



भारत सरकार

**GOVERNMENT OF INDIA**

मुख्य आयकर आयुक्त का कार्यालय

**OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX**

रेस कोर्स रोड-रकोयम्बतत्, 641018 ,

**63, RACE COURSE ROAD, COIMBATORE-641018**

Phone : 0422-2225002(Office) /2222363 (Pers) Fax : 0422-2220710

**NOTICE INVITING TENDER**

The Income tax Department, Coimbatore invites sealed quotations from reputed agencies/firms/individuals to provide **17 Security Guards (Unarmed)** to work in the Income tax Department, Coimbatore. Interested parties may send quotations in sealed envelope with separate Technical and Financial Bids to the Income Tax Officer (HQ) (PR & TPS-1), O/o the Chief Commissioner of Income tax, 4<sup>th</sup> Floor, Annexe Building (Room No.415) No.63, Race Course Road, Coimbatore. Tender forms along with terms and conditions can be obtained from Income Tax Officer (H.Qrs)(PR & TPS-1),O/o the Chief Commissioner of Income tax, 4<sup>th</sup> Floor, Annexe Building (Room No.415) No.63, Race Course Road, Coimbatore on all working days **till 22-02-2018**, also the tender forms can be downloaded from [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) and [www.tnincometax.gov.in](http://www.tnincometax.gov.in).

**Last date of receipt of tender: on or before 22.02.2018 upto 4.00 PM**

**Time of opening of qualifying bids: 26.02.2018 @ 11.30 AM**

Sd/-

[**M. Prabhakar**]

**Income Tax Officer (HQ) (PR & TPS-1)**

O/o the Chief Commissioner of Income Tax,  
Coimbatore.

FAX: 0422-2210710

Telephone: 2225003(Dir.)  
2225007(Off.)



GOVERNMENT OF INDIA  
OFFICE OF THE CHIEF COMMISSIONER OF INCOME-TAX  
63, RACE COURSE ROAD, COIMBATORE 641 018.

C.NO.65/Security/CCIT/CBE/2017-18

Dated: 01.02.2018

**NOTICE INVITING TENDER**  
**FOR PROVIDING SECURITY GUARDS (UNARMED)**

The Income tax Department, Coimbatore invites sealed offers from reputed PARTIES engaged in the business of providing manpower services, for **outsourcing the services of 17 Security Guards (Unarmed), approximately** which may be increased or decreased on need basis **for the period from 01.03.2018 to 28.02.2019**. The description of the responsibilities and the work carried out by the Security Guards is given under terms and conditions.

**I TENDER PROCESS**

1. Tender is invited in two parts i.e (i) **Qualifying bid and (ii) Financial bid**. The tender form for Qualifying bid in Proforma prescribed in ANNEXURE –I and the tender form for the Financial bid in proforma prescribed in ANNEXURE –II complete in all respects shall be **submitted in two separate sealed covers addressed to the Income Tax Officer (HQ)(PR & TPS-1), O/o the Chief Commissioner of Income tax, No.63, Race Course Road, Coimbatore, by 4.00 P.M on 22.02.2018**. Late submission of Tenders shall not be accepted. The sealed covers should be superscribed with “**Qualifying Bid-Contract for providing Security Guards (Unarmed)**” and “**Financial bid-Contract for providing Security Guards (Unarmed)**” respectively. **Qualifying bids will be opened on 26.02.2018 at 11.30 A.M** in the presence of bidders at **Income Tax Auditorium in the Second Floor Main Building at No.63, Race Course Road, Coimbatore**. If the date of opening is declared as holiday, the quotations will be opened on next working day.

Incomplete bid documents shall be rejected. The valid qualifying bids shall be scrutinized by the Committee to short list the eligible bidders. Thereafter, the financial bids of the short listed bidders will be opened immediately after bid. **In case it is not possible to open on stipulated date due to unavoidable circumstances, the next date of opening will be duly informed.**

2. If the tenders are sent by post / courier, it should be ensured that the cover is intact without any damage of loss at the time of reaching destination and it should reach before the stipulated time limit. Department is not responsible for the delay on account of Postal / Courier Services.

3. **Earnest Money Deposit**: Earnest Money Deposit of Rs.10,000/- (Rupees Ten thousand only) per application in the form of Demand Draft / Banker's cheque of scheduled Bank drawn in favour of **The Administrative Officer, O/o the Chief Commissioner of Income Tax, Coimbatore-18** shall accompany the qualifying bid. Qualifying bids without Earnest Money Deposit will be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished in Annexures-I & II are found to be incorrect or false during the tender selection process. **No interest shall be paid on the Earnest Money Deposit(EMD) of the successful bidder and same will be returned on furnishing a Performance Guarantee.**

4. **Performance Guarantee**: The successful bidder has to submit 10% of the monthly value of contract as performance guarantee deposit in the form of **Bank Guarantee/demand draft/banker's cheque of a scheduled bank drawn in favour of The Administrative Officer, O/o the Chief Commissioner of Income Tax, Coimbatore-18** before the contract is awarded to them. The Performance Guarantee shall be refunded to the selected bidder on successful completion of contract period. No interest shall be paid on the Performance Guarantee placed with the Department by the successful bidder. The performance Guarantee will be forfeited in the event of withdrawal of contract by the contractor before the expiry of the contract period or in the event of termination of the contract attributable to the unsatisfactory performance of the contract or for violation of any of the terms and conditions of the contract.

5. The tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it 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 the ANNEXURES-I & II enclosed at the end of this document in clear and legible terms. Wherever required the prices quoted shall be written in figures and words as well. ANNEXURES shall also have to be signed and stamped by the bidder or its authorized signatory.

6. The tender forms shall be rejected if it is not complete in any aspect.

7. The tender documents are not transferable.

Sd/-

**[M. Prabhakar]**

**Income Tax Officer (HQ) (PR & TPS-1)**  
O/o the Chief Commissioner of Income Tax,  
Coimbatore.

## II. TERMS AND CONDITIONS:

1. The Income Tax Department, Coimbatore intends to utilize services of “**Security Guards (Unarmed)**” through service providers, at its disposal for a period of 12 months as per the following terms and conditions.

2. The Service Provider and security personnel shall ensure the safety and security of the entire premises of Income Tax Office at Coimbatore as detailed below:

(a) Income Tax Office, Race Course Road, Coimbatore	-	7 Security Guards (2 per shift of 8 hours & 1 addition during day time)
(b) Income Tax Quarters	-	4 Security Guards (1 per shift of 8 hours & 1 addition for night)
(c) Thadagam Road	-	3 Security Guards (1 per shift of 8 hours)
(d) TDS Building, Mayflower Midcity, Trichy Road, Coimbatore	-	3 Security Guards (1 per shift of 8 hours)
<b>Total</b>	-	<b><u>17 Security Guards</u></b>

3. Security Personnel should have minimum **high school qualification, working knowledge of Tamil, English, 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. **Conditions to be satisfied in the qualifying bid:**

- a) Bidder should have a minimum of three years of experience in providing man power services, for outsourcing services of Security Guards to various organizations.
- b) The bidder must have ESI Registration, EPF Registration and GST Registration as on the date of submission of tender.
- c) The bidder must have obtained Permanent Account Number (PAN) under Income Tax Act, 1961.

- d) The evidence for filing of returns along with Income and Expenditure Account and Balance Sheet for past two Financial Years 2015-16 & 2016-17 (Assessment Years 2016-17 & 2017-18) should be enclosed along with the qualifying bid.
- e) The bidder must have gross contractual receipts of Rs.1 Crore and above during the Financial Year 2016-17 (Assessment Year 2017-18). A statement showing list of clients along with evidence for contractual receipts should be enclosed along with the qualifying bid.
- f) **In the event of the contract being awarded, the contractor should be prepared to deploy the persons w.e.f 01.03.2018.**

5. The Service Provider 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 accessories - cap, belt, badge, insignia, black shoes, socks warm clothing etc. they should also display their photo identity cards all the time while on duty.

7. The Service Provider will supply one good whistle, torch, strong bamboo stick (Lathi) as per requirement to each security personnel.

8. The Service Provider shall furnish a detailed list of his employees along with their names & residential address, age, photograph, Photo identity proof and proof of address to the O/o the Income Tax Officer (HQ)(PR), Room No-415, Race Course Road, Coimbatore. The service Provider shall get the police verification done on 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 O/o The Chief Commissioner of Income tax, Coimbatore.

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

10. The Service Provider is solely responsible for maintaining statutorily required registers for efficient performance of this contract. The same should be produced to the Officer-in-charge for inspection as and when required. 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 engaged in the above mentioned campuses and persons 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/Service Providers over intercom / phone. The Security personnel should ensure that no person enters into the premises unauthorized. They shall maintain records of visitors alongwith 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 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 shop/stall near the boundary walls.

17. The Service Provider 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. Such records should be produced for verification as and when required by the Office of the Chief Commissioner of Income tax, Coimbatore. Any absenteeism of Security Guards on a day is to be made good by providing a substitute standby without loss of time to ensure that the work is uninterrupted.

18. 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. The Service Provider shall comply with the provisions of all the applicable Labour Laws and any amendments/modifications thereto, or any other Law relating thereto and Rules made there under from time to time and comply with all provisions applicable therein and/or make all the payments specified therein.

19. The service provider shall be fully responsible for complying with the provisions (including documentation and submission of reports on the above to the statutory authorities) and shall indemnify the Chief Commissioner of Income Tax, Coimbatore from any such lapse for which the Government/Statutory authorities there under any take action against the service provider.

20. 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 Service Provider as per the minimum wages rate prescribed by the competent authority.

21. The service provider shall be liable to pay his contribution and his employees contribution to the State Insurance Scheme, Provident Fund Authorities, etc. in respect of all its employees for the performance of its obligations under this agreement in accordance with the provisions of Employees' State Insurance Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952 as amended from time to time.

22. The Service Provider shall abide by the Minimum Wages Act 1948 and other applicable enactment, rules and regulations. In case of variation in minimum wages as prescribed by the competent authority, the contract amount will be modified to the extent of setting off the increase in the wages payable by the Service Provider to its security personnel/other workers under this contract.

23. The Service Provider 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 Service Provider for the work/service as specified in this document shall be employees of the Service Provider/services provider for all intents and purposes and in no case shall have a relationship of employer and employee between the O/o The Chief commissioner of Income tax and said persons shall accrue implicitly or explicitly.



25. The Service Provider shall be duty bound to obtain and possess **all statutory registrations**, licences (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 Chief Commissioner of Income Tax, Coimbatore as and when required. In case of the Service Provider fails to do so, the contract shall be terminated.

26. The Service provider 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 Service Provider or its employees or workers. The Service Provider shall be liable to pay to the O/o the Chief Commissioner of Income Tax, Coimbatore such amount in respect of such damage as may be assessed by O/o the Chief Commissioner of Income Tax, Coimbatore.

27. Without prejudice to the preceding terms of contract, the Service Provider will be liable to reimburse the O/o the Chief Commissioner of Income Tax, Coimbatore any cost or legal liability/penalty/fine imposed on the O/o the Chief Commissioner of Income Tax, Coimbatore by any authority, because of any misconduct or any act of omission or commission of the Service Provider or any of the workers/any other persons deployed by the Service Provider.

28. The O/o the Chief Commissioner of Income Tax, Coimbatore shall make the contract payment as per the payment schedule mentioned below:

i) Monthly bills complete in all respects along with statement showing number of security personnel deployed for number of days, copy of attendance register and proof for payment of GST and Provident Fund contributions for individual personnel relating to previous months shall be enclosed and submitted by the Service Provider. Bills 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 the O/o the Chief Commissioner of Income Tax, Coimbatore which is attributable to the Service Provider, and any other charges (penalties and other deductions etc.)

29. The Service Provider 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. The security personnel/other workers of the Service provider shall have no right to stay in the campus beyond their duty hours.

30. In case, the person deployed by the contractor is absent/leave, suitable replacement should be given immediately with information to the O/o Chief Commissioner of Income tax, Coimbatore. If the Service Provider 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.

31. After the award of contract, the Service Provider 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.

32. In case the Service Provider 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 Service Provider.

33. The O/o the Chief Commissioner of Income Tax, Coimbatore 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 Service Provider. In such a case O/o the Chief Commissioner of Income Tax, Coimbatore shall return the performance guarantee to the Service Provider within ten days after termination of the contract subject to the clearance of any damages due upon the Service Provider and vacation of the premises.

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

35. The Service Provider shall co-operate with the other Service Providers and their workers working in the campus.

36. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Coimbatore.

37. However, no dispute shall be taken by either 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 Chief Commissioner of Income Tax, Coimbatore 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.

38. In the event of increase in GST by State / Central Government in future applicable under this contract, the Department shall bear the same.

39. The contractor shall arrange for the maintenance of all such registers and forms as are statutorily required and / or considered necessary for the efficient performance of this contract.

40. It is clearly agreed and understood that all the persons provided / engaged by the contractor shall be the employees of the contractor and all disputes between the contractor and its personnel shall have no bearing on O/o The Chief Commissioner of Income Tax, Coimbatore. O/o The Chief Commissioner of Income Tax, Coimbatore shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employee / ex-employee of the contractor. **The Contractor is fully responsible for disciplined behavior of its workmen.**

41. The Department reserves the rights to suspend this tendering process without assigning any reason, whatsoever. It also reserves the right to enter into or reject all applications depending on the availability of resources.

42. The service charges quoted shall be inclusive of cost of issue of identity cards, other expenses relating to maintenance of register, supervisory charges and other charges to be incurred by the contractor to satisfy the terms and conditions of tender.

43. The persons deployed by the contractor should maintain the confidentiality of the work carried out by them and it is also to be ensured that they should not remove or take any material that belongs to the department.

44. In case, complaints are received against the personnel deployed by the contractor and if the complaints are found to be true, the personnel should be replaced immediately.

45. If the service provided by the contractor is found to be satisfactory, the contract may be extended for a further period of one year at a time as agreed to by both the parties (contractor and the Department) under the same rates and same terms & conditions.

46. Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any persons deployed by him even for short duration. This office shall not entertain any claim arising out of mishap, if any that may take place. In the event of any liability/claim falling on this office, same shall be reimbursed/indemnified by the Contractor.

47. The contractor is responsible for payment of monthly salary including leave salary, bonus, gratuity etc. to the personnel as applicable to them under law. The Contractor should ensure that salaries are paid on time every month.

48. During the contract period, the agency shall make salary and other payments and provide other things in time without waiting for the bill payments passed and paid by the Income Tax department. **In case it is seen that the payments of salaries have been withheld for the reason that the same have not been paid by the department, the service provider shall be debarred from participating in the next tender to be floated by the department.**

49. The agency shall discontinue the contract at any point of time by giving notice at least 60 days before the intended date of discontinuance. But it will amount to forfeiture of its security deposit submitted by it in case of discontinuation without notice and notice less than 60 days prior to the intended date of discontinuation. Income Tax Department 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.

### **III. RATE AND PRICES:**

50. The bidders shall quote their rates per personnel deployed as "Rate per day per personnel" (in both words and figures) which shall not be less than the minimum wages stipulated by the Government. The payment of wages during the contract period shall not be less than the minimum wages fixed by the Central Government from time to time. In this regard the order of the Chief labour Commissioner(C) in No 1/13(6)/2017-LS-II dated 6/10/2017 has given the wages payable for different category of workers. The minimum wages prescribed in that order for **Watch & Ward (Without Arms)** should be adhered to.

51. The contractor/bidder shall have to specify the amount to be charged by it towards service charges for providing the Security Guards as per the wages as mentioned in above para. It may be noted that in order to eliminate frivolous bids and disguised charges / deduction form salary of personal, contractors bidding at 0% service charges shall be disqualified.

52. Proper salary slips indicating the deductions (PF & ESI etc.) shall be provided to the deployed persons by the contractor at the time of disbursal of the salary every month. The details with regard to payment of PF, ESI & Service Tax and other statutory payments should be submitted for verification as and when called for by the Department.

#### **IV. FINAL PAYMENT:**

53. The contractor shall submit the bill for every month by the 7th day of following month along with the statement showing number of persons deployed for number of days certified by the respective Officers. No interim bills will be entertained. Payment will be made through Cheque / ECS within a month from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective Officers. The payment shall be made either by O/o the Chief Commissioner of Income Tax, Coimbatore-18 or by the respective Drawing Disbursing Officers (DDOs). The payment is subject to TDS applicable under the Income Tax Act, 1961.

#### **The tenderer should ensure that the following documents are enclosed to:**

##### **a) The Qualifying bid:**

- (i) ANNEXURE-I (duly filled-in) along with necessary enclosures.
- (ii) Earnest Money Deposit (EMD) for Rs.10,000/- (Rupees Ten Thousand only) in the form of Demand Draft / Banker's Cheque drawn in favour of "The Administration Officer, O/o The Chief Commissioner of Income Tax, Coimbatore-18
- (iii) Tender Document (all pages signed)

##### **b) The Financial Bid:**

The service provider will be selected on the basis of the rate quoted.

Sd/-  
**(M.PRABHAKAR)**  
 Income tax Officer(HQ)(PR)&TPS-1  
 O/o the Chief Commissioner of Income tax  
 Coimbatore

Encl:

1. Qualifying Bid Document (ANNEXURE-I)
2. Financial Bid Document (ANNEXURE-II)

**QUALIFYING BID DOCUMENT****ANNEXURE - I**

1. Name of the party :
2. Address (with Tel No., Fax No.) :
3. Name & Address of the Proprietor /  
Partners / Directors  
(with Mobile No. & E-mail) :
4. Contact Person(s)  
(with Mobile No. & E-mail) :
5. No. of years of experience in providing  
Manpower for Security Services :
6. Details of ESI & EPF Registration along with  
evidence (Registered before 01-Apr-2011)  
provide copies of ESI & EPF return filed  
during the last year. :
7. Details of GST Registration along  
with evidence :
8. Permanent Account Number (PAN) :
9. The evidence for filing of IT returns along  
with Income and Expenditure Account and  
Balance Sheet for last three Asst. years to  
be enclosed. :
10. List of clients along with evidence for gross  
Contractual receipts in the Financial year  
2016-17 (AY 2017-18) :
11. Details of EMD :

**DECLARATION**

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

(Signature of Authorized Signatory with date)

**FINANCIAL BID DOCUMENT****ANNEXURE - II**

1. Name of the Party :
2. Address  
(with Tele No., Fax No.) :
3. Name & Address of the Proprietor/  
Partners/directors  
(with mobile No. & e-mail) :
4. Contact Person(s) :  
(with mobile No. & e-mail)
5. Rate per personnel per day :  
(both in words and figures)

No.	Description	Rate per day per person
A	Basic	
B	DA	
C	Other charges, if any	
D	(A+B+C)	
E	EPF	
F	ESI	
G	Bonus	
H	(D+E+F+G)	
I	Contractors service charge Rs.....	
J	(H+I)	
K	GST.....% on J	
L	Total cost per labour per day (J+K)	

**DECLARATION**

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

(Signature of authorized signatory with date)