



GOVERNMENT OF INDIA

INCOME TAX DEPARTMENT

OFFICE OF THE COMMISSIONER OF INCOME TAX (Appeals)-12
Aayakar Sadan, Bodhi Tower, 7th Floor, Room No.713, 548/B, Salisbury Park,
Gultekdi, Pune-411037.

PH: 020-24261713 e-mail:-pune.cit.ap112@incometax.gov.in

TENDER DOCUMENT

**For Providing
Security Guards on Contractual basis
For the Income Tax Office Building
Bodhi Tower, Pune**



**OFFICE OF THE
THE COMMISSIONER OF INCOME TAX (Appeals)-12
Aayakar Sadan, Bodhi Tower, 7th Floor, Room No.713, 548/B, Salisbury
Park, Gultekdi, Pune-411037.
PH: 020-24261713 e-mail:-pune.cit.apl12@incometax.gov.in**

NO. PN/CIT(A)-12/Security Guards/2018-19/

Date: 20/12/2018

NOTICE INVITING TENDER

1. The Income Tax Department, Pune intends to invite sealed tenders from firms /agencies, engaged in the business of providing manpower service, to provide a minimum of 11(Eleven) Security Guards, on contract, for Income Tax Building, at Bodhi Tower, Pune. The contract is for a period of one year which is likely to be extended up to one year at the administrative convenience of Commissioner of Income-tax (Appeals)-12, Pune.

2. Sealed Tenders, duly super scribed “**Tenders for Providing Security Guards at Income Tax Department, Bodhi Tower Building, Pune**” and addressed to “**The Commissioner of Income-tax (Appeals)-12,Pune**” are invited so as to reach **03/01/2019 at 6.00 PM**. Tenders received after stipulated date/time shall not be entertained. **The tenders will be opened on 04/01/2019 at 2.30 PM** in the presence of the Bidders or their representatives who may like to be present.

3. Detailed information/terms and conditions for the purpose either be downloaded from (i) www.incometaxindia.gov.in (ii) www.eprocure.gov.in or Tender documents and Terms & Conditions may be collected from the above said office on working days during office hours i.e. 10:00 A.M. to 5:30 P.M. on payment of non-refundable tender fee of Rs.1,000/- **Demand Draft drawn in favour of ZAO, CBDT, Pune payable at Pune**. In case the tender document is downloaded from the Department’s website, a non-refundable tender fee of Rs.1,000/- has to be paid by way of **Demand Draft drawn in favour of ZAO, CBDT, Pune payable at Pune** at the time of submission of the duly filled tender application.

**(D.R. KULKARNI)
Administrative Officer, Gr.-II,
For Commissioner of Income Tax
(Appeals)-12, Pune**



**OFFICE OF THE
THE COMMISSIONER OF INCOME TAX (Appeals)-12**
Aayakar Sadan, Bodhi Tower, 7th Floor, Room No.713, 548/B, Salisbury
Park, Gultekdi, Pune-411037.
PH: 020-24261713 e-mail:-pune.cit.apl12@incometax.gov.in

**TENDER DOCUMENT FOR PROVIDING SECURITY GUARDS
FOR OFFICE OF THE INCOME TAX DEPARTMENT, BODHI
TOWER, PUNE**

Open Tender No: Tender No.PN/CIT(A)-12/Security Guards/2018-19
Dated: 20/12/2018

INDEX

Section.	Type of Document	Page No.
I	Bid Reference	4
II.	Invitation to bid	5
III.	Instruction to Bidders	6 to12
IV.	Terms & conditions of contract	13 to 16
V	Scope of work and other conditions	17 to 22
VI	Technical Bid	23 to 24
VII	Financial Bid	25 to 26
VIII	Evaluation of Bids	27
	Annexure-A	28
	Annexure-B	29



**OFFICE OF THE
THE COMMISSIONER OF INCOME TAX (Appeals)-12
Aayakar Sadan, Bodhi Tower, 7th Floor, Room No.713, 548/B, Salisbury Park,
Gultekdi, Pune-411037.**

PH: 020-24261713 e-mail:-pune.cit.apl12@incometax.gov.in

SECTION – I

DOMESTIC COMPETITIVE BIDDING

(Through call of open Tenders)

<u>Open Tender No:</u> Tender No. PN/CIT(A)-12/Security Guards/2018-19 Dated- 20/12/2018	
Period of Contract	One year from the date of execution of contract
Earnest Money Deposit	Rs. 20,000/-
Last Date & Time for receipt of Bid	Date: 3/01/2019, at 6.00 PM
Time and Date of Opening of Technical Bid	Date: 04/01/2019, at 2.30 PM
Place of Opening of Technical Bid	Aayakar Sadan, Bodhi Tower, 7th Floor, Room No.713, 548/B, Salisbury Park, Gultekdi, Pune-411037.
The tender documents can be obtained from	Downloaded from www.incometaxindia.gov.in and www.eprocure.gov.in or can also be obtained from the Office of CIT (Appeals)-12, Aayakar Sadan, Bodhi Tower, 7th Floor, Room No.713, 548/B, Salisbury Park, Gultekdi, Pune-411037.
Tender documents can be dropped in the tender box at	Office of the CIT (Appeals)-12, Aayakar Sadan, Bodhi Tower, 7th Floor, Room No.713, 548/B, Salisbury Park, Gultekdi, Pune-411037.
Tenders addressed to:	The Commissioner of Income-tax (Appeals)-12, Pune

SECTION – II

INVITATION TO BID

Open Tender No: Tender No. PN/CIT(A)-12/Security Guards/2019-19
Dated- 20/12/2018

1. Income tax department, Pune invites sealed bids from the eligible agencies for providing minimum of 11 (Eleven) security guards, on contract, at the premises of the department in Pune Aayakar Sadan, Bodhi Tower, 7th Floor, Room No.713, 548/B, Salisbury Park, Gultekdi, Pune-411037..
2. The scope of work includes providing round clock security services with requisite number of security guards on all days including Saturdays, Sundays and National Holidays.
3. The Earnest Money Deposit/Bid Security (Refundable, if the bid is not successful) of Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft/Banker's Cheque in favour of **Zonal Accounts Officer, CBDT**, payable at Pune, has to be remitted along with bid forms.
4. The contract is for a period of one year which is likely to be extended further up to one year at the administrative convenience of Commissioner of Income tax (Appeals)-12, Pune [hereinafter referred to as CIT(A)-12, Pune].
5. The bid document can be downloaded from www.incometaxindia.gov.in and also <http://eprocure.gov.in/cppp/>.
6. The Income tax department 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.
7. The sealed tenders completed in all respect shall be submitted/dropped in the tender box kept at the office of the Commissioner of Income-tax (Appeals)-12, Aayakar Sadan, Bodhi Tower, 7th Floor, Room No.713, 548/B, Salisbury Park, Gultekdi, Pune-411037 03/01/2019 at 6.00 PM and the technical bids will be opened on 04/01/2019 at 2.30 PM in the Conference Room, 'Aayakar Sadan, Bodhi Tower, 7th Floor, 548/B, Salisbury Park, Gultekdi, Pune-411037.Pune-411044.

SECTION-III

INSTRUCTIONS TO BIDDERS

1. This Invitation for Bids is open to the agencies fulfilling the eligibility criteria as per below:

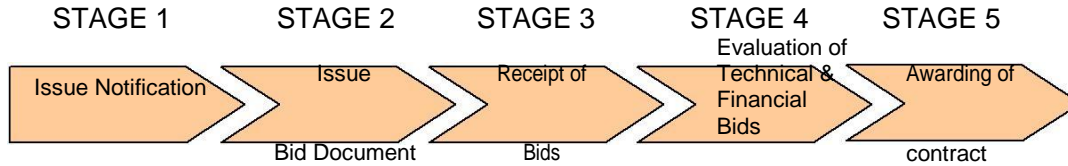
Eligibility Criteria:

- a. The Applicant Contractor (i.e. The Security Agency) should have been in the business of providing security guards and services for a minimum three years since 2015-16.
- b. The Annual Turnover of the Applicant Contractor should not be less than Rs. 50 Lakh per annum during F.Y. 2015-16, 2016-17 and F.Y. 2017-18.
- c. The Applicant Contractor should be in possession of requisite license from State government or other competent authorities for running an agency to provide manpower services.
- d. The rates quoted by the bidder for the basic pay as well as benefits such as PF, Bonus, ESIC, etc. should be as per the prevalent Minimum Wages Act, 1948 and other mandatory legal provisions in this regard.
- e. The antecedents of the personnel should have been got verified from the local Police Station, at the instance of the Contractor and a copy of such verification reports should be submitted within 15 days from date of contract.
- e. The Applicant contractor should have complied with all the legal provisions pertaining to his/its line of business.
- f. The Applicant contractor should have a reputed client list.
- g. The Applicant Contractor should be in a position to supply the requisite number of Security Guards / Worker personnel within 3 days of execution of agreement.
- h. The Applicant contractor should be able to provide additional Security Guards as required by the department during currency of the contract.
- i. The Applicant contractor should be able to provide 2 set of uniforms to Security Guards as decided by the department.

2. 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 rejection of the bid.

2.1 Process

Selection of a successful vendor / Service Provider will involve a five (5) stage approach before issuance of Work Order/letter of appointment. The approach follows the Indian Government's Central Vigilance Commission (CVC) guidelines.



3. The bidder is required to fill up the Profile of his Organization and other details in the format given as per **Annexure – A** of the Bid Document.

4. The bids are to be submitted in two parts in separate sealed envelopes, i.e., Technical Bid and Financial Bid.

5. The Technical Bid (Section-V) submitted by the bidder shall include the following:

(a) Full particulars of Govt. or other organizations, where the agency has carried out contract of providing Security Guards / Worker personnel for a period of two years. (Self-attested copies of the relevant work orders are to be enclosed).

(b) Copy of the statement of accounts viz. balance sheet, Profit and Loss Account, audited if applicable, and Income tax return particulars of the bidder for the 3 financial years i.e. 2015-16, 2016-17 & 2017-18 are to be submitted.

(c) A copy of PAN card.

(d) Copy of 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 that their firm is exempted & is not required to obtain any such Registration or approval or order from the Labour Commissioner.

(e) Information regarding any litigation, current or during the last three years in which the bidder was/is involved, the opposite party(s) and the disputed amount.

(f) Details 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 to be enclosed).

(g) Earnest Money Deposit (EMD) of Rs. 20,000/- by means of demand draft Pay/Banker's Cheque drawn in favour of Zonal Accounts Officer, CBDT, payable at Pune

6. Sealing and Marking of Bids:

(a) The Technical Bid along with EMD instrument and requisite documents (listed in Para 5 above) shall be placed in one sealed envelope super scribed '**Technical Bid**'. The Financial Bid shall be kept in a separate sealed envelope super-scribed '**Financial Bid**'. Both the envelopes shall then be placed in one single, sealed envelope super scribed '**Bid for Providing Security Guards at Income Tax Department Pune**' and shall be addressed to the Commissioner of Income Tax (Appeals)-12, Pune. The bidder's name, telephone number and complete mailing address shall be indicated on the cover of the outer envelope.

(b) Both the inner envelopes super-scribed Technical Bid and Financial Bid shall have the name and address of the bidder so that if required, they may be returned to the bidder without opening them.

(c) If the outer and inner envelopes are not sealed and marked as required, the Income-tax department shall assume no responsibility for the bid's misplacement or premature opening.

(d) If for any reason, it is found that the Technical Bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is enclosed in the envelope super-scribed, "**Technical Bid**", the Bid document will be summarily rejected in the first instance itself.

(e) All the Bid documents submitted shall be serially page numbered and contain the table of contents with page numbers.

(f) The applicants should submit/drop their bids in separate sealed envelopes, which in turn should be placed into a sealed larger envelope (Maximum Width of 10 Inch), in the 'Tender Box' kept in the Office of 'Aayakar Sadan, Bodhi Tower, 7th Floor, Room No.713, 548/B, Salisbury Park, Gultekdi, Pune-411037 by 6.00 PM on 03/01/2019. No acknowledgement, in respect of receipt of any bid, shall be issued.

7. Deadline for Submission of Bids:

(a) Bids must be received by the Income-tax Department at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Income-tax Department, the Bids will be received up to the given time on the next working day.

(b) The Income-tax Department may, at its discretion, extend the deadline for submission of bids which will be binding on all the bidders.

(c) Any bid received by the Income-tax Department after the deadline for submission of bids prescribed by the Income-tax Department in the bid, document will be rejected and will not be opened.

8. Modifications and Withdrawal of Bids:

- (a) No modification or substitution of the submitted application shall be allowed.
- (b) An applicant may withdraw its Tender after submission, provided that written notice of the withdrawal is received by the Income-tax Department before the due date for submission of Applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions.
- (c) The withdrawal notice shall be prepared in Original only and each page of the notice shall be signed and stamped by authorized signatories. The copy of the notice shall be duly marked "WITHDRAWAL".

9. Validity:

Bids shall remain valid for 90 days after the date of bid opening prescribed by the Income-tax Department. A bid valid for a shorter period shall be rejected by the Income-tax Department as non-responsive.

10. Opening and Evaluation of Technical Bids:

- (a) The Tender Committee appointed by the Income-tax Department will open all Technical Bids in the first instance on the appointed date, time and venue.
- (b) During evaluation of the bids, the Income-tax Department may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing.
- (c) No bidder shall contact the Income-tax Department on any matter relating to his bid from the time of the bid opening to the time the issue of work order. All bidders are strongly advised to furnish all material information in the bid itself.
- (d) Any effort by a Bidder to influence the Income-tax Department in its decisions on bid evaluation, bid comparison or work order decision will result in rejection of the bid.

11. Opening and evaluation of Financial Bids:

- (a) The results of the bid will be communicated in writing to the qualifying bidder. The unsuccessful bidders will be notified separately.
- (b) The Price Bid shall comprise the price component for all the services indicated in the Section-V of the bid document. The price quoted by the bidders shall include all applicable taxes, wherever applicable. The bidder shall include GST and surcharges etc. as applicable on the services that are provided under this contract in the lump sum rates quoted and Income-tax Department would not bear any additional liability on this account.
- (c) Income-tax Department shall however, deduct such tax at source as per the rules and issue necessary certificates to the Agency. The prices once accepted by the Income-tax department shall remain valid till the contract remains in force.

- (d) Rates shall include statutory obligations as may be applicable.
- (e) The rates are inclusive of all (i.e. Provident Fund, ESI, Bonus, Gratuity, Paid Leave, pay for National Holidays, Uniform Allowance, Operational Cost, Service Charges and all other levies that are applicable from time to time shall be met within the total invoice value.
- (f) Prices shall be quoted in Indian rupees only.
- (g) Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, his bid will be rejected.
- (h) The administrative charges quoted shall not be less than 1% of the Basic and Variable Dearness Allowances.
- (i) In case Final rates as per Financial Bid quoted by two or more technically qualified bidders are same, then preference would be given to bidders having higher turnover during FY 2017-18. In case turnover is identical preference would be given to bidder having greater years of experience of continuously providing physical security services as evidenced from previous say certified work contract orders submitted along with the bid.

12. Payment terms.

The contract payment shall be made as per the payment schedule mentioned below:

- (a) Monthly bills submitted in duplicate by the agency for the security services rendered in the preceding month, shall be paid after submission of bills in duplicate duly complete in all respects. The payment for the work will be released only after production of attendance records certified by the respective Controlling Authorities and production of copies of Acquaintance rolls/pay sheets for proof of payment of wages to the personnel. The monthly bills should also be accompanied by the proof of payment of PF/ESI & Service tax challans. Inadequate supply of personnel will attract deduction at pro-rata basis from the work bill towards compensation. The decision of the Commissioner of Income-tax (Appeals)-12, Pune shall be final and binding in this regard.
- (b) If the performance of the personnel provided by the agency is not found satisfactory, the Commissioner of Income-tax (Appeals)-12, Pune shall have power to terminate the contract with one month's notice. Upon such termination, the amount of performance guaranty of the Agency shall be liable to be forfeited and shall be absolutely at the disposal of the department.
- (c) If at any time during the period of contract, the SCOPE OF WORK for which this job has been awarded is reduced /abandoned, the payment value of this job order shall be reduced on pro-rata basis by the Income-tax department and the decision of Commissioner of Income-tax(Appeals)-12, Pune, shall be binding on the Agency.

13. The Income-tax department, without assigning any reasons, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or bidders of the grounds for the action Income-tax department.

14. The Bidder shall sign his bid with the exact name of the concern to which the contract is to be awarded.

(i) In case Final rates as per Financial Bid quoted by two or more technically qualified bidders are same, then preference would be given to bidders having higher turnover during FY 2017-18. In case turnover is identical preference would be given to bidder having greater years of experience of continuously providing physical security services evidenced from provisions security certified work contract orders submitted along with the bid.

15. The Bid document filed by the bidder shall be typed or written in indelible ink. No over writing or cuttings shall be permitted.

16. The Income-tax department reserves the right to reject the bid having deviations from the prescribed terms and conditions.

17. The vendor shall not subcontract or permit anyone other than himself to perform any of the work, service or other performance required of the vendor under the contract.

18. Prior to the submission of Bid, the Bidder/authorized representative shall personally inspect the Income-tax department offices and facilities specified in the Bid at his own cost and under prior intimation to the Administrative officer, Gr.-III, Pune. This is necessary to enable the bidder to gather all the information, so as to prepare the Bid accurately after taking into consideration all the relevant factors. Submission of the bid will, therefore, be considered as meeting the requirements of bidder having fully read and understood the tender document and the scope of work prescribed therein.

19. Making misleading or false representation in the bid document will lead to disqualification of the Bidder at any stage.

20. Where the bid has been signed by the Authorized Representative on behalf of the concern, the bidder shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract. (Income-tax department may out rightly reject any bid, which was not supported by adequate proof of the signatory's authority).

21. Department reserves the right to negotiate the price with the **finally** short listed bidder before awarding the contract. It may be noted that I.T .department will not entertain any price negotiations with any other bidder.

Read and accepted.

Signature and stamp of

Bidder or Authorized Signatory

SECTION-IV

TERMS & CONDITIONS OF CONTRACT

1. No alteration shall be made in any of the terms and conditions of the bid document by scoring out. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be ignored.
2. A sum of Rs. 20,000/- (Rupees Twenty Thousand Only) must be deposited as Earnest Money Deposit (EMD) by means of Bank Draft drawn in favour of **Zonal Accounts Officer, CBDT**, payable at Pune, and must accompany the technical bid in the sealed envelope without which the Bid will be rejected. The said amount shall be forfeited, if the successful bidder fails within the time fixed by the Income-tax department to sign the contract on terms contained in the bid document.
3. The successful bidder will submit a Performance Guarantee, within 15 days after the receipt of Letter of Intent @ 5 % of the tendered value of contract. The Performance Guarantee will be refunded to the Agency on completion of contract period without interest after deducting liabilities if any. For other Bidders, the Earnest money instrument will be returned within 15 days of the completion of the financial evaluation of the tenders.
4. No bid will be considered unless and until all the pages documents comprising the Bid are properly signed and stamped by the persons authorized to do so.
5. 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.
6. The terms and conditions of contract given in this Section along with the Instructions to Bidders in Section III shall be signed and returned in the envelope marked as '**Technical Bid**' otherwise the tender will be rejected.
7. The Income-tax department does not bind itself to accept the lowest bid.
8. 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.
9. 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.

10. In the event of the Agency failing to fulfill 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 amount of performance guarantee 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.

11. 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 of any of the workers, agents any others deployed by the Agency in the course of providing any services stated in this contract.

12. 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.

13. 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 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.

14. It shall be the responsibility of the Agency to comply with the provisions of various Labour Laws. The Agency shall faithfully discharge all the liabilities under the labour laws. The Agency shall indemnify the Income-tax department against the claims arising out of non-fulfilment of obligations by him under the various labour laws.

15. 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.

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 at least 60 days before the intended date for discontinuation. But it will lead to forfeiture of its Security deposit (EMD) 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 amount of performance guarantee 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 agency shall comply with all statutory liabilities and obligations of State and central government.

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

21. The Income-tax department shall have right to periodical inspection with a view to ensuring strict adherence to deployment of all Security Guards / Worker personnel at the designated properties and spots.

22. The Agency shall be required to enter into an agreement on a non – judicial stamp Paper of not less than Rs.500/- on receiving the intimation/letter of intent and to start the work within 03 days of the signing of Deed/Agreement.

23. Requests for Information

Bidders are required to direct all communications related to this document through the designated Contact person AO, Gr.-II, O/o , 'Aayakar Sadan, Bodhi Tower, 7th Floor, Room No.713, 548/B, Salisbury Park, Gultekdi, Pune-411037.. 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.

24. Tenure of the contract:

Initially, this agreement shall remain in force for the period of 12 months w.e.f. execution of contract, with the provision of extending it at administrative convenience on satisfactory performance of contract by the agency/vendor.

25. Arbitration:

In the event of any dispute or differences arising as to the execution of the contract or 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.

Read and accepted.

Date Signature and stamp of the Bidder

or Authorized signatory, Place

SECTION- V

SCOPE OF WORK AND OTHER CONDITIONS

- 1.** The agency shall be provide round the clock security services at the Aayakar Sadan, Bodhi Tower, Salisbury Park, Gultekdi, Pune-411037. with requisite security guards in various categories on all days including satudays, Sundays and all national Holidays.
- 2.** The agency shall be provide round the clock high standard security on a 24X7 basis on all days to safeguards the premises and assets on Aayakar Sadan, Bodhi Tower, Salisbury Park, Gultekdi, Pune-411037. The agency shall ensure full security to the premises and its property from pilferages and maintain the standard and norms to protect the above premises from other insecurities.
- 3.** The agency shall ensure proper locking of premises, common areas 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 authority immediately. If after departmental enquiry, it is found that the loss has offered due to negligence 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 or by any other means.
- 4.** Income tax department may increase or decrease the requirement of manpower and the agency shall be bound to provide/ adjust the personnel accordingly and shall be construed as a part of agency performance.
- 5.** The agency shall submit bio data along with identity proof, address proof of each security guard duly verified, before the commencement of the contract.
- 6.** During the surprise check by any of the authorised officers of Income Tax Department, if a particular guard is found negligent/ sleeping/drunk on duty/indulging into abuse of habit forming substances, 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.
- 7.** The agency shall ensure immediate identification and proper handling of unclaimed materials 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/logbook of security personnel.
- 10.** The agency shall provide proper uniforms, identity card, badges, whistle, lathi, emergency lamp torch, umbrellas, rain coat etc to supervisor and guards deployed in the premises of Income Tax Department, Pune.
- 11.** All the security guards posted shall be in sound health.
- 12.** The rotation of duties shall be effected at various locations inside complex. They should note down the entry and movement of the vehicles, men and materials. They should collect the pass/delivery challans issued by the officers incharge 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 termination of contract.
- 14.** The security guards should not accept any registered post, speed post or any signed documents from courier agency on any working day or holidays.
- 15.** 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 and binding on the agency.
- 16.** 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 if required so, by the agency.
- 17.** The performance guarantee shall be kept in the custody of the Income Tax Department till the expiry of the contract and 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, Pune. 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.
- 18.** Income Tax as applicable will be deducted at source from each bill for which necessary PAN is required to be provided.

- 19.** The work shall be executed as per the directions and to the satisfaction of the officer incharge.
- 20.** No person below the age of 18 years shall be deployed jon the security work by the agency.
- 21.** 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.
- 22.** The contract will be terminated by the competent authority if the performance of the agency is found unsatisfactory at any point of time.
- 23.** During the contract period, the agency shall make salary and other payments and provide other things in time without waiting for the bill payments passed and paid by the Income Tax Department.
- 24.** The agency shall have its own monitoring system to ensure that the guards are available at the designated points during their working shifts.
- 25.** The contractor shall provide dedicated security guards and any change jin the personnel supplied should be made only in very exceptional circumstances. 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. This shall exclude the half hour lunch break, turn by turn.
- 26.** The expenses on uniforms, other accessories, rain wear etc, shall be borne by the contractor alone.
- 27.** 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 bills, on monthly basis.
- 28.** 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 behave.

- c) Once the guard has been allotted as spot/site he/she shall remain in the same position till he/she is shifted.
- 29.** In case of security guard remaining absent from duty, a substitute shall be provided by the contractor immediately. In case of 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 31 below.
- 30.** The security guards shall initially be deployed in THREE shifts 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 three parts

Morning: 7:00 AM to 3:00 PM.

3:00 PM to 11:00 PM.

11:00 PM to 7:00 A.M

31. Liability of the contractor –

- a)** The contractor shall, on award of the contract, furnish the list containing name and address of the labourers sent to the contractee.
- b)** The contractor shall maintain an attendance register of its workers which shall be subject to check by the concerned office of contractee.
- c)** The contractor shall be responsible to ensure compliance of provisions of all enactments, laws, rules and instructions in force and application thereto. The contractor shall be liable to ensure compliance of Contract Labour Regulation and Abolition Act 1970, Minimum Wages Act 1948, Workmen Compensation Act 1933 and all other laws / Act as may be applicable.
- d)** The contractor shall ensure that its manpower maintain total discipline and pay due respect and regard to the employees of the contractee.
- e)** Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- f)** The cost of damage/ loss caused to the department shall be recovered from the security deposit and other payments due to contractor.

- g)** Contractor shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. The office of the CIT(A)-12, Pune shall have no liability whatsoever in this regard and the Contractor shall indemnify the CIT(A)-12, Pune against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.
- h)** The contractor should be registered under ESIC and PF Acts and other relevant statutory enactments dealing with employment of labour. All existing statutory regulations of both the State as well as Central Government shall be adhered to by the contractor and all record maintained thereof shall be available for scrutiny by this office. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
- 32.** Income tax as applicable will be deducted at source from each bill for which necessary PAN No. is required to be provided.
- 33.** The work shall be executed as per the directions and to the satisfaction of the officer in charge.
- 34.** No person below the age of 18 years shall be deployed by the Agency.
- 35.** 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.
- 36.** The contract will be terminated by the competent authority if the performance of the Agency is found un-satisfactory at any point of time.
- 37.** 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.
- 38.** The expenses on 2 set of uniforms, other accessories, rain-wear etc. shall be borne by the contractor alone. Pattern of uniform will be decided by the CIT(A)-12, Pune.
- 39.** In case of any personnel 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 the personnel.

- 40.** During the term of contract number of security guards may be increased or decreased on the re-assessment of requirement by the CIT(A)-12, Pune.
- 41.** The Contractor shall ensure that his workers do not participate in any trade union activities, agitation in the premises of the Aayakar Sadan, Bodhi Tower, Salisbury Park, Gultekdi, Pune-411037. Any such activity shall be treated as serious breach of discipline and deficiency in service, which may lead to termination of contract.
- 42.** The workers of the Contractor shall not have no claim whatsoever over the facilities / amenities that are extended to the officers and staff of this office.
- 43.** In case of non-compliance of the above terms and condition of the contract, a penalty may be levied on the basis of certificate signed by the controlling authority. The penalty for some of the defaults is as under:

Sr.No.	Nature of Default	Penalty Rs.
1	Late reporting	Rs.100/-per day
2	Non reporting	Rs.500/-per day
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

SECTION-VI

TECHNICAL BID

(On the letter head of the concern submitting the bid)

To

The Commissioner of Income-tax (Appeals)-12,
Aayakar Sadan, Bodhi Tower,
7th Floor, Room No.713, 548/B,
Salisbury Park, Gultekdi,
Pune-411037.

Ref: Tender No. _____ Dated _____

Sir,

I/We hereby undertake to provide the Security Guards at various premises of Income tax department, Pune, as specified in the Bid/tender document and agree to hold this offer for a period of 90 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

I/we have understood the Instructions to Bidders and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.

Certified that I/we have the experience of more than **three** years in providing manpower services and related works. Certified copies of at least one work-order pertaining to each of the last three years are enclosed with this bid.

A detailed profile of the organization as filled in as prescribed in the **Annexure -A** of the bid document is enclosed with this bid. Other details required to be submitted with this bid as per the bid document are also enclosed as follows:

(a) Copy of valid Empanelment Certificate/ Valid License from appropriate authority for undertaking manpower services contract

(b) List of reputed Clients along with documentary evidence
(Self-attested copies of the relevant work orders are to be enclosed).

(c) Copy of the audited balance sheet, Profit and Loss Account of the bidder for the F.Y. 2015-16, 2016-17 and 2017-18, audited/unaudited balance sheet and profit & loss account certified by the auditor.

(d) A copy of PAN card.

(e) Copy of 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 or approval or order from the Labour Commissioner, the agency is required to produce an affidavit signed by the authorized signatory of the agency that their firm is exempted & is not required to obtain any such Registration or approval or order from the Labour Commissioner).

(f) Note on compliances of liabilities & obligations of State and Central Government.

(g) Information regarding any litigation, current or during the last three years in which the bidder was involved, the opposite party(s) and the disputed amount. If the information regarding any litigation is NIL then the same should be specifically mentioned.

(h) Details 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 to be enclosed). If the information on this point is NIL then the same should be specifically mentioned.

(i) Earnest Money Deposit (EMD) of Rs. 20,000/- by means of demand draft Pay/Banker's Cheque drawn in favour of **Zonal Accounts Officer, CBDT**, payable at Pune.

(j) Declaration on Labour Laws as per Annexure B.

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully, Signature and
stamp of the Bidder or
Authorized signatory

Dated this ____ day of _____ of 2019

Telephone: __ _____

FAX _____

Address _____

E-mail _____

Company Seal.

Signature of the bidder.

SECTION-VII

FINANCIAL BID

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the Financial Bid for providing 3 approx. Security Guards at the premises of Income-tax Department at Bodhi Tower, Pune in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

The Price quoted by us for the scope of work detailed in Section V of the bid document is as below:

1. Name, address and telephone No.
Of the Bidder/Applicant Contractor
2. Rate Chart per guard 30 days

This rate should be quoted as per the prevalent rates of Minimum Wages Act, 1948. The benefits such as PF, ESIC, Bonus, Gratuity, Leave Encashment etc. should be quoted as applicable under the respective Act. The prescribed proforma given below for quoting rates should be strictly followed.

PROFORMA FOR QUOTING RATES

Sr. No.	Details	Rate per guard for 30 days
1	Basic	
2	Variable Dearness Allowance	
3	Total	
4	HRA	
5	Conveyance Allowance	
6	Washing Allowance	
7	ESI	
8	Provident Fund	
9	Bonus	
10	Gratuity	
11	Leave Encashment	
12	Paid Holiday	
13	Labour Welfare Fund	
14	Clothing	
15	Total of 3 & 4	
16	Agency Charges	
17	Grand Total (15+16)	

3. Total Charges per guard for 30 days, including GST Rs.

4. Total value of contract for 3 guards for 12 Months including GST Rs.

Signature with date: _____

Name of the Firm: _____

Seal: _____

**Name and Signature of the
Authorised Signatory**

Note: In case of revision of variable dearness allowance or increase in minimum rates of wages by the Regional Labour Commissioner (c), same will be reimbursed to the contractor on production of payment of the same to the workers (Guards). Consequent to increase in VDA or minimum wages, the increase in other benefits like PF, ESIC, etc., will be reimbursed to the contractor on production of proof of payment of such other benefits.

Tender will be opened on 04/01/2019 at 2.30 hrs conference Hall, 'Aayakar Sadan, Bodhi Tower, 7th Floor, Salisbury Park, Gultekdi, Pune-411037, in front of bidders or their representative.

SECTION-VIII

EVALUATION METHOD

The criteria of selection as well as rejection.

1. The bidder should fulfill eligibly criteria mentioned in Section-III of this document to be able to qualify for consideration at the stage of technical evaluation: i.e. Only those Bid(s) shall be treated as responsive bid(s) which fulfills all the criterion/parameters
2. Incomplete tenders would be rejected.
3. Tendering process shall be finalized only when there are at least three responsive bids.
4. In a normal situation, the contract shall be awarded to the lowest responsive bidder. However, mere Lowest rates is not the sole criteria of selection.
5. Without affecting the sanctity of the above criterion, Income-tax department, Pune reserves rights to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and if the situation so warrants in the interest of the department.
6. Income-tax department, Pune reserves the right to accept or reject any or all bids without assigning any reasons
7. Income-tax department, Pune also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.

The parameters and process for Evaluation.

1. The technical bids will be evaluated by the screening committee on the basis of following parameters.
 - i) Past performance
 - ii) Credentials
 - iii) Financial capacity with respect to gross receipt
 - iv) Evaluation of competency done by Tender Committee
 - v) Fulfilment of provisions of legal obligations.
2. Evaluation of these parameters shall be based on documents and information submitted by the bidders without recourse to extrinsic evidence.
3. Financial bids of those who qualify after the evaluation of technical bids by screening committee would be opened later, the date of which will be intimated to the qualified bidders separately.

.....

Annexure -A

PROFILE OF ORGANIZATION

Sr. no.	Particulars	Details
1	Name of the Firm/Agency	
	Address with email, Phone, Fax, Mobile Nos :	
2	Name and address of the Proprietor/ Partners/Directors and their PAN	
3	Details of Registration Labour Commissioner having jurisdiction over the territory or exemption certificate, if any.	
4	Year of Establishment of the firm experience in the execution of security services contracts:	
5	PAN/TIN No: (enclose copies)	
6	Service Tax No: (if any)	
7	Details of works executed during the last 3 years (add documentary proof of the same) with satisfactory completion certificates of the concerned organizations	
8	List of similar work undertaken/in hand at present(proof documents)	
9	Whether sufficient number of Security Guards / Worker personnel in each category is available with the Applicant Contractor (Furnish Documentary evidence)	
10	Details of Demand Draft/Banker's Cheque in respect of Earnest Money	
11	Any other information in support of their past antecedent ,present experience, approach & methodology of work, competency to execute contract, financial capacity etc.	

Note: Please attach extra sheet in support of your information, if space in the column is insufficient. It is requested to visit the site and ascertain the quantum of work before submitting the tender.

Signature & Seal of bidder.

Annexure B

Declaration

In case my bid is successful, I undertake to pay Minimum Wages and other mandatory statutory payments to the security guards/ workmen deployed by me. I understand that violation of Labour Laws may result not only in termination of contract, but also other adverse consequences such as being black listed for future tenders.

Date:

**Signature and stamp of bidders or
Authorized Signatory.**