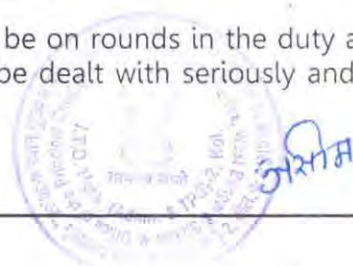


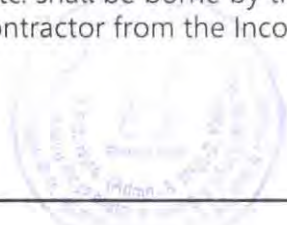
## SCOPE OF WORK

### A. General:

- 1. The agency shall provide 110 security guards including Women security personnel at the various offices of Income-tax department, as per Annexure-II on all days including Saturdays, Sundays and National holidays.**
2. The Agency shall provide round the clock high standard security guards on a 24 x 365 basis on all the days to safeguard the premises and assets of Income-tax department in Kolkata. The security guards of the agency shall ensure full security to the premises and its property from pilferages and maintain the standard security norms to protect the above premises from other insecurities.
3. The security guards of the agency shall ensure proper locking of premises, common area etc. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment etc., the responsibility shall be of the security personnel and the security personnel shall report the same to the Controlling Authorities immediately. If after a departmental enquiry, it is found that the loss has occurred due to the negligence or improper performance of the security guard/guards on duty, the Income-tax department will have full power to recover the loss in full or adjust from the dues of the agency.
4. The Income-tax department may increase or decrease the requirement of the manpower and the Agency shall be bound to provide/adjust the personnel accordingly and should be construed as a part of Agency's performance.
5. The Agency shall submit photograph, bio data along with identity proof, current and permanent address proof of each security guards duly verified, before commencement of the contract.
6. During surprise checks by any of the authorized officers of Income-tax department, if a particular guard is found negligent/sleeping/drunk on duty, the agency will have to replace the guard with any other proper and fit person without questioning the decision of the officer concerned of the Department. The department reserves the right to replace any security Guard without assigning any reason and suitable replacement is to be provided by the Agency.
7. The agency shall ensure immediate identification and proper handling of unclaimed material or goods lying in nearby premises.
8. The agency shall ensure immediate communication to Controlling Authority for any reportable incidence.
9. The agency shall maintain proper register/log book of security personnel.
10. The Agency shall provide proper uniforms, identity cards, badges, whistles, lathis, emergency lamps torch, umbrellas, rain-coats etc. to supervisor and guards deployed at the premises of Income-tax department, Kolkata.
11. All the security guards posted shall be in sound health and health certificate to that effect may be furnished.
12. The rotation of duties shall be effected at various locations inside complex and other sites of the department. They should note down the entry & movement of the vehicles, men & materials. They should collect the pass/delivery challans issued by the officer in charge for the outgoing and incoming materials/items.
13. The Security guards should maintain utmost vigil and shall be on rounds in the duty area allotted at frequent intervals of time. Any shortcomings in this issue will be dealt with seriously and action will be initiated which may include fine and/or termination of contract.



- 14.** The Agency shall submit its records of previous performance in relation to other organisations/client.
- 15.** Personnel engaged should be conversant in English, Hindi and Bengali. They should also have compatible skill in managing CCTV set up.
- 16.** The Security guards should not accept any Registered Post, Speed Post or any signed document from Courier agency on any working day or holidays.
- 17.** The behaviour of the deployed manpower by the Agency for the security duty so awarded shall be of decent nature and should co-operate with the officials, visiting guests. In case of report of any complaint on the issue or is found breaching this aspect, the said guard/supervisor shall be instantly removed from duty by the Agency and the decision of the Controlling Authorities, will be final & binding on the Agency.
- 18.** No accommodation shall be provided to the security guards or supervisor inside the complex. The Agency may arrange suitable accommodation for their stay in nearby area. No Guard will stay in the premises after duty hours or having been relieved from duty.
- 19.** The performance guarantee shall be kept in the custody of the Income-tax department till the expiry of the contract & will bear no interest. The Performance Guarantee will be refunded to the Agency after deducting any financial liabilities, which the Agency owes to Income-tax Department, Kolkata beyond 60 days after expiry of contract. If the financial liabilities are more than the Performance Guarantee, the Agency will be legally bound to pay the balance liability within 7 days from the date of issuance of notice for discontinuance of the contract so awarded.
- 20.** Income tax as applicable will be deducted at source from each bill for which necessary PAN is required to be provided.
- 21.** The work shall be executed as per the directions and to the satisfaction of the officer in charge of the respective building.
- 22.** Age of the security personnel should be between 18-45 years and having good health and all deployed persons should be trained for security duties.
- 23.** The Agency shall have insurance coverage for their workers and follow all safety measures during the work execution. Any liability occurring during work such as accident, injury, loss of life, damage to the property, the same shall be compensated and made good by the Agency only and Income tax department will not be responsible in any manner.
- 24.** The contract will be terminated by the competent authority if the performance of the Agency is found un-satisfactory at any point of time.
- 25.** During the contract period, the Agency shall make salary & other payments and provide other things in time without waiting for the bill payments passed and paid by Income tax department.
- 26.** The Agency shall have its own monitoring system to ensure that the guards are available at the designated points during their working shifts.
- 27.** The Contractor shall provide dedicated security guards and any change in the personnel supplied should be made only in very exceptional circumstances or otherwise provided in the agreement. Replacement of security guards should be provided in the event of sickness or in any other circumstances, when the guard is absent. The guards must report to duty strictly for eight hours (in each shift), seven days a week as per the roster or duty schedule to be prepared in this regard.
- 28.** The expenses on uniforms, other accessories, rain-wear etc. shall be borne by the contractor or vendor alone and no such reimbursement shall be claimed by the Contractor from the Income Tax Department.



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29. A log sheet, specifying daily reporting and relieving time of security guards shall be maintained for each guard. The contractor should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.

30. The security guards hired should satisfy the following conditions:-

- a) Guards should wear the uniform, while on duty, prescribed by the contractor.
- b) Guards should have undergone proper training on all security related issues, should be decent and well behaved.
- c) Once the Guard has been allotted a spot/site he shall remain in the same position till he is shifted.

31. In case of security guard remaining absent from duty, a substitute shall be provided by the contractor immediately. In case a substitute is not provided, proportionate contract charges are liable to be deducted from the contract charges payable. In addition to the above, the penalty may also be levied for late reporting / non-reporting of guards as stipulated in para 33 below.

32. The Security Guards shall initially be deployed as per the Annexure-II, from the mid night of the specified date onwards and in FOUR shifts, including General Shift, and at the discretion of security-in-charge of the department. However, the Department, at its discretion, shall be entitled to change the above deployment plan at any time in the future and during currency of the contract, if the exigencies so demand.

**Shift duty is classified into following four parts with half an hour break:**

General:	Between 09.30Hrs. and 18.00Hrs.
First:	Between 06.00Hrs. and 14.30Hrs.
Second:	Between 13.30Hrs. and 22.00Hrs.
Third:	Between 22.00Hrs. and 06.30Hrs.

**33. Penal provisions and responsibilities of the security agency/contractor and the security personnel:**

1. In case of non-compliance of the above terms and conditions of contract, a penalty may be levied on the basis of certificate signed by the Controlling Authority. The penalties for some of the defaults are as under:-

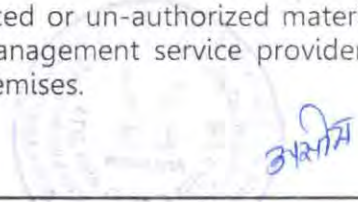
S.	Nature of default	Penalty
1.	Late Reporting	Rs.100/-per day per Guard.
2.	Non reporting	Rs.500/-per day per Guard.
3.	Refusal of duties	Rs.500/-per instance.
4.	Non-observation of dress-code	Rs.100/-per instance.
5.	Change of security guards without prior permission	Rs.1000/-per instance.

2. The Security personnel should be co-operative, helpful and create a sense of comfort for the staff and visitors. They should conduct themselves in a professional manner while on duty.

3. The Security personnel have to carefully guard and monitor full-fledged Fire Fighting systems of the buildings/ premises and assist Fire Department in case of Emergency.

4. The security personnel will prevent unauthorized carrying in and out weapons of any kind or of any material from the premises by physically frisking all persons and vehicles belonging to the Facility management service providers and other persons notified by the officer in-charge at respective building premises.

5. The security personnel shall maintain logbook of events noticed or un-authorized materials found in possession while frisking of persons and vehicles of Facility management service providers and other persons notified by the officer in-charge at respective building premises.



6. Ensuring incoming/outgoing materials with gate pass issued by authorized signatory. Otherwise materials should neither be allowed inside nor allowed to go out of the premises.

7. Maintenance of copy of all gate passes of material movements in appropriate files.

8. Drugs & Liquor are prohibited inside all the office premises and public places in quarters and guest houses. The entire office buildings are declared as "Smoking free zone". Strict disciplinary action is to be initiated against offenders. The security personnel shall brought in the knowledge of the officer in-charge of the building any such violation committed in the premises.

9. Ensuring officers/staff/others do not consume eatables or drinks while using pathways, driveways, Lift lobbies and in building areas.

10. Ensuring staffs do not enter the unauthorized areas such as Electrical LT room, DG rooms, Fire plant room and HT yard.

11. Reporting on malfunctions of Departmental assets, shortfalls noticed in facility management services or notice of untoward incidents to the officer-in-charge or the designated helpdesk.

### **12. Equipment to be provided**

The basic equipment requirement for the security staff deployed should be as follows:

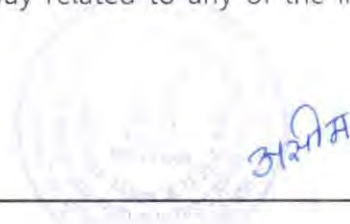
- i. Baton for security personnel
- ii. Forehead fastened battery operated powerful search light to be used in case of requirement
- iii. Hand held search light/torch

### **13. The qualification requirement of the manpower deployed should be as follows:**

#### **A. General:**

The personnel to be deployed by the bidder should have the following:

- i. Should have passed at least Secondary School or equivalent exam.
- ii. Should be between 18-45 years of age.
- iii. Should have at least 5 years' experience of the security job in some reputed institution.
- iv. Should be medically fit for the job.
- v. Should have knowledge of fire- fighting and basic operation of computer and electronic surveillance gadgets.
- vi. Should have good character.
- vii. They should have been on the employment roll of the bidder for a minimum of six months before their deployment to the Departmental premises.
- viii. They should also satisfy the qualification requirement laid down in the "Scope of work".
- ix. Should be trained in self- defence, to attack, disarm, disable and capture any intruder.
- x. Security staff during the General shift may require a lady personnel for frisking female visitors, staff members of the Facility management service and other outside agencies as and when required.
- xi. The work awarded by this contract shall be executed by the bidder party and shall neither directly or indirectly, be transferred, assigned, sublet or underlet or any part shared nor shall they take a new partner without the written consent of Principal CCIT, West Bengal & Sikkim.
- xii. A person deployed for any shift on a particular day shall not be put to duty on any other shift on the same day at any site of the bidder. If it is found that the same person is deployed for more shift(s) on the same day at any building / premises of the bidder, it will be deemed that no person has been deployed and also a penalty of Rs.500/- will be levied for each such default.
- xiii. The Department may increase/decrease number of persons required from time to time. If any person is to be deployed as per the requirement of the department, the bidder is under obligation to provide such personnel including technical personnel required for the security services.
- xiv. The employees/staff deployed by the Agency are in no way related to any of the Income Tax Department officials.



## **B. Staff Related:**

i. The successful bidder shall provide uniform with personal protective equipment [PPE] i.e. hand gloves, shoes, goggles, head gear, raincoats, winter protection jackets, etc., required as per the categories of work to the guards. All the staff, supervisors and manager should sport their name plate & photo identity card prominently on their uniform. Above uniform will be supplied by the successful bidder at his own cost in sufficient number to ensure cleanliness & hygiene. The successful bidder should ensure that the staff is on duty at all times in neat and clean uniform. No relaxation on wearing of uniform on any day, including holidays will be entertained by the Pr. CCIT, West Bengal & Sikkim.

ii. The colour and pattern of the uniform, shall be approved by Pr. CCIT, West Bengal & Sikkim before procurement. A penalty of Rs.100/- per day per guard shall be deducted for non-wearing of uniform at all premises.

iii. The bidder supplying the persons is responsible for the conduct of the personnel provided by it.

iv. **The bidder shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules 1971, before commencement of the work, a copy of which he shall submit to the office of the Principal Chief Commissioner of Income Tax, West Bengal & Sikkim. He shall continue to have a valid license until the completion of work. The bidder shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity benefits Act 1961 and Apprentices Act, 1961 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The bidder is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/risks in relation to employees to be engaged by him. Provisions of EPF and Misc. Provisions Act 1952 & Employees Provident Fund Scheme 1952 shall be followed by the bidder in respect of staff engaged by them for performing the works of Income tax Department properties. The persons deployed by the bidder shall always carry the proof that they have been covered under ESI, PF. Mere proof of furnishing the code number of the bidder is not sufficient. The proof of compliance shall be included in the monthly bill without which it will not be processed.**

v. The bidder shall submit financial bid consisting of two components (a) Minimum wages payable and (b) administrative overheads. The enhancement on any account including in percentage of Administrative/Service charges, on any ground will not be entertained during the tenure of the contract except GST.

vi. The Security personnel deployed shall be employees of the bidder and all statutory liabilities shall be paid by the bidder.

vii. The persons deployed for security purposes by the bidder will have no claim for regular Government job.

viii. The successful bidder shall indemnify Income tax Department against payments to be made under and/or for the non-observance of the laws (if any).

ix. The successful bidder shall have the name, qualification, proof of identity and effective verification of investigation into the background, antecedents, past conduct and character of each person the bidder proposes to deploy in the premises of the Income tax Department, Kolkata and have to provide after awarding of the contract as and when asked to provide it. Only upon furnishing these details and on satisfaction of the Commissioner of Income Tax & Building in-charge will the bidder be allowed to deploy such persons. In case of any disagreement or doubt, Commissioner of Income Tax & Building in-charge can seek replacement of any such security personnel and the bidder will provide an alternative within 24 hours.



x. The successful bidder and/or his staff shall neither use nor spend any part of their duty hour on recreational or entertainment activities.

xi. The successful bidder will ensure that their staffs employed do not loiter in the corridors, chit chat, chew pans or smoke beedies, cigarettes etc. Use of smart phone is also barred during the duty hours. A penalty of Rs.100/- will be imposed for each incidence of breach of this clause.

xii. The staff of the successful bidder should leave the premises immediately after completion of their job on the premises. They should not be found on the office loitering or otherwise.

xiii. While on duty, the staff deployed by the successful bidder shall not use any room for their personal conveniences. In addition to imposition of penalty of Rs.50/- for each incident, breach of this clause may lead to the termination of the contract. A separate facility is earmarked in the guard room for this purpose.

xiv. A health check-up of all personnel will be carried out by the service provider from a registered medical practitioner and the medical report will be submitted to the Officer in-charge of the respective building. This is to ensure that no personnel deployed are carriers of any infectious and/or contagious diseases.

### **C. Start of Services**

i. The successful bidder shall present himself to the Pr. Chief Commissioner of Income Tax for signing the contract along with the Performance Security in the form of bank guarantee immediately after receipt of communication of successful bid from Principal Chief Commissioner of Income Tax, West Bengal & Sikkim.

ii. Start of services shall be made by the successful bidder immediately on receipt of work -order with full strength of staff from the date of award of contract.

iii. Start of services shall be made by the successful bidder in accordance with the time schedule specified in the work order. In case the service is not started on the stipulated date as indicated in the work order, Principal Chief Commissioner of Income Tax, West Bengal & Sikkim reserves the right to cancel the work order and/or recover liquidated damage charges. The cancellation of the work order shall be at the risk and responsibility of the successful bidder. The Principal Chief Commissioner of Income Tax, West Bengal & Sikkim reserves the right to award the work at the risk and cost of the defaulting successful bidder.

iv. The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive Principal Chief Commissioner of Income Tax, West Bengal & Sikkim of its right to recover liquidated damages as per Clause below.

v. Should the successful bidder fail to start services, Principal Chief Commissioner of Income Tax, West Bengal & Sikkim, shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by Department in making alternative arrangements along with penalty of Rs.2500/-per day for the delay period.

vi. Near relatives of all Income Tax Department employees, either directly recruited or on deputation, is prohibited from participation in tenders and execution of works. In this regard affidavit should be given as per **ANNEXURE-I**.



- vii. For the scope of this tender, near relations are defined as under
- a. Member of Hindu Undivided Family
  - b. They are husband and wife.
  - c. The one is related to the other in the manner as father, mother, sons(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother in-law).

#### **D. Force Majeure**

Neither the successful bidder nor the Principal Chief Commissioner of Income Tax, West Bengal & Sikkim shall be liable for any delay, default or failure under this agreement if such delay, default or failure arose as a direct consequences of force majeure including strikes, lock out, war and civil unrest.

#### **E. Payment**

i. The successful bidder's monthly bills should be supported by muster rolls/attendance for the respective month, all daily and monthly inspection sheets of beats undertaken. These should be duly certified by the Security supervisor. If agreed manpower is not deployed, then proportionate labour wages will be deducted from the monthly bill.

ii. The Pr. Chief Commissioner of Income Tax shall recover at source, Income Tax on the gross bill value, payable per month to the successful bidder at the rates prescribed and remit the same to the concerned authorities.

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

iv. The Competent Authority (The Principal Chief Commissioner of Income Tax, WB & Sikkim) shall have the right to deduct from the money due to the successful bidder, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfilment of the conditions of the contract of the benefit of the workers, non- payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations. The successful bidder shall indemnify Pr. Chief Commissioner of Income Tax, WB & Sikkim against payments to be made under and for the observance of the laws.

v. The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

vi. In the event of any failure in this regard or any loss/damages caused directly or indirectly to building premises , the same will be payable by the successful bidder along with such penalty as maybe decided by The Principal Chief Commissioner of Income Tax, WB & Sikkim.

vii. **The successful bidder will be reimbursed any change in minimum wages and GST from time to time and the petition for revision of rates must be tendered by him.**

viii. Conditional tenders are liable to be rejected.

ix. If on check, there are differences between the rates quoted by the bidder in words and in figures or in the amount worked out by him, the following procedure shall be followed.

(1) When there is a difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the bidder, shall be taken as correct.



(2) When the bidder does not work out the amount of an item or it does not correspond with the rate written either in figures or in words, then the rate quoted by the bidder in words shall be taken as correct.

(3) When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly the rate quoted by the bidder shall be taken as correct and not the amount.

x. The Principal Chief Commissioner of Income Tax, West Bengal & Sikkim is not bound to accept the bids.

xi. The Principal Chief Commissioner of Income Tax, West Bengal & Sikkim reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with Principal Chief Commissioner of Income Tax, West Bengal & Sikkim, or with any central or state government.

xii. The Principal Chief Commissioner of Income Tax, West Bengal & Sikkim reserves the right to award the work on experimental basis for a period of not less than 2 weeks and not more than 12 weeks, to see and evaluate the performance of the bidder, before formal award of the tender. The bidder will do the work as per the terms and conditions of the tender.

xiii. Notwithstanding anything contained in aforesaid paras, Principal Chief Commissioner of Income Tax, West Bengal & Sikkim may award the work order to the successful bidder after opening of the financial bid. The work order will be issued in writing and communicated through post on the address as provided in the tender document or will be handed over to the authorized representative of the agency.



## TERMS & CONDITIONS

1. The successful bidder will submit a Performance Guarantee within **7** days after the receipt of Letter of Intent @ **3% of the tendered value of contract**. The Performance Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations and the same will be returned back to the Agency thereafter without interest after deducting liabilities, if any.
2. **No bid will be considered unless and until all the pages of documents comprising the Bid are properly signed and stamped by the persons authorized to do so.**
3. In the event of 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.
4. The Income-tax department does not bind itself to accept the lowest bid.
5. Any change in the constitution of the concern of the Agency shall be notified forthwith by the Agency in writing to the Income-tax department and such change shall not relieve any former member of the concern from any liability under the contract.
6. 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 increase of any rates agreed to the contract or to evading any of its obligations under the contract.
7. 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 Income-tax department's rights and remedies to which otherwise, Income-tax 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 Income-tax department. 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 Income-tax department ; or
  - b) If the Agency or any of its partner becomes insolvent or applies for relief as 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 Income- tax department that the Agency has misled it by giving false/incorrect information.
8. The Agency will be responsible for the conduct of all workers deployed by it and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Agency or any of the workers agents and others deployed by the Agency in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same. The Income-tax department will not be liable for any loss or harm to any person within or outside the Income-tax department campus from any act of omission or commission to any of the workers, agents or any other person deployed by the Agency in the course of providing any services stated in this contract.



**9.** The Income-tax department shall not be liable for any compensation, claim or damages etc. due to any accident, injury or harm to any person deployed by the Agency or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with their duties at Income tax department. The Income-tax department shall be indemnified by the Agency for all such claims.

**10.** In case of major theft or breaking in, if an Enquiry Committee (Including officers of this department and of the concerned Agency) establishes that theft or loss or damages has been caused due to the negligence of the Agency or any of its employees, the Department will be entitled for reimbursement by the Agency of the said monetary loss as decided by the Committee.

**11.** Without prejudice to the preceding term of contract, the Agency will be liable to reimburse the Income-tax department of any cost or legal liability penalty fine imposed on the Income-tax department by 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.

**12.** It shall be the responsibility of the Agency to comply with the provisions of all Labour Laws including Minimum Wages Act (as applicable by Central legislation), along with Provident Fund, ESIC and similar statutory contributions. The Agency shall faithfully discharge all the liabilities under all labour laws. The Agency shall indemnify the Income-tax Dept.

**13.** The Agency shall not involve the Income-tax department in any way whatsoever in case of any violation of the provision of law, the Agency shall be responsible and the Income-tax department cannot be called or dragged into litigation in any manner whatsoever. In case of violation of provision of law, including Labour Laws, etc. any liability is fastened upon the Income-tax department, the Agency must indemnify the Income-tax department completely including cause thereof.

**14.** The agency shall comply with all statutory liabilities and obligations of State and Central government. The Income-tax department shall not be liable for any contravention/non-compliance on the part of the Agency. Any contravention/non-compliance on the part of the Agency would be construed as a sufficient ground for termination of the contract at the discretion of the Income-tax department. Notwithstanding, in the event of the Income-tax department being imposed with any penalty/fine etc., by any agency/authority due to the non-compliance/contravention on the part of the Agency to any statutory laws/rules/regulations etc., the Income-tax department reserves the right to recover such fine/penalty etc., from the Agency by way of recovery from the bills raised by the Agency or by any other means.

**15.** The Agency shall be required to take effective measures during disaster management such as Fire, Flood, Strikes, Mob Violence(s), Riots, Natural Calamities etc., on instructions from the department.

**16.** The Income-tax department may discontinue the contract at any point of time, by giving a notice at least 30 days before the intended date of discontinuation, and will not be liable to any additional charges or compensation payable to the Agency or any other person.

**17.** The Agency may discontinue the contract at any point of time, by giving a notice of at least 60 days before the intended date for discontinuation. But it will lead to forfeiture of its Security deposit submitted by it, in case of discontinuation without a notice or a notice less than 60 days prior to the intended date of discontinuation. The Income-tax department will have the right to claim damages, and recover them from the payments due to the Agency or by any other means, in addition to forfeiting the Security Deposit of the Agency.

**18.** Employment Cards must be issued to the employees and their wages must be paid to them on acquaintance roll by 10th day of every month. Before submission of bills by the Agency to Income tax department for payment against the jobs carried out by him a certificate will have to be submitted by the Agency of having paid in full to the workers employed by him.



19. The workers employed by the Agency will not be treated as the employees of the Income-tax department for any purpose whatsoever.

20. The Income-tax department shall have right to periodical inspection with a view to ensuring strict adherence to deployment of guards at the designated properties and spots.

21. All the assets and articles provided by the Income-tax department if any, shall be property of the Income-tax department and the Agency shall be merely the custodian of such assets and articles. On termination of Security contract and/or at any time as directed by the Income-tax department, such property shall be handed over to the Income-tax department forthwith.

22. The agency shall comply with requirement of additional guards within 15 days of the work order, if required.

23. The Agency shall be required to enter into an agreement on judicial stamp paper of not less than Rs.100/- binding itself for execution of contract for a period of one (1) year from the date of commencement of contract, which will specifically be mentioned in the Contract Agreement on receiving the intimation/letter of intent and to start the work within 07 days of the signing of Deed/Agreement.

**24. Requests for Information:**

Bidders are required to direct all communications related to this document through the designated Contact person i.e. Income tax Officer, Hqrs. (Admn. & TPS)-2, Kolkata, Room no.20, 1st floor, AayakarBhawan, P-7, Chowringhee Square, Kolkata-700069.

All queries relating to the Bid, technical or otherwise, must be in writing only to the designated contact person. The Department will not answer any communication initiated by Respondents later than five business days prior to the due date of opening of the bids.

If the department, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then department reserves the right to communicate such response to all Respondents.

**25. Arbitration:**

In the event of any dispute or differences arising as to the execution of the contractor as to the respective rights or liabilities of the parties hereto or interpretation of any of clause thereof on any condition of agreement (except as to any matters the decision of which is specially provided for or the special conditions), the dispute shall be resolved in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the Rules there-under and any statutory modifications thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings. The award of the arbitrator shall be final and binding on parties to the agreement.

N.B.: The above Terms & Conditions (Sl. Nos. 1-25) are in supersession of all other conditions



**ANNEXURE-I**

**[FORMAT OF AFFIDAVIT]**

To  
The Principal Chief Commissioner of Income Tax, WB & Sikkim  
AayakarBhawan  
P-7, Chowringhee Square  
Kolkata – 700 069

Sir,

Sub:  
Authority:

I, the undersigned, hereby certify that the employees/staff deployed by M/s. \_\_\_\_\_ in Income tax Department, Kolkata are no way related to any of the Income Tax Department officer/officials. In the event of any unusual or illegal or unacceptable act/incidents/accidents caused by the employees/staff working for M/s. \_\_\_\_\_, I take full responsibility for the lapses and misconduct on the part of employees/staff engaged by me.

Thanking You

Yours faithfully,

Signature:

Name:

Seal



## ANNEXURE-II

	<b>AB</b>	<b>ABA</b>	<b>3GP</b>	<b>MR</b>	<b>BV</b>	<b>ABD</b>	<b>DTRTI</b>	<b>ABP</b>	<b>UB</b>	<b>ABC</b>	<b>Total</b>
<b>Security Guards</b>	24	08	08	08	18	10	02	18	08	06	<b>110</b>

The deployment and number of security guards is subject to change depending on the requirement to be received from time to time by the Competent Authority.

## ATTACHMENT TO ANNEXURE-II

<b>OFFICE ADDRESS</b>	
<b>AB</b>	AayakarBhawan,P-7, Chowringhee Square, Kolkata-700069
<b>ABA</b>	AayakarBhawan Annexe, P-13, Chowringhee Square, Kolkata-700069
<b>3GP</b>	3, Govt. Place (West), Kolkata-700001
<b>MR</b>	10B, Middleton Row, Kolkata-700071
<b>BV</b>	Bamboo Villa, Central Revenue Building, 169, AJC Bose Road, Kolkata-700014
<b>ABD</b>	AayakarBhawanDakshin, 2, Gariahat Road, Kolkata-700031
<b>DTRTI</b>	110, Shantipally, Kasba, Kolkata-700107
<b>ABP</b>	AayakarBhawanPoorva, 110, Shantipally, Kasba, Kolkata-700107
<b>UB</b>	Uttarapan Building, Uttarapan Complex, Manicktala Civic Centre, Ultadanga, Kolkata-700054
<b>ABC</b>	AayakarBhawan (Chinsurah), G.T. Road, Khadina More, P.O. Chinsurah, Hooghly-712101



## **ANNEXURE-III.**

### **CHECKLIST**

#### **Duly Scanned, Signed and Stamped Documents required to be uploaded:**

1. Full particulars of Govt. or other organizations, where the agency has carried out security services contract in last two years. (Self-attested scanned copies of the relevant work orders).
2. Audited balance sheet and Profit and Loss Account of the bidder for the financial years 2018-19, 2019-20 and 2020-21
3. Income tax return particulars of the bidder for the financial years 2018-19, 2019-20 and 2020-21
4. Trade Licence of the bidder
5. PAN card of the bidder
6. Service Tax/GST Registration of the bidder
7. PF & ESI Registration Certificates of the bidder
8. Certificate related to MSME/Startup.
9. **Registration with the Labour Commissioner having jurisdiction over the territory in which services are sought to be provided by the Agency under this contract. In case the agency is exempted from obtaining such registration, the agency is required to produce an affidavit signed by the authorized signatory of the agency stating that their firm is exempted & is not required to obtain any such registration or approval or order from the Labour Commissioner is to be uploaded.**
10. Document with detailed information regarding any litigation, current or during the last three years in which the bidder was/is involved, the opposite party(s), the disputed amount and nature of dispute is to be uploaded.
11. Document with detailed information regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents are to be uploaded). The details of any dispute or liability whether civil or criminal in any court of law is to be uploaded.
12. **Affidavit** should be given as per **ANNEXURE-I.**

Please Note: Financial bids that do not conform with sub-para (iv) of Para B: Staff Related under "Scope of Work" of this document are liable for rejection.

N.B.: No bid will be considered unless and until all the pages of documents comprising the Bid are properly signed and stamped by the persons authorized to do so.



## Minimum Wages Bifurcation

1 Day Basic (A)	1 Day VDA (B)	Total (A+B)	1 Day EPF	1 Day ESI	1 Day Bonus	1 Day Charge
637.00	169.00	806.00	75.00	26.19	67.13	974.32



अभिषेक



Bid Number: GEM/2022/B/2418157

Dated: 05-08-2022

**Bid Document**

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	26-08-2022 20:00:00
<b>Bid Opening Date/Time</b>	26-08-2022 20:30:00
<b>Bid Offer Validity (From End Date)</b>	60 (Days)
<b>Ministry/State Name</b>	Ministry Of Finance
<b>Department Name</b>	Department Of Revenue
<b>Organisation Name</b>	Central Board Of Direct Taxes (cbdt)
<b>Office Name</b>	Principal Chief Commissioner Of Income Tax, West Bengal & Sikkim Region
<b>Item Category</b>	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
<b>Contract Period</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	184 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
<b>Estimated Bid Value</b>	45855981.07
<b>Evaluation Method</b>	Total value wise evaluation

**EMD Detail**

Required	No
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## ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	20

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

### Beneficiary:

Addl. CIT, Hqrs. (Admn. & TPS), Kolkata

O/o The Principal Chief Commissioner Of Income Tax, West Bengal & Sikkim Region, Department of Revenue, Central Board of Direct Taxes (CBDT), Ministry of Finance  
(Debashis Majumder)

### Splitting

Bid splitting not applied.

### MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

**Additional Qualification/Data Required**

**Scope Of Work For the Service:**[1659707089.pdf](#)

**Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1659707102.pdf](#)**

**Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard ( 100 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Semi skilled
Gender	Male
Duty Hours in a day	24
Qualification	Secondary School
Ex Servicemen	Optional
Age Limit	Up to 45 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	Medically fit for the job
<b>Addon(s)</b>	

**Additional Specification Documents**

**Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
1	Bimalendu Tudu	700069,AAYAKAR BHAWAN, P-7, CHOWRINGHEE SQUARE,	100	<ul style="list-style-type: none"> <li>• Number of working days in a month : 30</li> <li>• Basic Pay (Minimum daily wage) : 806</li> <li>• Bonus (INR per day) : 67.13</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin charge (INR per day) : 0</li> <li>• ESI (INR per day) : 26.19</li> <li>• Non Mandatory Compliance 1 (in Rupees) : 0</li> <li>• Non Mandatory Compliance 2 (in Rupees) : 0</li> <li>• Non Mandatory Compliance 3 (in Rupees) : 0</li> <li>• Provident Fund (INR per day) : 75</li> <li>• Tenure/ Duration of Employment : 12</li> </ul>

**Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard ( 10 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Semi skilled
Gender	Female
Duty Hours in a day	24
Qualification	Secondary School
Ex Servicemen	Optional
Age Limit	Up to 45 years
Years of Experience	3 - 6 years
Additional Requirements for the Security Personnel	Medically fit for the job
<b>Addon(s)</b>	

## Additional Specification Documents

### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of resources to be hired	Additional Requirement
1	Bimalendu Tudu	700069,AAYAKAR BHAWAN, P-7, CHOWRINGHEE SQUARE,	10	<ul style="list-style-type: none"><li>• Number of working days in a month : 30</li><li>• Basic Pay (Minimum daily wage) : 806</li><li>• Bonus (INR per day) : 67.13</li><li>• EDLI (INR per day) : 0</li><li>• EPF Admin charge (INR per day) : 0</li><li>• ESI (INR per day) : 26.19</li><li>• Non Mandatory Compliance 1 (in Rupees) : 0</li><li>• Non Mandatory Compliance 2 (in Rupees) : 0</li><li>• Non Mandatory Compliance 3 (in Rupees) : 0</li><li>• Provident Fund (INR per day) : 75</li><li>• Tenure/ Duration of Employment : 12</li></ul>

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand

names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**