



GOVERNMENT OF INDIA

PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX,

KARNATAKA & GOA REGION, BENGALURU

CENTRAL REVENUE BUILDING, No.1, QUEEN'S ROAD, BENGALURU-560 001

Phone No: 080-22866306

Fax:080-22868223

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Tender No.61(5)/14-15/Pr.CCIT.

Dated: 05-12-2014

**TENDER NOTIFICATION FOR SECURITY SERVICES**

1. The Principal Chief Commissioner of Income Tax, Bengaluru invites two-bid tender [Technical and Financial Bid] from bidders having experience in providing security services, to provide security services to the Income Tax Department premises located at Bengaluru for a period of two years.
2. The bidders are requested to obtain the bid forms and other details from the Income Tax Officer (Welfare and Finance), O/o the Principal Chief Commissioner of Income Tax, Karnataka and Goa Region, Bengaluru, from the date of publication of tender notification on all working days between 11.00 hrs and 1.30 hrs upto 24-12-2014 by payment of Rs.500/-only by crossed demand draft drawn in favour of ZAO, CBDT, Bengaluru.
3. The bid forms and all other details can also be downloaded from the websites [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in)/[www.incometaxbangalore.in](http://www.incometaxbangalore.in). The cost of the bid document shall be paid separately as mentioned in the Bid document.
4. The timelines for submission and opening of bids are mentioned in the bid document.

**ISSUED BY:**

INCOME TAX DEPARTMENT,

BENGALURU.

## NOTICE INVITING TENDER

To

Sealed Tenders for engagement Security Services for Income Tax Department Premises located at the following places at Bengaluru, are invited by the Principal Chief Commissioner of Income Tax, Karnataka & Goa Region, Bengaluru from the Bidders with experience/financial/infrastructure/manpower capabilities in accordance with relevant clauses of the Bid Document.

### 1.1 The overall guidelines are as under:

1.2.1	Description of Scope of Work	Providing security services for various IT Department premises mentioned as under:  1. Income Tax Department offices located at Central Revenue Building (Main), No.1, Queen's Road, Bengaluru-560 001.  2. Income Tax Department property at No.4 & 5, Infantry Road, Bengaluru-560 001.  3. Guest House at Income Tax Colony, No:2, Infantry Road, Bengaluru-560 001.
1.2.2	Type Of Bid	TWO BID- Technical and Commercial bids
1.2.3	Contract Period in Years	Two years from the date of notification of award of contract subject to further extension on yearly basis up to maximum of two years on same terms and conditions subject to mutual agreement by both the parties.
1.2.4	Earnest Money Deposit	Rs.70,000/-
1.2.5	Mode/Validity of E.M.D.	Crossed DD /Pay Order/ Bankers Cheque issued by Scheduled Banks drawn in favour of 'ZAO, CBDT, Bengaluru' valid for at least 180 days from the date of Technical/Commercial Bid Opening.
1.2.6	Performance Bank Guarantee	Rs.100,000/-
1.2.7	Validity of performance Bank Guarantee	180 days after expiry of the contract

<b>1.2.8</b>	Cost of Bid Document (Non-Refundable)	Rs.500/- only by crossed DD drawn in favour of ' <b>ZAO, CBDT,BENGALURU</b> '
<b>1.2.9</b>	Period/Dates & Time of issue of Bid Document	08/12/2014 To 28/12/2014 From 11.00 AM to 01.30 PM During all working days / Websites mentioned
<b>1.2.10</b>	Date and time of the pre-bid meeting	19/12/2014 at 2:30 PM at the Kabini Hall, Second floor, CR Building, No.1, Queen's Road, Bengaluru - 560 001
<b>1.2.11</b>	Date & Time of Closure of bid	29/12/2014 up to 11:00 AM
<b>1.2.12</b>	Date & Time of Opening of Technical Bid	29/12/2014 at 2:30 PM at the Kabini Hall, Second floor, CR Building, No.1, Queen's Road, Bengaluru - 560 001
<b>1.2.13</b>	Date & Time of opening of Commercial Bid	Will be intimated to the successful bidders of the Technical Bid.
<b>1.2.14</b>	Bid Validity	180 days from final date of submission of bids
<b>1.2.15</b>	Deposit of Bid Documents	One single envelope containing <b>two separate</b> envelopes [one marked as <b>Technical Bid</b> for providing Security Services and other as <b>Commercial Bid</b> for providing Security Services] and the demand draft for the EMD to be filed in the Inward Section of the Office of the Principal Chief Commissioner of Income Tax, II Floor, Central Revenue Building, No:1, Queen's Road, Bengaluru-560 001.
<b>1.2.16</b>	Period of commencement of Work	Within 15 days of issue of letter of acceptance, failing which penalty per day @0.05% of the annualized contract value

1.3 The bid process shall be as detailed in this Notice Inviting Tender [NIT]. The service providers are requested to read the document carefully before participating in the bid process and submit the Bid Forms enclosed, with signature and seal on all the pages of the bid document as a proof of having read it. Adopting unethical means will debar the bidder from the bidding process besides inviting other action as per rule.

Sd/-

(VIMAL ANAND)

Joint Commissioner of Income Tax(Hq.)(Admn.),  
O/o Principal Chief Commissioner of Income Tax,  
Karnataka & Goa Region, Bengaluru.

## 1. SCOPE OF WORK

### 1.1 Deployment matrix:

The security agency is required to provide 24 x 7 security services to the following premises of Income Tax Department, Bengaluru as under:

Sl.No.	Security Service to be provided for location at Bengaluru	No. of Security Personnel required
1	Income Tax Department offices at Central Revenue Building (Main), No.1, Queen's Road, Bengaluru	2 per shift for 3 Shifts = 6 Nos
2	Income Tax Department property at No: 4 & 5, Infantry Road , Bengaluru.	1 per shift for 3 shifts = 3 Nos.
3	Guest House premise at the Income Tax Colony, No.2, Infantry Road, Bengaluru	1 per shift for 3 shifts = 3 Nos.
<i>The Department holds the right to seek any more number of security personnel on a short-term or long-term basis as and when required on the same terms and conditions.</i>		

#### 1.1.2 Security services scope and outline:

To establish written protocols in consultation with the IT Department, for managing the entry/admittance of persons into the premises, material in/out, etc, to develop protocols to handle emergency situations, to ensure the security of the premises 24X7 and to ensure a high standard of security services for the premises based on the protocols codified. The security personnel deployed should be professional in their conduct, competent to handle situations, sensitive towards the public at large, and responsive to the security needs of the premises. All the tasks related to the provision of security services to the identified premises come under the scope of the agency providing the security services.

#### 1.1.3 The qualification requirement of the manpower deployed should be as follows:

##### General

The personnel to be deployed by the Security Agency should have the following:

1. Should have passed at least Secondary School (SSC) or equivalent Exam.
2. Should be between 25-40 years of age.

3. Should have at least 5 years of experience in this line of job.
4. Should be medically fit for the job.
5. Should have good character and antecedent.
6. Should be able to communicate in Kannada , Hindi and English.
7. They should have been on the employment roll of the Security Agency for a minimum of six months before their deployment to the Income Tax Department.

*(The necessary proofs of the above have to be submitted/demonstrated at the time of deployment of the personnel by the Agency/successful bidder.)*

## **2. TERMS AND CONDITIONS**

### **2.1 General**

- a) The entire work included in the contract shall be executed by the successful bidder and it shall not, directly or indirectly, be transferred, assigned or further contracted or any part shared nor shall they take a new partner without the written consent of O/o Principal Chief Commissioner of Income Tax, Karnataka and Goa Region, Bengaluru. Any lapse in this regard will lead to the termination of contract.
- b) All the statutes/Rules governing the activity of providing security services, notified by the Central Government and the State Government from time to time, have to be scrupulously adhered to by the Agency. Any lapse found in this regard will lead to the termination of the contract and/or appropriate penal action.
- c) The security personnel have to be deployed as per the matrix provided in this document. Any kind of lapse in this regard like using the same staff continuously for two shifts, not deploying enough number of staff, etc. will attract a penalty of Rs.500/- for each such default. The penalty amount shall double at the end of every three such defaults.
- d) The Agency shall provide two sets of uniform and a photo identity card to each of the security personnel at its own cost. The colour and pattern of the uniform will have to be approved by Income Tax Department, Bengaluru. A penalty of Rs. 500/- per day per guard shall be deducted for non-wearing of uniform and the photo identity card. The penalty amount shall double at the end of every three such defaults.
- e) During the three-year period from FY 2011-12 to FY 2013-14 the Agency should have suitable experience in providing security services to reputed Organisations/Public bodies/Government institutions, the average number of

security personnel on the rolls of the Agency should have been more than 75 (seventy five) numbers, the average annual gross billings from the business should have been more than Rs.50 lakhs (fifty lakh rupees) and the Agency should have filed its IT Returns for the corresponding Assessment Years.

- f) The Security Agency shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 the Contract Labour (R&A) Central Rules 1971, Payment of Wages Act 1936, Minimum Wages Act 1948, The Shops and Establishment Act, The Employees Provident Fund & Miscellaneous Provisions Act, The Employees state Insurance Act, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947; Acts, orders, notifications, etc., applicable to security agencies from time to time for providing security services have to be adhered to strictly. The wages payable for the personnel deployed in the premises of the IT Department shall as per the guidelines of the Central Government on this matter.
- g) The Security Agency shall indemnify Income Tax Department, Bengaluru against payments to be made under and for the non-observance of the laws (if any).
- h) The Agency shall nominate a Coordinator not less than the level of a Manager, who shall be the single-point coordinator with the Income Tax Department on a daily-basis. In this regard the Nodal Officer of the Department shall be the Income Tax Officer (Infrastructure), O/o Pr.CCIT, Bengaluru.

## **2.2 Start of services& period of contract**

- a) Terms of this Agreement is for two years from the date of signing of the agreement. The same is extendable mutual consent for a maximum period of one more year.
- b) Start of services shall be made by the Security Agency within 15 days from date of signing of agreement.
- c) In case the service is not started on the stipulated date, the Income Tax Department reserves the right to cancel the work order/agreement and/or recover liquidated damage charges.

## **2.3 Performance evaluation**

- a) The Security Agency performance will be continuously evaluated by the Nodal Officer i.e. the Income Tax Office (Welfare and Finance), O/o O/o Pr.CCIT, Bengaluru. If the performance of the Agency fails to meet the required service standard agreed to at the time of signing the contract, the Agency will be required to take corrective steps to improve. Even after three warnings if the Agency fails to correct the course, a penalty of Rs.1000/- per month shall be

levied. The Department also reserves the right to terminate the contract for such reasons.

#### **2.4 Termination of Contract**

- a) The Income Tax Department, Bengaluru reserves the right to terminate the contract in part or in full at any time with one month's notice without assigning any reasons thereof.

#### **2.5 Arbitration**

- a) In the event of any question, dispute or difference arising under this agreement or in connection therewith, except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Deputy Commissioner of Income Tax(HQ)(Admn.), Office of the Principal Chief Commissioner of Income Tax, Bengaluru, or any other officer deputed for this purpose. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- b) There will be no objection to any such appointment that the arbitrator is a Government servant or that he/she has to deal with the matter to which the agreement relates or that in the course of his/her duties as Government Servant he/she has expressed views on all or any of the matters under dispute. The award of the arbitrator shall be final and binding on the parties.
- c) The venue of the arbitration proceeding shall be the office of the Deputy Commissioner of Income Tax(HQ)(Admn.), Office the Principal Chief Commissioner of Income Tax, Bengaluru, or such other places as the arbitrator may decide.

#### **2.6 Force Majeure**

Neither Security Agency nor Income Tax Department, Bengaluru 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.

#### **2.7 Court Jurisdiction**

All disputes arising out of or in any way connected with the agreement shall be deemed to have arisen at Bengaluru and only courts in Bengaluru shall have jurisdiction to determine the same.

#### **2.8 Penalty**

For convenience various penalties enforceable on breach of contract terms are summarized as under the convenience:

NATURE OF LAPSE	PENALTY
Deployed same guards continuously for more than one shift	Rs.500/- per incident. The penalty amounts shall double at the end of every three such defaults.
Non-wearing of the approved uniform while on duty	Rs.500/-per person/incident. The penalty amounts shall double at the end of every three such defaults.
Found chit-chatting, smoking, chewing pan, unwarranted loitering in corridors etc	Rs.500/- per incident. The penalty amounts shall double at the end of every three such defaults.
Delay in commencing the service	Rs.2500/- per day

## **2.9 Performance guarantee**

The Agency has submitted a Performance guarantee of Rs.1,00,000/- (Rupees one lakh only) in the form of Bank Guarantee. The performance security shall be discharged/returned on expiry and successful completion of the contract, within a period of 2 months. In case of non-execution of the contract, in part or in full, the performance security shall be forfeited, after giving due notice to the Security Agency in respect of the defective/improper performance/execution or breach of any of the terms of the contract etc. Any sum of money due or payable to the Security Agencies, including the performance security refundable to him under the contract, may be apportioned by this office, against any amount of loss/penalty/caused/imposed on the Agency, which the Service Provider may owe to Income Tax Department, under this contract or any other contract or transactions.

## **2.10 Payment**

- a) The Agency shall submit the invoices of the actual work done every month by the 5<sup>th</sup> of the following month, along with the supporting documents such as muster rolls/attendance sheets/remarks of the Nodal Officer and the actions taken thereon, etc., along with proof of ESI and PF payments. The invoices shall be submitted after getting the same attested by the Nodal Officer.
- b) The Income Tax Department, Bengaluru shall recover at source, income tax applicable on the gross bill value, payable per month to the Agency. Penalties, damages, and contract non-compliance recoveries quantified, if any, will be recovered from the monthly bill payments.
- c) The Income Tax Department, Bengaluru shall have the right to deduct from the money due to the Agency, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment 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.

- d) The Agency shall not petition for revision of rates tendered by him under any circumstance at any stage of work, either during execution or when the final claims are settled. The only exception to this will be on account of any statutory rules and laws governing tax rate or wage revisions.

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**TECHNICAL BID**

1.	Name of the organisation /firm /agency	
2.	Date of incorporation / establishment/ concern <i>(Please provide proof)</i>	
3	Address (with Telephone no.; Fax no. and E-mail, Website)	
4	Name and address of the Partners/Directors with mobile no.(In case of Firm /Company)	
5	Details of the top 3 clients in terms of number of personnel deployed during the period FY 2011-12 to FY 2013-14. <i>(Provide the work certificate with the details of the number of personnel deployed along with the addresses of the premises of each of the clients.)</i>	
6	Details of reputed clients/public bodies/government departments served during the period FY 2011-12 to FY 2013-14. <i>(Provide necessary proof along with the details of the premises managed.)</i>	
7	Total number of employees in your organisation during the period FY 2011-12 to FY 2013-14. <i>(Provide proof for the same)</i>	
8	ESI Registration No (Copy of registration to be enclosed).	
9	Contract License issued by the Labour Commissioner (Copy of registration to be enclosed).	

10	PAN card number (Copy of PAN card to be enclosed).	
11	Provident Fund Account No.	
12	Certified financial statements for the three-year period from FY 2011-12 to 2013-14 and the corresponding IT Returns.	
13	Details of demand draft/banker's cheque enclosed in respect of EMD	
14	Service Tax Registration number	

#### DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, the Company/concern will be blacklisted and will not have any dealing with the Department in future.

Date:

Signature:

Place:

Name:

### FINANCIAL BID

1	Name of the organisation /firm /agency	
2	Address (with Telephone no.; fax no. and E-mail, Website)	
3	Name and address of the Partners/Directors with mobile no.(In case of Firm /Company)	

Sl.No.	Item	Rs. / Per month
1	Billing for each security personnel per shift . <i>(Break up of basic, VDA, ESI, EPF, other allowances, etc.)</i>	
2	Other charges like management fee, service charges, etc.	
3	Applicable taxes. <i>(Provide the breakup of the different taxes)</i>	
4	Gross Amount/Grand Total payable per personnel per shift	

### DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my/our knowledge. I understand that in case any deviation is found I the above statement at any stage, the Company/concern will be blacklisted and will not have any dealing with the Department in future.

Date:

Signature:

Place:

Name:

**FORMAT OF TENDER COMPLIANCE REPORT**

To

Sub: Regarding tender for providing "Security personnel" to Income Tax Department, Bengaluru

Sir,

I have gone through the complete terms and condition of the Tender for Providing "Security personnel" to Income Tax Department, Bengaluru and accept the same.

Place:

Signature of Bidder

Date:

Name:

**FORMAT PERFORMANCE SECURITY GUARANTEE BOND FORM**

1. In consideration of the Office of the Principal Chief Commissioner of Income Tax, Bengaluru, having agreed to exempt \_\_\_\_\_(hereinafter called the said Service provider from the demand under the terms and conditions of an agreement/ No.\_\_\_\_\_dated \_\_\_\_\_made between \_\_\_\_\_ and \_\_\_\_\_for one year for the work of \_\_\_\_\_(hereinafter called the said Agreement), of security deposit for the due fulfillment by the said Service provider of the terms and conditions contained in the said Agreement, on production of a bank guarantee for \_\_\_\_\_we (name of the Bank) \_\_\_\_\_(hereinafter referred to as 'the Bank') at the request of \_\_\_\_\_(Service provider do hereby undertake to pay to Office of the Principal Chief Commissioner of Income Tax, Bengaluru, an amount not exceeding \_\_\_\_\_against any loss or damage caused to or suffered or would be cause to or suffered by Office of the Principal Chief Commissioner of Income Tax, Bengaluru, by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said agreement.

2. We (name of the Bank \_\_\_\_\_do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from Office of the Principal Chief Commissioner of Income Tax, Bengaluru, stating that the amount claimed is due by way of loss or damage cause to or suffered by the Office of the Principal Chief Commissioner of Income Tax, Bengaluru, by the reason of breach by the said Service provider of any terms or conditions contained in the said Agreement or by reason of the Service provider failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of Office of the Principal Chief Commissioner of Income Tax, Bengaluru, in these count shall be final and binding on the bank. However our Liability under this guarantee shall be restricted to an amount not exceeding\_\_\_\_\_.

3. We undertake to pay to Office of the Principal Chief Commissioner of Income Tax, Bengaluru, any money so demanded notwithstanding any dispute or dispute raise by the Service provider in any suit or proceeding pending before any court or tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge or our liability for payment there under and the Service provider shall have no claim against us for making such payment.

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken

for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Office of the Principal Chief Commissioner of Income Tax, Bengaluru, under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Office of the Principal Chief Commissioner of Income Tax, Bengaluru, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee. Unless a demand or claim under the guarantee is made on us in writing on or before the expiry of 24 months from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the Bank)\_\_\_\_\_further agree with Office of the Principal Chief Commissioner of Income Tax, Bengaluru, that Office of the Principal Chief Commissioner of Income Tax, Bengaluru, shall have the fullest liberty without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable Office of the Principal Chief Commissioner of Income Tax, Bengaluru, against and said Service provider and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service provider or for any forbearance, act or omission on the part of Office of the Principal Chief Commissioner of Income Tax, Bengaluru, or any indulgence by Office of the Principal Chief Commissioner of Income Tax, Bengaluru to the said Service provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service provider.

7. We (name of the Bank)\_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of Office of the Principal Chief Commissioner of Income Tax, Bengaluru, in writing.

Dated the                    day of                    for

(Indicate the name of the Bank)