

# आयकर आयुक्त (अपील इकाई)-1, कर्नूल का कार्यालय O/o COMMISSIONER OF INCOME TAX (APPEAL UNIT)-1, KURNOOL दूसरी मंज़िल, एम वी पी कॉम्प्लेक्स, प्रकाश नगर, कर्नूल-518004

2<sup>nd</sup> Floor, M V P Complex, Prakash Nagar, Kurnool – 518004 ईमेल/email: kurnool.citl.appeal.unit@incometax.gov.in

# INVITATION OF QUOTATIONS FOR UP KEEPING MAINTENANCE SERVICES"

The Income Tax Department, Kurnool invites sealed quotations from reputed /authorized persons/agencies/ up keeping Services to provide upkeeping & maintenance services for Offices located at Commissioner of Income-tax(Appeal Unit)-1, M.V.P.Complex, Prakash Nagar, Kurnool on "no work no pay" terms and conditions:

- 1. This Invitation of Bids is open to all the reputed persons/agencies having at least 3 years of experience of providing upkeeping & maintenance services renowned organizations/major hospitals/MNCs. The service provider shall have at least Rs. 30 Lakhs per year as turnover for the three preceding financial years. (i.e 2019-20, 2018-19 and 2017-18)
- 2. The bidder should possess all the statutory/non-statutory registrations, licenses, permissions, approval etc. from the Competent Authorities for providing the required services. The bidder should be registered with EPF and ESIC authorities.
- 3. The bidder should be registered under Service Tax Act/GST, All relevant State Government authorities including labour department and police department. The possession of PSARA license is a must.
- 4. The bidder should submit at least two "Satisfactory Performance Certificates from the organizations to which it has been rendering the up keeping services, along with the Technical Bid.
- 5. The Bidder should not have been blacklisted/debarred by Central/State Govt. Department/ Organisations to whom it has been rendering up keeping services and letter certifying the same should be submitted on duly notarized Rs. 10/- Stamp Paper.

6. The successful bidder should carry out services as mentioned above, by deploying the required number of people as mentioned in the annexure to this document and to the satisfaction of the service taker.

### **INSTRUCTIONS TO THE BIDDERS:**

- 1. The tender forms comprising of Eligibility and qualifications criteria (annexure-I) and Financial bid (Annexure-II), duly filled and complete in all respects and in separate envelopes, shall be submitted in single sealed cover to the "Office of the Commissioner of Income Tax,(Appeal Unit) -1,1st Floor, M.V.P Complex Prakash Nagar, Kurnool".
- 2. Forwarding letter should clearly indicate the list of enclosures. Each page of the tender document should be signed by the bidder with seal of the Agency / firm as a token of having read and understood the terms and conditions therein, and submit the authorization also along with the filled in bid form.
- 3. The bidder has to give an undertaking that the amount of wages paid to the workers is not less than the prescribed amount by the Government as per the Minimum Wages Act. The photocopy of the pass book will have to be furnished to the Department as evidence of payment with the bill of subsequent month.
- 4. The rates of statutory liabilities (GST, Service Tax, ESIC, EPF etc) should be written separately in the Financial bid for each person per month and per year as explained in the below table. The Contractor will have to follow the statutory laws in this regards. Within 15 days of the commencement of agreement the contractor will have to provide the name of the upkeeping identity cards issued to them, their EPF number, ESIC numbers etc. The contractor will have to furnish proof of depositing EPF/ESIC/Service Tax/GST along with the bill of the subsequent month.
- The bid may be rejected if it is not complete in any respect.
- 6. Furnishing of false, misleading, inaccurate information of particulars in the bid document or in any other manner shall lead to the disqualification of the bid and bidder at any stage or time. It shall also lead to termination of the contract, if awarded.
- 7. The O/o Commissioner of Income-tax , (Appeal Unit)-1,Kurnool will have the final right to elect the bidder most suited and responsive to its requirement.

- 8. Agency will have to seek prior permission before replacing the already deputed staff with all the requisite details.
- 9. For clarification on any issue related to bid or work, the bidder may visit the office of Commissioner of Income-tax (Appeals), M.V.P. Complex, Prakash Nagar, Kurnool on any working day during office hours.
- 10. The bidder/its representative may visit the office premises in the working hours of any working day before the closing date of submission of tender.
- 11. The service charges cannot be 0% or nil. The person's bid quoting nil or 0% will be summarily rejected.
- 12. The upkeeping workers provided by the agency must be fit for duty and neatly dressed with proper uniform.

#### TERMS AND CONDITIONS OF THE CONTRACT:

- 1. The Agency, to whom the contract is awarded, would provide upkeeping services. The name, address and contact number of the staff should be furnished to the office of the **Commissioner of Income-tax (Appeals), Kurnool**. The name, address and contact number of person should be furnished with whom the department/Controlling Officer should contact, in case of any problem faced with regard to services being provided by such agency on day to day basis.
- 2. In case of failure to commence the work by the Agency within **stipulated time**, the contract may be cancelled by the Department and upkeeping services may be forfeited. In such case, new tenders will be floated.
- 3. Agency will have to pay their workers as per the provisions of minimum wages notified from time to time by the **Government.**
- 4. The contractor is required to render services on all working days as directed by the Department 24x7, 365 days (including Sundays and National holidays).
- 5. The O/o Commissioner of Income-tax(Appeals), Kurnool shall make the outsourcing contract payment on monthly basis on the production of bill by the contractor. The payment shall be made to the contractor in the subsequent month after due verification & fulfilment of statutory obligations in respect of that bill.

- 6. The Contractor should agree and undertake to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the State / Central Govt. or any local body or another authority.
- 7. Without prejudice to the preceding terms of the contract, the service provider will be liable to reimburse the **Commissioner of Income-tax(Appeals)**, **Kurnool** any cost or legal liability/penalty/fine imposed on the Income Tax Department, Kurnool by any authority, because of any, misconduct or any act of omission or commission of the contractor or any of the workers/ subcontractors /agents/ any other persons deployed by the contractor.
- 8. The office shall have the right to withhold any reasonable sums from the amounts payable to the contactor under this contract, if the contractor commits breach of any of the terms and conditions with regard to payment of all statutory and other dues or does not comply with statutory or other obligations.
- 9. Any charge in the constitutions or ownership of the concern of the contractor shall be notified forthwith by the contractor in writing to the **Commissioner of Income-tax(Appeals)**, **Kurnool** within seven days and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the contractor in respect of this contract unless he/she/they agree to abide by all the instructions and terms & conditions of the contract.
- 10. This agreement shall be in force only for a period of Two Years from the date of execution of contract. However, the contractor's performance will be observed for the period of initial 3 months from the date of signing the contract. Based on the performance to the satisfaction of the Department, the contract would be extended for remaining 21 months.
- 11. In case the Contractor assigns or sub-contracts this contract to some other person or attempts to do so, the **Commissioner of Income-tax(Appeals)**, **Kurnool** shall have the right to terminate the agreement without giving any notice to the contractor.
- 12. On termination of contract for any reason whatsoever, the **Commissioner of Incometax(Appeals), Kurnool** shall be entitled to engage the services of any other person, agency or Contractor to meet the requirements without prejudice to its rights including claim for damages against the Contractor.
- 13. The Contractor shall co-operate with the other contractors/service providers and their workers working in the premises/building.

- 14. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Kurnool. However, no dispute shall be taken by either of the parties to the contract, to any court of law without first referring it to an arbitrator, who will be appointed by the mutual consent of both the parties and any decision of the arbitrator will be final and binding on both parties, and shall not be appealable in any court of law, except on the grounds of mala fide or perversity.
- 15. The upkeeping staff shall be responsible for the upkeeping and maintenance of Income Tax offices and buildings and other properties of the Department located at building premises of O/o Commissioner of Income Tax(Appeals), Kurnool in all respects.
- 16. The upkeeping shall maintain discipline and decorum in the office. In case any person is found deficient in performing duties or maintaining discipline or on being pointed out by the office in this regard, the contractor shall replace that person.
- 17. The upkeeping shall be fit for duty and shall wear neat and clean uniform provided by the contractor, while in office. If any upkeeping staff is not in uniform during office hours, it shall be treated as if he is absent on that day and deduction shall be made accordingly from the monthly payment to the contractor.
- 18. Any damage caused to any equipment or article or item at the premises of the O/o Commissioner Of Income Tax(Appeals), Kurnool building due to negligence of the employees/agents of the contractor shall be on his account and he will be liable to make good the loss to the Department, or the damage will be recovered/deducted from the payment due to the contractor/service provider.
- 19. This office reserves the rights to postpone/and/or extend the date of receipt/opening of Rates/Quotations or to withdraw the same, without assigning any reason thereof.
- 20. In case of any dispute, the decision of the Commissioner of Income-tax(Appeals), Kurnool shall be final.
- 21. The Bidder shall furnish Earnest Money Deposit (EMD) of Rs. 10,000/- in the form of Demand Draft/Banker's Cheque from a Commercial bank, drawn in favour of "Zonal Account Officer, CBDT, Hyderabad, payable at Hyderabad. The EMD in respect of the agencies/vendors which do not qualify the Technical Bid (First stage) /Financial Bid(Second Competitive stage) shall be returned to them without any interest. However, the EMD in respect of the successful bidder may be adjusted towards the Performance Security Deposit. Further, if the agency fails to render services as per the requirement within 15 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.

- 22. The bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document.
- 23. The bidder is required to enclose self-attested photocopies of the following documents along with the Technical Bid:
  - a) Registration Certificate with Labour Department.
  - b) Copy of PAN card.

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- c) Copy of IT return filed for the last three financial years
- d) Registration certificate with appropriate authorities under Employees Provident Fund/ESI
- e) Copy of the Service Tax Registration Certificate/GST.
- f) Work experience of similar work with renowned organizations.
- g) Copy of Service Tax Assessment and Return filed by the firm for last two years. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- h) The PSARA license copy should be filed.
- 24. GST/Service Tax Deductions/adjustments/TDS shall be made from the bills before making the payment as per statutory provisions, if any.
- 25. The contractor will be required to deposit a Performance Bank Guarantee from Schedule Commercial bank @ 10% of the annual value of the contract as security for due fulfilment of contract. The Bank Guarantee should be executed in the Proforma enclosed herewith. It should be valid till the expiry of one year /contract period. The bank Guarantee must be submitted within 10 days from date of award of contract. This security shall be liable to forfeiture in the event of any breach or non-observance of the terms of the contract by the contractor or premature termination of the contract on part of the contractor for any reason. The performance guarantee will be renewed by the contractor, if the contract is extended after the normal expiry period of the contract.
- 26. The bidders shall bear all costs associated with the preparation and submission of its bid and the Income-Tax Department, Kurnool will in no case be held responsible/liable for these costs, regardless of the conduct or outcome of the bidding.

- 27. Bids received later than the stipulated date and time will not be considered under any circumstances. This office reserves the right to reject any tender, even the lowest one without assigning any reasons thereof.
- 28. The bid shall consist of two parts- Annexure-I(Technical Bid) & Annexure-II(Financial Bid). Both the bids are to be placed in two sealed envelopes (clearly superscribing 'Technical Bid' and 'Financial Bid',) and should be complete in all aspects and kept in sealed cover together on the cover it should be superscribed as 'Quotation for upkeeping Services' and it may be dropped in the TENDER BOX marked as "Quotations Box for upkeeping Services" located at O/o Commissioner of Income Tax (Appeals), 1st Floor, M.V.P. Complex, Prakash Nagar, Kurnool. The bids of all parties whose financial bid is not in a separate sealed cover or the rates quoted by them finds mention in their Technical Bid shall be rejected forthwith.

Closing Date and Time for submission of quotations : 10-09-2021 - 5.00 PM

Date and time of opening of quotations (Technical bids & Financial bids)

: 10-09-2021 -5:30PM (onwards)

Date: 30.08.2021.

(B. LÍNGANNA)

Administrative Officer & DDO, O/o Commissioner of Income-tax(AU)-1, Kurnool

## SCHEDULE OF THE UP KEEPING PERSONNEL REQUIRED TO BE PROVIDED BY THE AGENCY

S.No	Property at which upkeeping workers to be provided	No. of persons to be deployed
1	Upkeeping and maintaining of O/o CIT(Appeal Unit)-1, Kurnool.	1
2	Upkeeping and maintaining of O/o ITO (TDS), Kurnool.	1

GS: General Shift - 9.00 a.m. to 6.00 p.m

(B. LINGANNA) Administrative Officer & DDO,

O/o Commissioner of Income-tax(AU)-1, Kurnool

### ANNEXURE-I (Technical Bid)

# INCOME TAX DEPARTMENT, M.V.P. Complex, Prakash Nagar, Kurnool.

- a) Name of the concern
- b) Complete Address of the concern (with telephone No. Fax & Email)
- c) PAN No. & Service Tax Registration No. EPF Registration and ESIC Registration with photocopies.
- d) Complete Name and addresses of the Partners / Directors/ Proprietor with mobile no. (in case of firm/company/proprietorship
- e) Contact person (s) (with mobile number)
- f) Whether the concern has at least two "Satisfactory Performance Certificates" for similar services i.e. Upkeeping services etc from the renowned organizations to which it is providing such services.
- g) Details of Earnest Money Deposit
- h) An undertaking with regard to compliance of Minimum Wages Act, ESI & EPF provisions should be annexed.

#### **DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. In case any deviation/discrepancy is found in the above statement at any stage, the contract is liable to be terminated immediately and the concern may be blacklisted by the competent authority.

(Signature of owner or authorized Signatory with date & Stamp).

### ANNEXURE-II (Financial Bid)

# INCOME TAX DEPARTMENT, M.V.P. Complex, Prakash Nagar, Kurnool.

- 1. Name of the concern
- 2. Complete Address of the concern (with telephone No. Fax & E-mail)
- 3. Complete Name and addresses of the Partners/Directors/Proprietor with mobile no. (in case of firm/company/proprietorship
- 4. Contact person (s) (with mobile number)
- 5. Permanent Account Number (attach copy)
- 6. Service Tax Registration number (attach copy)
- Charges per month excluding statutory taxes &liabilities
- 8. Details of Minimum wages proposed to be paid along with the details of statutory payments to be made. Separate mentioning about the minimum wages proposed to be paid for all categories of personnel be given. Separate mentioning of Minimum wages , PF, ESI, other allowances and any other payment be mentioned per person, per month and per year be mentioned.

(Signature of authorized Signatory with date & Stamp).

#### DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief I further certify that I shall abide by the provisions of the Minimum Wages Act.

In case any deviation/discrepancy is found in the above statement at any stage, the contract is liable to be terminated immediately and the concern may be blacklisted by the competent authority.

(Signature of authorized Signatory with date & Stamp).