

**REGIONAL TRAINING INSTITUTE,  
VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**

**Bid Invitation Document for Outsourcing Of Security Services**

TENDER NO. RTIL/A-241/11-12 /

Dated: 30.12.2011.

1. The Direct Taxes Regional Training Institute, Lucknow, (hereinafter referred to as DTRTI), invites sealed bids from reputed parties having ISO 9001 certification and having at least five years of experience providing Security Services in Government Organizations/Semi-Government Organizations/ Government Undertaking/ Reputed Banks for the supply of Security Services as per terms & conditions of this bid document, for a period of one year for the entire campus area of the DTRTI, Lucknow.
2. The bid document can be obtained from the Administrative Officer, DTRTI at Ground floor, Administrative Block, DTRTI, VIBHUTI KHAND, Gomti Nagar, Lucknow from **30.12.2011 to 25.01.2012** between 11.00 am to 5.00 pm on all working days on payment of Rs.500/- towards the cost of bid documents, through demand draft drawn in favour of Sr. Accounts officer, ZAO, CBDT, Lucknow, payable at Lucknow.
3. Sealed bids along with the Earnest Money Deposit (EMD) of Rs. 15,000/- through demand draft favouring Sr. Accounts Officer, ZAO, CBDT, Lucknow payable at Lucknow should be submitted in the office of the Administrative Officer, at Administrative Block, Direct Taxes Regional Training Institute, VIBHUTI KHAND, Gomti Nagar, Lucknow latest by **23.02.2012 up to 1600 hrs(4 PM)**.
4. The tenders will be opened on **29.02.2012 at 1600hrs** in the Conference Hall, 2<sup>nd</sup> Floor, Administrative Block, DTRTI, Lucknow by the Tender Committee in the presence of the bidders or their authorized representatives.
5. The complete bidding document is also available for viewing and downloading at our website: [www.nadt.gov.in](http://www.nadt.gov.in) and [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in). In case the bid document is downloaded from the website, the cost of Rs. 500/- shall be deposited alongwith the bid application in the form of a separate draft as per details given above.

**Administrative Officer  
Direct Taxes Regional Training Institute,  
Lucknow**

## Section I

### ELIGIBILITY AND QUALIFICATION CRITERIA TO BE MET BY THE CONTRACTOR FOR PERFORMING THE REQUIRED WORK/SERVICE

1. This Invitation for Bids is open to all the reputed parties having ISO 9001 certification and having at least five years of experience providing Security Services in Government Organizations/Semi-Government Organizations/ Government Undertaking/ Reputed Banks and having turnover of at least Rs. 1 Crore per year during the last two financial years i.e. FYs 2009-10 & 2010-11. The proofs of the above are required to be submitted along with bid.
2. The bidder should possess all the statutory/non-statutory registrations, licences, permissions, approvals etc. from the Competent Authorities for providing the required services.
3. An Earnest money deposit (EMD) of Rs.15, 000/- through demand draft favouring Sr. Accounts Officer, ZAO, CBDT, Lucknow,+payable at Lucknow shall be enclosed with the pre-qualification bid. The EMD will be refunded to the unsuccessful bidders within twenty days after the award of the contract to the successful bidder. No interest will be payable on the EMD. The EMD of the successful bidder will be refunded upon furnishing the performance bank guarantee and signing the contract. In case the successful bidder fails to sign the contract, the EMD will be forfeited.
4. The bidder should submit at least two Satisfactory Performance Certificates+ from Government Organizations/ Government Undertakings /Reputed Banks (with whom the bidder had Contracts for over Rs. 05 Lacs during Financial Years 2010-11 and/or 2011-12) are required to be enclosed with the bid.

## Section II

### INSTRUCTIONS TO THE BIDDERS

1. The tender forms comprising of Eligibility and qualification criteria (annexure-1) and Financial bid (annexure-2), duly filled and complete in all respects, shall be submitted in single sealed cover at Room 03 of the Administrative Block in the office of administrative officer , Direct Taxes Regional Training Institute, Pragma Bhawan , Vibhuti Khand , Gomti nagar, Lucknow by 23.02.2012 up to 1600 hrs(4 PM).
2. The following information should be clearly indicated on the envelope.
  - a. Closing Date of Tender.
  - b. 'Tender for Security Services'
  - c. Name of the Firm.
3. Forwarding letter should clearly indicate the list of enclosures. Each page of the Tender document should be signed by the bidder with Seal of the Agency/ Firm as a token of having read and understood the terms and conditions therein, and submit the authorization also along with the filled in bid form.
4. All the bid documents shall be prepared in English language and serially numbered with index on the top. The prices and rates are to be written in both figures and words.
5. 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 Institute shall accrue implicitly and explicitly.
6. The financial bids will clearly state the total monthly amount to be paid to the personnel and such amount should not be less than the minimum wages payable as per the Minimum Wages Act. The bid quoting less than the amount of minimum wages will be rejected. The bidder should take care

[Click Here to upgrade to Unlimited Pages and Expanded Features](#)

ount should be written in such a way that interpolation is not left which would make the tender liable for rejection.

7. The rates should be inclusive of and in accordance with the statutory provisions of Minimum Wages Act, PF Act, ESI, Bonus, Gratuity, Leave etc.
8. The bidder is solely responsible for the payment of service tax and all other taxes and government dues as may be applicable.
9. The bidder shall abide by the provision of the Minimum Wages Act, Contract Labour (R&A) Act, 1970 and other Labour Laws applicable.
10. The Agency shall also be responsible for providing all the statutory benefits (as per relevant laws), viz, P.F, ESI, Bonus, Gratuity Leave etc to eligible Security Staff employed by it.
11. The Contractor shall be solely and exclusive 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.

12. The work-contract bid amount should be presented with following bifurcation - :

(a) Category	Charges per Worker per month (Inclusive of all amounts legally payable to worker e.g. PF, ESI etc. ) to be mentioned in clear & specific manner	Number of Workers to be Employed	Total Charges per Month
Guards			


(b) Commission/service charges of the concern per month	
(c) Total charges per month (a+b)	
(d) Service Tax & Other Taxes (if applicable)	
Total Amount to be paid by the DTRTI per month	

13. The bid may be rejected if it is not complete in any respect.
14. An affidavit (on the stamp paper of Rs. 100/-) is required to be submitted by the bidder regarding the fact that the persons employed by the contractor for the above work shall be the employees of the bidder for all intents and purposes and, in no case, shall a relationship of employer-employee between the said persons and the Institute (Direct Taxes Regional Training Institute, Lucknow) shall accrue implicitly and explicitly and the bidder shall also be solely responsible for providing all the statutory benefits ( as per relevant laws) e.g. P.F., ESI, Bonus, Gratuity, Leave etc. to eligible Security Staff employed by it . The affidavit should also contain a declaration that bidder shall make payment of compensation under the Workman Compensation Act or any other applicable Acts or Enactments in case of injury or death of any of its workers. The affidavit should also contain a declaration that the bidder shall take care all other statutory liabilities as well in the most sincere manner and shall solely be responsible for the same.
15. Furnishing of false, misleading, inaccurate information or particulars in the bid document or in any other manner shall lead to the disqualification of the bid and bidder at any stage or time. It shall also lead to termination of the contract, if awarded.
16. The DTRTI will have a right to select the suitable bidder most suited and responsive to its requirement.

**Section – III**

**TERMS AND CONDITIONS OF THE CONTRACT**

1. The contractor and Security personnel shall ensure the Safety and Security of the entire campus area of the DTRTI, Lucknow comprising of Administrative Block, Hostel Block, Residential Block, Generator Room, Boundary Walls, Vehicles and other items and articles inside the campus premises and also the land and open space inside the campus premises.
2. 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 50 years of age and bear good moral character.
3. All Security materials will be provided by the contractor.
4. The gun man deployed should have valid license for the fire arm.
5. The following number of security guards/ gun man will have to be deployed by the Contractor on all week days.

Security Guards	05
Gun Man	04

**Total                      09**

- a. Deployment of security personnel will be as under:

<b>1<sup>st</sup> Shift</b>	<b>6 am to 2 pm</b>	<b>2 guards</b>	<b>01 Gunman</b>
<b>2<sup>nd</sup> Shift</b>	<b>2 pm. to 10 pm</b>	<b>2 guards</b>	<b>01 Gunman</b>
<b>3<sup>rd</sup> Shift</b>	<b>10 pm to 6 am</b>	<b>1 guard</b>	<b>02 Gunmen</b>
<b>Total</b>		<b>5 guards</b>	<b>4 Gunmen</b>

ble and clean uniforms to the Security personnel engaged by him.

uniforms are not in worn out condition and are washed and ironed

daily and are clean and tidy.

7. 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 identity cards all the time while on duty.
8. The contractor will supply one good quality whistle, torch, strong lathi and gun as per requirement, to each Security personnel.
9. The contractor shall communicate to the DTRTI the names, parentage, residential addresses, age, photograph, proof of the identity and proof of address etc. of the Security personnel deployed.
10. The Contractor shall get the police verification done of the credentials of the workforce to be employed by him in the Institute and keep the original thereof with him /them for production to the Institute as and when desired. However a certified copy of police verification shall be submitted to the Institute.
11. Security personnel should not smoke or indulge in any unhygienic activities at any public place which is prohibited under the law.
12. Security personnel shall maintain an in and out duty register for themselves.
13. Security personnel shall be responsible for physical verification of the persons of other service providers/contractor engaged in the campus going in and outside the premises and maintain their in and out record.
14. Security personnel shall be responsible for proper entry of the visitors and vehicles after receiving due permission from concerned officials/contractors/hostellers over intercom / phone. The Security personnel should ensure that no person enters into the premises unauthorisedly. They shall maintain records of visitors along with the vehicles which enter the Institute. They shall also ensure that vehicles are parked only in the designated parking area.
15. 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.

ort to the Institute in periodical checking of all fire extinguishers and  
s.

17. Security personnel shall be responsible for maintenance of key register and maintenance of key records.
18. Security personnel shall ensure that no beggar, salesman, or animal enters in the premises or hawkers put their shops/stall near the boundary walls of the Institute.
19. All the gates must be kept closed after 7.30 PM on weekdays and on, Saturday, Sunday and other holidays at 4.00 pm or as per the instructions from the DTRTI administration.
20. It shall be ensured by the security personnel that after the office hours, all the gates and doors of the Administrative block and Hostel are properly locked.
21. 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 DTRTI Lucknow shall accrue implicitly and explicitly.
22. The contractor shall keep DTRTI Lucknow indemnified against all the claims whatsoever in respect of the employees deployed by the contractor at various points.
23. The contractor shall maintain proper records of the attendance of the security personnel engaged by it for rendering security services which shall be produced daily before the Administrative Officer for verification and the Institute shall recover one day's wages per day per person for short supply/deployment of security personnel.
24. The Security personnel shall be deployed on rotation basis. 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.
25. The contractor will be paid the contracted amount per month for the above services and except the above amount this institute 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 Institute 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.

Minimum Wages Act and other applicable enactments, rules and  
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.

27. The Contractor shall be solely and exclusive 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.
28. 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 Institute and said persons shall accrue implicitly or explicitly.
29. The Contractor shall be duty bound to obtain and possess all the statutory registrations, licenses, 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 DTRTI as and when required. In case the contractor fails to do so, the contract shall be terminated.
30. The Contractor agrees and undertakes to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the State/Central Govt. or any local body or any other authority.
31. The Contractor shall be responsible for any damage to the land & buildings, equipments, furniture & fixtures, vehicles, other items and articles within the DTRTI premises if such damage in the opinion of the Institute 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 DTRTI such amount in respect of such damage as may be assessed by DTRTI.

- term of contract, the contractor will be liable to reimburse the DTRTI / fine imposed on the DTRTI 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.
33. The DTRTI 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 within 30 days of submission. 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 DTRTI which is attributable to the contractor, and
    - c. Any other charges (penalties and other deductions etc.).
34. 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.
35. 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 Institute. They shall be allowed to use the toilet facilities also.
36. Annual maintenance of the equipments provided by the Institute to the Contractor will be the Institute's responsibility.
37. Any change in the constitution or ownership of the concern of the contractor shall be notified forthwith by the contractor in writing to the DTRTI 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.
38. Any change in staff/guard/supervisor of the contractor must be informed to the campus supervisor and Administrative Officer of the Institute immediately.
39. The DTRTI reserves the right to reject any particular guard/staff /supervisor employed by the

- reason thereof. Such staff will have to leave the campus at short  
suitable substitute. The Contractor shall furnish a detailed list of his  
employees along with their addresses, photo identity proof to the Campus Supervisor and  
Administrative Officer of the Institute.
40. The security personnel /other workers of the contractor shall have no right to stay in the campus beyond their duty hours.
  41. The E.M.D. (i.e.Rs.15,000/-) submitted by the Contractor with the pre-qualification bid, would be held by the Institute as Security Deposit and shall be refunded upon furnishing the performance bank guarantee and signing the contract. No interest shall be payable by the Institute on EMD.
  42. The contractor will be required to deposit a **Performance Bank Guarantee from a Scheduled Commercial Bank @ 10%** of the annual value of the contract as security for due fulfillment of the contract. The Bank guarantee should be executed in the proforma in **Annexure-3**. It should be valid till the expiry of twenty four (24) months period after the date of awarding the contract by the DTRTI. The bank guarantee must be submitted within 10 days from date of award of contract. This security shall be liable to forfeiture in the event of any breach or non-observance of the terms of the contract by the contractor or premature termination of the contract on part of the contractor for any reason. The performance bank guarantee will be renewed by the contractor, if the contract is extended after the normal expiry period of the contract.
  43. 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 Institute shall impose a penalty of Rs. 500/- per person per day for short deployment of staff.
  44. The Institute 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.
  45. 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.

- Contractor shall be liable for a period of one year from the date of execution of the contract for a period of maximum twelve months at a time after a review of Contractor's performance at the sole discretion of the DTRTI on the same terms and conditions.
47. 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, the DTRTI may forthwith terminate this Contract summarily without previous notice to the contractor and Contractor shall have no claim whatsoever against DTRTI or any of its officers in consequence of such termination.
  48. In case the Contractor assigns or sub-contracts this contract to some other person or attempts to do so, the Institute shall have the right to terminate the agreement without giving any notice to the contractor.
  49. The DTRTI 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 the DTRTI 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.
  50. On termination of contract by the Institute for any reason whatsoever, the Institute 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.
  51. The Performance Bank Guarantee will be released by the DTRTI on the expiry of the contract only if all the articles have been handed over to the DTRTI and 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, the DTRTI may, at its discretion, recover the same amount from the Performance Bank Guarantee.
  52. The Contractor shall co-operate with the other Contractors/service providers and their workers working in the campus.



Your complimentary  
use period has ended.  
Thank you for using  
PDF Complete.

nder, December 2011

[Click Here to upgrade to  
Unlimited Pages and Expanded Features](#)

contract shall be subject to the jurisdiction of Courts of Lucknow

54. 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 Director/ Commissioner, DTRTI Lucknow 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.

**REGIONAL TRAINING INSTITUTE,  
“PRAGYA”, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**

**Eligibility and Qualification Criteria Details for Outsourcing of Security Services**

1.	Name of the concern	:
2.	Complete Address of the concern (with telephone No. , Fax & E-mail)	
3.	Complete Names and addresses of the Partners/Directors/Proprietor with mobile no. (in of firm/company/proprietorship)	:
4.	Contact person(s) (with mobile number)	:
5.	Whether the concern has experience of at least five years in providing Security Services in Government organizations/ Government undertakings/ reputed banks. If yes kindly provide proof in case of any 01 Central Government organization.	: Yes/No
6.	Please furnish the copy of ISO 9001 certification	
7.	Whether the concern has turnover of at least Rs. 1 Crore per year during the last two financial years i.e. FYs 2009-10 & 2010-11. If yes, attach the certified copies of accounts for the years.	: Yes/No
8.	Whether the concern possesses all the statutory/non- statutory registrations, permissions,	: Yes/No

Click Here to upgrade to Unlimited Pages and Expanded Features

	<p>authorities for s as per the terms and conditions of the bid document.</p>	
9.	<p>Whether the concern has at least two “Satisfactory Performance Certificates” from Government Organizations/ Government Undertakings /Reputed Banks (with whom the bidder had Contracts over Rs. 05 Lacs during Financial Years 2010-11 and/or 2011-12</p>	<p>í í í í í í í .</p>
10.	<p>Whether the affidavit (on the stamp paper of Rs. 100/-) regarding the fact that the persons employed by the contractor for the above work shall be the employees of the bidder for all intents and purposes is submitted</p>	<p>Yes/No</p>
11.	<p>Details of Earnest Money Deposit</p>	

**DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. In case any deviation /discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted.

(Signature of owner or authorized Signatory with date)

**REGIONAL TRAINING INSTITUTE,  
“PRAGYA”, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**  
**Financial Bid for hiring of Security Services**

1.	Name of the concern	:	
2.	Complete Address of the concern (with telephone No. , Fax & E-mail)		
3.	Names and addresses of the Partners/Directors /Proprietor with mobile no. (in case of firm/company/Proprietorship)	:	
4.	Contact person(s) (with mobile number)	:	
5.	Permanent Account Number (attach copy)	:	
6.	Service Tax Registration Number(attach copy)	:	
7.	Whether the concern possesses all the statutory/non- statutory registrations, permissions, approvals etc. from the competent authorities for providing required security services as per the terms and conditions of the bid document.	:	Yes/No
8.	(a) Charges for security personnel per month with following bifurcation - :\		
	Category	Charges per Worker per month (Inclusive of all amounts legally payable to worker e.g. PF, ESI etc. ) to be mentioned in clear & specific manner	Number of Workers to be Employed
	Guards		Total Charges per Month
	Gunmen		
	(b) Commission/service charges of the concern per month		
	(c) Total charges per month (a+b)		



Your complimentary  
use period has ended.  
Thank you for using  
PDF Complete.

nder, December 2011

[Click Here to upgrade to  
Unlimited Pages and Expanded Features](#)

	(if
Total Amount to be paid by the DTRTI per month	

**DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. I further certify that I shall abide by the provisions of the Minimum Wages Act. In case any deviation/discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted.

(Signature of authorized Signatory with date)

