

## TERMS AND CONDITIONS OF THE CONTRACT

The Income Tax Department, Coimbatore 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.

1. The contractor 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 & Central Excise Quarters, Cbe-44	- 04 Guards
B) Appropriate Authority land at Thadagam Road, Cbe	- 03 Guards
C) Income tax Office Premises, Race Course Road, Cbe	- 08 Guards
	& 01 Supervisor
D) Income Tax Office at Trichy Road, Cbe-18	- 03 Guard
2. This office requires 1 Supervisor and 18 nos of Security Guards for the above said Period, to man the above premises round the clock on shift basis ( 8 hour duty) 24 X 7 ( 365 days)
3. Security personnel should have minimum high school qualification, working knowledge of English and Hindi languages, good physique, at least 2 years experience of rendering security services and knowledge of fire fighting. They should be in between 25 to 55 years of age and bear good moral character.
4. Security materials like bamboo stick, torch, umberalla, stationery etc. will be provided by the contractor.
5. The contractor shall provide suitable and clean uniforms to the Security personnel engaged by him. It should also be ensured that the uniforms are in good condition and should be washed and ironed daily.
6. Security personnel should wear complete uniform with all the accessories- Cap, Belt, Badge, Insignia, black shoes, socks, warm clothing, coat etc. They should also display their photo identity cards all the time while on duty.
7. The contractor should supply one good quality whistle, torch, strong Bamboo Stick (Lathi) to Security guard.
8. The contractor shall communicate to the O/o the Chief Commissioner of Income Tax, Coimbatore, the names, residential addresses, age, photograph, proof of the identity and proof of address etc. of the Security personnel deployed.

9. The Contractor shall get the police verification done of the credentials of the workforce to be employed by him in the premises and keep the original thereof with him /them for production to the Income Tax Office as and when desired. However a certified copy of police verification shall be submitted to the Income Tax office.
10. Security personnel should not smoke or consume liquor or indulge in any unhygienic activities at any public place which is prohibited under the law.
11. Security personnel shall maintain 'in and out' duty register for themselves.
12. Security personnel shall be responsible for physical verification of the persons of other service providers/contractor engaged in the entire above mentioned campus going in and outside the premises and maintain their 'in and out' record.
13. Security personnel shall be responsible for proper entry of the visitors and vehicles after receiving due permission from concerned officials over intercom / phone. The Security personnel should ensure that no person enters into the premises unauthorized. They shall maintain records of visitors along with the vehicles which enter the premises. They shall also ensure that vehicles are parked only in the designated parking area.
14. 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.
15. Security personnel shall lend support to the premises in periodical checking of all fire extinguishers and fire hydrants installed in the premises.
16. Security personnel shall be responsible for maintenance of key register and maintenance of key records.
17. Security personnel shall ensure that no beggar, salesman, or animal enters in the premises or hawkers put their shops/stall near the boundary walls.
18. It is explicitly made clear and understood by the contractor that the persons employed by the contractor for the above work shall be the employees of the contractor for all intents and purposes and in no case shall a relationship of

employer-employee between the said persons and the O/o the Chief Commissioner of Income Tax, Coimbatore shall accrue implicitly and explicitly.

19. The contractor shall keep O/o the Chief Commissioner of Income Tax, Coimbatore indemnified against all the claims whatsoever in respect of the employees deployed by the contractor at various points.
20. The contractor shall maintain proper records of the attendance of the security personnel engaged by it for rendering security services and ensure that gates will never remain unattended by security guard/guards.
21. 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 labor laws & rules must be adhered to in this regard.
22. The contractor will be paid the contractual amount per month for the above services and except the above amount this office will not pay anything either to the contractor or its security personnel. If additional security personnel in excess of the number specified in the contract are specifically required by the office on any occasion, the payment for such additional personnel shall be made to the contractor as per the minimum wages rate prescribed by the competent authority.
23. The contractor shall abide by the Minimum Wages Act 1948 (Govt. of India, Act No.11 of 1948 dated 15.03.1948) and other applicable enactments, rules and regulations. In case of variation in minimum wages, the contract amount will be modified to the extent of setting off the increase in the wages payable by the contractor to its security personnel/other workers under this contract.
24. The Contractor shall be solely and exclusively liable and responsible to its security personnel or other workers for the following:
  - a. The payment of wages, allowances and other benefits as per provisions of Minimum Wages Act or any other applicable act or enactments in force from time to time.
  - b. The payment of compensation under the Workman's Compensation Act or any other applicable acts or enactments in case of injury or death of any of its security personnel/other worker.
  - c. Any other allowances or benefits as admissible under different laws, rules and enactments to security personnel/ other employees, including weekly rest / off day's leave, national holidays etc.

25. The security personnel /other workers deployed by the contractor for the work / service as specified in this document shall be the employees of the contractor / services provider for all intents and purposes and in no case shall a relationship of employer and employee between the Office and said persons shall accrue implicitly or explicitly.
26. The Contractor shall be duty bound to obtain and possess all the statutory registrations, licenses (including PSARA), permissions, approvals etc. from the Competent Authorities for providing required services as per the terms and conditions of the contract and furnish the copies thereof to the O/o the Chief Commissioner of Income Tax, Coimbatore as and when required. In case the contractor fails to do so, the contract shall be terminated.
27. The Contractor agrees and undertakes to bear all taxes, rates, charges, levies or claims ( ESI, PF, Bonus etc ) whatsoever as may be imposed by the State/Central Govt. or any local body or any other authority.
28. The Contractor shall be responsible for any damage to the land & buildings, equipments, furniture & fixtures, vehicles, other items and articles within the said premises, if such damage in the opinion of the Office is due to negligence or carelessness or any fault on part of the contractor or its employees or workers or agents and the Contractor shall be liable to pay to the O/o the 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.
29. Without prejudice to the preceding terms of contract, the contractor 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 contractor or any of the workers / subcontractors / agents / any other persons deployed by the contractor.
30. 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 submitted by the contractor, will normally be paid as early as possible. No advance payments shall be made.
  - ii. Following deductions/adjustments shall be made from the bills before making

the payment:

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

31. The contractor shall be provided space to store the materials and other equipments required to be used for rendering Security services during the continuance of contract.
32. The contractor shall be permitted to consume water and electricity for rendering the service contract and the cost of these items shall be borne by the Office. They shall be allowed to use the toilet facilities also.
33. Annual maintenance of the equipments provided by the Income Tax Office to the Contractor will be the Office's responsibility.
34. Any change in the constitution or ownership of the concern of the contractor shall be notified forthwith by the contractor in writing to the O/o the Chief Commissioner of Income Tax, Coimbatore and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the contractor in respect of this contract unless he/they agree to abide by all the instructions and terms & conditions of the contract.
35. Any change in staff/guard/supervisor of the contractor must be informed to the campus supervisor and "O/o The Income Tax Officer, (HQ)(PR), Room No.415, Race Course Road, Coimbatore immediately.
36. The O/o the Chief Commissioner of Income Tax, Coimbatore reserves the right to reject any particular guard/staff /supervisor employed by the Contractor without assigning any reason thereof. Such staff will have to leave the campus at short notice and will be replaced by the suitable substitute. The Contractor shall furnish a detailed list of his employees along with their addresses, photo identity proof to the Campus Supervisor "O/o The Income Tax Officer (HQ)(PR), Room No-415, Race Course Road, Coimbatore. The security personnel /other workers of the contractor shall have no right to stay in the campus beyond their duty hours.
37. The EMD (i.e. Rs. 50,000/-) submitted by the successful bidder with the prequalification bid, would be held by the Office of Income Tax as Security Deposit and shall be refunded upon furnishing the performance bank guarantee and

signing the contract. No interest shall be payable by the Office of Income Tax on EMD.

38. If the contractor fails to deploy requisite number of security personnel as per the terms of the contract or their staff is found missing, the Office shall impose a penalty of Rs. 500/- per person per day for short deployment of staff.
39. The Office shall have the right to withhold any reasonable sums from the amounts payable to the Contractor under this contract, if the Contractor commits breach of any of the terms and conditions with regard to payment of all statutory and other dues or compliance with statutory or other obligations.
40. After the award of contract, the contractor shall be initially on trial for two months, subject to fortnightly review of performance. The continuance of the contract for the remaining period shall be subject to the satisfactory performance during the trial period.
41. This agreement shall be in force only for a period of one year from the date of execution of the contract and may be extended for a further period of maximum twelve months at a time after a review of Contractor's performance at the sole discretion of the O/o the Chief Commissioner of Income Tax, Coimbatore on the same terms and conditions.
42. In the event of instances of the gross misbehavior, theft, burglary, moral turpitude, misuse of the occupied area, breach of contract, unsatisfactory services etc. by the Contractor or by any staff/agent of the Contractor, O/o the Chief Commissioner of Income Tax, Coimbatore may forthwith terminate this Contract summarily without previous notice to the contractor and Contractor shall have no claim whatsoever against The O/o the Chief Commissioner of Income Tax, Coimbatore or any of its officers in consequence of such termination.
43. In case the Contractor assigns or sub-contracts this contract to some other person or attempts to do so, the Office shall have the right to terminate the agreement without giving any notice to the contractor.
44. 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 contractor. In such a case O/o the Chief Commissioner of Income Tax, Coimbatore shall return the performance guarantee to the contractor within ten days after termination of the contract

subject to the clearance of any damages due upon the contractor and vacation of the premises.

45. 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 Contractor to meet the requirements without prejudice to its rights including claim for damages against the Contractor.
46. The Performance Bank Guarantee will be released by the O/o the Chief Commissioner of Income Tax, Coimbatore on the expiry of the contract only if all the articles have been handed over to the O/o the Chief Commissioner of Income Tax, Coimbatore the equipment and property under the security of the Contractor have not been damaged. In case of any damage to the articles, equipment or property attributable to contractor, an amount equivalent to the damages will be intimated to the contractor and will have to be paid by the contractor before the Performance Bank Guarantee is released. In case of delay of more than 15 days in payments, O/o the Chief Commissioner of Income Tax, Coimbatore may, at its discretion, recover the same amount from the Performance Bank Guarantee.
47. The Contractor shall co-operate with the other Contractors/service providers and their workers working in the campus.
48. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Coimbatore.
49. However, no dispute shall be taken by either of the parties to the contract, to any court of law without first referring it to an arbitrator, who will be appointed by the O/o the 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.

Sd/-  
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