this office by the **Tender Committee**. The bid quoting the lowest amount as per the financial bid shall be shortlisted for award of the contract, subject to satisfaction of other conditions.
- 3.13 All communications with regard to the Contract shall be made with the Authorized Signatory.
- 3.14 All bidders are advised to visit the Income-tax Office, Tumakuru Range, Tumakuru campus for making a fair assessment about the scope of work, before submitting their bids.

3.15 The bid documents of every bidder must consist of the following documents, without which the bid shall be treated as incomplete and shall be summarily rejected:-

Sl. NO.	Annexure/Para for reference	Details along with specified enclosures
1	Annexure 1	Tender Compliance Report
2	Annexure 2	Format of Technical Bid
3	Annexure 3	Format of Financial Bid
4	Annexure 4	Proforma for Authorisation
5	Annexure 5	Near Relatives Declaration
6	Annexure 6	Proforma for Bank Guarantee
7	Annexure 7	Declaration for not being Blacklisted by any Govt. Agencies
8	Annexure 8	Manpower Deployment chart
8	Para 3.9 Above	DD for Earnest Money Deposit

3.16 Any clarifications regarding the tender document may be obtained from the Income-tax Officer Ward-4 & DDO, O/o Addl. Commissioner of Income-tax Tumakuru Range Tumakuru.

CHAPTER- IV

SCOPE OF WORK

The scope of the Integrated Facility Management Services would include Housekeeping, Laundering, Catering and Gardening services in the Income-tax Office, Tumakuru Range campus in Tumakuru.

The Income-tax Office, Tumakuru Range campus in Tumakuru comprises of the Administrative Block, Ayakar Sewa Kendra(ASK) and the Quarters Block and other units such as the Generator house, Car shed, Parking area and adjoining land in the campus area.

The Administrative Block consists of the ground and 2 Floors and the Conference room, Record room and a Dining area. There are 2 commissioner chambers with an attached toilet each and with resting rooms. There are 4 Officers chamber and other chambers for all officials, all the floors in the office have two separate toilets. A Transformer is situated within the campus.

The Ayakar Sewa Kendra (ASK) is a single anteriorly situated well facilitated building.

The Quarters Block consists of 4 units- Type-1, Type-2, Type-3 and Type-4. Type-1 consists only a ground floor. Type-2 consists of 7 single bedroom rooms and a basement in the ground floor. Type-3 consists of 8 double bedroom rooms. Type-4 consists of 2-three bedroom rooms. There is a Parking shed and playing area.

The detailed scope of work for the above services are stated as under:

4.1. HOUSEKEEPING SERVICES :

The House-keeping services should be carried out as per details given below by deploying adequate number of trained personnel and using proper equipment and machines such as dry and wet scrubbers, vacuum cleaners, etc.

4.1.1. The details of the tasks covered under the housekeeping services in respect of the Administrative Block, ASK and the Quarters Block are listed as under:

- i. The Housekeeping services shall include sweeping and mopping of the entire area including corridors, staircase, lift area, stores and toilets including furniture and office equipments.
- ii. The complete premises of the Administrative Block and ASK consisting of various offices of staff and cabins of officers have to be cleaned every day

by sweeping the dust and by using a wet mop along with cleaning agents and disinfectants once in a day before the commencement of the office hours at 10.AM. This would also include cleaning the office personnel's workstations/ tables, display devices, racks, shelves, cupboards and equipments such as computers, telephones / fax, furniture, etc. This would also include vacuum cleaning of carpets and upholstery and periodic cleaning of venetian blinds and curtains.

- iii. The complete premises of the Quarters Block consisting of the parking shed, basement, and the surrounding campus should be cleaned on a daily basis. The individual rooms in the quarters which are not-occupied by the officers/officials are also to be cleaned by sweeping the dust and by using a wet mop along with cleaning agents and disinfectants.
- iv. Periodic sterilized cleaning of water jug/ flasks and refilling it with drinking water in the officers and official's tables, when it is under occupation. Regular cleaning and periodic deep cleaning of used cups, saucers and plates in the admin block.
- v. The common toilets and sanitary wares like sink and adjacent walls in both the Administrative Block should be washed and cleaned with detergents and also by disinfectants before the commencement of the office every day and as and when cleaning is required. The individual washrooms of the senior officers in all the floors will have to be cleaned with detergent and disinfectants before the commencement of the office every day and as and when cleaning is required.
- vi. Wipe clean all cubicles and urinals using appropriate disinfectant and hygienic sanitary blocks. Wipe clean all basins/ taps/ wall dryers/ fixtures and fittings. Cleaning and removing of all chokes/blockages in the water supply and sanitary lines. All dust bins to be washed, dried and wipe cleaned every day. Replenish all consumables including hand towels and toilet rolls, liquid soaps in the dispensers, as required.
- vii. The staircase, lifts, lobbies and passage in all the floors will have to be cleaned before the commencement of the office with use of detergent and every day before the commencement of the office hours and as and when cleaning is required. This would include wipe cleaning of corridor railing, glass and glass fixtures, windows and window shutters, glass doors and internal glass façade, wall fixtures and signage boards. In addition to the above all the ceiling fans, window panes, doors and partition walls of the various offices will have to be cleaned once a week.

viii. In addition to the above, the entrance and the surrounding area have to be cleaned by sweeping of dust and spraying of water every day before the commencement of the office hours and as and when cleaning are required.

ix. Cleaning of the roof terrace area and periodic cleaning of the glass panes of Ayakar Sewa Kendra.

4.1.2. The details of the tasks covered under the housekeeping services in respect of the Open Areas in the Campus are listed as under:

i. Cleaning of all the building exteriors and the entire open area including the roads, footpaths, passages, gardens and lawns, etc. This would include periodic cleaning of external Alco panel and glass façade.

ii. The wastes collected shall be removed on the same day immediately by transporting the same out of the campus on the same day to the government authorized disposal yard. The dry leaves and green waste materials must be processed in the organic waste treatment plant or in case of any eventuality of it not functioning, should be dumped in the compost pits for purpose of composting or as directed by Officer-in-Charge.

iii. Cleaning and maintenance of the Water Curtain System, the mosaic tiles, water, glass panes, steel portions and fixtures etc.

iv. Satisfactory upkeep and periodic deep cleaning of all overhead tanks.

v. Drains shall be cleaned for ensuring smooth flow of water. Cleaning and removal of waste and mud accumulated on the roads and in the drains due to rains.

vi. Dead animals shall be removed from the campus area. Stray dogs shall be evacuated from the area as and when necessitated.

vii. Cleaning of the roof terrace, portico and roof windows of all the buildings. Clearing and removal of wastes for free flow of water to the drainage system and to ensure that water is not accumulated on rooftops in any of the buildings.

viii. The Bidder has to supply a dustbin at all the floors near the washrooms and also at all the various offices and empty them and keep them clean once every day before the commencement of the office hours in Income-tax Office, Tumakuru premises.

ix. The Any other tasks as directed by the Officer in-charge at Tumakuru Range, which fall within the scope of Housekeeping activities.

The Housekeeping activities shall be subject to periodical inspection by the Officer in-charge of Income-tax Office, Tumakuru Range. Any discrepancy/violation should be attended to immediately by the Bidder failing which it may lead to levy of penalty as per the contract.

4.1.3. The scope of work for House-Keeping Services are listed as under:

Sl.No.	Activities for cleaning	Frequency
1.	Mosaic/Granite/Vitrified/Marble/Wood/Kota/wooden or Pergo flooring, Vitrified tiles wall claddings, steel surface	Daily
2.	Open Areas (sweeping)	Daily
3.	Doors, windows, workstations, racks, glass partitions including frames and handles	Daily
4.	Desk, bench top & table surfaces, Ledges and other equipments(Dusting)	Daily
5.	Dust bins & waste paper bins in toilets and at open areas within buildings	Daily
6.	Fire extinguishers & wall hangings	Daily
7.	Switches, electric points buttons	Daily
8.	Telephone & computers	Daily
9.	Upholstery (with Vacuum cleaning)	Daily
10.	Door mats	Daily
11.	Removal of garbage	Daily
12.	Roads within and immediately appurtenant to the campus (sweeping)	Daily
13.	Stainless steel/Brass/Aluminum metal surfaces such as door/window/column cladding, hardware & frames, glass domes and canopies, poly carbonate roofing, water curtain system	Weekly
14.	AC vents / grills Lighting and window panel	Weekly
15.	Venetian / vertical blinds, Light bulbs, Fans	Weekly
16.	Common Area Floor- Mechanized cleaning	Weekly
17.	Over the roof top [Terrace]	Weekly
18.	Drainage & Culvert (manual water cleaning)	Monthly
19.	Internal wall / Column surfaces with wall paneling / stone cladding, sills, wood, jails, etc.,	Monthly
20.	Ceilings(Dusting)	Monthly
21.	Cob webs	Monthly
22.	External facade of building (external facade, STR glazing & ACP cladding)	Once in four months

FREQUENCY OF HOUSE KEEPING CLEANING SCHEDULE

ADMINISTRATIVE BLOCK

Internal Area Location	Cleanable Surface Area (sq.mt.)	Cleaning Task	Frequency per day
Reception & 2 Flr Common area - granite/V tiles	2000	Dry Mop	2
Reception & 2 Flr Common area -granite/ V tiles	2000	Wet Mop	1
Officers chambers & all other officials rooms & Record room- V tiles	1100	Wet Mop	1
Conference room-glass wall & floor area. Dining area in the ground floor.	1100	Dry Mop	1
Conference room-glass wall & floor area Dining area in the ground floor.	1500	Wet Mop	1
Tables and Chairs	1500	Spray & Wipe	1
Ayakar Sewa Kendra, Flr	1500	Damp Mop	1
Glass doors, Steel railing and Lifts	620	Spray & Wipe	1

QUARTERS BLOCK

Internal Area Location	Cleanable Surface Area (sq.mt.)	Cleaning Task	Frequency per day
Parking area and basement in GF	1010	Dry sweeping	1
G-F Lobby	1010	Wet Mop	1
Common corridors	1250	Dry Mop	1
Common corridors	1250	Dry Mop	2
		Frequency per week	
Un-occupied Rooms- V.tiles	2100	Damp Mop	1
Glass windows & doors.	1000	Spray & Wipe	1

STORE ROOM

Internal Area Location	Cleanable Surface Area (sq.mt.)	Cleaning Task	Frequency per day
Vitrified tiles	10	Dry & Wet Mop	1

PERIODICAL CLEANING

Location	Surface Area (sq. mt.)	Cleaning Task	Frequency per month	Equipment / Tools (as prescribed)
Common floor area of both blocks and wash room floors	4000	Scrubbing	4	Scrubber & Dry vacuum cleaner
Computers and Cloth chairs	500	Dry vacuuming	4	Vacuum cleaner

WASHROOM MAINTENANCE- ADMIN BLOCK

Surface Type	Surface Area (sq.mt.)	Cleaning Task	Frequency per day
TB / UB	9 Urinals and Toilet Bowls	Toilet Bowl Cleaning	2
TB / UB	All fittings in wash room	Spray & wipe - sanitation	2
Floor- tiles	280	Wet moping	1
Walls- tiles	927	Spray & Wipe	1

WASHROOM MAINTENANCE UN-OCCUPIED ROOMS- QUARTERS BLOCK

Surface Type	Surface Area (sq.mt.)	Cleaning Task	Frequency per week
TB / UB	20 Urinals and Toilet Bowls	Toilet Bowl Cleaning	1
TB / UB	All fittings inside wash room	Spray & Wipe- sanitizing	1
Floor- tiles	300	Wet Mop	1
Walls- tiles	700	Spray & Wipe	1

METHOD OF CLEANING

External Area Location	Surface Area (sq.mt.)	Cleaning Task	Frequency / Shift
Basement and Pavement	1000	Sweeping	1

General Clean Areas	Method
Inside Closet Area	Brushing
Wall tiles / Skirting	Wash & wipe dry
Flush tank	Wash & wipe dry
Flush knob	Wipe & clean
Cistern/commode - inside	Brush & flush
Seat / Lid	Sponge scrub / wipe
Yellow stains	Brush & flush
Wash basins	Scrub / wipe
Steel taps / fittings	Scrub / wipe
Door knobs / partitions	Wipe & clean
Floor tiles	Scrub & wash
Buckets / mugs	Wash & wipe dry
Air refreshers	Refill / in place on wall
Urinal	Refill / in place in urinals
Hand wash Dispenser	Wet wipe & refill
Mirror / frame	Dust / wet wipe
Mirror	Spray & wipe
Waste bin	Wash & dry wipe
Toilet floor mat	First dust & wash

DINING AREA AND KITCHEN CLEANING

Internal Area Location	Cleaning Task	Frequency per day
Tables and Chairs	Spray & Wipe	2
Kitchen floors and Walls-tiles	Wet Mop	2
Plates cleaning and utensils	As and when required on the same day	
Hoods and vents	Spray & Wipe	2
Stove	Spray & Wipe	2

SUMPS, OVERHEAD TANKS & RAIN HARVESTING PATH CLEANING

External Area Location	Number	Cleaning Task	Frequency	Equipment / Tools
Sumps	1 nos.	Manual cleaning	Three monthly once	Manual scrubbers
Overhead tanks	20 nos.	Manual cleaning	Three monthly once	Manual scrubbers
Rain water harvesting	Filling dips	To remove soil filling	As and when required	Manual

NOTE:

1. COBWEB CLEANING OF ALL THE BUILDINGS- MONTHLY
2. The agency shall deploy the necessary machineries required for the above House-keeping services.
3. The Bidder must use suitable eco-friendly and biodegradable cleaning agents and other consumables for this purpose.
4. The following materials of branded quality are required for day-to-day use based on the area specified above.

Sl. No.	Description
1.	Bath room cleaner cum sanitizer (1:50 DILUTION)
2.	Hard surface - cleaning detergent (1:50 DILUTION)
3.	Toilet bowl cleaner direct use
4.	Glass cleaner (1:50 dilution)
5.	Air freshener for rooms(direct use- water based)
6.	Hand wash(direct)
7.	Plastic bucket - 15 Ltrs capacity
8.	Manual scrubbing pad
9.	Furniture cleaning cloth [1 x 1] feet
10.	Glass cleaning cloth [1 x 1] feet
11.	Wet mop refill-Flat mop
12.	W/C round brush
13.	Hand gloves
14.	Manual dish washing -Liquid(1:50 dilution)
15.	Multipurpose cleaner (1:50 dilution)
16.	Grill Cleaner- direct

Sl. No.	Description
17.	Heavy duty degreaser(1:50 dilution)
18.	Antibacterial hand wash
19.	Manual Broom
20.	Spray bottle trigger
21.	Laundry wash powder
22.	Conq R Dust- wooden floors
23.	Face mask
24.	Floor Squeeze refill 35 cms
25.	Sponge (Wall cleaning foam)
26.	Grass cutting blades
27.	Floor scrub pad for machine
28.	Pesticides/medicine for garden as per requirement
29.	Laundry wash powder
30.	After wash liquid for smell in clothes
31.	Blue for white clothes
32.	Naphthalene balls

4.1.4. PLUMBING SERVICES:

The Income-tax Tumakuru Range has various pipe fittings, bathroom fittings, taps and flush valves fitted in the various toilets and washrooms. The Bidder has to -

- i. Maintain the above fittings and attend to repairs, if any.
- ii. Monitor the cleanliness of the sump and the overhead water tank in all the buildings.
- iii. Monitor the supply of water to all the washrooms and the availability of water supply from Tumakuru-Mahanagara-Palike to both the buildings.

Further, the Bidder will have to take care of the minor repairs and maintenance in the plumbing equipments and also make replacements of taps and other sanitary fittings wherever required and furnish the bill for the same at the end of the month.

The Service Provider is required to deploy manpower for House-keeping activities as per the deployment chart given under:

Category	Job Nature	General Shift 8:00 AM to 6:00 PM
Unskilled	Housekeeping staff	4

4.2. GARDENING SERVICES:

The Bidder shall maintain the Gardens, lawns, plants and trees including flowering and potted plants in the Income-tax Office, Tumakuru Range Campus. Garden means all the areas enclosed within the Income-tax Office, Tumakuru Range compound located around the Administrative, ASK and staff-Quarters blocks. The Bidder shall regularly maintain the gardens and entire lawn including all plants, trees and foliage located in the campus. It includes maintenance of the existing as well as any other additions to the garden/lawn/plants etc. The day to day maintenance work shall include the following :

- i. Taking care of all the plants, trees, shrubs, hedges, flowering and potted plants, flower beds, etc., and keeping the plants alive and healthy.
- ii. Keeping the lawn area, garden and the surroundings in a clean and neat condition. Regular uprooting of weeds and removal of unwanted bushes from the campus.
- iii. Removing the dead leaves, cleaning the area including disposal of waste and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding red soil and manure to the roots of the plants wherever necessary;
- iv. Replacing all the dead, diseased plants, vacant patches anywhere in the campus including the potted plants as when and where it occurs. Broken pots should be replaced with new ones by the Bidder.
- v. Regular pruning should be done at regular intervals, strictly ensuring no damage to the beauty & aesthetics of the hedges & plants on all sides. The grass /lawns in the campus to be mowed and pruned whenever required or at least once in a month by keeping it aesthetically decent.
- vi. Overgrown trees from neighboring gardens spreading on the Income-tax Office, Tumakuru Range premises will have to be pruned periodically from above the fence level vertically up.
- vii. To take necessary steps to ensure that snakes/ bandicoots, etc., do not cause any menace in the garden and surrounding areas in the campus.

- viii. Planting of seasonal flower plants like marigold, dahlia, zinnia, sevanthi etc. in each of the three seasons in a year at the places as may be decided by Income-tax Office, Tumakuru Range.
- ix. The waste, dried leaves, mowed grass etc., should be deposited in the bio-composter, daily.
- x. Provide suitable and seasoned bio-manure/gobar/compost/fertile red soil to the plants as and when necessary. Apply insecticides/pesticides to control pests and cure the insect infections. Organic pesticides like Neem oil can be sprayed periodically to prevent & cure contamination. Vermiculture may be done in the garden to make the soil more fertile.
- xi. Erosion of soil on any part of the garden due to rain or for whatsoever reason will have to be filled up with good red soil and leveled.
- xii. All garden tools will be brought and maintained by the contractor at his own cost without charging extra cost.
- xiii. For this purpose the Bidder is required to provide 1 qualified, experienced and competent gardeners having adequate experience in horticulture and working in a nursery on daily basis.
- xiv. Also,
 - a. Maintenance of games/sports area usage
 - b. Any other tasks as directed by the officer in-charge at Income-tax Office, Tumakuru Range which fall within the scope of services.
 - c. All of the above are subject to the inspection any time by the Officer in-charge and reporting to him. Any discrepancy/violation of the rules shall lead to the appropriate penalty as decided by the Additional Commissioner of Income-tax, Tumkauru Range, Tumakuru.

4.6. ANY OTHER SERVICES

- a. The Bidder shall also undertake any other work which is not covered in the scope of the work as stated above but the Additional Commissioner of Income-tax, Tumkauru Range, Tumakuru decides to give it to the bidder. Bill for the same shall be raised separately by the bidder.

CHAPTER V

TERMS AND CONDITIONS

5.1 GENERAL CONDITIONS:

- 5.1.1. The Service Provider should be registered under the Department of Labour under the State Government for providing Facility Management Services, as mentioned under the scope of work in the contract. It shall comply with all applicable Rules and Regulations and statutory obligations cast as per the Central/State Government and Municipality /Local Bodies, relating to such deployment of personnel.
- 5.1.2. It shall comply with all the necessary legal requirements prescribed under the Employees' Provident Fund Act, Employees' State Insurance Act, Karnataka Shops and Commercial Establishment Act, Contract Labour Act and the Goods and Services Act. The copies of the relevant certificates of registration under the respective provisions / Acts should be furnished.
- 5.1.3. The Service provider shall not engage any person with a criminal record/ conviction and shall bar any such person from participating directly or indirectly in reswendering any services under this agreement. Before engaging any personnel for providing any service under this contract, their antecedents must be verified by the Service Provider through local police or by any other Government Agency. The service provider solely responsible for the proper conduct of its personnel while on duty in the premises.
- 5.1.4. The Service provider shall be solely responsible for any/ all disputes between him and the personnel deployed by him. The Institute will not entertain any dispute and there should be no claim or liability against Income-tax Office, Tumakuru Range, Tumakuru or any of its officers on this account. The service provider shall keep Income-tax Office, Tumakuru Range, Tumakuru completely indemnified against all such actions / disputes and from any liability arising there from.
- 5.1.5. The Service Provider shall be solely responsible for payment of wages/ salaries, other benefits, allowances to the personnel deployed. It shall also be responsible for payment of all types of statutory and other dues payable under Central/ State Government/ Municipality Rules or which might become payable under any Act or Government order. Income-tax Office, Tumakuru Range, Tumakuru shall have no liability whatsoever, in this regard.

5.1.6. Income-tax Office, Tumakuru Range, Tumakuru shall not entertain any claim, damages, insurance, liability, etc., arising out of any mishap/ accident etc. to the personnel deployed. The service provider shall take all necessary action under the relevant Acts/ Rules/ Laws as required, for taking care of its personnel deployed, including medical treatment and transportation to hospital etc. Income-tax Office, Tumakuru Range, Tumakuru will not be responsible for any claim in this regard by any party and the same would be met by the Service Provider.

5.2 BASIS OF EVALUATION OF FINANCIAL BID:

- 5.2.1. The Financial Bid shall be furnished as per the proforma in Annexure- 3 (including Schedule 'A' and Schedule 'B') and the same shall be evaluated taking in to consideration the following two costs.
- a. Cost of Manpower under Schedule 'A' of the Financial Bid, taking into consideration the manpower requirement under different categories as mentioned in Annexure -8.
- 5.2.2. The details of requirement of manpower under different skill categories is furnished in Annexure -8. In this regard the Service provider must ensure that the amounts payable to the personnel deployed must comply with the Central minimum wages guidelines and must also include contribution towards PF and ESI at the applicable rates, as prescribed under the Law.
- 5.2.3. The payment of wages to the personnel deployed should comply with the minimum wage guidelines prescribed by the Chief Labour Commissioner (Central), Ministry of Labour and Employment, New Delhi, vide notification dated 03.04.2018.
- 5.2.4. In respect of all 'Unskilled Category' personnel to be deployed by the Service Provider, the rate of minimum wages payable to **INDUSTRIAL WORKERS** employed in "Employment of Sweeping and Cleaning staff" as per the Notification of the Chief Labour Commissioner (Central), Ministry of Labour and Employment, New Delhi in F. No. 1/10(5)/2018-LS-II dated 03/04/2018, shall apply.
- 5.2.5. Similarly, in respect of all 'skilled and Semi-skilled' personnel to be deployed by the Service Provider, the rate of minimum wages payable to **INDUSTRIAL WORKERS** employed in "CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS" category, as per the Notification of the Chief Labour Commissioner (Central), Ministry of Labour and Employment, New Delhi in F.No.1/10(3)/2018-LS-II dated 03/04/2018, shall apply.

- 5.2.6. The Service Provider must also ensure that the amount of PF and ESI mentioned in the proforma of financial bid in Schedule 'A' of Annexure 3 should be as per the applicable rates prescribed under the respective Statutes.
- 5.2.7. In case it is found that the wages payable under any category is less than the minimum wages prescribed in the notification of **Ministry of Labour and Employment**, dated 03.04.2018, referred above, or in which the amount of contribution towards PF or ESI are found to be less than the prescribed rates, Financial bids shall be liable for rejection, unless the same is based on valid legal justification.
- 5.2.8. The evaluation of the Financial Bids for identifying the lowest bid shall be made taking into consideration the total amount including **Cost of Manpower and Management Fees excluding GST**.
- 5.2.9. The service provider shall provide uniforms for the personnel deployed by them along with Photo-Id cards to all its employees with the agency's Logo and Name and Designation of the personnel deployed from the commencement of the service contract.

5.3 OTHER TERMS AND CONDITIONS :

- 5.3.1. On completion of the Tendering process the competent authority of Income-tax Office, Tumakuru Range, Tumakuru will notify the successful bidder in writing about the selection of the bid for award of contract. On receipt of the confirmation from the successful bidder accepting the offer, the work order will be issued in writing in due course and communicated to the successful bidder. The timelines for submission of 'Performance Guarantee' and commencement of service will start from the date of receipt of communication of the work order.
- 5.3.2. The successful bidder shall present himself for signing the contract along with the Performance Security immediately after receipt of communication of work order from Income-tax Office, Tumakuru Range, Tumakuru. The successful bidder is required to sign a formal contract with Income-tax Office, Tumakuru Range, Tumakuru, within a maximum period of 10 days from the date of issue of work order. Until the contract is signed, the Work Order shall remain binding on the two parties.
- 5.3.3. Successful bidder shall be required to make necessary arrangements for the commencement of services within a maximum period of 15 days from the date of issue of work order, failing which penalty as applicable shall be imposed.

5.3.4. Performance Guarantee:

- a. Within 15 days of the receipt of work order from Income-tax Office, Tumakuru Range, Tumakuru, the successful bidder shall furnish the Performance security by way of a Bank Guarantee in accordance with the proforma provided at Annexure-6 of the Tender documents.
- b. The security should be in the form of irrevocable Bank Guarantee issued by a nationalized bank in favour of the Additional Commissioner of Income-tax, Tumakuru Range, Tumakuru and be valid for the duration of the contract and up to 90 days after the expiry of the Contract period.
- c. The successful bidder, in case of extension of contract beyond the period specified in the tender document/contract, shall submit an extended bank guarantee for the period as may be prescribed.
- d. The Performance Bank Guarantee shall be discharged /returned on expiry and successful completion of the contract, within a period of 6 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 contractor in respect of the defective /improper performance /execution of the contract etc.
- e. Any sum of money due or payable to the contractor, including the Performance Bank Guarantee refundable to him under the contract, may be apportioned by this office against any amount of loss caused or penalty imposed on the contractor, which the contractor may owe to Income-tax Office, Tumakuru Range, Tumakuru, under this contract.

5.3.5. Commencement 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 as indicated in the work order, Income-tax Office, Tumakuru Range, Tumakuru reserves the right to cancel the work order and award the contract to the next lowest bidder. Should the Service Provider fail to start services, Income-tax Office, Tumakuru Range, Tumakuru shall be entitled to recover liquidated damages from the Service Provider to the extent of the difference in charges incurred by Income-tax Office, Tumakuru Range, Tumakuru in making alternative arrangements along with penalty as specified as specified in the contract.

5.3.6. Near relatives of employees of Income Tax Department, Tumakuru are prohibited from participation in tenders and execution of works. The Service Provider should not have any near relative employed in the

Income Tax Department, Tumakuru. In this regard, certificate should be furnished as per Annexure -5.

5.4 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, excavations and works and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property. The Service Provider shall be responsible to take all precautions to ensure the safety of the property whether of public or Income-tax Office, Tumakuru Range, Tumakuru property and shall post such lookout men as may be required.

5.5 COMPLIANCE WITH LABOUR LAWS :

- i. The Service Provider shall at his own cost comply with the provision of all labour laws, rules, orders and notifications, whether Central or State or local, as applicable to him or to this contract from time to time. The Service Provider shall indemnify Income-tax Office, Tumakuru Range, Tumakuru against any liability arising from non-observance of any labour laws. The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract. These Acts/Rules include without limitation to the following:
 - a. The Minimum Wages Act, 1948 Rules and orders issued there under from time to time.
 - b. The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications issued there under from time to time.
 - c. The Payment of Gratuity Act, 1972 with rules, orders and Notifications issued there under from time to time.
 - d. The Mines Act, 1952, The Factories Act, 1948 or the Shops and Establishment Act, whichever is applicable with Rules, orders and issued there under from time to time.
 - e. The Payment of Bonus Act, 1965 with Rules, orders and Notifications issued there under from time to time.
 - f. The Payment of Wages Act, 1936 with rules, orders and Notifications issued there under from to time.
 - g. The Employees Provident Fund & Miscellaneous Provisions Act, 1952 with Notifications issued there under from time to time.
 - h. The Employees State Insurance Act, 1948.
 - i. The Interstate Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979 and Central Rules framed there-under.

- j. All other Acts/Rules/Bye-laws; orders notifications, etc., present or future applicable to the contractor from time to time for performing the contract job.
- ii. The contractor 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 records shall among other things include the following:
 - a. Muster Roll
 - b. Register of Wages
 - c. Register of Deductions
 - d. Register of Fines
 - e. Wage Slip
 - f. Register of Advances
- iii. In case it is felt by the Authorities of Income-tax Office, Tumakuru Range, Tumakuru that the conduct of any of employees of the Service Provider is detrimental to the interests of Income-tax Office, Tumakuru Range, Tumakuru, the Service Provider shall remove such employee forthwith. The Service provider will be allowed a maximum of two working days to replace the person by competent qualified person.
- iv. 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 the Service provider.
- v. The contractor should supervise accordingly to manage the deployment of persons engaged under the Contract and to ensure proper working. The contractor shall deploy adequate number of persons for execution of the work undertaken on contract regulating their working hours and weekly off within the statutory limits.
- vi. The Income-tax Office, Tumakuru Range, Tumakuru shall have the right to deduct from the money due to the Service Provider, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the contract of the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations. In the event of any failure in this regard or any loss/damages caused directly or indirectly to Income-tax Office, Tumakuru Range, Tumakuru, the same will be payable by the Service Provider along with such penalty as may be decided by Income-tax Office, Tumakuru Range, Tumakuru.
- vii. If any of the persons engaged by the contractor misbehaves with any of the officials of the Income-tax Office, Tumakuru Range, Tumakuru or any beneficiary of Income-tax Office, Tumakuru Range, Tumakuru

commit any misconduct with regard to the property of the Income-tax Office, Tumakuru Range, Tumakuru, or suffers from any serious communicable disease, the Contractor shall replace them immediately. In case, Authority of Income-tax Office, Tumakuru Range, Tumakuru feels that the conduct of any of CONTRACTOR'S employees is detrimental to the interests of Income-tax Office, Tumakuru Range, Tumakuru, 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 CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR'S expense unconditionally. The CONTRACTOR will be allowed a maximum of two working days to replace the person by competent qualified person at CONTRACTOR'S cost.

- viii. The contractor shall not engage/employ persons below the age of 18 years and above the age of 60 years. An age certificate has to be presented for all new appointment along with the bill. The contractor shall get the antecedents of the persons engaged by him verified from police station concerned and produce a certificate in this regard to Income-tax Office, Tumakuru Range, Tumakuru. The contractor 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 Office, Tumakuru Range, Tumakuru for record.
- ix. The personnel deployed by the contractor **only has to perform the duties in the Premises and no other such persons can function on behalf of the deployed employees.** In case, of any absentees, substitute personnel has to be deployed in place of the absentees and see to it that, there is a proper functioning of the absentees work being carried out. The visitors of the personnel employed are not entertained in the office premises.
- x. The Service provider and the employees deployed shall not disclose any information to the public pertaining to the department without prior intimation and any such incidences are treated as offence and are bound to be held under legal implications.
- xi. The personnel deployed by the contractor for job shall meet the following requirements:
 - (i) Should be medically fit, this is liable to be cross checked by doctors specified by Income-tax Office, Tumakuru Range, Tumakuru if required.
 - (ii) Should possess good conduct and discipline.
- xii. The contractor shall deploy adequate number of persons for execution of the work undertaken on contract regulating their working hours and weekly off within the statutory limits.

- xiii. The Contractor shall pay wages directly to his workmen. The contractor shall also ensure that no amount by way of commission or otherwise is deducted & recovered from the wages.
- xiv. The requirement given in the scope of work is only indicative. The Income-tax Office, Tumakuru Range, Tumakuru reserves the right either to increase or decrease it as per requirement. The decision of Income-tax Office, Tumakuru Range, Tumakuru authorities in this regard shall be final and binding on the Contractor.

5.6 STATUS OF THE SERVICE PROVIDER AND ITS STAFF MEMBERS:

- i. 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, within the frame work of the performance of the services under the contract, shall be considered in any way as being staff members of the Income-tax Office, Tumakuru Range, Tumakuru. **The Income-tax Office, Tumakuru Range, Tumakuru will not have any liability to absorb them at any point of time nor can they claim any right for employment.**
- ii. The Income-tax Office, Tumakuru Range, Tumakuru shall have no liability or any financial or other consequences arising from the sickness, injury, damages or death of any personnel deployed by the Service Provider or of the staff members of any agent / sub-service provider or of any person performing on the absentees behalf any work under the present contract, nor for any damages which may arise by reason of the neglect or default of any of them.
- iii. The Service Provider shall have all the 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 the persons engaged by the Service Provider.
- iv. The Service Provider shall indemnify the Income-tax Office, Tumakuru Range, Tumakuru and hold it harmless in respect of any claim arising out of the Service Provider's or its staff members' negligence or unlawful performance under the present contract or any suit brought against the Income-tax Office, Tumakuru Range, Tumakuru by any person for any liability as referred above, including their heirs and assignees, or by third parties.
- v. The Service Provider shall, at its expense, take appropriate insurance to cover all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of or

connected with the Service Provider or its staff members performance under the present contract.

- vi. For the purposes of this article, the term third party shall be deemed to include, inter alia, officials of Service Provider and its agents and officials as well as any person or entity employed by the Service Provider or engaged for the Service Provider, in order to perform services for the Service Provider in connection with the implementation of this contract.
- vii. Notwithstanding anything to the contrary contained in this contract, the Service Provider shall indemnify the Income-tax Office, Tumakuru Range, Tumakuru in respect of all claims or liabilities that arise out of the negligence, breach of contract or unlawful conduct of the Service Provider or its staff members or agents in the performance of this contract.

5.7 EXTENSION AND TERMINATION OF CONTRACT:

The Income-tax Office, Tumakuru Range, Tumakuru reserves the right to terminate the contract in part or in full at any time with three 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 Office, Tumakuru Range, Tumakuru 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 twelve months or till an alternate arrangement is made whichever is earlier.

5.8 TERMINATION FOR DEFAULT:

The Income-tax Office, Tumakuru Range, Tumakuru 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, if:

- a. The Service Provider fails to provide the services as per the terms and conditions of this contract on the dates and on the specified times as requisitioned by Income-tax Office, Tumakuru Range, Tumakuru
- b. The service provider causes any loss to Income-tax Office, Tumakuru Range, Tumakuru of its assets or resources.
- c. The Service Provider fails to perform any other obligations(s) under the contract.
- d. The Service Provider, in either of the above circumstances does not remedy his failure within a period as authorized by Income-

tax Office, Tumakuru Range, Tumakuru in writing after receipt of default notice from Income-tax Office, Tumakuru Range, Tumakuru

- e. In the event of termination of contract, Income-tax Office, Tumakuru Range, Tumakuru may take the same services upon such terms and manner as it deems appropriate and the Service Provider shall be liable to compensate Income-tax Office, Tumakuru Range, Tumakuru for any excess cost for the said service during the remaining period for which contract is terminated.
- f. If the service provider defaults on any condition relating to any statutory regulations and laws
- g. The Income-tax Office, Tumakuru Range, Tumakuru 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 Office, Tumakuru Range, Tumakuru.

5.9 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 Office, Tumakuru Range, Tumakuru, 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.

5.10 PAYMENT PROCEDURE:

- i. The Service Provider shall prefer bills for the actual work done every month by 5th of the following month along with the supporting document as mentioned in para below. The bills will be processed for payment within four weeks and the amount shall be remitted to the bank account of the Service Provider. However, any delay in payment to the Service Provider due to unavoidable circumstances, should not be a reason for non-payment of wages including PF and ESI contributions to its staff.

- ii. The contractor shall submit monthly bills to the Income-tax Office, Tumakuru Range, Tumakuru with the following documents for verification and payment:
 - a. Proof of deposition of statutory levies like EPF /ESI etc. (with a list of individual names and amount deposited in their accounts in separate sheet, apart from the consolidated statement).
 - b. Proof of payment of wages to all personnel deployed during the previous month.
 - c. The monthly bills should be supported by muster rolls /attendance for the respective month, proof of deposit of statutory dues / payments. The Officer-in-charge at Income-tax Office, Tumakuru Range, Tumakuru shall verify the bills along with the enclosures and issue a certificate regarding satisfactory completion of work every month. If agreed manpower is not deployed, then proportionate labour wages will be deducted from the monthly bill.
- iii. Penalties and damages, if any, will be recovered from the monthly bill payments.
- iv. The Service Provider shall not petition for revision in cost for the services rendered 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 revision in statutory rules and laws governing tax rate or wage revisions as the case may be from time to time.
- v. Income Tax or any other applicable taxes shall be deducted at source at the time of payment to the contractor in accordance with the provisions of the relevant Acts as applicable.
- vi. In case of any damage arising due to mishandling of any machine or equipment provided by the Income-tax Office, Tumakuru Range, Tumakuru, the service provider will be responsible for the same and the amount for repairing / replacing of the same shall be recovered from the monthly bill.
- vii. In case of any complaint of default /delay in payment of salary / wages/ bonus to the workers deployed by the Service Provider or any default / delay in deduction or remittance of PF / ESI or any other statutory liabilities, the same shall be treated as violation of contract. This may lead to levy of penalty as per the contract or termination of the contract in case of repeated defaults.

- viii. The Service provider shall pay wages directly to his workmen as per the prescribed wage rates. The contractor shall ensure that no amount by way of commission or otherwise is deducted & recovered from the wages.

5.11. ARBITRATION:

- a. 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 Additional Commissioner of Income-tax, Tumakuru Range, Tumakuru or any other officer of Income-tax Office, Tumakuru Range, Tumakuru nominated by Addl.CIT. If the Additional Commissioner of Income-tax, Tumakuru Range, Tumakuru, or the said other officer is unable or unwilling to act as such, the agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- b. The award of the arbitrator shall be final and binding on the parties.
- c. The venue of the arbitration proceeding shall be the office of the Additional Commissioner of Income-tax, Tumakuru Range, Tumakuru or such other places as the arbitrator may decide.

5.12 FORCE MAJEURE: Neither Service Provider nor Income-tax Office, Tumakuru Range, Tumakuru 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.

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

5.14 AMENDMENT OF BID DOCUMENT: At any time prior to the date of submission of bids, the Income-tax Office, Tumakuru Range, Tumakuru 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, which will be published as per norms.

5.15 MOBILISATION PERIOD: Successful contractor shall be required to mobilize the commencement of services within a maximum period of 10 days from the date of issue of work order or as specified in the work order, failing which penalty as applicable shall be imposed.

5.16 SIGNING OF CONTRACT: The successful bidder shall present himself for signing the contract along with the Performance Security immediately after receipt of communication of work order from the Income-tax Office, Tumakuru Range, Tumakuru. The successful contractor is required to sign a formal detailed contract with the Income-tax Office, Tumakuru Range, Tumakuru within a maximum period of 10 days from the date of issue of Work order. Until the contract is signed, the Work Order/NOA shall remain binding amongst the two parties.

5.17 DELAY IN CONTRACT 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 as indicated in the work order, the Income-tax Office, Tumakuru Range, Tumakuru 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 Office, Tumakuru Range, Tumakuru reserves the right to award the work at the risk and cost of the defaulting successful bidder.

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 the Income-tax Office, Tumakuru Range, Tumakuru of its right to recover liquidated damages as per **Clause below**.

Should the Service Provider fail to start services, the Income-tax Office, Tumakuru Range, Tumakuru shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by the Income-tax Office, Tumakuru Range, Tumakuru in making alternative arrangements along with penalty as **specified as specified in the respective clauses**.

5.18 PENALTY:

In case of **breach of any conditions** of the contract and for all types of losses caused by the successful bidder, the **Income-tax Office, Tumakuru Range, Tumakuru 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. The Service Provider shall be imposed a penalty as per decision of the Office In-Charge at Income-tax Office, Tumakuru Range, Tumakuru for non-performance or improper performance of the work according to his inspection report of that occasion and approved by the controlling officer of the Income-tax Office, Tumakuru Range, Tumakuru. However the amount of the penalty will not be more than 25% of the amount of the bill raised by the successful bidder. The

decision of the Additional Commissioner of Income-tax, Tumakuru Range, Tumakuru with regards to the imposing of penalty shall be final. The penalty will be over and above the 'no work no payment' principle.

Various penalties enforceable on breach of contract terms as per this agreement are summarized as under:

Sl. No	Nature of breach	Penalty [Rs.]
1	Delay in start of service	Penalty per day @0.05% of the annualized contract value
2	Failure to improve performance evaluation grade after notification	10,000/- per month
3	Non-wearing of approved uniform	50/- per day per person
4	Staff engaged is found/ reported to be demanding tip/gratification in cash/kind	100/- per incidence
5	Loiter in the corridors, chit chatting, chew pans/tobacco /betel/gutka etc. or smoke beedies/cigarettes etc.	50/- per incident per person
6	Use of other than allocated rooms for personal convenience.	1000/- per incident per person
7	Non-cleaning of area as per the prescribed schedule.	1000/- per day which can be increased to Rs.1500/- per day if repetitive or serious in nature as decided by the Income-tax Office, Tumakuru Range, Tumakuru.
8	Non-maintenance of attendance registers/non-recording/wrong entries into the registers.	50/- per incident per register and/or amount equal to the discrepancies as decided by the Income-tax Office, Tumakuru Range, Tumakuru.
9	Penalty for non-recovery from room occupants for damaged or missing items.	100/- per incident per item
12	Penalty for not maintaining the quality/standard/hygiene of the office as per the standard prescribed by the Income-tax Office, Tumakuru Range, Tumakuru.	200/- per incidence per day and also compensation as decided by the Income-tax Office, Tumakuru Range, Tumakuru for any untoward happenings
13	Non-performance of any activity mentioned in the tender documents but not covered in the penalty schedule	200/- per day which can be increased to Rs.1000/- per day if repetitive or serious in nature as decided by the Income-tax Office, Tumakuru Range.
14	Delay/default/wrong deduction PF-ESI/non-remittance of PF-ESI into the employee accounts/delay in	Amount of defaulted PF/ESI, in addition to the penalty levied/leviable by the authorities

	remittance of PF-ESI into the employees account	concerned under the respective Acts/laws
15	Default in not maintaining the appropriate man power as required by the Income-tax Office, Tumakuru Range, Tumakuru in contract.	Equivalent amount of salary/wages payable to such absentees.
16	Staff engaged found/ reported to be demanding tips in cash/kind.	Rs.300/- per incident
17	Failure to engage workers to carry out the functions on behalf of the absentees.	Rs.200/- per incidence per day
18	Under performers or persons suspected with fraudulent transactions etc.,	Termination from duties.

The decision of the Additional Commissioner of Income-tax, Tumakuru Range, Tumakuru shall be final in all the matter.

5.19 REGISTERS TO BE MAINTAINED:

For effective performance and monitoring of all the facilities as per this contract, the following registers are mandatorily to be maintained. The formats of these registers shall be obtained or got approved from the Income-tax Office, Tumakuru Range, Tumakuru. Non-maintenance or non-recording or wrong recording of required parameters in the registers and check-sheets will attract a penalty of Rs.50/- per incident.

Sl. No	Type of chart /Registers	Periodicity of change	Timeline
1.	Common washroom activity inspection sheet	Daily	Placing of fresh and removal of previous by 07:45 hrs
2.	Display of menu chart in canteen notice board & Dining room	Weekly	Placing of fresh and removal of previous by Monday 07:15 hrs
3.	Display of un occupied quarters room inspection check sheet	Monthly	1 st of every month
4.	Asset damaged/lost reporting register	Yearly	As and when incident happen
5.	Asset fault repair reporting register	Yearly	As and when incident happen
6.	Deficiency in housekeeping services register	Yearly	placed before the officer in-charge every day
7.	Laundry receipt, washed and issued register	Yearly	As and when they are received/washed/dispatched

CHAPTER VI

OTHER OPERATIONAL CONDITIONS

- 6.1. Routine notice / instructions will be given by the Officer-in-Charge at Income-tax Office, Tumakuru Range, Tumakuru. The Service Provider shall make sure that he or/ 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.
- 6.2. All the House-keeping works including all buildings, ASK and open areas as detailed under the scope of work are essentially required to be carried out satisfactorily on all the days of the calendar month excluding Sundays with respect to Administrative Block including ASK and Quarters Block.
- 6.3. The whole of the work included in the contract shall be executed by the Service Provider and shall not directly or indirectly transfer, assign or underlet or any part share of interest therein nor shall take a new partner without the written consent from the Income-tax Office, Tumakuru Range, Tumakuru and no subletting shall relive the Service Provider from the full and entire responsibility of the contract or from the active supervision of the work during the progress
- 6.4. 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 **sport their photo identity card prominently on their uniform.** Above uniform will be supplied by the Service Provider at his own cost in sufficient members to ensure cleanliness & hygiene and Service Provider should ensure that the staff is on duty at all times in neat and clean uniform. **No relaxation on wearing of uniform on any day, will be entertained by the Income-tax Office, Tumakuru Range, Tumakuru.**
- 6.5. The colour and pattern of the uniform, shall be got approved by the Income-tax Office, Tumakuru Range, Tumakuru before procurement. **A penalty of Rs. 50/- per day per worker/ labour shall be deducted for non-wearing of uniform/wearing dirty uniform at the Income-tax Office, Tumakuru Range, Tumakuru premises.**

- 6.6 Conduct of Staff of Service Provider:-
- a. The staff employed, including manager of the Service Provider, should be courteous, civil and polite in behaviour towards all the officers/officials, the personnel of the Income-tax Office, Tumakuru Range, Tumakuru establishment, visitors and other members who are within the premises.
 - b. **The Service Provider and/or his staff shall neither use not spent any part of their duty hour on recreational or entertainment activities.**
 - c. The persons engaged by the Service Provider shall also be subjected to check by the security and other personnel authorized by the Income-tax Office, Tumakuru Range, Tumakuru. The Income-tax Office, Tumakuru Range, Tumakuru reserves the right to ask the Service Provider to dispense with services of any person engaged by it, who is reported to be of doubtful integrity. The decision on this will be taken by the Additional Commissioner of Income-tax, Tumakuru Range, Tumakuru.
- 6.7 Suitable place will be earmarked for the Service Provider for keeping his materials such as brooms, etc.
- 6.8 The Agency shall provide caution / display board etc. to the work site as per the requirement of work.
- 6.9 As a policy, the Income-tax Office, Tumakuru Range, Tumakuru desires to put in place as many environment friendly initiatives as possible, within its campus. It will be responsibility and endeavor of the service provider to cooperate and help the Income-tax Office, Tumakuru Range, Tumakuru achieve its desired results.
- 6.10 The cleaning activity should be automated wherever feasible.
- 6.11 The service provider will ensure the safety and upkeep of all furniture, fixture and all other equipments. A detailed list of all such furniture, fixture, equipments etc. will be provided to the Service Provider at the time of award of the contract. The service provider will put in place necessary system to guard against damages, loss, pilferage, theft etc. of all such items as provided in the list.
- 6.12 It will be the duty of the service provider to bring to notice of the Officer in-charge at the Income-tax Office and staff Quarters, Tumakuru Range, Tumakuru immediately as and when such damages, loss, pilferage, thefts etc. occur and act according to his/her instructions. Failure or delay to

bring to the notice of the Officer-in-charge would attract a penalty of Rs.100/- per day per incident and also recovery of cost of such damaged, lost, pilfered, stolen etc. irrespective of who had committed the offence.

- 6.13 Service provider will be responsible for minor repair works to all plumbing, carpentry and sewage lines and rectify such defects on top priority. Cost of any material replacement, if any, will however be borne by the Income-tax Office, Tumakuru Range, Tumakuru provided prior approval has been obtained from the Officer in-charge. The bill for the materials in original, certified by the Officer-in-charge shall be produced to the Income-tax Office, Tumakuru Range, Tumakuru for reimbursement.
- 6.14 **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 designated authority 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 Office, Tumakuru Range, Tumakuru authorities on this will be final and binding on the successful bidder.
- 6.15 **COMPLAINT REGISTER:** A complaint register will necessarily be kept at the Admin block and staff Quarters for registering complaints of the residents of the Quarters and the Income-tax Office, Tumakuru Range, Tumakuru personnel with regard to any aspect of the services provided by the service provider. 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 Officer-in-charge.
- 6.16 The following basic infrastructure will be provided by the DTRTI for the service provider to carry out their function.
- A. **HOUSEKEEPING:**
 - I. Place/Enclosure to keep the cleaning equipments and related materials.
 - II. A toilet behind the administrative block for housekeeping staff.
 - B. **CATERING:**
 - I. Essential cooking vessels, storing vessels, serving equipments, pot washing, vessel washing, and plate washing equipments.
 - II. An almirah to store kitchen consumable
 - C. **LAUNDRY:** Laundry equipments along with necessary plumbing facility, water, electricity and drying space

6.17 The Department may increase/decrease number of persons required from time to time. If any person is to be deployed as per the requirement of the department, the Service Provider is under obligation to provide such personnel including technical personnel required for the Integrated Housekeeping Facility services.

FORMAT OF TENDER COMPLIANCE REPORT

To
The Additional Commissioner of Income-tax,
Tumakuru Range, Tumakuru.

Sub: Regarding tender for providing “ **Housekeeping Management Services** for Income-tax office and staff quarters, Tumakuru Range, Tumakuru.

Sir/Madam,

I have gone through the complete terms and conditions of the Tender for Providing Housekeeping Management Services at in **F.No.10/HOUSE-KEEPING/2020-21/TMK** dated **15.05.2020** and accept the same in all respects in accordance with the conditions applicable.

Place:

Date:

Seal

Signature of Bidder

Name:

FORMAT FOR TECHNICAL BID

- 1 Name of the Bidder
(Proprietor/Firm/Company) :
- 2 Permanent Account Number :
- 3 Address of the Bidder along with
telephone No., Fax & e-mail :
- 4 Name and address of the Partners /
Directors (In case of Firm/Company) :
- 5 Details of the Authorised signatory
(Name, Address, Mobile No. & email) :
- 6 ESI registration details
(Proof to be enclosed) :
- 7 License issued by Labour
Commissioner (Copy to be enclosed) :
- 8 PF Registration details
(Proof to be enclosed) :
- 9 GST Registration No. :
- 10 Details of EMD :

11 Names & Addresses of the Organization(s) to whom services have been provided during the last 02 years from F.Y. 2018-19 and 2019-20 (Year-wise) in the following format :

S.No.	Name & Address of The Client	Period of contract	No. of personnel employed	Value of the Contract

NOTE : WORK ORDERS ISSUED BY THE RESPECTIVE CLIENTS TO BE ENCLOSED ALONGWITH THIS PROFORMA

Signature/Seal of the Bidder

ANNEXURE - 3

FORMAT FOR FINANCIAL BID

SCHEDULE 'A' OF ANNEXURE-3

OPENING OFFICER

SIGNATURE OF THE BIDDER WITH SEAL

Participation of near relatives of employees of the Income-tax Department, Tumakuru in the tender

I -----S/o -----
hereby certify that none of my relative(s) as mentioned at Para 5.3.6 of the tender document is/are employed in the Income-tax Department, Tumakuru. In case at any stage, if it is found that the information given by me is false/incorrect, the Income-tax Office, Tumakuru Range, Tumakuru shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

BIDDER'S SIGNATURE/OFFICIAL SEAL/STAMP

ANNEXURE-5

DECLARATION FOR NOT BEING BLACKLISTED BY ANY GOVT. AGENCIES

I, _____ (name and designation of the authorised signatory), hereby declare that M/s..... (Name of the bidder) has not been blacklisted by any Central/State Govt. Agency/PSU at any time in the last five years.

Date:

Seal

Signature of the Authorised Signatory

MAN POWER DEPLOYMENT CHART

Job Nature	Manpower requirement in different Shifts		Total Manpower required
	General Shift 08.00 - 16.00		
Unskilled personnel			
Housekeeping Staff	4		4
Total no. of unskilled personnel			4

SIGNATURE OF THE BIDDER WITH SEAL