



भारत सरकार/Government of India

आयकर विभाग/Income Tax Department

कार्यालय प्रधान आयकर आयुक्त(क्षे.ई.निर्धा.केंद्र.)(निर्धा.केंद्र)-1, कमरा सं:208,केंद्रीय राजस्व भवन, जालंधर |

Office of the Pr. Commissioner of Income Tax (ReFAC)(AU)-1, Room No. 208, Ayakar Bhawan, C.R Building, Jalandhar-Tele :

☎ No. 0181-2224343 ☎Fax No: 0181-2223502

No. Pr.CIT (ReFAC)(AU)-1/Jal./TENDER/2021-22/ 177

Dated: 13.08.2021

NOTICE INVITING E-TENDER

TENDER FOR HIRING OF SERVICES OF SECURITY GUARDS THROUGH CONTRACTOR

The office of Pr. Commissioner of Income Tax (ReFAC)(AU)-1, Jalandhar invites online bids/quotation in two bid system (Technical & Financial) from reputed, experienced and financially sound Manpower Companies / Firms / Agencies engaged in the business of providing Security Guard Services to provide for the below mentioned Income Tax offices for a period of one year as detailed below:-

Sr. No.	Office and Building Name	No. of security guards
1	O/o Pr. Commissioner of Income Tax (ReFAC) (AU)-1, Jalandhar at Jalandhar, Phagwara and Hoshiarpur.	10-12

2. The tender documents alongwith instructions and terms & conditions can be downloaded from the web site www.incometaxindia.gov.in or www.incometaxchandigarh.org. The prospective tenderers are advised to check the eligibility criteria thoroughly before applying for the Tender. Bids will be received through e-tendering only.

3. The tenderers should register and apply through online mode only on e-tendering portal www.tenderwizard.com/INCOMETAX. No other mode of application for tender will be entertained. The online bids can be submitted through the e-tendering portal www.tenderwizard.com/INCOMETAX by 06:00 PM on 20.08.2021.

4. Date & Time of online opening of quotations is 23.08.2021 at 11:30 AM. Opening of Tender Bids will be done online @e-tendering portal www.tenderwizard.com/INCOMETAX only.

5. The decision upon the bids received shall be taken upon by the competent authority and the same shall be communicated to the bidders through the online e-Tendering portal only. This office reserves the right to amend/withdraw any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Pr. Commissioner of Income Tax (ReFAC) (AU)-1, Jalandhar in this regard shall be final and binding on all.



(Sanjay Singh)
Income Tax Officer, (Hq.)(Admn.),
O/o Pr. Commissioner of Income Tax (ReFAC) (AU)-1,
Jalandhar.

1. **GENERAL TERMS AND CONDITIONS FOR SECURITY SERVICES:**

- The workers would be paid at the fixed prevailing rate as decided by the DC rates approved by the Local Government body for semiskilled/unskilled workers/staff by the 7th day of the following month.
- The contractor should be registered for compliance of ESI, EPF and Service Tax Rules and proof needs to be submitted.
- The contractor should have a prior experience of having provided security services to government offices and proof of the same needs to be submitted.
- The cleaning material and equipments need to be provided by the department.
- It would be the responsibility of the contractor to make alternate arrangements if for some reason workers/staff is not available.
- The workers/staff shall not claim any absorption in the department, in future. They shall be the employees of the contractor and shall never be considered as employees of the department i.e. there will be no Master & servant relationship between the employees of the contractor and the Department.
- The cleaning schedule needs to be fixed in every washroom which would have to be signed by the cleaner after cleaning. For the remaining area the cleaning schedule needs to be maintained by the supervisor.
- The workers have to be paid for only the number of days they have worked.
- Any damages to assets of the Department by the workers need to be reimbursed by the contractor.
- In case there are complaints against any worker, he/she should be replaced immediately.
- Close liaison needs to be maintained with PRO/ITO Hq(Admn).
- This office could ask the contractor to increase or reduce workers depending on the need on same terms and conditions.

Conditions for workers

- The workers have to be physically fit to carry out the work.
- The workers have to be neatly dressed.

The duties of the Security Guards would broadly include:-

1. The scope of work of security guards includes security of the office buildings (including fixtures), manning of office gates & vehicles, and any other work assigned by administrative authorities.
2. The security guards should be proficient in operating fire fighting equipments and facing any emergency situation.
3. The Total number of security guards deployed shall be at the sole discretion of this office.
4. The personnel, if not found working satisfactorily, must be replaced by the Service provider immediately.

5. The personnel should be punctual and should complete the work assigned to them promptly and meticulously.
6. The personnel should report to the officer in charge assigned by this office.
7. The service provider is responsible for payment of monthly wages to the personnel to be engaged by it in compliance of all the statutory obligations under all related and applicable laws to it from time to time including Contract Labour Act, Minimum Wages Act, Employees provident Fund, ESI Act, etc. The Service provider should ensure that wages are paid on or before 7th of following month irrespective of the fact that the bill for the month is pending for payment. It is mandatory for the service provider to pay the prevailing rates to the deployed security guards.
8. All existing statutory regulations of Central Government shall be adhered to by the service provider and all records maintained thereof shall be available for scrutiny by this office. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
9. The bill shall be submitted by the Service Provider on or before 7th of the following month. At the time of submission of bill for payment, the contractor/service provider should submit the proof for the previous payment made towards statutory liabilities. The Service provider shall make only statutory deduction from the wage paid to the personnel. Payments shall be made only to the contracting agency and on monthly basis as per actual services. The contracting agency has to raise invoices in the first week of the next month for the services rendered in this month. The department shall make payment according to the availability of the funds.
10. The persons engaged by the Contracting Agency/Service Provider will be in the employment of the Contracting Agency/Service Provider only. There will not be any employer-employee relationship between the persons deployed by the contractor and the Income-tax department.
11. The Contractor/Service provider shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
12. All damages caused by the personnel to the property of the office shall be recovered from the Service Provider.
13. This office reserves the right to extend the contract further, on the same terms and conditions subject to satisfactory performance of the Service Provider.
14. No other person except Service Provider's authorized representative shall be allowed to enter the offices.
15. Department/office will not involve in any dispute between the service provider and workers of the service provider.
16. Aadhaar/PAN Numbers of each security guards and will be verified by the service provider and they will be allowed to work in this office only after proper police verification. Proper identification card shall be provided by the contractor/bidder to the person deployed as security guards and it must be ensured that the same are worn to work & ID Cards are displayed on person.

17. The contractor/bidder shall ensure that workers deployed by it maintain discipline of the highest order and that they restrict themselves to their assigned work only.
18. Any incidence of inappropriate behaviour by any of the security guards and will lead to breach of agreement and will be sufficient cause for termination of agreement if such person is not removed immediately.
19. Notwithstanding anything contained herein, this office reserves the right to terminate the services of the Contracting Agency/Service Provider at any time without giving any notice or reasons whatsoever.
20. The contractor will have to issue wearable photo identity cards of its persons & the security guards will be required to display it all time while in office failing which the person may be asked to leave the premises & penalty of Rs.100/- on each instance of failure will be levied.

General Conditions to be satisfied by the contractor

- The Contractor should be resident of Jalandhar as on date of tender.
- The service provider should have at least 5 years similar experience in any government office and the experience certificate should be attached with technical bid.
- The service provider should have turnover of at least 1 Crore per annum for last three financial years.
- The contractor should be registered for compliance of ESI, EPF and Service Tax Rules and Proof needs to be submitted.
- The bidder should have sound financial capacity and minimum capital of Rs. 10 Lacs as on date of tender in bank account. A proof in the form of bank statement showing such balance must be attached alongwith technical bid.
- Any financial bid containing zero percent commission rate will be rejected to avoid any fictitious bidder.
- It would be the responsibility of the contractor to make alternate arrangements if for some reason workers/staff is not available. **In case the manpower is not available, no payment will be made for the day for that person, rather a penalty equivalent to cost per day of manpower will be levied and deducted from the monthly bill.**
- The bills have to be submitted along with the acknowledgement/proof of payment. The contractor should also maintain all relevant registers, records and accounts & produce the same to this office as and when required.
- The workers have to be paid for only the number of days they have worked.
- In case there are complaints against any office security guards he/she should be reprimanded/ replaced immediately.
- This office could ask the contractor to increase or reduce workers depending on the need on same terms and conditions.

- 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:-

Sr. No.	Nature of Default	Penalty of Rs.
1	Late Reporting	Rs. 100/- per day per worker
2	Non Reporting	Rs. 1,000/- per day per worker
3	Refusal of duties	Rs. 1,000/- per instance
4	Non-observance of dress-code, if any	Rs. 100/- per instance
5	Change of personnel without prior permission	Rs. 1,000/- per instance

II. MODE OF SUBMISSION OF TENDER

1. The bidders are required to submit two bids, i.e. Technical bid and financial bids, in the prescribed formats. In the technical bid, the bidder will provide details about his experience in the field, the other organizations for which he is providing such services, details regarding compliance of statutory laws etc. In the Financial bid, the bidder will submit the quotation for his charges. The service providers will be short listed on the basis of their technical competency after opening of technical bids. Financial bids of only those bidders, who are short listed on the basis of Technical bid will be opened and the bid with lowest quotations among the opened bids will normally be approved.
2. The department has right to relax Technical Qualification in case of sufficient number of quotations would have not received.
3. This office reserves the rights to postpone/and or extent the date of receipt/opening of dates/Quotations or to withdraw the same, without assigning any reason thereof.
4. The service provider are required to submit the complete rates/ Quotations only after satisfying each and every conditions laid down in the terms and conditions.
5. All the rates must be written both in figures and words.
6. Rates/quotations should be submitted and signed under the seal by the firm with its current business address.
7. The contractor/ service provider shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms conditions contained herein and submit the same along with Technical Bid.
8. The contractor/Service provider must comply with the rates/quotations, specification and all terms and conditions of contract. No deviation in the terms and conditions of the contract shall be entertained unless specifically mentioned by the service provider in the rates/quotations and accepted by the department.

9. Bids received later than the stipulated date and time will not be considered under any circumstances. This office reserves the rights to reject any tender, even the lowest one without assigning any reasons thereof.
10. The interested Company/Firm/Agency may submit **tender fee in the form of Demand draft of Rs.1000/- (One Thousand Only) and Earnest Money Deposit of Rs. 10000/- in the favour of the ZAO, Jalandhar. The Demand draft should be submitted to Income Tax Officer (Hq)(Admn), O/o Pr. Commissioner of Income Tax (ReFAC) (AU)-1, Jalandhar, before 6:00 P.M. of 20.08.2020.** Qualifying bids without tender fee and EMD will be rejected, EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidders who withdraw or the details furnished in Technical and Financial Bid are found to be incorrect and false during the tender selection process. No interest shall be paid on the EMD.
11. For any clarification in the matter and/or prior appointment may be made with **Income Tax Officer, (Hq.)(Admn.) O/o Pr. Commissioner of Income Tax (ReFAC) (AU)-1, Room No. 208, Aayakar Bhawan, C.R Building, Jalandhar.** In case any successful bidder is found paying lesser than minimum wages, defaulters of EPF/ESI/IT/Labour Laws, his contract will be terminated the bidder will be blacklisted.

III. TECHNICAL CONDITIONS

1. The contractor/bidder should be registered with the appropriate registration authority with regard to providing manpower to the Government offices i.e. State/Union Territory's Labour Department (Enclose copy of registration certificate of Labour License).
2. The contractor / bidder should have at least five years experience in providing similar services to Government Department. (Enclose documentary evidence).
3. The contractor/bidder should have valid service tax registration/ GST and PAN/TAN which is to be quoted in the sealed quotation and it should never be defaulter to make the above payment.
4. The contractor/bidder should be registered with ESIC & EPF authorities and the attested copies of proof thereof should be provided along with the technical bid.
5. The Annual Turnover of the service provider /Contractor should not be less than Rs. One crore for each of last three Financial Years 2018-19, 2019-20 and 2020-21 and a certified copy of balance sheet and profit and loss account must be enclosed as proof.
6. The Service provider/Contractor must submit copy of Income Tax Returns for A.Y. 2018-19, A.Y. 2019-20, A.Y 2020-21.

IV.

FINANCIAL CONDITIONS

1. The contractor will have to specify the amount to be charged by it towards Service charges/commission for providing the security guards. Service charges should not be less than 2% of the total amount of wages. It may be noted that in order to eliminate frivolous bids and disguised charges/deduction from wages of personnel, service providers bidding at 0% commission shall be disqualified.
2. In case multiple bidders quoting same rates the competent authority will decide the allocation based upon their capital position and past contract experience with own and other government departments.
3. Schedule of Requirement- An affidavit (or the stamp paper of Rs. 100/-) is required to be submitted by the successful bidder at the time of award of contract regarding the fact that the persons employed by the contractor shall be the employees of the bidder for all intents and purposes and, in no case employer-employee relationship between the said persons and the Pr. CIT (ReFAC) (AU)-1, Jalndhar shall accrue implicitly or explicitly and the bidder shall solely be responsible for providing all the statutory benefits (as per relevant laws) e.g. EPF, ESI to eligible Staff employed by it. The affidavit should also contain a declaration that bidder shall make payment of compensation under the Workmen's Compensation Act 1923 or any other applicable Acts or Enactments in case of injury or death of any of its workers will be paid by the bidder. The affidavit should also contain a declaration that the bidder shall take care of all other statutory liabilities as well) in the most sincere manner and shall solely be responsible for the same.

IMPORTANT NOTE

Bidder should ensure that the following documents are part of the **QUALIFYING-cum-TECHNICAL BID**:

1. Technical Bid duly filled
2. Copy of PANCARD
3. Copy of Service Tax/GST Registration Certificate
4. Copy of Registration Certificate with EPF
5. Copy of Registration Certificate with ESI
6. Any other proof required in the tender document.
7. Tender Document (all pages signed with seal)

FINANCIAL BID:

- (a) Duly filled in Financial Bid and its enclosure.

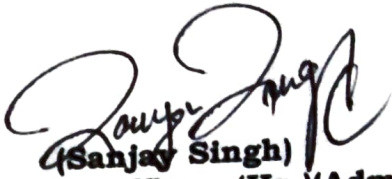
RATES AND PRICES: The bidder shall quote their PERCENTAGE COMMISSION rates for personnel to be employed per month (**in both words and figures**).

SUBMISSION OF TENDERS -MODE

- (a) The tender should be submitted ONLINE through the website www.tenderwizard.com/INCOMETAX only. Both the bids i.e. Technical and Financial should be in English only and prices should be written/quoted in both figures and words. In case there is difference in rates quoted by a tender in figures as well as in words, the quoted rates in words shall be considered only for evaluation and other purposes.
- (b) The tender should ensure that all the scanned copies required to be uploaded online should be of original/true copies of documents which are duly attested/sealed and signed.
- (c) The prospective tender should ensure that the documents uploaded on the e-portal are clearly typed and scanned and should be clearly legible.
- (d) Tender(s) received beyond the last date of submission shall be summarily rejected and no claim of tender shall be entertained in respect of receipt of tenders at a later stage. No tender will be entertained by E-mail or FAX.
- (e) The Income Tax department reserves the right to cancel/postpone the tender/contract procedure without assigning any reasons there for.

OPENING OF BIDS:

1. The process of opening the bids shall be done on e-Tendering portal only. The prospective tenders are not required to be present in this office during the analysis of the bids. Any bids which are not as per the instructions /terms and conditions will be liable to be rejected. Communication in this regard will be made to the bidders through e-portal only.
2. The Financial bids of only those bidders shall be analyzed who are found to be successful in their Technical bids.
3. The decision towards finalization of the bids received shall be taken upon by the Competent Authority and the same shall be communicated to the bidders through online e-Tendering portal only.


(Sanjay Singh)
Income Tax Officer, (Hq.)(Admn.),
O/o Pr. Commissioner Of Income Tax
(ReFAC) (AU)-1, Jalandhar

Technical Bid

(To be uploaded only in attached Excel Sheet)

QUALIFYING-cum-TECHNICAL BID DOCUMENT		
Sl. No.	Particulars	
1	Name of the Party	
2	Complete Address (With Tel No., Fax No.)	
3	Name and Address of the Proprietor/Partners/Directors (with mobile/Contact no.)	
4	Contact Persons (with mobile no.)	
5	Whether the applicant is resident of Jalandhar as on date of tender ? State Yes or No ? [Proof required to be attached, if Yes]	
6	No. of years of experience in providing security services (enclose proof such as performance Reports/ Experience Certificate from clients)	
7	Whether the applicant has prior experience of providing security services to government office? If yes , enclose proof.	
8	Details of Turnover for last three financial years (Enclose copy of balance sheet and profit and loss account): FY 2020-21 FY 2019-20 FY 2018-19	
9	Permanent Account Number (PAN) (enclose copies of TDS/ITR)	
10	Details of ESI & EPF registration along with evidence	
11	Details of Service Tax/GST Registration along with evidence.	
12.	Whether the bidder has capital of Rs. 10 Lacs as on date. If Yes, attach bank A/c Statement as proof.	
13	Details of Tender fee : DD/Banker Cheque No. : Bank Name :	Date :
14	Details of EMD : DD/Banker Cheque No. : Bank Name :	Date :
<u>DECLARATION</u>		
<p>I hereby certify that the information furnished above is true and correct to the best of my knowledge/our knowledge and I have read and understood the terms and conditions contained in the Tender Document. I understand that in case any deviation is found in the above statement at any stage, I/we will be blacklisted and will not have any dealing with the Department in future.</p>		

Financial Bid

(To be uploaded only in attached Excel Sheet)

FINANCIAL BID DOCUMENT

<u>Sl. No.</u>	<u>Particulars to be furnished</u>	
<u>1</u>	Name of the Party	
<u>2</u>	Address (with Tel No., Fax No.)	
<u>3</u>	Name of the office/Location for Which quoted	
<u>4</u>	Total Percentage of total cost of manpower as Commission (exclusive of Service tax/GST) per month	

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my knowledge/our knowledge and I have read and understood the terms and conditions contained in the Tender Document. I understand that in case any deviation is found in the above statement at any stage, I/we will be blacklisted and will not have any dealing with the Department in future.

Notes:

- The rates quoted by the tendering Agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
- The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.
- The Service Contractor shall not quote services charges at zero margins and shall not pay wages below the minimum prescribed rates.
- The service charges should not be less than 1% in case of individuals and 2% for Firms/Companies/others (i.e. rate of TDS as per Income Tax Act, 1961). In case of zero/lesser services charges the offer will not be considered and the offered bid will be directly rejected as the time of price evaluation. GST/Service Tax may be charged as applicable.

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- (a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State;
AND
- (b) We hereby certify we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/managers/employees.

Signature: Name & Designation with office

Seal

DECLARATION

1. I, _____ Son/Daughter/Wife
of _____ Shri
_____ Proprietor/Dir
ector, authorized signatory of the Agency / Firm, mentioned above, is
competent to sign this declaration and execute this tender document; I have
carefully read and understood all the terms and conditions of the tender and
undertake to abide to them;

2. The information/documents furnished along with the above application
are true and authentic to the best of my knowledge and belief. I / we, am/ are
well aware of the fact that furnishing of any false information/ fabricated
document would lead to rejection of my tender at any stage besides liabilities
towards prosecution under appropriate law.

**Signature of authorized
person**

Full Name:

Seal:

Date:

Place: