

### OFFICE OF THE PRINCIPAL COMMISSIONER OF INCOME TAX,

1<sup>ST</sup> Floor, SVR Plaza, D.No. 40-6-15, Revenue Colony, Siddhartha Public School Road, Moghalrajpuram, Vijayawada – 520 001. Telephone (o) – 0866-2478481 :: FAX – 0866-2477062 :: email – <u>citvijayawada@gmail.com</u>

F.No. Quotations/PCIT/VJA/2018-19

Date : 11.10.2018

### **INVITATION OF QUOTATIONS FOR "SECURITY SERVICES"**

The Income Tax Department, Vijayawada invites sealed quotations from reputed/ authorized persons/agencies to provide **SECURITY SERVICES (SIX SECURITY GUARDS)** at SVR Plaza, D.No. 40-6-15, Revenue Colony, Siddhartha Public School Road, Moghalrajpuram, Vijayawada and 4<sup>th</sup> Floor, D.No 55-17-2 to 4, Stalin Corporate, Auto Nagar, Vijayawada for a period of two years from the date of finalization of outsourcing contract as per the following terms and conditions :-

1. This Invitation of Bids is open to all the reputed persons/agencies having at least **3 years** of experience of providing Security services to renowned organizations/major hospitals for **the three preceding financial years**.(i.e 2015-16,2016-17 and 2017-18).

2. The bidder should possess all the statutory/non-statutory registrations, licenses, permissions, approval etc. from the Competent Authorities for providing the required services. The bidder should be registered with EPF and ESIC authorities.

3. The bidder should be registered under GST, All relevant State Government authorities including labour department and police department. The possession of PSARA license is a must.

4. The bidder should submit at least two "Satisfactory Performance Certificates from the organizations to which it has been rendering the security services, along with the Technical Bid.

5. The Bidder should not have been blacklisted/debarred by Central/State Govt. Department/ Organisations to whom it has been rendering security services and letter certifying the same should be submitted on duly notarized Rs. 10/- Stamp Paper.

6. The successful bidder should carry out services as mentioned above, by deploying the required number of people as mentioned in the annexure to this document and satisfaction of the service taker.

### **INSTRUCTIONS TO THE BIDDERS:**

1. The tender forms comprising of Eligibility and qualifications criteria (annexure-I) and Financial bid (Annexure-II), duly filled and complete in all respects and in separate envelopes, shall be submitted in single sealed cover to **"The Principal Commissioner of Income Tax, Vijayawada".** 

2. Forwarding letter should clearly indicate the list of enclosures. Each page of the tender document should be signed by the bidder with seal of the Agency / firm as a token of having read and understood the terms and conditions therein, and submit the authorization also along with the filled in bid form.

3. The bidder has to give an undertaking that the amount of wages paid to the workers (Unarmed) should not be less than the prescribed amount by the State Government as per G.O. Ms.No.43, Labour Employment Training and Factories (Lab-II), 28<sup>th</sup> May, 2010. After quoting the minimum payment amount to the Security Personnel as mentioned in the above clause, bifurcation details viz., the percentage of commission/charges by the supplier and the relevant statutory taxes thereon should be clearly mentioned The photocopy of the pass book will have to be furnished to the Department as evidence of payment with the bill of subsequent month.

4. The rates of statutory liabilities (GST, ESIC, EPF etc) should be written separately in the Financial bid for each person per month

5. The bid may be rejected if it is not complete in any respect.

6. Furnishing of false, misleading, inaccurate information of particulars in the bid document or in any other manner shall lead to the disqualification of the bid and bidder at any stage or time. It shall also lead to termination of the contract, if awarded.

7. **The Principal Commissioner of Income Tax, Vijayawada** will have the final right to elect the bidder most suited and responsive to its requirement.

8. Agency will have to seek prior permission before replacing the already deputed staff with all the requisite details.

## 9. For clarification on any issue related to bid or work, the bidder may visit the ITO (HQrs-1) on any working day at office hours.

10. The bidder/its representative may visit the office premises in the working hours of any working day before the closing date of submission of tender.

11. The services charges cannot be 0% or nil. The person's bid quoting nil or 0% will be summarily rejected.

12. The guards provided by the agency must be fit for duty and neatly dressed with proper uniform.

### TERMS AND CONDITIONS OF THE CONTRACT:

1. The Agency, to whom the contract is awarded, would provide Security services. The name, address and contact number of the security staff should be furnished to **The Principal Commissioner of Income Tax, Vijayawada**. The name, address and contact number of person should be furnished with whom the department/Controlling Officer should contact, in case of any problem faced with regard to services being provided by such agency on day to day basis.

2. In case of failure to commence the work by the Agency within **stipulated time**, the contract may be cancelled by the Department and security deposit may be forfeited. In such case, new tenders will be floated.

3. Agency will have to pay their workers as per the provisions of minimum wages notified from time to time by the **State Government.** 

### 4. The contractor is required to render services for all days of year 365x24x7 (including Sundays and national holidays).

5. **The Principal Commissioner of Income Tax, Vijayawada** shall make the outsourcing contract payment on monthly basis on the production of bill by the contractor. The payment shall be made to the contractor in the subsequent month after due verification of fulfillment of statutory obligations in respect of that bill.

6. The Contractor agrees and undertakes to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the State / Central Govt. or any local body or any other authority.

7. Without prejudice to the preceding term of the outsourcing contract, the service provider will be liable to reimburse **the Principal Commissioner of Income Tax, Vijayawada** any cost or legal liability/penalty/fine imposed on the Income Tax Department, Hyderabad by any authority, because of any, misconduct or any act of omission or commission of the contractor or any of the workers/subcontractors/agents/any other persons deployed by the contractor.

# 8. The office shall have the right to withhold any reasonable sums from the amounts payable to the contactor under this contract, if the contractor commits breach of any of the terms and conditions with regard to payment of all statutory and other dues or compliances with statutory or other obligations.

9. Any change in the constitutions or ownership of the concern of the contractor shall be notified forthwith by the contractor in writing to the **Principal Commissioner of Income Tax**, **Vijayawada** within the period of seven days and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the contractor in respect of this contract unless he/she/they agree to abide by all the instructions and terms & conditions of the contract.

10. This agreement shall be in force only for a period of **Two Years** from the date of execution of contract. However, the contractor's performance will be observed for the period of initial 3 months from the date of signing the contract. Based on the performance to the satisfaction of the department, the contract would be extended for remaining 21 months.

11. In case the Contractor assigns or sub-contracts this contract to some other person or attempts to do so, **The Principal Commissioner of Income Tax, Vijayawada** shall have the right to terminate the agreement without giving any notice to the contractor.

12. The **The Principal Commissioner of Income Tax, Vijayawada** shall have the right to unilaterally terminate the contract without specifying or assigning any reasons for the same, by giving one month's notice to the contractor.

13. On termination of contract for any reason whatsoever, **The Principal Commissioner of Income Tax, Vijayawada** shall be entitled to engage the services of any other person, agency or Contractor to meet the requirements without prejudice to its rights including claim for damages against the Contractor.

14. The Contractor shall co-operate with the other contractors/service providers and their workers working in the premises/building.

15. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Vijayawada. However, no dispute shall be taken by either of the parties to the contract, to any court of law without first referring it to an arbitrator, who will be appointed by the mutual consent of both the parties and any decision of the arbitrator will be final and binding on both parties, and shall not be appealable in any court of law, except on the grounds of mala fide or perversity.

16. All Premises are to be guarded all days of a year 365x24x7 including Sundays and national holidays.

17. The security staff shall be responsible for the security of Income Tax offices and buildings and other properties in Vijayawada in all respects.

18. The security staff shall maintain discipline and decorum in the office. In case any person is found deficient in performing duties or maintain discipline or on being pointed out by the office in this regard, the contractor shall replace that person.

19. The security staff shall be physically fit for duty and shall wear neat and clean uniform provided by the contractor, while in office. If any security staff is not in uniform during office hours, it shall be treated as if he is absent on that day and deduction shall be made accordingly from the monthly payment to the contractor.

20. Any damage caused to any equipment or article or item at the premises due to negligence of the employees/agents of the contractor shall be on his account and he will be liable to make good the loss to the Department, or the damage will be recovered/deducted from the payment due to the contractor/service provider.

21. This office reserves the rights to postpone/and/or extend the date of receipt/opening of Rates/Quotations or to withdraw the same, without assigning any reason thereof.

### 22. In case of any dispute the decision of The Principal Commissioner of Income Tax, Vijayawada shall be final.

23. The Bidder shall furnish Earnest Money Deposit (EMD) of Rs. 10,000/- in the form of Demand Draft/Banker's Cheque from a Commercial bank, drawn in favour of "Zonal Account Officer, CBDT, Hyderabad, payable at Hyderabad. The EMD in respect of the agencies/vendors which do not qualify the Technical Bid (First stage) /Financial Bid(Second Competitive stage) shall be returned to them without any interest. However, the EMD in respect of the successful bidder may be adjusted towards the Performance Security Deposit. Further, if the agency fails to render services as per the requirement within 20 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.

24. The bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document.

25. The bidder is required to enclose self-attested photocopies of the following documents along with the Technical Bid:-

- a) Registration Certificate with Labour Department.
- b) Copy of PAN card.
- c) Copy of IT return filed for the last three financial years

d) Registration certificate with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

- e) Copy of the Service Tax Registration Certificate.
- f) Work experience of similar work with renowned organizations.

g) Copy of Service Tax Assessment and Return filed by the firm for last two years. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's riskand may result in rejection of the bid.

h) The PSARA license copy should be filed.

26. GST Deductions/adjustments shall be made from the bills before making the payment as per statutory provisions, if any.

27. The contractor will be required to deposit a Performance Bank Guarantee from Schedule Commercial bank @ 10% of the annual value of the contract as security for due fulfillment of contract. The Bank Guarantee should be executed in the Proforma. It should be valid till the expiry of one year /contract period. The bank Guarantee must be submitted within 10 days from date of award of contract. This security shall be liable to forfeiture in the event of any breach or non-observance of the terms of the contract by the contractor or premature termination of the contract on part of the contractor for any reason. The performance guarantee will be renewed by the contractor, if the contract is extended after the normal expiry period of the contract.

28. The bidders shall bear all costs associated with the preparation and submission of its bid and the Income Tax Department, Vijayawada will in no case be held responsible/liable for these costs, regardless of the conduct or outcome of the bidding.

29. Bids received later than the stipulated date and time will not be considered under any circumstances. This office reserves the right to reject any tender, even the lowest one without assigning any reasons thereof.

30. The bid shall consist of two parts- Annexure I (Technical Bid) & Annexure-II (Financial Bid). Both the bids are to be placed in two sealed envelopes(clearly super scribing 'Technical Bid' and 'Financial Bid', complete in all aspects and kept in sealed cover together, should be super scribed as 'Quotation for Security Services' maybe dropped in the TENDER BOX marked as "Quotations Box for Security Services" located at O/o The Principal Commissioner of Income Tax, Vijayawada. The bids of all parties whose financial bid is not in a separate sealed cover or the rates quoted by them finds mention in their Technical Bid shall be rejected forthwith.

Closing Date and Time for submission of quotations

: 31.10.2018 at 04.00 PM : 01.11.2018, 11.30 AM onwards

Date and time of opening of quotations (Technical bids & Financial bids)

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(G. Kana Ka-Dunga) (G KANAKA DURGA)

(G KANAKA DURGA) Income Tax Officer (HQrs-1) O/o the Principal Commissioner of Income Tax,

### ANNEXURE-I (Technical Bid)

### **INCOME TAX DEPARTMENT, VIJAYAWADA - 520010**

- a) Name of the concern
- b) Complete Address of the concern (with telephone No. Fax & Email)
- c) PAN No. & Service Tax Registration No. EPF Registration and ESIC Registration with photocopies.
- d) Complete Name and addresses of the Partners / Directors/ Proprietor with mobile no. (in case of firm/company/proprietorship
- e) Contact person (s) (with mobile number)
- f) Whether the concern has at least two "Satisfactory Performance Certificates" for similar services i.e. security services etc from the renowned organizations to which it is providing such services.
- g) Details of Earnest Money Deposit
- h) An undertaking with regard to compliance of Minimum Wages Act, ESI & EPF provisions should be annexed.

#### DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. In case any deviation/discrepancy is found in the above statement at any stage, the contract is liable to be terminated immediately and the concern may be blacklisted by the competent authority.

(Signature of owner or authorized Signatory with date & Stamp).

### ANNEXURE-II (Financial Bid)

### **INCOME TAX DEPARTMENT, VIJAYAWADA - 520010**

- 1. Name of the concern
- 2. Complete Address of the concern (with telephone No. Fax & E-mail)
- 3. Complete Name and addresses of the Partners/Directors/Proprietor with mobile no. (in case of firm/company/proprietorship
- 4. Contact person (s) (with mobile number)
- 5. Permanent Account Number (attach copy)
- 6. GST Registration number (attach copy)
- 7. Charges per month excluding statutory taxes & liabilities
- 8. Details of Minimum wages proposed to be paid along with the details of statutory payments to be made. Separate mentioning about the minimum wages proposed to be paid. Separate mentioning of Minimum wages , PF, ESI, other allowances and any other payment be mentioned per person, per month and per year be mentioned.

(Signature of authorized Signatory with date & Stamp).

### DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief I further certify that I shall abide by the provisions of the Minimum Wages Act.

In case any deviation/discrepancy is found in the above statement at any stage, the contract is liable to be terminated immediately and the concern may be blacklisted by the competent authority.

(Signature of authorized Signatory with date & Stamp).