



**INCOME TAX DEPARTMENT
PRATYAKSH KAR BHAWAN, CIVIC CENTRE
MINTO ROAD, NEW DELHI-110002**

Notice Inviting Tender for hiring of Security Agency for providing Physical Security Services in Pratyaksh Kar Bhawan, Civic Centre, New Delhi.

The Principal Commissioner of Income Tax-14, Pratyaksh Kar Bhawan, Civic Centre, New Delhi invites sealed tender in two bid system i.e. Technical along with EMD and Financial separately for providing physical security services in the Pratyaksh Kar Bhawan, Civic Centre, New Delhi, from reputed agencies.

Bid Schedule

Date of start and downloading the tender	19.02.2018
Cost of Tender Document	Rs.1000/-
Earnest Money Deposit (EMD)	Rs.15,00,000/-
Last date and time for submission of tender	12.03.2018 at 1.00 PM
Date and time of Technical Bid Opening	12.03.2018 at 3.00 PM
Address for communication & submission of tender documents	Office of the Drawing and Disbursing Officer, O/o Pr.Commissioner of Income Tax-14, Room No.-1914, E-2 Block, Pratyaksh Kar Bhawan, Dr.S.P.Mukherjee Civic Centre, Minto Road, New Delhi.
Address for opening of technical bid.	Room No.2309, E-2 Block, Civic Centre, Minto Road, New Delhi.
Estimated Value of Work Contract	Rs.6 Crores per annum.

1. Sealed tenders are hereby invited on behalf of the Income Tax Department to hire a reputed/well established and professional Security Agency, having capability of providing about **Ten Supervisors and Two Hundred trained Security Guards, and 12 Armed Guards** and a minimum **of 5 years** experience in providing physical

security services to the Central/State Government/PSUs/Private Organisations. The Agency shall provide personnel for round the clock watch and ward duties in Pratyaksh Kar Bhawan at Dr. S. P. Mukherjee Building, Civic Centre, New Delhi.

2. Sale of Tender Document:

The complete set of tender document may be purchased within the prescribed time by interested Tenderers from the office of the Drawing and Disbursing Officer, Office of the Pr. Commissioner of Income Tax-14, Room No – 1914, E-2 Block, Pratyaksh Kar Bhawan, Dr.S.P.Mukerjee Civic Centre, Minto Road, New Delhi upon payment of Rs.1000/- in the form of Demand Draft drawn in favor of DDO, O/o PR.CIT-14, Delhi payable at Delhi, on all working days.

The Tender document can also be downloaded from the website www.incometaxindia.gov.in or www.eprocure.gov.in .In such case, the Tenderers must enclose cost of tender document of Rs.1000/- in the form of Demand Draft drawn in favor of DDO, O/o PR.CIT-14, Delhi payable at Delhi along with its Technical Bid.

Tenders found without tender fee shall be rejected.

3. The Tender document comprises of three parts, that is, (i) Technical bid (ii) Financial bid and (iii) Conditions governing terms for providing security services.

4. The tenderer shall send sealed Technical and Financial bids in separate envelopes superscribed '**Technical Bid**''/ '**Financial bid**' as the case may be. The Financial bids of only those tenderers will be opened, who are declared qualified by the Technical Committee. An undertaking to abide with the conditions governing the terms for providing security services should be enclosed alongwith the technical bid.

5. Duly completed Tender Form along with the **Bid Security/Earnest Money Deposit (EMD)** of Rs.15,00,000/-(Rupees Fifteen Lakhs only) through Bankers cheque/Demand Draft/Fixed Deposit receipt, drawn in favour of DDO, O/o PCIT-14, Delhi, payable at Delhi should reach the Drawing and Disbursing Officer, Office of the Pr. Commissioner of Income Tax-14, Room No – 1914, E-2 Block, Pratyaksh Kar Bhawan, Dr.S.P.Mukerjee Civic Centre, Minto Road, New Delhi on or before 01.00 p.m. on 12/03/2018. **Tender bids, that are not accompanied by EMD vide Banker's**



Cheque/Demand Draft/Fixed Deposit Receipt, will be summarily rejected. The said Earnest Money will only be paid in the manner and mode prescribed and Cheques, Money Orders etc., shall not be accepted for payment towards Earnest Money.

6. Bid Securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

7. Bid Security of the successful bidder shall be returned on receipt of Performance Security by the Department and after signing the contract agreement.

8. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

9. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the Department.

10. The Agency will be required to provide a Performance Security of Rs.50,00,000/- (Rupees Fifty Lakhs only) in the form of an account payee demand draft, fixed deposit receipt from a Commercial Bank, bank guarantee issued/confirmed from any of the Commercial Bank in India upon award of contract.

11. No Interest shall be paid on the EMD.

12. The Tenderer should quote in figures as well as in words the rate and amount tendered by them in Indian Rupees.

13. When the Tenderer signs a Tender in Indian language, the total amount tendered should also be written in the same language. In the case of illiterate tenderers, the rates of the amount tendered should be attested by a valid witness whose name and address should be stated.

14. Issue of Tender form shall be stopped at 01.00 p.m. on 12/03/2018.

15. The Tender is non transferable under any circumstances.




16. Tender in any form, other than the prescribed form issued by the Income Tax Department, New Delhi shall not be entertained and shall be summarily rejected.

17. Tenders with revised/modified rates/offer after opening of the tenders will be summarily rejected and the entire Earnest Money deposit submitted with the tender will be forfeited.

18. The Joint Ventures are not allowed for this tender. Vertical subletting is also not allowed to ensure single point responsibility and accountability.

19. The Income Tax Department, Delhi 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, Delhi in this respect shall be final.

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


19/02/2018

**Drawing and Disbursing Officer,
O/o Pr. Commissioner of Income Tax-14, Delhi
Room No - 1914, E-2 Block, Pratyakash, Kar Bhawan,
Civic Centre, Minto Road, New Delhi.**

TECHNICAL BID

1. Sealed tenders are invited on behalf of the Income Tax Department, New Delhi for hiring a Security Agency for providing security in Pratyaksh Kar Bhawan at Dr. S. P. Mukherjee Building, Civic Centre, New Delhi **for a period of two years, and extendable further on mutually agreeable terms subject to satisfactory performance.**

2. Tenders placed in sealed covers, shall be received till 01.00 p.m. on 12/03/2018 by the Drawing and Disbursing Officer, Office of the Pr. Commissioner of Income Tax-14, Room No – 1914, E-2 Block, Pratyaksha Kar Bhawan, Dr.S.P.Mukerjee Civic Centre, Minto Road, New Delhi and shall be opened by a Committee constituted by the Pr.CCIT (Intl. Txn.) Cum Building Incharge, Pratyaksh Kar Bhawan, New Delhi for **the purpose, in Room No. 2309, E-2 Block of Pratyaksh kar Bhawan, Civic Centre, New Delhi on the same date at 03.00 P.M.**

3. Tenders are to be submitted strictly in the enclosed format along with supporting documents. **No column in the Tender should be left blank.**

4. **The Agency along with the tender form should produce the following up to date clearance certificates. If the tenderer fails to produce/submit attested copies of the below mentioned documents, his tender may be summarily rejected.**

i. PF Registration Certificate.

ii. ESI Registration Certificate.

iii. Duly acknowledged copy of Income Tax Returns filed for the last three financial years ending on 31.03.2017.

iv. PAN issued by the Income Tax Department

v. GST Number and duly acknowledged copies of the Service Tax Returns filed for the previous three financial years ending on 31.03.2017.

vi. TAN (TDS Account Number)



vii. Registration No. with the Private Security Agencies (Regulation) Act 2005 (PSARA 2005) & Delhi Private Security Agencies (Regulation) Rules,2009.

viii. Address proof of the Registered office and the office in New Delhi.

In addition to above, the tenderer is required to furnish the following information /document :-

ix) Details regarding the total number of works/services, each costing more than Rs. 3,00,00,000 (Rupees Three Crore Only) per annum completed during the last five years ending last day of month previous to the one in which applications are invited , requiring supply of atleast 150 to 200 trained security manpower. **The Tenderer should be currently executing a minimum of one work/service of this magnitude in Central/State Government/PSUs/Private Organizations.**

x) Declaration on an affidavit that no criminal proceedings are pending against it as per PF Act, ESI Act, Labour Laws, etc.

xi) Declaration regarding annual turnover of at least Rs.10.00 Crores, specifically from providing physical security services only, in each of the last three financial years ending on 31.03.2017 alongwith certificate duly attested copy by chartered accountant of the same.

xii) Details of **experience** of providing physical security services in the offices of the Central/State Government/PSUs/Private Organizations (Name of offices with complete address) for last 5 years, ending last day of month previous to the one in which applications are invited.

xiii) **List of Central/State Government/PSUs/Private Organizations** wherein security staff of 150 or more is provided and also provide details of client for whom you have employed 50 to 100 employees at one location in one shift.

xiv) Certificate/report regarding **satisfactory services** from **three Central/State Government/PSUs/Private Organizations.**

4.2. In the absence of any of the above document/information, the offer shall be summarily rejected without making any further reference to the bidder in this regard.



4.3 All documents must also be produced in original, at the time of technical bids.

5 Forms 'A' and 'B' may be duly filled and submitted by the Tenderer and these forms shall form a part of the Technical Bid.

6. The Committee assessing the technical capability of the Security Agency may refer to its annual report and annual account of the preceding 3 years.

7. It is preferred that the Agency should have expertise in assisting the concerned authorities in the event of theft or any loss/fire etc., happening in the office where the Security Guards/Personnel were deployed.

8. VISIT TO DEPARTMENT:-

The bidder is required to provide security services to this Department and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the department and is aware of the operational conditions prior to the submission of the tender documents.

9. Conditional bids/offers will be summarily rejected.

10. The bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian rupees only.

11. A bidder is required to qualify all terms & conditions of the Technical Bid Qualifications. Any Bidder, not qualifying in any of the terms and conditions of the Technical bid will be summarily rejected.

12. ONE BID PER BIDDER

Each bidder shall submit only one tender either by himself or as a partner in partnership firm. If a bidder or any of the partner of a partnership firm participate in more than one bid, the bids are liable to be rejected.

13. BID PRICES:-

- (a) Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the security services at Pratyaksh Kar Bhawan, Civic Centre, New Delhi. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum wages, ESI, PF contributions, Service charges etc. which should be clearly stated by the contractor.
- (b) The parties are requested to quote Service Charges and statutory charges if any in percentages in the quotation form.
- (c) The rates and prices quoted by the bidder shall be exclusive of Goods & Services Tax(GST).
- (d) The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

Note 1 : Conditional bids/offers will be summarily rejected.

Note 2 : The GST is payable as per the prevailing rates and it will be revised as per Government of India orders from time to time in this regard.

Note 3 : The minimum wages applicable in this contract shall be as notified by Govt. of NCT of Delhi.

- 14. The Service Charge quoted by the bidders should not be less than 0.5%. Any bidder quoting less than the same will be disqualified from this tender process.

15. Opening of Tenders:

- (a) The tenders shall be opened by a Committee constituted by the Pr.CCIT (Intl. Txn.) Cum Building Incharge, Pratyaksh Kar Bhawan, New Delhi for the purpose, in Room No.2309, E-2 Block of Pratyaksh kar Bhawan, Civic Centre, New Delhi on 12/03/2018 at 03.00 P.M.
- (b) The tenderer's representative may attend the Tender opening.
- (c) During the tender opening as above, the envelopes containing Technical Tender shall be opened. The envelopes containing Financial Bid shall be signed by all committee members and kept unopened for opening at later date.
- (d) The date and time of opening of Financial Bid shall be informed to all such Tenderers who qualify in technical evaluation. The tenderer's representative may choose to attend the opening of Financial Bid.
- (e) In the event, the date of opening as above is declared Govt. Holiday, the tenders shall be opened at the same time on the next working day.

16. Evaluation of Tenders:

- (a) The committee constituted by the Tender Inviting Authority shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document.
- (b) Only the Technically qualified bids shall be further considered for opening and evaluation of Financial bids.
- (c) The tenderer quoting the lowest bid amount for the services defined in the Tender document shall be considered for award of contract.

Note: In case, there is a tie in financial bid, meaning thereby that if more than one concern is L-1 in financial bid evaluation, then the concern will be selected which has got highest marks in technical bid. The marks in the Technical Bid will be given as under:-

- (1) **Year of Experience of Providing Physical Security Services in Central/State Government/PSUs/Private Organisations ending last day of month previous to the one in which applications are invited:**
- (a) 05-10 years – 05 Marks.
 - (b) 10-15 years – 10 Marks.
 - (c) More than 15 years – 15 Marks.
- (2) **Nature of Concern:**
- (a) Proprietorship – 05 Marks.
 - (b) Partnership – 10 Marks.
 - (c) Company – 15 Marks.
- (3) **Turnover from providing Physical Security Services in each of the last three financial years ending on 31.03.2017:**
- (a) Rs.10-12 Crore – 05 Marks.
 - (b) Rs.12-15 Crore – 10 Marks.
 - (c) More than Rs.15 Crore – 15 Marks.
- (4) **Current/Latest Number of Satisfactory Service Reports from Central/State Government/PSUs/Private Organizations ending last day of month previous to the one in which applications are invited::**
- (a) 3-5 – 05 Marks.
 - (b) 5-10 – 10 Marks.
 - (c) More than 10 – 15 Marks.
- (5) **Current/Latest ISO 9001:2008 Certification for Security Services since ending last day of month previous to the one in which applications are invited:**
- (a) 3-5 years – 05 Marks.
 - (b) 5-10 years – 10 Marks.
 - (c) More than 10 years – 15 Marks.

17. Award of Contract

- i. The Income Tax Department will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

- ii. The Department will communicate the successful bidder by facsimile confirmed by letter transmitted by registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which Department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- iii. The successful bidder will be required to execute an agreement within a period of 30 days from the date of issue of Letter of Offer.
- iv. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Letter of Offer" for an amount of Rs.50,00,000/- (Rupees Fifty Lakh Only) in the form of an account payee Demand Draft, Fixed deposit receipt from a commercial bank, or Bank Guarantee from a commercial Bank (Form available in the tender document) in favour of DDO, O/o PCIT-14, Delhi payable at Delhi. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Contractor accordingly.
- v. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

FORM -A

(To be put in a separate sealed cover marked 'EARNEST MONEY')

Details of Earnest Money

Name of Bank:

Bank Draft Number:

Dated:

Amount:

Dated: Signature of the Contractor or
his authorized signatory with

Seal of the Agency/Company.

FORM -B

(To be put in a separate sealed cover marked 'TECHNICAL BID')

Questionnaire to be filled by the Company/Agency applying for tender for Security Contract for Pratyakshkar Bhawan at Dr. S. P. Mukherjee Building, Civic Centre, New Delhi (each response/document must be given with proper reference in the following tender document)

1. Name of the Company/Agency (Full address with Tel. No.)
2. Registration No. with the Private Security Agencies (Regulation) Act 2005 (PSARA 2005) & Delhi Private Security Agencies (Regulation) Rules,2009.
3. Status of the Company/ Agency (Ltd., Pvt. Ltd, Partnership or Proprietorship). Attach details thereof.
4. Bio-Data of key officials (Please attach extra sheets)
5. If already registered with Labour Dept. for engaging a minimum of 150 to 200 employees, then submit the proof. If not, please give reason. Please submit an undertaking to register in the event of being awarded the contract.
6. ESI No.
7. EPF No.
8. GST No. :
9. PAN:
10. TAN:
11. Has the Security Agency filed its Income Tax return in the previous three financial year ending on 31.03.2017 ? If yes, please attach duly acknowledged copies of each of the years.



13. Financial Status of tenderer including Annual Reports of preceding 3 years ending on 31.03.2017 audited by the Chartered Accountant.

14. Do you have an annual turnover of at least Rs.10.00 Crores, specifically from providing physical security services only, in each of the last three financial years ? If yes, please attach duly attested copy by chartered accountant of the same.

15. Do you have provision of Group Insurance cover for your employees? If yes, please attach proof.

16. Do you have an experience of providing physical security services in the offices of the Central/State Government/PSUs/Private Organisations for last 5 years? If yes, provide details thereof.

17. Please provide current list of Central/State government/PSUs/Private Organisations wherein security staff of 150 or more is provided and also provide details of Central/State government departments for whom you have employed 50 to 100 employees at one location in one shift.

18. Ability to provide minimum 10% Ex-Serviceman and remaining Civilians out of which at least 5% Female Guards. (Please state Clients where provided).

19. Please provide details of infrastructure in terms of vehicles, electronic/non-electronic security gadgets, Public Address Equipment etc. available with the Security Agency. Please provide the proof of ownership of such assets in case the Security Agency is the owner of such assets. Otherwise the copy of the lease deed through which such assets were taken for use may be submitted.

20. Please provide the details of Bankers

a) Name of the Bank / Branch / IFSC Code:

b) Address:

c) Account Number:

21. Please provide the details of Company's Office/ office Equipments and facilities.

22. Do you have training facilities? If yes, provide details thereof.

Signature of the Contractor

or his Authorised signatory

with seal of the Agency/Company

Note: If any information given in the technical bid is found false at any stage of assessment, the tender shall be rejected and the entire amount of earnest money deposit will be forfeited by the Income Tax department, New Delhi.

FORM – C

FINANCIAL BID

(To be put in a separate sealed cover marked 'FINANCIAL BID')

1. Name of the Company/Agency (Full address with Tel. No.):
2. Registration No. of the Company/ Agency under Central/State Govt. or any other Organization.
3. Rates quoted per Guard/Supervisor/Armed Guard for 8 (eight) hours duty:

Civilian/Ex-Servicemen

(i) Wages (Minimum):

(ii) Statutory charges:

- (a) ESI (% of Monthly basic wages)
- (b) EPF (% of Monthly basic wages)
- (c) Bonus

(iii) Any Other Charges considering Weekly off/National/Other Holidays:

(iv) Service Charges:

Total Charges:

***Approximate requirement of personnel, subject to variation as per actual requirements, is tentatively projected as under:**

1. Guards: 200x30=6000mandays

2. Supervisors: 10 x 30 = 300 mandays

3. Armed Guards: 12x30=360 mandays

Total mandays = 6660

Tenderers are requested to kindly quote accordingly.

Signature of the Contractor

or his authorized signatory with

Seal of the Agency/Company.

Dated: _____



PARTICULARS OF THE TENDERER'S ORGANISATION

S.No	Description	Tenderer's Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Full address of Operating/Branch Office with Telephone No. FAX and E-mail with name of the Contract Person(s) and Mobile No.	
4	Year of commencement of business	
5	Whether Sole Trader/Partnership/Private Limited Co., or Public Limited Co./LPP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation/Registration certificate from ROC (Registrar of company) enclosed.	
8	Income Tax PAN	
9	Whether copy of PAN enclosed.	
10	Whether copy of latest Income Tax Returns enclosed.	
11	GST Registration No.	
12	Whether copy of GST Registration certificate enclosed.	
13	Name of the Banker	
14	Affidavit stating that the firm is/has not been black listed by any Government agency.	
15	Details of Earnest Money Deposit:	DD/Bankers.....Cheque.....DatedAmount:Rs..... Drawn Bank.....



16	Annual turnover (with proof) along with Balance Sheet & Income Tax Returns for last three years ending on 31.03.2017.	
17	Whether details of total No. of years of experience in providing physical security services alongwith the list of Central/State Govt. /PSUs/Private Organizations year wise has been filed.	
18	PF Registration No. of the Firm.	
19	ESI Registration No. of the Firm.	
20	Whether registered under PSARA Act 2005 & Delhi Private Security Agencies(Regulation) Rules 2009.	
21	Whether ISO 9001:2008 certification for Security Services for last three years has been filed.	
22	Latest Satisfactory Services Report from 3 Central/State Government/PSUs/Private Organizations.	
23	Whether Company / Firm has annual turnover of at least Rs.10 crore per annum from providing physical security services in each of the last three financial years ending on 31.03.2017.	

CONDITIONS GOVERNING TENDER FOR PROVIDING SECURITY SERVICES

1. The tender documents so received will be scrutinized by the committee constituted for the said purpose and the final acceptance of a tender will rest with the Principal Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge,



Civic Centre, New Delhi, who does not bind himself to accept the lowest tender, and reserves with himself the authority to reject any or all of the tenders received, without assigning any reason. The decision taken by the Pr. Chief Commissioner of Income Tax(International Taxation.) Cum Building In Charge, Civic Centre, New Delhi in this regard shall be final and binding on all parties concerned. The Tenderers not fulfilling the prescribed conditions or incomplete in any manner, are liable to be rejected.

2. Canvassing of any kind in connection with tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable to rejection.

3. On acceptance of the tender, the name of the authorized representative(s) of the Agency, who will be responsible for taking instructions from Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi shall be communicated to the office of the Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi immediately.

4. The Agency shall deploy security personnel to provide security of a very high standard. The security personnel to be provided by the Agency shall satisfy the following requirements:

(A). Security Guards:

- (i) Age: Between 21 to 35 years for Civilian and upto 45 years for Ex-serviceman
- (ii) Character: Good
- (iii) Minimum Educational Qualification: Matriculate (Skilled)
- (iv) Physical Standards:

Minimum Height 170 cm for males and 157 cm for females and physically & mentally fit.

- (v) Minimum Experience: Two years in a Security Agency for civilian. No experience for Ex-serviceman.

(B). Supervisors:

Civilian/Ex-Servicemen



- i. **Age:** Not more than 45 years for Civilian and upto 55 years for Ex-serviceman.
- ii. **Character:** Good Exemplary
- iii. **Educational Qualification :** Minimum Graduate for Civilian, NCO/JCO Rank for Ex-serviceman
- v. **Minimum Experience:** 05 years of Supervisory experience in a Security Agency.

5. Security Staff provided should have knowledge of Fire Fighting, First Aid, Driving Scooter/Motorcycle/LMV, Identification of improvised explosive devices, Crisis response and Disaster management, Handling and operation of non prohibited weapons, examining identification papers including identity card, passport and smart cards, knowledge of right to private defence, Use of security equipment and devices like security alarms and screening equipment, leadership and management(for supervisory staff only). All Guards and Supervisors should have working knowledge of HINDI/ENGLISH.

6. All the Security Staff deployed:

(i) Should have the following physical standards:-

- (a) Height: 170 cm for Males & 157 cm for females.
- (b) Weight: According to standard table of height and weight.
- (c) Chest: 80 cm unexpanded with 5 cm expansion (only for men.)
- (d) Eye Sight: distant vision 6/6, near vision 0.6/0.6 with or without correction, free from colour blindness, shall be able to identify and distinguish colour display in security equipments, shall be free from spectacles.
- (e) Hearing: free from defect.
- (f) Shall not be suffering from any physical handicap or deformity, which may hamper in good performance of duties as security guard.

(ii) Should be duly trained so as to be fully conversant with security rules and requirements.

(iii) Will be accepted after production of sufficient evidence of verification of their character and antecedents by the police.

(iv) Should be well behaved to serve the public, staff and employees of the Income Tax Department.

7. If possible, the security staff deployed by the agency will be interviewed by the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi prior to the actual deployment in the Pratyaksh kar Bhawan, Civic Centre, New Delhi. Any relaxation w.r.t. the physical standards for security staff may be accorded only by the Building In Charge or any of its representatives so as to prevent any loss of talented personnel due to stringent physical standards.

7.2. The Agency shall not deploy any personnel not satisfying the above eligibility conditions. The Guards should be supplied preferably in the ratio of 10% Ex-Servicemen and 90% Civilians. The Pr.CCIT (Intl. Txn.) Cum Building In Charge, Pratyaksh Kar Bhawan, Civic Centre, New Delhi shall be at liberty to change this ratio for better security.

7.3. The agency should also be able to provide at least 5% Lady Guards.

7.4 The Agency shall maintain an Occurrence Book which will be made available to the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi. The Agency shall furnish all the relevant records and details, as and when asked for by the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation) and produce, to the satisfaction the relevant records of all payments made by it to its personnel.

7.5 Before taking up the contract, the Agency shall provide the registration details of the employees who shall be deputed by it to the Pratyaksh kar Bhawan, Civic Center, New Delhi and their Provident Fund (PF), ESI numbers, etc.

8. The Agency shall provide the details of the staff, proposed to be deployed viz., their name, age, father's / mother's name, residential address, contact numbers/mobile numbers, recent passport size photograph, signature and local police clearance

certificate. The agency shall issue valid identity cards to all of its staff, such that no worker remains unidentified and is in a position to avail the statutory benefits.

9. The Agency shall provide summer and winter uniforms and other essential equipments to its employees at its own cost. The Income Tax Department shall not bear /refund the cost of the Uniform. The style, colour and pattern of the Uniform should be acceptable to the Income Tax Department. The Agency shall, at all times provide for at their cost and ensure that the workers are neatly attired in Uniform along with shoes, belts, cap, whistles, jerseys/coat, torches, batteries, batons and such other items as required and necessary for smart turn out of the security personnel, as approved by the Income Tax Department. The identity cards of guards and supervisors have to be properly displayed. Movement in the Pratyakshkar Bhawan, Civic Center, New Delhi shall be only on account of the bona-fide work and duties delegated to the personnel during their working hours and general discipline and good behavior shall be maintained at all times by the personnel deployed by the Agency. No guard/Supervisor/Armed guard should stay beyond their assigned duty hours in the Pratyaksh Kar Bhawan, Civic Centre, New Delhi or else a penalty of Rs.1000/- per day per person for each default will be levied on the security agency.

10. The agency shall be responsible for making payments to all workers through Bank Accounts towards which and passbooks should be opened in respect of all workers by the Agency. All benefits that are accruable to the workers shall be paid through their Bank Accounts only.

11. The Agency shall take Workmen Compensation policy covering all its workmen deputed in the Pratyakshkar Bhawan, Civic Center, New Delhi, and submit the same to O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi. This policy shall be in a joint name of the Income Tax Department and the Agency with the Income Tax Department's name as the first party in the policy.

12. The Agency shall not sub-contract any or part of the 'Services' that it provides to the Income Tax Department under the contract to another Agency/Contractor.

13. The Agency/Contractor shall pay regular wages to manpower employed by it directly, which shall not be less than the minimum wages, and DA etc., as notified by Delhi Administration from time to time by the seventh day of each month.

14. The Agency shall, wherever applicable, comply with the provisions of the Article 24 of the Constitution, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, , Employer's Liability Act 1938, Workmen's Compensation Act 1923, Payment of Bonus Act 1965, Industrial Dispute Act, 1947, Maternity Benefit Act 1961, and Contractor's Labour (Regulations and Abolition Act) 1970, Equal Remuneration Act 1976, Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979, Private Security Agency(Regulations) Act 2005 and the modifications thereof or any other laws relating thereto or applicable thereof and the rules made there-under from time to time. The agency shall not take recourse to any kind of deviance from labour laws and other statutory liabilities. It shall execute its work under the present contract with responsibility by following all the norms of the law.

15. The Agency shall keep the Income Tax Department completely indemnified against all the liabilities arising due to non-compliance or delay in compliance of any statutory obligations. The Agency shall keep the Income Tax Department indemnified against any payment or liability arising out of non-observance of the above mentioned laws/rules and liabilities on account of non-compliance of any other statutory obligation.

16. Any increase/s in the statutory minimum wages effected by the Delhi Government shall be brought to the notice of the Income Tax Department by the Agency from time to time. The Income Tax Department shall accordingly enhance the minimum wage rates along with the rate of ESI and PF contribution applicable thereon. The onus of providing the gazette notification regarding enhancement of minimum wages shall lie with the agency. However the Income Tax Department may enhance minimum wages rate suo motu in pursuance of the Govt. Order(s). Remaining charges including any other charge/profit/Service Charges etc. shall remain the same as on the date of the original agreement.

17. The compensation or other payments or penalty, if any, payable by the Agency under the terms of this contract may be deducted from the wage bill of the Agency.

18. Tax at source shall be deducted from all the payments, in accordance with the provisions of Income Tax Act, 1961, or any other relevant Act in force.

19. The Agency shall perform security duties under the overall charge of the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi.

20. If the Agency fails to implement the assigned job or parts of the Standard Operating Procedures to the satisfaction of the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi on any day in any part of the area assigned, the Agency shall be penalized by imposing a fine of Rs.4000/- (Rupees Four Thousand only) per day per violation. The penalty shall continue on per day basis for successive days till the satisfaction of the authorities. The Agency shall provide replacement in case any employee of the Agency is proceeding on leave and this will be at no additional expense to the Income Tax Department.

21. None of the employees of the Agency shall enter into any kind of private work in the Pratyaksh kar Bhawan, Civic Center, New Delhi during working hours or otherwise, failing which penalty will be levied @ Rs.1,000/- per day per person per day. **There should be compulsory rotation of deployed security staff on fortnightly/monthly basis so as to familiarize every guard/supervisor with different job profiles w.r.t. every place of posting. The rotation of security guards/supervisors must be done in consultation with the O/o Building In Charge.**

22. The O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi shall satisfy itself with the security services provided by the Agency and shall certify the same in an appropriate format, along with the monthly bill processed for payments. The O/o Building In Charge or the Committee appointed by Pr. Chief



Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi will also point out any dissatisfaction in the level of service provided by the Agency, and will bring the same to the knowledge of the O/o Building In Charge who will then take necessary action, also specify penalty, if any, to be levied on the Agency.

23. Bills shall be submitted every month, by the Agency to the O/o Building In Charge, Pratyaksh Kar Bhawan, Civic Centre, New Delhi for verification on or before the 7th day of subsequent month, along with the record/certification to the effect that all the liabilities on account of compliance of the Labour laws have been discharged.

24. Payment of the Agency's monthly bill shall be endeavoured to be made by the Income Tax Department within 10 working days from the date of submission of the bill, subject to there being no dispute or discrepancy in the bill.

25. The usage of Mobile phones by security guards/supervisors/armed guards during duty hours is strictly prohibited and any violation of the same will be penalized with Rs.1000/- per person per day for each default.

26. The Agency shall, at its own expense, comply with or cause to be complied with Model rules for labour welfare or rules framed by the Government from time to time for the protection of health of workers employed directly in the Pratyaksh kar Bhawan, Civic Center, New Delhi. In case the Agency fails to make arrangement as aforesaid, the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi shall be entitled to comply with the provisions and recover the cost thereof, from the Agency.

27. The Agency shall be solely responsible for all injuries and / or accidents to persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident, death, major hospitalisation or any other contingency while performing the duty. Thus, the Income Tax Department shall not be responsible to make any payment or to cover up damages suffered by any persons engaged by the Security Agency.

28. The Income Tax Department reserves the right to carry out pre-payment / audit and technical examination of the final bills including all supporting vouchers, abstract etc. If, as a result of such audit and technical examination, any overpayment is detected, it shall be recovered by the Income Tax Department from the bills, submitted by the Agency or from any sums due to the agency. If any underpayment is discovered, the amount shall be duly paid to the Agency by the Income Tax Department.

29. If any damage/theft is caused to the assets/property/office equipment by staff or supervisory staff deployed by the Agency, the Agency shall bear the cost of repair or replacement as the case may be. The decision of the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi in this regard shall be final and binding on the Agency.

30. If, at any time after the acceptance of the tender, O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi decides to abandon or reduce or increase the number of manpower, for whatsoever reasons, the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi shall give a notice in writing to that effect to the Agency. The Agency shall have no claim to any payment or compensation or otherwise whatsoever, on reduction, in the required manpower.

31. The agency shall submit an undertaking on the stamp paper of Rs. 10 that no criminal case is pending against the agency or against its proprietors in the NCR and anywhere in the country. A statement that, business dealing with the agency has not been banned by any Central / State Government Organisation or any inquiry by Vigilance Department or CVC/CBI is pending or being held.


32. The Agency shall, as and when asked for, by the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi furnish books of account,

wages books, muster rolls, PF returns, Form 3A / 6A, 12A and other relevant documents.

33. The payments would be made through monthly bills subject to the satisfactory functioning of the Security Agency. A certificate to this effect would be required to be obtained from the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi and appended with the bills. A certificate and check list by the agency stating that, the labour laws prescribed by the Government of India have been strictly adhered to and the payment has also been made accordingly, must be enclosed along with the bill. Any dissatisfaction pointed out in the level of service provided by the agency shall be specified with an appropriate remarks.

34. The Agency shall not, at any time, cause or permit any nuisance in the Pratyakshkar Bhawan, Civic Center, New Delhi or do anything which shall cause unnecessary disturbance or inconvenience to the Income Tax Department. If any security guard deputed by the Agency is found creating any nuisance, then the Agency shall be required to terminate his services (after payment of his dues and arrears), on the specific recommendations of the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi. The decision of the Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge in this respect shall be final.

35. The Agency shall employ only such persons as are skilled and experienced in the security duties and submit the list of workers so employed as well as their Supervisor/Incharge to the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi. The Building Incharge shall be at liberty to object to and require the Agency to remove from the Pratyaksh kar Bhawan, Civic Center, New Delhi any person employed by the Agency who in the opinion of the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi misconducts or is incompetent or negligent in the proper performance of his duties and such



person shall not be employed again in the Pratyakshkar Bhawan, Civic Center, New Delhi. The decision of the Pr. Chief Commissioner of Income Tax (International Taxation) Cum Building In Charge in this respect shall be final and binding on the Agency.

36. Subject to otherwise provided in the contract, all notices to be given on behalf of the Pr. Chief Commissioner of Income Tax (International Taxation) Cum Building In Charge and all other actions to be taken on its behalf may be given or taken by the Committee appointed by the Pr. Chief Commissioner of Income Tax (International Taxation) Cum Building In Charge or the O/o Building In Charge.

37. All instructions, notices and communications etc., under the contract shall be issued in writing and sent by the Registered Post to the last place of business of the Agency and shall be deemed to have been served on the date, when in the ordinary course of post, these would have been delivered to the Agency.

38. The Agency shall be solely responsible for the staff deployed by it in all matters relating to their claims etc. It shall indemnify the Income Tax department, New Delhi against any payments to be made under various Labour Laws and for their observance.

39. The Agency shall obtain, at its own cost, all permissions and license etc., under various laws/regulations/rules, as required during the period of contract, in connection with carrying out obligations under this contract.

40. In the event of any loss due to theft or otherwise, on account of negligence of the Agency's employees, the Agency shall make good the loss, either by the replacement of the lost item(s) and/or material by adequate payments, so that the lost item(s) and/or material can be replaced. The decision of the Pr. Chief Commissioner of Income Tax (International Taxation) Cum Building In Charge in this regard shall be final and binding on the Agency.

41. The deployment of security staff shall be as per the provisions of Labour Laws, and round the clock (24x7) and these will be in three shifts of 8 hours each, on all the seven days of a week and 365 days in a year. In case of more than 8 hours duty per

day by the same person, extra daily hours will be deducted from the bill of the Agency. No Security Guard/Supervisor will be allowed to perform double duty unless authorized by the Committee appointed by the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi and no employee shall work for more than 26 days in a month as specified by Labour Laws.

42. The Agency shall comply with all the instructions of O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi from time to time. **Non-compliance of any of these instructions will attract penalty @ Rs.4,000/- per day per violation.**

43. The Income Tax department will provide a suitable office space to the Agency during the period of contract in the Pratyakshkar Bhawan, Civic Center, New Delhi.

44. The Agency must be a registered Agency and must have license under Contractor Labour (Regulation and Abolition) Act, 1970, a copy of which may be attached with the Technical Bid. In case an agency cannot submit the labour licence, detailed reasons for the same must be mentioned in the technical bid.

45. The guards on duty shall be well behaved, polite and courteous. The qualification and standards must be adhered to as mentioned in the Form of Technical Bid.

46. The guards on duty should be present in their assigned places, guarding the Pratyaksh kar Bhawan, Civic Center, New Delhi, performing the duty assigned to them, and, they should not be found wastefully chatting with one another or reading newspaper or using mobile/telephone or otherwise neglecting their roles of assignments during duty hours. The violation of any of these conditions will attract penalty @ Rs.1000/- per day per person/default and the violator will be marked absent for that day. Upon 3rd violation of any of these conditions by the same employee of the agency, he/she has to be automatically removed from the Pratyaksh Kar Bhawan, Civic Centre, New Delhi.

47. The Agency should have a proper system for checking the guards on duty, day and night for every shift. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified. A weekly report to be submitted to the Committee appointed by the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi. The Agency should supply Guard Check Books to the guards at its own cost.

48. Once the shift of a particular guard is over, he/she should not be found on premises chatting/idling with guards/cleaners or outsiders or employees of the Income Tax Department and under no circumstances should he/she remain in the premise after assigned duty hours and the violation of this norm will attract penalty @ Rs.1000/- per day per person and the violator will also be marked absent for that day.

49. In case of fire breaking out, the guard on duty shall inform the Fire Brigade immediately. The Security Guards employed by the Agency should be trained by them in the use of fire detection and alarm system installed in the Pratyaksh kar Bhawan, Civic Center, New Delhi and also in using fire extinguishers.

50. The Agency shall maintain liaison with local authorities, police and fire brigades.

51. In case it is felt by the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi that any workman or supervisor of the Agency is not suitable for carrying out the job or for supervision or entangled in any police / legal hassle, or found drinking at work site or in possession of objectionable material or doubtful person/out of bounds person/acquaintance etc the Agency shall immediately replace the workman/supervisor concerned.

52. Extension of contract: If the Agency is desirous of an extension of contract beyond the present term, under the present agreement, then, the Agency should apply in writing to the O/o Building In Charge, Pratyaksh Kar Bhawan, Civic Centre, New Delhi at least 90 days before the expiry of the contract. **The extension for a further period may be granted on the existing rates and conditions.**

53. In the event of absence of security service personnel, service provider may provide alternate arrangement for which agreement is entered into, otherwise penalty for absenteeism at the below mentioned rates will be levied:-

- (a) Security Guard: Rs.1,000/- per person per day.
- (b) Security Supervisor: Rs.1,500/- per person per day.
- (c) Armed Guards/Gunmen: Rs.1,500/- per person per day.

54. In case, a security guard with gun, is found without gun during duty hours, a penalty @ Rs.1000/- for each such incident per person shall be levied. Further the concerned security personnel shall be removed from the premise immediately.

55. Scope of Work:

- i. To provide security services for the protection of life and property against theft, pilferage, fire etc., safety to manpower, guiding visitors to the concerned officials/occupants, regulating entry of unwanted visitors/salesmen and maintenance of visitor's register.
- ii. To prevent entry of stray animals like cow, dogs etc. round the clock patrolling of the site(s).
- iii. Checking of gate passes and allowing the exit of material accordingly to regulate the entry and exit of vehicles.
- iv. Control the access of persons/vehicles into and out of the complex.
- v. Responsible for frisking and checking of visitors during and after office hours.
- vi. Hand held metal detectors should be provided by the security Agency to Security Guards for checking and frisking of visitors as well as their carry bags.
- vii. Inverted mirror detectors should also be provided for checking vehicles at the entry.
- viii. The agency shall maintain records of inwards and outwards movement of men materials and vehicles etc. with proper checks as per instructions given from time to time by competent authority.
- ix. Ensuring the complete safety and security of man and materials.
- x. Parking and traffic management within the premises.
- xi. Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills.

- xii. Visitor's management in common, and during other special occasions.
- xiii. Having effective control on movement of materials in/out.
- xiv. Physical guarding of entry/exit points.
- xv. Screening/directing of visitors.
- xvi. Patrolling and guarding various common areas & surroundings to ensure adequate safety and security.
- xvii. Assisting the occupants during the Emergency Evacuation of the building.
- xviii. Rescue operation of passengers stranded in the lifts.
- xix. Complete Disaster Management in case of Emergencies/Disasters.
- xx. Providing of adequate security as per the requirement.
- xxi. Ensuring and monitoring the operational condition of Access Control System.
- xxii. Liasion with appropriate agencies in case of emergencies/Disaster & well equipped with their updated contact numbers.
- xxiii. Lodging of complaints/FIRs in case of emergency/disaster under intimation.

56. Special Terms and Conditions:

- i. In order to exercise effective control and supervision over the staff of the service provider deployed, the supervisory staff will move in their areas of responsibility.
- ii. All necessary reports and other information will be supplied immediately as required and regular meeting will be held with the O/o Building In Charge for the betterment of the security in the premise.
- iii. The security staff shall not accept any gratitude or reward in any form.
- iv. The security Provider shall have his own Establishment/set up/mechanism/training Institute to provide training aids or should have tied with a training institute, with 2-3 Ex-Servicemen/Ex-Para military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- v. Under the terms of their employment agreement with the service provider, the security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the service provider.

- vi. The eight hour shift generally will be from 0600 hrs to 1400 hrs, 1400hrs to 2200 hrs, 2200 hrs to 0600 hrs, and the 12 hour shift is from 0800 hrs to 2000 hrs. But the timings of the shift are changeable and shall be fixed by the O/o Building In Charge from time to time depending upon the requirements. Prolong duty hours (more than 12 hrs at a stretch) shall not be allowed. No payment shall be made by the department for double duty, if any.
- vii. Security staff engaged by service provider shall not take part in any staff union and association activities.
- viii. Service provider will provide walkie-talkie to each supervisor and to 20% of security guards to ensure effective timely communication between them.

57. Determination of contract:

(a) In the event, the Agency commits breach of any of the terms and conditions, herein contained and /or required to be observed by it, the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi shall be at liberty to terminate this contract by giving 30 days notice and without assigning any reasons. Moreover apart from it, the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi shall be entitled to forfeit amount of the security deposit or any part thereof.

(b) In the event, the Agency commits any serious breach of any of the terms and conditions, herein contained and /or required to be observed by it, and when the security of the Pratyakshkar Bhawan, Civic Center, New Delhi is under threat/ endangered, then the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi shall be at liberty to terminate this contract by giving 48 hours notice and without assigning any reasons. Moreover apart from it, the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi shall be entitled to forfeit amount of the security deposit or any part thereof.

58. In case of any accident/damage etc., caused due to the negligence of the staff deployed by the Agency, the loss shall have to be made good by the Agency.

59. The Agency shall be allowed free use of water, electricity in the designated area in the Pratyaksh Kar Bhawan, Civic Center, New Delhi, strictly for carrying out the duties and responsibilities assigned to it under the contract.

59. The work of the Agency shall be reviewed by the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi every quarter, wherein a senior executive of the Agency is required to be present.

60. All office and other equipments, such as torches, cells, lathis, tables, chairs, computers, fax machines, printers, pens, pencils, registers and other such items, shall be arranged by the Agency at its own cost for their staff. The Agency, for discharging their duties and responsibilities as per the contract agreement, will not utilize any facility available at the Pratyakshkar Bhawan, Civic Center, New Delhi offices, unless otherwise agreed to in writing by the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum Building In Charge, Civic Centre, New Delhi.

61. The whole manpower required for securing the Pratyaksh Kar Bhawan, Civic Centre i.e. 200 Security Guards, 10 Security Supervisors & 12 Armed guards must be available on daily basis and will be distributed and deployed in three different shifts to secure the Pratyaksh Kar Bhawan in consultation with the O/o Building In Charge. The Shift wise deployment will vary as per discretion of Building In Charge, however total deployment will remain 200 Security Guards, 10 Security Supervisors & 12 Armed Guards per day.

62. The Agency shall be fully responsible and settle all issues / claims viz retrenchment benefits, PF, Gratuity, Livery, Leaves, E.S.I. etc., during the period of the pendency of this contract, to its workers as per law, and acknowledgement submitted to the Committee appointed by the O/o Building In Charge or the Committee appointed by Pr. Chief Commissioner of Income Tax (International Taxation.) Cum

Building In Charge, Civic Centre, New Delhi. On expiry of the contract, the security deposit shall be refunded only after fulfillment of these obligations.

63. The Agency shall pay, and continue to fulfill, during the currency of contract all statutory requirements applicable, as per rules and law, regarding payment of gratuity/retrenchment benefits etc. It shall keep the Income Tax Department, New Delhi indemnified against such claims and any claims that may arise in future.

64. The Agency shall be fully responsible and liable for payment and settlement of all the matters arising out of the decisions of the Labour Court or any other court of law, Tribunal/Board with regard to employment of the workers and payment of the benefits to them. The Agency shall depute its representative in Labour court or any other court of law, and shall be solely responsible and liable for the cost of such litigation. The Income Tax Department, New Delhi shall not be responsible and shall not bear any cost of such litigation.

65. The Agency further agrees to absolve the Income Tax Department, New Delhi from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Agency. It is clearly understood that should the Income Tax Department, New Delhi be called upon to make any payment to any authority, the Agency shall reimburse such amounts to the Income Tax Department, New Delhi whether such liability arises during the currency of this agreement or after expiry of the period of this agreement. If there would be any claim on the Income Tax Department, New Delhi for any default of the contractor or its employees committed during the Operation of this Agreement, the Agency shall pay the Income Tax Department, New Delhi such amount on demand without protest.

66. The Agency shall not fix any tent for accommodating its staff at its own cost and risk in the Pratyaksh kar Bhawan, Civic Center, New Delhi for the purpose of short transit and rest of the workers, including provision of basic facilities and work place services. It will be the responsibility of the Agency to guard the place and keep it clean and sanitized for a healthy habitat.

67. That no right, much less a legal right shall vest in the Agency's workers / employees to claim/ have employment or otherwise seek absorption in the Income Tax Department not the Agency's workers / employees, shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the Income Tax Department. The workers / employees will remain employees of the Agency at all times and this shall be solely the responsibility of the Agency to make it clear to their workers before deputing or work at the Pratyakshkar Bhawan, Civic Center, New Delhi. Such a stipulation shall also be mentioned in the appointment letter or any similar document which may be issued to workers / employee of the Agency.

68. The performance of the contractor will be evaluated on annual basis.

69. **Force majeure Conditions**

Delivery schedule is schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "event") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date occurrence thereof, neither party shall by damages against the other in respect of such non performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

70. **ARBITRATION**

- i. In the event of any question, disputes or differences arising between the parties relating the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations between the successful bidder and Building Incharge, Pratyaksh Kar Bhawan, Civic Centre, New Delhi. The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties.

- ii. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Office of the Building Incharge. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the propose contract shall be nominated/appointed by the Pr. Chief Commissioner of Income Tax(Intl. Txn.) Cum Building Incharge of Pratyaksh Kar Bhawan, Civic Centre, New Delhi
- iii. The parties shall continue to perform their obligation under this agreement during arbitration proceedings.
- vi. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Delhi/New Delhi.

71. Miscellaneous:

The Agency shall provide Security to the Pratyakshkar Bhawan, Civic Center, New Delhi. The items/situations that have to be covered by Security Agency are enumerated below:

- a) Protection of property and personnel including staff, officers and visitors against willful harm; The Pratyakshkar Bhawan, Civic Center, New Delhi means all Gates/ office premises and entire campus all within the boundary of the Pratyaksh kar Bhawan, Civic Center, New Delhi.
- b) Regulate access control at gates, prevent misuse of the Pratyaksh kar Bhawan, Civic Center, New Delhi campus and facilities by outsiders/preventing tress-passing, unauthorized parking, unauthorized construction, squatting in the campus, prevent vandalism, breaking of twigs/trees, loitering and also ensure proper and timely reporting of violations to supervisors.

Section XV: Bank Guarantee Form for Performance Security

..... [insert: Bank's Name, and Address of issuing Branch or Office]

Beneficiary: [insert: Bank's Name, and Address of -----,Income Tax Department]

Date:

PERFORMANCE GUARANTEE No.:

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken in pursuance of contract no. Dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.



We undertake to pay -----, Income Tax Department up to the above amount upon receipt of its first written demand, without -----,Income Tax Department having to substantiate its demand.

This guarantee will remain in force for a period of forty five days after the currency of this contract and any demand in respect thereof should reach the bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)

.....
.....
Name and designation of the officer

.....
.....
Seal name & address of the Bank and address of the Branch



DECLARATION

1. I, _____ Son/Daughter/Wife of
Shri _____ Proprietor/Partner/Director,
authorized signatory of the Firm, mentioned above, is competent to sign this
declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them.

3. 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 Authorised person

Name:

Date:

Seal:

Place:

