



भारत सरकार  
GOVERNMENT OF INDIA  
वित्त मंत्रालय  
MINISTRY OF FINANCE  
आयकर विभाग  
INCOME TAX DEPARTMENT

कार्यालय अपर आयकर आयुक्त, टी0 डी0 एस0 रेंज, आयकर भवन, कमरा न. 212, द्वितीय मंजिल, सैक्टर-2, पंचकुला  
Office of the Addl. Commissioner of Income Tax, TDS Range, Room No. 212,  
2nd Floor, Sector-2, Panchkula (134109),

Phone No. 0172-2581565 Fax No. 0172-2582565 **E-mail ID-** panchkula.tds@gmail.com

No. Addl. CIT (TDS)/PKL/2021-22/1542

Dated: .12.2021

To

The Pr. Chief Commissioner of Income Tax,  
Aaykar Bhawan, Sector-17-E  
NWR, Chandigarh.

Sir,

**Sub:-** Uploading of Tender notice for Storage, Proper Management and Easy Retrieval (Whenever Required) Of Records/Files for the O/o Commissioner of Income Tax(TDS)-2, Chandigarh-Regarding

Kindly refer to above mentioned subject.

2. In this connection, I have been directed to state that this office process to invite quotations/tender for Storage, Proper Management and Easy Retrieval (Whenever Required) Of Records/Files of Commissioner of Income Tax (TDS - 2), Aaykar Bhawan, 2nd Floor, Sector-2, Panchkula. And as these service facilities are not available on the GeM Portal. As per guidelines of our department it is necessary to upload the same to the web-site of CBDT NWR, Chandigarh. It is therefore, requested to kindly upload this notice and its enclosures as early as possible.

(Tashi Norbu Upasak)

AO cum Member secretary to the  
Purchase/tender Committee for O/o CIT  
(TDS)-2, Chandigarh



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Phone No. 0172-2581565 Fax No. 0172-2582565 **E-mail ID-** panchkula.tds@gmail.com

No. Addl. CIT (TDS)/PKL/2021-22/ 1543

Dated: .12.2021

## PUBLIC NOTICE

Quotations are invited for Storage, Proper Management and Easy Retrieval (Whenever Required) Of Records/Files for the O/o Commissioner of Income Tax(TDS)-2, Chandigarh .

2. Interested parties are requested to send their quotation (in sealed envelope) to the Addl. Commissioner of Income Tax-cum-Chairperson, Aayakar Bhawan, 2nd Floor, Sector-2, Panchkula. The quotations received by the prescribed time by 31.12.2021 at 10.00 A.M & will be opened on 03.01.2022 at 4.00 P.M. The Additional Commissioner of Income Tax-cum-Chairperson reserves the right to accept or reject any or all tenders/quotations without assigning any reason thereof. Description of items in this regard are enclosed as Annexure-A and items and conditions as Annexure-B.

3. The interested parties can also download the tender notice from <http://www.incometaxchandigarh.org/> website.

(Tashi Norbu Upasak)

AO cum Member secretary to the  
Purchase/tender Committee for O/o CIT  
(TDS)-2, Chandigarh

Copy to: Notice board & webmaster <http://www.incometaxchandigarh.org/> to upload in website.

**Form-10**

**Scope of work**

Sr.No.	Items/Service nomenclature	Cost/Rate	
	<b>One time cost including Indexing, Boxing, Creation of database, loading/unloading at transportation</b>		
1.1	Per Cubic Foot level		
1.2	Per file barcode charges		
	<b>Monthly maintenance charges per month or any part thereof</b>		
2.1	Per Cubic Foot level		
2.2	Minimum charges per month per invoice		
2.3	Physical retrieval charges - local		
	<b>Retrieval (Physical Files)- Local Next Day Service - Before end of next working day</b>		
3.1	Per box:		
3.1.1	Per File:		
3.1.2	Minimum charges		
3.1.3			
	<b>Retrieval (Physical files) Same Day Service - All requests upto 12 noon only</b>		
3.2	Per Box:		
3.2.1	Per File:		
3.2.2	Minimum Charges		
3.2.3			
	<b>Refiling Charges or Replacement of retrieved files</b>		
4.	Per box:		
4.1	Per File:		
4.2	Minimum charges		
4.3			
	<b>Reference/Audit Facility (at archive center)</b>		
5.	Per Box:		
5.1	Per File:		
5.2	Minimum charges		
5.3			
	<b>Xerox facility</b>		
6			
	<b>Permanent Retrieval Charges</b>		
7.	Per Box		
7.1	Per File		
7.2			

7.3	Minimum billing charges per operation, if any		
8.1	Document Insertion Charges		
8.2	Minimum Charges Per Operation		
9	Photocopy charges		
10	Destruction Charges		
10.1	Per Box		
10.2	Minimum Per Operation		
11.	Replacement of boxes, if required, will be at		
	Document scanning (per page)	At ST Premises	At Ware-house
	A4 & legal Pages		
	A3 Pages		
12.	Larger than A3 Page		
13.	Indexing charges (Pre field)		
14.	CD/DVD Charges (per CD/DVD) including delivery		
15.	Pricing escalation Annually		
16.	Carton Size(In Cubic Feet)		

Please note:	<ol style="list-style-type: none"> <li>1. No fees for food charges will be paid by the department.</li> <li>2. The agreement to provide record management service will be in effect for a minimum period of 12 months. Rollover will, however, be applicable based on mutual understanding.</li> </ol>
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		At ST Premises	At Ware-house

Please note:	<ol style="list-style-type: none"> <li>1. No fees for food charges will be paid by the department.</li> <li>2. The agreement to provide record management service will be in effect for a minimum period of 12 months. Rollover will, however, be applicable based on mutual understanding.</li> </ol>
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## Annexure-"B'

### Terms & Conditions

#### Section-I

REQUEST FOR PROPOSAL (REP)

RECORD MANAGEMENT INTRODUCTION

The offices are in possession of assessment and other records pertaining to their assesseees and other administrative records, which are not subject to disclosure to third parties in view the legal provisions contained in section 138 of the income tax Act. The charge intends to outsource the activity of storing, and retrieval (Record Management) of non-current Records held as its Offices presently located in Aayakar Bhawan, 2nd Floor, Sector-2, Panchkula.

The purpose of RFP is to invite proposals from experienced Service Providers of repute and credentials for providing the facility of Centralized Records Storage Centers (Records Management) / within warehouse located in Chandigarh or nearby Chandigarh from where service may be offered in time Technical and Financial bids are invited from Service Providers on open tender basis, having Godowns/warehouses with infrastructure for meeting the operational, administrative and security needs of a Record Storage Centre (hereinafter referred to as RSC) within Chandigarh City.

The Service Providers should ensure safe and secure upkeep of the non-current record in good conditions in computerized system, retrieval of records in electronic form or supply of original records/ scanned copies, as and when demanded by any office. RSC should include e-mail, access control, CCTV, FAX/Scanning Machines, photocopiers, Racking System Software for tracking cartons/Documents using bar coding system, transportation and Manpower for lifting the identified non-current records for storing/retrieval.

#### PROPOSAL FORMAT AND SUBMISSION PROCEDURE

**Two Bid System** shall be strictly followed. Technical and Financial bids have to be submitted separately.

Joint bids will not be accepted by the Charge.

Each individual Service Provider/Service Providers has to necessarily fulfill the eligibility criteria stipulated and the terms of two bid system should be strictly adhered to. The Service Providers will have to go through three stages of process viz.

Stage-1 Technical Assessment based on eligibility criteria and document submitted.

Stage-2 Opening of the Financial Bid Service Providers have to qualify in Stage 1, to be eligible for consideration for stage- 2.

**The Proposal should be prepared in the following Two Envelopes:-**

S. No.	Item	Reference Form
	Envelope - A Technical Bid Documents Duty- Indexed	
1.	Cost of tender (DD of Rs. 5,00/-)	
2.	Earnest Money Deposit (DD of Rs. 50,000)	
3.	Incorporation of Company Certificate	
4.	Service Providers Proposal Letter	Form 1
5.	Service Providers Authorization Letter	Form 2
6.	The documents stabling Service Providers eligibility and qualification requirements	Form 3
7.	Self-Declaration Certificate as Required	Form 4
8.	Certificate of Conformity as Required	Form 5
9	Financial Information about the Service Provider	Form 6
10.	Record Storage Centre - Wise Information	Form 7
11	General & Technical Information	Form 8
12.	Any Other Technical Information	Not more than 5 pages
B	Envelope - B Financial Proposal	Form 9

Sealed envelope containing Technical bid should be super scribed "Technical Bid for Record Management" and envelope containing Financial Bid should be super scribed "Financial bid for Record Management". Both the envelops should be kept in one envelope super scribed on the top "Tender for Record Management" addressed to the Addl. Commissioner of Income Tax- Cum-Chairperson, TDS Range, Aayakar Bhawan, 2nd Floor, Sector-2, Panchkula indicating Service Providers address and contract details.

S. No.	Particular	Details
1.	Date of issued of Notice of Inviting Quotations	
2.	Last Date & Time for submissions of Bids	
3.	Date of Opening of Technical Bid	
4.	Date of Opening of Financial Bid	Financial bids shall be opened after evaluation of Technical Bids.

S. No.	Particular	Details
1.	Date of issued of Notice of Inviting Quotations	
2.	Last Date & Time for submissions of Bids	
3.	Date of Opening of Technical Bid	
4.	Date of Opening of Financial Bid	Financial bids shall be opened after evaluation of Technical Bids.

## Section-II

### 1. SCOPE OF WORK:

#### 1.1 COLLECTION OF RECORDS:

The "Service Provider" will visit regularly to the concerned office for collection of records/documents in physical form i.e. files and folders etc for storage at record storage facility in a time bound programme which will be decided mutually. The requirement includes the packing of files/folders/documents inside the cartons/boxes. Indexing of contents, bar-coding of files/folders/cartons, sealing of the cartons/boxes and all other works or process necessary in this connection. The "Service Provider" shall carry out collection on specific instructions of the authorized person i.e. "Charge". Persons authorized to issue requests in respect of the scope of work shall be from the **Commissioner of Income Tax TDS - 2**. The "Service Provider" shall follow the instructions of the only authorized persons in respect of the work after getting such instructions officially in written form only.

#### 1.2 CATALOGUING:

The "Service Provider" will arrange and catalogue the records and prepare inventory using bar code technology. Bar codes are to be securely fixed on each file/folder/carton to prevent any loss during transportation/storage or removal/retrieval. Acknowledgments of the records giving the number of cartons/container along description and number of files/folder etc. In each box/container are to be given to the concerned office at the time of pickup. Thereafter, the Service Provider shall give the soft copy and hard copy of list of inventory. Bar coding should be tampered/water-proof.

#### 1.3 TRANSPORTATION :

The "Service Provider" will arrange lifting of non-current records, as provided by the Charge from the office premises by their own transport facility for storage at RSC. The Service Provider must comply with the local traffic, health, safety and other legislative requirements during transport.



#### 4.4 STORAGE:

The "Service Provider" will provide RSC satisfying the following minimum requirements on shared basis for the Charge.

- The building/structures for storage facility should be a permanent construction preferable on a three feet plinth with RCC/Strong and Corrosion Resistance modern metal roofing, specially designed to protect the records from fire, flood, theft, dust and having proper drainage provision. In case of any calamity, a disaster management team should be readily available with the "Service Party" at the storage facility to safeguard the records.
- No leakage from water pipes sprinklers, mechanical installations, roots, drains, or any other source of water ingress.
- Storage facilities must be locked and guarded 24 x 7. No unauthorized personnel shall be allowed access to the records at any time. Access be controlled by card based/bio metrics electronic access control system and a record kept on register of personnel and material entering and leaving the secured area.
- CCTV monitoring of the storage area with recording for minimum two months is essential.
- Fire protection system to include Fire alarm system, Fire Extinguishers, including modular extinguishers, in accordance with relevant local standards should exist. The Service Provider's staff should be adequately trained in handling fire equipment's.
- "Service Provider" must confirm that pest, rodent control and termite treatments are carried out regularly in the storage space for a pest free environment.
- The Building for storage must be constructed in accordance with local relevant legislation. "Service Provider" is required to demonstrate/provide evidence of legal ownership or lease of the storage facility with approved site/building plan.

- The "service provider" should have E.S.I.C., P.F. registration and hold labour License. Photocopies of valid registrations and license should be furnished with the Tender.
- The Storage carton must be dust resistant with flaps or a lid forming a seal against airborne particles as per following specifications.

Carton Design: 5 ply die-cut bottom minimum size 42 cms X 32.5 cm X 26 cms with corresponding 3 ply die cut top lid with tuck - in on the top of the width sides. Board properties. Top minimum 180 GSM 24BF paper and rest 140 GSM 20BF>

- The "Service Provider" is required to operate the facility of storage of records in accordance with local legislative requirement in respect of health and safety legislation, employment law, fire safety law, relevant building codes.
- The charges representatives reserve the right to inspect the Record Storage Facility to confirm the compliance at any time.
- Service Provider must have a disaster Management team at the storage facility.

### 1.5 RETRIEVAL OF RECORDS:

"The Service Provider" undertakes to retrieve and deliver the requested cartons, files, vouchers, ledgers, registers and any other records (files/folders/cartons etc.) within the below specified agreed Turn-Around-Time (TAT) upon the receipt of a writer request in the form of faxes written/e-mail and letter from the designated authorized person of this office/ Charge. Record Management Agency will provide web based secure platform (intranet) along with the unique user name and password for placing the retrieval order to the authorized persons of this office. After placing the retrieval order, "authorized persons of this office/Charge," shall receive immediate acknowledgement for the same. Retrieval shall mean delivery of the specified records to the authorized person of this office/Charge only.

In case of emergency or any other eventuality, files/records may have to be retrieved on Saturday/Sunday or on a public holiday also.

## 2. TURN-AROUND-TIME (TAT):

Nature of Retrievals	Agreed Turn Around Time (TAT)
Normal Retrieval	<ul style="list-style-type: none"><li>All requests by Fax/E-mail received by 4:00 PM should be delivered by 5:00 PM of the next working day to local branches/courier. (24 working TAT).</li></ul>
Urgent Retrieval	<ul style="list-style-type: none"><li>All requests by Fax/E-mail received by 12:00 Noon should be delivered by 5:30 PM on the same day to local branches/courier. (A maximum request files will be entertained at one time. For request over &amp; above this, the delivery will be on best effort basis.</li></ul>
Bulk I Project Retrievals	<ul style="list-style-type: none"><li>As communicated by the Charges at the time of assigning the task (with mutual consent)</li></ul>

## 3. REPORTS:

The "Service Provider" is required to provide the office wise reports as per the Charge's requirement and periodicity to the designated offices.

- Total number and details of the cartons with size containing records of the office being stored at RSC.
- Total number and details of the office's cartons retrieved (delivered) during a period.
- Total number and details of the office's carton returned by the office.

## 4. CONFIDENTIALLY AND DISCLOSURE

The Service Provider must ensure that the records are at all times in its possession shall be kept in sealed cartons and the Service Provider or any other person shall not have any access to the records inside the sealed box. Disclosure of such records to third party is subject to prohibitions u/s 138 of the Income Tax Act in mentioned "If there is any violation of this clause, a penalty of Rs. 10% of per violation will be levied on monthly invoice and annually shall be limited to 20% of revenue received by Service Provider in preceding year" and also by

decisions of the Supreme Court, even under the Right to Information Act, 2005. The Service Provider shall take all the responsible and necessary steps to ensure that the records in its possession remain in sealed cartons at all times, once these are handed over to it. Any breach in this regard shall constitute a valid ground for termination of contract forthwith and forfeiture of Initial Security deposit. An undertaking to this effect should be given in Form-5.

**5. ON-LINE ACCESS:**

The "Service Provider" software should be capable of providing on line web based secure platform (intranet) along with the unique username and password for making request for retrieval of documents through this system.

**6. IMPROVEMENTS IN PROCESSES:**

The "Charge" will be open to any up gradation/improvement in the system/processes which will contribute to better Records Management at its sole discretion.

**7. MIGRATION OF CHARGE'S RECORD MANAGEMENT DATA:**

The Charge plans to use the Record Management System (RMS) system available with "Service Provider". However, in case "Charge" intends to use its own Record Management System (RMS) system in future, the "Service Provider" should provide necessary data to facilitate such migration.

**10. HANDING BACK OF RECORD AFTER TERMINATION:**

Upon completion of the term of the contract or in the event of termination of contract by the "Charge", the "Service Provider" shall hand over all the sealed Cartons in its possession along with all inventory report back to the authorized person as directed by "Charge" within 7 days of such discretion.

**11. GOVERNING RULES AND DISPUTES:**

- The "Service Provider" should adhere to the provisions of all laws in every respect.
- If in the opinion of the Charge, the "Service Provider" services are not satisfactory in any respect, the Charge may withhold the payment due to "Service Provider" and henceforth cancel the contract by giving 30 days prior notice.

- Whenever need arises, the Charge may seek the services of another vendor, consequently terminate the agreement in force by giving 30 days prior notice and may also avail the services of third party in addition to services of "Service Provider".
- The random check will be conducted to inspect the services offered by the "Service Provider" and consequently any decision in this regard will be binding on the agency/"Service Provider".
- In the event of any exigencies, the department/Charge shall have the discretion to ask for increase/decrease in number of files for record management by the "Service Provider" as per the rates agreed ab initio.
- Commissioner of Income Tax TDS -2, Chandigarh reserves the right to withdraw/relax the terms and conditions mentioned in the agreement at any stage.
- The "Service Provider" and their representative, agents, officials/officers, advisors etc. shall observe the highest standard of ethics during the period of agreement. This office will terminate the contract/agreement on immediate basis, if it determines that the "Service Provider" has directly or indirectly or through an agent, engaged in corrupt and fraudulent practice during the period of contract/agreement.
- In the event of any question, disputes or differences arising between the two parties relating to the interpretation and application of provisions of this agreement such disputes or differences shall be resolved amicably by the mutual consultations and on failure to do so the same shall be referred for arbitration to the nominees of the **Commissioner of Income Tax TDS - 2, Chandigarh**. The decision of Arbitrator/Committee in this regard shall be final and binding upon both the parties.
- Settlement of disputes will be as per the existing applicable legal provisions and venue will be the office of the **Commissioner of Income Tax TDS - 2, Chandigarh** and the person to adjudicate any disputes arising out the proposed agreement shall be nominated by the **Commissioner of Income Tax TDS - 2, Chandigarh** and he/she shall not be person below the rank of Addl./Joint Commissioner of Income Tax.
- The parties shall continue to perform their obligation under this agreement during arbitration proceedings.

## 12. TECHNICAL QUALIFICATION CRITERIA (MANDATORY)

Each Service Provider should meet all of the following qualification criteria in their Technical Bid so as to get eligible further evaluation.

1. The Service Provider may be a Government Organization/PSU /PSE/Private/Public Limited Indian Company under Indian Laws. The Service Provider shall submit the Certificate of Incorporation along with the Technical Bid in respect of this requirement.
2. The Service Provider should have minimum 3 years of experience in India of storing and managing from at least Three establishments out of which Two should be from Government Office/ Public Sector Scheduled I Banks/PSUs (Form 3) excluding Pilot Projects.
3. Service Provider should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority. A self-declaration Certificate should be enclosed (Form 4).
4. There should have been no damage to records at any facility due to fire (Form 4).
5. In the last three Financial Years, the Service Provider should have achieved minimum average annual financial turnover of minimum Rs.20 crores from their records storage service rendered. The Service Providers shall submit audited annual account of all three years in respect of this requirement (Form 6)
6. The Service Provider should have space for exclusively for storing records, located in Chandigarh (Form 7) 40 KM nearby Chandigarh. And facility should be operated since 3 years. Title of space acquired by the Service Provider should be legally managed by Service Provider only. Subcontracting the work is not permitted.
7. Title of space should be clear, and it should be free from any encumbrances. Service Provider should certify that all legal & technical formalities are completed for this storage space (Refer Form 7).

8. The Service Provider should have E.S.I.C., P.F. registration and photocopies of valid registrations and license should be furnished with the Technical Bid.
9. Service Provider whenever required by/ the Charge. Photocopies of valid registrations and license should be furnished with the Technical Bid.
10. Storage areas should be insured against fire, flood, cyclone and other natural calamity besides theft, burglary etc. and the Service Provider will bear the cost of such insurance. Photocopies of valid insurance should be furnished with the Technical Bid.
11. The Service Provider must have ISO 9001 and ISO 27001:2005 certification for data security in Service Provider's name. (Copies to be enclosed).

## **12. BID EARNEST MONEY (REFUNDABLE)**

Service Provider have to submit the bid earnest (EMD) of Rs. 50,000/- (Rupees Fifty Thousand Only), refundable, in the form of Demand Draft favoring DDO, Commissioner of Income Tax(TDS)-2, Chandigarh, payable at Chandigarh. This EMD will be released to successful Service Provider after award of contract and execution of the agreement.

## **13. FORFEITURE OF EARNESH MONEY**

The EMD will be forfeited on account of one or more of the following reasons:

- (a) The Service Provider withdraws or modifies the offer after opening of bid but before acceptance of bid.
- (b) When the Service Provider does not execute the agreement if any, prescribed within the specified time.
- (c) When the Service Provider does not deposit the security money after the work order is given/.
- (d) When the Service Provider fails to commence the work as per work order within the time prescribed. In case of un-successful Service Provider, EMD will be released after completion of tendering process.

#### **14. DEADLINE FOR SUBMISSION OF BIDS**

The Charge should receive the notice for inviting quotations as per schedule. The Charge, may at its discretion extend the deadline for submission of bids due to any administrative or operation exigencies.

#### **15. MODIFICATION AND WITHDRAWAL OF BIDS**

Bids once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained. No Service Provider shall be allowed to withdraw the bid after the deadline for submission of bids. In case of the successful Service Provider, he will not be allowed to withdraw/back out from the bid commitments the bid earnest money in such eventually shall be forfeited and all interests/claims of such Service Provider shall be deemed as foreclosed.

#### **16. BID OPENING AND EVALUATION**

The Charge shall open the bids, in the presence of Service Provider's Representative who choose to attend, at the time and date mentioned in bid document at the address mentioned.

#### **17. PRELIMINARY EXAMINATION**

The Charge shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether documents have been properly signed, and whether bids are generally in order.

The Charge will reject to bid determined as not substantially responsive.

The Charge may waive any minor non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any Service Provider.



Any effort by Service Provider to influence the Charge in the Service Provider's bid evaluation, bid comparison or contract award decision may result in the rejection of the Service Provider's bid.

Charge's decision will be final and without prejudice and will be binding on all parties.

**18. RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BID**

The Charge reserves the right to accept or reject any bid and annual 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 the Charge action.

**19. SIGNING OF CONTRACT**

The successful Service Provider(s) shall be required to enter into a contract with the Charge, within such period as may be specified by the Charge. The Contract papers shall be finalized in discussion with successful Service Provider with regard to the terms and conditions and other relevant clauses, which shall be mostly in line with tender criteria, terms and condition of the tender document. The Contract will be valid for Five Year unless terminated by the Charge before that date after one-month notice. The contract could also be renewed for further terms with mutual consent.

**20. GOVERNING LAW AND DISPUTES (APPLICABLE IN CASE OF SUCESSFUL SERVICE PROVIDER)**

All dispute or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settle amicably if, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/s shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of Courts.

The Service Provider shall continue work under the contract during the arbitration proceeding unless otherwise directed in writing by the Charge or unless the matter in such that the work cannot possibly by continued until the decision of the arbitrator or the umpire, as the case may be obtained. The venue of the arbitration shall be jurisdictional Courts.

## 21. ASSIGNMENT & SUB LETTING:

The "Service Provider" shall not assign/sublet, in whole or in part, its obligations to perform under the contract, except with Charge's prior written consent.

## 22. TECHNICAL BID EVALUATION CRITERIA

The Charge shall constitute a purchase committee, which shall carry out all the entire evaluation process. The PC would evaluate on the basis of documents submitted by the Service Providers as to whether their technical proposals fully meet the parameters given above.

## 23. EVALUTION CRITERIA

Only the Service Providers who meet the technical evaluation parameters will qualify for the financial evaluation process. The Financial proposals of technically shortlisted Service Providers will be opened. The Service Provider whose bid has been determined as the lowest final financial quote (i.e. L1) shall be awarded the project.

## 24. CONSIDERATION:

The consideration in lieu of "Service Provider" shall strictly be as per the price quoted by the "Service Provider" in the quotation. The price quoted in quotation was inclusive of all taxes but exclusive of service tax. The prices as accepted are:-

## 25. PAYMENT TERMS:

- Payment will be released on monthly basis after successful collection, transportation, storage, retrieval (when required) of physical records as per certification by the authorized person of the concerned office. The "Service Provider" shall raise a monthly invoice along with the annexure having details of charges for the period of invoice addressed to the **Commissioner of Income Tax TDS - 2, Chandigarh** at the rates quoted in your quotation on unit basis and payment will be done only after due verification of the bills by the authorized person of concerned section, whose records are being maintained by the "Service Provider".

- The "Service Provider" shall be responsible for compliance of all statutory provisions relating to GST and any other law/taxes/rules etc. governing the matters/issues etc.
- The prices should be exclusive of taxes but inclusive of maintenance, transportation, indexing, inventorying and packing etc.

## **26. INTIAL SECURITY DEPOSIT**

The successful Service Provider should deposit Bank Guarantee equivalent to 5% of the estimated total fixed cost plus annual recurring cost subject to minimum bank guarantee of Rs. 15,000/-. This will be reviewed annually, and Bank guarantee amount will be decided accordingly.

## **27. COST OF BIDDING**

The Service Provider shall bear all the costs associated with the preparation and submission of its bid, and the Tendering Authority in no case, will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

## **28. BIDDING DOCUMENT**

The Service Provider is expected to examine all the instructions, forms, terms and specifications in the bidding documents. The bidding documents submitted should be unambiguous, legible and without any strike through/corrections. Failure to furnish all the information required by the bidding documents or submission of a bid not substantive responsive to the bidding document in every respect will at the Service Providers risk and may result in rejection of the bid.

## **28. CORRECTION ON ERRORS**

Financial bids to be determined to be substantially responsive will be checked by the Bidding Authority / Bid Evaluation committee for any errors. If there is any discrepancy between the quoted rates in figures and the quoted rates in words, the rate in words will take precedence. Arithmetic errors will be rectified on the following basis.

The amount stated in the Financial bid (Form 10) will be adjusted by the bidding authority in accordance with the above-mentioned point for the correction of the errors and, shall be considered as binding upon the Service Provider. If the Service Provider does not accept the corrected amount of the bid, the bid will be rejected and the EMD will be forfeited.

## **29. AMENDMENT OF THE BIDDING DOCUMENTS**

- (a) At any time prior to the deadline for submission of the bid, the Tendering Authority may, for any reason whether on its own initiative or in response to the clarification requested by a prospective Service Provider, modify, change, incorporate or delete certain conditions in the bidding conditions.
- (b) All amendments will be hosted on our website and shall be binding on all the Service Providers.
- (c) In order to allow prospective Service-Providers reasonable time to take into consideration the amendments while preparing their bid the Tendering Authority, as its discretion, may extend the deadline for the submission of the bids.

## **30. AUDIT:**

The Service Provider will maintain an audit trail of all relevant events and actions performed including.

- Records added per day/week/fortnight/month.
- Records edited/updated/deleted per day/week/fortnight/month
- Failed Transaction or unauthorized access or disapproved records etc.
- Tracking the physical movement of the documents collected from the source to the final destination point.
- Based on these audit trails, Service Provider is expected to provide extension options to retrieve statistics and generate charts and reports.
- Service Provider will prevent audit trail record from being modified or deleted by any person and users will have full access to their own audit

trail. It will be clearly communicated to all administrative users who have access to the audit trails, under which circumstances these trails are viewed and used. Access to an audit trail will require approval of the Charge.

- Authorized representatives of "Charge" shall have the right, at reasonable time and prior notice to inspect/examine the stored material at the premises of the "Service Provider".

### 31. PENALTIES:

Turn-Around-Time(TAT) to be maintained at all the time else will attract a penalty as mentioned below:-

#### Ordinary Retrievals

Application Condition	Applicable Penalty
95% of total retrievals in a month as per TAT	Nil
Less than 95% of total retrievals in a month as per TAT	10% of the retrievals billing of the month

#### Urgent Retrievals

Application Condition	Applicable Penalty
Retrievals which are not adhered to in 1 day TAT- will be considered as ordinary retrievals	As above

- If there were any failure to deliver files/records as per agreed Turn Around Time (TAT), there will be penalty of Rs.500/- per day.

- Damage of any kind will be sole responsibility of the "Service Provider" and the "Service Provider" will be liable for legal action in the court of law by the Charge.

- The "Service Provider" shall be liable for damage, loss incurred due to the misconduct, non-performance, breach of duties, negligence,

fraud or omission on the part of the "Service Provider" as per agreement.

- It is expected from the "Service Provider" that it shall pay all rent, taxes, other outgoings in respect of its premises so as to keep it free from any distress, attachment, Court's order.
- However, in case of unforeseen circumstances which are beyond control, "Service Provider" will not be penalized for any delivery commitments.

### **32. LIQUIDATED DAMAGES:**

In case the "Service Provider" in any case failed to provide services as per requirement of the charge shall without prejudice to its other remedies under the contract forfeit the initial Security Deposit either in part or full. The Addl. Commissioner of Income-cum-chairperson Aayakar Bhawan, Aayakar Bhawan, 2nd Floor, Sector-2, Panchkula will be final authority to ascertain the veracity of any reason provided by the Service Provider.

Notwithstanding the provision of contract, the Service Provider shall not be liable for forfeiture of its initial security Deposit or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

### **33. FORCE MAJEURE:**

The "Service Provider" shall not be liable for forfeiture of its performance security, penalty, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is result of an event of Force Majeure. For the purposes of this clause 'Force Majeure' means an event beyond the control of their service provider and may include but not restricted to act of Government(s), restrictions by local/Municipal/state/control governments, wars and revolutions, civil disobedience, terrorist activities, general strikes, bunds, civil war, court orders, fires, floods, lightning, earthquakes, riots, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the "Service Provider" shall promptly notify the Charge in writing of such condition and the cause thereof.

### **34. COMPLIANCE WITH LAW:**

The "Service Provider" shall duty comply with all Acts, law including Contract Labor (Regulation & Abolition) Act, 1970, the P.F. Act, ESI Act or other statutory

rules, regulations, bye-laws as applicable or which might be applicable. Effect of this term of the agreement is also to indemnify the Charge towards any liability arising from non-compliance of applicable law.

**35. PRICE AND VALIDITY:**

All the prices mentioned in our proposals should be in accordance with terms as specified in bidding documents. All the prices and other terms and conditions of this proposals are valid for a period of 180 calendar days from the date of opening of the Bids.

**SECTION-I**

**BID FORMATS**

**Form 1- Service Provider's Proposal Letter**

**(Letter to be submitted by the Service Provider on Service Provider's Company's Letter Head)**

To,

The Addl. Commissioner of Income Tax (TDS)-Cum  
Chairperson Purchase committee,  
TDS Range, Aayakar Bhawan,  
2nd Floor, Sector-2, Panchkula

Sir/Madam,

Subject:- Our Bids for Records Management

Tender Reference No: \_\_\_\_\_

Name of Tender/Work: \_\_\_\_\_

1. I/We submit our bid document herewith. If our bid for the above job is accepted. We undertake to enter into and execute at our cost. When called upon by the Charge to do so, a contract/agreement.
2. I/We understand that if our bid is accepted, we are to be jointly and severally responsible for the execution of the contract.
3. I/We understand that the charge is not bound to accept the lowest or any bid received, and the Charge may reject all or any bid.
4. I/We have read and understood the terms and conditions in the tender document including the process of technical short-listing.
5. I/We certify that the details provided about the firm and the documents enclosed are correct and we are liable to be disqualified in case any information contained therein are found to be false at any state of the tender process.

Your Sincerely

Name & signature with stamp (if any) of Bidder.



**SECTION-I**

**BID FORMATS**

**Form 2- Service Provider's Authorization Certificate**

To,

The Addl. Commissioner of Income Tax (TDS)-Cum  
Chairperson Purchase committee,  
TDS Range, Aayakar Bhawan,  
2nd Floor, Sector-2, Panchkula

Sir/Madam,

<Service Provider's Name>: \_\_\_\_\_

<Designation>: \_\_\_\_\_ is hereby authorized to sign documents on behalf of the Company in dealing with Notice for inviting quotations of reference <Notice for inviting quotations No. & Date> \_\_\_\_\_. He is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said tender.

Thanking you

Authorized Signatory

Sir/Madam,

\_\_\_\_\_  
<Company Name>

Seal

**Form 3- Work Experience Certificate**

Name of the Firm \_\_\_\_\_

S.No.	Name of the Govt. Offices/nationalized/Scheduled Banks/PSU for whom the Service Providing is providing Record Storage Service	Start Date	Valid Till	No. of year served	Current volume of records stored (in Cft.)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
	<b>Total</b>				

Service Provider should produce copies of valid agreements as documentary evidence for above mentioned information.

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature of the Service Provider \_\_\_\_\_

**Form 4- Self Declaration**

Ref:

Date\_\_\_\_\_

To,

The Addl. Commissioner of Income Tax (TDS)-Cum  
Chairperson Purchase committee,  
TDS Range, Aayakar Bhawan,  
2nd Floor, Sector-2, Panchkula

In response to the tender No. \_\_\_\_\_ Dated \_\_\_\_\_ as  
owner/Partner/Director of \_\_\_\_\_/we hereby declare that our Agency  
\_\_\_\_\_ is having unblemished past record and was not declared ineligible for corrupt  
& fraudulent practices either indefinitely or for a particular period of time.

I/we further declare that there have been no damage to records at any our facility due to  
FIRE.

Name of the Service Provider \_\_\_\_\_

Signature \_\_\_\_\_

Seal of the Company \_\_\_\_\_

**Form 5- Certificate of Conformity**

Ref:

Date \_\_\_\_\_

To,

The Addl. Commissioner of Income Tax (TDS)-Cum  
Chairperson Purchase committee,  
TDS Range, Aayakar Bhawan,  
2nd Floor, Sector-2, Panchkula

**CERTIFICATE**

This is to certify that the services for Record Storage and Management System Which I shall Provide if I am awarded with the work, are in conformity with the Scope of Work in the Tender document. I also certify that the price I have quoted per unit cost basis is inclusive of all the cost factors involved in the execution of the project, to meet the desired standards set out in the conditions of the contract.

I/we understand the importance of "confidentially and disclosure" clause and undertake that I will abide by the same without any reservations.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal of the Company \_\_\_\_\_

## Form 6- Financial Details as per Audited Accounts

Name of the Firm \_\_\_\_\_

Year s	F.Y 2018-19		F.Y 2019-20		F.Y 2020-21		Average Turnover	
	Total	From Record Storage Services	Total	From Record Storage Services	Total	From Record Storage Services	Total	From Record Storage Services
1.								
2.								

**Note**

1. The Service Provider should submit copies of Audited Statements.
2. The Service Provider should submit a certificate from their Chartered Accountant confirming the annual turnover from records storage services mentioned.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal \_\_\_\_\_


This form is to be filled by the Service Provider and submitted to the Registrar of Companies along with the Audited Accounts of the Service Provider for the financial year ending on 31st March 2021.

The Service Provider should submit a certificate from their Chartered Accountant confirming the annual turnover from records storage services mentioned.

The Service Provider should submit copies of Audited Statements.

**Form 7- Records Storage Centre-Wise Information**

Name \_\_\_\_\_

Address of Records Storage Centre \_\_\_\_\_

Owned/Leased Premises \_\_\_\_\_

Record Storage Area in Sq Ft \_\_\_\_\_

Records Storage Centre-Building Availability of the Following	Mark Y/N in all the boxes below
Permanent Construction (Wall & Flooring)- Brick Work	
RCC/Strong Corrosion Resistance Modern Metal Roofing	
Training Staff	
24X7 Security Guards	
Biometric Access Control	
Fire Fighting Equipment	
Fire Alarm system - Detectors	
CCTV with 1 minimum weeks recording	
Pest Control and Rodent Control	

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal \_\_\_\_\_

**Note: Service Provider should submit copy of lease/ownership document and recent tax receipt**

### Form 8- General & Technical Information

Name of the Service Provider \_\_\_\_\_

DOCUMENT FOR TECHNICAL EVALUATION			
S No.		Mark Y/N only in one boxe below	Reference document
1.	Certification of Incorporation		Copy
2.	Experience of at least 3 years in storing and managing physical records in Govt. Officers/Income Tax/PSU/Nationalized/Schedule Bank of India		Form - 3
3.	The Service Provider should have aggregate space of at approx. 10,000sq. feet exclusively for storing Records located in Chandigarh or Nearby Chandigarh		
4.	Average annual financial turnover in the last three financial Year's i.e. 2018-19. 2019-20 and 2020-21 from records storage services rendered minimum Rs. 20 Crores		
5.	Self- declaration for corrupt and fraudulent practise		Form - 4
6.	Self-declaration that no past damage due to file		Form - 4
7.	A certificate regarding compliance of required storage facility		Form - 7
8.			
9.	Valid insurance policy, labour License and Shop and Establishment License		Copy
10.	ISO 9001 and ISO; 27001 in the name of the Service Provider		Form - 5
11.	Undertaking to abide by the confidentiality and disclosure		
SYSTEM INFORMATION			
	Comprehensive Records Management Software with the Source code of the software		
	Records data on SQL/RDBMS Database in House IT Server setup with firewall		
	Online Access		

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal \_\_\_\_\_

## Form 9- FINANCIAL BID FORMAT

Price schedule for the proposed Record Storage and Management System:

The Service Provider should quote prices as per following schedule (Amount in Rs.)

S No.	Name of the Item	Rate
1.	<b>Initial Fixed operational cost (per carton):</b> Collection of non-current record from the offices, arranging segregation, bar coding, date entry into a system, transpiration cost including labour charges, packing charges and onetime cost of carton as per size and quantity (specified)	Rate per CFT
2.	Recurring Cost (per carton per month): Recurring cost includes storage charges including all maintenance charges viz. electricity, security, telephone, stationary, manpower, pest control etc. as mentioned in RFP	
3.	Cost of retrieval (per carton) <ul style="list-style-type: none"><li>• Ordinary retrieval within 24 hours to be delivered to Offices and recollecting as mentioned in RFP</li><li>• Emergency retrieval within 4 hours to be delivered to Offices and recollecting as mentioned in REP</li></ul>	
4.	Cost Retrieval (Per File) <ul style="list-style-type: none"><li>• Ordinary retrieval within 24 hours to be delivered to Offices and recollecting as mentioned in RFP</li><li>• Emergency retrieval within 4 hours to be delivered to Offices and recollecting as mentioned in REP</li></ul>	
5.	Pricing Of Escalation Annually	

### Note

- 4 The storage cartons must be dust resistant with flaps or a lip forming a seal against air borne particles as per following specifications.

**Carton design:-** size 42 cms X 32.5 cm X 26 cms with corresponding 3 ply die cut top lid with tuck - in on the top of the width sides. Board properties. Top minimum 180 GSM 24BF paper and rest 140 GSM 20BF.

- 5 Price quoted should be inclusive of all taxes of Service Tax.



6 All the above quantities are only for calculation of L1 Service Provider(s) and actual quantity may vary depending upon Charges actual requirement.

L1=Total Cost of (Items S.Nos. 1+3+4)+(Items at Sr. No.2X12 months)+ (Items at Sr.No.2XSr. No.5X5Years)

The above formula will be used only to decide L1 Service Provider. After award of the Contract the actual payments will be the Charge on pro data basis as per rates quoted by the Service Provider on unit basis.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal \_\_\_\_\_

6 All the above quantities are only for calculation of L1 Service Provider(s) and actual quantity may vary depending upon Charges actual requirement.

L1=Total Cost of (Items S.Nos. 1+3+4)+(Items at Sr. No.2X12 months)+ (Items at Sr.No.2XSr. No.5X5Years)

The above formula will be used only to decide L1 Service Provider. After award of the Contract the actual payments will be the Charge on pro data basis as per rates quoted by the Service Provider on unit basis.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal \_\_\_\_\_