



**GOVERNMENT OF INDIA
OFFICE OF THE JOINT COMMISSIONER OF INCOME TAX
TIRUNELVELI RANGE, TIRUNELVELI - 627 011.**

Pdl. 15/2014-15

Date: 11/02/2015

NOTICE INVITING TENDER

The office of the Joint Commissioner of Income Tax, Tirunelveli invites sealed quotations / tenders from reputed agencies/firms/individuals to provide security guards (unarmed) to work in the office of the Joint commissioner of Income-tax, Tirunelveli and Income Tax Staff Quarters, Tirunelveli.

Tender forms along with terms and conditions can be obtained from the **Drawing and Disbursing Officer, ITO Ward – 1, Office of the Joint Commissioner of Income Tax, First Floor, Nellai City Centre, Rahmath Nagar, Maharaja Nagar Post, Tirunelveli-627011** on payment of **Rs.500/- (Rupees five hundred only)** – Non-refundable in cash or by Demand Draft of Scheduled Bank in favour of the **Drawing and Disbursing Officer, ITO Ward–1, Office of the Joint Commissioner of Income Tax, Tirunelveli-627011**. The last date for receipt of filled in tender form in sealed cover is by **10:00AM** on **23-02-2015**. The details shall be obtained from the official website www.tnincometax.gov.in. Interested parties may send quotations in sealed envelope with separate Technical and Financial Bids.

The bids shall be opened on the same day (i.e.23.02-2015) at 11:00AM in the presence of the Joint Commissioner of Income Tax or any other officer / committee, Income Tax Department, Nellai City Centre, Rahmath Nagar, Maharaja Nagar Post, Tirunelveli-627011 for the purpose. The Joint Commissioner of Income Tax or any other officer / committee reserves the right to cancel or postpone the tender or reject any bid without assigning any reasons.

Sd/-
(M. EYAS AHAMED)
Joint Commissioner of Income Tax,
Tirunelveli.

FOR PROVIDING SECURITY GUARDS (UNARMED)

The office of the Joint Commissioner of Income Tax, Tirunelveli invites sealed offers from reputed / authorized concerns engaged in the business of Services to provide Security Guards (unarmed) on monthly contract basis for the period of one year from the date of finalization of contract.

Tendering process:

Tenders are invited in two parts i.e. (1) Qualifying bid and (2) Financial bid. The Tender form for qualifying bid prescribed in Annexure – I and the tender form for the financial bid in proforma prescribed in Annexure – II complete in all aspects should be submitted to the **Drawing and Disbursing Officer, ITO Ward-1, Office of the Joint Commissioner of Income Tax, Tirunelveli-627011** by **10.00 am on 23.02.2015**. The sealed covers may be super scribed with “**Qualifying bid – Contract for providing Security Guards**” and “**Financial bid - Contract for providing Security Guards**” respectively. Incomplete bid documents will be rejected. The valid qualifying bids will be scrutinized by the Department to short list the eligible bidders. There after, the financial bid of the short listed bidders will be opened on **23.02.2015 at 11.00 am** in the presence of the bidders who are present at Office of the Joint Commissioner of Income Tax, Tirunelveli. Late submission of tenders will not be accepted.

Earnest Money Deposit of **Rs.50,000/-** (Rupees Fifty thousand only) per application in the form of Demand Draft / Banker’s Cheque of Scheduled Bank drawn in favour of the **Drawing and Disbursing Officer, ITO Ward-1, Office of the Joint Commissioner of Income Tax, Tirunelveli-627011** should accompany the qualifying bid. Qualifying bid without Earnest Money Deposit will be rejected. EMD will be forfeited in case the eligible bidder withdraws or the details furnished in Annexure – I & II are found to be incorrect or false during the tender selection process.

The successful bidder of the contract has to submit a performance guarantee either by way of Fixed Deposit or Bank Guarantee receipt of **Rs.1,00,000/-** (Rupees One lakh only) within three days from the day of obtaining the contract.

The tenderer is requested to inspect the areas under consideration for Guarding at the premises between **10.00 am and 5.00 pm (Monday to Friday)** and submit their quotes thereafter. Any clarification in this regard may be sought from the **Drawing and Disbursing Officer, ITO Ward-1, Office of the Joint Commissioner of Income Tax, First Floor, Nellai City Centre, Rahmath Nagar, Maharaja Nagar Post, Tirunelveli-627011.**

The tenderer should sign and stamp each page of this tender document as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. The tenderer would fill up the information in Annexure – I & II enclosed at the end of this document in clear and legible terms. Wherever, the prices to be quoted should be written in figures and words as well. Annexures will also have to be signed and stamped by the firm through its authorized signatory.

The tender forms shall be rejected if it is found to be incomplete in any aspect.

TERMS AND CONDITIONS OF THE CONTRACT

The Income Tax Department, Tirunelveli intends to utilize services of Security Guards through service providers, at its disposal **round the clock for a period of 12 months** as per the following terms and conditions.

1. The contractor and security personnel shall ensure the Safety and Security of the entire premises of Income tax Office and Income Tax Staff Quarters at Tirunelveli as detailed below:

A) Income tax Office Premises at Tiruchendur Road, Rahmath Nagar, Tirunelveli - 03 Guards

B) Income tax Staff Quarters, Thirunagar, Tirunelveli - 03 Guards

2. This office requires 6 Nos of Security Guards for the above said period.

3. Security personnel should have minimum high school qualification, working knowledge of English and local languages, good physique, at least 2 years experience of rendering security services and knowledge of fire fighting. They should be in between 25 to 55 years of age and bear good moral character.

4. All Security materials like strong bamboo stick (lathi), torch, whistle, stationery etc. will be provided by the contractor.

5. The contractor shall provide suitable and clean uniforms to the Security personnel engaged by him. It should also be ensured that the uniforms are in good condition and should be washed and ironed daily.

6. Security personnel should wear complete uniform with all the accessories- Cap, Belt, Badge, Insignia, black shoes, socks, warm clothing, coat etc. They should also display their photo identity cards all the time while on duty.

7. The contractor shall communicate either to the **Office of the Joint Commissioner of Income Tax** or to the **Drawing and Disbursing Officer, ITO Ward-1, Office of the Joint Commissioner of Income Tax, Tirunelveli-627011** the names, parentage, residential addresses, age, photograph, proof of the identity and proof of address etc. of the Security personnel deployed.

8. The Contractor shall get the police verification done of the credentials of the workforce to be employed by him in the premises and keep the original thereof with him / them for production to the Income Tax Office as and when desired. However a certified copy of police verification shall be submitted to the Income Tax office.

9. Security personnel should not smoke or consume liquor or indulge in any unhygienic activities at any public place which is prohibited under the law.

10. Security personnel shall maintain 'in and out' duty register for themselves.

11. Security personnel shall be responsible for physical verification of the persons of other service providers/contractor engaged in the entire above mentioned campus going in and outside the premises and maintain their 'in and out' record.

12. Security personnel shall be responsible for proper entry of the visitors and vehicles after receiving due permission from concerned officials/contractors over intercom / phone. The Security personnel should ensure that no person enters into the premises unauthorized. They shall maintain records of

visitors along with the vehicles which enter the premises. They shall also ensure that vehicles are parked only in the designated parking area.

13. Security personnel shall be responsible for physical verification / counting of incoming and outgoing material. Security personnel should ensure that materials exit only through gate pass / challans issued by the competent authority. Specimen signature(s) of the authorized officials must be kept on record by Security Agency for verification purpose.

14. Security personnel shall lend support to the premises in periodical checking of all fire extinguishers and fire hydrants installed in the premises.

15. Security personnel shall be responsible for maintenance of key register and maintenance of key records.

16. Security personnel shall ensure that no beggar, salesman, or animal enters in the premises or hawkers put their shops/stall near the boundary walls.

17. 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 O/o the Joint Commissioner of Income Tax, Tirunelveli shall accrue implicitly and explicitly.

18. The contractor shall keep Office of the Joint Commissioner of Income Tax, Tirunelveli and Income Tax Staff Quarters, Tirunelveli indemnified against all the claims whatsoever in respect of the employees deployed by the contractor at various points.

19. The contractor shall maintain proper records of the attendance of the security personnel engaged by it for rendering security services and ensure that gates will never remain unattended by security guard/guards.

20. The Security personnel shall be deployed on rotation basis as and where needed. Any security guard should not be deployed for more than eight hours continuously and norms of labour laws & rules must be adhered to in this regard.

21. The contractor will be paid the contractual amount per month for the above services and except the above amount this office will not pay anything either to the contractor or its security personnel. If additional security personnel in excess of the number specified in the contract are specifically required by the office on any occasion, the payment for such additional personnel shall be made to the contractor as per the minimum wages rate prescribed by the competent authority.

22. The contractor shall abide by the Minimum Wages Act 1948 (Govt. of India, Act No.11 of 1948 dated 15.03.1948) and other applicable enactments, rules and regulations. In case of variation in minimum wages, the contract amount will be modified to the extent of setting off the increase in the wages payable by the contractor to its security personnel/other workers under this contract.

23. The Contractor shall be solely and exclusively liable and responsible to its security personnel or other workers for the following:

- a. The payment of wages, allowances and other benefits as per provisions of Minimum Wages Act or any other applicable act or enactments in force from time to time.
- b. The payment of compensation under the Workman's Compensation Act or any other applicable acts or enactments in case of injury or death of any of its security personnel/other worker.

- c. Any other allowances or benefits as admissible under different laws, rules and enactments to security personnel/ other employees, including weekly rest / off day's leave, national holidays etc.

24. The security personnel /other workers deployed by the contractor for the work / service as specified in this document shall be the employees of the contractor / services provider for all intents and purposes and in no case shall a relationship of employer and employee between the Office and said persons shall accrue implicitly or explicitly.

25. The Contractor shall be duty bound to obtain and possess all the statutory registrations, licenses (including PSARA), permissions, approvals etc. from the Competent Authorities for providing required services as per the terms and conditions of the contract and furnish the copies thereof to the O/o the Joint Commissioner of Income Tax, Tirunelveli as and when required. In case the contractor fails to do so, the contract shall be terminated.

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

27. The Contractor shall be responsible for any damage to the land & buildings, equipments, furniture & fixtures, vehicles, other items and articles within the said premises, if such damage in the opinion of the Office is due to negligence or carelessness or any fault on part of the contractor or its employees or workers or agents and the Contractor shall be liable to pay to the O/o the Joint Commissioner of Income Tax, Tirunelveli such amount in respect of such damage as may be assessed by O/o the Joint Commissioner of Income Tax , Tirunelveli.

28. Without prejudice to the preceding terms of contract, the contractor will be liable to reimburse the O/o the Joint Commissioner of Income Tax, Tirunelveli any cost or legal liability / penalty / fine imposed on the O/o the Joint Commissioner of Income Tax, Tirunelveli by any authority, because of any misconduct or any act of omission or commission of the contractor or any of the workers / subcontractors / agents / any other persons deployed by the contractor.

29. The O/o the Joint Commissioner of Income Tax, Tirunelveli shall make the contract payment as per the payment schedule mentioned below:

i. Monthly bills complete in all respects submitted by the contractor, will normally be paid as early as possible. No advance payments shall be made.

ii. Following deductions/adjustments shall be made from the bills before making the payment:

- a. Income Tax deduction at source as per statutory provisions.
- b. The amount equivalent to any damages /loss etc. caused to O/o the Joint Commissioner of Income Tax, Tirunelveli which is attributable to the contractor, and
- c. Any other charges (penalties and other deductions etc.).

30. The contractor shall be provided space to store the materials and other equipments required to be used for rendering Security services during the continuance of contract.

31. The contractor shall be permitted to consume water and electricity for rendering the service contract and the cost of these items shall be borne by the Office. They shall be allowed to use the toilet facilities also.

32. Annual maintenance of the equipments provided by the Income Tax Office to the Contractor will be the Office's responsibility.

33. Any change in the constitution or ownership of the concern of the contractor shall be notified forthwith by the contractor in writing to the O/o the Joint Commissioner of Income Tax, Tirunelveli and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the contractor in respect of this contract unless he/they agree to abide by all the instructions and terms & conditions of the contract.

34. Any change in security guards of the contractor must be informed to the campus **caretaker or Drawing and Disbursing Officer, ITO Ward-1, Office of the Joint Commissioner of Income Tax, Tirunelveli-627011** immediately.

35. The O/o the Joint Commissioner of Income Tax, Tirunelveli reserves the right to reject any particular guard/staff /supervisor employed by the Contractor without assigning any reason thereof. Such staff will have to leave the campus at short notice and will be replaced by the suitable substitute. The Contractor shall furnish a detailed list of his employees along with their addresses, photo identity proof to the **Caretaker or Drawing and Disbursing Officer, ITO Ward-1, Office of the Joint Commissioner of Income Tax, Tirunelveli-627011**. The security personnel /other workers of the contractor shall have no right to stay in the campus beyond their duty hours.

36. The EMD (i.e. Rs. 50,000/-) submitted by the Contractor with the prequalification bid, would be held by the Office of Income Tax as Security Deposit and shall be refunded upon furnishing the performance bank guarantee and signing the contract. No interest shall be payable by the Office of Joint Commissioner of Income Tax on EMD.

37. If the contractor fails to deploy requisite number of security personnel as per the terms of the contract or their staff is found missing, the Office shall impose a penalty of Rs. 500/- per person per day for short deployment of staff.

38. The Office shall have the right to withhold any reasonable sums from the amounts payable to the Contractor under this contract, if the Contractor commits breach of any of the terms and conditions with regard to payment of all statutory and other dues or compliance with statutory or other obligations.

39. After the award of contract, the contractor shall be initially on trial for two months, subject to fortnightly review of performance. The continuance of the contract for the remaining period shall be subject to the satisfactory performance during the trial period.

40. This agreement shall be in force only for a period of one year from the date of execution of the contract and may be extended for a further period of maximum twelve months at a time after a review of Contractor's performance at the sole discretion of the O/o the Joint Commissioner of Income Tax, Tirunelveli on the same terms and conditions.

41. In the event of instances of the gross misbehaviour, theft, burglary, moral turpitude, misuse of the occupied area, breach of contract, unsatisfactory services etc. by the Contractor or by any staff/agent of the Contractor, O/o the Joint Commissioner of Income Tax, Tirunelveli may forthwith terminate this contract summarily without previous notice to the contractor and shall have no claim whatsoever against the O/o the Joint Commissioner of Income Tax, Tirunelveli or any of its officers in consequence of such termination.

42. In case the Contractor assigns or sub-contracts this contract to some other person or attempts to do so, the Office shall have the right to terminate the agreement without giving any notice to the contractor.

43. The O/o the Joint Commissioner of Income Tax, Tirunelveli shall have the right to unilaterally terminate the contract without specifying or assigning any reasons for the same, by giving one

month's notice to the contractor. In such a case O/o the Joint Commissioner of Income Tax, Tirunelveli shall return the performance guarantee to the contractor within ten days after termination of the contract subject to the clearance of any damages due upon the contractor and vacation of the premises.

44. On termination of contract by this Office for any reason whatsoever, this Office shall be entitled to engage the services of any other person, agency or Contractor to meet the requirements without prejudice to its rights including claim for damages against the Contractor.

45. The Performance Bank Guarantee will be released by the O/o the Joint Commissioner of Income Tax, Tirunelveli on the expiry of the contract only if all the articles have been handed over to the O/o the Joint Commissioner of Income Tax, Tirunelveli the equipment and property under the security of the Contractor have not been damaged. In case of any damage to the articles, equipment or property attributable to contractor, an amount equivalent to the damages will be intimated to the contractor and will have to be paid by the contractor before the Performance Bank Guarantee is released. In case of delay of more than 15 days in payments, O/o the Joint Commissioner of Income Tax, Tirunelveli may, at its discretion, recover the same amount from the Performance Bank Guarantee.

46. The Contractor shall co-operate with the other Contractors/service providers and their workers working in the campus.

47. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Tirunelveli.

48. However, no dispute shall be taken by either of the parties to the contract, to any court of law without first referring it to an arbitrator, who will be appointed by the O/o the Joint Commissioner of Income Tax, Tirunelveli and any decision of the arbitrator will be final and binding on both parties, and shall not be appealable in any court of law, except on the grounds of malafide or perversity.

Sd/-
(M. EYAS AHAMED)
Joint Commissioner of Income Tax,
Tirunelveli.

QUALIFYING BID DOCUMENT (TECHNICAL)

Sl. No.	Description	
1.	Name of the organization	
2.	Address (at Tirunelveli) with email, phone, fax and mobile number	
3.	Details of registration with Labour Commissioner having jurisdiction over territory or exemption certificate if any	
4.	Years of establishment of the organization	
5.	Years of experience in execution of security contracts	
6.	PAN / TIN No. (Copies to be enclosed)	
7.	Service Tax No. (Copies to be enclosed)	
8.	Details of works executed in the last 2 years (documentary evidence to be provided) with satisfactory certificate from any two clients.	
9.	List of organizations where 50 or more security guards have been deployed in the last two years	

DECLARATION

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

(Signature of Authorized Signatory with date)

FINANCIAL BID DOCUMENT

1.	Name of the Party	
2.	Address (at Tirunelveli) with email, phone, fax and mobile numbers	
3.	Name & Address of the Proprietor/Partners/Directors (email, phone, fax and mobile number)	
4.	Qualifications and work experience of the personnel to be deployed (Security Guards)	
5.	Cost of each manpower per month Add: Any other charges, if required Add: Service Tax, if applicable Grand Total	

Note: All the charges statutory or otherwise borne should be given separately.

DECLARATION

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

(Signature of Authorized Signatory with date)

Technical Bid

The Technical Bid submitted by the bidder shall include the following and the financial bids will be opened only on submission of the following along with the tender document.

1. The Service provider shall have an office at Tirunelveli.
2. A detailed profile of the organization to be submitted as prescribed in the tender document.
3. Details of organization where more than 10-20 Security Guards were employed in the FY. 2012-13 and 2013-14.
4. Full particulars of Govt. or other organizations, where the agency has carried out security services contract for a period of more than two years (Self attested copies of the relevant work orders are to be enclosed).
5. Copy of Audited Balance Sheet, Profit and Loss Account and Income tax return particulars of the bidders for the Financial Years 2011-12 and 2012-13. (Assessment Years 2012-13 and 2013-14) are to be submitted.
6. Copy of the Private Securities Regulation Act License / Certificate.
7. A Copy of PAN Card.
8. Copy of Registration with the Labour 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, the agency is required to produce an affidavit signed by the authorized signatory of the agency that their agency is exempted and is not required to obtain any such registration or approval or order from the Labour Commissioner.
9. Information regarding any litigation, current or during the last three years in which the bidder was/is involved, the opposite parties (s) and the disputed amount.
10. Details regarding any work order that was abandoned at any stage prematurely terminated or resulted in inordinate delay along with the reasons for the same (copies of the relevant documents to be enclosed). An undertaking to the above to be submitted.
11. During the evaluation of the bids, the Income tax department may at its discretion ask the bidder for clarification of its bid.