

**OFFICE OF THE  
PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX,  
WEST BENGAL & SIKKIM  
1<sup>ST</sup> FLOOR, P-7, CHOWRINGHEE SQUARE, AAYAKAR BHAWAN,  
KOLKATA-700069  
TENDER DOCUMENT FOR HIRING OF PRIVATE SECURITY GUARDS IN  
INCOME-TAX OFFICES, KOLKATA**

Open Tender No: F. No.CCIT/Kol/Security/T-1/2015-16 Dated: 03/02/2016

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**PRINCIPAL CHIEFCOMMISSIONER OF INCOME TAX, WEST BENGAL &SIKKIM**

SECTION-I  
DOMESTIC COMPETITIVE BIDDING  
(Through call of open Tenders)

**Tender No. Pr.CCIT/Kol/Security/T-1/2015-16/**

Dated:03/02/2016

Name of Work	Providing Security and watch services at various premises of Income-tax Department, Kolkata.
Estimated value of contract	Rs.1,90,00,000/- ( Rupees one crore ninety lakhs) Approx.
Period of Contract	From 01/04/2016 to 31/03/2017 with a provision of further extension.
Earnest Money Deposit	Rs.3,80,000/- ( Rupees three Lacs eighty thousand ) only.
Last Date & Time for receipt of Bid	Date:25 <sup>th</sup> February,2016,Time:13.30Hrs
Time and Date of Opening of Technical Bid	Date:25 <sup>th</sup> February,2016,Time:15.30Hrs
Place of Opening of Technical Bid	Conference Hall, 1 <sup>st</sup> floor, Aayakar Bhawan, P-7, Chowringhee Square, Kolkata-700069.
The tender documents can be obtained from:	Office of the Income Tax Officer, Hqrs. (Admn.)-II, Kolkata, Room No. 10, 1 <sup>st</sup> floor, Aayakar Bhawan, P-7, Chowringhee Square, Kolkata-700069.
Tender documents can be dropped in the tender box at:	Office of the Income Tax Officer, Hqrs. (Admn.)-II, Kolkata, Room No. 10, 1 <sup>st</sup> floor, Aayakar Bhawan, P-7, Chowringhee Square, Kolkata-700069.
Tenders addressed to:	The Principal Chief Commissioner of Income tax, West Bengal & Sikkim, P-7, Chowringhee Square, Aayakar Bhawan, Kolkata.

**SECTION II**  
**INVITATION TO BID**

Tender No. CCIT/Kol/Security/T-1/2015-16

Dated: 03/02/2016

1. Income tax department, Kolkata invites sealed bids from the eligible agencies for providing trained Security and watch services at various premises of the Income Tax Department in Kolkata(**Annexure-A**)
2. The scope of work includes providing round the clock security services with requisite number of security guards on all working days including Saturdays, Sundays and National holidays as per details. (**Annexure-A**).
3. The Earnest Money Deposit/Bid Security (Refundable, after completion of Tender procedure) of Rs. 3,80,000/- (Rupees Three Lakh eighty thousand only) in the form of Demand Draft/Banker's Cheque in favour of **SBI, Esplanade Branch(TR-6 A/c.)**, payable at Kolkata, has to be remitted along with bid forms.
4. The contract is for a period starting from 1<sup>st</sup> April, 2016 to 31<sup>st</sup> March, 2017 which may be extended at the administrative convenience of Principal Chief Commissioner of Income tax, West Bengal & Sikkim.
5. The bid document can be downloaded from [www.incometaxindia.gov.in](http://www.incometaxindia.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 Income Tax Officer, Hqrs. (Admn)-II, Kolkata Room no.10, Aayakar Bhawan,P-7, Chowringhee Square, Kolkata-700069 not later than 13.30 hours on 25<sup>th</sup> February, 2016 and the technical bids will be opened at 15.30 hrs on the same day in the Conference Hall, 1<sup>st</sup> Floor, Aayakar Bhawan, P-7, Chowringhee Square, Kolkata-700069.

**SECTION-III**  
**INSTRUCTIONS TO BIDDERS**

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

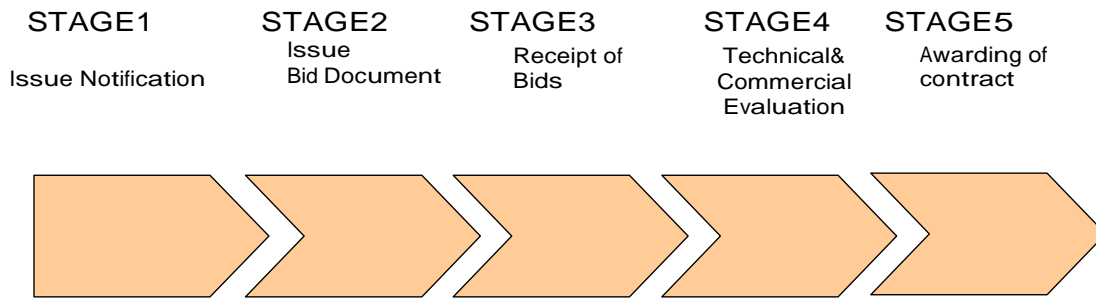
**Eligibility Criteria:**

- a. The Applicant Contractor (security agency) should have been in the business of providing security guards & services for the last minimum 3 (three) years.
- b. The Annual Turnover of the Applicant Contractor should not be less than Rs.3,00,00,000/- ( Rs. Three Crore) for each of last three F.Y.s i.e., 2012-13 to 2014-15.
- c. The Applicant Contractor should be in possession of requisite license from State Government or other competent authorities for running security Guard Service and should be having Income Tax Account (PAN) No., Service Tax Registration (Account) No., Provident Fund Registration and other statutory registration for conduct of security agency.
- d. The 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 available with the contractor.
- e. The Applicant contractor should have complied with all the legal provisions pertaining to his/its line of business. The bidder agency has to submit a certificate that they have not been blacklisted in the past five years by any Institution/Govt. departments and give an affidavit to this.
- f. The Applicant contractor should have been providing similar services to the reputed clients. A List should be enclosed mentioning details of No. of security guards provided to each such reputed customer.
- g. The Applicant Contractor should be in a position to supply the requisite number of guards within 7 (seven) days of execution of agreement i.e. the Guards should take their positions, at various sites at appropriate time. The Agency will make arrangements of security personnel for weekly off/National Holidays etc., at their own cost. There will be a round-the-clock security arrangements within the premises. The total working hours will not exceed 8 (eight) hours a day.
- h. Security personnel deployed by the agency should be physically fit to carry out security duties at any time.
- i. The name of the security personnel to be deployed are to be communicated in advance and all security personnel of the Agency must carry photo identity card and nameplate while on duty. Withdrawal of any security personnel should be intimated in advance by the agency for maintaining the security aspect in the premises.
- j. The Applicant contract or should be able to provide additional guards required by the department during currency of the contract. The additional requirement may be up to 40% of the existing strength.
- k. The security personnel of the Outsourced Agency will have no right to claim permanent employment.

- l. All Security personnel should have insurance coverage, if the security personnel are not insured, the Agency would be liable for any claim of compensation arising out of the performance of their duties.
  - m. The Agency should pay the wages to the security personnel within 10 (ten) of every month. Income Tax Department will not be held responsible for the delay/ late payment of salary.
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 5 (five) stage approach before issuance of Work Order/letter of appointment/engagement. The approach/process follows the guidelines issued by Government of India, Central Vigilance Commission (CVC).



3. The bidder is required to fill up the Profile of his Organization and other details in the format given as per **Annexure-B** 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 security services contract in last 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 (three) financial years( 2012-13, 2013-14 and 2014-15 ).

(c) A copy of PAN card and Service Tax Registration Certificate

(d) A 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), the disputed amount and nature of dispute.

(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). The details of any dispute or liability whether civil or criminal in any court of law.

(g) Earnest Money Deposit (EMD) of Rs.3 ,80,000/- (Rupees Three Lakh eighty thousand only)by means of bank demand draft/Banker's cheque drawn in favour of **SBI Esplanade Branch (TR-6 A/c.)**, payable at Kolkata.

**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 superscribed '**Technical Bid**'. The Financial Bid shall be kept in a separate sealed envelope superscribed '**Financial Bid**'. Both the envelopes shall then be placed in one single, sealed envelope superscribed '**Bid for Providing Security Guards at Income tax offices, Kolkata**' and shall be addressed to the Principal Chief Commissioner of Income, West Bengal & Sikkim. The bidder's name, mobile & telephone number and complete mailing address shall be indicated on the cover of the outer envelope.

(b) Both the inner envelopes superscribed 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) All the Bid documents submitted shall be serially page numbered and contain the table of contents with page numbers.

(e) The bidder shall give the rates of the services and the Taxes including service tax separately. The service tax will be paid by the department and it has the right to inspect the relevant records to examine the actual payment of taxes by the contractor.

(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 on 1<sup>st</sup> floor, Room No.10, Aayakar Bhawan, P-7, Chowringhee Square, Kolkata-700069. 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 bid after submission, provided the written notice of the withdrawal is received by the Income-tax department before the due date for submission of tender/bid. In case an applicant wants to resubmit his bid, 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 his discretion, ask the Bidder for clarification of his 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.
- (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 be compliant with the **Minimum Wages Act** and shall also include all statutory applicable taxes. 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. However, the service tax will be mentioned separately in the bid i.e. amount and rate. In case the rate of amount charged is more than the statutory rates, the same will be refunded back to the department by service provider. The Department reserves the right to deduct the same from EMD/sanctioned bills of the service provider.
- (c) Income-tax department shall however, deduct such taxes 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. The Income-tax department shall not entertain any increase in the prices during the period.
- (d) Rates shall include all statutory obligations as may be applicable.
- (e) The rates quoted shall be inclusive of all i.e., Minimum wages, Provident Fund, ESI, Bonus, Gratuity, Paid Leave, Pay for National Holidays, Uniform Allowance, Operational Cost, Service Charges and all other levies etc. that are applicable under relevant statutory provisions from time to time and 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 lower of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the lower amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, his bid will be rejected.

## **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, log register for each security point duly certified by the respective Controlling Authorities and production of proof of payment/remittance of wages to the security personnel or payment into the bank account of the security personnel. 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 designated as Building- in charge of the respective building shall be final and binding in this regard.
- (b) If the performance of the security services by the agency is not found satisfactory, the Principal Chief Commissioner of Income-tax, West Bengal & Sikkim 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 Principal Chief Commissioner of Income- tax, West Bengal & Sikkim 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 by the 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 bidder shall not sub-contract 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 Commissioner of Income Tax & Building-in-Charge of the respective buildings. 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 there in.
- 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.** The contractor will be responsible for making travelling arrangements, if any of the security Guards and its personnel to the place of duty or going back to the residence or any place including change of premises from one place to the other of the department.
- 22.** The Competent Authority reserves the right to partly award the contract to some other service provider on the same terms and conditions.

*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.3 ,80,000/- (Rupees Three Lakh eighty thousand only) must be deposited as Earnest Money Deposit (EMD) by means of Bank Draft/ Banker's cheque drawn in favour of **SBI Esplanade Branch (TR-6 A/c.)**, payable at Kolkata, 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 should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations and the same will be refunded to the Agency there after without interest after deducting liabilities, if any. Bid security will be refunded to the successful bidder on receipt of performance security and 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 of 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 to any of the workers, agents or any other person deployed by the Agency in the course of providing any services stated in this contract.

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

14. Without prejudice to the preceding term of contract, the Agency will be liable to reimburse the Income-tax department of any cost or legal liability penalty fine imposed on the Income-tax department by any authority, because of any misconduct, negligence, fraud, theft or any act of omission or commission, whether intentional or otherwise of the Agency or any of the workers deployed by the Agency in the course of providing any services stated in this contract

15. It shall be the responsibility of the Agency to comply with the provisions of all Labour Laws including Minimum Wages Act **(as applicable by Central legislation)**, along with Provident Fund, ESIC and similar statutory contributions. The Agency shall faithfully discharge all the liabilities under all labour laws. The Agency shall indemnify the Income-tax department against the claims arising out of non-fulfilment of obligations by him under all labour laws.

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

17. 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.

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

19. 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.

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

21. Employment Cards must be issued to the employees and their wages must be paid to them on acquaintance roll by 10<sup>th</sup> 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.

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

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

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

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

26. The Agency shall be required to enter into an agreement on a non – judicial stamp Paper of not less than Rs.100- binding itself for execution of contract for a period up to **31<sup>st</sup> March, 2017** on receiving the intimation/letter of intent and to start the work within 07 days of the signing of Deed/Agreement.

**27. Requests for Information:**

Bidders are required to direct all communications related to this document through the designated Contact person i.e. Income tax Officer, Hqrs. (Admn)-II, Kolkata, Room no.10, 1<sup>st</sup> floor, Aayakar Bhawan, P-7, Chowringhee Square, Kolkata-700069.

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

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

**28. TENURE OF THE CONTRACT:**

Initially, this agreement shall remain in force from the date of commencement of the contract and ending on **31<sup>st</sup> March, 2017** with the provision of extending it at the administrative convenience of the Pr. Chief Commissioner of Income Tax, West Bengal & Sikkim.

**29. 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**

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

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

- 13.** The Security guards should maintain utmost vigil and shall be on rounds in the duty area allotted at frequent intervals of time. Any shortcomings in this issue will be dealt with seriously and action will be initiated which may include fine and/or termination of contract.
- 14.** The Agency shall submit its records of previous performance in relation to other organisations/client. Weightage shall be given to those who will submit positive performance certificates from their former or present clients.
- 15.** Reference of 03 (Three) former/or current clients with their contract details should be given for verification purposes.
- 16.** Personnel engaged should be conversant in English, Hindi and Bengali. They should also have compatible skill in managing CCTV set up.
- 17.** There should be walkie-talkie with every personnel engaged by the Department.
- 18.** The Security guards should not accept any Registered Post, Speed Post or any signed document from Courier agency on any working day or holidays.
- 19.** The behaviour of the deployed manpower by the Agency for the security duty so awarded shall be of decent nature and should co-operate with the officials, visiting guests. In case of report of any complaint on the issue or is found breaching this aspect, the said guard/supervisor shall be instantly removed from duty by the Agency and the decision of the Controlling Authorities, will be final & binding on the Agency.
- 20.** No accommodation shall be provided to the security guards or supervisor inside the complex. The Agency may arrange suitable accommodation for their stay in nearby area. No Guard will stay in the premises after duty hours or having been relieved from duty.
- 21.** The performance guarantee shall be kept in the custody of the Income-tax department till the expiry of the contract & will bear no interest. The Performance Guarantee will be refunded to the Agency after deducting any financial liabilities, which the Agency owes to Income-tax Department, Kolkata. 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.
- 22.** Income tax as applicable will be deducted at source from each bill for which necessary PAN is required to be provided.
- 23.** The work shall be executed as per the directions and to the satisfaction of the officer in charge of the respective building.
- 24.** No person below the age of 18 years and above 45 years shall be deployed on security work by the Agency.
- 25.** 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.
- 26.** The contract will be terminated by the competent authority if the performance of the Agency is found un-satisfactory at any point of time.
- 27.** 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.
- 28.** The Agency shall have its own monitoring system to ensure that the guards are available at the designated points during their working shifts.

29. The Contractor shall provide dedicated security guards and any change in the personnel supplied should be made only in very exceptional circumstances or otherwise provided in the agreement. Replacement of security guards should be provided in the event of sickness or in any other circumstances, when the guard is absent. The guards must report to duty strictly for eight hours (in each shift), seven days a week as per the roster or duty schedule to be prepared in this regard. This shall exclude the half hour lunch break, turn by turn.

30. The expenses on uniforms, other accessories, rain-wear etc. shall be borne by the contractor or vendor alone.

31. 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.

32. 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.

33. 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.

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

**Shift duty is classified into following four parts:**

General: Between 09.30 Hours and 18.00 Hrs.

First: Between 06.00 Hours And 14.00 Hrs.

Second: Between 14.00 Hours And 22.00 Hrs.

Third: Between 22.00 Hours And 06.00 Hrs.

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

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

S. No.	Nature of default	Penalty Rs.
1.	Late Reporting	Rs. 100/- per day per Guard.
2.	Non reporting	Rs. 500/- per day per Guard.
3.	Refusal of duties	Rs. 500/- per instance.
4.	Non-observation of dress-code	Rs. 100/- per instance.
6.	Change of security guards without prior permission	Rs.1000/- per instance



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

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

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

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

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

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

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

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

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

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

## **12. Equipments to be provided**

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

- i. Baton for security personnel
- ii. Forehead fastened battery operated powerful search light
- iii. Hand held search light/torch

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

### **A. General:**

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

- i. Should have passed at least Secondary School or equivalent exam.
- ii. Should be between 18-55 years of age.
- iii. Should have at least 5 years' experience of the job in some reputed institution.
- iv. Should be medically fit for the job.

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

**B. Staff Related:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vi. Near relatives of all Income Tax Department employees, either directly recruited or on deputation, is prohibited from participation in tenders and execution of works. In this regard certificate should be given as per **ANNEXURE-1**

vii. For the scope of this tender near relations are defined as under

a. Member of Hindu Undivided Family

b. They are husband and wife.

c. The one is related to the other in the manner as father, mother, sons(s) & son's wife (daughter in law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & Sister's husband (brother in-law).

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

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

#### **E. Payment.**

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

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

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

iv. The Commissioner of Income Tax & Building in- charge shall have the right to deduct from the money due to the successful bidder, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfilment of the conditions of the contract of the benefit of the workers, non- payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

The successful bidder shall indemnify Commissioner of Income Tax & Building in- charge in charge against payments to be made under and for the observance of the laws.

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

vi. In the event of any failure in this regard or any loss/damages caused directly or indirectly to building premises , the same will be payable by the successful bidder along with such penalty as may be decided by Commissioner of Income Tax & Building in-charge.

vii. The successful bidder shall not petition for revision of rates tendered by him under any circumstance at any stage of work, either during execution or when the final claims are settled except change in Service Tax.

viii. Conditional tenders are liable to be rejected.

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

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

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

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

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

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

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

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

**[FORMAT OF AFFIDAVIT]**

**ANNEXURE-I**

Sir,

Sub:

Authority:

I, the undersigned hereby state that employees/staff deployed [As per list enclosed] by M/s. \_\_\_\_\_ in Income tax Department, Kolkata are in no way related to any of the Income Tax Department officials. In the event of any unusual or illegal or unacceptable act / incidents /accidents caused by the employees/staff working for M/s.

\_\_\_\_\_ I take full responsibility for the lapses and misconduct on the part of employees/staff engaged by me.

Thanking You

Yours faithfully,

Signature:

Name:

Seal

## SECTION-VI

### TECHNICAL BID

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

**To**  
**The Principal Chief Commissioner of Income Tax,**  
**West Bengal & Sikkim**  
**Aayakar Bhawan, Kolkata.**

Ref: Tender No. \_\_\_\_\_ Dated \_\_\_\_\_

Sir,

I/We hereby undertake to provide the Security Guards at various premises of Income tax department, Kolkata, as specified in the Bid/tender document and agree to hold this offer open 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 \_\_\_\_\_ 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 the organization as filled in as prescribed in the Annexure –B 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 financial years ( 2012-13, 2013-14 and 2014-15 ) and Income tax return particulars for the previous three financial years ( 2012-13, 2013-14 and 2014-15 ).

**(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 viz. Minimum wages Act, PF, ESIC and other statutory obligations.

**(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.3 ,80,000/- (Rupees Three Lakh eighty thousand only) by means of demand draft Pay/Banker's Cheque drawn in favour of **SBI, Esplanade Branch(TR-6 A/c.)**, payable at Kolkata

We do hereby undertake that, upon 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  
Authorised signatory

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2016

Telephone: \_\_\_\_\_

E-mail \_\_\_\_\_

FAX: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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 112 Security guards at various premises of Income-tax department, Kolkata 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 per Guard per month  
(Exclusive of Service Tax)  
(Calculation based on 365  
days a year) :
  
3. Rate per Walkie Talkie per month :
  
4. Service Tax (Rate & Amount) :
  
5. Agency Charges, if any :
  
6. Total Charges, including  
Service Tax: (Value of Contract)

Date:

Place:

Stamp/Seal of the  
Bidder:

**Name and Signature of the  
Authorised Signatory**

## SECTION-VIII EVALUATION METHOD

### **The criteria of selection as well as rejection.**

1. The bidder should fulfil eligibility 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 criterion/parameters
2. Incomplete tenders would be rejected.
3. Tendering process shall be finalized only when there are at least three responsive bids.
4. Selection of the bidder would be made after taking into account together all the relevant factors like past performance, credentials, responsible business practices, financial capacity to pay timely salary/wages to guards, competency to execute such contracts, credentials of fulfilment of provisions of labour laws with past contracts and other conditions.
5. Evaluation of these parameters shall be based on the documents and information submitted by the bidder(s) without recourse to extrinsic evidence.
6. 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. Income-tax department, Kolkata is not bound to accept the lowest rates.
7. Without affecting the sanctity of the above criterion, Income-tax department, Kolkata 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 the department.
8. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001 in case of same rates.
9. Income-tax department, Kolkata reserves the right to accept or reject any or all bids without assigning any reasons
10. Income-tax department, Kolkata 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.

### **Financial Bid Evaluation Criteria**

It may be noted that commercial bids will be subjected to following evaluation process. Based on the technical evaluation criteria, each bidder will be given certain marks. Only those bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation. Even if only one Service Provider qualifies the Department will open the price bid of only that Service Provider. Lowest bidder will be decided on the basis of total outgoings of the Department as a whole.

### **Computation Methodology**

1. Cut - Off score for technical bid will be 70 marks or the top score in case none of the bidders reaches the cut-off.
2. In the event only one bidder qualifies, the commercial bid of that bidder will be opened.

### Technical Bid Evaluation Criteria

Technical criteria are classified under 5 heads as given below:

<b>Sr</b>	<b>Criteria</b>	<b>Max Marks</b>
<b>1</b>	<b>Prior Experience and Credentials with respect to providing guards and services.</b>	<b>25</b>
<b>2</b>	<b>Profile</b>	<b>20</b>
<b>3</b>	<b>Financial capacity with respect to gross receipts.</b>	<b>20</b>
<b>4</b>	<b>Fulfilment of provisions of legal obligations.</b>	<b>10</b>
<b>5</b>	<b>Evaluation of competency done by Tender committee.</b>	<b>25</b>
	<b>Total</b>	<b>100</b>

## Annexure-A

<b><u>Deployment of Private security guards at various building of Income-tax Dept., Kolkata</u></b>												
<b><u>(Tentative)</u></b>												
	AB	ABA	DH	3GP	MR	BV	ABD	RAK	ABP	UB	ABC	Total
Security Guards	24	08	01	08	04	17	10	08	18	08	06	112
Total	24	08	01	08	04	17	10	08	18	08	06	112

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

### Attachement to Annexure-A

<b>OFFICE ADDRESS :</b>	
AB -	Aayakar Bhawan, P-7, Chowringhee Square, Kolkata-700069
ABA-	Aayakar Bhawan Annexe
DH -	Dwarlie House, 8/2, Esplanade East, Kolkata-700069.
3GP -	3, Govt. Place (West), Kolkata-700001.
MR -	10B, Middleton Row, Kolkata-700071.
BV -	Bamboo Villa, Central Revenue Building, 169, AJC Bose Road, Kolkata-700014.
ABD -	Aayakar Bhawan Dakshin, 2, Gariahat Road, Kolkata-700031.
RAK -	54/2, Rafi Ahmed Kidwai Road, Kolkata-700016.
ABP -	Aayakar Bhawan Poorva, 110, Shantipally, Kasba, Kolkata-700107.
UB -	Uttarapan Building, Uttarapan Complex, Manicktala Civik Centre, Ultadanga, Kolkata-700054.
ABC -	Aayakar Bhawan (Chinsurah), G.T. Road, Khadina More, P.O. Chinsurah, Hooghly-712101.

**Annexure 'B'**

Name of the work

Providing security services at various premises of Income Tax Department Kolkata.

**PROFILE OF ORGANIZATION**

Sr. No.	Particulars	
1	Name of the Firm 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 and 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 2 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 guards 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.

Seal

(Signature)

Name :

