



कार्यालय/OFFICE OF THE
प्रधानमुख्य आयकर आयुक्त बिहार और झारखण्ड
PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX BIHAR & JHARKHAND
प्रथम तल, केंद्रीय राजस्व भवन/1st FLOOR, C.R BUILDING,
बीरचंद पटेल मार्ग, पटना-800001/BIRCHAND PATEL MARG, PATNA-800001
ईमेल/Email- patna.ito.infra@incometax.gov.in

F.No. PCCIT/Pat/Wel/65050/02/24-25/Vol.II/ 10324

Dated: 31st Jan, 2025

TENDER NOTICE FOR HIRING OF 105 SECURITY PERSONNEL

Office of the Principal Chief Commissioner of Income Tax (B&J), Patna invites sealed bids for **hiring 105 security personnel, including 06 security guards with arms, 97 security guards without arms and 02 supervisors**, for different offices of the Income Tax Department located in the state of Bihar. Details regarding eligibility criteria, Terms/ Conditions, etc. are mentioned in the Tender documents, bearing bid No. GEM/2025/B/5895002 dated 31.01.2025 which may be viewed /downloaded from the **GeM Portal (<https://bidplus.gem.gov.in/>) and also from the CPPP Portal (<https://eprocure.gov.in/> under tab search tender/bid-Bid RA Notice GeM)**. The last date for filing of Tender through GeM Portal is **25.02.2025 at 18:30 hrs.**

The Income Tax Department, Patna reserves the right to cancel or postpone or reject the Tender process or reject any bid without assigning any reason.

Rajiv Ranjan
31.01.2025
Income Tax Officer(Welfare-I), Patna



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5895002
Dated/दिनांक : 31-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-02-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-02-2025 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Revenue
Organisation Name/संगठन का नाम	Central Board Of Direct Taxes (cbdt)
Office Name/कार्यालय का नाम	Patna
क्रेता ईमेल/Buyer Email	jibachhkumaryadav@incometax.gov.in
Item Category/मद केटेगरी	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Security Supervisor , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Armed Security Guard , Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
Contract Period/अनुबंध अवधि	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1000 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	3984300

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	42

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

ZAO
ALANKAR PALACE, BORING ROAD, PATNA, BIHAR
(Zao, Cbd, Patna)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope Of Work For the Service:[1738322069.pdf](#)

**Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential;
Security Supervisor (2)**

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Security Supervisor
Category of Skills	Skilled
Gender	No Preference
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 55 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	must have past experience
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Jibachh Kumar Yadav	800001,Birchand Patel Marg	2	<ul style="list-style-type: none"> • Number of working days in a month : 30.42 • Tenure/ Duration of Employment (in months) : 36 • Basic Pay (Minimum daily wage) : 868 • Provident Fund (INR per day) : 104.16 • EDLI (INR per day) : 4.34 • ESI (INR per day) : 0 • EPF Admin charge (INR per day) : 4.34 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Armed Security Guard (6)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Armed Security Guard
Category of Skills	Skilled
Gender	No Preference
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 55 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	must have past experience

Specification	Values
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Jibachh Kumar Yadav	800001, Birchand Patel Marg	6	<ul style="list-style-type: none"> • Number of working days in a month : 30.42 • Tenure/ Duration of Employment (in months) : 36 • Basic Pay (Minimum daily wage) : 954 • Provident Fund (INR per day) : 114.48 • EDLI (INR per day) : 4.77 • ESI (INR per day) : 0 • EPF Admin charge (INR per day) : 4.77 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (30)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential

Specification	Values
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	No Preference
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 55 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	must have past experience
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Jibachh Kumar Yadav	800001,Birchand Patel Marg	30	<ul style="list-style-type: none"> • Number of working days in a month : 30.42 • Tenure/ Duration of Employment (in months) : 36 • Basic Pay (Minimum daily wage) : 868 • Provident Fund (INR per day) : 104.16 • EDLI (INR per day) : 4.34 • ESI (INR per day) : 0 • EPF Admin charge (INR per day) : 4.34 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (67)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	No Preference
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to 55 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	must have past experience

Specification	Values
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Jibachh Kumar Yadav	800001, Birchand Patel Marg	67	<ul style="list-style-type: none"> • Number of working days in a month : 30.42 • Tenure/ Duration of Employment (in months) : 36 • Basic Pay (Minimum daily wage) : 739 • Provident Fund (INR per day) : 88.68 • EDLI (INR per day) : 3.7 • ESI (INR per day) : 24.02 • EPF Admin charge (INR per day) : 3.7 • Bonus (INR per day) : 61.56 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

ZAO, CBDT, PATNA
payable at
PATNA

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

7. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

8. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for

attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the General Terms and Conditions/सामान्य नियम और शर्तें, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

**TERMS AND CONDITIONS OF THE TENDER
FOR PROVIDING PHYSICAL SECURITY SERVICES**

I. Eligibility Criteria for Security Provider:

1. Security Provider may be a Proprietary Firm/ Partnership Firm / Company/ AOP/ BOI/LLP which possesses the following statutory documents:
 - (a) Up-to-date license to engage in the business of private security agency under Private Security Agency (Regulation) Act, 2005, and relevant Rules, issued from time to time from the state of Bihar.
 - (b) The Security Provider must have valid up-to-date Labour License under Contract Labour (Regulation and Abolition) Central Rules, 1970. Applied for labour license will not be accepted.
 - (c) Up-to-date Establishment Registration Certificate for Patna station duly issued by the appropriate authority.
 - (d) Code Numbers allotted by ESIC and EPF Commissioner alongwith ECRs for the month of December, 2024.
 - (e) GST Registration Certificate alongwith returns for last two financial years.
 - (f) Valid PAN card.
2. The Security Provider must have registered office / branch office in Patna which should be headed by a retired commissioned officer of Defence Services or Gazetted officer of Central / State Police Force throughout the contractual period (documentary proof to be submitted).
3. The Security Provider must have minimum five years of experience as security service provider in Central/State Government Departments/PUSs.
4. The Security Provider should have up-to-date valid ISO certification which must cover security services in the scope of work/activities.
5. The Security Provider should have completed at least two works of providing similar services (security services) during the period of five years in Central / State Government Departments/PSUs. Submit proof of experience certificates/work order signed by the clients.
6. The Security Provider should have a minimum turnover of Rs. 10 crore per annum during the last three consecutive financial years i.e. for F.Y. 2021-22, F.Y. 2022-23 & F.Y. 2023-24. Necessary supporting documents shall be enclosed with audited account, Balance Sheet and Profit & Loss Account and IT Returns for the same financial years.
7. The Security Provider must have successfully completed at least one similar work during the period of three years in Central Government Departments/PSUs with minimum one hundred personnel in a single contract.

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8. The Security Provider must have past experience of executing contract of at least 03 districts in any one state.

9. The Security Provider must quote Minimum Floor Price for minimum wages in accordance with the Ministry of Finance, Department of Expenditure, Procurement Policy Division O.M. No. F.6/1/2023-PPD dated 23.06.2023.

10. The Security Provider should furnish copies of latest EPF & ESIC challans of one hundred workers and submit an affidavit that the workers are engaged only for security services.

11. There should be no case pending with the police against the Principal Officer of the Security Provider which may be called as proprietor, partner, director or principal officer or such other name. The Security Provider should have not been blacklisted by any organization/Govt. Department/PSU. An affidavit in this effect is required to be given by the Security Provider alongwith bid documents.

11.1 The Security Provider should not be debarred on account of conviction under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of public procurement contract. Further, the name of the bidder, or its successor, should not feature in the list of Department of Expenditure (DoE) list of debarred entities, as mentioned in the GeM CPPP Portal. An affidavit in this effect is required to be given by the Security Provider alongwith bid documents that it satisfies the conditions laid down in Rule 151 of GFR, 2017.

12. Attested copy of latest Satisfaction Certificate for F.Y. 2023-24 from the present office(s) in which the Security Provider is providing similar services has to be enclosed separately.

13. The Security Provider must give an undertaking that it shall meet the hospitalization/treatment expenses and compensation claim of the security personnel provided by it in case of mishap, if any.

14. For better maintenance of hygiene of the Security Guard/Security personnel, the Security Provider must provide them proper uniform, three ply mask, long boots and rain coat.

15. The tender/contract is not transferable under any circumstances.

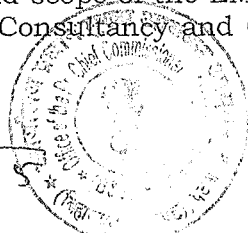
16. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.

17. The Income Tax Department, Patna reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof, and the decision of the Income Tax Department, Patna in this respect shall be final.

18. The EMD (Earnest Money Deposit) will be 3% of the total value of the contract which should be submitted to the Income Tax Department alongwith relevant proof in hard copy. The ambit and scope of the EMD will be the same as defined in the Manual of Procurement of Consultancy and Other Services, 2017 (updated June,

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2022). Further, EMD will be forfeited if the tenderer withdraws, amends, impairs or derogates from the tender in any respect within the period of validity of the tender i.e. 45 days as per the relevant provisions of the Rule 170 (i) of the GFR-2017.

19. The successful tenderer shall be required to furnish a Security Deposit in the form of Bank Guarantee, within 30 days of its selection. In case, the successful tenderer fails to furnish the required Security Deposit within the stipulated date then the EMD furnished may be forfeited. The EMD will be refunded to the respective unsuccessful tenderers without any interest and as per the provisions stipulated vide Department of Expenditure, New Delhi O.M. No. F.1/2/2022-PPD dated 01st April, 2022.

20. The Security Provider must submit the Certificate of Commitment issued by the CVC.

21. The Security Provider is required to qualify all the terms & conditions, as discussed above. Any bidder, not qualifying any of the aforesaid terms and conditions will be summarily rejected.

22. The Service Provider registered under the relevant provisions of the Micro, Small and Medium Enterprises Development Act, 2006 will be preferred. The preference given to startups (including the MSEs) under Rule 173 of the GFR, 2017 read with para 1.9.1 of the Manual for Procurement of Consultancy & Other Services-2022, shall be as under:

(i) The requirement of prior experience under para 1.5 of this document shall be reduced to "at least 01 work of providing similar services (security services) during the period of 05 years in Central/State Government Departments/PSUs for MSEs and Startups."

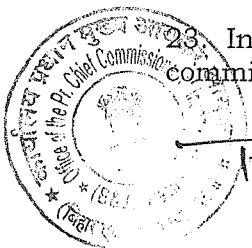
(ii) The requirement of minimum turnover under para 1.6 of this document shall be reduced to 04 crore for eligible Startups/MSEs.

(iii) The requirement of EMD (Earnest Money Deposit) under para 1.20 shall be waived off for the MSEs, as defined in MSE Procurement policy issued by the Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, and also for the Startups, as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), as per the relevant provisions of the Rule 170 of the GFR-2017.

22.1 Furthermore, as per the provisions stipulated at para 1.9.1 of the Manual for Procurement of Consultancy & Other Services-2022, Micro and Small Enterprises (MSEs) registered under Udyam Registration and startups recognized by Department of Industry & Internal Trade (DPIIT), are eligible to avail the benefits, as mentioned at para 22 (i) to (iii) above.

22.2 However, the above mentioned relaxations, as enumerated from para 22 (i) to (iii), to the eligible Startups /MSEs shall be subject to the meeting of quality and technical specifications as mentioned in the tender documents.

23. In the case of Multiple L1 bidders, the selection will be made by tender committee constituted for this purpose as per the relevant provisions stipulated at



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para 9.4.4(ii) of the Manual for Procurement of consultancy & Other Services (updated June, 2022).

II. Estimated manpower requirement:

1. The Security Provider shall be able to deploy following strength of security personnel in Income Tax Offices/premises situated at different stations in the region of Bihar:

S. No.	Stations	Security Guards (with Arms)	Security Guards (without Arms)	Supervisor of Security Guards
1	Patna	6	30	1
2	Arrah	-	3	
3	Bihar Sharif	-	3	
4	Hajipur	-	3	
5	Gaya	-	3	
6	Sasaram	-	3	
7	Aurangabad	-	3	
8	Chapra	-	3	
9	Bhagalpur	-	4	
10	Muzaffarpur	-	3	
11	Begusarai	-	3	1
12	Katihar	-	3	
13	Munger	-	3	
14	Saharsa	-	3	
15	Purnea	-	3	
16	Lakhisarai	-	3	
17	Betiah	-	3	
18	Madhubani	-	3	
19	Motihari	-	3	
20	Sitamarhi	-	3	
21	Siwan	-	3	
22	Darbhanga	-	3	
23	Samastipur	-	3	
	Total:	6	97	2

2. The Security Provider shall at all times maintain full strength of security personnel specified above. Failure to provide full contingent of security personnel by the security provider on any given day or the designated post is left vacant will result in imposition of a penalty of 5% on the monthly service charges.

3. The Security Provider shall also provide extra security personnel as and when required by the Department during emergency for a short term or long term on the same terms and conditions.

4. The Security Provider shall be responsible for replacement of any security personnel falling sick, proceeding on leave or otherwise absent at no additional cost to the Income Tax Department. Failure on the part of the security provider to maintain daily flow of security personnel to the full strength for all shifts (24 X 7) will attract reduction in service charges along with 5% penalty. In this connection, it is hereby clarified that no payment, including



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service charge, will be paid in respect of total man days lost on account of the absence of the guard and quantum of penalty will be calculated at the rate of 5% of the lost main-days.

5. The manpower deployed by the Security Provider shall be required to work in shifts as detailed below. The normal shift timings for security duties are as follows:-

1.	1 st Shift	0600 hrs. to 1400 hrs. (8 hours)
2.	2 nd Shift	1400 hrs. to 2200 hrs. (8 hours)
3.	3 rd Shift	2200 hrs. to 0600 hrs. (8 Hours)

6. The Security Provider shall ensure that the security personnel provided for the security work have deployed as per the relevant provisions of the labour laws. The Security Provider must take full responsibility for any violation of labour laws.

7. The duty hours should not exceed eight hours at a stretch in any given day. Continuous shifts by the same person should be avoided and no post should remain unmanned. Odd duties/shifts may be required according to exigencies, which are to be provided by the Security Provider.

III. Minimum Standards of Security Personnel to be deployed:

1. Eligibility Criteria for Security Personnel: -

- Minimum education of 10th pass. Retired Army/ Navy/ Air force/ Paramilitary personnel may be preferred.
- Age of security personnel should be between 18 to 55 years. However, the upper age limit for the ex-servicemen may be relaxed to the extent permitted by law.
- Ability to read, write and speak in Hindi/English and regional language.
- Knowledge of maintaining visitor pass system, verification of identity proof, material movement records, lock & key management system, firefighting & usage of fire extinguishers and emergency response & disaster management system.

2. Training / Physical & Medical Fitness:

- Security Personnel must be medically fit, physically well-built and possessing robust health.
- The Security Provider shall impart periodical training in industrial security, firefighting, handling of security equipment and other changing security and safety environment as per the requirement of the Department.
- The Security Provider shall ensure that at any point of time the age of the security personnel deployed during the contract shall not exceed 55 years, subject to the relaxation provided above to ex-servicemen.



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IV. Scope of work:

1. Security personnel provided by the Security Provider shall safeguard the materials and properties of the Department. The scope of work means all security work in a broad sense including, but not necessarily limited to:

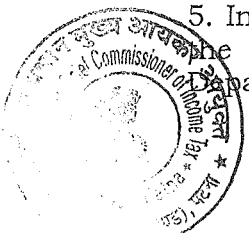
- (i) Security of the men, material and other assets of the Income Tax buildings/premises.
- (ii) Controlling the movements of employees.
- (iii) Visitors Control and maintenance of proper records.
- (iv) Key control of main entrance.
- (v) Proper checking of all the incoming / outgoing materials by keeping proper records of gate pass systems for men and material movements.
- (vi) Controlling the movement of vehicles through guarding and intensive patrolling through length and breadth of the designated premise.
- (vii) Checking of locks of all the buildings, rooms, offices etc. and switching off/on all lights, fans, power points, etc., as required, and report to the competent authority.
- (viii) Maintenance of fire points and first aid treatment.
- (ix) Round the clock vigilance and surveillance in the premise.
- (x) Safeguarding CCTV fixtures and other equipment installed at the designated premise.
- (xi) Any other security functions required for the security of the designated premise.

2. Round the clock security arrangements, including on Saturdays & Sundays and holidays, in accordance with the relevant applicable labour laws, to be provided at the designated premises.

3. Uniform and Clothing: -The Security Provider shall provide complete uniform to the deployed security personnel at its own cost, as approved by the Income Tax Department.

4. Sleeping on duty / Absence from duty post: - If security personnel are found sleeping / absent from the duty post or found under the influence of alcohol intoxicants and having shabby appearance, a fine equal to one day wage against that security staff, including service charges, will be deducted from the salary bill of the security provider. Further, defaulters need to be replaced immediately.

5. In the event of theft or pilferage of departmental material or the properties, the Security Provider's personnel must actively assist the Income Tax Department and follow up the same. In case, it is found that any theft,



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pilferage, loss or damage has occurred to the person, property or premises of the Department due to negligence of security personnel, in performing his duty and / or absence from the place of duty and / or not providing substitute by the Security Provider or any other reason, the cost of all such losses or damages as assessed by the Department, shall be recovered from the Security Provider's monthly bill or from the Performance Security Deposit.

6. Any security personnel of the Security Provider who does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful or disorderly conduct or riot, the Service Provider shall immediately withdraw and take suitable action against such persons on the report of the Income Tax Department. Further, the Security Provider shall immediately replace the particular security guard so deployed as directed by the Department in case of any of the aforesaid acts on the part of the concerned security guard.

7. Deployed security personnel should deal with staff and visitors, politely and courteously, while enforcing discipline and shall not indulge in unwarranted talks. If the personnel found to misbehave or indulges in misconduct of any nature, the Security Provider shall replace them immediately.

8. The security personnel should not / smoking / chewing tobacco products, alcohol and other intoxicants while on duty.

9. The Security Provider shall get, the character and antecedents of the personnel deployed, verified by the Police at its own cost and shall submit a photocopy of the verification to the Department.

V. Statutory Provisions

1. The Security Provider shall be solely responsible for all accidents or personal injuries to the security personnel employed by him at the premises of the Income Tax Department. The Security Provider shall at its own cost, take necessary insurance cover in respect of the services rendered to the Income Tax Department. The Security Provider shall comply with the statutory provisions of:

- (a) The Private Security Agency (Regulation Act), 2005.
- (b) The Contract Labour (Regulation & Abolitions) Act, 1970.
- (c) The Contract Labour (Regulation & Abolition) Central Rules, 1971.
- (d) The Shops & Establishments Act of Bihar, 1953.
- (e) The Labour Regulation (Payment of Wages) Act 1936.
- (f) The Workman's Compensation Act, 1923.
- (g) The Payment of Gratuity Act, 1972.
- (h) The Minimum Wages Act, 1948.
- (i) The Employee's Provident Fund (and Miscellaneous provisions) Act 1952.



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- (j) Employee's State Insurance Act, 1948.
- (k) Payment of Bonus Act 1965.
- (l) Employer's Liability Act 1938.
- (m) Any other rules, regulations, notification, etc that may be applicable from time to time.

2. The selected Security Provider shall be required to pay minimum wages as prescribed under relevant/up-to-date provisions as stipulated vide Ministry of Labour & Employment, office of the Chief Labour Commissioner (C), New Delhi Order File No. a/27(6)/2024-LS-II dated 25.09.2024 with periodical revision along with all such other statutory dues like ESI, PF, PT etc as notified by the competent authority from time to time.

3. The Security Provider shall comply with the statutory remittances like ESI & EPF and the mandatory contributions of the employer, i.e. Security Provider, and their deployed personnel shall be remitted regularly and the proof of remittance (separate challan for guards deployed in the Income Tax Department) shall be produced to the Department, as and when requested for.

4. In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate applicable law, and as a result thereof the Income Tax Department is put to any loss / obligation, monetary or otherwise, the Department will be entitled to recover such damage/loss out of the outstanding bills or from the Performance Security Deposit of the Security Provider.

VI. Financial

1. The successful Security Provider shall furnish a Performance Security Deposit or Bank Guarantee, from a commercial bank, for an amount of 3% of the value of the total contract, in accordance with the relevant provisions of the Rule 171(i) of the General Financial Rule, 2017, as amended vide Ministry of Finance, Department of Expenditure, Procurement Policy Divisions Office Memorandum No. F. 1/2/2023-PPD dated 01.01.2024. The aforementioned performance security deposit /bank guarantee shall remain in place from the date of the contract award until 60 days after the contract period/extended period or final settlement of all dues, whichever is later, for which no interest will be paid by the Income Tax Department.

2. Service Charges: Service Charges in rupees per guard/per month shall be quoted by the Service Provider as per the relevant provisions of the Ministry of Finance, Department of Expenditure, Procurement Policy Division O.M. No. F.6/1/2023-PPD dated 23.06.2023. The service charges so quoted will be fixed throughout the entire contract period, even in case of extension of contract as well as the wage revision from the competent authority.

3. The wages and other entitlements shall be paid through bank transfer to their respective accounts of the security personnel by the Service Provider.

4. Submission of bills: The Security Provider shall submit the bills for payment to the O/o Principal Chief Commissioner of Income Tax, Bihar & Jharkhand, Patna with statutory contributions and service charges after deducting TDS as



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per the rules. The Service Provider shall be required to submit the bills in duplicate along with verified attendance sheet of the personnel performed duties for the month duly certified by the Service Provider.

5. The Tax Deduction at Source (T.D.S.) shall be enforced as per the provisions of the Income Tax Act, 1961.

6. The selected Service Provider shall also be liable for depositing all taxes, levies, cess etc. to the concerned tax authorities from time to time as per the rules and regulations on the matter.

VII. Contract tenure:

The contract shall be initially for a period of three years from the date of commencement and is extendable further for a period up to another one year on the mutual consent of both the parties subject to satisfactory performance.

VIII. Penalty and liability clause:-

1. The Security Provider shall be responsible to faithful compliance of the terms and conditions. In the event of any breach of this terms and condition, the order may be terminated and the performance security deposit will be forfeited and further the work may be got done from another Service Provider at the risk and cost of the Security Provider on whom the order is placed.

2. If the Security Provider violates any of the terms and conditions or commits any fault or the services are not to the entire satisfaction of the Income Tax Department, a penalty leading to deduction up to 5% of the respective bill amount.

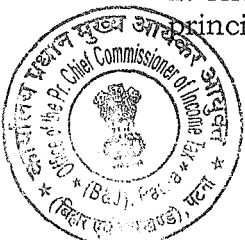
IX. Termination of contract:

The contract can be terminated by either party by giving 3 months (90 days) notice. In the event of breach of any of the terms and conditions confined in this contract and or failure in rendering satisfactory services, the contract can be terminated by giving one month notice by either party.

X. Legal

1. For all intents and purposes, the Security Provider shall be the "Employer" within the meaning of various labour legislations, for the manpower so deployed at the Income Tax Department. The Security Provider shall alone be responsible for the redressal of grievances/ resolving of disputes relating to personnel deployed. The Income Tax Department, shall in no way, be responsible for any damages, losses, financial or other injury claims to any personnel deployed by the Security Provider in the course of their performing the functions and duties, or for payment towards any compensation.

2. The Security Provider or the security personnel deployed by it, shall not have principal and agent relationship with or against the Income Tax Department.



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3. The manpower deployed by the selected Service Provider shall not have any claim of master and servant relationship vis-à-vis the Income Tax Department. The deployed manpower shall not be treated or considered as employees of the Department under any circumstances.

4. If any dispute arises regarding interpretation/ implementation of terms and conditions, the same shall be resolved as far as possible amicably by mutual consultation/ Conciliation process, failing which such disputes shall be resolved through Indian Arbitration and Conciliation Act 1996, and as amended from time to time. The arbitrator will be appointed by the Principal Chief Commissioner of Income Tax, Bihar & Jharkhand, Patna. The arbitration proceedings shall be conducted in Patna and the language of arbitration shall be in Hindi/English and the Court at Patna shall have exclusive jurisdiction.

5. On all matters pertaining to this tender and with regard to interpretation of the terms & conditions and the agreement, the decision of the Income Tax Department shall be final and binding.

XI. Other terms and conditions:

1. The Security Provider shall submit duly signed bid security declaration form accepting that in case of withdrawal or modification of the bids during the period of validity, or if they are awarded the contract and fail to sign the contract or to submit a performance security deposit before the deadline defined in the bids, they may be disqualified from bidding for any contract with Income Tax Department for a period of one year from the date of notification.

2. The Security Provider shall be required to maintain attendance register / attendance roll in the respective premise which will be open for inspection and checking by the authorized officers of the Income Tax Department.

3. Selected Security Provider shall issue identity cards to the security personnel deployed, bearing their photographs/ identifications etc. and the personnel shall wear their identity cards at the time of duty which may be checked by the department personnel.

4. The necessary equipment such as metal detector machines, vesicle etc should be arranged by the Security Provider at it's own cost.

5. The Income Tax Department is not liable to provide accommodation, transport, food, medical and any other requirement for the personnel deployed by the Security Provider.

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