

Draft Terms & condition for the hiring of 04 workers (unskilled) for cleaning,  
housekeeping and other related service for Income Tax Guest House,  
Pratibha Bhawan, Patliputra Colony, Patna

I. Eligibility Criteria for Service Provider:

1. Service Provider may be a Proprietary Firm/ Partnership firm/ Company/ AOP/ BOI/LLP which possessed the following statutory documents:
  - (a) Valid Pan Card.
  - (b) GST Registration Certificate alongwith returns for last two financial years.
  - (c) Up-to-date Contract Labour License issued by the competent authority of Govt. of India.
  - (d) Up-to-date Establishment Registration Certificate for Patna station duly issued by the appropriate authority.
  - (e) Code numbers allotted by ESIC and EPF Commissioner alongwith ECRs for the month of November, 2024.
  - (f) Up-to-date valid ISO certification which must cover cleaning/housekeeping services in the scope of work/activities.
2. The Service Provider should have a minimum turnover of at least **Rs. 30 lakhs** per annum during the last three consecutive financial years i.e. for F.Y. 2021-22, F.Y. 2022-23 & F.Y. 2023-24. Necessary supporting documents shall be enclosed with audited account, Balance Sheet and Profit & Loss Account and IT returns for the same financial years.
3. MSME Bidder Company/ Firm / Agency must submit copy of MSME certificate.
4. There should be no case pending with the police against the principal officer of the Service Provider which may be called as proprietor or partners or principal officer or whatever name it may be. The Service Provider should not have been blacklisted by any organization/Govt. Department/PSU. An affidavit in this respect is required to be given by the Service Provider.
5. The Service Provider should have completed at least two works of providing similar services (cleaning and housekeeping) during the period of last five years in Central / State Government Departments/PSUs in Bihar. Submit proof of experience certificates/work order signed by the clients.
6. Service Provider must quote minimum Floor price for minimum wage in accordance with the Ministry of Finance, Department of Expenditure.

*Pratik Panigrahy*  
*01.10.25*



Procurement Policy Division O.M. No. F.6/1/2023-PPD dated 23.06.2023.

7. The Service Provider must have valid up-to-date Labour License under Contract Labour (Regulation and Abolition) Central Rules, 1970. Applied for labour license will not be accepted.

8. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.

9. The Income Tax Department, Patna reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof, and the decision of the Income Tax Department, Patna in this respect shall be final.

10. The EMD (Earnest Money Deposit) will be 3% of the total value of the contract which should be submitted to the Income Tax Department alongwith relevant proof in hard copy. The ambit and scope of the EMD will be the same as defined in the Manual of Procurement of Consultancy and Other Services, 2017 (updated June, 2022). Further, EMD will be forfeited if the tenderer withdraws, amends, impairs or derogates from the tender in any respect within the period of validity of the tender.

11. The successful tenderer shall be required to furnish a Security Deposit in the form of Bank Gurantee, within 30 days of its selection. In case, the successful tenderer fails to furnish the required Security Deposit within the stipulated date then the EMD furnished may be forfeited. The EMD will be refunded to the respective unsuccessful tenderers without any interest and as per the provisions stipulated vide Department of Expenditure, New Delhi O.M. No. F.1/2/2022-PPD dated 01<sup>st</sup> April, 2022.

13. There should be no case pending with the police against the Principal Officer of the Service Provider which may be called as proprietor, partner, director or principal officer or such other name. The Service Provider should have not been blacklisted by any organization/Govt. Department/PSU. An affidavit in this respect is required to be given by the Service Provider.

14. The Service Provider is required to qualify all the terms & conditions, as discussed above. Any bidder, not qualifying any of the aforesaid terms and conditions will summarily be rejected.

15. The Service Provider registered under the relevant provisions of the Micro, Small and Medium Enterprises Development Act, 2006 will be preferred.

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08.01.2025



**II. Estimated manpower requirement:**

1. Altogether, 04 unskilled workers required for the purpose of housekeeping & cleaning services at the Income Tax Guest House, Pratibha Bhawan, Patliputra, Patna.
2. The Service Provider shall also provide extra worker as and when required by the Department during emergency for a short term or long term on the same terms and conditions.
3. The Service Provider shall ensure that the worker provided for the work have deployed as per the relevant provisions of the labour laws. The Service Provider must take full responsibility for any violation of labor laws.

**III SCOPE OF WORK- CLEANING/HOUSEKEEPING SERVICES:**

1.	To ensure proper cleaning of all 30 rooms (including bathrooms), corridors, kitchen, stairs, parking & common areas of Pratibha Bhawan,145, Patliputra Guest House. There is a Holiday for Saturday, Sunday &Gazetted Holidays. Moreover, if so required the personnel will also work on Saturday, Sunday and other Holidays as per requirement (The vendor will arrange weekly off to the contract worker as per applicable rules/laws).
2.	Apart from the cleaning work they will perform other unskilled work related to running of Guest House.

**IV. Statutory Provisions**

1. The Selected Service Provider shall be required to pay minimum wages as prescribed under relevant/up-to-date provisions as stipulated vide Ministry of Labour & Employment, office of the Chief Labour Commissioner (C), New Delhi Order File No. 1/27(5)/2024-LS-II dated 25.09.2024 with periodical revision along with all such other statutory applicable dues like ESI, PF/EPF, PT etc as notified by the competent authority from time to time.
2. In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate applicable law, and as a result thereof the Income Tax Department is put to any loss / obligation, monetary or otherwise, the Department will be entitled to recover such damage/loss out of the outstanding bills or from the Performance Security Deposit of the Service Provider.

**V. Financial**

1. The successful Service Provider shall furnish a Performance Security Deposit (or Bank Guarantee from a nationalized bank) for an amount of 4% of the value of the total contract, in accordance with the relevant

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provisions of the Rule 171(i) of the General Financial Rule, 2017 as amended vide Ministry of Finance, Department of Expenditure, Procurement Policy Divisions Office Memorandum No. F. 1/2/2023-PPD dated 01.01.2024. The aforementioned performance security deposit /bank guarantee shall remain in place from the date of the contract award until 60 days after the contract period/extended period or final settlement of all dues, whichever is later, for which no interest will be paid by the Income Tax Department.

2. Service Charges: Service Charges in rupees per person/per month shall be quoted by the service provider as per the relevant provisions of the Ministry of Finance, Department of Expenditure, Procurement Policy Division O.M. No. F.6/1/2023-PPD dated 23.06.2023. The service charges so quoted will be fixed throughout the entire contract period, even in case of extension of contract as well as the wage revision from the competent authority.

3. The wages and other entitlements shall be paid through bank transfer to their respective accounts of the persons so deployed by the Service Provider.

4. Submission of bills: The Service Provider shall submit the bills for payment to the O/o Principal Chief Commissioner of Income Tax, Bihar & Jharkhand, Patna with statutory contributions and service charges after deducting TDS as per the rules. The Service Provider shall be required to submit the bills in duplicate along with verified attendance sheet of the workers performed duties for the month duly certified by the Service Provider.

5. The Tax Deduction at Source (T.D.S.) shall be enforced as per the relevant provisions of the Income Tax Department.

6. The selected Service Provider shall also be liable for depositing all taxes, levies, cess etc. to the concerned tax authorities from time to time as per the rules and regulations on the matter.

#### **VI. Contract tenure:**

The contract shall be initially for a period of two years from the date of commencement and is extendable further for a period up to another one year on the mutual consent of both the parties subject to satisfactory performance.

#### **VII. Penalty and liability clause:-**

1. The Service Provider shall be responsible to faithful compliance of the terms and conditions. In the event of any breach of this terms and condition, the order may be terminated and the performance security deposit will be forfeited and further the work may be got done from another Service Provider at the risk and cost of the Service Provider whom the order is placed.

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2. If the Service Provider violates any of the terms and conditions or commits any fault or the services are not to the entire satisfaction of the Income Tax Department, a penalty leading to deduction up to 5% of the respective bill amount.

#### **VIII. Termination of contract:**

The contract can be terminated by either party by giving 3 months (90 days) notice. In the event of breach of any of the terms and conditions confined in this contract and or failure in rendering satisfactory services, the contract can be terminated by giving one month notice by either party.

#### **IX. Legal**

1. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of various labour legislations, for the workers so deployed at the Income Tax Department. The Service Provider shall alone be responsible for the redressal of grievances/ resolving of disputes relating to workers deployed. The Income Tax Department, shall in no way, be responsible for any damages, losses, financial or other injury claims to any workers deployed by the Service Provider in the course of their performing the functions and duties, or for payment towards any compensation.

2. The workers deployed by the selected Service Provider shall not have any claims of master and servant relationship vis-à-vis the Income Tax Department nor have any principal and agent relationship with or against the Income Tax Department. Deployed workers shall not be treated or considered as employees of the Department under any circumstances.

4. On all matters pertaining to this tender and with regard to interpretation of the terms & conditions and the agreement, the decision of the Income Tax Department shall be final and binding. The arbitration proceedings shall be conducted only in Patna and the language of arbitration shall be in Hindi/English and the Court of Patna shall have exclusive jurisdiction.

#### **X. Other terms and conditions:**

1. The Service Provider shall submit duly signed bid security declaration form accepting that in case of withdrawal or modification of the bids during the period of validity, or if they are awarded the contract and fail to sign the contract or to submit a performance security deposit before the deadline defined in the bids, they may be disqualified from bidding for any contract with Income Tax Department for a period of one year from the date of notification.

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2. The Service Provider shall be required to maintain attendance register / attendance roll in the Income Tax Guest House, Pratibha Bhawan, Patliputra, Patna which will be open for inspection and checking by the authorized officers of the Income Tax Department.

3. Selected Service provider shall issue identity cards to the individuals so deployed, bearing their photographs/ identifications etc. and the workers shall wear their identity cards at the time of duty.

4. The Income Tax Department is not liable to provide accommodation, transport, food, medical and any other requirement for the workers deployed by the Service Provider.

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08.01.25

