

### OFFICE OF THE PRINCIPAL COMMISSIONER, CGST PUNE-I COMM'TE

प्रधानआयुक्तकाकार्यालय,सी.जी.एस.टी/केन्द्रीयकर,पुणे-।आयुक्तालय

# GST BHAVAN (ICE HOUSE), 41/A, SASSOON ROAD, PUNE - 411 001

जी.एस.टी. भवन, ४१/ए ,ससूनरोड ,पुणे - ४११००१

F. No. I/22-20/L&B/Records Management/22-23

Dated: 02-02-2023

#### TENDER NOTICE

SUB: INVITING QUOTATIONS FOR RECORD MANAGEMENT SYSTEM FORTHE RECORDS OF THE OFFICE OF THE PRINCIPAL COMMISSIONER OF CGST PUNE-I, PUNE.

The Office of the Principal Commissioner of CGST Pune-I, Pune invites Quotations under a two-bid System from experienced Service Providers of repute for providing the facility of Centralized Record Storage Centres (Record Management). Tender documents containing detailed terms and conditions and the performa for bidding may be downloaded from the website www.punecenexcise.gov.in . Tender forms duly filled in all respect should be uploaded on GEM portal digitally signed on or before 27-02-2023 at 2 PM.

The EMD(DD/PO) must be submitted in the office of the Deputy Commissioner, Land and Building Section of CGST, Pune-I situated at 2<sup>nd</sup> Floor, C- wing, GST Bhawan, 41/A, Sassoon Road, Pune-411001 on or before 27-02-2023 at 2 pm.

(Goldi Sharma)

Joint Commissioner of Central GST

Pune-I CGST Commissionerate

#### Page 1 of 27

#### SECTION-I: REQUEST FOR PROPOSAL (RFP)

### 1.1 RECORD MANAGEMENT INTRODUCTION

- 1.1.1 The Office of the Principal Commissioner Central Goods and Service Tax, Pune-I(referred to hereinafter as the Office) intends to outsource the activity of digitization, storing, retrieval and destruction of Records (Record Management) held at its office/record rooms presently situated at Pune/PCMC locations.
- 1.1.2 The purpose of this Request for Proposal (hereinafter referred as 'RFP') is to invite proposals from experienced Service Providers of repute for providing the facility of Centralized Records Storage Centres (Record Management) within 40 KM in <u>Pune/PCMC</u> from the GT Bhawan, 41/A, Sassoon Road, Pune 411 001.
- 1.1.3 Technical and Financial Bids are invited from Service Providers of repute (on an open tender basis) having Godowns/Warehouses with proper infrastructure for meeting the operational, administrative and security needs of a Record Storage Centre (hereinafter referred to as 'RSC').
- 1.1.4 The Service Providers shall ensure safe and secure upkeep of the records in good condition, in a computerized system, retrieval of records in electronic form or supply of original records/scanned copies as and when demanded by authorized person/officer of this Office. RSC should have e-mail, access control, CCTV, Fax/Scanning Machines, Photocopiers, Racking System, Software for tracking of Cartons/Documents using a Bar Coding system, Transportation and Manpower for lifting the identified records and other facilities for such storage/retrieval.

# 1.2 PROPOSAL FORMAT AND SUBMISSION PROCEDURE

- 1.2.1 Two Bid System shall be strictly followed. Technical and Financial Bids are required to be submitted separately.
- 1.2.2 Joint Bids will not be accepted by the Office.
- 1.2.3 Each Individual Service Provider has to necessarily fulfil the eligibility criteria details as stipulated here in and the terms of two bid system should be strictly adhered to. The interested Service Providers will have to go through the following stages of the process viz;

Stage-1 Technical Assessment based on eligibility criteria and documents submitted in Technical Bid. Stage-2 Opening of Financial Bid.

In order to be eligible for consideration for Stage 2, the Service Providers have to necessarily qualify in Stage 1.

#### Page 2 of 27

1.2.4 The proposal given in the section 3 of the RFP should be prepared and uploaded on GEM portal

digitally signed. Technical proposal and financial proposal should be uploaded separately: S. Item ReferenceForm No. Technical Bid Documents A Earnest Money Deposit (DD/PO for Rs. 10,000.) To be submitted physically to Deputy Commissioner, Land and Building Section of CGST, Pune-I situated at 2nd Floor, C- wing, GST Bhawan, 41/A, Sassoon Road, Pune-411001. Photocopy of Certificate of Incorporation of the Service To be uploaded along with technical proposal 3 Photocopy of E.S.I.C. Registration To be uploaded along with technical proposal 4 Photocopy of P.F Registration To be uploaded along with technical proposal Photocopy of lease/ownership agreement of 5 To be uploaded along with warehouse/facility technical proposal 6 Photocopy of Shops and Establishment Registration To be uploaded along with technical proposal 7 Photocopy of Insurance Policy for Storage Areas To be uploaded along with technical proposal 8 Photocopy of ISO 27001 Certificate To be uploaded along with Photocopy of ISO 9001 Certificate or equivalent technical proposal Q Photocopy of International certification/ affiliation/ To be uploaded along with membership from Professional Records and Information technical proposal Services Management (PRISM) 10 Bidder's Proposal Letter Form 1(To be uploaded along with technical proposal) 11 Bidder's Authorization Certificate Form2(To be uploaded along with technical proposal) The documents establishing Bidder's eligibility and 12 Form3(To be uploaded along qualification requirements with technical proposal) Self-Declaration certificate, as required 13 Form4(To be uploaded along with technical proposal) 14 Certificate of Conformity, as required Form5(To be uploaded along with technical proposal) 15 Financial information about the Bidder Form6(To be uploaded along with technical proposal) Information of each Records Storage Centre 16 Form7(To be uploaded along (where records of this Office are proposed to be stored) with technical proposal) 17 General & Technical Information Form8(To be uploaded along with technical proposal) B Financial Proposal Form 9 (To be uploaded

along with technical proposal)

1.2.6 Relevant dates for the purpose of this RFP are as follows:

	Bid Details					
S. No.	Particulars	Details				
1.	Date of issue of Tender Document	06-02-2023				
2.	Date&Time For submission of Bids	27-02-2023				
3.	Date&Time of Opening of Technical Bids	27-02-2023				
4.	Date & Time of Opening of Financial Bids	After evaluation of Technical Bids				
5.	Place of Opening of Bids	Office of Deputy Commissioner (L&B), Pune-I CGST Commissionerate,2 <sup>nd</sup> Floor, C -Wing, GST Bhawan,41/A, Sassoon Road, Pune-411001				
6.	Address of Communication/ Submission of Proposals	Office of Deputy Commissioner (L&B), Pune-I CGST Commissionerate,2 <sup>nd</sup> Floor, C -Wing, GST Bhawan,41/A, Sassoon Road, Pune-411001				
7.	Earnest Money Deposit	Rs.10,000/- in the form of Demand Draft drawn in the name of "Principal Commissioner, CGST Pune-1" payable at Pune				

1.2.7 Tender documents should be uploaded to GEM portal digitally signed before stipulated time on the due date and EMD(DD/PO) should be submitted at the Office of Deputy Commissioner(L&B), Pune-I CGST Commissionerate,2<sup>nd</sup> Floor, C -Wing, GST Bhawan,41/A, Sassoon Road, Pune-411001, before stipulated time on the due date. No courier/postal delays will be acceptable.

#### Page 4 of 27

#### SECTION -II

### 2.1 SCOPE OF WORK

The scope of work to be awarded through this tender is as follows:

- i. Collection of records
- ii. Cataloguing of records (including an entry in the computer of each file to be shared with the office)
- iii. Transportation of records
- V. Storage of records
- V. Retrieval of records
- vi. Reports
- vii. Destruction/shredding/permanent retrieval of unwanted/time-barred records

The details of the scope of work are as per the following paras.

### 2.2 COLLECTION OF RECORDS

- 2.2.1 The Service Provider will visit office premises/record rooms for the collection of records/documents in physical form i.e. files and folders etc. for storage at RSC in a time-bound manner which will be decided mutually. The requirement includes the packing of cartons/boxes and indexing of contents, sealing of the boxes and all other works or processes necessary in this connection. The Service Provider shall carry out the collection on specific authority or instructions of the Office in writing/mail from Office ID. The details of persons/officers authorized to issue requests/instructions in respect of the scope of work shall be informed at the time of signing of the agreement.
- 2.2.2 The record shall be packed Scheme/ File No./Financial Year wise as shall be instructed at the time of collection of records.

#### 2.3 CATALOGUING OF RECORDS

The Service Provider will arrange and catalogue the records under data fields as specified by the office and prepare inventory using Bar Code technology. Bar codes are to be securely fixed on each carton and its each and every file to prevent any loss during transportation, storage or removal/retrieval. Acknowledgements of the records specifying the number of cartons/boxes/containers with description and number of files /folders etc. in each carton/box/container are to be provided to the Office at the time of pickup. Thereafter, the Service Provider shall provide the soft copy and hardcopy of the inventory of records to the concerned office and to the controller office i.e. Land and Building Section, of CGST Pune-I Commissionerate. Barcoding should be tamperproof/waterproof.

### 2.4 TRANSPORTATION OF RECORDS

The Service Provider will arrange the lifting of records, as provided by the Office, from the office/record rooms by their own transportation facility for storage at RSC. The Service Provider shall comply with the local traffic, health, safety and other statutory requirements during the transportation of records

#### 2.5 STORAGE OF RECORDS

- 2.5.1 The service provider will store the records at its RSC in a safe and secure environment.
- 2.5.2 The RSC of the Service Provider should satisfy the following minimum requirements:

I.Building/ structures for storage facility should be a permanent construction preferably on a three feet plinth with RCC with a proper drainage system and having Corrosion Resistant modern metal roof ceiling, specially designed to protect the records from flooding, fire, theft, dust, moisture, and pest.

- II. The storage facility should not have leakage from water pipes, sprinklers, mechanical installations, roots, drains, or any other source of water ingress.
- III. Storage facilities must be locked and properly guarded 24X7. No unauthorized personnel shall be allowed access to the cartons/boxes/containers/records at any time. Access should be controlled by card-based bio metrics electronic access control system and a regular record of personnel record of material entering and leaving the secured area should be maintained in a register and kept for reference, as and when required.
- IV. There should be CCTV monitoring of the area with storage capacity for a minimum of two months. The footage shall be provided to the authorized person of the Office, as and when requested. This office has the right to physically inspect the storage area as a surprise check.
- V. Storage facility should have a fire protection &fire-fighting system (which includes a Fire alarm system and Fire Extinguishers) in accordance with norms prescribed by the Fire Department for the building.
- VI. The Service Provider's staff should be adequately trained in handling the fire equipment. Fire protection should adhere to fire security norms as prescribed by Competent Authority.
- VII. Service Provider must confirm that Pest & Rodent Control and Termite treatments are carried out regularly (as per prescribed norms) in the storage space for a Pest Free environment.
- VII. The Building for storage must be constructed in accordance with applicable local laws and regulations. Service Providers are required to demonstrate/provide evidence of legal ownership or lease of the storage facility with an approved site/building plan.
- IX. The Service Provider is required to operate the facility of storage of records of the Office in accordance with local legal requirements in respect of health and safety regulations, employment law, fire safety law and relevant building codes etc.

#### Page 6 of 27

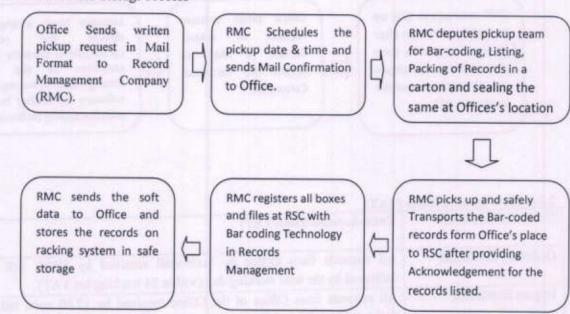
X. The Office reserves the right to inspect the RSC to confirm compliance with the terms and conditions of storage at any time.

XI. The Record Storage Centre Premises where Office's records are going to be kept, must be certified by a competent engineer/organization on the Dead Weight Bearing & Structural Stability aspects.

2.5.3 All files must be stored in storage cartons. The storage cartons must be dust and moistureresistant with flaps or a lid forming a seal against airborne particles as per the following specifications:

Carton design: 5-ply die-cut bottom having minimum space of 1.5 cubic feet and for bigger size Documents cartons to be customized accordingly.

#### 2.5.4 Collection and Storage Process



### 2.6 RETRIEVAL OF RECORDS

- 2.6.1 The Service Provider will undertake to retrieve and deliver the requested cartons, files, vouchers ledgers, registers and any other documents within the below specified Turn Around Time (TAT) upon receipt of a written request in the form of fax, e-mail or letter from an authorized officer/official of the Office. Retrieval shall mean the delivery of relevant records at the designated office premises of the Office with a real-time delivery system.
- 2.6.2 The safety and confidentiality of the file/cartons shall be ensured during this process. The service provider cannot stop the services of retrieval of Cartons or files or documents demanded by the department for any reason whatsoever including delay in the rental bills payments or non-payment of the same etc.

Page 7 of 27

Office sends written retrieval request in Mail format to RMC with Barcode Reference.

RMC uploads the retrieval request details in record management software and sends mail confirmation to the office.

RSC official retrieves file /carton from respective location and hands it over to logistics team of the service provider.

RMC arranges to pick up the retrieved carton after getting it sealed by their pick up team and return it back at the respective location in RSC.

Office sends written request in e-Mail Format to RMC to return the retrieved Carton/file.

Logistics team arranges to deliver the relevant carton/file in properly sealed condition to the Office through records management software for further tracking with bar coding technology.

2.6.3 Turn-Around-Time (TAT)

Notare of Data	(131)
Nature of Retrievals	Turn-Around-Time(TAT)
OrdinaryRetrievals	All requests from Office by fax/e-mail received by 5P.M. will be delivered by the next working day (within 24 working hrs TAT).
Urgent Retrievals	All requests from Office of the Office received by 12.00 noon willbe delivered by 6 P.M of the same day with real time system.
Bulk/project Retrievals	As communicated by the Office at the time of assigning the task with mutual consent)

#### 2.7 REPORTS

The Service Provider is required to provide the reports as per the Office's requirement and periodicity to the designated/authorized officers.

 Total number and details of the files/boxes/cartons with size containing records of the office being stored at RSC.

II. Total number and details of the office's files/boxes/cartons retrieved/delivered during a particular period.

III. Total number and details of the office's files/boxes/cartons returned by the Office.

IV. Total number and details of office's files/boxes/cartons destroyed.

#### 2.8 RETENTION OF RECORDS

The service provider will retain and maintain the records as per the Record Maintenance Policy of the Office which shall be provided by the Office.

# 2.9 DESTRUCTION/ PERMANENT RETRIEVAL OF UNWANTED/ TIME BARRED RECORDS

- I. At the beginning of each quarter (January, April, July, October), the Service Provider will prepare a List of records, which have outlived their retention period in terms of the Records Maintenance Policy and inform the Office and seek written consent for destruction.
- II. Only upon receiving the written instruction, records meant for destruction will be shredded/ burnt in the presence of authorized officials of the Office. Records may be sold after shredding in a chemical furnace or paper mill for burning or converting into pulp. However, this must be done with the prior approval of the officer/committee specifically authorized by the head of the office.
- III. Mode, date of destruction and details of the Office's authority will be recorded in the system, against each relevant item.
- IV. Amount earned at RSC on account of selling record to the paper mill/scrap dealer for converting into pulp will be credited to the official bank account the details of the same will be shared.
- V. The Service Provider will arrange for transport, labour and other necessary support to send the non-current records to the chemical furnace or paper mill, for burning or converting into pulp.

RMC quarterly mails list Office sends written RMC retrieves Files/ Boxes of files/ boxes /cartons approval in mail format /Cartons, Schedule /containers due for to RMC with barcode inspection date and send destruction to office as references for main confirmation to per retention schedule. destruction/ Permanent Office. Retrieval of Records. 1 RMC submits a written RMC arranges in presence of Office's authorized official destruction certificate / Office's authorized official to visits RSC physically, of records destroy Records / Send verifies the records and permanently returned records for safe destruction officially confirms the to Office /permanently return destruction / permanent therecords retrieval list.

# 2.10 CONFIDENTIALITY AND DISCLOSURE STATEMENT

The service provider shall ensure that at all times the records are kept in its possession 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 a third party is subject to prohibitions by decisions of the Hon'ble Supreme Court and even under the Right to Information Act, 2005. After the records are handed over to the service provider, it shall take all reasonable precautions and necessary steps to ensure that the cartons are stored in a manner so as to ensure that the seals of the cartons remain intact. Any breach in this regard shall constitute a valid ground for termination of the contract forthwith without assigning any reason and forfeiture of Initial Security deposit in addition to any other permissible legal action that may be taken by the Office. An undertaking to this effect should be given in Form-5.

#### 2.11 ONLINE ACCESS

The Service Provider's software should be capable of providing online web-based access to their system to the officers of the Office for making requests for the retrieval of Documents through this system.

# 2.12 IMPROVEMENTS IN PROCESSES

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

# 2.13 HANDING BACK OF RECORDS UPON TERMINATION

Upon expiry of the term of the contract or in the event of termination of the contract by the Office otherwise, the Service Provider shall handover all the sealed cartons in its possession along with the inventory of records to the office at its office/record room or at any other place within limits of Pune Municipal Area/PCMC Area, as directed by the Office within 30 days of the such direction free of cost at the site. The Service Provider will provide the soft copy & hard copy of lists, files and barcodes of all such files kept over a period of time. The service provider will also provide manpower to help in storing the sent files in an appropriate form for future use with proper segregation and in the same way as kept by the service provider or as may be required by the new service provider. No extra charges will be paid for this service. In case of non-providing of service, the department may claim expenditure for the same and deduct it from the bill. In case of any dispute pending regarding any issue over payment or violation of any clause, this will not impact handing over of records. There will be no lien on the said records of the service provider to keep it till the dispute is over. There will be no right over the custody of the Service Provider over the material/files kept with it once the contract is terminated/over. The said material shall not be kept back as securely till the resolution of dispute or payment.

# 2.14 TECHNICAL QUALIFICATION CRITERIA (MANDATORY)

- 2.14.1 The bidder should meet all of the following qualification criteria in their Technical Bid so as to be eligible for further evaluation:
  - I. The bidder may be a Government Organization/PSU/PSE/Private/Public Limited Company/firm incorporated under Indian Laws. The bidder shall submit the Certificate of Incorporation along with the Technical Bid in respect of this requirement.
  - II. The bidder should have a minimum of 3 years of experience in India in storing and managing a minimum of One Lakh cubic feet of physical records aggregating from at least three Government Offices & PSU Banks (Form-3) excluding Pilot Projects. The order completion certificate shall be issued by the competent authority of the concerned department.
  - III. The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Tendering Authority or termination of the contract in between contract period for any reason other than a change in the policy of record retention. A Self-declaration Certificate should be closed in this regard (Form 4).
  - IV. In the last three financial years i.e. 2019-20, 2020-21 and 2021-22 the bidder should have achieved a minimum average annual financial turnover of twenty lakhs from rendering record storage services and the company must have a positive net worth in each of last three financial year i.e. 2019-20, 2020-21 and 2021-22. The bidders shall submit a certified copy of audited annual accounts. A Chartered Accountant must be submitted in the prescribed format (Form 6).
  - V. The bidder should have sufficient space of at least 50,000 sq feet exclusively for storing records, located in the Pune/PCMC (Form 7).
  - VI. Title of Space acquired by the bidder should be legally managed by the bidder only. Subcontracting the work is not permitted. The title of the space should be clear and it should be free from any encumbrances. The bidder should certify that all legal & technical formalities are completed for this storage space (Refer Form 7).
  - VII. Bidder should have a defined process with barcode technology to track records. Any process for maintaining the accuracy of the data set would be an added advantage. Processes for maintaining the accuracy of inventory during retrieval and refile process. Ability to generate system-generated reports and ability to provide an audit trail of the records.
  - VIII. The bidder should own and operate their own fleet of vehicles to carry out boxes/cartons and documents dedicated to records management services. It will be mandatory to submit details of vehicles owned by the company as part of the technical bid.
  - IX. The vehicles used for transporting records should be GPS enabled and their drivers should carry mobile phones.

#### Page 11 of 27

- X. The bidder should have E.S.1.C., P. F. Registration and hold Labour License. Photocopies of valid registrations and licenses should be furnished along with the Technical Bid.
- XI. The bidder should certify that proper Shops & Establishment licenses are acquired and able to produce whenever required by the Office. Photocopies of valid registration licenses should be furnished with the Technical Bid.
- XII. Storage area should be insured against fire, flood, cyclone and other natural calamities besides theft, burglary etc. and the bidder will bear the cost of such insurance. Photocopies of valid insurance policies should be furnished with the Technical Bid.
- XIII. The bidder should have certification for 1SO 9001, ISO 27001, ISO 15489, ISO 20001 for IT Management, Data Security, process compliance, Physical document archival management etc. InService Provider's name (Copy to be enclosed).
- XIV. The Record Management Software should be developed by an Indian company and it is also running in any PSU Government organization in India with OTP real-time retrieval updation system
- XV. The Bidder should have at least two work orders of any state or centre government department. A copy of the work order and contact details along with the address of the client should be furnished with technical bid document.
- 2.14.2 Technical Bids without the specified documents will be rejected.

#### 2.15 FINANCIAL BID

- 2.15.1 Rates quoted in Form 9 shall be exclusive of GST &/or other taxes as applicable.
- 2.15.2 Rates quoted in Form 9 shall be valid for a period of 1 year i.e, during the validity of the contract and the contract can be extended further with mutual consent.

#### 2.16 BID EARNEST MONEY

- 2.16.1 Bidders have to submit the Bid Earnest Money (EMD) of 10,000/- (Rupees Ten thousand Only) refundable, in the form of account payee Demand Draft /Bankers Cheque in favour of 'The Principal Commissioner, CGST Pune-I" This EMD will be released to successful Service Provider after award of contract and execution of the agreement.
- 2.16.2 In case of unsuccessful bidders, the EMD will be released after the completion of Tendering process.
- 2.16.3 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 the opening of the bid but before acceptance of the bid.

#### Page 12 of 27

- b) When the Service Provider fails to execute the agreement if any, prescribed within the specific time.
- c) When the Service Provider fails to deposit the security money after the work order is issued/awarded.
- d) The Service Provider fails to commence the work as per the work order within the time prescribed.

### 2.17 DEADLINE FOR SUBMISSION OF BIDS

The Office should receive the Tender Documents on GEM as per the given time schedule. However, the Office may, at its sole discretion, extend the time limit for the submission of bids for administrative or operational reasons or even without assigning any reasons.

# 2.18 MODIFICATION AND/OR WITHDRAWAL OF BIDS

Bids once submitted will be treated as final and no modification will be permitted after submission of the bids. No correspondence in this regard will be entertained from any bidder. No bidder, who has submitted a bid, shall be allowed to withdraw the bid after the deadline for submission of bids is over. In the case of the successful bidder, it will not be allowed to withdraw/back out from the bid commitments. The earnest money deposited in such eventuality shall be forfeited and all interests/claims of the such bidder shall be deemed as foreclosed. No correspondence will be entertained in this regard. The bidder may also be blacklisted for the next 10 years.

#### 2.19 OPENING OF BIDS

2.19.1 The Office shall open the technical bids received on GEM after completion of date & time for submission of bids.

2.19.2 The Office shall open the financial bids after the evaluation of technical bids/proposals.

# 2.20 PRELIMINARY EXAMINATION OF BIDS

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

2.20.2 The Office will reject the bids which are not found to conform to the requirements. Any effort by any bidder to influence the Office in its bid Evaluation, bid comparison or decision or contract awards decision may result in the rejection of its bid. In this regard, the Office's decision shall be final and no correspondence or claim will be entertained.

# 2.21 OFFICE'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Office reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to the award of the contract without assigning any reasons and without incurring any liability whatsoever. The office reserves the right to select more than one service provider/bidder keeping in view its large requirements.

#### Page 13 of 27

# 2.22 SIGNING OF CONTRACT

- 2.22.1 The successful bidder(s) shall be required to enter into a contract with the Office, within the stipulated time period as may be specified by the Office. The contract papers shall be finalized in discussion with the successful bidder with regard to the terms and conditions and other relevant clauses which shall be in line with tender criteria and terms & conditions of the tender document. The contract will be valid for a period of one year (twelve months from the date of starting the work) unless terminated by the Office before the said date after giving one month's notice to the service provider. The contract could also be renewed for a further period subject to the mutual consent of both parties to the agreement.
- 2.22.2 The Service Provider(s) will be liable for damage, loss incurred by the Port due to the misconduct, non-performance, breach of duties and obligations, negligence, fraud wilful default or omission on the part of the Service Provider(s) subject to the limitation of liability specified in the contract signed by both parties.

# 2.23 GOVERNING LAW AND DISPUTES (APPLICABLE IN CASE OF SUCCESSFUL SERVICE PROVIDER)

- 2.23.1 All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of the Tender Document/contract or the breach thereof shall be settled amicably with mutual consultation. If, however, the parties are not able to resolve the dispute amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the arbitration award made in pursuance thereof shall be binding on both parties.
- 2.23.2 The Service Provider shall continue to work as per the existing contract during the arbitration proceedings unless otherwise directed in writing by the Office or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained. The place of the arbitration shall be Pune.

# 2.24 ASSIGNMENT & SUBLETTING OF THE CONTRACT

The Service Provider shall not assign or sublet, in whole or in part, its obligations to perform under the contract, except with the prior written consent of the Office.

### 2.25 EVALUATION CRITERIA

- 2.25.1 Only the bidders who meet the technical evaluation criteria will qualify for the Financial Evaluation Process. The financial proposals of only technically qualified short-listed bidders will be opened.
- 2.25.2 The bidder with the lowest final financial quote (i.e.L-1) may be awarded the contract. The lowest financial quote (LI) shall be determined by the Aggregate Total Cost. Aggregate Total Cost shall be the sum of Total Cost (column D) of Items at S. No. 1, 2, 3, 4 and 5 below (as quoted in the Financial Proposal, i.e, Form 9)

S.No.	Name of Item	Approx. Units(A)	Rate Rs./unit(B)	Unit(C)	Total cost(A)x(B) Rs. (D)
1,	<ul> <li>a) Initial Fixed operational cost Collection of record office/ locations, arranging, segregation, transportation to storage location</li> </ul>	5000		CFT	K3. (D)
2.	Storage cost including all maintenance charges/month	5000	o horami	CFT	nimea sea
3.	Cost of retrieval Ordinary retrieval within 24 hours to be delivered to the Office.	50	70 11 4 1	Files	
4.	Urgent retrieval within the same day to be delivered to Office. (maximum25 files request in a single day)	20	Denocad I	Files	alia (d
5.	Permanent charges (per file)	50		Files	
	Aggregate Total Cost (Sum of Total	Cost of SL 1 2	3 4 and 5 abo	rics we)	

2.25.3 The above formula will be used only to decide LI bidder. After the award of the contract, the actual payments will be made by the Office on a pro-rata basis as per rates quoted by the bidder for the actual number of units handled.

#### 2.26 TERMS OF PAYMENT

Bills/Invoices will be raised by the service provider on monthly basis after the successful collection, transportation, storage and retrieval, of physical records as per certification by the authorized person of the Office. The Service provider shall raise a monthly bill addressed to The Office of Joint Commissioner (L&B), Pune-I CGST Commissionerate,2<sup>nd</sup> Floor, C-Wing, GST Bhawan,41/A Sassoon Road, Pune-411001 and submit it by the 7th day of the following month. The Office shall process the bill for payment at the earliest possible.

#### 2.27 COST OF BIDDING

The bidder shall bear all the costs associated with the preparation and submission of its bid, and, in no case and under no circumstances, the Office will be responsible or liable for such costs, regardless of the conduct or outcome of the bidding process.

### 2.28 BIDDING DOCUMENT

The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The bidding documents should be unambiguous, legible and without any strike-through corrections. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will beat the bidder's risk and may result in rejection of the bid.

#### Page 15 of 27

### 2.29 CORRECTION OF ERRORS

2.29.1 If there is a discrepancy between the quoted rate in figures and the quoted rate in words, the rate in words will take precedence.

2.29.2 The amount stated in the Financial Bid (Fornm-9)-will be adjusted -by the Tender Committee in accordance with the above-mentioned point for the correction of errors and, shall be considered binding upon the bidder. If the bidder does not accept the corrected amount of the bid, the bid will be rejected, and the EMD shall be forfeited.

### 2.30 AMENDMENT OF BIDDING DOCUMENTS

- a) At any time prior to the expiry of the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to a clarification requested by any prospective bidder, modify, amend, incorporate or delete any condition(s) in the tender document.
- All amendments will be hosted on our website and shall be binding on all the bidders.
- c) In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may also extend the deadline for the submission of bids.

#### **2.31 AUDIT**

- 2.31. I The system of the service provider shall maintain an audit trail of all relevant events and actions performed including:
- Records added per day /week/fortnight/month.
- ii. Records edited/updated/ deleted per day/week/fortnight/month.
- iii. Failed Transactions or unauthorized access or disapproved records on the basis of quality, etc.
- iv. Tracking the physical movement of the documents collected from the source to the final destination point.

Based on these audit trails, the system of the service provider is expected to provide extensive options to retrieve statistics and generate charts and reports.

2.31.2 The system will prevent audit trail records 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 Office of Joint Commissioner (L&B), Pune-I CGST Commissionerate,2<sup>nd</sup> Floor, C-Wing, GST Bhawan,41/A Sassoon Road, Pune-411001. The database tables which contain the audit trails need to be encrypted so the direct retrieval of audit trail data from the database outside of the solution system is not possible.

#### 2.32 PENALTIES

Failure to adhere to the prescribed Turn-Around-Time (TAT) will attract a penalty as mentioned below:

### **Ordinary Retrievals**

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

TAT	
TAT	

RFP

#### Page 16 of 27

Urgent Retrievals

Applicable Condition	Applicable Penalty
Retrievals which are not adhered to in the prescribed	a) No payment for the retrieval     Turn Around Time (Not even at rates for ordinary retrieval).
Less than 95% of the total retrievals in a month as per TAT	b) Penalty of Rs.50/-per carton will be levied.

# 2.33 LIQUIDATED DAMAGES

As agreed between the parties the Service Provider will be the custodian/facilitator of records stored with it and the Service Provider shall be liable for:

- 2.33.1 Any loss to the Department Occurring due to the Service Failure of the company.
- 2.33.2 Special, indirect, incidental or consequential loss or damages;
- 2.33.3 To the maximum extent applicable by law, in a loss occurring from Service Failure, Service Provider liability will be decided by the Office of The Principal Commissioner, Pune-I CGST Commissionerate, 2<sup>nd</sup> Floor, E-Wing, GST Bhawan, Pune-411001.

#### 2.34 FORCE MAJEURE

Neither party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure factors including acts of god, strike, lock-outs, war, legislative changes or any other circumstances beyond the anticipation or control of the parties, provided that the party affected gives notice in writing of such occurrence to the other party within 15 days of such occurrence.

#### 2.35 ENTIRE AGREEMENT

The agreement would constitute the entire understanding between the parties with regard to the subject matter hereof and there have not been and there are no understanding, agreements, representation or warranties between the parties other than those specifically set forth herein. The Service Provider shall not be entitled to cede or assign any rights in terms of this to any third party without the prior written consent of the Office.

#### 2.36 NON VARIATION

No variation or modification of this agreement shall be of any force or effect unless the same shall be confirmed in writing by way of an addendum to this agreement and signed by all the parties and then such variation or modification shall be effective only for the purpose and to the extent for which it was made and given.

The parties hereto, are required to witness, sign and seal the terms, conditions and covenants mentioned & described above

RFP

#### Page 17 of 27

#### 2.37 PRICE AND VALIDITY

All the prices mentioned in the proposal should be in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of one from the date of award of the contract and further, it can be extended with mutual consent of both parties.

### 3. TERMS AND CONDITIONS

- 3.1 The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in the rejection of the bid.
- 3.2 The CGST Pune-I Commissionerate also reserves the right to accept or reject any bid and to annul the bidding process at any time, without thereby incurring any liability to the affected Bidder or Bidders.
- 3.3 The Agency shall acknowledge that it has made itself fully acquainted with all the conditions and Circumstances under which the services required under the contract will have to be provided and the terms, clauses and conditions, specifications and other details of the contract. The Agency shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for an increase of any rates agreed to the contract or to evade any of its obligations under the contract.
- 3.4 In the event of the Agency failing to fulfil or committing any breach of any of the terms and conditions of this contract or indulge in following omission or commission then without prejudice to the CGST department's rights and remedies to which otherwise, CGST department, shall be entitled, the contract shall be terminated forthwith, forfeit the Security Deposit and to blacklist the Agency and execute the work or arrange otherwise at the Agency's risk and at the absolute discretion of the. The cost of such works together with all incidental charges or expenses shall be recoverable from the Agency
  - a) If the Agency or its agents or employees are found guilty of fraud in respect of the contract or any other contract entered into by the Agency or any of his partners or representatives thereof with the CGST department; or
  - b) if the Agency or any of its partners becomes insolvent or applies for relief as an insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if
  - c) At any time during the pendency of the contract, it comes to the notice of the CGST the department that the Agency has misled it by giving false/incorrect information.
- 3.5 Without prejudice to the preceding term of the contract, the Agency will be liable to reimburse the CGST Pune-I Commissionerate for any cost or legal liability penalty fine imposed on the CGSTPune-I Commissionerateby any authority, because of any misconduct, negligence, fraud, theft or any act of omission or commission, whether intentional or otherwise of the Agency or any of the workers deployed by the Agency in the course of providing any services stated in this contract.
- 3.6 The CGST Pune-I Commissionerate may discontinue the contract at any point of time, by giving notice 30 days before the intended date of discontinuation, and will not be liable for any additional charges or compensation payable to the Agency or any other person.

#### Page 18 of 27

- 3.7 The Agency may discontinue the contract at any point of time, by giving notice at least 60 days before the intended date for discontinuation. The CGSTPune-I Commissionerate will have the right to claim damages, and recover them from the payments due to the Agency or by any other means, in case of any violation of the terms & conditions of the agreement.
- 3.8 The workers employed by the Agency will not be treated as the employees of the CGST Pune-I Commissionerate for any purpose whatsoever.
- 3.9 Any change in the constitution of the concern of the Agency shall be notified forthwith by the Agency in writing to the CGSTPune-I Commissionerate and such change shall not relieve any former member of the concern from any liability under the contract.
- 3.10 In the event of a bid being accepted, the bid will be converted into a contract, which will be governed by the terms and conditions given in the bid document. The instructions to bidders shall also form part of the contract.

Deputy Commissioner, Land and Building, Pune-I CGST Commissionerate,

#### Page 19 of 27

#### SECTION III: BID FORMATS

FORM 1-BIDDER'S PROPOSAL LETTER (Letter to be submitted by the bidder on its company's/firm's letterhead)

To,
The Office of Joint Commissioner,
Land and Building Section,
Pune-I CGST Commissionerate,
GST Bhawan, Pune-411001.

Sir/Madam,

#### Reg: Our bid for Record Management

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 Office of Principal Commissioner, Pune-I CGST Commissionerate, GST Bhawan, Pune-411001 to do so, a contract/agreement.

We understand that if our Bid is accepted, we are to be jointly and severally responsible for the execution of the contract.

We understand that The Office of Principal Commissioner, Pune-I CGST Commissionerate, GST Bhawan, Pune-411001 is not bound to accept the lowest or any bid received, and the Office may reject all or any bid.

We have read and understood the terms & conditions in the tender document, including the process of technical evaluation.

We certify that the details provided about the company/firm and the documents enclosed are correct and we are liable to be disqualified in case any information contained therein is found to be false at any stage of the tender process.

Yours faithfully,

Signature & Seal:

Name & Designation:

Address:

Contact No:

e-mail id:-

Date:

# Page 20 of 27

# FORM 2-BIDDER'S AUTHORIZATION CERTIFICATE

To,	
Pune-I CO	ipal Commissioner, GST Commissionerate, wan,Pune-411001.
Sir	
<designate co<="" control="" date="" of="" relevant="" th="" the="" with=""><th>Designated Person's Name&gt;</th></designate>	Designated Person's Name>
Thanking	
<name &<="" td=""><td>Designation of Authorised Signatory</td></name>	Designation of Authorised Signatory
<company< td=""><td>/firm Name&gt;</td></company<>	/firm Name>
Seal of <co< td=""><td>ompany/firm&gt;</td></co<>	ompany/firm>
	(Signature of Designated Person)
	Attested signature of <designated person=""></designated>
	(Signature of Authorised Signatory)
	Name & Designation of <authorised signatory=""></authorised>

Name of the company/firm:\_

# Page 21 of 27

# FORM 3 WORK EXPERIENCE CERTIFICATE

S.No.	Name of the Government Offices/Nationalised/Scheduled/Commercial Banks/PSU for whom the Service Provider is providing Record storage services	Start Date	Valid Till	No. of year served	Current Volume of records stored (in c. ft).
1					755-2007
2					
3					
4					
5					
6					
7					
8					7
9					
10					
	Total				

*Service Provider	should	produce	self-certified	copies e	of valid	agreements	28	documentary	avidanca
for above mention	ed infor	mation.				-Breemento	this.	documentary	cvidence

Date:

Place:

Signature of the Service Provider:

# Page 22 of 27

# FORM 4-SELF DECLARATION

Ref:_	1	Date:			
To,					
Pune-	rincipal Commission I CGST Commission Bhawan,Pune-41100	erate,			
Sir,					
	In response to t	ender Noereby declare that	dated	as owner/ par	rtner/ Secretary of
unbler	nished past record nitely or for a particu	and was not declar lar period of time.	ared ineligible fo		is having an ent practices either our facilities due to
fire/pe	st/dust/flood since	·	cen no damage (c	records at any or o	our facilities due to
Name	of the Service Provice	ler:			
Signat	ure				
Seal of	the Company/firm:				

# Page 23 of 27

# FORM 5-CERTIFICATE OF CONFORMITY

	Date:
To,	11/22/04
The Principal Commissioner Pune-I, CGST Commissionerate, GST Bhawan, Pune-411001	
CERTIFIC	CATE
This is to certify that, the services for Record Storn provide, if We are awarded the work contract, are including the Scope of Work mentioned in the Section that the price we have quoted per unit cost basis is it execution of the project, to meet the desired standards of understand the importance of the 'Confidentiality and abide by the same without any reservations.	on-ll of RFP/Tender Document. We also certify inclusive of all the cost factors involved in the set out in the Conditions of the contract.
Signature	
Name:	
Designation:	
eal:	

Page 24 of 27

# FORM6-FINANCIAL DETAILS AS PER AUDITED ACCOUNTS

Year	FY2019	-20	FY 2020-21		FY 2021-22		Average Turnover	
	Total	From Record Storage Services	Total	From Record Storage Services	Total	From Record Storage Services	Total	From Record Storage
Turnover("000")				Dervices		Scivices		Services
Profit("000)								

Note:	
1. Certified copies of Audited Annual Accounts for the Financial Year 201 Financial Year 2021-22 are enclosed.	9-20, 2020-21 and
Signature:	
Date:	
Name of Chartered Accountant	
Address	
Membership No	
Seal:	

# FORM 7-RECORDS STORAGE CENIRE-WISE INFORMATION

(Separate sheet to be submitted for each Records Storage Centre where records of the office are prepared to be stored)

Address of Records Storage Centre:	
Owned I Leased Premises:	
Records Storage Area in Sq. Ft.	
Records Storage Capacity in Cubic Ft	
RECORDS STORAGE CENTRE BUILDING Availability of the following	Mark Y/N in all the boxes below
Permanent Construction (Walls &Flooring)-Brickwork	
RCC/ Strong & Corrosion Resistance Modern Metal Roofing	
Fire Doors	
Trained Staff	
24X7SecurityGuards	
Access Control	
Fire Fighting Equipment	
Fire Alarm System-Detectors	
Pest Control and Rodent Control	
NOTE: The service Provider/Bidder should submit a copy of the I recent tax receipt.  Other documents evidencing the availability of the above infrastrum.	
Signature:	
Name:	
n	
Designation:	

# Page 26 of 27

# FORM 8-GENERAL AND TECHNICAL INCORMATION

Name of the Service Provider/Bidder:
--------------------------------------

DOCUMENTATION FOR TECHNICAL EVALUATION	Mark Y/N only.	Reference document
Certification of Incorporation / Registration Details	I GO I I I I I I I I I I I I I I I I I I	Сору
<ol> <li>Experience of at least 3 years in storing and managing physical records for Govt. Offices /PSUs/ Nationalized I Schedule Commercial Banks in India.</li> </ol>		Form-3
<ol> <li>Area of at least 50000 Delhi/NCR and one lakh (across  PAN INDIA) square feet for storing and managing physical records for Govt. Offices PSUs Nationalized / Schedule / Commercial Banks in India etc.</li> </ol>		Y/N
Average annual financial turnover in the last three financial years i.e. from records Storage services		Form-6
5. Self-declaration for corrupt and fraudulent practices		Form-4
Self-declaration that no past damage due to fire/dust/moisture	Papalan	Form-4
7. A certificate regarding the compliance of required storage facility		Form-7
<ol> <li>Valid Insurance Policy, certified Engineer certificate structural stability and load wearing capacity and Shop and establishment license.</li> </ol>		Сору
Undertaking to abide by the confidentiality and disclosure		Form-5
10.ISO 9001, ISO 27001:2013, ISO 15489 &iSigma Certificate		Сору

Signature:	
Name:	
Designation:	
Seal	

# FORM 9- Financial Bid Format

Price Schedule for the proposed Record Storage and Management Systems: The Service Provider should quote prices as per the following schedule

S. No.	Name of Item	Approx. Units(A)	Rate Rs/unit(B)	Unit (C)	Total Cost (A)x(B) Rs.(D)
1.	a) Initial Fixed operational cost     Collection of records from the office locations, arranging, segregation, transportation to storage location	5,000		CFT	
2.	Storage cost including all maintenance charges/month	5,000		CFT	
3.	Cost of retrieval Ordinary retrieval within 24 hours to be delivered to Office	50		Files	
4.	Urgent retrieval within the same day to be delivered to Office. (maximum25 files request in a single day)	20		Files	
5.	Permanent retrieval charges (per file)	50		Files	TO TO
2.4	Aggregate Total Cost (Sum of Total C		3, 4 and 5 abov		

Aggregate Total Cost (in words):	
Signature:	
Name:	
Designation:	
Seal.	