



**GOVERNMENT OF INDIA
MINISTRY OF FINANCE
INCOME TAX DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF INCOME TAX, KUMBAKONAM RANGE
31, KRISHNASAMY ROAD, GANDHI NAGAR, KUMBAKONAM-612001
Email id: kumbakonam.addlcit@income-tax.gov.in Tele/ Fax No: 0435-2413088/2412549**

F.No.JCIT/KUM/OUTSOURCING/TENDER NOTICE/2018-19

Dated: 23.01.2019

NOTICE INVITING SEALED TENDER

Sealed tenders are invited from reputed agencies/firms/individuals to provide **3(Three) Security Guards and 1(One) Housekeeping staff** for the Income Tax Office, Nagapattinam in two separate sealed envelopes containing technical bid and financial bid. The contract shall be initially for a period of one year which may be extended further at the discretion of the Joint Commissioner of Income tax, Kumbakonam.

Tender forms along with terms and conditions can be obtained from the Income Tax Officer(Admn.), Income-tax Office, 81,Salt Road, Nagapattinam-611001 on payment of demand draft of Rs.250/- (Non-refundable) in favour of ZAO, Trichy payable at SBI, Main Branch, Trichy during the office hours on any of the working days. Also, the tender forms can be downloaded from www.tn incometax.gov.in/tender. The tender documents should be submitted to the Joint Commissioner of Income tax, NO.31, Krishnasamy Road, Gandhi Nagar, Kumbakonam-612001. The last date of receipt of tender form in sealed cover is **04/02/2019 by 5.00PM**. The bidders can inspect the sites during office hours on prior intimation to the Income Tax Officer (Admn.), Nagapattinam.

The bids shall be opened on **06/02/2019 at 3.00PM** in the presence of the undersigned at Income Tax Office, No.31, Krishnasamy Road, Gandhi Nagar, Kumbakonam. The Joint Commissioner of Income tax, Kumbakonam reserves the right to cancel or postpone the tender or reject any bid without assigning any reasons.

Sd/-
(B.NAVEEN KUMAR,I.R.S)
JOINT COMMISSIONER OF INCOME TAX
KUMBAKONAM RANGE, KUMBAKONAM

ELIGIBILITY CRITERIA:

The invitation for bids is open to agencies fulfilling the eligibility criteria as detailed below:-

1. The bidder shall have a valid license certificate as per Private Securities Regulations Act.
2. The bidder must in possession of valid license from Central or State Government or other competent authorities for running security agency.
3. Bidder should have a minimum of three years of experience in providing man power services, for outsourcing services of Security Guards to various Government Organizations.
4. The bidder must have obtained Permanent Account Number (PAN) under the Income-tax Act,1961.
5. The bidder must have valid ESI Registration, EPF Registration and GST Registration as on the date of submission of tender.
6. In the event of the contract being awarded, the contractor should be prepared to deploy the persons immediately.
7. The bidder should also be able to provide additional guards required by the Department during the currency of the contract.

TERMS AND CONDITIONS:

1. The Income Tax Department, Nagapattinam intends to utilize services of "Security Guards" through service providers, at its disposal for a period of 12 months as per the following terms and conditions.
2. The Service Provider shall provide security services to the following Offices of the Income Tax Department at Nagapattinam with requisite security personnel on all days including Saturdays, Sundays and National Holidays.
 - (a) Income Tax Office, Nagapattinam - 3 Security Guards (1 per shift of 8 hours)
3. Security Personnel should have minimum high school qualification, working knowledge of Tamil, English, good physique and 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. 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.
5. 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.
6. The Service Provider will supply one good whistle, torch, strong bamboo stick (Lathi) as per requirement to each security personnel.
7. 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 Income Tax Officer(Admn.), Nagapattinam. 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 Income Tax Office, Nagapattinam.
8. The Service Provider is solely responsible for maintaining statutorily required registers for efficient performance of the contract. The same should be produced to the Officer-in-charge for inspection as and when required. Security personnel shall also maintain 'in and out' duty register for themselves.
9. 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.
10. Security personnel shall be responsible for proper entry of the visitors and vehicles. The Security personnel should ensure that no person enters into the premises unauthorized. They shall maintain records of visitors along with vehicles which enter the premises. They shall also ensure that vehicles are parked only in the designated parking area.
11. 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 Income Tax Office, Nagapattinam. 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.

12. 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.
13. 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 Income Tax Office, Nagapattinam from any such lapse, for which the Government/Statutory authorities there under may take action against the service provider.
14. 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.
15. 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.
16. 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 the 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.
17. 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 Income Tax Office, Nagapattinam and said persons shall accrue implicitly or explicitly.
18. 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 Income Tax Office, Nagapattinam as and when required. In case, the Service Provider fails to do so, the contract shall be terminated.

19. 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 and 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, then the Service Provider shall be liable to pay to the Income Tax Office, Nagapattinam such amount in respect of such damage as may be assessed by Income Tax Office, Nagapattinam.
20. Without prejudice to the preceding terms of contract, the Service Provider will be liable to reimburse the Income Tax Office, Nagapattinam any cost or legal liability/penalty/fine imposed on the Income Tax Office, Nagapattinam 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.
21. The Income Tax Office, Nagapattinam 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 and GST TDS as per statutory provisions.
 - (b) The amount equivalent to any damages/loss etc. caused to the Income Tax Office, Nagapattinam which is attributable to the Service Provider, and any other charges (penalties and other deductions etc.)
22. In case, the person deployed by the contractor is absent/leave, suitable replacement should be given immediately with information to the Income Tax Office, Nagapattinam. 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.
23. 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.
24. In case, the Service Provider assigns or sub-contracts his 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.
25. The Income Tax Office, Nagapattinam 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, Income Tax Office, Nagapattinam 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.

26. 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.
27. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Nagapattinam.
28. 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 Income Tax Office, Nagapattinam, 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.
29. In the event of increase in GST by State / Central Government in future applicable under this contract, the Department shall bear the same.
30. 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.
31. 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 Income Tax Office, Nagapattinam. Income Tax Office, Nagapattinam 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.

38. 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.
39. 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.
40. 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.

RATE AND PRICES:

41. 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 03/04/2018 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.
42. The contractor/bidder shall have to specify the percentage and the amount to be charged by it towards EPF & ESI Contribution (per day) and Bonus (per day) in the financial bid and the tender will be rejected, if it is below the statutory minimum.
43. The contractor/bidder shall have to specify the amount of bonus to be paid to its workers (to be calculated per day) in the financial bid.
44. 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 from salary of personnel, contractors bidding at 0% service charges shall be disqualified.
45. 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.

PAYMENT TERMS:

- 46.** 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 Income Tax Office, Nagapattinam. The payment is subject to TDS applicable under the Income Tax Act,1961.

TECHNICAL BID:

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

1. A detailed profile of the organisation.
2. Details of clients where more than 5 security guards were employed in an organisation during the Financial Years 2016-17 and 2017-18.
3. Full particulars of the Government or other Organizations, where the bidder has carried out security services contract for a period of more than two years (self attested copies of the relevant work orders to be attached).
4. Copy of the License / Certificate issued by the competent authority as per the Private Securities Regulation Act.
5. Copies of PAN Card, EPF & ESI Registration Certificates, GST Registration Certificate.
6. During the evaluation of the bids, the Income-tax Department may at its discretion ask the bidder for any clarification of its bid.

The tenderer should ensure that the following documents are enclosed:

a) The Qualifying bid:

- (i) ANNEXURE-I (duly filled-in) along with necessary enclosures.

b) The Financial Bid:

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

QUALIFYING BID DOCUMENT

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
7. Details of GST Registration along:
with evidence
8. Permanent Account Number(PAN) :

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)

ANNEXURE – II

FINANCIAL BID DOCUMENT

1. Name of the Bidder :
2. Address of the Bidder : (with Tele No., FaxNo.)
3. Name & Address of the Proprietor/
Partners/directors :
(with mobile No. & e-mail)
4. Contact Person(s) : (with mobile No. & e-mail)
5. Minimum Wages per day per person : (both in words and figures)
(As per Minimum Wages Act)

No.	Description	Applicable % or Amount	Rate Per Day Per Person
A	Basic		
B	DA		
C	HRA		
D	Conveyance Allowance		
E	Washing Allowance		
F	Other Allowances, if any		
G	(A+B+C+D+E+F)		
H	EPF (Employers Contribution)		
I	ESI (Employers Contribution)		
J	Bonus		
K	(G+H+I+J)		
L	Contractor Service Charge		
M	(K+L)		
N	GST(on M)		
O	Total cost per Labour per day (M+N) (Billing Amount)		

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)