



OFFICE OF THE

COMMISSIONER OF INCOME TAX (A)-2

B.O.BHAVAN, 2nd FLOOR, S.NO.47, PLOT NO.1, PUNE-SATARA MARG, PUNE 411009

Phone – 020-24226686, Fax: 24226686

NO. PN/CIT(A)-2/e-Tendering/ security /2018-19/

Date: 11.09.2018

NOTICE INVITING TENDER

1. The Income Tax Department, Pune intends to hire 8 (Eight) unarmed Security Guards for the security at Income Tax Office, **“Aayakar Bhavan” 12, Sadhu Vaswani Road, Pune 411001**. 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 (A)-2, Pune.
2. Sealed Tenders, duly super scribed **“Tenders for Providing Security Services at, “Aayakar Bhavan” 12, Sadhu Vaswani Road, Pune 411001”** and addressed to **“The Commissioner of Income-tax, (Appeals)-2 Pune”** are invited so as to reach the Tender Box kept in Room No.203, 2nd Floor, B.O. Bhavan, S.NO.47, Plot NO.1, Pune-Satara Marg, Pune 411009 **not later than 12.00 hours noon on 25.09.2018**. Tenders received after stipulated date/time shall not be entertained. **The tenders will be opened on the same day at 15.00 hours** 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 **www.incometaxindia.gov.in** or **eprocure.gov.in**. It can also be obtained from the Administrative Officer Gr-III, O/o the CIT (A)-2, Pune, Room No. 203, 2nd Floor, B.O. Bhavan, S.NO.47, Plot NO.1, Pune-Satara Marg, Pune 411009 during the regular office hours i.e. 10:30 A.M. to 05:30 P.M. on payment of non-refundable tender fee of **Rs.1,000/- by Demand Draft/ Pay Order 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/- by Demand Draft/ Pay Order drawn in favour of ZAO, CBDT, Pune payable at Pune** has to be paid at the time of submission of the duly filled tender application.

(Shashi Bhushan Prasad)
Commissioner of Income Tax (A)-2, Pune



GOVERNMENT OF INDIA

INCOME TAX DEPARTMENT

OFFICE OF THE COMMISSIONER OF INCOME TAX (APPEALS)-2, PUNE
B.O.BHAVAN, 2ND FLOOR, S.NO.47, PLOT NO.1, PUNE-SATARA MARG, PUNE 411 009

TENDER DOCUMENT

**for Providing Security Services at
Income tax Department, Aayakar Bhavan,
12, Sadhu Vaswani Road, Pune 411 001**



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(Shashi Bhushan Prasad)
Commissioner of Income Tax (A)-2, Pune



सत्यमेव जयते

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NO. PN/CIT(A)-2/e-Tendering/Security/2018-19/

Date: 11.09.2018

TENDER DOCUMENT FOR HIRING OF SECURITY GUARDS

AT THE INCOME TAX OFFICE, THE CIT(A)-2, PUNE

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OFFICE OF THE
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Phone – 020-24226686, Fax: 24226686

SECTION – I

DOMESTIC COMPETITIVE BIDDING

(Through call of open Tenders)

Open Tender No: PN/CIT(A)-2/Security/2018-19 Dated: 11.09.2018	
Period of Contract	01.10.2018 to 30.09.2019 with the provision of further extension
Earnest Money Deposit	Rs. 10,000/- by Demand Draft
Last Date & Time for receipt of Bid	Date: 25.09.2018, Time: 12.00 noon
Time and Date of Opening of Technical Bid	Date: 25.09.2018, Time: 15.00 Hrs
Place of Opening of Technical Bid	Room No.203, 2 nd Floor, B.O. Bhavan, S.No.47, Plot No.1, Pune-Satara Marg, Pune 411009
The tender documents can be obtained from	downloaded from www.incometaxindia.gov.in or eprocure.gov.in , It can also be obtained from the Administrative Officer Gr. III, Room No.203, 2 nd Floor, B.O. Bhavan, S.No.47, Plot No.1, Pune-Satara Marg, Pune 411009
Tender documents can be dropped in the tender box at	Room No.203, 2 nd Floor, B.O. Bhavan, S.No.47, Plot No.1, Pune-Satara Marg, Pune 411009
Tenders addressed to:	The Commissioner of Income-tax (A)-2, Pune

SECTION - II

INVITATION TO BID

Open Tender No: PN/CIT(A)-2/Security Guard/2018-19 Dated 11.09.2018

1. Income-tax Department, Pune invites sealed bids from the local **(Registered Office / Head office / Branch Office situated at Pune)** eligible agencies for providing **8 (Eight) trained Unarmed Security Guards** at **"Aayakar Bhavan" 12, Sadhu Vaswani Road, Pune 411001 (Annexure-A).**

2. The scope of work includes providing round the clock security services with requisite Nos. 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. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft in favour of **Zonal Accounts Officer, CBDT, Pune** payable at Pune, has to be remitted along with bid forms.

4. The contract is for a period of one year from 01.10.2018 to 30.09.2019, which is likely to be extended further at the administrative convenience of The Commissioner of Income tax (A)-2, Pune [hereinafter referred to as CIT (A)-2, Pune.

5. The bid document can be downloaded from **www.incometaxindia.gov.in** or **<http://eprocure.gov.in>**.

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 Administrative Officer Gr. III, Room No. 203, 2nd Floor, B.O. Bhavan, S.NO.47, Plot NO.1, Pune-Satara Marg, Pune 411009 not later than 12.00 noon on 25.09.2018 and the technical bids will be opened at 15.00 hrs on the same day in Room No. 203, 2nd Floor, B.O. Bhavan, S.NO.47, Plot NO.1, Pune-Satara Marg, Pune 411009.

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 (security agency) should have been in the business of providing security guards & services for a minimum three years, i.e. Since A.Y. 2015-16.

b. The Annual Turnover of the Applicant Contractor should not be less than Rs. 1.0 Crore during A.Y. 2017-18 and that of Rs. 80 Lakh in A.Y. 2016-17 and 2015-16.

c. The Applicant Contractor should be in possession of requisite license from State government or other competent authorities for running security agency.

d. The rates quoted by the bidder for the basic pay as well as benefits such as PF, ESIC, Bonus, Gratuity, Leave Encashment, etc. should be as per the prevalent Minimum Wages Act, 1948.

e. Guards should have their antecedents 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.

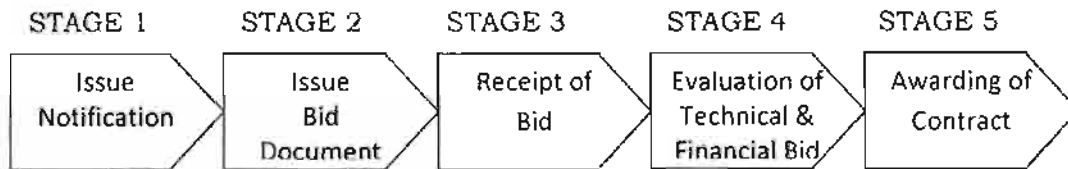
g. The Applicant Contractor should be in a position to supply the requisite number of guards within 7 days of execution of agreement i.e. the Guards should take their positions, at various sites at appropriate time.

h. The Applicant contractor should be able to provide additional guards required by the Department during the tenure of the contract.

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-VI] submitted by the bidder shall include the following:**

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

(b) Copy of the audited balance sheet, Profit and Loss Account and Income tax return particulars of the bidder for the previous 3 Assessment Years (2015-16, 2016-17 and 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. 10,000/- (Rupees Ten thousand only) by means of demand draft drawn in favour of The 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 8 (Eight) Security Guards at "Aayakar Bhavan" 12, Sadhu Vaswani Road, Pune 411001**' and shall be addressed to the Commissioner of Income (A)-2, 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 Room No.203, 2nd Floor, B.O. Bhavan, S.NO.47, Plot NO.1, Pune-Satara Marg, Pune 411009 by 12.00 noon on 25.09.2018. No acknowledgement in respect 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 of 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-III of the bid document. The price quoted by the bidders shall include all applicable taxes, wherever applicable. The bidder shall include Service tax 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 charges/taxes i.e. Provident Fund, ESIC, 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) The decision of the Tender Evaluation Committee will be final in respect of the correction of typographical and arithmetical errors.

12. Payment terms.

The contract payment shall be made as per 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, log register for each security point duly certified by the respective Controlling Authorities and production of copies of Acquaintance rolls/pay sheets for proof of payment of wages to the security personnel. The monthly bills should also be accompanied by the proof of payment of PF/ESI & Service tax challans. **Inadequate supply of Security Guards will attract deduction at pro-rata basis from the work bill towards compensation.** The decision of the Commissioner of Income-tax (A)-2, Pune shall be final and binding in this regard.

(b) If the performance of the security services by the agency is not found satisfactory, the Commissioner of Income-tax (A)-2, Pune shall have power to terminate the contract with one month's notice. Upon such termination, the security deposit 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 the Commissioner of Income-tax (A)-2, 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.
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 office and facilities specified in the Bid at his own cost and under prior intimation to the O/o the CIT(A)-2, 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 Income-tax 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. 10,000/- (Rupees Ten Thousand Only) must be deposited as Earnest Money Deposit (EMD) by means of Bank Draft drawn in favour of **The Zonal Accounts Officer, CBDT, Pune** 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 Section-II & IV, 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 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.

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 damage 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 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 his 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 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. Further, a copy of the pay slip of each employee should be endorsed along with the certificate submitted by the agency to the Income-tax Department. The pay of each employee be disbursed through banking channel only.

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 categories of guards at the designated properties and spots.

22. The agency shall comply with requirement of additional guards within 7 days of the work order.

23. 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 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 Administrative Officer Gr. III, O/o The Commissioner of Income Tax (A)-2, Room No. 203, 2nd Floor, B.O. Bhavan, S.NO.47, Plot NO.1, Pune-Satara Marg, Pune 411009.

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 the any bidder 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. Tenure of the contract:

Initially, this agreement shall remain in force for the period of one year with the provision of extending it for one year at the administrative convenience of the Commissioner of Income Tax (A)-2, Pune.

26. 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

1. The agency shall provide round the clock (24 x 7) security services at Income Tax Office, **"Aayakar Bhavan" 12, Sadhu Vaswani Road, Pune 411001** with requisite security guards in various categories on all days including Saturdays, Sundays and National holidays.
2. The Agency shall provide round the clock high standard security on a 24 x 7 basis on all the days to safeguard the premises and assets of Income-tax Department in Pune. The agency shall ensure full security to the premises and its property from pilferages and maintain the standard security norms to protect the above premise from other insecurities.
3. 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 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. 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 bio data along with identity proof, 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/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 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, whistle, lathi, emergency lamps torch, umbrellas, rain coats etc. to supervisor and guards deployed at Income Tax Office, **"Aayakar Bhavan" 12, Sadhu Vaswani Road, Pune 411001** All the security guards posted shall be in sound health.

11. The rotation of duties shall be effected at various locations inside complex. 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 termination of contract.

14. The Security guards should not accept any Registered Post, Speed Post or any signed document from Courier agency or individuals 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 cooperate with the officials, visiting guests. In case of report of any compliant 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.

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 & 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 No. is required to be provided.

19. The work shall be executed as per the directions and to the satisfaction of the officer in charge.

20. No person below the age of 18 years shall be deployed on 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 un-satisfactory at any point of time.

23. During the contract period, the Agency shall make salary & other payments and provide other things in time through digital/ electronic mode or through any banking instruments only without waiting for the bill payments passed and paid by Income-tax Department.

24. The Agency shall have it's 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 in 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 bill, 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 behaved.
- c) Once the Guard has been allotted a spot/site he shall remain in the same position till he is shifted.

29. 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 31 below.

30. The Security Guards shall initially be deployed at Income Tax Office, "Aayakar Bhavan" 12, Sadhu Vaswani Road, Pune 411001.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 the tenure of the contract, if the exigencies so demand.

Shift duty is classified into following four parts:

- General: Between 09.30 Hours And 18.00 Hrs.
First: Between 07.00 Hours And 15.00 Hrs.
Second: Between 15.00 Hours And 23.00 Hrs.
Third: Between 23.00 Hours And 07.00 Hrs.

31. 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 penalty for some of the defaults is as under:

S. No.	Nature of default	Penalty Rs.
1.	Late Reporting	Rs. 100/- per instance.
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.
6.	Change of security guards without prior permission	Rs.1000/- per instance

32. All damages caused by the Contractor/Agency to comply with any statutory requirements and / or the terms of the agreement during the period of contract shall result in deductions from the bill at the rate fixed by this Office for each lapse and / or termination of the contract and subsequent disqualification from participation in any future tender of the Department.

33. The Contractor shall ensure that his workers/guards do not participate in any trade union activities, agitation in the premises of the Income Tax Department. Any such activity shall be treated as serious breach of discipline and deficiency in service, which may lead to termination of contract.

SECTION-VI
TECHNICAL BID

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

To,

The Commissioner of Income-tax (A)-2,
Income Tax Office, B.O. Bhavan, 2nd floor,
Pune-Satara Marg, Pune 411009

Ref: Tender No. _____ Dated _____

Sir,

I/We hereby undertake to provide the **8(Eight) Security Guards** at Income Tax Office, "**Aayakar Bhavan**" 12, **Sadhu Vaswani Road, Pune 411001**, 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 security services and related works**. Certified copies of at least one work-order pertaining to each of the last two years are enclosed with this bid.

A detailed profile of organization has filled 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 from appropriate authority for undertaking security 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 previous three A.Y. 2015-16, 2016-17 and 2017-18.
- (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/is involved, the opposite party(s) and the disputed amount.

(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).

(i) Earnest Money Deposit (EMD) of Rs. 10,000/- by means of demand draft drawn in favour of **The Zonal Accounts Officer, CBDT, Pune** payable at Pune.

I/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 2018

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 8(Eight) Security guards** at Income Tax Office, "Aayakar Bhavan" 12, Sadhu Vaswani Road, Pune 411001, 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. Proforma for Quoting Rate

(The rates 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.)

Sr. No.	Details	Rate per guard for 26 days
1	Basic	
2	Variable Dearness Allowance	
3	Total of 1+2	
4	HRA @ 5 % of Sr. No. 3	
5	ESI @ 4.75% of Sr.No. 3 + Sr.No. 4	
6	Provident Fund @ 13 % of Sr.3 or Rs. 15000/- whichever is less	
7	Bonus @ 8.33 % of Sr.No.3	
8	Leave Encashment @ 5.77 % of Sr.No.3	
9	Paid Holiday @ 0.96 % of Sr.No.3	
10	Labour Welfare Fund @ Rs. 6/- as per Section 6BB(2) of the Act	
11	Reliever charges for 4 days of Sr.No. 3	
12	Total of (3) to (14)	
13	Agency Charges	
14	Grand Total (15 + 16)	
Total Value of contract for 8 (Eight) Security Guards for 12 (Twelve Months) excluding GST		

3. Total Charges per guard for 26 days,
Excluding GST : Rs.
4. Total Value of Contract for _____ Guards for 12 Months
Excluding GST : Rs.

Please Note: The contract shall be awarded on L-1 basis i.e. financial bid with the lowest charges. However, in case of more than one bidder submitting the same lowest charges, the tender shall be awarded to the bidder which has the highest turnover in AY 2017-18.

Further, all the columns of the above table are mandatory and must be filled in properly. Please do not mentioned remarks such as NIL or NA (Not Applicable) or 0 (Zero) etc. Any discrepancy found may tantamount to rejection of the said bid.

Date:

Place:

Stamp/Seal of the Bidder

**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, Bonus, Gratuity etc. and any amendment/modification/change in dues of any Central/State/Local Body will have to be accommodated by the successful bidder time to time will be reimbursed to the contractor on production of proof of payment of such other benefits.

Tender will be opened on 25.09.2018 at 15.00 HRS in Income-tax Office, B.O. Bhavan, S. No. 47, Plot No. 1, Pune-Satara Marg, Room No. 203, 2nd Floor, Pune 411009, in front of bidders or their authorised representative.

SECTION-VIII

EVALUATION METHOD

The criteria of selection as well as rejection.

1. The bidder should fulfil 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 fulfils all the criteria/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 are not the sole criteria of selection. Income-tax Department, Pune is not bound to accept the lowest rates.
5. Without affecting the sanctity of the above criteria, 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. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001, in case of same rates.
7. Income-tax Department, Pune reserves the right to accept or reject any or all bids without assigning any reasons
8. 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.	Name of the Work	Providing of Security Services at Income tax office, "Aayakar Bhavan" 12, Sadhu Vaswani Road, Pune 411001
1	Name of the Organization	
2	Address with email, Phone, Fax, Mobile No. :	
3	Name and address of the Proprietor/ Partners/Directors and their PAN	
4	Details of Registration Labour Commissioner having jurisdiction over the territory or exemption certificate, if any.	
5	Year of Establishment of the firm experience in the execution of security services contracts:	
6	PAN/TIN No: (enclose copies)	
7	Service Tax No: (if any)	
8	Details of works executed during the last 2 years (add documentary proof of the same) with satisfactory completion certificates of the concerned organizations	
9	List of similar work undertaken/in hand at present(proof documents)	
10	Whether sufficient number of guards in each category is available with the Applicant Contractor (Furnish Documentary evidence)	
11	Details of Demand Draft in respect of Earnest Money	
12	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.