

भारत सरकार
वित्त मंत्रालय

क्षेत्रीय प्रत्यक्ष कर
प्रशिक्षण संस्थान



GOVERNMENT OF INDIA
MINISTRY OF FINANCE

**DIRECT TAXES
REGIONAL TRAINING
INSTITUTE**

No.17, Near HMT Watch Factory, Jalahalli, Bangalore-560013
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F.No.118/Networking/2018-19/DTRTI

Dated: 20.09.2018

**NOTICE INVITING TENDER (LIMITED TENDER) FOR AMC OF NETWORKING WITH ONE
RESIDENT ENGINEER FOR DIRECT TAXES REGIONAL TRAINING
INSTITUTE [DTRTI], BENGALURU**

1. Sealed Tenders for AMC of Networking along with One Resident Engineer for Direct Taxes Regional Training Institute (DTRTI), Bengaluru, are invited under Limited Tender Enquiry by Addl. Director General (Trg.), DTRTI, Bengaluru from the bidders with adequate experience and with financial and infrastructural capabilities, as specified in the relevant clauses in the tender document.

1.1. The tender document along with terms and conditions can be obtained from the Administrative Officer, Gr.II (DDO), DTRTI, Bengaluru on a written request and payment of Rs.200/- by crossed demand draft drawn in favour of ZAO, CBDT, Bengaluru on all working days between 10:00 AM to 05.00 PM till 10.10.2018. The tender document can also be downloaded without cost from the website www.incometaxindia.gov.in, www.dtrtibangalore.com, www.eprocure.gov.in and www.incometaxbangaluru.in. The sealed tender should be addressed to Addl. Director General (Trg.), DTRTI, Bengaluru.

1.2 The details of the Tender are given below:-

1.2.1	Type of Tender	Limited Tender Enquiry
1.2.2	Contract Period	Two years from the date of award of the contract. The contract may be extended for a further period of one year on same terms and conditions, subject to mutual agreement by both the parties.
1.2.3	Earnest Money Deposit	Rs. 20,000/-
1.2.4	Mode and Validity of E.M.D.	Crossed Demand Draft /Pay Order/ Bankers Cheque issued by Scheduled Banks drawn in favour of 'ZAO, CBDT, Bengaluru' valid for 65 days from the date of Technical /Commercial Bid Opening.
1.2.5	Performance Bank Guarantee	8 % of the Annual value of the Contract
1.2.6	Validity of performance Bank Guarantee	180 days from the date of expiry of Contract.

1.2.7	Cost of Tender Document (Non-Refundable)	Rs.200/- only by crossed Demand Draft drawn in favour of 'ZAO, CBDT, BENGALURU' (Free of cost if downloaded from website as mentioned in 1.1)
1.2.8	Period /Dates & Time of issue of Tender Document	20.09.2018 to 10.10.2018 between 10.00 AM to 05.00 PM on all Working Days
1.2.9	Last Date & Time for submission of Tender	11.10.2018 up to 03.00 PM
1.2.10	Date & Time of Opening of bid	12.10.2018 at 11.00 AM at Discussion Room, 1st floor, Admin Block, DTRTI, Bengaluru-560013
1.2.11	Bid Validity	180 days from the final date of submission of bids
1.2.12	Period of commencement of work	Within 15 days of issue of work order, failing which penalty per day @ 0.05% of the annualized contract value shall be levied
1.2.13	Estimated Cost of annual Contract Value	Rs. 3,50,000/-

1.3 The bidders are requested to study the full document before participating in the tender process and give compliance report in ANNEXURE-IV. All pages of the Tender document should be signed and stamped by the authorized signatory of the bidder. Failure to do so will be treated as non-fulfillment of the tender conditions and the bid shall be summarily rejected.

1.4 The hardware/equipments will be available for inspection on any working day from 20.09.2018 to 09.10.2018, between 11.00 am and 04.30 pm.

1.5 Adopting unethical means will debar an applicant from the tendering process besides inviting other action as per rule.

Sd/-
Addl. Director General (Trg.)
DTRTI, Bengaluru

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1. INSTRUCTIONS TO BIDDERS

1.1 SUBMISSION OF BID DOCUMENTS:

- a) Bids should be complete, covering entire scope of work and should conform to all the conditions laid down in the tender documents, failing which the bids shall be summarily rejected without assigning any reason for the same.
 - b) Each bidder shall submit only one bid. In case of submission of two bids by the same bidder within the last date, the tender submitted later shall only be considered for evaluation purpose. However, any tender submitted after the last date shall not be considered at all.
 - c) The Technical cum Financial Bid shall be furnished in the format prescribed in Annexure-I.
 - d) The bidders are advised to read all the pages of the tender document carefully before filling it.
 - e) No correction of any type in the tender document shall be allowed after submission of the tender document.
 - f) The Technical cum Financial Bid should be furnished in one envelope superscribed as "Technical cum Financial Bid in response to the Tender Notice in F.No.118/Networking/2018-19/DTRTI dated 20-09-2018". The same should be addressed to the Addl. Director General (Trg.), Direct Taxes Regional Training Institute, No 17, Peenya Plantation, Near HMT Factory, Jalahalli, Bengaluru-560 013.
 - g) Enough space should be given in the cover to open/cut it without damaging the bid.
- 1.2 Financial Quote of only those bidders shall be considered, who are found to qualify based on their Technical qualification, by the Tender Committee.
- 1.3 The Department reserves the right to reject any bid without assigning any reasons thereof, in the interest of the work.
- 1.4 Any deviation from the clauses hidden /intentional/unintentional shall be considered as contravention of the clauses of the tender document and same shall also be the grounds of rejection.
- 1.5 The tender form should be legibly written or typed quoting all amounts in words as well as figures, duly signed by bidder with Seal of the Agency / Firm.
- 1.6 The tender document is non-transferable.

- 1.7 Conditional Tenders/ Non-compliance of any of the conditions set in tender document shall render the bid to be summarily rejected.
- 1.8 No bidders shall have any cause of action or claim against DTRTI, Bengaluru for rejection of his bid.
- 1.9 The tender submitted by the bidder should contain all the essential documents mentioned below, without which the tender shall be treated as incomplete and shall be summarily rejected :
 - a. All pages of the tender documents and enclosures should be signed and stamped by the Authorised Signatory of the bidder. The compliance certificate specified in Annexure IV should also be furnished.
 - b. Overwriting/correction, if any, should be duly attested by the bidder.
 - c. Rates in the Technical cum Financial bid must be quoted in words and figures and in case of any discrepancy, rates quoted in words will prevail.
- 1.10 Any attempt to influence the evaluation of the tenders by any bidder, will disqualify him from participation in the tender process.
- 1.11 The bidder signing the tender should clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as director/Manager/Secretary etc. as the case may be. Documents authorizing the person to sign the tender on behalf of such company / firm / persons, must be attached with the tender.
- 1.12 All communications with regard to the Contract shall be made with the Authorised Signatory including communication by e-mail.
- 1.13 Any clarifications regarding the tender document may be obtained from the Administrative Officer Gr.II, O/o Addl. Director General, DTRTI, Bengaluru.
- 1.14 Any bribe, commission advantage offered or promised by or on behalf of the bidder to any officer or staff of the DTRTI, Bengaluru shall (in addition to any criminal liability which the bidder may incur) debar his bid from being considered. Canvassing on the part or on behalf of bidder will also make this bid liable to rejection.

2. CRITERIA FOR QUALIFYING THE TECHNICAL CUM FINANCIAL BID:

The Service Provider/ bidder shall satisfy the following conditions to qualify in the tender process. (Documentary proof to be enclosed to substantiate the prescribed conditions).

- 2.1 Bidder should be an entity registered in India providing AMC Services for Hardware and software as mentioned in scope of work.
- 2.2 Bidder should have complied with all the necessary legal requirements with regard to Employees' Provident Fund Act, Employees' State Insurance Act and Contract Labour Act. The copies of the relevant Registration certificates and also the latest licenses issued under the respective Acts should be furnished.
- 2.3 Bidder should submit certified copy of GST registration certificate and PAN which should be in the name of the Bidder.
- 2.4 The bidder (as on the date of filing the tender document) should be engaged in providing AMC service for Hardware and Software under a contract, and should have provided such AMC services to at least 03 (three) reputed organizations during each financial year starting from 2015-16, 2016-17 and 2017-18. The said 03 reputed Organizations should include at least 2 Central Government / Central Autonomous Bodies / Central PSUs/State Government/ Bank.
- 2.5 No complaint should have been filed against the Service Provider by any of its past or present clients. The bidder should neither have been blacklisted nor any penalty levied by any Government Authority till date. Further, no Contract, which was entered into by the Service Provider has been foreclosed or terminated during the preceding five years by any Central / State Government / Local Authority or Public Sector Undertaking for violation of relevant laws or terms and conditions of the agreements or for unsatisfactory performance of the contract. A declaration to this effect should be furnished by the bidder in the form of an affidavit as prescribed in the Annexure-V. If it is found after the award of the contract that the affidavit submitted is false, the contract will be terminated immediately and Performance Bank Guarantee shall be forfeited.
- 2.6 The details including the name and address of the clients to whom services have been provided during the last three years including the currently run Contracts should be provided as required in the Technical cum Financial Bid (Annexure-I).

3. FINANCIAL BID EVALUATION

In the event of more than one bidder becoming L1, preference will be given to the bidder who has more number of Central Government clients under the contract currently running as on the date of opening of the bid.

4. TERMS AND CONDITIONS

- 4.1 The Service Provider will have to enter into an agreement for rendering services as per the contract.
- 4.2 The Service Provider has to submit a Performance Guarantee @ 8 % of the Annual value of the contract in the form of Bank Guarantee. Such Guarantee will remain in force for the period 180 days from the end of period of the contract. The Proforma of Bank Guarantee is enclosed as Annexure-III.
- 4.3 The Department shall return the Bank Guarantee after the expiry of the agreement after adjusting the dues, if any, which are to be recovered from the bidder for the losses/lapses as determined.
- 4.4 The Department reserves the right to terminate the agreement or recover the losses in the event of any failure or lapse on the part of the bidder. The Addl. Director General (Trg.), DTRTI, Bengaluru is the final authority for determining the losses or the lapse on the part of the bidder.
- 4.5 In the event of termination of the contract by the Service Provider, the Bank Guarantee is liable to be forfeited.

5. SCOPE OF WORK

- 5.1 One qualified Resident Engineer will be provided in this office during office hours i.e. 9.30 am to 6.00 pm and till such time as may be required during exigencies of work. He should have necessary academic qualification in the field of Computer Hardware/Software/Networking. He should bear an Identity Card of the Company/firm.
- 5.2 The Resident Engineer should be proficient in working under different platforms viz. Windows 2003/2008/ 2012 Server, MS Exchange, Linux and SCO UNIXWARE and also in maintenance of networking infrastructure. He should also be conversant with installation and configuration of Microsoft Windows XP, Windows Vista and Windows 7/8/10.
- 5.3 The Resident Engineer should keep himself updated with latest software and hardware related developments.
- 5.4 The Resident Engineer has to co-ordinate with AMC/Service provider for the following equipment for any break down/ Updation / repair. He has to identify the problems and get it solved co-coordinating with the AMC/Service provider and has to maintain record for the same:-
 - a) Fax
 - b) Printers and Scanner
 - c) Photocopier Machine

- d) Telephones
- e) Internet
- f) CCTV
- g) Online UPS
- h) Desktops and peripherals
 - i) Software
 - j) Website
- k) Networking
- l) Laptops
- m) Fire wall and any other equipment installed/to be installed in the DTRTI, Bengaluru

5.5 Resident Engineer has to operate and maintain DTRTI LAN network equipment, security management, maintaining connectivity with Internet Service Provider and ensure performance of the services.

5.6 The Resident Engineer has to maintain the office network and troubleshoot any network related issues such as Network-clogging, Network-failure, etc. Support should be provided for all Network devices viz. Switches, Wireless Routers, hubs, cable connectivity, etc.

5.7 The Resident Engineer has to maintain a database with IP details of all the devices connected on the Network and maintain an inventory of all the Hardware devices including Keyboard, Mouse, Monitor, etc.

5.8 The Resident Engineer's responsibility includes (but not limited to) the following :

(a) Equipment configuration management

(b) Upgrading OS

(c) Maintaining access control list

(d) Regular review of routers

(e) Upgrading Patches on all equipment including servers, security devices and antivirus software

(f) Configure security policies as required by DTRTI on an ongoing basis

(g) Monitor the network for an unusual activity and report incidents to DTRTI. The Engineer should also be able to quickly isolate the user/ component /

part of the network from which the activity is detected from the overall DTRTI LAN network, if required

(h) Keeping the details of all the DTRTI LAN Assets and document, any changes in the assets including upgradation and/or replacement of assets. The list of the entire DTRTI LAN architecture shall always be up to date and shall be made available to the DTRTI on demand.

- 5.9 The AMC will include complete Troubleshooting, Facility Management and preventive maintenance of Networking and Server.
- 5.10 Software support and technical guidance will be provided by the Service Provider.
- 5.11 The firm should give specifications and other details of spare parts required to be replaced and seek prior approval before replacing any parts of hardware, etc. The cost of the part replaced shall be reimbursed subsequent to completion of work and on production of the bill.
- 5.12 The Service Provider would download and update the latest Anti-Virus updates on the Server and the Desktops.
- 5.13 The Service Provider would also provide assistance in any other matter relating to the Computer Hardware and other equipment, not specifically covered by the contract.
- 5.14 The Service Provider should inspect the Servers and its configuration details before entering the contract and record the details of the configuration.
- 5.15 The Service Provider should upkeep and service the networking accessories, audio visual systems and computer accessories, Installation and upgradation of software, rectifying the problems and monitoring of the network points.
- 5.16 The Service Provider shall provide software updates and the components supported by them in DTRTI LAN free of cost for a period of two years from the date of acceptance of the contract. This will include the patch upgrade or any type of upgrade for router, OS, Switch management software, operating systems, network management software, security software or any other software. Software updates will be part of the supplies, at no additional cost.

6. OTHER TERMS AND CONDITIONS:

A. GENERAL:

- i. The entire work included in the contract shall be executed by the Service Provider and the work shall not be transferred, assigned or further sub-contracted either wholly or partially, directly or indirectly, to any other concern. The bidder shall not change the constitution of the firm / company, without the written

- consent of DTRTI. Any lapse in this regard will lead to termination of the contract.
- ii. The Service Provider shall arrange to tender efficient service as outlined above. However, in case the Service Provider fails to maintain the service to the entire satisfaction of the Officer-in-charge, the department shall make alternate arrangement, the expenditure thus incurred will be recovered from the Service Provider, for which decision of the Officer-in-charge shall be final.
 - iii. The Service Provider shall be responsible for any accident, hospitalization of their Staff etc., occurring during the period of the maintenance or during any other work being attended by the Service Provider.
 - iv. The Service Provider shall be responsible for any damage caused to the equipment/building during the execution of the maintenance work.
 - v. During the period of maintenance of contract, the Service Provider shall provide the following services:-
 - (a) Break Down Calls: As required or requisitioned from time to time.
 - (b) Reach time : Every effort shall be made to attend to any complaint within 4 hours.
 - (c) Major Breakdown Repairs: May take up to 24 hours from the date and time of complaints in consultation with the Officer-in-charge.
 - vii. In case any defects are found in the system during regular maintenance, it should be informed to the Officer-in-charge and defects should be rectified immediately. Expenditure incurred towards replacement if any shall be borne by the DTRTI, Bengaluru rectification of defects will be as mentioned in the preceding paragraph.
 - viii. A suitable record for the works done will have to be maintained by the Service Provider in consultation with the Officer-in-charge at the site and a photocopy of same shall be submitted along with each bill.
 - ix. Recovery : In case complaint lodged is not attended within 24 hours from time of complaint, unless it is for reasons beyond the operational control of the Service Provider, as also agreed to, by the DTRTI, a minimum penalty of Rs.150/- per day shall be levied which also consequently may lead to termination of the Contract.
 - x. No Tools & Parts will be issued to the Service Provider by the department.

- xi. The DTRTI reserves the right to accept or reject any bid, and to annul the 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 or the grounds for the DTRTI's action.
- xii. In case, the person deployed by the Service Provider is absent/leave, suitable replacement should be given immediately under intimation to DTRTI, Bangalore. Since the contract is running 365 days x 24 hours, though the official's working hours is 9 a.m. to 6 p.m., failure to comply with this para, penalty will be charged at the rate of Rs. 1500/- per incident in addition to deduction of pro rata payment for absenteeism.
- xiii. The persons deployed by the Service Provider should maintain the confidentiality of the work carried out by them and it is also to be ensured that they should not remove or partake any material that belongs to the department.
- xiv. In case, complaints are received against the personnel deployed by the Service Provider and if the complaints are found to be true, the personnel should be replaced immediately.

B. STAFF RELATED :

- i. Service Provider should ensure that the Resident Engineer on duty at all times are dressed neatly.
- ii. The Service Provider shall be responsible for the conduct of Resident Engineer provided by it. It shall furnish the name, qualification, proof of identity and make effective verification into the background, antecedents, past conduct and character of the Resident Engineer before being deployed in the premises of the DTRTI. Only upon furnishing these details and on satisfaction of the DTRTI, the Service Provider will be allowed to deploy such persons. In case of any disagreement or doubt, DTRTI can seek replacement of Resident Engineer and the Service Provider will provide such replacement within 24 hours.
- iii. The Service Provider should have a valid labour license under the Contract Labour (R&A) Act 1970, the Contract Labour (R&A) Central Rules 1971 before commencement of the work and shall continue to have the valid licenses until the completion of the work. The Service Provider shall also abide by and comply with all the provisions of the Child Labor (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act, 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity benefits Act 1961 and Apprentices Act, 1961 or the modifications thereof or any

other laws relating thereto and the rules made thereunder from time to time. Provisions of Employees Provident Fund Scheme 1952 and Miscellaneous Provisions Act 1952 and The Employees State Insurance Act shall be followed by the Service Provider in respect of all personnel engaged by them for performing the work at DTRTI. The proof of compliance with regard to ESI and PF payments shall be included as part of the monthly bill, without which the bill will not be processed.

- iv. The Resident Engineer deployed shall be on the rolls of the Service Provider and the responsibility of payment of all statutory liabilities relating to the Resident Engineer shall lie with the Service Provider.
- v. Any liability arising from any non-compliance of the above mentioned statutory provisions shall be borne by the Service Provider. The Service Provider shall indemnify DTRTI against any such payments, if any, arising from such liabilities.
- vi. The persons deployed as Resident Engineer by the Service Provider will have no claim for regular Government job.
- vii. The Resident Engineer should leave the campus immediately after his working hours in the campus.
- viii. While on duty, the Resident Engineer deployed by the Service Provider shall not use any room for their personal conveniences. In addition to imposition of penalty of Rs.500/- for each incident, breach of this clause may lead to the termination of the contract.

C. COMMENCEMENT OF SERVICES & PERIOD OF CONTRACT:

- i. Term of this agreement is for Two years from the date of signing of the Contract. The contract may be extended for a further period of one year on same terms and conditions, subject to mutual agreement by both the parties.
- ii. Commencement of services shall be made by the Service Provider with full strength, within 15 days from the date of the signing of Contract.
- iii. In case, the service is not commenced as stipulated above, DTRTI reserves the right to cancel the work order/agreement and/or recover liquidated damage charges from the bidder. Should, however, the service start after the date specified in the work order, DTRTI shall be entitled to recover liquidated damages to the extent of the incremental cost incurred by DTRTI in making alternative arrangements for the delayed period, along with penalty of Rs.2500/- per day of delay.
- iv. Near relatives of all Income Tax Department employees are prohibited from participating in the contract.

D. PERFORMANCE EVALUATION:

The performance of Resident Engineer will be evaluated on day to day basis by the DTRTI. If the Resident Engineer fails to meet the prescribed standards as per the contract, it will be required to take corrective steps to improve its performance immediately. Repeated failure to meet the expected standards would entail termination of Contract.

E. TERMINATION OF CONTRACT:

- i. DTRTI reserves the right to terminate the contract in part or in full at any time giving one month's notice without assigning any reasons thereof. No reason/explanation can be sought for by the Service Provider.
- ii. The following defaults on the part of the Service Provider shall be treated as breach of the Contract, in which case, DTRTI, without prejudice to any other remedy, may terminate the contract by issuing a written notice of default to the Service Provider:
 - a. If the Service Provider fails to provide the services as per the terms and conditions of the contract entered with DTRTI.
 - b. If the Service Provider fails to perform any other obligation(s) as specified in the contract.
 - c. If the Service Provider, in either of the above circumstances, does not rectify its failure within the period authorized by DTRTI.
 - d. In the event of termination of contract pursuant to the above, DTRTI may take the same services upon such terms, and manner as it deems appropriate, and the Service Provider shall be liable to DTRTI for any excess cost for the said services during the remaining period of the contract.
- iii. DTRTI may at any time terminate the contract without compensation by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent as declared by the competent Court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued, or will accrue thereafter to the DTRTI.
- iv. DTRTI may at any time terminate the contract if it is found that Service Provider has furnished false declaration/information/statement in the technical cum financial bid or during the contract period.

F. ARBITRATION

- i. In the event of any question, dispute or difference arising under this Contract or in connection therewith, except as to the matter, the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitration of the Addl. Director General (Training), DTRTI, Bengaluru. In case his/her designation is changed or his/her office is abolished, then to the sole arbitration of the Officer in-charge of DTRTI by whatsoever designation such Officer may be called. If the Addl. Director General (Training), DTRTI, Bengaluru or the said officer is unable to act as the sole arbitration, then by any other person appointed by the Addl. Director General(Training), DTRTI, Bengaluru or the said Officer for this purpose. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- ii. There will be no objection to any such appointment for the reason that the arbitrator is a Government servant or that he/she has to deal with the matter to which the agreement relates. The award of the arbitrator shall be final and binding on both the parties.
- iii. The venue of the arbitration proceeding shall be the office of the Addl. Director General (Training), DTRTI, Bengaluru or such other place as the arbitrator may decide.

G. FORCE MAJEURE:

Neither Service Provider nor DTRTI shall be liable for any delay, default or failure under this agreement if such delay, default or failure arose as a direct consequences of force majeure including strikes, lock out, war and civil unrest.

H. COURT JURISDICTION

All disputes arising out of or in any way connected with the agreement shall be deemed to have arisen at Bengaluru and only courts in Bengaluru shall have jurisdiction to determine the same.

I. PENALTY

- i. In case of breach of any condition of the Contract and for all types of losses caused by the Service Provider, DTRTI shall levy penalty and make deductions as deemed suitable or as specified in the Contract, and deduct the same from the bills preferred by the Service Provider.

J. PERFORMANCE GUARANTEE:

- i. The Service Provider shall furnish the Performance Bank Guarantee in accordance with the conditions of the Contract in the Performance Bank Guarantee Proforma provided at Annexure-III within 20 (twenty) days from the date of receipt of Notification of Award (NOA) from DTRTI, Bengaluru.
- ii. The security should be in the form of irrevocable Bank Guarantee issued by a Nationalized Bank in favour of Addl. Director General (Training), DTRTI, Bengaluru and should be valid for a period of 180 days from the date of expiry of Contract.
- iii. The performance guarantee shall be returned on successful completion of the contract, within a period of 180 days from the date of completion. In case of non-execution of the contract, in part or in full, the performance guarantee shall be forfeited, after giving due notice to the Service Provider with regard to the defective / improper performance / execution or breach of any of the terms of the Contract.
- iv. Any sum of money due or payable to the Service Provider, including the performance guarantee refundable to him under the contract, may be appropriated by this office, against any amount of loss caused by / penalty imposed on the Service Provider, which the Service Provider shall owe to DTRTI, under this contract.

K. PAYMENT:

- i. The Service Provider's monthly bills should be supported by muster rolls /attendance sheets, proof of disbursement of salary to the Resident Engineer for the respective month.
- ii. The Service Provider shall prefer bills by 10th of the following month along with the supporting documents as mentioned in para above with proof of ESI and PF payments. Efforts will be made to pay the bills within 4 [four] weeks after the submission of bills, by NEFT / RTGS. However, in exceptional circumstances beyond the control of DTRTI, there may be a delay in payment of the bills. Such delay in clearance of bills should not be a reason for non-payment of salary to Resident Engineer.
- iii. The payment of bills shall be subject to TDS at the rates prescribed.
- iv. Penalties, damages, and Contract non-compliance recoveries quantified, if any, will be recovered from the monthly bill payments.
- v. The Service Provider shall indemnify DTRTI against payments to be made under and for the observance of all statutory provisions.

- vi. **The Service Provider shall not petition for revision of rates tendered by it under any circumstances at any stage of the Contract, either during execution or when the final claims are settled.**

7. **The decision of the ADDL. DIRECTOR GENERAL (TRG.), DTRTI, Bengaluru shall be final in the matter.**

TECHNICAL BID CUM FINANCIAL BID

1. Name of the Bidder :
(Proprietor/Firm/Company)

2. Address of the Bidder along with telephone
No., Fax & e-mail :

3. Name and address of the Partners / Directors :
(In case of Firm/Company)

4. Details of the Authorised signatory
(Name, Address, Mobile No. & email) :

5. Permanent Account Number :

6. ESI registration details
(Proof to be enclosed) :

7. PF Registration details
(Proof to be enclosed) :

8. GST Registration No. :

9. Names & Addresses of the Organization(s) to whom AMC of Software/Hardware with Facility Management Services or Resident Engineer are being provided as on 1.10.2018 (Separate sheet may be used for the details)

SI No	Name & address of the organization	No. of personnel engaged	Date on which contract entered	Valid till (date)

10. Names & Addresses of the Organization(s) to whom AMC of Software and Hardware with Facility Management Services or Resident Engineer provided during last three years:-

SI No	Name & address of the organization	No. of personnel engaged	Date on which contract entered	Valid till (date)

11. Details of EMD :

12. Quote for per month (in Rs.) :
(Please specify GST separately)

DECLARATION

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

Place

(Signature of Authorised Signatory with date)

PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

Ref No. _____

Bank Guarantee No.

Dated _____

To

DTRTI, Bengaluru.

Dear Sirs,

In consideration of DTRTI having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s. _____ having its registered/head office at _____ (hereinafter referred to as the 'BIDDER') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DTRTI having agreed that the TENDERER shall furnish to DTRTI, Bengaluru.

1. DTRTI, Bengaluru a performance guarantee for Indian Rupees for the faithful performance of the entire CONTRACT.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) without any demur,

reservation, contest or protest and/or without any reference to the TENDERER. Any such demand made by DTRTI on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DTRTI in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the TENDERER and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that DTRTI at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the TENDERER and notwithstanding any security or other guarantee that DTRTI may have in relation to the TENDERER's liabilities.
4. The Bank further agrees that DTRTI shall have the fullest liberty without or consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said TENDERER(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DTRTI against the said TENDERER(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said TENDERER(s) or for any forbearance, act, or omission on the part of DTRTI or any indulgence by DTRTI to the said TENDERER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DTRTI under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DTRTI discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of DTRTI or that of the TENDERER.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs.(in figures) _____
 (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until _____. (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DTRTI under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DTRTI under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ day of _____ 20 ____ at _____.

WITNESS NO.1

 (Signature)
 Full name and official address
 (in legible letters) with stamp

 (Signature)
 Full name, designation and
 address (in legible letters)

Attorney as per power of Attorney No.
 Dated

 WITNESS NO.2
 (Signature)
 Full name and official
 Address (in legible letters)

[FORMAT OF TENDER COMPLIANCE REPORT]

To

The Addl. Director General(Trg.)
Direct Taxes Regional Training Institute
Bengaluru-560013

Sub: Regarding tender for providing AMC for Networking with One Resident Engineer for Direct Taxes Regional Training Institute, Bengaluru-reg.

Sir,

I have gone through the complete terms and condition of the Tender dated 20.09.2018 for Providing AMC of Networking with One Resident Engineer for Direct Taxes Regional Training Institute, Bengaluru and accept the same.

Place:

Date:

(Signature of authorised Signatory with seal)

Name in capital letters:

**DECLARATION FOR NOT BEING BLACKLISTED/PENALISED/TERMINATED
BY ANY GOVT. AGENCIES**

I, _____ (name and designation of the authorised signatory), hereby declare that M/s. _____ (Name of the bidder) has not been blacklisted /penalized for any violation of relevant laws or terms and conditions of the agreement by any Central / State Government/Local Authority or Public Sector Undertaking at any time during the preceding five years.

I further certify that no Contract, which was entered into in the preceding five years by M/s. _____ has been foreclosed or terminated by any Central / State Government / Local Authority or Public Sector Undertaking for violation of relevant laws or terms and conditions of the agreements or for unsatisfactory performance of the contract.

Signature of the Authorised Signatory with seal

Name in capital letters:

