

# **BID DOCUMENT**

**FOR ENGAGING INTEGRATED FACILITY MANAGEMENT SERVICES FOR  
INCOME TAX DEPARTMENT'S GUEST HOUSES LOCATED AT  
AHMEDABAD**

**OFFICE OF THE  
PR. COMMISSIONER OF INCOME TAX  
(VERIFICATION UNIT)-1, AHMEDABAD**

## CHAPTER-1

### **Subject:**

Notice Inviting Tender (NIT) to provide Integrated Facility Management Services to Income Tax GUEST HOUSE located at the following addresses:

- i. Aaykar Bhawan, Ashram Road, Ahmedabad**
- ii. Income Tax Colony, Opp. Old High Court, Ahmedabad**
- iii. AaykarVihar, Vejalpur, Ahmedabad**
- iv. Dormitory at Aaykar Bhawan, Ashram Road, Ahmedabad**

### **1. SCOPE OF WORK**

The scope of work includes providing services of high standards in the domains of Hospitality Services, Reception desk, Catering, House Keeping & Laundry Services, soft landscaping, Pest Control and General Administration together hereinafter referred as 'Integrated Facility Management Services' for the Income Tax Guest Houses located at the following addresses:

- i. Aaykar Bhawan, Ashram Road, Ahmedabad**
- ii. Income Tax Colony, Opp. Old High Court, Ahmedabad**
- iii. AaykarVihar, Vejalpur, Ahmedabad**
- iv. Dormitory at Aaykar Bhawan, Ashram Road, Ahmedabad**

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

### **REQUIREMENT OF MANPOWER IN VARIOUS CATEGORIES:**

Sl. No.	Staff category	Minimum No. of Persons	Remarks	No. of staff per shift	No. of working days
1	Receptionist Cum Manager	Total 6 persons out of which (3) at Aaykar Bhawan, Ashram Road & (3) at Aaykar Vihar,	The Reception shall be manned 24X7. Such personnel should be conversant in Hindi, English and Gujarati; Should be in a combination of light grey pants and light Pink shirt uniform with name badges.	1 in 1 <sup>st</sup> shift 1 in 2 <sup>nd</sup> shift 1 in 3 <sup>rd</sup> shift for both locations viz. Aaykar Bhawan, Ashram Road and AaykarVihar, Vejalpur,	365 days

2	Stewards / room boys / bearer for dining hall and room service for suite rooms	20	Such personnel should be conversant in Hindi, English and Gujarati; Should be in a combination of sky-blue pants and white shirt uniform with name badge	365 days
3	House keeping	4	Such personnel shall be in a combination of maroon pants and white shirt with name badge.	365 days
4	Kitchen cook	-8	Well-qualified cook with expertise in vegetarian cooking especially North Indian and fast food/snacks.	365 days

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 in their assigned work to ensure that the best service standards are met in the Guest House.

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 etc. with suitable Eco-friendly cleaning materials, suitable mechanically and electrically operated equipment /mechanized dry and wet scrubbers/ vacuum cleaners and specified manpower, on all days. Only liability on the part of Income Tax Department, Ahmedabad being provision of electricity, water, and minimum storage space where material/equipment can be stored.

VARIOUS TASKS IN THE HOUSE KEEPING SERVICES ARE GIVEN BELOW:

**1.1.1 HOUSE KEEPING SERVICES [INSIDE]:**

1. Sweeping, scrubbing and mopping of the entire floor area - Daily.
2. There shall be no cobweb on walls, ceiling and surrounding areas. Removal of cobwebs to be done every week.
3. Vacuum cleaning to be done weekly on wooden flooring, carpets and Upholstery.
4. Cleaning of venetian blinds, curtains and other blinds - once in a week.
5. 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.
6. Periodic sterilized cleaning of water jug/flask and refilling it with drinking water in Guest rooms when it is under occupation.
7. 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.
8. Cleaning of roof terrace area and water tank at every 3 months intervals.
9. Furniture like cot, mattress, pillows, TV set, dressing table, sofa set, air conditioners, door mats, linen, painting are provided by the Department. Further, for VIP rooms, tea kettle, cutlery, utensils, crockery (including fragile/breakable) etc. will also 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. An 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 of expiry/closing of agreement.
10. The service provider shall use required number of room fresheners and mosquito repellents.
11. Bed linen, towels etc. shall be changed daily when the rooms are in use. Bed linen and towels shall be washed, pressed and shall be kept in good condition for re-issue. **The rates quoted by the Service Provider for providing facility management services shall be inclusive of this amount. (appropriate amount should be quoted in Annexure 9).**
12. Tea bags, milk powder, coffee, sugar and biscuits should be made available in all the occupied rooms and replenished adequately on daily basis.
13. Appropriate signage to be posted towards ensuring pedestrian safety on cleaned surfaces.
14. 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.
15. Cleaning of all sinks & countertops, partitions, urinary stalls, tiled walls, washroom mirrors etc.
16. Cleaning and removing of all chokes/blockages in the water supply and sanitary lines.

17. The sanitary tubes, air purifier, naphthalene balls, liquid soap, soap, toilet rolls etc., should be provided adequately in all the rooms.
18. 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.
19. Job chart or register should be maintained by the service provider for above activities with date/time of cleaning and should be produced before the nodal officer for inspection/supervision.
20. Fire safety guidelines shall be followed strictly in accordance with the rules and procedures issued by State Government.
21. **The decorum of staff working in the Guest House shall be maintained considering senior officers are staying there. Further, the behaviour of the Guests as per the Guest House rules may also be ensured. Any issue in this regard shall be brought to the notice of Nodal officer of the Income Tax Department, Ahmedabad immediately.**
22. Potted plants to be placed and properly maintained at 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, Ahmedabad 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, sanitized, dried and wipe cleaned every day.
- Daily clearing of the dustbins in rooms and garbage, disposing at place suggested at Income Tax Colony/office premises.
- A suggestion box should be maintained at reception.
- Reception area should be manned always. Decency, decorum and good behaviour 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, Ahmedabad which are required and fall within the scope of facility management.*

#### **1.2 CATERING SERVICE:**

- The service provider shall be in-charge of all the activities involved with the food preparation and serving, including 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. The daily menu will be decided in consultation with and as approved by the Department after the finalization of tender. The bidder must note that the standard breakfast shall not exceed **Rs.100/- and will include at least 2 items (Rs 50/- per item) every day, excluding tea/coffee. Standard lunch and dinner shall not exceedRs.150/-.** **Further Tea/coffee shall be provided on request basis at the rate not exceeding Rs.15/-.** **Bidder is advised to carefully peruse Schedule-3 of Annexure-8 of the Bid document.**
- The food at the cafeteria shall be provided at the time other than the designated hours (for breakfast, lunch and dinner) between 6:00 AM to 11:00 PM at one hour prior notice. For the remaining night hours, confectionary items may be made available for guests in the form of refreshments at a short notice.

- The Menu and Food charges shall be prominently displayed in the Dining Hall.
- 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, Ahmedabad.
- The Service Provider will maintain food complaint register and will take necessary corrective steps based on the complaints in consultation with the nodal officer.
- The food items shall have highest standards of quality and a standard menu as approved by the Income Tax department is subject to review from time to time. All the ingredients should be of high standards and if use of substandard material is found, penalty of Rs.5000/- shall be levied. Further, in case of use of spurious ingredients, immediate cancellation of the contract and forfeiture of security deposit shall be considered.

*Any other tasks as and when arises or as directed by the Nodal Officer of the Income Tax Department, Ahmedabad or by any other officer authorized by O/o.Pr.CCIT (Gujarat) which are required and fall within the scope of facility management.*

### **1.3 LAUNDRY SERVICE**

- Quality laundry services like washing, ironing etc., of the apparels of the guests have to be provided at a reasonable cost.
- 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 supplied by the Nodal Officer of the department. 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, Ahmedabad which are required and fall within the scope of facility management.*

### **1.4 RECEPTION SERVICE:**

- Need to operate the Reception Desk on 24X7 basis, to carry out activities like allotment of rooms to the guests as per the Nodal Officer directions, regular issues including laundry and 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 occur and bring it to the notice of the Nodal Officer of the Income Tax Department, Ahmedabad immediately.
- Billing of room charges, food charges, damage charges to official properties and collect the same from the users.
- Issue of 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.
- 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.

## 1.5 **ACCOUNTS :**

- The accounts maintained for receipts from food items and room rents should be made available to the nodal officer on 05<sup>th</sup> 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 will be the responsibility of the service provider and the service provider should reimburse the same to the department within 15 days, failing which suitable legal action will be initiated.
- Daily cash book (for receipts) should be maintained. ***The maintenance of books/registers for receipts from rent and service charges will be as monitored under supervision of the nodal officer.***

*Any other tasks as and when arises or as directed by the Nodal Officer of the Income Tax Department, Ahmedabad or by any other officer authorised by O/o.Pr.CCIT (Gujarat which are required and fall within the scope of facility management.*

## **CHAPTER-2**

### **2. INSTRUCTIONS TO BIDDERS:**

The Bid documents can be downloaded from Websites [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or [www.incometaxgujarat.gov.in](http://www.incometaxgujarat.gov.in) or from Central Public Procurement Portal(CPPP), during the period as mentioned in the Notice Inviting Tender [NIT]

#### **2.1 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 all the Guest Houses as mentioned in the NIT for on-the-spot assessment before submitting their bids.**

- a) The bidder should be registered business entity in India with a fully functional office in **Gujarat** and providing Facility management services as mentioned in scope of work.
- b) The bidder should have license from Food Safety and Standards Authority of India under the provisions of FSS Act, 2006 issued by the appropriate authority under the state.
- c) The bidder should have Gujarat Registration of GST, EPFetc as per legal requirement and shall have an registered office functioning from 3 year prior to the bid date office in **Ahmedabad.**
- d) The bidder should have maintained Guest Houses, including running and maintenance of kitchens, in at least One Government Department/Government Undertaking/Government Institution involving single contract value of Rs. 75

lakhs and above per annum in the preceding 3 years(FY 2021-22, 2022-23 &2023-24) and 2024-25.

- e) The bidder should provide the list of the at least top three clients (by number of rooms managed) served during the F.Y. 2021-22, 2022-23, 2023-24 and 2024-25, 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.
- f) **Bidder should have a minimum working/deployed staff of at least 20 persons in Ahmedabad in the current year.**
- g) Service Provider is required to first pay Salaries/wages of staff deployed at Buyer (Income Tax Department) location and then claim payment/reimbursement from Buyer by submitting all requisite proofs of payment of salary/wages along with other statutory documents like deposit of PF, ESIC etc. as well as bank statements of payment made to staff. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law (Central/State), Minimum Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour(R&A) Act, Workmen Compensation Act etc. as applicable from time to time.
- h) The Service Provider shall strictly comply with Minimum Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour(R&A) Act, Workmen Compensation Act etc.
- i) Bidder shall submit Solvency Certificate from any nationalized bank for 200% of the annualized tender value. The annualized tender value is Rs. 1.20 crores (approx.)
- j) The average annual business turnover of the contractor in the last 3 financial years should be more than Rs.2.00 Crores, **out of the total turnover a major part should preferably be from providing integrated facility management services for Government/PSU/Govt. Institution guest houses.** Certified financial statements should be enclosed for evidence. Copies of the complete IT Return filed for the latest three AYs should be furnished along with Form 26AS and a certified copy of the PAN card.
- k) The bidder should comply with all other relevant laws and regulations like Employee Provident Fund Act, Central Government Labour Laws and State Government Labour Laws, 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 Gujarat. The successful bidder, if not having obtained registration certificate under Gujarat Shops & Financial Establishment Act, 1961, has to get registered within 1 month from the date of final bid opening.
- l) The bidder should submit certified copy of GST registration certificate which should be in the name of the bidder.
- m) 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.
- n) **No Joint Venture/consortium is allowed to participate in the bid process.**
- o) INCOME TAX DEPARTMENT, Ahmedabad may consider relaxation of any of the norms mentioned above if the bidders have exemplary previous record on quality of service from the three existing customers of it. This is subject to actual verification of the credentials.
- p) 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.

## **2.2 SUBMISSION OF TECHNICAL AND FINANCIAL BID IN TWO PARTS.**

### **2.2.1 Technical Bid:-**

The Technical Bid shall contain details of general nature, viz. E.M.D., details and documents required for Eligibility Criteria, Experience of Service Provider as asked for in the bid **(as per the relevant Annexures along with the EMD demand draft/pay order).**

### **2.2.2 Financial Bid:-**

The Financial Bid shall contain Schedule of rates duly filled, signed and stamped on each page **(Annexure-9 of the Bid document).**

The above two envelopes should be separately sealed and superscripted as "**Envelope No. 1-Technical Bid**" and as "**Envelope No.2-Financial Bid**" and enclosed in a **larger Envelope** super scribing as 'Techno- Financial Bid' with name of the Tender, description of work and due date of opening on the cover and addressed to the Pr. Commissioner of Income Tax (Verification Unit)-1, Ahmedabad.

Financial bid of only those bidders shall be opened whose technical bids are found acceptable and are in order and are complete in all respects. The bids will be opened by the constituted committee in this office on notified time, date and place in the presence of technically qualified bidders or their duly nominated representatives. Financial bid of bidders who do not qualify as per contents of the technical bid shall be returned to them along with their E.M.D. and Financial bid (without opening).

**The Department reserves the right to reject any bid without assigning any reasons thereof, in the interest of the work.**

Any deviation from the clauses, be it 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, AHMEDABAD, for rejection of his bid.

The Bid documents submitted should be signed and stamped by the

authorized signatory of the organization on each page of the documents which are serially numbered [both Technical and Financial], the failure to do so will be treated as non-fulfilment of the Bid conditions and the bid shall be summarily rejected.

Income Tax Department, Ahmedabad reserves all rights to extend the deadline for submission of bids.

### **2.2.3. PRECAUTIONS WHILE FILLING THE BIDS:**

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

- A consolidated rate should be quoted along with its break-up showing item-wise charges. The bidder has to comply with the provisions of all the Acts including “the Minimum Wages Act” of Central Govt. in respect of all employees engaged. The rates quoted shall be 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, Ahmedabad holds no liability to increase the rates after their acceptance due to any reason.
- 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.

## **2.3 THE BID DOCUMENT:**

### **2.3.1 CONTENT OF BIDDING DOCUMENT:**

The services required, bidding procedures and contract terms are described in this bid document. In addition to these, 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 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: Performance Security 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 risk of Service provider. Bid not complying with Bid conditions and not confirming to Bid specifications will result in the rejection of the bid without seeking any clarifications.

### **2.4 PREPARATION OF BID:**

#### **2.4.1 Language and signing of Bid**

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 language, provided, they are accompanied by an accurate translation of the relevant passages in English.

#### **2.4.2 Bid shall be submitted in the prescribed Bid Proforma(Annexure 1 to 9). The prescribed Bid Proforma shall be duly filled in and signed by the bidder OR the designated authority with name and seal.**

#### **2.4.3 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.**

#### **2.4.4 The Service providers are advised in their own interest to ensure that all the points brought out in the Eligibility Criteria under Para/Column No. 2.1 are complied within their bid, failing which, the offer is liable to be rejected.**

#### **2.4.5 The Service providers should provide their full postal addresses and e-mail address and contact details of the authorized person.**

#### **2.4.6 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.**

#### **2.4.7 The Service provider shall complete the financial bid format furnished in the bidding document, indicating the rate in Indian Rupees only.**

### **2.5 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS:**

**It should be clear to the bidder that the bid is exclusively for procurement of integrated facility management services for the income tax guest houses.**

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

### **2.6 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.

## **2.7 INCOME TAX LIABILITY:**

The Service provider will have to bear all Income Tax liability both corporate and personal Tax. Further, liability of wages, Service Tax liability and statutory compliance towards ESI, Minimum wages, Workmen compensation, Provident Fund etc. for the personnel deployed by him shall also be taken care of by the Service Provider.

## **2.8 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, Ahmedabad 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.

## **2.9 DEADLINE FOR SUBMISSION OF BIDS:**

**The Bid must be submitted at the address specified in NIT (Notice Inviting Tender) and should be submitted latest by the date and time mentioned in the NIT.** Offers sent by hand delivery should be submitted in the Inward section of the Office of the Pr. Commissioner of Income Tax (Verification Unit)-1, Room No.314, 3rd Floor, Aaykar Bhawan, Near Indian Oil Corporation Petrol Pump, Anand Nagar Road, Vejalpur, Ahmedabad-380015 and obtain acknowledgement for submission of the BID document. All outstation bids, if sent by post, should be sent under registered cover and the bidder must take necessary care to ensure that its bid is received by the department well in advance of bid end date.

## **2.10 LATE BIDS:**

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

## **2.11 AMENDMENT OF BID DOCUMENT:**

2.11.1 At any time prior to the date of submission of bids, INCOME TAX DEPARTMENT, AHMEDABAD, 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.

2.11.2 The amendments will be uploaded on the websites as referred in para no 2. The amended Bid document will be the final document.

2.11.3 In order to afford reasonable time to the prospective bidders to take the amendments into account in preparing their bids, the Income Tax Department, Ahmedabad may, at its discretion, extend the deadline for the submission of bids suitably.

## **2.12 OPENING OF BIDS:**

2.12.1 The bids shall be opened on the date and time mentioned in the NIT. It will be opened 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.

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

### **2.13 UNSOLICITED POST TENDER MODIFICATIONS:**

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

### **2.14 EVALUATION OF BID:**

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

### **2.15 EXAMINATION OF BID:**

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

### **2.16 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 and are meeting the standards.

### **2.17 CRITERIA FOR THE AWARD OF CONTRACT:**

Income Tax Department, Ahmedabad will award the contract to the Service provider whose bid has been determined to be in full conformity to the bid documents & required specifications and is meeting the standards and has been determined as the lowest evaluated bid.

### **2.18 COMMITTEE DULY CONSTITUTED BY COMPETENT AUTHORITY OF INCOME TAX DEPARTMENT, AHMEDABAD, RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

Committee duly constituted by Competent Authority of Income Tax Department, Ahmedabad, 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, Ahmedabad, also reserves to itself the right to accept any bid in part or split the order between two or more Service providers.

### **2.19 NOTIFICATION OF AWARD (NOA):**

Prior to the expiry of the period of bid validity, Income Tax Department, Ahmedabad, will notify the successful bidder in writing that its bid has been

accepted and work order will be issued. The timelines for submission of 'Performance Security Bank Guarantee' and start of service will commence from the date of receipt of communication of successful bid.

#### **2.20 MOBILISATION PERIOD:**

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

#### **2.21 SIGNING OF CONTRACT:**

The successful bidder shall present himself for signing the contract along with the Performance Security Bank Guarantee immediately after receipt of communication of successful bid from INCOME TAX DEPARTMENT, Ahmedabad. The successful Service provider is required to sign a formal detailed contract with INCOME TAX DEPARTMENT, Ahmedabad, within a maximum period of 15 days (extendable if the circumstances so warrant) of date of LOI/NOA.

#### **2.22 PERFORMANCE BANK GUARANTEE:**

2.22.1 Within **15 (fifteen) days** of the receipt of notification of award (NOA) from the INCOME TAX DEPARTMENT, Ahmedabad, the successful Service provider shall furnish the Performance Security Bank Guarantee in accordance with the conditions of the bid. The Bank Guarantee, valid for a period of 15 months from the date of execution of agreement of contract, shall be obtained from a Nationalized Bank in favour of the Pr. Commissioner of Income Tax (Verification Unit)-1, Ahmedabad. The performance bank guarantee shall be 2 % of the annual contract value. Further in the event of extension of contract, the bank guarantee shall also be extended for the number of months for which the contract gets extended.

2.22.2 The performance security shall be discharged/returned on expiry and successful completion of the contract(including extension) within a period of 3 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.

2.22.3 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, Ahmedabad, under this contract or any other contract or transactions.

2.22.4 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, Ahmedabad may make the award to any other

bidder/party.

2.22.5 The Office of the Principal Commissioner of Income Tax (Verification Unit)- 1, Ahmedabad reserves (all) the right(s) to withdraw/relax any of the terms and conditions mentioned in the tender document so as to overcome any (of) the problem(s) encountered at any stage.

### **2.23 REPRESENTATION FROM THE BIDDER:**

The Bidders can submit representation(s) in connection with the processing of the bid directly to the INCOME TAX DEPARTMENT, i.e.The Office of the Principal Commissioner of Income Tax (Verification Unit)-1, Ahmedabad.

### **OPERATING CONDITIONS:**

#### **2.24 START OF SERVICES**

Start of services shall be made by the successful bidder on the Date indicated in the contract/work order.

#### **2.25 DELAYS IN SERVICE PROVIDER PERFORMANCE**

Start of services shall be made by the successful bidder in accordance with the time schedule specified in the work order. In case the service is not started on the stipulated date, INCOME TAX DEPARTMENT, Ahmedabad 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, Ahmedabad reserves the right to award the work at the risk and cost of the defaulting bidder.

#### **2.26 LIQUIDATED DAMAGES**

2.26.1 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, Ahmedabad of its right to recover liquidated damages as per clause below.

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

#### **2.27 PENALTY**

2.27.1 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, Ahmedabad 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.

2.27.2 For convenience, various penalties enforceable on breach of contract terms as

per this agreement are summarized as under:

Sr.No	Nature of breach	Penalty (in Rs.)
1	Delay in start of service	Penalty per day @0.5% of the annualized contract value
2	Refusal to perform the duty assigned	2000/- per occasion
3	Non-wearing of approved uniform	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	500/ - per instance
5	Not maintaining the guesthouse in presentable condition	2000/- per occasion
6	Loiter in the corridors, chit chatting,	200/ - per incident per person
7	Chew pans or smoke beedis, cigarettes etc by staff	500/ - per incident per person
8	Allowing unauthorized persons to stay in the Guest House	5000/- per occasion
9	Lending Income Tax assets to any other outsiders	5000/- per occasion
10	Non-maintenance of registers or non recording or wrong entries into the registers	500/ - per incident
11	Misuse of telephone and other facilities	500/ - per incident
12	Damages caused to Income Tax Department's assets, misappropriating the money entrusted to the Vendors personal	5000/- or cost of replacement / repair as decided by Income Tax Department
13	Intercepting the belongings of the occupants in their absence and pilfering or stealing goods etc.	Penalty as deemed appropriate
14	Improper reception / hospitality services	500/ - per person per occasion
15	Poor housekeeping and cleanliness	500/ - per occasion
16	Using sub-standard materials / poor quality / unhygienic and improper preparation of food	5000/ - per occasion
17	Any other issue / shortcomings other than the above as occasion demands as decided by the Income Tax Department Representatives. Note: The personnel posted by the service provider committing any misappropriation / mistake should be replaced immediately on instructions from Income Tax Department Representatives.	Penalty as deemed appropriate

- In case of frequent violation of the terms & conditions the contract can be



- cancelled forthwith without any notice.
- Before final termination of the agreement the contractor will be required to hand over all the items and articles to the owner( IT Department) in the same condition as provided at the time of allotment of Guest House Contract.
  - The contractor will ensure that all the staff members employed by it are trained, polite and courteous with the guests. All the staff members will be required to wear the specified uniform. The staff members will be carrying label cards indicating name and other relevant details.

## **2.28 LABOUR REGULATIONS:**

### 2.28.1 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.

2.28.2 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, Ahmedabad.

2.28.3 To ensure regular payment of EPF and ESI dues, the date of billing cycle will be 1<sup>st</sup> of each month. The bills should be submitted along with proof of payment of salary/wages and proof of deposit of these statutory dues for its processing for payment by the INCOME TAX DEPARTMENT, Ahmedabad.

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

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

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

2.28.7 The Service provider shall submit the EPF code number obtained from the authorities concerned under the Employees Provident Fund and Miscellaneous

Provisions Act, 1952.

2.28.8 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

2.28.9 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.

2.28.10 If any of the persons engaged by the Service provider misbehaves with any of the officer/officials of the INCOME TAX DEPARTMENT, Ahmedabad, or any beneficiary of INCOME TAX DEPARTMENT, Ahmedabad, or cause any damage to the property of the INCOME TAX DEPARTMENT, Ahmedabad, the Service provider shall replace them immediately. **In case the INCOME TAX DEPARTMENT, Ahmedabad, feels that the conduct of any of Service provider's employees is detrimental to the interests of INCOME TAX DEPARTMENT, Ahmedabad, the INCOME TAX DEPARTMENT, Ahmedabad shall have the right to request for the removal of such employee either for incompetence, unreliability, misbehaviour, 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.

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

2.28.12 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, Ahmedabad, for record.

**2.28.13 Any increase in Central Govt. minimum wages will be reimbursed to the Service provider.**

2.28.14 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.

2.28.15 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.

2.28.16 A 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.

2.28.17 POLICE VERIFICATION: The bidder shall carry out police verification of all the employees/ staff deployed pursuant to the contract and obtain police clearance certificate.

2.28.18The bidder shall make provision for medical insurance for all the deployed staff.

## **2.29 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.

## **2.30. STATUS OF THE SERVICE PROVIDER AND ITS STAFF MEMBERS**

2.30.1The 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 contract shall be considered in any way as being staff members of INCOME TAX DEPARTMENT, Ahmedabad. However, the services of the staff members will be at the disposal of the Income Tax Department. Any shortcomings in the services of any personnel will attract penal clauses and removal of such personnel without any further notice as mandated in the tender document.

2.30.2 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 travel in connection with duty and the INCOME TAX DEPARTMENT, Ahmedabad shall not be liable for any accident, death, injury etc. to the personnel employed by the vendor. In case any injury, death, damages to any person, including guests, arising due to negligence of the vendor or his staff, vendor shall be liable.

## **2.31 EXTENSION AND TERMINATION OF CONTRACT**

The INCOME TAX DEPARTMENT, Ahmedabad 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, Ahmedabad, 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. Any further extension on the same rates, terms and conditions will be mutually agreed upon.

### **2.32 TERMINATION FOR DEFAULT:**

The INCOME TAX DEPARTMENT, Ahmedabad 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 the date mentioned in the termination notice.

### **2.33 TERMINATION FOR INSOLVENCY:**

INCOME TAX DEPARTMENT, Ahmedabad, 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, Ahmedabad.

### **2.34 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, Ahmedabad, no such sub-contracting is permissible. While seeking such permission, the details of services or works which are required to be subcontracted, 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.

### **2.35 PAYMENT:**

#### **2.35.1 PAYMENT PROCEDURE:**

The Service provider shall submit monthly bills to INCOME TAX DEPARTMENT, Ahmedabad, 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 of salary/wages 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.

**2.35.2** 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 preferably within 4 [four] weeks from its reception this office after its due verification by the Nodal Officer, by A/c payee cheque, payable at Ahmedabad 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.

**2.35.3** The INCOME TAX DEPARTMENT, Ahmedabad, 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.

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

**2.35.5**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 the minimum wage revisions by the statutory authority.

**2.35.6**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.

### **2.36 ARBITRATION:**

**2.36.1**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 Asst./Dy. Commissioner of Income Tax (HQ)(Estate), O/o Pr. Chief Commissioner of Income Tax, Gujarat, Ahmedabad, 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 Asst./Dy. Commissioner of Income Tax(HQ)(Estate), O/o Pr. Chief Commissioner of Income Tax, Gujarat, Ahmedabad, 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.

**2.36.2**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, the Asst./Dy. Commissioner of Income Tax(HQ)(Estate), O/o Pr. Chief Commissioner of Income Tax, Gujarat, Ahmedabad 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 predecessor.

**2.36.3**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.

**2.36.4**The venue of the arbitration proceeding shall be the office of the Asst./Dy. Commissioner of Income Tax(HQ)(Estate), O/o Pr. Chief Commissioner of Income Tax, Gujarat, Ahmedabad or such other places as the arbitrator may decide.

### **2.37 FORCE MAJEURE**

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

## **2.38 COURT JURISDICTION**

All disputes arising out of or in any way connected with the agreement shall be deemed to have arisen at Ahmedabad and only courts in Ahmedabad 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 prior approved by INCOME TAX DEPARTMENT, Ahmedabad 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 behaviour towards all the Guests, the personnel of INCOME TAX DEPARTMENT, Gujarat, 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, Ahmedabad.
- 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 (with) direct dialing facility would be provided by INCOME TAX DEPARTMENT, Ahmedabad 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/repair 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, Ahmedabad 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, Ahmedabad 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 equipment.
- A room and toilet for Service provider employees.

**3.11. Additional Terms & Conditions**

The buyer/Department reserves the right to increase or decrease the quantity of the manpower to be ordered upto 25 percent at the time of placement of contract. The buyer also reserves the right to increase/decrease the ordered quantity by upto 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Two members of the committee shall visit to the ongoing project of the bidder and shall verify all facts about quality of services and consumables including the standard of food provided by the bidder. The visit of the members will be at the cost of the bidder and the same will be duly documented.

## **Chapter-4**

### **PERFORMANCE APPRAISAL**

**4.1** The performance shall be reviewed by the Nodal Officer in consultation with the Jt./Additional Commissioner of Income Tax (HQ)(Admn.), Ahmedabad 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 Pr. Commissioner of Income Tax,  
(Verification Unit)-1, Ahmedabad.

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 (1) **Aaykar Bhawan, Ashram Road, Ahmedabad** (2) **Income Tax Colony, Opp. Old High Court, Ahmedabad** (3) **AaykarVihar, Vejalpur, Ahmedabad** (4) **Dormitory at Aaykar Bhawan, Ashram Road, Ahmedabad** against **Tender No.**

**Dated: .**

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 Pr. Commissioner of Income Tax,(Verification Unit)-1, Ahmedabad and that the said documents are to be used only for the purpose intended by The Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad.

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

E-MAIL ID:

TELEPHONE NO:

Yours faithfully,

(BIDDER)  
Address

Note: This forshould be returned along with offer duly signed.

**BID SUBMISSION PROFORMA**

Tender No

To

The Pr. Commissioner of Income Tax,  
(Verification Unit)-1, Ahmedabad

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.
  
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 Proforma at **Annexure 3** has been duly signed and submitted herewith.
  
4. The following pages have been added to and form part of this tender (only 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 Pr. Commissioner of Income Tax,  
(Verification Unit)-1, Ahmedabad.

**Sub: BIDDING AGREEMENT**

**Ref: TENDER NO. .**

The Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, 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 as mentioned as the last date for the receipt of tenders stated in the NIT. 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 the bid is finally accepted by The Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad.

If Bidder fails to honour the above terms and conditions, the Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, shall have unqualified, absolute and unfettered right to encash/forfeit the Earnest Money Deposit/Bid security, submitted in this behalf.

**Authorized Signatory Authorized Signatory**

**(BIDDER) (Income Tax Department, Ahmedabad)**

(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 **08.07.2024** in the tender of "Integrated Facility Management Services for Guest House at (1) **Aaykar Bhawan, Ashram Road, Ahmedabad** (2) **Income Tax Colony, Opp. Old High Court, Ahmedabad** (3) **AaykarVihar, Vejalpur, Ahmedabad** (4) **Dormitory at Aaykar Bhawan, Ashram Road, Ahmedabad**

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 (1) **Aaykar Bhawan, Ashram Road, Ahmedabad** (2) **Income Tax Colony, Opp. Old High Court, Ahmedabad** (3) **AaykarVihar, Vejalpur, Ahmedabad** (4) **Dormitory at Aaykar Bhawan, Ashram Road, Ahmedabad**, 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 (1) **Aaykar Bhawan, Ashram Road, Ahmedabad (2) Income Tax Colony, Opp. Old High Court, Ahmedabad (3) AaykarVihar, Vejalpur, Ahmedabad (4) Dormitory at Aaykar Bhawan, Ashram Road, Ahmedabad**

Dear Sir,

I have gone through the complete terms and condition of the Tender for Providing Integrated Facility Management Services for Guest House at (1) **Aaykar Bhawan, Ashram Road, Ahmedabad (2) Income Tax Colony, Opp. Old High Court, Ahmedabad (3) AaykarVihar, Vejalpur, Ahmedabad (4) Dormitory at Aaykar Bhawan, Ashram Road, Ahmedabad**, and accept the same.

Place:

Signature of Bidder

Date:

Name:

**FORMAT OF PERFORMANCE SECURITY BANK GUARANTEE BOND FORM**

1. The Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, having decided to obtain bank security guarantee from Shri/Smt/M/s \_\_\_\_\_, hereinafter referred to as the service provider, we \_\_\_\_\_ (name of the bank), hereinafter referred to as "the bank" at the request of the service provider do hereby undertake to pay to the Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be cause to or suffered by the Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, 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. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, stating that the amount claimed is due by way of loss or damage cause to or suffered by The Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, 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 the Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, on this count shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ .

3. We undertake to pay to the Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, 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 thereto, 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 thereunder 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 contained herein 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 Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, under or by virtue of the said Agreement, have been fully paid and its claims satisfied or discharged or till the Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, 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 the Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, that The Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, shall have the fullest liberty without affecting in any manner our obligation hereunder to modify 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 Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, against the 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 the Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad, or any indulgence

by Office of the Pr. Commissioner of Income Tax, (Verification Unit)-1, Ahmedabad 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 the Principal Commissioner of Income tax (Verification Unit)-1, Ahmedabad, in writing.

(Indicate the name of the Bank)

Dated the                      Day of                      for



**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

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 of the Person/Entity submitting the Bid/Tender, i.e. Individual/Proprietary concern/Company/Firm/Agency (Attach certificates of registration)		
2	Name of proprietor / Director of Company / Partner of Firm / Owner of Agency		
3	Full Address of Registered Office with Telephone No., FAX and e-mail		
4	Full Address of Operating / Branch Office, situated in Ahmedabad, with Telephone No., FAX and e-mail with name of the Contact Person(s) and Mobile no.		
5	Banker of Company / Firm / Agency with full address [Attach certified copy of statement of A/c. for the last three years)		
6	Details of Earnest Money Deposit Amount, DD / PO number & Date, Drawn Bank		
7	Is there any litigation of whatsoever nature in respect of the contracts executed with any parties. If yes, give details.		
8	Specify whether there are any issues / disputes against you before Commissioner Provident Fund, Commissioner ESI, Income Tax authorities, Labour Tribunal Authorities etc.		
9	PAN (Attach attested copy)		
10	GST Registration No. (Attach attested copy)		
11	E.P.F. Registration No. (Attach attested copy)		
12	E.S.I. Registration No. (Attach attested copy)		
13	Documents showing completion of at least one service contract i.e providing Integrated facility for guest houses of value not less than Rs. 75 lakh per annum for providing similar services. (The documents should clearly demonstrate the successful completion of the contract)		
14	Give details of the major similar contracts handled by you for Government Departments, PSUs and Government Institutes , during the last three years and the current year in the following format. (Attach attested copies)		
	Sr. No.	Details of client alongwith address, telephone and email	Amount of Contract (Rs.Lakhs)
			Duration of Contract. From (date) To (Date)

15	Self-attested copy of Certificate of appreciation / satisfaction from the past and present clients.	
16	List of Equipment available with the bidder for the purpose of cleaning and other house keeping activities	
17	Total No. of years of experience in providing similar services with the list of client's (year wise, F.Y. 2020-21 ,2021-22, 2022-23 and 2023-24).	
18	Income declared in IT returns for F.Y. 2020-21 2021-22, 2022-23 and 2023-24 (enclose copy of IT Returns acknowledgement for the relevant assessment years alongwith complete Audit report u/s. 44AB, if applicable)	
19	Total Tax / GST Remitted in F.Y. 2020-21 ,2021-22 , 2022-23 and 2023-24	
20	Total Turnover of the business in F.Y. 2020-21 2021-22, 2022-23 and 2023-24	
21	Total Number of persons deployed currently in the service providing concern/ company / agency / firm	
22	Affidavit stating that the agency is/has not been black listed by Centre/State Government/PSU (Attach attested copy)	
23	Declaration about Fraud and corrupt practices (Duly signed & attested and should be marked as Annexure -3 )	

24	Brand Name of the following cleaning and house keeping materials, the bidder proposes to use, to be given (The bidder may however add further consumable items, if required):-	
	<b>S. No.</b>	<b>PARTICULARS</b>
	1	Soap/Oil
	2	Phenyl
	3	Floor Cleaner
	4	Glass Cleaner
	5	Duster Cloth
	6	Soft Broom
	7	Coconut Broom
	8	Toilet Cleaner
	9	Mop Stick/PINZA Mop
	10	Air Freshener
	11	Urinal Cakes
	12	Naphthalene Balls
	13	Garbage Bag
	14	Garbage Bag Small
	15	Toilet Brush with
	16	Squeezer
	17	Scrub Pad
	18	Buckets
	19	Mugs
	20	Dust Pan
	21	Toilet Roll
	22	Paper Napkins
	23	Room Spray
	24	Mosquito Spray
	25	Hand Wash Foam
	26	Mosquitos Repellant

**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.**

<b>SI. No.</b>	<b>Machines to be used</b>	<b>Equipment Make &amp; brand</b>	<b>No. of Units proposed to be used</b>

**Schedule-2:****House keeping consumables (Monthly requirement)**

The materials proposed to be used in the Guest House.

SI No	Description (Places where it is to be 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.**

Arrangement for fuel is to be made by contractor for usage

The breakfast should comprise one of the following items on rotation basis

1	Idly Vada - 2 Idly & 1 Vada + Chutney & Sambhar
2	Masala Dosa - 2 nos. + Chutney & Sambhar
3	Poori - 4 nos. + Veg Sabzi & Chutney
4	Aloo/Gobi/Paneer Parantha-2 Nos+ Curd + Pickle
5	Chana Batura-2 Nos
6	Bread Butter Toast& Jam - 06 Slices
7	Fafda Jalebi / Thepla(4Nos) / Poha

Lunch/Dinner should comprise of the following items:

1	Phulka/ Chapathi/ Roti/ Poori/ Paratha - 3 unit
2	Coloured / Mixed rice/ Pulao - 150 gms.
3	Vegetable Gravy (North Indian) - 150 gms
4	White Rice - 150 gms
5	Farsan/ Dokla/ Fafda/ Patra
6	Dal - 125 ml
7	Plain Curd - 125 ml
8	Dessert (Fruit or Sweet or Shreekhand or Ice cream) - 1 unit
9	Green Salad
10	Pickle
11	Papad
12	Mouth Freshener

The Snack should comprise one of the following items on rotation basis:-

1	Cutlet - 2 unit
2	Sandwich - Stuffed / Veg 4 unit
3	Pav Bhaji 2 unit
4	Pakoda - Onion/ Veg/ Bread 1 plate
5	Samosa 2 unit

The rate of breakfast shall not exceed Rs 100/- and the rates of Lunch/Dinner shall not exceed Rs 150/-. The rate of snacks shall not exceed Rs 50/-

**List of Consumables:**

The Service provider has to mandatorily use any one of the brand of each material of consumable listed below:

Item	Brand
Salt	Tata Salt plus, Himalayan pink salt
Spices	MTR, Everest, MDH, Tata Sampan
Ketchup	Maggi, Kissan, Heinz
Oil	Sundrop, Saffola, Fortune, Dhara
Ghee	Milkfood, Amul, Britannia, Patanjali
Pickle	Mother's recipe, Nilons
Atta	M.P. Sharbati, Aashirvad, Pillsbury, Annapurna
Butter	Amul, Britannia, Nutralite
Bread	Super, Britannia, Modern
Jam	Kissan, Mother's recipe, Maggie
Milk	Mother Dairy, Amul (Full cream)
Paneer	Amul, Britannia, Govardhan
Tea	Brook bond, Lipton, Red Label, Tata Tea, TajMahal, Tetley
Coffee	Nescafe, Bru, Sunfeast
Biscuits	Britania/ Parle/ Sunfeast or any other reputed brand
Ice creams	Mother Dairy/ Amul/ Kwalitiy
Mineral Water	Kinley/ Bislery/ Aquafina
Rice (Basmati Only)	Premium brands only like Kohinoor, Dawat Basmati first quality
Pulses	Branded / first quality
Papad	Haldiram/Lijjat
Vegetables / Fruits	Fresh first quality vegetables/ fruits only
Beverages	Fanta, Limca, Coca Cola, Pepsi, Miranda, Thumps up, Maaza, Slice, Nimbooz
Chips	Lays Kurkure

\* Any additions/ changes with respect to the above brands above should be done only after obtaining prior written approval from Income Tax Department.

\*.Note:- The Bidder must ensure that only the aforementioned brands against the mentioned items shall be used.

Place:

Signature of Bidder

### FORMAT FOR FINANCIAL BID

#### 1. Quote for manpower: (In rupees)

(A) Category	Charges per Worker Per month (Inclusive of all amounts legally payable to employee e.g. PF, ESI etc.) to be mentioned in clear & specific manner and PF, ESI etc should be mentioned in the bracket	Number of person To be Employed	Total Charges Per Month
Receptionist Cum Manager			
Stewards/room boys/ bearer for dining hall and room service or suite rooms			
Housekeeping			
Kitchen- cook			
(B) Service Charges (In Rs)			
(C) Maintenance Charges (In Rs)			
Total charges per Month (In Rs)			

**Note:**

- Rate quoted shall be **exclusive** of all taxes, duties, fees, royalties, octroi, cess, etc., as applicable from time to time.
- 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.**
- Rate quoted for Manpower shall indicate separately Minimum Wages Act, VDA, ESI, EPF, EDLI, etc.
- In Column No 2 Bifurcation/breakup of PF, ESI etc should be mentioned mandatorily in the bracket(s) and each item should be mentioned separately.

#### 1. House Keeping Consumables (Monthly requirements)

SI. No.	Particulars	Rate per Month Rs.
1	Charges for consumables (This should indicate the quoted amount and the GST separately. Please refer to Para 1.2 of the Bid document)	

**BREAK-UPDETAILSOFOUOTATION:-**

Service Provider is required to furnish the following breakup details of his quote for the services, as detailed below:-

SI. 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.( Please be specific about the nature of charge)	
4	Taxes(Provide the breakup of the different Taxes applicable]	
5	Gross Amount/Grand Total	

Sr. No	Particulars	Per unit rate (Rs.)
1	Coffee/Tea/Tea bag Tea	
2	Milk-250ml	
3	Fresh Lime Juice-200ml	
4	Lassi-200ml	
5	Breakfast-per plate	
6	Lunch / Dinner-per plate	
7	Snacks-per plate	

Note:

- The rates should be all inclusive i.e. including cost of materials etc.
- The rate of breakfast shall not exceed Rs 100/-and the rates of Lunch/Dinner shall not exceed Rs 150/-. The rate of snacks shall not exceed Rs 50/-.

Place:

Signature of Bidder

Date:

Name:



