



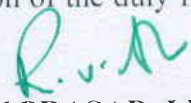
भारत सरकार GOVERNMENT OF INDIA  
आयकर विभाग INCOME TAX DEPARTMENT  
आयकर अपर / संयुक्त आयुक्त कार्यालय OFFICE OF THE ADDL. / JOINT COMMISSIONER OF INCOME TAX  
नेल्लै सिटी सेंटर, तिरुचेंदूर रोड, रहमत नगर, पालयकोट्टै, तिरुनेलवेली  
NELLAI CITY CENTRE, TIRUCHENDUR ROAD, RAHUMATH NAGAR, PALAYAMKOTTAI, TIRUNELVELI - 627 011

**SF 120/Sec/TNL/2022-23**

**Date: 20/12/2022**

**NOTICE INVITING TENDER**

1. The Addl. Commissioner of Income Tax, Tirunelveli Range, Tirunelveli intends to invite sealed tenders from firms/agencies, engaged in the business of providing manpower service, to provide 6 (Six) security personnel, on contract, along with carrying out security work at the office of the Addl.CIT, Tirunelveli Range, Tirunelveli. The contract is for a period of one year from 01-02-2023 to 31-01-2024 which is likely to be extended by one year at the administrative convenience of the Principal Commissioner of Income Tax, Madurai – 1, Madurai.
2. Sealed tenders, duly superscribed “**Tenders for providing security services at O/o the Addl. CIT, Tirunelveli Range, Tirunelveli**” and addressed to “**The Addl. Commissioner of Income Tax, Tirunelveli Range, Nellai City Centre, Rahmath Nagar, Tirunelveli – 627 011**” are invited so as to reach this office **not later than 16.00 hours on 10<sup>th</sup> January 2023**. Tenders received after stipulated date/time shall not be entertained. **The tenders will be opened on 11<sup>th</sup> January, 2023 at 11.00 hours** in the presence of the bidders or their representative who may like to be present.
3. Detailed information/terms and conditions along with bid prescribed form can be downloaded from either [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or [www.tnincometax.gov.in](http://www.tnincometax.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). It can also be obtained from the Administrative Officer & DDO Room, 1<sup>st</sup> Floor, Nellai City Centre, Rahmath Nagar, Tirunelveli – 627 011, during the regular office hours i.e. 09.15 A.M to 05.45 P.M. on payment of non refundable tender fee of Rs.1,000/- by **Demand Draft/Pay Order drawn in favour of ZAO, CBDT, Madurai** payable at Madurai.
4. In case the tender document is download from the Department’s website, a non-refundable tender fee of Rs.1,000/- has to be paid at the time of submission of the duly filled tender application.

  
(R.V. AROON PRASAD, I.R.S)  
Addl. Commissioner of Income Tax  
तिरुनेलवेली रेंज Tirunelveli Range,  
तिरुनेलवेली Tirunelveli.



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**SF 120/Sec/TNL/2022-23**

**Date: 19/12/2022**

## **TENDER DOCUMENT**

**For Providing Security Services at O/o The Addl.CIT,  
Tirunelveli Range,  
Tirunelveli.**



भारत सरकार GOVERNMENT OF INDIA  
आयकर विभाग INCOME TAX DEPARTMENT  
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NELLA CITY CENTRE, TIRUCHENDUR ROAD, RAHUMATH NAGAR, PALAYAMKOTTAI, TIRUNELVELI - 627 011

**TENDER DOCUMENT FOR HIRING OF SECURITY PERSONNEL FOR O/o  
ADDL.CIT, TIRUNELVELI RANGE, TIRUNELVELI**

**SF 120/Sec/TNL/2022-23**

**Date: 19/12/2019**

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**SECTION – I**

**DOMESTIC COMPETITIVE BIDDING**

(Through call of open Tenders)

Open Tender in Tender No. 001/Security/TNL/2022-23 dated 19.12.2023	
Period of Contract	01.02.2023 to 31.01.2024. For the period of one year with the provision of further extension.
Earnest Money Deposit	Rs. 15,000/-
Last Date & Time for receipt of Bid	Date: 10 <sup>th</sup> January 2023 Time : 16.00 Hrs
Time & Date of opening of Technical Bid	Date: 11 <sup>th</sup> January 2023 Time : 11.00 Hrs
Place of Opening of Technical Bid	O/o Assistant Commissioner of Income Tax, Circle-1, Nelloai City Centre, Rahmath Nagar, Tirunelveli – 627 011.
The Tender documents can be obtained from	Downloaded from <a href="http://www.incometaxindia.gov.in">www.incometaxindia.gov.in</a> or <a href="http://www.tnincometax.gov.in">www.tnincometax.gov.in</a> or <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> Tender documents can also be obtained from the Income Tax Office, Nelloai City Centre, Rahmath Nagar, Tirunelveli – 627 011.
Tender addressed to:	The Addl Commissioner of Income Tax, Tirunelveli Range, Nelloai City Centre, Rahmath Nagar, Tirunelveli – 627 011.

**SECTION-II**  
**INVITATION TO BID**

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SF 120/Sec/TNL/2022-23

Date: 19/12/2019

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1. The Addl. Commissioner of Income Tax, Tirunelveli invites sealed bids from the eligible agencies for providing 6 (Six) security personnel at the office of ADDL.CIT, Tirunelveli.
2. The detailed description of the scope of work of the contract are given in section V of this document.
3. The earnest money deposit/bid security (refundable, if the bid is not successful) of Rs.15,000/- (Rupees Fifteen Thousand only) in the form of Demand Draft/ Banker's cheque in favour of **Zonal Accounts Officer, CBDT, payable at Madurai**, has to be remitted along with bid forms.
4. The contract is for a period of one year which is likely to be extended further up to one year at the administrative convenience of Addl Commissioner of Income Tax, Tirunelveli.
5. The bid document can be downloaded from [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or [www.tnincometax.gov.in](http://www.tnincometax.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). It can also be obtained from the Income Tax Office, Administrative Officer & DDO room, 1<sup>st</sup> Floor, Nellai City Centre, Rahmath Nagar, Tirunelveli – 627 011.
6. The ADDL.CIT, Tirunelveli Range, Tirunelveli also reserves the right to accept or reject any bid and to annul the bidding process at any time, without thereby incurring any liability to the affected Bidder or Bidders.
7. The sealed tenders completed in all respect shall be submitted to O/o the Joint Commissioner of Income Tax, Tirunelveli Range, 1<sup>st</sup> Floor, Nellai City Centre, Rahmath Nagar, Tirunelveli – 627 011 not later than 16.00 hours on 11.01.2023 and the technical bids will be opened on 11.01.2023 at 11.00 hrs in the O/o ACIT, Tirunelveli Circle, 1<sup>st</sup> Floor, Nellai City Centre, Rahmath Nagar, Tirunelveli – 627 011.

## **SECTION-III**

### **INSTRCUTION TO BIDDERS**

1. This invitation for bids is open to the agencies fulfilling the eligibility criteria as per below:

#### **Eligibility Criteria:**

- a.** The applicant contractor (i.e The Agency) should have been in the business of providing manpower services for a minimum three years i.e. since A.Y.2020-21.
- b.** The annual turnover of the applicant contractor should not be less than Rs.10 lakhs during A.Y.2020-21, 2021-22 and 2022-23.
- c.** The applicant contractor should be in possession of requisite license from state government or other competent authorities for running an agency to provide manpower services for security.
- d.** The rates quoted by the bidder for the basic pay as well as benefits such as bonus, PF, ESIC etc should be as per the prevalent Minimum Wages Act, 1948.
- e.** The antecedents of the personnel should have been got verified from the local police station at the instance of the contractor and a copy of such verification reports should be submitted within 15 days from the date of contract.
- f.** The applicant contractor should have complied with all the legal provisions pertaining to his/its line of business.
- g.** The applicant contractor should have a reputed client list.
- h.** The applicant contractor should be in a position to supply the requisite number of security personnel from the date as specified in the work order.
- i.** The applicant contractor should be able to provide additional security personnel as required by the department during currency of the contract.

2. The bidder is expected to examine all instructions, forms, terms & conditions and specifications in the bidding document. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.

#### **2.1 Process**

Selection of successful vendor/ service provider will involve a five (5) stage approach before issuance of work order/ letter of appointment. The approach follows the Indian Government's Central Vigilance Commission (CVC) guidelines.

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
Issue Notification	Issue Bid Document	Receipt of Bids	Technical & Commercial	Awarding of contract

3. The bidder is required to fill up the profile of his organization and other details in the format given as per Annexure-A of the Bid document.

4. The bids are to be submitted in two parts in separate sealed envelopes, i.e., Technical Bid and Financial Bid.

**5. The Technical Bid (Section-VI) submitted by the bidder shall include the following:**

a. Full particulars of Govt. or other organizations, where the agency has carried out security personnel contract for a period of two years. (Self attested copies of the relevant work orders are to be enclosed).

b. Certified copy of the audited balance sheet, profit and loss account and income tax return particulars of the bidder for the previous 3 A.Y.s (2020-21, 2021-22 and 2022-23.) are to be submitted.

c. A copy of PAN card.

d. Certified 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 firm is exempted & is not required to obtain any such registration or approval or order from the labour commissioner.

e. Information regarding any litigation, current or during the last three years in which the bidder was/is involved, the opposite party(s) and the disputed amount.

f. Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).

**g. Earnest Money Deposit (EMD) of Rs.15,000/- (Rupees Fifteen Thousand only) by means of demand draft/ Banker's Cheque drawn in favour of Zonal Accounts Officer, CBDT, payable at Madurai.**

h. The Contractor should provide details of employees in his payroll and educational qualification.

**6. Sealing and Marking of Bids:**

a. The Technical Bid along with EMD instrument and requisite documents (listed in para 5 above) 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 the envelopes shall then be placed in one single, sealed envelope super-scribed '**Bid for providing security personnel at the O/o ADDL.CIT, Tirunelveli Range, Tirunelveli**' and shall be addressed to '**The Addl Commissioner of Income Tax, Tirunelveli Range, Nellai City Centre, Rahmath Nagar, Tirunelveli – 627 011**'. 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, the Income tax department shall assume no responsibility for the bids' 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 documents submitted shall be serially page numbered and contain the table of contents with page numbers.

f. The applicants should submit their bids in separate sealed envelopes which in turn should be placed into a sealed larger envelope (Maximum width of 10 inch), in the O/o. the Joint Commissioner of Income Tax, 1<sup>st</sup> Floor, Nellai City Centre, Rahmath Nagar, Tirunelveli – 627 011 by 16.00 hrs on 10.01.2023. No acknowledgement, in respect of receipt of any bid, shall be issued.

#### **7. Deadline for submission of bids:**

a. Bids must be received by the ADDL.CIT at the address specified not later than the time and date specified in the invitation for bids. In the event of the specified date for the submission of bids being declared a holiday for the Income tax department, the bids will be received up to the given time on the next working day.

b. The Income tax department may, at its discretion, extend the deadline for submission of bids which will be binding on all the bidders.

c. Any bid received by the ADDL.CIT, Tirunelveli Range, Tirunelveli after the deadline for submission for bids prescribed by the ADDL.CIT, Tirunelveli Range, Tirunelveli in the bid, document will be rejected and will not be opened.

#### **8.Modifications and Withdrawal of bids:**

a. No modification or substitution of the submitted application shall be allowed.

b. An applicant may withdraw its Tender after submission, provided that written notice of the withdrawal is received by the Income-tax department before the due date for submission



of applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions.

c. The withdrawal notice shall be prepared in original only and each page of the notice shall be signed and stamped by authorized signatories. The copy of the notice shall be duly marked "WITHDRAWAL".

### **9. Validity:**

Bids shall remain valid for 90 days after the date of bid opening prescribed by the Income tax department. A bid valid for a shorter period shall be rejected by the Income tax department as non-responsive.

### **10. Opening and Evaluation of Technical bids:**

a. The tender committee appointed by the Income tax department will open all technical bids in the first instance on the appointed date, time and venue.

b. During evaluation of the bids, the Income tax department may at its discretion ask the bidder for clarification of his bid. The request for clarification and response shall be in writing.

c. No bidder shall contact the Income tax department on any matter relating to his bid from the time of the bid opening to the time of the issue of work order. All bidders are strongly advised to furnish all material information in the bid itself.

d. Any effort by a bidder to influence the Income tax department in its decisions on bid evaluation, bid comparison or work order decision will result in rejection of the bid.

### **11. Opening and evaluation of Financial bids:**

a. The results of the bid will be communicated in writing to the qualifying bidder. The unsuccessful bidders will be notified separately.

b. The price bid shall comprise the price component for all the services indicated in the Section-VII of the financial bid document. The price quoted by the bidders shall include all applicable taxes, wherever applicable. The bidder shall include GST and surcharges etc. as 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.

c. Income tax department shall however, deduct such tax at source as per the rules and issue necessary certificated to the agency. The prices once accepted by the Income tax department shall remain valid till the contract remains in force.

d. Rates shall include statutory obligations as may be applicable.

e. The rates are inclusive of all charges/taxes i.e. Provident Fund, ESI, Bonus, Gratuity, Paid Leave, pay for National Holidays, Uniform Allowance, Operational Cost, GST and all other levies that are applicable from time to time shall be met within the total invoice value.

- f. Prices 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 higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, his bid will be rejected.

## 12. Payment terms

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

- a. Monthly bills submitted in duplicate by the agency for the services rendered in the preceding month, shall be paid after submission of bills in duplicate duly completed in all respects. The payment for the work will be released only after production of attendance records certified by the respective Controlling Authorities and production of copies of Acquaintance rolls/ pay sheets for proof of payment of wages to the personnel. The monthly bills should also be accompanied by the proof of payment of PF/ ESI & GST challans. **Inadequate supply of personnel will attract deduction at pro-rata basis from the work bill towards compensation.** The decision of the Addl Commissioner of Income-tax, Tirunelveli shall be final and binding in this regards.
- b. If the performance of the Security personnel provided by the agency is not found satisfactory the Addl Commissioner of Income-tax, Tirunelveli Range, Tirunelveli shall have power to terminate the contract with one month's notice, upon such termination, the security deposit of the Agency shall be liable to be forfeited and shall be absolutely at the disposal of the department.
- c. If at any time during the period of contract, the SCOPE OF WORK for which this job has been awarded is reduced/ abandoned, the payment value of this job order shall be reduced on pro-rata basis by the Income Tax Department and the decision of Addl Commissioner of Income Tax, Tirunelveli Range, Tirunelveli shall be binding on the Agency.
13. The Income Tax Department, without assigning any reasons, reserves the right to accept or reject any bid, and the annul to 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 of the Income Tax department.
14. The bidder shall sign his bid with the exact name of the concern to which the contract is to be awarded.
15. The bid document filed by the bidder shall be typed or written in indelible ink. No over writing or cuttings shall be permitted.

16. The Income Tax Department reserves the right to reject the bid having deviations from the prescribed terms and conditions.

17. The vendor shall not subcontract or permit anyone other than himself to perform any of the work, service or other performance required of the vendor under the contract.

18. Prior to the submission of bid, the bidder/authorized representative shall personally inspect the Income Tax Department offices and facilities specified in the bid at his own cost and under prior intimation to the Administrative Officer & DDO, O/o the Addl Commissioner of Income Tax, Tirunelveli. This is necessary to enable the bidder to gather all the information, so as to 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 document and the scope of work prescribed therein.

19. Making misleading or false representation in the bid document will lead to disqualification of the Bidder at any stage.

20. 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. (Income Tax Department may out rightly reject any bid, which was not supported by adequate proof of the signatory's authority).

21. Department reserves the right to negotiate the price with the finally shortlisted bidder before awarding the contract, it may be noted that I.T. Department will not entertain any price negotiation with any other bidder.

Read and accepted.

Signature and stamp of

Bidder or Authorized Signatory

## SECTION – IV

### TERMS & CONDITIONS OF 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 conditions listed in this section are liable to be ignored.
2. A sum of Rs 15,000 (Rupees Fifteen Thousand only) must be deposited as Earnest Money Deposit (EMD) by means of Bank Draft drawn in favour of **The Zonal Accounts Officer, CBDT, payable at Madurai** 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 the Income Tax Department to sign the contract on terms contained in the bid document.
3. No bid will be considered unless and until all the pages of document comprising the bid are properly signed and stamped by the authorized persons.
4. In the event of bid being accepted, the bid will be converted into a contract which will be governed by the terms and conditions given in the bid document. The instructions to bidders shall also form part of the contract.
5. Ex-servicemen with good conduct and character antecedents should be employed and they should be bound by the secrecy and should not disclose any details relating to IT office to any third person.
6. Security personnel should have minimum high school qualification, working knowledge of Tamil, English and Hindi languages, at least 2 years experience of rendering security services and knowledge of fire fighting. They should be below 60 years of age.
7. 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.
8. 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.
9. The service provider will supply one good whistle, torch, strong bamboo stick (Lathi) as per requirement to each security personnel.
10. The service provider shall provide to the O/o the Addl Commissioner of Income Tax, Tirunelveli Range, Tirunelveli, the names, parentage, residential addresses, age,

photograph, proof of identity and proof of address etc. of the Security personnel deployed.

- 11.** 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 Addl Commissioner of Income Tax, Tirunelveli.
- 12.** Security personnel should not smoke or consume liquor or indulge in any unhygienic activities at any public place which are prohibited under the law.
- 13.** 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.
- 14.** The Security guards should maintain the register of visitors and should note down the time of ingress and egress of the visitors and should not allow the visitors to the post office and canteen to loiter inside the premises.
- 15.** The security guards should maintain a gate pass register for materials egress and should not allow any materials to be taken away without a gate pass.
- 16.** Any liability arising out of ignorance, negligence, omission and inadvertent or deliberate acts resulting in damage, injury to Government properties has penal consequences as enshrined in the Indian Penal Code on the contractor who is solely responsible for civil and criminal liabilities and the department is not vicariously liable for such acts of the contractors.
- 17.** The payment of wages / bonus during the contract period shall not be less than the minimum wages fixed by the central government or the rate quoted by the service provider whichever is higher.
- 18.** In the event of increase in Dearness Allowance under Minimum Wages Act by the Central Government, the contractor shall accordingly pay the revised DA and the Department shall bear the increase.
- 19.** The contractor has to submit a bill, before the 3<sup>rd</sup> day of each following month till the tenure of the contract.
- 20.** The GST shall be reimbursable to the contractor at the prevailing rates and the contractor has to furnish the evidence for remitting the same, failing which, the above will be deducted from the contractor.
- 21.** The Security Guards should be in proper attire and should be trained in etiquette.

- 22.**The contractor should abide by the conditions of work in the present and to be implemented in the future like voice call every half an hour during night shift, enforce parking discipline regulate ingress and egress of assesses and representatives.
- 23.**The contractor must not poach the services of the old contractor and should bring his new team.
- 24.**The contractor should not sub contract in to old contractors or new contractors and if found sub contracting the contract is liable to be cancelled and cost of maintaining the office till such time a new contractor is fixed and cost of tendering process will be recovered from the contractor.
- 25.**The Addl Commissioner of Income Tax, Tirunelveli Range, Tirunelveli can terminate the contract with 60 days' notice without assigning any reasons whatsoever.
- 26.**The Income tax Department does not bind itself to accept the lowest bid.
- 27.**The agency may discontinue the contract at any point of time, by giving a notice at least 60 days before the intended date for discontinuation. But it will lead forfeiture of it's his 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 income tax department will have the right to claim damages, and recover them before payments due to the Agency or by any other means, in addition to forfeiting the Security deposit of the agency.
- 28.**The contractor should maintain and submit a list and IDs of all his employees and should check the antecedents and back ground of its employees and should not employ persons of known criminal antecedents or dubious records.
- 29.**The contractor should maintain attendance at the office at his cost.
- 30.**The contractor should provide proper safety equipments where required.
- 31.**The contractor should ensure that the employees are trained in etiquette and should employ males preferably, who at times of duty should observe strict sense of duty and should not indulge in smoking, pan chewing, drinking and chit chatting with anyone, gamble and play games of cards and should not hobnob with the visitors to the office and should not take any money or favours from the visitors and are barred from seeking and obtaining any donations even during festive occasions.
- 32.**The contractor should ensure that his employees do not overstay in the office beyond the stipulated working hours unless otherwise authorised in writing by the ADDL.CIT/AO (DDO) and they are barred from using any recreation facility or rooms.

- 33.**The employees of the contractor has no business whatsoever to form associations, unions and confederations and no such body shall be encouraged by the Contractor and they shall not be allowed to be raised in the IT office Premises.
- 34.**The employees should be in proper uniforms / protective, boots / protective foot wear etc.
- 35.**The employees should carry out the tasks given by the Administration including checking of shifting of unwanted materials and files from one office to other, ingress and egress of men and materials, maintain registers of entry and exit of men and material and regulate car parking and two wheeler parking and prevent private vehicles form parking inside the office premises.
- 36.**The Contractor should deposit the salary to their employees every month into their bank account and their claim bill should be accompanied by the bank statement evidencing payment of salaries into their bank accounts. ESI PF and other receipts should also be enclosed with the contract bill every month.
- 37.**The working time may be altered by the ADDL.CIT/AO (DDO) and if required, the contractor should send his personnel to work in shifts.
- 38.**The Contractor should give job rotation on weekly or fortnightly basis and there should not be any favouritism or nepotism.
- 39.**The contractor is jointly and severally liable for any damage to government properties and is vicariously liable for the omissions and commissions committed by its proprietor, employees and agents.
- 40.**The Contractor has to claim the charge on the following month of the actual duty performed and payment will be made within a reasonable time after receipt of bill and a stamped receipt for the bill amount.
- 41.**The Contractor shall send replacement in lieu of staff who absent themselves or take leave. If no replacement has been given, then the wages shall be reduced proportionately for each such instance of absence/leave and only such amount as is eligible will be claimed.
- 42.**The salary of the security personnel should be disbursed within 7 days of the next month without anticipating the amount from the department and to avoid any representation to the department for non-payment of the same in time.
- 43.**The Addl Commissioner of Income Tax and Drawing & Disbursing Officer are authorized to issue instructions to “the Contractor and their men/women posted for duty have to report to them and take orders for any matters including security drills and parades within the precincts of IT Office and quarters. “The Department” may

also issue any other instructions as may be required by the circumstances from time to time and they should also be strictly followed.

44. It shall be the responsibility of “The Contractor” to obtain necessary licenses, permits etc., and ensure compliance of statutory regulations of the State and Central Governments that are currently in force including clearance approval from the State Police establishment and Ministry of Home Affairs New Delhi for approval in tune with the latest circulars and instructions that may be applicable in future in all matters concerning these arrangements especially with regard to the service conditions linked EPF, ESI, death, gratuity, group insurance, etc., of the men provided by “the contractor” to the Department. The department is not vicariously liable for the absence of statutory compliances and any death, injury, deformity, incapacity arising out of employment.
45. The men provided by “the Contractor” for this work shall be the employees of “the contractor” and not “the Department”. Absolutely, there is no employer – employee relationship between “the Department” and the men / women engaged for this security duty. If at all any dispute arises between “the Contractor” and their men posted here, that shall have no bearing on “the Department” in whatsoever it may be.
46. The wages should conform to minimum wage Act. This should be ensured then and there by the Contractor and the Department is not responsible for any violations thereon and the contract is liable to be terminated.
47. If the Department desires additional personnel for Security, the contractor shall provide the same at the same rates and terms of the contract quoted and finalized.
48. If the Principal Commissioner of Income Tax, Madurai 1, Madurai desires the contract may be extended for a further period of One year at the same rate and on the same terms and conditions.
49. The EMD (i.e. Rs.15,000/-) submitted by the service provider by DD in favor of **Zonal Accounts Officer, CBDT, Madurai**, with the prequalification bid, would be held by the O/o the Addl Commissioner 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 Addl Commissioner of Income Tax on EMD.
50. The Agency shall be required to enter into an agreement on a non-judicial stamp paper of not less than Rs.500/- on receiving the intimation/letter of intent and to start the work as per the work order.

**51. Tenure of the contract:**

Initially, this agreement shall remain in force for the period of one year or as specified in the work order, with the provision of extending it for the further period



of one year at the administrative convenience of the Principal Commissioner of Income Tax, Madurai 2, Madurai.

**52. Arbitration:**

In case of any dispute arising out of or in relation to this agreement / contract [either during the period of its currency or thereafter], it shall be referred to a sole Arbitrator to be appointed by the Addl Commissioner of Income Tax, Tirunelveli Range, Tirunelveli and the decision of that Arbitrator shall be final and binding on both sides and there shall not be any appeal to any forum. The seat of the arbitration shall be at Tirunelveli and the proceedings shall be governed by the Indian Arbitration & Conciliation Act, 1996.

## SECTION V

### SCOPE OF WORK AND OTHER CONDITIONS

1. The amount quoted should be applicable for entire year; no request for enhancement will be entertained.
2. The contractor will provide manpower on daily wages.
3. The Income Tax Department will provide proper space to the staff deployed by contractor but no damage should be caused to the building and property by the staff.

### **REQUIREMENT OF PERSONNEL**

I. The Contractor has to provide the security and watch & ward services of 6 (Six) of its security personnel on all days of a week including Sundays and to work round the clock (24 hrs x 7 x 365 days).

II. The period of contract from 01.02.2023 to 31.01.2023.

The shifts and security requirements are:-

1.	Forenoon shift 06.00 am to 02.00 pm	1 guard at Main Buildings, Tirunelveli.	1 guard at IT Staff quarters, Tirunelveli.
2.	Afternoon shift 02.00 pm to 10.00 pm	1 guard at Main Buildings, Tirunelveli.	1 guard at IT Staff quarters, Tirunelveli.
3.	Night shift 10.00 pm to 06.00 am	1 guard at Main Buildings, Tirunelveli.	1 guard at IT Staff quarters, Tirunelveli.

### **Properties under security cordon and watch**

1. All three floors of Main building of Income Tax Office.
2. Open area of Income Tax building including Car Garages, cycle and scooter stands and open area within the campus of quarters and office.
3. The security Post will be manned round the clock at IT office Main gate and quarters.
4. The security guards should lock the gates beyond office and should be alert not to allow persons from entering the office during the closed time i.e. between 05.45 pm to 9.15 am.
5. The security guards should not allow access any persons on holidays unless authorized by the administration.
6. The security guards should switch off unwanted lights and fans in the corridors after office hours and not handle any files of the department and if found handling will be summarily sent out and all attendant actions under IPC will be initiated.

**SECTION – VI**  
**TECHNICAL BID**

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

To

The Addl Commissioner of Income-tax

Tirunelveli Range

Nellai City Centre, Rahmath Nagar

Tirunelveli – 627 011.

Ref: Tender No. \_\_\_\_\_ Dated \_\_\_\_\_

Sir,

I/We hereby undertake to provide the security personnel at various premises of the Income Tax Department, Tirunelveli, as specified in the Bid/ tender document and agree to hold this offer for a period of 90 days from the date of opening of the tender. I/ we shall be bound by a communication of acceptance issued by you.

I/We have understood the Instructions of Bidder and Terms and Conditions of Contract as enclosed with the invitation to the tender 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 three years in providing manpower services and related works. Certified copied of at least one work-order pertaining to each of the last two years are enclosed with this bid.

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

- a. Copy of valid Empanelment Certificate/ Valid License from appropriate authority for undertaking manpower 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 the balance sheet, profit and Loss Account of the bidder for the A.Y.2020-21, 2021-22 and 2022-23.
- d. A copy of PAN card

- e. 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 or 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 & is not required to obtain any such Registration or approval or order from the Labour Commissioner.
- f. Note on compliances of liabilities & obligations of State and Central Government.
- g. Information regarding any litigation, current or during the last three years in which the bidder was/is involved, the opposite party(s) and the disputed amount.
- h. Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
- i. Earnest Money Deposit (EMD) of Rs.15,000/- by means of demand draft Pay drawn in favour of Zonal Accounts Officer, CBDT, Tirunelveli, payable at Tirunelveli.

I/We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully

Signature and Stamp of the Bidder

Or Authorized signatory

Dated this \_\_\_\_\_ day of \_\_\_\_\_ of 202

Telephone: \_\_\_\_\_ -

FAX \_\_\_\_\_

Address \_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_

Company Seal

Signature of the bidder

**SECTION –VII**

**FINANCIAL BID**

Having examined the bidding documents and having submitted the technical bid for the same, I/we, the undersigned, hereby submit the Financial Bid for providing 6(Six) security personnel at Various premises of the Income Tax department, Tirunelveli in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

The Price quoted by us for the scope of work detailed in Section V of the bid document is as below:

Name, address and telephone No.

Of the Bidder/ Applicant Contractor

**PROFORMA FOR QUOTING RATES**

<b>S.NO</b>	<b>Description of payment</b>	<b>Rate per Month per person</b>	<b>Total Rate for Six persons</b>
1	Wages per person as per the Notification issued by Central Government under the Minimum Wages Act		
2	Bonus as per the rules@		
3	ESIC as per the rules@		
4	EPF as per the rules@		
5	Tax as applicable		
6	<b>Total</b>		
7	Administrative/ Service Charges		
8	Any other charges (please specify their nature)		
9	<b>Grand total (per month)</b>		
10	Grand total (per year)		

Signature with Date: \_\_\_\_\_

Name of the Firm : \_\_\_\_\_

Seal: \_\_\_\_\_

**Name and Signature of the**

**Authorised Signatory**

Note:

1. The rates should be quoted as per the prevalent rates of Minimum Wages ACT, 1948. The benefits such as PF, ESIC etc. should be quoted as applicable under the respective Act.
2. In case of revision of variable dearness allowance or increase in minimum rates of wages by the Regional Labour Commissioner [c], same will be reimbursed to the contractor on production of payment of the same to the workers. Consequent to increase in VDA or minimum wages, the increase in other benefits like PF, ESIC, etc., will be reimbursed to the contractor on production of proof of payment of such other benefits.
3. Tender will be opened on 11.01.2023 at 11.00 hrs in the O/o ACIT, Circle-1, 1<sup>st</sup> Floor, Nellai City Centre, Rahmath Nagar, Tirunelveli – 627 011 in front of bidders or their representative who may like to be present.

## SECTION – VIII

### EVALUATION METHOD

#### **The criteria of selection as well as rejection.**

1. The bidder should fulfill eligibly criteria mentioned in Section-III of this document to be able to qualify for consideration at the stage of technical evaluation: i.e. Only those Bid(s) shall be treated as responsive bid(s) which fulfils all the criteria/ parameters.
2. Incomplete tenders would be rejected.
3. Tendering process shall be finalized only when there are at least three responsive bids.
4. In a normal situation, the contract shall be awarded to the lowest responsive bidder. However, mere lowest rate is not the sole criteria of selection. Income-tax department, Tirunelveli is not bound to accept the lowest rates.
5. Without affecting the sanctity of the above criteria, Income-tax department, Tirunelveli reserves right to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and if the situation so warrants in the interest of the department.
6. Income-tax department, Tirunelveli also reserves the right to accept or reject any or all bids without assigning any reasons.
7. Income-tax department, Tirunelveli also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the condition. Specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.

#### **The parameters and process for Evaluation.**

1. The technical bids will be evaluated by the screening committee on the basis of following parameters.
  - i) Past performance
  - ii) Credentials
  - iii) Financial capacity with respect to gross receipt
  - iv) Evaluation of competency done by Tender Committee
  - v) Fulfillment of provisions of legal obligations
2. Evaluation of these parameters shall be based on documents and information submitted by the bidders without recourse to extrinsic evidence.
3. Financial bids of those who qualify after the evaluation of technical bids by screening committee would be opened later, the date of which will intimated to the qualified bidders separately.

**Annexure 'A'**

**PROFILE OF ORGANIZATION**

<b>S.No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Firm	
2	Address with email, Phone, Fax, Mobile Nos :	
3	Details of Registration Labour Commissioner having jurisdiction over the territory or exemption certificate, if any	
4	Year of Establishment of the firm experience in the execution of security services contracts:	
5	PAN/TIN No: (enclose copies)	
6	GST No: (if any)	
7	Details of works executed during the last 2 years (add documentary proof of the same) with satisfactory completion certificate of the concerned organizations	
8	List of similar work undertaken /in hand at present (proof documents)	
9	Whether sufficient number of unskilled personnel in each category is available with the Applicant Contractor (Furnish documentary evidence)	
10	Details of Demand Draft/Bankers cheque in respect of Earnest Money	
11	Any other information in support of their 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 insufficient. It is requested to visit the site and as ascertain the quantum of work before submitting the tender.

Signature & Seal of bidder