



सत्यमेव जयते

Govt. of India
Office of the Commissioner of Income-Tax,
Aayakar Bhawan, L.C. Road, Dhanbad, Jharkhand.
Phone No.03262312689 & FAX: 03262311175

NOTICE INVITING TENDER
27th July, 2015

The office of the Commissioner of Income Tax, Dhanbad, intends to hire 3 (three) trained, unarmed security guards for the security of its office premise at L.C. Road, Dhanbad. Reputed security agencies should furnish their bids latest by **01.00 PM** of **17.08.2015** in the office of the Income Tax Officer, Hqrs., (Admn.), Dhanbad, at L.C. Road, Dhanbad 826001. The tender document may be collected from the aforesaid office during office hours on payment of **Rs.500/- (non-refundable)** by **Demand Draft of SBI, in favour of ZAO, C.B.D.T., Ranchi** from **03.08.2015 to 14.08.2015** or can be downloaded from www.incometaxindia.gov.in. The bids will be opened on **17.08.2015** at **04.00 PM** in the chamber of **Income-tax Officer, Hqrs.(Admn.), L. C. Road, Dhanbad.**

Sd/-
(Sudhendu Podder)
Income-tax Officer, Hqrs.(Admn.)
For: Commissioner of Income-tax, Dhanbad.

F.No. CIT/DHN/Tender/SG/2015-16/1532

Dated: 27/07/2015

**TENDER DOCUMENT
HIRING OF PRIVATE SECURITY GUARDS**

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PART 'A' : INSTRUCTIONS TO BIDDERS

The Income Tax Department, Dhanbad ("the Department") invites sealed tenders from reputed security agencies for the purpose of providing three trained, unarmed security guards, one each for eight-hourly shifts for Income-tax Office Building, L.C. Road Dhanbad.

1. A total of three security guards will be deployed at all times by the successful bidder who will make arrangements for the sufficient number of security guards for this purpose. The Department retains the option of hiring more security guards at exactly the same terms and condition and after giving a notice of seven days to the successful bidder.
2. Tender documents containing terms and conditions for technical and financial bids may be obtained from the Income-tax Officer, Hqrs. (Admn.), L. C. Road, Dhanbad on payment of non-refundable tender fee of Rs.500/- by Demand Draft of S.B.I. payable at Ranchi drawn in favour of the "ZAO, C.B.D.T., Ranchi" on any working day between 02.30 P.M. and 4.30 P.M. The tender form can also be downloaded from the website www.incometaxindia.gov.in. For the downloaded tender forms, the Demand Draft of Rs. 500/- as above should be enclosed with the bid document in separate envelope.
3. The bidders should drop/submit their bids in the tender box kept in the office chamber of the Income-tax Officer, Hqrs. (Admn.), L. C. Road, Dhanbad by the stipulated time and date. No acknowledgement in receipt of the bid shall be issued.
4. The last date for receipt of filled in tender form is by **01.00 PM on 17.08.2015** to be opened on the **same date at 04.00 P.M.**
5. Initially only the Technical Bid will be opened. The Financial Bid of short-listed bidders will be opened on the date and time to be announced during the opening of the Technical Bid. For the opening of the bids, only one authorized representative on behalf of the bidder will be allowed to be present. However, the opening of bids will take place even if the bidder or his authorized representative chooses to be not present at the designated time and place. The bids will be opened in the office chamber of the ITO, (Hqrs.) (Admn.), L. C. Road, Dhanbad.
6. Earnest Money Deposit (EMD) of Rs. 10,000/- must be paid in favour of "ZAO, C.B.D.T., Ranchi", along with Tender Document and the bid will not be considered without the same. The EMD will be forfeited in case the bidder withdraws during the tender selection process. These will be returned, without interest, to all bidders

within 10 days of the opening of the Technical Bid. The EMD of the successful bidder will, however, be returned after he deposits the Performance Bank Guarantee.

7. The Technical and Financial Bids, strictly in prescribed format in annexure-1 & 2 of the Tender Document should be submitted in two, **separate sealed** envelopes marked **“Technical Bid”, “Financial Bid”** respectively. Draft for Tender Fee and Earnest Money may be submitted in a **separate envelope marked “Demand Drafts”**. **All the three envelopes** should be kept in one single sealed envelope marked “Tender for Hiring Security Services” and addressed to “Income-tax Officer, Hqrs. (Admn.), L. C. Road, Dhanbad”. All the envelopes, including the cover envelope, should have the name of the bidder and full address for correspondence and the mobile number of the authorized person. **If the technical and financial bids are kept in the same envelope, the bid will be rejected forthwith. If the financial bid is revealed in any manner prior to the opening (if required) of the financial bid envelope, the bid will be disqualified.**
8. All bidders must necessarily be currently registered with the Service Tax Authorities, under the ESI & EPF Act and must possess valid income tax Permanent Account Number. Evidence of these must be submitted with the Technical Bid.
9. The bidders should have valid license/registration/permits to operate as Security Agencies in the State of Jharkhand from the Competent Authority under “The Private Security Agencies (Regulation) Act, 2005.” or any other law in force. An attested copy of the same should be enclosed with the technical bid document. Any License required as per the Contract Labour (R&A) Act, 1970, should be obtained for the contract work and deposited with the Department within 7 days of award of contract.
10. The bidder should be presently executing a contract for providing similar services to at least **two** reputed organizations such as PSUs, government departments or private companies. The name, address and contact number of the two organizations where the said security services were provided should be enclosed with the technical bid document along with a current ‘Satisfactory Performance Certificate’ on the letter head of the organizations. Copies of these two certificates should be enclosed with the technical bid document.
11. The bidder should enclose self-certified photocopies of the following documents with their Technical Bids :
 - (i) Service Tax Registration Certificate

(ii) EPF and ESI certificate

(iii) Income-tax Permanent Account No. (P.A.N.)

For ensuring adherence to statutory requirements in future, these terms & conditions is liable to be suitably amended in this respect.

12. Furnishing of false, misleading, inaccurate information in the bid document shall lead to the disqualification of the bid at any stage or time. It shall also lead to termination of contract if awarded and blacklisting in future.
13. No overwriting and cutting or erasures is permitted in the Financial Bid. Any cutting, overwriting in the Technical Bid should be counter-signed by the authorized person signing the bid document.
14. The bidder must have at least one permanent office in Dhanbad at all times during the contract period and the details of the said office will be enclosed in the technical bid document.
15. The tender applicant should sign and stamp each page of this tender document as a token of having read, understood and unconditionally agreed to the terms and conditions contained herein and submit the same along with the bid.
16. Wherever, the rates are to be quoted it should be written in figures and words as well. If there is a doubt, the bid price in words will be considered.
17. The Department will not be responsible for postal delays in the submission of bids.
18. No post-bid negotiation will be undertaken with any bidder except the lowest evaluated bidder if required under unavoidable circumstances.
19. The Financial Bid is inclusive of all expenses to the bidder, all charges, duties, levies, fee, and taxes BUT **WILL BE EXCLUSIVE OF SERVICE TAX.**

PART – ‘B’ : TERMS AND CONDITIONS OF CONTRACT

1. The security guards should be properly dressed in the uniform to be supplied by the contractor, well-mannered and be able to communicate clearly and effectively. Once a guard is allotted an office premise, he shall remain at the designated area till shifted.
2. In the event of absence of any security guard, under unavoidable circumstances, the security agency will promptly replace the security guard. The security agency will ensure availability of security guards round the clock even if some of them are off duty on account of leave or otherwise.
3. The security agency will have to deploy security guards within 10 days of signing of the contract.
4. The bill for service charges as per the contract shall be presented by the seventh day of the following month to be paid during the said month by an account payee cheque in favour of the security agency. In addition to the bid amount, the payment of Service Tax will also be reimbursed by the Department. In unavoidable circumstances the payment may be delayed by authority and no interest or any other payment will be admissible. TDS will be made at applicable rates. No advance payment will be made. No cash payments will be made under any circumstances. The contractor must have a bank account. The following documents will have to be enclosed with the monthly bill :
 - (i) Proof of payment of Service Tax.**
 - (ii) Proof of ESI and EPF contribution effected by way of challans.**
 - (iii) Copy of the bank statement showing the payment to the deployed personnel through their bank accounts. (The contractor will not make the monthly payment to the deployed personnel in cash or by any other mode.)**
 - (iv) The monthly log sheet, specifying the daily reporting and relieving time of each security guard signed by the Supervisor.**
5. Either party shall have option for termination of the contract. The Department can do so with one month notice in writing and the contractor will have to give notice in

writing six weeks prior to the proposed termination.

6. There will be no extra charges for conveyance, food, medical and any such requirement of the deployed personnel. These will be the responsibility of the contractor and the Department shall have no liability in this regard. The contractor will be responsible solely for the redressal of grievances and resolution of disputes relating to the personnel deployed.
7. All disputes will be settled mutually and in case of any differences the matters will be settled in the jurisdiction of the Hon'ble High Court of Jharkhand.
8. The timely locking and unlocking of the gates of the campus will be ensured.
9. The security personnel should have minimum high school qualification, working knowledge of English and Hindi languages and good health and physique. They should be between 25-45 years of age and bear a good moral character. Deployment of female security personnel will be during normal office hours at day times only and on working days.
10. All security material will be provided by the contractor including suitable and clean uniforms and accessories such as cap, belt, badge, whistle, black shoes, torch, raincoat, sweater and lathi.
11. They should also display their identity cards at all time while on duty.
12. The contractor shall communicate the name, parentage, residential address, age, photograph, proof of identity, and proof of address of the security personnel deployed. The contractor shall get police verification done of the credential/antecedents of work force to be deployed and attested copy of the same will be submitted to this office along with a detailed list of deployed personnel along with their addresses and photo identity proof to the Department within 10 days of the award of contract.
13. The bidder will ensure that security personnel are deployed on rotation basis and no security guard is deployed for more than eight hours continuously. Further, the contractor will be solely liable for ensuring that the deployed personnel are given weekly/monthly/annual paid holidays as per law.
14. The contractor shall be solely and exclusively liable and responsible to its security personnel for the following:
 - a) The payment of wages, allowances and other benefits as per the provisions of

Minimum Wages Act, 1948 or the Contract Labour (R & A) Act, 1970, or any other applicable acts or enactments in force from time to time. This would include ESI and PF per head at current rate & existing rules. It shall be absolute liability of the contractor to ensure that the monthly amount payable to its personnel are not less than the minimum wages prescribed as aforesaid. In case of variation of minimum wages, the contract amount will be modified to the extent of setting off the increase in wages payable to the contractor on an application made by him. All other increase in taxes, duties, cess, etc. will have to be borne by the contractor.

- b) The payment of compensation under the Workmen's Compensation Act or any other applicable acts or enactments in force from time to time in case of injury or death of any of its personnel.
- c) Any other allowances or benefits, bonus as admissible under different laws, rules or enactments admissible to its security personnel including weekly rest, off day's leave, national holidays etc. The contractor shall bear all taxes, rates, charges levies or claims as may be imposed by any statutory authority.
- d) Adherence to the applicable contract labour policy of the Government of Jharkhand, the compliance of which should be certified to the Department as and when required.

The contractor will be responsible for the maintenance of all statutory registers and records under the applicable law and will produce the same on demand by the Department or any other authority under law.

15. All personnel deployed by the contractor shall be employees of the contractor for all intents and purpose and in no case shall a relationship of employer and employee between the deployed security personnel and the Department shall accrue implicitly or explicitly.
16. The contractor shall be liable and responsible for any damage to any property of the Department if such damage is due to the negligence or carelessness on part of contractor or its employees and the contractor shall be liable to pay to the Department such amounts in respect of such damage as may be assessed by the Department. Without prejudice to other terms of the contract, the contractor will be

liable to reimburse the Department any cost or legal liability, penalty or fine imposed on the Department by any authority because of any misconduct or any act of omission or commission of the contractor or his employees.

17. Any change in the constitution or ownership of the concern of contractor shall be notified forthwith in writing to the Department. No new person shall be accepted into the concern by the contractor in respect of this contract unless he/they agree to abide by the terms and conditions of this contract. Such change of ownership shall not relieve any former member of the concern from any liability under this contract.
18. Any change in personnel deployed must be informed to the Department immediately. However, the contractor should ensure that the deployed personnel are not changed frequently and change should be only for unavoidable reasons. If the contractor changes its personnel without obtaining no-objection of the Department, a penalty of Rs. 500/- will be imposed for every such instance. The Department reserves the right to reject any particular personnel deployed without assigning any reasons thereof. Such staff will have to leave the campus at short notice and will be replaced by a suitable substitute. In any event, no personnel shall have a right to stay in the campus beyond their duty hours.
19. If the contractor fails to deploy the requisite member of security personnel as per the terms of contract or their staff is found missing, the Department will impose a penalty of Rs.300/- per person per day. For late reporting, early departure, not being in prescribed uniform or any other misconduct, a fine of Rs. 200/- per instance will be imposed.
20. The Department shall have the right to withhold appropriate sum from amount payable to the contractor if the contractor commits breach of any of the terms of contract with regard to payment of statutory and other dues or fails to comply with statutory or other obligations.
21. After the award of contract the contractor shall be initially on trial for **60 days** from the date of award of contract and the continuance of contract for the remaining period shall be subject to satisfactory performance during trial period.
22. The contract will be in force only for a period of 24 months from the end of the month in which contract is awarded, and may be extended for a further period of

maximum twelve months at a time at the sole discretion of the Department on the same terms and conditions.

23. In case the contractor assigns or sub contracts this contract to some other person the Department will have right to terminate the agreement without giving any notice to the contractor.
24. The successful bidder ("the contractor") will furnish the name and contact number of a "Supervisor" who will be responsible for monitoring the attendance and functioning of the deployed security guards, ensuring change of shifts and will act as the Liaison Officer with the Department in respect of deployed personnel. The daily attendance sheet will be countersigned by him.
25. In the event of gross misbehavior, theft, moral turpitude, misuse of occupied area, breach of contract, unsatisfactory services, etc. by the contractor or his personnel the Department may forthwith terminate the contract without previous notice to the contractor and the contractor shall have no claim whatsoever against the Department in consequences of such termination.
26. The security personnel shall immediately report any untoward incident to the designated person of the Department as specified in contract award letter.
27. The successful bidder will be required to sign an Integrity Pact with the Department in terms of O.M. No. 14(12)/2008-E-II(A) of the Department of Expenditure, Ministry of Finance, Government of India.
28. The successful bidder will have to furnish a **Performance Bank Guarantee** as per proforma to be supplied amounting to **ten percent** of the annual bid value within 7 days of the award of contract from a scheduled commercial bank. The EMD of the successful bidder will be returned only after the submission of the Performance Guarantee which should be valid till the expiry of 24 months from the date of award of contract. The said Performance Guarantee will be liable for forfeiture in the event of breach or non-observance of any of the terms of contract or on its pre-mature termination. The proforma of the Performance Bank Guarantee will be given to the successful bidder along with the award letter. In case the contractor withdraws or the Department terminates the contract for violation of terms and conditions and/or deficiency in services during the period of contract, the additional expense in hiring a new contractor or on temporary arrangement till the time of appointing

regular contractor through a similar tender process, will also be adjusted against the Performance Guarantee. The dues, if any, recoverable from the contractor for losses/lapses will also be adjusted.

29. In case of gross violations of terms & conditions of the contract, the contractor will be blacklisted at the discretion of the department and will be debarred from participating in bids for any future tender invited by the Department.

TECHNICAL BID PROFORMA

(In case space is insufficient, attach separate sheet duly signed and stamped)

1. Name of the Bidder :
2. Registered Office Address (with telephone number, fax and e-mail id) :
3. Address of Dhanbad Office, if different from above :
4. Name, address of the partners/directors/proprietor in case of firms/companies and proprietorships :
5. Tender Fee DD No. :
6. EMD DD No. :
7. List of two organizations to whom security services have been provided in the past
8. Name and address of two concerns to whom security services are presently being provided and enclose Satisfactory Performance Certificate, along with the following details separately for each "concern : (a) Name and address of the organization (b) Number of person engaged as on date (c) date from which contract has been entered (d) Contract valid till (date)".
9. Attested copy of P.A.N. Card attached (Yes/No) :
10. Copy of valid license/registration/permit to operate as security agency in Jharkhand or under any other law in force :
11. Service Tax Registration Certificate and Number and a certified photocopy.
12. Attested copy of PF registration letter/certificate
13. Attested copy of ESI registration letter / certificate
14. Whether the required number of security guards and Supervisor (ex-serviceman) is available for deployment within 10 days : Yes/No

DECLARATION

I/We hereby certify that the information furnished above is true and correct to the best of my knowledge and belief. I further certify that I possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite security services, whether or not mentioned in this tender document. In case of any deviation/discrepancy is found at any stage, the contract will be terminated immediately and the concern will be black listed.

(Signature of authorized signatory with date)

Name :

Address :

FINANCIAL BID

(No separate sheet to be enclosed)

1. Name of the Bidder :
2. Registered Office Address (with telephone number) :

Total lump-sum charges **Per Month** for this contract (Value of Contract) : Rs.
per month.

*(for **all** three security guards including **all** expenses, charges, duties, taxes, levies, **except service tax.**)*

Amount in words : Rupees.....

(NO OVER-WRITING, CUTTING, ERASURES)

DECLARATION

I/We hereby certify that the information furnished above is true and correct to the best of my knowledge and belief. I further certify that I shall abide by the provisions of the Minimum Wage Act, 1948. In case any deviation/discrepancy is found at any stage, the contract will be terminated immediately and the concern will be black listed. I/We have not been ever blacklisted by any Central or State Government department/agency nor our contract terminated prematurely. **I/We certify that the bid amount quoted is after taking into consideration the wages payable under the Minimum Wages Act for the state of Jharkhand and other statutory payments including ESI and EPF.**

(Signature of authorized signatory with date)

Name :

Address :