



**GOVERNMENT OF INDIA, INCOME TAX DEPARTMENT**

भारत सरकार, आयकर विभाग

**OFFICE OF THE PRINCIPAL COMMISSIONER OF INCOME TAX**

प्रधान आयकर आयुक्त कार्यालय

**AAYAKAR BHAVAN (NORTH BLOCK), MANANCHIRA, KOZHICODE-673 001**

आयकर भवन, कोडीकोड-673001

Phone: 0495-2727608 EPBX: 2721300 2721244

No.Pr.CIT/CLT/Security/Tender Notice/2019-20/

Dated: 25.02.2019

**NOTICE INVITING OPEN TENDER FOR PROVIDING OF SECURITY GUARDS AT INCOME TAX OFFICE AT AAYAKAR BHAVAN, MANANCHIRA, KOZHICODE – 673 001**

The Pr. Commissioner of Income Tax, Kozhikode on behalf of the President of India, intends to hire security guards for a period of One year w.e.f. date of commencement of contract. Open tender Two Bid system is invited from reputed and competent parties as per the following instruction, terms and conditions.

Sr. No	Particulars	Number of Security Guards Required	Place of Deployment	Estimated Amount Involved
1	Rendering of Security services at Aayakar Bhavan, Mananchira, Kozhikode	06 (Six) Watch and Ward without Arms Two Guards at a time on Duty.	Aayakar Bhavan, Mananchira, Kozhikode	The Bid amount shall comply with the prevailing rate prescribed by the Central (Kozhikode), Central Labour Commissioner (Central, Kozhikode )under the Minimum Wages Act 1948 under the head "Watch and Ward charges" without arms

The tender documents along with terms and conditions of the contract can be downloaded w.e.f. 29/02/2019 to the website [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in) or can be enquired from this office from 01/03/2019 to 12/03/2019 till 04.00 PM on all working days.

Sd/-  
(P B Sekaran)  
Principal Commissioner of Income Tax  
Kozhikode



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### **NOTICE INVITING TENDER**

1. On behalf of the President of India, the Income Tax Department, Kozhikode intends to hire **06 (Six)** Security Guards, (Unarmed) for security of Income Tax Office Kozhikode located at Aayakar Bhavan, Mananchira, Kozhikode, Kerala 673 001. The contract is initially for a period of One year starting from the date of commencement of contract, which may be extended for one more year at the administrative convenience of Principal Commissioner of Income Tax, Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001

2. Sealed Tenders are invited under two bid systems i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firm/Agencies for providing security services. The interested and eligible Companies/Firms/Agencies may submit their tender documents complete in all respect along with Earnest Money Deposit (EMD) of Rs. 40,000/- (Indian Rupees Forty Thousand only) payable to The Principal Commissioner of Income Tax, Kozhikode and other requisite documents before 12<sup>th</sup> March, 2019 up to 05:00 PM in the Office of the Principal Commissioner of Income Tax, Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001. Tenders received after stipulated date/time shall not be accepted whatsoever the reason may be. **The tenders will be opened on 14<sup>th</sup> March, 2019 at 11.30 A.M.** in the Office of the Joint Commissioner of Income Tax Range-1, First Floor, South Block, Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001 in the presence of the Bidders or their authorized representative(s) who may like to be present.

3. Detailed information/terms and conditions for the purpose can either be downloaded from [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in) or be obtained from aforesaid office during office hours on payment of Rs. 100/- (Rs. One hundred only) (Non refundable) by

Demand Draft in favour of Principal Commissioner of Income Tax - Kozhikode. The tender which are downloaded shall be accompanied by a Demand Draft for Rs. 100/- (Rs. One hundred only) drawn in favour of Principal Commissioner of Income Tax - Kozhikode towards cost of the tender forms.

4. The Principal Commissioner of Income Tax - Kozhikode reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of Competent Authority of the Principal Commissioner of Income Tax - Kozhikode in this regard shall be final and binding on all.

Sd/-  
(P B Sekaran)  
Principal Commissioner of Income Tax  
Kozhikode



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No.Pr.CIT/CLT/Security/Tender Notice/2019-20/	Dated: 25.02.2019
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Dated: 25.02.2019

**(Through call of open Tenders)**

Name of Work/Particulars	Providing Security , watch and ward services at Income Tax Office at Aayakar Bhavan, Mananchira, Kozhikode
Total No. of Security Personnel required	06 (Six) (Two Guards on Duty at a time)
Period of Contract	One year from the date of commencement of contract.
Earnest Money Deposit	Rs. 40,000/-
Last Date & Time for submission of Bid	Date: 12 <sup>th</sup> March, 2019, Time: 05:00 P.M.
Time and Date of Opening of Bids	Date: 14 <sup>th</sup> March, 2019, Time: 11.30 A.M.
Place of Opening of Bids	Office of the Joint Commissioner of Income Tax, Range-1, First Floor, South Block, Aayakar Bhavan, Mananchira, Kozhikode, Kerala -673 001
The tender documents can be obtained from:	Office of the Principal Commissioner of Income Tax, First Floor, North Block, Aayakar Bhavan Mananchira, Kozhikode, Kerala – 673 001
Tender documents can be submitted	Office of the Principal Commissioner of Income Tax, First Floor, North Block, Aayakar Bhavan Mananchira, Kozhikode, Kerala – 673 001
Tenders addressed to	The Principal Commissioner of Income Tax, First Floor, North Block, Aayakar Bhavan Mananchira, Kozhikode, Kerala – 673 001

## SECTION-V

### INSTRUCTIONS TO BIDDERS

1. The invitation of the bids is open to the Companies/Firm/Agencies fulfilling the eligibility criteria as given below:-

**Eligibility Criteria:**

- a. The Companies/Firm/Agencies should be registered security agency under the Private Security Agencies (Regulation) Act, 2005 and should have been in the business of providing security services and guards for a period of minimum Two years to Government Department/Public Sector Undertaking/Banks and other Private Companies.
- b. **The Companies/Firm/Agencies turnover should not be less than Rs. Ten Lakhs during the F.Y.2017-18.** It should have completed at least one security service contract of value not less than Rs. 10 lakhs per annum or completed at least two security service contracts of value not less than Rs. 05 lakhs per annum in a single contract during the F.Y. 2017-18, and 2016-17.
- c. The Companies/Firm/Agencies should be in possession of requisite license from the State Government or other competent authority for running security services.
- d. The Guards should have their antecedents verified from the local Police Station at the instance of the contractor and a copy of such verification reports should be submitted within 07-days from the date of contract.
- e. The contractor should be in position to supply the requisite number of guard within 07-days of execution of agreement i.e. the guards should take their position at appropriate time. The initial requirement of guards is as under :-

**Income Tax Office at Aayakar Bhavan, Mananchira , Kozhikode,  
Kerala – 673 001 :- 06-Security Guards (2 Guards on Duty at a time)**

- f. The contractor should be able to provide additional guards required by Office of the Principal Commissioner of Income Tax, Kozhikode during operation of the contract as and when required. The additional requirement may be up to 40% of the existing strength.
  - g. The Office of the Principal Commissioner of Income Tax, Kozhikode reserves the right to choose the bidder most suited and responsive to its requirement.
2. The registered office or branch office of the Companies/Firm/Agencies should be located within the Territory of Kerala region.

3. The Companies/Firm/Agencies should be registered with the appropriate registration authority i.e. PF Commissioner, PT & other requisite registration as applicable to the Security Agencies.
4. The Companies/Firm/Agencies should be on the records of Income Tax and Goods & Service Tax Department (GST) if turn over exceeds 40 Lakhs per year.
5. The Companies/Firm/Agencies should be registered with appropriate authorities under Employee State Insurance Acts - 1948.
6. The service provider Companies/Firm/Agencies shall submit affidavit stating that it is/has not been black listed by Government Department/Public Sector Undertakings/Banks and other private companies.
7. The bidder is expected to examine all instruction, forms, terms and conditions and specifications in the bidding documents. Failure to furnish information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will result in rejection of the bid.
8. The bids are to submit in two parts in separate sealed envelopes i.e. Technical Bid and Financial Bid.
9. **The Technical Bid (Section-VIII) submitted by the bidder shall include the following:-**
  - (a) Full particulars of the Government Departments/Public sector undertaking/Banks and other private companies where the company/firm/agency has carried out Security Services contract in last 2 years (Self attested copies of the relevant work orders are to be enclosed.)
  - (b) Copy of audited balance sheet, profit and loss Account. Income Tax Return particulars of the bidder for the previous two financial years (2016-17 and 2017-18) if applicable.
  - (c) A copy of PAN card, Goods & Service Tax Registration No. (If Applicable) or approval of order from the Labor Commissioner.
  - (d) Copy of Registration documents with the Labor commissioner having jurisdiction over the territory in which the services are sought to be provided by the Company/Firm/Agency under this contract. In case of the Company/Firm/Agency is required to submit an affidavit signed by the authorized signatory of the Company/Firms/Agency that it is exempted and is not required to obtain any such registration or approval of order from the Lab our Commissioner.
  - (e) Information regarding any litigation current of during the last two years in which the bidder was/is involved, the opposite party and the disputed amount.
  - (f) Details regarding any work order that was abandoned at any state, prematurely terminated or resulted in inordinate delay along with reasons for the same. (Copies of relevant documents to be enclosed)
  - (g) Earnest money deposit of Rs. 40,000/- (Rupees Forty Thousand only) by means of demand draft drawn in favor of The Principal Commissioner of Income Tax Kozhikode, payable at Kozhikode.

- (h) Affidavit stating that the agency is/has not been black listed by Government Department/Public Sector undertakings/ Banks and other private companies not having any litigation with respect to Labor Laws.

#### 10. Sealing and Marking of Bids:-

- (a) The Technical bid along with EMD instrument and requisite documents shall be placed in one sealed envelope super-scribed "Technical Bid". The Financial Bid shall be kept in a separate sealed envelope super-scribed "Financial Bid". {Both for providing security services at Income Tax Office located at Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001 . The bidder's name, telephone number and complete mailing address shall be indicated on the cover of the outer envelope.
- (b) Both the inner envelopes super scribed Technical Bid and Financial Bid shall have the name and address of the bidder so that if required, they may be returned to the bidder without opening them.
- (c) If the outer and inner envelopes are not sealed and marked as required, this office shall assume no responsibility for the bid's misplacement or premature opening.
- (d) If for any reason it is found that the Technical bid reveals the financial bid related details in any manner whatsoever, or the financial bid is enclosed in the envelope super-scribed technical bid, the bid document will be summarily rejected in the first instance itself.
- (e) All the bid document submitted shall be serially page unnumbered and contain the table of contents with page numbers.
- (f) The applicants should submitted /drop their bids in separate sealed envelopes, which in turn should be placed into a sealed larger envelope in the Office of the Principal Commissioner of Income Tax, First Floor, North Block, Mananchira, Kozhikode, Kerala – 673 001. No acknowledgement in respect of receipt of any bid shall be issued.

#### 11. Validity:-

Bids shall remain valid for 30 days after the date of bid opening prescribed by Office of the Principal Commissioner of Income Tax Kozhikode. A bid valid for a shorter period shall be rejected by this office as non responsive. No modification or substitution of the submitted application shall be allowed.

#### 12. Opening and Evaluation of Technical Bid:-

- (a) The envelope containing Technical Bid shall be opened first on the scheduled date and time in the Office of the Joint Commissioner of Income Tax Range-1, First Floor, South Block, Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001 in the presence of the representatives of the Company/Firm/Agencies, if any, who wish to be present on the spot.

- (b) During the evaluation of the bids, the Office of the Principal Commissioner of Income Tax, Kozhikode on any matter relating to his bid from the time of the bid opening to the time the issue of work order. All bidders are strongly advised to furnish all material information in the bid itself.
- (c) Any effort by a Bidder to influence this Department in its decision on bid evaluation bid comparison or work order decision will result in rejection of the bid.

**13. Opening and evaluation of Financial Bids:-**

- (a) Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on same date in presence of shortlisted contractors of their authorized representatives. The results of the bid will be communicated in writing on the qualifying bidder later.
- (b) The price bids shall comprise the price component for all the services. The price quoted by the bidders shall include all applicable on the services that are provided under this contract in the lump sum rates quoted and income tax Department would not bear any additional liability on this account. However, the bid price shall be exclusive of Goods & Service Tax. The Goods & Service Tax shall be separately mentioned and it will not be included in bid price.
- (c) The Office of the Principal Commissioner of Income Tax, Kozhikode shall however, deducts such tax at sources as per the rules and issue necessary certificate to the Company/Firm/Agency. The prices once accepted by the Income Tax Department Kozhikode shall remain valid till the contract remains in force.
- (d) Rate shall include statutory obligations as may be applicable.
- (e) The rates are inclusive of all i.e. Provident Fund, ESI, Bonus, Gratuity, Paid Leave, pay for National Holidays, Uniform Allowance, Operational Cost, Service Charges and all other levies that are applicable from time to time shall be met within the total invoice value.
- (f) Price shall be quoted in Indian Rupees only.
- (g) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the lower of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the lower shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, his bid will be rejected.

**14. The contract payment shall be made as per the payment schedule mentioned below:**

- (a) Monthly bills submitted in duplicate by the Company/Firm/Agency for the security services rendered in the preceding month, shall be paid after submission of bills in duplicate duly complete in all respects. The payment for work will be released only after production of attendance records, log register for each security point duly certified by the respective Controlling Authorities and production of proof of payment/remittance of wages to the security personnel or payment into the bank account of the security

personnel, inadequate supply of security guards will attract deduction at pro-rata basis from the work bill towards compensation. The decision of The Principal Commissioner of Income Tax, Kozhikode shall be final and binding in this regard.

- (b) If the performance of the security services by the Company/Firm/Agency is not found satisfactory, the Principal Commissioner of Income Tax, Kozhikode shall have power to terminate the contract by giving one month's notice. Upon such termination, the security deposit of the office of the Principal Commissioner of Income Tax, Kozhikode.
- (c) If at any time during the period of contract, the scope of work for which this job has been awarded is deduced/abandoned, the payment value of this job order shall be reduced on pro-rata basis by the Office of the Principal Commissioner of Income Tax, Kozhikode and the decision of the Principal Commissioner of Income Tax, Kozhikode shall be binding on the Company/Firm/Agency.
15. All entries in the tender form should be legible and filled clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached, No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical bid application must be signed by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the Agency.
16. The Office of the Principal Commissioner of Income Tax, Kozhikode without assigning any reasons, reserves the right to accept or reject any bid, and to annual the bidding process and reject all bids at any time, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the action by the Income Tax Department, Kozhikode.
17. The Bidder shall sign his bid with the exact name of the concern to which the contract is to be awarded.
18. The Bid document filed by the bidder shall be typed or written in indelible ink. No over writing or cutting shall be permitted.
19. The office of the Principal Commissioner of Income Tax, Kozhikode reserves the right to reject the bid having deviation from the prescribed term and conditions.
20. The vendor shall not subcontract or permit anyone other than himself to perform act of the work, service of other performance required of the vendor under the contract.
21. Prior to the submission of Bid, the Bidder/authorized representative shall personally inspect the Income Tax Office at Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001 at his own cost and under prior intimation to the office of the Principal Commissioner of Income Tax, Kozhikode . This is necessary to enable the bidder to gather all the information so as they prepare the bid accurately after taking into consideration all the relevant factors submission of the bid will therefore, be considered as meeting the requirements

of bidder having fully read and understood the tender documents and the scope of work prescribed therein.

22. Making misleading or false representation in the bid documents will lead to disqualification of the bidder at any stage.
23. Where, the bid has been signed by the Authorized Representative on behalf of the concern, the bidder shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract (office of the Principal Commissioner of Income Tax, Kozhikode may out rightly reject any bid, which was not supported by adequate proof of the signatory's authority)
24. The Competent Authority of the department reserves the right to partly award the contract to some other service provider on the same terms and conditions.
25. It is explicitly made clear and understood by the contractor that the persons employed by the contractor for the above work shall be the employees of the contractor for all intents and purposes and in no case shall a relationship of employer-employee between the said persons and the Office of the Income Tax Department, Kozhikode accrue implicitly and explicitly.
26. The period of contract will be 1-year commencing from date of commencement of contract with a provision of further extension on same terms and conditions.
27. The contract will be awarded on L-1 basis i.e. financial bid with the lowest charges. However, in case of more than one bidder submitting the same lowest service charge, the tender will be awarded to the agency on the basis of technical bid comparison like ISO certificate, experience, and turn over, etc., The department reserve the right to choose the bidder most suited and responsive to its requirement.

Read and accepted.

Signature and stamp of Bidder or Authorized Signatory

## SECTION-VI

### TERMS AND CONDITIONS OF THE CONTRACT

1. No alteration shall be made in any of the terms and conditions of the bid document by scoring out. In the submitted bid no variation in the conditions shall be admissible. Bids not complying with the terms and condition listed in this section are liable to be ignored.
2. A sum of Rs. 40,000/- (Rupees Forty Thousand only) must be deposited as Earnest Money Deposit (EMD) by means of Bank Draft drawn in favor of the Principal Commissioner of Income Tax, Kozhikode and must accompany the technical bid in the sealed envelope without which the bid will be rejected. The said amount will be forfeited, if the successful bidder fails within the time fixed by office of the Principal Commissioner of Income Tax, Kozhikode to sign the contract on terms contained in the bid documents.
3. The successful tenderer will be required to deposit a Performance Bank Guarantee/ Fixed Deposit Pledged to the Principal Commissioner of Income Tax, Kozhikode @ 3 % of the value of the contract as security for due fulfillment of the contract. If the Agency/ Contractor opts for bank guarantee, it should be executed in the Performa in **Annexure-2**. The bank Guranatee / Fixed Deposit should be valid till the expiry of two months after the expiry of defect liability period. The bank guarantee/ Fixed Deposit must be submitted within 21 days from the data of signing of contract. This security shall be liable to forfeited in the event of any breach or non observance of the terms and condition of the contract by the bidder during the pendency of the contract.
4. No bid will be considered unless and until all the pages documents comprising the bid are properly signed and stamped by the persons authorized to do so.
5. In the event of bid being accepted, the bid will be converted into a contract, which the governed by the terms and conditions given in the bid documents. The instruction to bidders shall also from part of the contract.
6. The terms and conditions of the contract given in section – VI along with the instruction to bidders in section - V shall be signed and returned in the envelope marked as Technical Bid otherwise the tender will be rejected.
7. The office of the Principal Commissioner of Income Tax, Kozhikode does not bind itself to accept the lowest bid.
8. Any change in the constitution of the Company/Firm/Agency shall be notified forthwith by the Agency in writing to office of the Principal Commissioner of Income Tax, Kozhikode and such change shall not relive any former member on the concern form any liability under the contract.
9. The Company/Firm/Agency shall acknowledge that it has made itself fully acquainted with all the conditions and circumstances under which the services required under the contract will have to provide and the term, clauses and conditions, specifications and other details of the contract. The Company/Firm/Agency shall not plead ignorance on any matter as an

excuse for deficiency in services of failure to perform or with a view to asking for increase of any rates agreed to the contract or to evading any of its obligations undertake contract.

10. In the event of the Company/Firm/Agency failing to fulfill or committing any breach of any of the terms and conditions of this contract or indulge in following omission or commission then without prejudice to the Income Tax Department, Kozhikode's rights and remedies to which otherwise, Income Tax Department shall be entitled, the contract shall be terminated forthwith, forfeit the security deposit and to blacklist the Agency and execute the work or arrange otherwise at the Agency's risk and the absolute discretion of the Income Tax Department, Kozhikode. The cost of such works together with all incidental charges or expenses shall be recoverable from the agency:-
  - (a) If the Company/Firm/Agency or its agents or employees are found guilty of fraud in respect of the contract of any other contract entered into by the Company/Firm/Agency or any of his partners or representatives their of with the Income Tax Department, Kozhikode or
  - (b) If the Company/Firm/Agency or any of its partner becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so or if
  - (c) At any time during the pendency or the contract, it comes to the notice of Income Tax Department, Kozhikode that the Company/Firm/Agency has misled it by giving false/incorrect information.
11. The Company/Firm/Agency will be responsible for the conduct of all workers deployed by it and will be liable for any harm or loss arising to any person whosever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Company/Firm/Agency or any of the workers agents and others deployed by the Company/Firm/Agency in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same. The Office of the Principal Commissioner of Income Tax, Kozhikode will not be liable for any loss or harm to any person within or outside Income Tax Office at Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001 from any act of omission or commission of any of the workers, agents any others deployed by the Company/Firm/Agency in the course of providing any services stated in this contract.
12. The Principal Commissioner of Income Tax, Kozhikode shall not be liable for any compensation, claim or damages etc. due to any accident, injury or harm to any person deployed by the Company/Firm/Agency or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with their duties at Income Tax Department, Kozhikode, the department shall be indemnified by the Agency for all such claims.
13. Without prejudice to the preceding terms of contract, the Company/Firm/Agency will be liable to reimburse the Income Tax

Department of any cost of legal liability penalty fine imposed on the Income Tax Department by any authority, because of any misconduct, negligence, fraud, theft or any act of omission or commission, whether intentional or otherwise of the Agency or any of the workers deployed by the Agency in the course of providing any services stated in this contract.

14. It shall be the responsibility of the Agency to comply with the provision of all Labour laws. The Company/Firm/Agency shall faithfully discharge all the liabilities under the Labour laws. The Company/Firm/Agency shall indemnify the Income Tax Department, Kozhikode against the claims arising out of non-fulfillment of obligations by him under the various Labour laws.
15. The agency shall comply with all statutory liabilities and obligations of State and Central Government. The Income Tax Department, Kozhikode shall not be liable for any contravention/non compliance on the part of the Agency. Any contravention/non-compliance on the part of the Agency would be constructed as a sufficient ground for termination of the contract at the discretion of the Income Tax Department. Notwithstanding, in the event of the Income Tax Department being imposed with any penalty/fine etc. by any Company/Firm/Agency/Authority due to the non-compliance/contravention on the part of the agency to any statutory laws/rules/regulations etc, the Office of the Principal Commissioner of Income Tax, Kozhikode reserves the right to recover such fine/penalty etc. from the Company/Firm/Agency by way of recovery from the bill raised by the Company/Firm/Agency or by any other means.
16. The Office of the Principal Commissioner of Income Tax, Kozhikode may discontinue the contract at any point of time, by giving a notice at least 30-days before the intended date of discontinuation and will not be liable to any additional charges or compensation payable to the Company/Firm/Agency or any other person.
17. The Company/Firm/Agency may discontinue the contract any point of time by giving a notice at least 60-days before the intended date for discontinuation. But it will lead to forfeiture of its Security Deposit (EMD) submitted by it, in case of discontinuation without a notice or a notice less than 60-days prior to the intended date of discontinuation. The Office of the Principal Commissioner of Income Tax, Kozhikode will have the right to claim damages, and recover them from the payments due to the agency or by any other means, in addition to forfeiting the Security Deposit of the Agency.
18. Employment Cards must be issued to the employees and their wages must be paid to them on acquaintance roll by 10<sup>th</sup> day of every month. Before submission of bills by the Agency to the the Office of the Principal Commissioner of Income Tax, Kozhikode for payment against the jobs carried out by him a certificate will have to be submitted by the Agency of having paid in full to the workers employed by him.

19. The workers employed by the Agency will not be treated as the employees of the Income Tax Department for any purpose whatsoever.
20. The Office of the Principal Commissioner of Income Tax, Kozhikode shall have right to periodical inspection with a view to ensuring strict adherence to deployment of guards at the designated properties and spots.
21. The agency shall comply with all statutory liabilities and obligations of State and Central Government.
22. The Company/Firm/Agency shall comply with requirement of additional guards within 15-days of the work order.
23. The Company/Firm/Agency shall be required to enter into an agreement on a **non-judicial stamp paper of not less than Rs. 200/-** on receiving the intimation letter of intent and to start the work within 07-days of the signing of Deed/Agreement. All payments to the employees shall be made through banking channel.
24. The Principal Commissioner of Income Tax, Kozhikode is not bound to accept the lowest bid. The Principal Commissioner of Income Tax, Kozhikode reserves the right to award the work contract in parts to two or more bidders depending upon exigencies and requirements.
25. The Principal Commissioner of Income Tax, Kozhikode reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with The Principal Commissioner of Income Tax, Kozhikode or with any Central or State Government or having a case pending before Labour Commissioner.
26. The Principal Commissioner of Income Tax, Kozhikode reserves the right to award the work on experimental basis for a period of not less than 2-weeks and not more than 12-weeks, to see and evaluate the performance of the bidder, before formal award of the tender. The bidder will do the work as per the terms and conditions of the tender.
27. Notwithstanding anything contained in aforesaid Paras, the Principal Commissioner of Income Tax, Kozhikode may award the work order to the successful bidder after opening of the financial bid. The work order will be issued in writing and communicated through post on the address as provided in the tender document or will be handed over to the authorized representative of the agency.

Read and accepted.

Signature and stamp of Bidder or Authorized Signatory

## SECTION – VII

### SCOPE OF WORK

1. The agency shall provide round the clock security services at the premises of Income Tax Office at Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001 which includes both North and South Block with requisite security guards on all days including Saturdays, Sundays and National Holidays. **Two Guards shall be on duty at each shift.**
2. The agency shall provide round the clock high standard security on a 24x7x365 basis on all the days to safeguard the premises and assets of Income Tax Office at Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001. The agency shall ensure security to the premises and its property from pilferages and maintain the standard security norms to protect the above premises from other insecurities. The agency shall provide necessary frisking material like metal detector etc. for emergency as per the analysis of threat perception by the Office of the Principal Commissioner of Income Tax, Kozhikode.
3. The agency shall ensure proper security of premises, common area etc. In case of any theft, breakage, pilferages of any fixture and /or fitting, furniture, equipment, etc the responsibility shall be of the security personnel and the security personnel shall report the same to the Controlling Authorities/Care Taker immediately. If after a departmental enquiry, it is found that the loss has occurred due to the negligence of the Security Guards/Guard on duty, the Office of the Principal Commissioner of Income Tax, Kozhikode will have full power to recover the loss in full or adjust from the dues of the agency.
4. The amount of loss to be compensated by the Agency shall be determined by Office of the Principal Commissioner of Income Tax, Kozhikode on its behalf by the authorized officer, same shall be binding on the Agency. The decision of the Principal Commissioner of Income Tax, Kozhikode in the regard shall be binding on the Agency.
5. The Office of the Principal Commissioner of Income Tax, Kozhikode may increase or decrease the requirement of the manpower and the agency shall be bound to provide/adjust the personnel accordingly and should be constructed as a part of Agency's performance.
6. The agency shall submit bio data along with identity proof, address proof of each security guards duly verified and police verification before commencement of the contract.
7. The agency shall issue identity cards/identification documents to the security guards and supervisor which shall be countersigned by the Principal Commissioner of Income Tax, Kozhikode and they shall be duly bound to display the identity cards at the time of duty. The Principal Commissioner of Income Tax, Kozhikode or any other person authorized by the Principal Commissioner of Income Tax, Kozhikode shall be at liberty to carry out surprise check on the persons so deployed by the Agency to

ensure that the required numbers of persons are deployed and they are doing their duty as per the agreement.

8. During surprise check any of the authorized officers of Office of the Principal Commissioner of Income Tax, Kozhikode if a particular guard is found negligent/sleeping/drunk on duty, the agency will have to replace the particular guard with any other proper and fit person without questioning the decision of the Officer concerned of Office of the Principal Commissioner of Income Tax, Kozhikode.
9. The agency shall ensure immediate communication to Controlling Authority for any reportable incidence.
10. The agency shall maintain proper register/log book of security personnel.
11. The agency shall provide proper uniforms, identity cards, badges, whistle, lathi, emergency lamps, torch, umbrellas, rain coats etc to Guards deployed at Income Tax Office at Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001. The expenses on uniforms other accessories, rain wear etc. shall be borne by the Agency alone.
- 12. All the security guards posted shall be Ex Service Men with sound health and between the ages of 18 to 65 years.**
13. The Security guards should maintain utmost vigil and shall be on rounds in the duty area allotted at frequent intervals of time. Any shortcomings in this issue will be dealt with seriously and action will be initiated with my include termination of the contract.
14. The Security guards should not accept any Registered Post, Speed Post or any signed document from courier's agency on any working day or holidays.
15. It is explicitly made clear and understood by the Agency that the persons employed by the Agency for the above work shall be the employees of the Agency for all intents and purposes and in no case shall a relationship of employer-employee between the said persons and Income Tax Department, Kozhikode shall accrue implicitly and explicitly.
16. The agency shall keep the premises Income Tax Office at Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001 indemnified against all the claims whatsoever in respect of the employees deployed by the agency at various points.
17. Besides the normal security, the other function required to be performed are :
  - a. To man security/check posts located at the various gates any any other sensitive points specified by the department.
  - b. Security personnel deployed by the agency shall check the material/property/public subscribers/any other outsider going out of the buildings through the procedure of the gate pass etc. as laid down by the department.
  - c. To perform watch and ward function including night patrol on the various points of deployment.

- d. To prevent the entry of stray dogs and cattle & antisocial elements, unauthorized persons and vehicle into the building.
  - e. To maintain proper record of entry of vehicle and persons inside the campus.
  - f. The contractor shall compensate in full the loss sustained by the Department on account of any theft, burglary and any other kind of intrusion in Building/Area given for security. The amount of loss to be compensated by the contractor shall be determined by the amount of loss to be compensated by the contractor shall be determined by the Department or on its behalf by authorized nominee. Same shall be binding on the contractor.
18. The agency shall submit weekly duty chart of the security personnel to the Building In-charge /Care Taker, of Income Tax Office at Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001 or any officer authorized at the commencement of the week. Agency shall also submit the daily attendance sheet of the security personnel for the previous working day. Failure to do so could result in non-payments for the day/days which the attendance sheet is not furnished.
19. The agency shall not replace the security personnel at random. This shall be done with the prior knowledge of the Office of the Principal Commissioner of IncomeTax, Kozhikode of the Officer authorized, as referred above. In case any of the security staff is found to be posted without the previous knowledge of the Office of the Principal Commissioner of Income Tax, Kozhikode by any authorized office, the office of the Office of the Principal Commissioner of Income Tax, Kozhikode shall not be liable to pay for such Security Personnel.
20. The agency should deploy security guards in such a way that the guards get weekly rest. The working hours/leave for which the work is taken from them should be in accordance with the provision of statutory act and with due regards to all recognized festivals days of rest and religious and other customs.
21. The agency shall be liable to make alternate arrangements in case of the absence of the security personnel. Similarly, the contractor shall have to make alternate arrangements in case of the weekly off, no extra payment shall be made on this account. No short leave or meal relief shall be permitted to the security personnel unless the Agency provides suitable substitute without any extra payment. The agency has to keep sufficient number of leave reserves.
22. The behavior of the deployed manpower by the agency for the security duty so awarded shall be of decent nature and should cooperate with the officials, visiting guests. In case of report of any compliant on the issue or is found breaching this aspect, the said guard/supervisor shall be instantly removed from the duty by the agency and the decision of The Office of the Principal Commissioner of Income Tax, Kozhikode will be final and binding on the agency.

23. No accommodation shall be provided to the security guards or supervisor inside the complex, no cooking or lodging shall be allowed at the check post and premises of Income Tax Office at Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001. The agency may arrange suitable accommodation for their stay in nearby area.
24. Income tax as applicable will be deducted at source from each bill for which necessary PAN No. is required to be provided.
25. No person below the age of 18-years and above 65-years shall be deployed on security work by the agency.
26. The agency shall have insurance coverage of their workers and follow all safety measures during the work execution. Any liabilities occurring during work such as accident, injury, loss of life, damage to the property, the same shall be compensated and made good by the agency only and Income Tax Department, Kozhikode will not be responsible in any manner.
27. The contract will be terminated by the competent authority if the performance of the agency is found unsatisfactory at any point of time.
28. During the contract period, the agency shall make salary & other payments and provide other things in time without waiting for the bill payments passed and paid by the Office of the Principal Commissioner of Income Tax, Kozhikode
29. The agency shall have its own monitoring system to ensure that the guards are available at the designated points during their working shifts.
30. The agency shall provide dedicated security guards and any change in the personnel supplied should be made only in very exception circumstances. Replacement of security guards should be provided in the event of sickness or in any other circumstances, when the guard is absent. The guards must report to duty strictly for eight hours (In each shift), seven days a week as per the roaster or duty schedule to the prepared in this regard. This shall exclude the half hour lunch break, turn by turn.
31. Drugs and liquor or any form of intoxicants are prohibited inside all the office premises and public places in this office. The entire office buildings are declared as “No Smoking zone” strict disciplinary action is to be initiated against offenders. The security personnel shall bring to the knowledge of the officer in charge of the building any such violation committed in the premises.
32. The main gate, building and portion of any other premises as may be specified by the department shall be closed after working hours and locked in presence of the representatives of both the Agency and Department. The premises in locked conditions shall be taken over to the next day morning in the presence of representatives of the department and the contractor:

I.	1 <sup>st</sup> Shift (8 Hours)	: - 06.00 Hrs to 14.00 Hrs
II.	2 <sup>nd</sup> Shift (8 Hours)	: - 14.00 Hrs to 22.00 Hrs
III.	3 <sup>rd</sup> Shift (8 Hours)	: - 22.00 Hrs to 06.00 Hrs
IV.	General Shift	: - 09.30 Hrs to 18.00 Hrs

Note: - Shift timing may however be determined by the Department Authority as per requirement.

**33. Duties & Responsibilities of Security Staff:-**

- a. The security guards of the security agency will be responsible for overall security arrangement of the Department Campus it be building, property and camp office covered in the contract.
- b. The Security Guards will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
- c. One or two of the security guards, will take round of the entire campus/building. His whereabouts, while on round should be known to the security guard at main gate, as in case of need, he shall have to be available within 10 minutes at the main gate.
- d. The security guards shall remain punctual, alert and vigilant in performance of their duty and always wear uniform.
- e. They should ensure that entry of all vehicles entering in the premises is made in the entry register. Entry of all outsiders should be made in the register and also time of exit should be recorded in register.
- f. No outsiders are allowed to enter the building without proper entry in the register at the reception gate.
- g. No items are allowed to be taken out without gate passes issued by the Competent Officers/Care Taker as laid down in the contract or authorized by the Departmental authority for in/out movement of stores. Specimen signature will be available to security personnel posted along with telephone no. at office.
- h. Department officers and officials will keep their identity cards with them for checking and allowing entry by security staff.
- i. Number of Security personnel deployed in the premises on holidays, Saturday & Sunday will be assessed as per actual requirement and the number of personnel will be suitably reduced.
- j. The guard will also take round of the backside of all the important sensitive points through inspection pathway as specified by the Department.

k. Patrolling round the clock. The guard on duty from 8.00 hrs i.e. 24 hours will also take care of all stores mentioned/lying within the Income Tax Office at Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001 and Departmental/establishment cycle stand, vehicle/car parking etc. run by the department. As and when need arises the GPS device may be given by the employer to Security Guards to ensure their movement during patrolling.

l. Entry of street dogs and cattle etc. into the premises, covered under the contract is to be prevented. Not a single dog or cattle herd should be seen in premises. It should be at once driven out.

m. The security guards on patrol duty should take care of all Electrical Power Main Supply, all the water taps, valves and water hydrants installed over the premises for horticulture purposes.

n. It should be ensured that flowers, plants trees and grassy lawns are not damaged either by the staff or by outsiders. They will keep a record of flower pots and will be responsible for any missing of such pots.

o. The security guards should be familiar with the fighting procedure and held the fire fighting staff in extinguishing the fire, if there is a fire or any other natural calamities.

p. Any other provisions as advised by the Department shall be incorporated in the agreement. The same shall also be binding on the contractor.

Sd/-  
(P B Sekaran)  
Principal Commissioner of Income Tax,  
Kozhikode

## SECTION-VIII

## TECHNICAL BID

(On the letter head of the concern submitting the bid)

To  
The Principal Commissioner of Income Tax  
Aayakar Bhavan, First Floor ,North Block  
Kozhikode.

Sir.

Sub:- Hiring of Security Guards – regarding..

Ref:- Tender No./F.No.....

.....Dated.....

I/We undertake to provide the security guards at Income Tax Office at Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001 as specified in the Bid/Tender documents.

I/We have understood the instructions to Bidders and Terms and conditions of Contract as enclosed with the Notice Inviting Tender(NIT) and have thoroughly examined the specifications of services to be rendered and are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.

Certified that I/We have the experience of more than..... years in providing security services and related works. Certified copies of at least on work order pertaining to each of the last two years are also enclosed as bids.

A detailed profile of the organization as filled in as prescribed in the Annexure-B of the bid documents is enclosed with this bid. Other details required to be submitted with this bid as per the bid documents are also enclosed as follows:-

- (a) Copy of valid empanelment certificate from appropriate authority for undertaking security services contract
- (b) List of reputed clients along with documentary evidence ( Self attested copies of the relevant work orders are to be enclosed)
- (c) Copy of balance sheet, profit and loss account of the bidder for the previous two financial years (2016-17 and 2017-18) and Income Tax returns for the previous two financial years (2016-17 and 2017-18)
- (d) A copy of PAN card, Goods & Service Tax registration No. & ESI Registration No. ( Attach attested copies)
- (e) Copy of registration with the Labor Commissioner having jurisdiction over the territory in which services are sought to be provided by the Agency under this

contract. In case the agency is exempted from obtaining such Registration of approval or order from the Labour Commissioner, the agency is required to produce an affidavit signed by the authorized signatory of the agency that their firm is exempted and is not required to obtain any such registration to approval or order from the Labor Commissioner.

- (f) Note of compliances of liabilities and obligations of state and Central government viz. Minimum Wages Act, PF, ESIC and other statutory obligations.
- (g) Information regarding any litigation current of during the last two years in which the bidder was/is involved, the opposite party and the disputed amount.
- (h) Details regarding any work order that was abandoned at any staged, prematurely terminated or resulted in inordinate delay along with reasons for the same (Copies of relevant documents to be enclosed.)
- (i) Earnest Money Deposit of Rs. 40,000/- By means of demand draft pay/Banker's cheque drawn in favour of The Principal Commissioner of Income Tax, Kozhikode
- (j) Any other documents which is to be required for running this type of Agency.
- (k) Affidavit stating that the agency is /has not been black listed by Government Department/Public sector undertaking/Banks and other private Companies.

We do hereby undertake that upon a format notification of award this bid together with your written acceptance thereof shall co constituted a binding order between us.

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

Dated

Signature & Stamp

Seal

Name

Address

**SECTION – IX**  
**FINANCIAL BIDS**

Hiring of Security Guards for premises of Income Tax Office at Aayakar Bhavan, Mananchira, Kozhikode, Kerala – 673 001:-

S.No	Description of Payment	Rate for Security Personnel per Month per Person (In Rupees) in words and Figures
1	Monthly wages per person including Basic + DA Per day Rs. _____ x 30 Days	
2	EPF, Employers Contributions ( %) on Basic + DA	
3	ESI, Employers Contributions ( %) on Basic + DA	
4	Bonus, ( %) on Basic + DA	
5	Sub Total-A,	
6	Service charges ( %) On Sub Total-A	
7	Any other charges such as Labour license, ID cards, Badges, Uniform, & licenses for statutory compliances ,etc.. ( %)	
8	Sub Total-B,	
9	GST ( %) On Sub Total-B	
10	Grand Total	
11	Number of Staff	6
12	Total Amount per month for Total Staff	

**Note:-** Financial bid of the tenderer should be workable and price bids quoting “NIL” consideration or “Zero” or its derivatives as service charge will be rejected summarily. (As per order No.29(1)/2014-PPD, dated. 28.01.2014, Ministry of Finance, Department of Expenditure)

**Declaration:-** I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. In case any deviation/discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted.

Seal/Stamp

Signature  
Name

## ANNEXURE – I PROFILE OF ORGANISATION

Sr. No.	Description	
1	Name of the concern	
2	Complete address of the concern with telephone No. fax and e.mail	
3	Name and address of the Partners/Directors (In case of Company/Firm/Agency)	
4	Contact Person (s) with Mobile No.	
5	Details of Registration Labour Commissioner having jurisdiction over the territory or exemption certificate if any	
6	Year of establishment of the firm and experience in the execution of security services contracts	
7	PAN No. (Attach copy)	
8	Goods & Service Tax Registration No. (Attach copy)	
9	Details of works executed during the last 2 - years (add documentary proof of the same) with satisfactory completion certificates of the concerned organizations)	
10	List of similar work undertaken/in hand at present (Proof of documents)	
11	Whether sufficient number of guards in each category is available with the Applicant contractor (Furnish documentary evidence)	
12	Details of Demand Draft/Banker's cheque in respect of Earnest Money	
13	Please furnish the copy of ISO certificate if the bidder has it)	
14	Whether the concern possesses all the statutory /non-statutory registrations including permission, approvals etc.from the competent authorities for providing required security services as per the terms and conditions of the bid documents.	
15	Any other information in support of the past antecedent present experience, approach & methodology of work, competency to execute contract, financial capacity etc.	

Note:- Please attach extra sheet in support of your information, if space in the column is In-sufficient.

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

Seal/Stamp

Signature  
Name

ANNEXURE-II  
(PERFORMANCE BANK GUARANTEE)

To  
The President of India

Whereas..... (Name  
and address of the  
supplier) (Hereafter called the supplier) has undertaken in pursuance of contract No.  
.....Dated.....to supply  
.....

..  
(Description of services) (Here in 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 civil 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.

This guarantee shall be valid until the ..... day of  
.....

Signature of authorized officer of the Bank  
Name and designation of the Officer  
Seal, name and address of the Bank and address of Branch.

ANNEXURE-III  
(FORMAT OF AFFIDAVIT)

To  
The Principal Commissioner of Income Tax  
Kozhikode.

Sir/Madam.

I the undersigned hereby state that employees/staff deployed as per list enclosed by M/s

.....  
.....In Income Tax Department, Kozhikode are in no way related to any of the Income Tax Department officials. In the event of any unusual or illegal or unacceptable act/incidents/accidents caused by the employees/staff working of M/s .....full responsibility for the lapses and misconducts on the part of employees/itself engaged by me.

Thanking you

Yours faithfully  
Signature  
Name  
Seal