

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.6/Security/2018-19/DTRTI/Tender

Dated: 04.09.2018

**NOTICE INVITING TENDER FOR HIRING OF
SECURITY PERSONNEL FOR DIRECT TAXES REGIONAL TRAINING
INSTITUTE [DTRTI], BENGALURU**

1. Sealed Tenders for engaging Security Services by Direct Taxes Regional Training Institute (DTRTI), Bengaluru, are invited under Two-Bid system 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.500/- by crossed demand draft drawn in favour of ZAO, CBDT, Bengaluru on all working days between 10:00 AM to 05.00 PM till 24.09.2018. The tender document can also be downloaded without cost from the website www.incometaxindia.gov.in, www.dtrtriBengaluru.com, www.eprocure.gov.in and www.incometaxbengaluru.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	Tender under Two-Bid system. The Technical Bid and Commercial Bid are to be furnished separately.
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. 80,000/-
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.500/- 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	04.09.2018 to 24.09.2018 between 10.00 AM to 05.00 PM on all Working Days
1.2.9	Last Date & Time for submission of Tender	25.09.2018 up to 03.00 PM
1.2.10	Date & Time of Opening of Technical bid	26.09.2018 at 11.00 AM
1.2.11	Date & Time of opening of Financial Bid	26.09.2018 at 03:00 PM. In case of any change, the same will be intimated at the time of opening the Technical bid
1.2.12	Bid Validity	180 days from the final date of submission of bids
1.2.13	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
1.2.14	Estimated Cost of annual Contract Value	Rs. 35,00,000/-

1.3 The service providers 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 (including the Technical and Financial bids) 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 Adopting unethical means will debar an applicant from the tendering process besides inviting other action as per rule.



(S.S. PARIDA)
Addl. Director General (Trg.)
DTRTI, Bengaluru

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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. No correspondence shall be entertained in this regard.
 - b) No bidder shall be allowed to make any correction what-so-ever (either clerical, arithmetical or substantial) after opening of the bids.
 - c) Each bidder shall submit only one tender. In case of submission of two tenders 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.
 - d) The tender shall be in two parts comprising of the Technical Bid and the Financial bid. The Technical bid shall contain the pre-qualification criteria as detailed in Annexure -I. The Financial Bid shall be furnished in the format prescribed in Annexure-II.
 - e) The bidders are advised to read all the pages of the tender document carefully before filling it.
 - f) No correction of any type in the tender document shall be allowed after submission of the tender document.
 - g) The Technical bid and Financial bid should be furnished in two separate envelopes super scribed as "Envelope No.1-Technical Bid" and "Envelope No.2-Financial Bid" and enclosed in a larger Envelope super scribing as "Techno-Financial Bid in response to the Tender Notice in F.No. 6/Security/2018-19/DTRTI/Tender dated 04-09-2018. 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.
 - h) Enough space should be given in the cover to open/cut it without damaging the financial bid cover.
- 1.2 Financial bids of only those bidders, who are found to qualify based on their Technical bids, shall be opened in this office by the **Tender Committee** on the specified time and date, in the presence of the bidders or their duly nominated representatives. The Financial bids of such bidders, who do not qualify as per the Technical Bid, shall be returned to them along with their E.M.D.

- 1.3 No price should be mentioned in the Technical Bid. Otherwise the bid is liable to be rejected.
- 1.4 The Department reserves the right to reject any bid without assigning any reasons thereof, in the interest of the work.
- 1.5 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.
- 1.6 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.
- 1.7 The tender document is non-transferable.
- 1.8 Conditional Tenders/ Non-compliance of any of the conditions set in tender document shall render the bid to be summarily rejected.
- 1.9 No bidders shall have any cause of action or claim against DTRTI, Bengaluru for rejection of his bid.
- 1.10 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. If on opening the tender, the Tender Committee finds that either of the envelopes containing the Technical or Financial bids is unsealed or improperly sealed, the complete tender will be rejected and not considered for evaluation.
 - c. Overwriting/correction, if any, should be duly attested by the bidder.
 - d. Rates in the financial bid must be quoted in the words and figures and in case of any discrepancy, rates quoted in words will prevail.
 - e. Financial bid must be in format as per Annexure-II. Rates quoted in any other format in Financial Bid will summarily be rejected.
- 1.11 Any attempt to influence the evaluation of the tenders by any bidder, will disqualify him from participation in the tender process.
- 1.12 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.

- 1.13 All communications with regard to the Contract shall be made with the Authorised Signatory including communication by e-mail.
- 1.14 Any clarifications regarding the tender document may be obtained from the Administrative Officer Gr.II, O/o Addl. Director General, DTRTI, Bengaluru.
- 1.15 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 BID:

The Security Agency/ 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 security services 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 be in possession of a valid license from the State Controlling Authority under the PSAR Act, 2005 [Private Securities Agencies (Regulation) Act].
- 2.4 Bidder should submit certified copy of GST registration certificate which should be in the name of the Bidder.
- 2.5 The bidder (as on the date of filing the tender document) should be engaged in providing security services under a contract, and should have provided security services to at least 06 (six) reputed organizations during each financial years starting from 2015-16, 2016-17 and 2017-18. The said 06 reputed Organizations should include at least 4 Central Government / Central Autonomous Bodies / Central PSUs/State Government.
- 2.6 The average number of security personnel on the rolls of the Security Agency during the last 03 years i.e. F.Y.2015-16, 2016-17 and 2017-18, should have been more than 50 (fifty) in number. [For computing the average number of guards per year, the maximum number of security guards deployed by the Agency at any point of time during that year shall be taken into consideration].
- 2.7 No complaint should have been filed against the Security Agency 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 Security Agency 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.

2.8 The details including the name and address of the clients to whom services have been provided during the last five years including the currently run Contracts should be provided as required in the Technical Bid (Annexure-I).

3. CRITERIA FOR FINANCIAL BID

3.1 The Financial Bid of only those bidders will be opened whose technical bid are found to be acceptable.

3.2 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 personnel to be deployed by the bidder should possess the qualifications mentioned at Para 5.4 below.

4.2 Any security guard deployed for a shift on a particular day shall not be again deployed for any other shift on the same day, nor will he be deployed for any two consecutive shifts. If it is found that same person is deployed for either two shifts on a day or two consecutive shifts, it will be deemed that no security guard has been deployed. Further, a penalty of Rs.500/- will be levied for each such default.

4.3 In case of any security guard remain absent, replacement for the same should be provided on time.

4.4 The Department may increase / decrease number of security guards as and when required. If any additional person is required to be deployed, the bidder is under obligation to provide such services on same terms and conditions as per the existing agreement.

4.5 The DTRTI reserves the right to verify the quality of the services rendered by the bidder to other clients.

4.6 The successful bidder will have to enter into an agreement for rendering security services as per the contract.

4.7 The successful bidder has to submit a Performance Guarantee @ 5 % 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.

4.8 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.

- 4.9 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.
- 4.10 In the event of termination of the contract by the Contractor, the Bank Guarantee is liable to be forfeited.

5. SCOPE OF WORK

5.1 Details of the DTRTI Campus:

- i. The Security Agency is required to provide 24 x 7 security for 365 days in the year to Direct Taxes Regional Training Institute [DTRTI] campus at Plot no.17, Near HMT Watch factory, Jalahalli, Bengaluru-560013. The Campus spreads over an area of 2.8 acres of land including the Administrative Block comprising of ground plus five floors and basement parking, the Hostel Block with ground plus six floors, Pump House, Sewage Treatment Plant, Organic Waste Converter Plant, Electrical Installations and the Security Room.
- ii. Closed Circuit Television Cameras [CCTV] have been placed at strategic points to facilitate remote monitoring of the campus within and outside the buildings.
- iii. The campus is also being used as a residential training establishment for the participants coming from outside Bengaluru. While outstation participants avail the hostel facility, faculty and administrative staff would be using the campus during the working hours. The housekeeping, catering, hostel reception, gardening and laundry services are managed by outsourced by Facility Management Service personnel, some of whom stay in-house in the campus.

5.2 The scope of work for the Security Agency includes the following tasks:

- i. Manning the main campus entrance gate 24 hours x 7 days a week for 365 days a year by regulating, monitoring and recording the entry of all persons, materials and vehicles coming in and going out of the campus.
- ii. Watch sensitive areas through CCTV and also by manually patrolling the entire campus.
- iii. Maintain all the Registers as mentioned at Para 5.7 below.
- iv. Security team should be co-operative, helpful and create a sense of comfort for the Staff and visitors. They should conduct themselves in a professional manner while on duty.

- v. Security personnel have to carefully guard and monitor Fire Fighting systems installed in the campus and assist Fire Department in case of Emergency.
- vi. Prevent unauthorized carrying of any material in and out of the campus by physically frisking all persons and vehicles belonging to the Facility Management Service providers and other persons notified by the Officer in-charge at DTRTI.
- vii. Maintain logbook of events / un-authorized materials found in possession while frisking of persons and entry and exit of vehicles of Facility Management Service Providers and other persons notified by the officer in-charge of security at DTRTI.
- viii. To ensure that the movement of incoming / outgoing materials is supported by the letter of authority/gate pass duly signed by the Officer in-charge of Security.
- ix. Maintain of copy of all gate passes of material movements in appropriate files.
- x. To allow entry of all personnel other than DTRTI staff and outsourced employees inside the DTRTI campus only with the authorization of the Officer in-charge of security. Upon authorization, the security guard will request the concerned visitor to enter his details including his contact particulars and full address in the visitors' book.
- xi. All vehicles entering the gate shall be subjected to thorough inspection including check by using under-chassis mirror.
- xii. Vehicle speed inside the campus is restricted to 15 km / hour, which must be ensured.
- xiii. Gate protocols for visiting dignitaries such as Government officials and distinguished guests of DTRTI shall be done in liaison with the Officer in-charge of security.
- xiv. Entry to the Admin block after office hours and on holidays, on special request from the DTRTI officials will be allowed only after recording full particulars of the person.
- xv. 24 x 7 monitoring of CCTV camera images and taking immediate appropriate remedial action like personal inspection of the spot where there is any unusual movement or images noticed during the monitoring.

- xvi. To take periodic backup of the stored CCTV images in removable data storage devices and secure it safely for future retrieval as and when required. The protocol for this shall be finalized after discussion with Officer in-charge of security.
- xvii. Drugs & Liquor are prohibited inside the campus. The entire campus is declared as "Smoking free zone". Security should ensure strict compliance of the same 24 X 7 from all the persons using the campus.
- xviii. Ensure that staff does not enter the unauthorized areas such as Electrical LT room, DG rooms, Fire plant room and the Electrical Installations.
- xix. Report about the malfunctioning of DTRTI assets, shortcomings noticed in Facility Management Services or any untoward incidents noticed, to the Officer-in-charge of security.

5.3 EQUIPMENT TO BE PROVIDED:

The following basic equipments should be provided to every security guard on duty in the campus:

- i. Baton-Minimum 4.
- ii. Forehead fastened battery operated powerful search light - Minimum 4
- iii. Hand held search light/torch- Minimum 2 nos.
- iv. Under chassis inspection mirror- Minimum 2 nos.
- v. Metal detectors- Minimum 2 nos.
- vi. Walky-talky for communication between the guardroom and the patrolling guard- Minimum 2 set.
- vii. First Aid Kit

The Security Agency has to ensure that the security apparatus like hand-held metal detectors, Search lights, Under-chassis mirror, Communication system [walky-talky] etc. provided for use by the security guards shall always be in working condition. The successful bidder shall arrange the required apparatus before commencement of the agreement period.

5.4 THE QUALIFICATION REQUIREMENT OF THE MANPOWER DEPLOYED SHOULD BE AS UNDER:

The security guards -

- i. Should be able to communicate in English, Hindi and Kannada language.
- ii. Should have passed at least Secondary School or equivalent exam.
- iii. Should be between 25-55 years of age.

- iv. Should have at least 5 years' of experience as a security guard in reputed Organisations.
- v. Should be medically fit for the job. Should be trained in self- defense, to attack, disarm, disable and capture any intruder.
- vi. Should have knowledge of firefighting and basic operation of computer and electronic surveillance gadgets. Should be able to work with computer, monitor and control CCTV cameras, handle firefighting equipment with reasonable training from authorized persons.
- vii. Should have good character. Verification of antecedents of the security guards deployed in DTRTI must have been done mandatorily by the bidder. A certificate to this effect shall be furnished by the bidder.
- viii. Should have been on the employment roll of the Security Agency for a minimum of six months before their deployment at DTRTI campus.
- ix. Should be capable of handling the work mentioned in the 'Scope of Work'.
- x. One of the security staff during the daytime should be a lady personnel for frisking female staff members of the Facility Management Service and other outside agencies.

The necessary proofs of the above have to be submitted / demonstrated at the time of deployment of personnel by the Agency/successful bidder.

5.5 MANPOWER REQUIREMENT:

The security personnel deployed should be under the Industrial Workers, Watch and Ward (without arms) category prescribed by the Chief Labour Commission, Govt. of India. The requirement of security guards is as under:

Location	No of personnel	No of shifts	Total no of Personnel
Security entrance gate	2	3	6
Campus patrolling	2	1	2
		Total	8

5.6 SHIFT TIMINGS:

During the day shift the personnel deployed should include one lady personnel.

Category	Job Nature	Shift-1 7.00 am to 3.00 pm	Shift-2 3.00 pm to 11.00 pm	Shift-3 11.00 pm to 07.00 am
Security personnel	Security at entrance gate	1 [lady]-8.00 am to 4.00 pm 1 [Man]	2 [Men]	2 [Men]

Security personnel	Patrolling	-	-	2 [Men] 10.00 pm to 6.00 am
	Total	2	2	4

5.7 CONTROL REGISTER & CHARTS MAINTENANCE

Type of chart/Registers	Timeline	Periodicity of change
Visitors' Register	At the time of visit	Yearly
Manpower Deployment Register (To record entry and exit of all outsourced personnel)	At the time of entry and exit of the outsourced personnel	Yearly
Inspection Register by the Supervisor of the Security Agency	At the time of each inspection	Yearly
Register for lost / damaged Assets	As and when incident happen	Yearly
Asset Movement Register	As and when incident happen	Yearly
Material movement Register	As and when incident happen	Yearly
Register for reporting unauthorized carrying of assets in & out of the campus noticed while frisking	As and when incident happen	Yearly
Vehicle Movement Register	As and when incident happen	Yearly
CCTV footage backup recording Register	Periodically as specified by the Officer-in-charge of security	Yearly
Patrol monitoring Register [Basement vehicle parking / STP/ Pump house/ Hostel south east corner/ FM toilet area/ Gas bank/Hostel & Admin Block rooftop]	0600/0800/1000/1200/1400/1600/1800/2000/2200/2300/2400/0100/0200/0300/0400/0500 hrs	Weekly
Register to record any unusual / untoward incident	As and when incident happen	Yearly

These registers will be placed before the Officer-in-charge for inspection on a weekly basis.

6. OTHER TERMS AND CONDITIONS:

A. GENERAL:

- i. The entire work included in the contract shall be executed by the successful bidder 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. A guardroom cum office will be provided for the legitimate use by the Security Agency for execution of the work under the contract. A suitable place in the basement of the Admin Block has also been earmarked for the Security personnel for keeping their materials or use as a change room. These rooms should not be used in any manner by any other person other than the security guards and their Supervisors failing which a penalty of Rs.1000/- per incident will be imposed. The Security Agency is responsible for any lapse in maintaining these rooms. An EPABX telephone with direct dialing facility and a direct line telephone will be provided by DTRTI for official use.
- iii. The security agency should have effective supervision of the security arrangement in the DTRTI campus by deputing its supervisor on a regular basis, to ensure that there are no lapses on the part of the security guards deputed in the DTRTI campus.
- iv. The performance of the Security Agency will be continuously monitored by the Officer In-Charge of security at DTRTI.

B. STAFF RELATED :

- i. The successful bidder shall provide to the guards at its own cost proper uniform and other protective accessories such as, hand gloves, shoes, goggles, head gear, raincoats, winter protection jackets etc. All the staff, supervisors and manager should sport their photo identity card prominently on their uniform. Successful bidder should ensure that the security guards on duty at all times are dressed neatly in the prescribed uniform on all days, without fail. The color and pattern of the uniform, shall be got approved by DTRTI before procurement. A penalty of Rs. 50/- per day per guard shall be deducted for non-wearing of uniform at DTRTI premises.
- ii. The successful bidder shall be responsible for the conduct of the security personnel 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 each person before being deployed in the premises of

the DTRTI. Only upon furnishing these details and on satisfaction of the DTRTI, the successful bidder will be allowed to deploy such persons. In case of any disagreement or doubt, DTRTI can seek replacement of any such security personnel and the successful bidder will provide such replacement within 24 hours.

- iii. The successful bidder should have a valid labour license under the Contract Labour (R&A) Act 1970, the Contract Labour (R&A) Central Rules 1971 and PSARA license as per the Private Security Agencies Regulation Act, 2005, before commencement of the work and shall continue to have the valid licenses until the completion of the work. The Security Agency 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 Security Agency in respect of all security 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 wages payable for the security personnel deployed in the DTRTI campus shall be as per the guidelines of the Central Government in the matter [under the Industrial Workers, Watch and Ward (without arms) category prescribed by the Chief Labour Commission, Govt. of India].
- v. The Security personnel deployed shall be on the rolls of the successful bidder and the responsibility of payment of all statutory liabilities relating to the security personnel shall lie with the Security Agency.
- vi. Any liability arising from any non-compliance of the above mentioned statutory provisions shall be borne by the security agency. The successful bidder shall indemnify DTRTI against any such payments, if any, arising from such liabilities.
- vii. The persons deployed for security purposes by the successful bidder will have no claim for regular Government job.
- viii. The staff of the successful bidder should leave the campus immediately after completion of their job on the campus. The successful bidder shall ensure that its staff do not loiter in the campus or chew pans or smoke beedies, cigarettes etc. A penalty of Rs.50/- will be imposed for each violation of these conditions.

- ix. While on duty, the staff deployed by the successful bidder shall not use any room for their personal conveniences. In addition to imposition of penalty of Rs.50/- for each incident, breach of this clause may lead to the termination of the contract. A separate facility is earmarked in the guardroom for this purpose.
- x. Quarterly health checkup of all personnel to be carried out by a registered medical practitioner and the medical report should be submitted to the Officer in-charge of security at DTRTI.

C. COMMENCEMENT OF SERVICES & PERIOD OF CONTRACT:

- i. Term of this agreement is for Two years from the date of signing of the Contract.
- ii. Commencement of services shall be made by the successful bidder 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 Security Agency performance will be evaluated on day to day basis by the Officer-in-charge of security at DTRTI. If the Security Agency 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 successful bidder.

- ii. The following defaults on the part of the Security Agency 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 successful bidder:
 - a. If the successful bidder fails to provide the services as per the terms and conditions of the contract entered with DTRTI.
 - b. If the successful bidder fails to perform any other obligation(s) as specified in the contract.
 - c. If the successful bidder, 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 successful bidder 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 Security Agency, if the successful bidder 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 contractor has furnished false declaration/information/statement in the technical bid/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 successful bidder 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 Security Agency, 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 Security Agency. However, the amount of the penalty will not be more than 25% of the amount of the bill raised by the Security Agency. Further, total penalty during the contract period must not exceed 100% of total amount of Contract. The penalty will be over and above the 'no work - no payment' principle.

- ii. The penalties leviable under the Contract are summarized as under :

Delay in commencing the service	Rs.2500/- per day
Deployed guards continuously for more than one shift	Rs.500/- per incident
Occupancy of outsiders in guardroom and in space allocated for guard equipment storage	Rs.1000/- per incident
Failure to deploy equipment as per the contract	Rs.100/- per day
Non-wearing of approved uniform while on duty	Rs.50/- per person/incident

Found smoking, chewing pan, unwarranted loitering in corridors etc.	Rs.50/- per incident
Not providing replacement against absenteeism on time	Rs.500/- per incident

J. PERFORMANCE GUARANTEE:

- i. The successful bidder shall furnish the Performance Bank Guarantee in accordance with the conditions of the Contract in the Performance Bank Guarantee Form 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 contractor, 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 contractor, which the Service Provider shall owe to DTRTI, under this contract.

K. MONTHLY PAYMENT:

- i. The Security Agency's monthly bills should be supported by muster rolls / attendance sheets, proof of disbursement of salary to the security personnel for the respective month along with the inspection sheets of beats undertaken. These should be duly certified by the Security Supervisor of the Agency. If agreed manpower is not deployed, then proportionate labour wages will be deducted from the monthly bill.
- ii. The Security Agency shall prefer bills of the actual work done every month 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 wages to its staff by the Security Agency.
- 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. DTRTI shall have the right to deduct from the money due to the Security Agency, any sum required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the Contract for the benefit of the workers or for non-observance of any statutory regulations.
 - vi. The Security Agency shall indemnify DTRTI against payments to be made under and for the observance of all statutory provisions.
 - vii. In the event of any failure in this regard or any loss/damages caused directly or indirectly to DTRTI, the same will be payable by the Security Agency along with such penalty as may be decided by DTRTI.
 - viii. The Security Agency 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. The only exception to this will be on account of change in any statutory rules and laws governing tax rates or wage revisions. Any increase in prescribed minimum wages will be reimbursed to the contractor after providing documentary evidence for payment of the same.
7. The decision of the ADDL. DIRECTOR GENERAL (TRG.), DTRTI, Bengaluru shall be final in the matter.

TECHNICAL 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. License issued by Labour Commissioner
(Copy to be enclosed) :
8. PF Registration details
(Proof to be enclosed) :
9. PSARA Registration details
(Proof to be enclosed) :
10. GST Registration No. :
11. Names & Addresses of the Organization(s)
to whom security services are being provided :
as on 01.09.2018 (Separate sheet may be used for the details)

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

12. Details of Organizations to whom security services have been provided during the F.Ys.2015-16, 2016-17 and 2017-18 :
(Separate sheet may be used for the details)

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

13. Number of Security guards on the rolls of the Agency during F.Y.2015-16, 2016-17 and 2017-18:

[For computing the average number of guards during the three year period, the maximum number of security guards deployed by the Agency at any point of time during a year shall be taken into consideration].

F.Y.2015-16	F.Y.2016-17	F.Y.2017-18	Average

14. Details of EMD :

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)

FINANCIAL BID

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

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

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

4. Quote per month (in Rs.) :

A	B	C	D	E		F		G	H
				%	Amount	%	Amount		
Minimum wages per month per person including VDA (for 26 days) (Refer Note-1 overleaf)	Minimum wages per month for 8 persons including VDA (for 26 days) (A*8)	Relieving charges (1/6th of the amount mentioned in column B)	Total wages for the month including relieving charges & VDA for 8 persons (B+C)	% of PF contribution and total Provident Fund Contribution for the month (Refer Note-2 overleaf)		% of ESI and total amount of Contributions (refer Note-2 overleaf)		Admin/Service Charges (Refer Note-3 overleaf)	Total per month (D+E+F+G)

Note:- 1) The wages must comply with the Minimum wages rates prescribed in the Notification No. S.O. 191(E) dated 19th January, 2017 of the Ministry of Labour & Employment, revised time to time for Industrial Workers, Watch and Ward (without arms) category prescribed by the Chief Labour Commission, Govt. of India time to time. Any increase in prescribed minimum wages will be reimbursed to the contractor after providing documentary evidence for payment of the same.

- 2) The rate of PF contribution and ESI payment must comply with the rules prescribed by the Government time to time. Value in Column E and F should be calculated applying the requisite percentage on the value mentioned in Column D.
- 3) To be quoted as lump sum amount and not as percentage. The contractor is not entitled for revision of Admin/Service charges during the entire contract period or extended contract period.

D E C L A R A T I O N

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 will be blacklisted and will not have any dealing with the Department in future.

Place
Date

(Signature of authorised Signatory with seal)
Name in Capital letters:

_____ { 24 } _____

ANNEXURE-III

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)

ANNEXURE-IV

[FORMAT OF TENDER COMPLIANCE REPORT]

To

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

Sub: Regarding tender for providing “Security Services” for DTRTI

Sir,

I have gone through the complete terms and condition of the Tender dated 04.09.2018 for Providing “Security Services” at DTRTI, 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:

