

# DIRECT TAXES REGIONAL TRAINING INSTITUTE

110, SHANTIPALLY, KOLKATA - 700 107.

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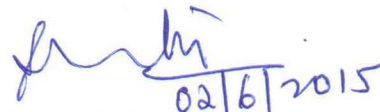
Tender No. 06

Tender No. DTRTI/Kol/Security/2015-16/659

Date:- 02/06/2015

## INVITATION TO BID FOR OUTSOURCING OF SECURITY SERVICES

1. Direct Taxes Regional Training Institute, Kolkata ( a Division of National Academy of Direct Taxes, Nagpur) invites bids from Agencies having at least 2(three) years' experience as on 31-03-2015 in providing security services in Government Offices or Government Undertakings and/or Corporate Sectors. The Agency should have annual Turnover of at least Rs.100 Lakhs for each of the Financial Years 2013-14 & 2014-15.
2. The Security services shall be required to be provided at the new G+10 storied building of Direct Taxes Regional Training Institute, Kolkata, at 110, Shantipally, E. M. Bypass, Kolkata - 700 107, tentatively from 01-07-2015. 9(nine) Security guards will be required to be deployed everyday (3 guards per shift).
3. Interested Agencies (Bidders) may either download the Bid document from the website [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) or may collect it from the Additional Assistant Director (Admn.), Office of the Director, Direct Taxes Regional Training Institute, Kolkata having office at 3<sup>rd</sup> Floor, 110, Shantipally, Kolkata - 700107 on any working day from 03-06-2015 to 24-06-2015 between 11:00 AM to 5:00 PM.
4. The properly filled up Bid document along with requisite Earnest Money deposit and duly filled in annexure shall be submitted by the Bidders in a Wax sealed Envelope superscripted as "**Tender for Security Services**". The Bid documents shall be submitted latest by 5:00 PM on 25-06-2015. The bids will be open on 26.06.2015 at 11.00 AM. The Bidders shall deposit the bid document only in the "**Sealed Tender Box**" meant for the purpose of accepting the bid documents. Only whose bids which are found in the "**Sealed Tender Box**" shall be considered for award of Tender.

  
02/06/2015

( Sunita V Langstieh )

AAD, DTRTI-3 (Trg, & Admn.)

Direct Taxes Regional Training Institute, Kolkata

## SECTION - I

### ELIGIBILITY OF THE BIDDERS

1. Any Agency (hereinafter referred to as Bidder) which may be a Proprietorship firm, Partnership firm, an Indian Company or any other legal entity engaged in providing Security Services to its clients. Such entities which are empanelled/registered with Director General Resettlement (DGR) and possess the required licenses/registrations under the Central Government or State Government, such as Private Security Agencies (Regulation) Act 2005, etc. shall be preferred subject to their fulfilling all the terms and conditions of the Bid document.
2. The Bidder should have been engaged in the business of providing Security Services for at least 2 years as on 31-03-2015 and clientele should include Government Offices or Govt. Undertakings and/or Corporate Sector.
3. The Annual Turnover of the Bidder must be at least Rs.100 Lakhs for last two Financial Years i.e. 2013-14 & 2014-15.
4. The Bidder is not involved in any criminal proceedings and no criminal case should be pending against the bidder. The Bidder is not debarred or black-listed by any authority earlier.
5. The Bidder shall engage only those Security Guards who are trained in Fire Safety Operations. The Age of Guards should not be more than 45 Years as on 30-06-2015. While on duty, they shall always be in Uniform.
6. The Bidder should have the capacity to provide the Security Services as detailed in the scope of work from 01-07-2015 for a continuous period of 1 year i.e. till 30-06-2016.

7. The Bidder must have the following registrations/license.
  - a. PAN (Permanent Account Number)
  - b. EPF (Employees Provident Fund) or RPF (Recognized Provident Fund) Registration.
  - c. Service Tax Registration.
  - d. ESI Registration.
  
8. The Bidder should be able to provide additional guards, if required temporarily, at any time after the award of contract and during the currency of the contract. The payment for such Additional Service will be made on pro-rata basis.
  
9. The Bidders would be required to deposit Earnest Money of Rs.50,000/- (fifty thousand only) in the form of '**crossed demand draft**' drawn in favour of "**ZAO, CBDT, Kolkata**". The Earnest Money should be submitted along with the bid document. The demand shall be drawn on any commercial bank payable at Kolkata.
  
10. All pages of the Bid document shall be signed by the Bidder or his Authorized Signatory with proper seal. Incomplete Bid document (whether unsigned, incorrectly filled, partly filled or otherwise) or Bid document without the requisite Earnest Money or Bid document not submitted in the "**Sealed Tender Box**" or Bid document not '**wax sealed**' will not be entertained.
  
11. The successful bidder shall be required to furnish Performance Guarantee of Rs.1,00,000/- (One lac only) in the form of '**crossed demand draft**' drawn in favour of "**ZAO, CBDT, Kolkata**", within 10 days from the date of receipt of letter of award of the Contract. On successful completion of the contract the Performance Guarantee shall be returned within 10 days from the last day of the contract. No Interest shall be payable by DTRTI on this Performance Guarantee. The demand shall be drawn on any commercial bank payable at Kolkata.

## SECTION - II

### SCOPE OF WORK

1. The Successful Bidder (hereinafter referred to as Contractor in this section) shall provide Security services by deploying trained Security Guards preferably ex-servicemen to safeguard the new premises of Direct Taxes Regional Training Institute, Kolkata (hereinafter referred to as DTRTI) at 110, Shantipally, E. M. Bypass, Kolkata - 700107, the moveable and immovable assets, equipments, any other materials at the above address from any thefts or damage in any form or manner.
2. The Contractor shall also ensure the safety of the employees of DTRTI, visitors, guests or any other persons at the above address.
3. The services of Security guards shall be required on all days round the clock including Holidays. Three (3) Security guards per shift for three shifts shall be deployed per day at the above address to safeguard its men and material.
4. The Security guards deployed should be in proper uniform. The uniform shall be provided by the Contractor for which there shall be no extra payment over and above the contract amount. They shall be responsible for ensuring that the water taps/lights/ACs or other electrical appliances are not left open or on after the schedule working hours on normal working days as well as on holidays, as the case may be.
5. The Security guards shall be required to take regular rounds of the premises to maintain vigil and remain alert. In case of any loss or theft in the above address the matter shall be immediately brought to the notice of the Authorized Officer of DTRTI. The Security Guards should assist the Officers and employees of DTRTI during investigation of any incident relating to security.
6. If it is found that any loss or damage has resulted to DTRTI due to the negligence of the Security guards, then the Contractor shall be responsible for making good the loss suffered by DTRTI, Kolkata.
7. Only such Security guards should be deployed who are duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at DTRTI.
8. The educational qualification of the Security guards should be atleast that of H.S. standard. They should have working knowledge of English, Hindi and Bengali. They should be well mannered and disciplined. They shall not leave the post until relieved by another Security Guard.

## SECTION - III

### INSTRUCTIONS TO BIDDERS

1. The Bidders shall be required to submit the duly filled up Annexure-A containing the Bid for the Security Services.
2. Section-I, Section-II, Section-III and Section-IV along with Annexure-A together constitutes the bid document. The Bidders shall submit the properly filled bid document and shall sign in every page of the bid document before submitting the bid document. On the scheduled date of opening of tender the bidders shall either personally or through their Authorized Representative appear to witness the proceedings. No Authorized Representative shall be allowed to represent the bidder unless an Authorization letter certifying the signature and photograph of the Authorized Representative is produced by him.
3. Any attempt to influence the Officers or employees of DTRTI by the bidder either directly or indirectly shall result in rejection of the Bid submitted by the Bidder.
4. The Bidders shall ensure that no Lady Security Guard is deployed during Night Shifts.
5. The Bidders are not entitled to modify any of the terms and conditions and put forth their own conditions. Any attempt by the bidders to do so would render the bid to be summarily rejected.
6. The Bidder shall be required to enclose with the bid document, Earnest Money (EMD) of Rs.50,000/- in the form of Crossed Demand Draft drawn in favour of "ZAO, CBDT, Kolkata". Any bid without the requisite Earnest Money shall be summarily rejected. The EMD of all bidders other than the Successful bidder shall be returned within 3 working days. The EMD of the Successful bidder shall be returned within 15 days subject to the satisfactory deposit of Performance Guarantee by such bidder.

7. The Bidders should adhere to the time schedule of collecting and deposit/submission of the Bid. They should ensure that the Bid is submitted in time. DTRTI will not be responsible for any delay caused in submission of the Bid by the Bidder for whatever reasons.
8. The bid shall remain valid for a period of 90 days after the opening of the bid.
9. In case, the last day for submission of the bid is declared as a Holiday, the next working day shall be treated as the last day for submission of the bid. The bidder shall be required to provide the Security Services on and from 01-07-2015. Should the DTRTI require the services of Lady Security Guards during certain festivals or occasions, the bidder shall be able to provide the same.
10. The Bidders shall carefully quote the daily charges and monthly charges for providing the Security Guards. The quote in Figures and in Words should match. In case of mismatch of the quoted amount in Figure and Words the quote which is lower shall be treated as the quote.
11. The Bidder shall while quoting the amount of charges (daily and monthly charges) ensure that there is no violation of labour laws. The rates quoted shall not be less than the rates of Minimum Wages as specified by the State Government.
12. Successful bidder shall be determined on the basis of lowest quote subject to fulfilling all Terms and conditions by the Bidder. In case, two or more bidders have quoted the same quote, the bidder with the higher turnover as declared in the Return of Income relating to the Financial Year 2013-14 shall be preferred for the award of Tender. Letter for award of the Tender will be issued immediately thereafter.

## SECTION - IV

### TERMS AND CONDITIONS

1. It shall be the responsibility of the Contractor to ensure that no unauthorized person enters the DTRTI premises. In case of any doubt, the Security Guards shall immediately contact the Officers of DTRTI.
2. The Contractor shall deploy Security Guards with clear antecedents. In case it is found that the Security Guards deployed is/was involved in any criminal case, a penalty of Rs.500/- per day during the period of such deployment at DTRTI shall be recovered from the Contractor.
3. The Contractor shall be responsible for providing Security Guards with Uniforms. The Cost of uniform shall be borne by the Contractor. Any article to be used by the Guards like torch, baton, whistle, cells for torch etc. shall be provided by the Contractor for which the Contractor may quote the charges in the bid. However, stationery items if any, may be provided by DTRTI if the same is requisitioned in writing.
4. The Contractor shall ensure that only such Security Guards who satisfy the Eligibility conditions as mentioned against point 5 in Section-I are deployed for duty.
5. The Contractor shall submit a list of the Security Guards to be deployed along with the names, addresses, contract numbers, copy of PAN card, Voter I-Card/Aadhar Card, a Passport Size Photograph and a declaration by the guard as well as by the Contractor that, no criminal case is pending against him and there was no criminal case against him at any point of time.
6. The Contractor shall ensure that the Security Guards deployed maintain a sound health for carrying on the duty of Security Guard.
7. The Security Guards shall maintain an attendance register and shall produce the same for inspection of the designated DTRTI Officer for verification as and when desired by him.
8. The Security Guards shall not allow any materials to be brought into the DTRTI Building without verifying the challans of such materials. Similarly, they shall also not allow any materials to be taken out of the DTRTI building without a proper gate pass signed by an officer of DTRTI authorizing such action.

9. The Security Guards shall at all times maintain high standard of discipline and should be wholly trustworthy. The behaviour of the guards towards the officers or other employees of DTRTI or Income Tax Department or any visitor or guest shall be pleasant. The Contractor shall replace any guard against whom any report of indecent behavior is brought on record, in writing, to the knowledge of DTRTI.
10. The Security Guards shall ensure that no Salesperson or Canvasser or beggar or any unauthorized person enters the building without the written permission of any officer of DTRTI. Any violation in this regard would result in a penalty of Rs.200/- for each such default. The penalty shall be deducted from the monthly bill of the Contractor.
11. The Contractor shall ensure that all the dues of the Security guards as well as the Government in the form of Salary, Taxes, Service Taxes, RPF/EPF contribution, ESI contribution etc. by whatever name called are paid within the permissible time limits. Any failure to do so may cause termination of the Contract forthwith. In case the Contract is terminated in such circumstances, the Performance Guarantee shall be forfeited and the Contractor shall be debarred from participating in any future tender of DTRTI.
12. The Contractor shall ensure that there is no violation of any Central or State Act or violation of any rules laid by any Local Authority by whatever name called. In case of any such violation the Contractor shall be solely responsible for the consequences. Any Penalty, Fine, Interest etc. resulting due to such violation shall be solely met by the Contractor.
13. The Contractor shall be wholly responsible for any loss or damage to any people and property arising due to the negligence of the Security Guards. The Contractor shall be required to make good such loss or damage.
14. The Contractor shall ensure that the Security Guards render all possible help during any natural calamity or during any emergency situation when their help is sought by DTRTI for ensuring safety of men and material.
15. The Contractor shall ensure that the bid submitted do not contain erroneous information. If at any time during the currency of the Contract it is found that the Contractor has provided wrong information in the bid then the Performance Guarantee shall be forfeited and a Penalty at the rate of Rs.500/- per day from the date of acceptance of the award of Contract to the date on which such erroneous information is brought to light shall be imposed on the Contractor and recovered from the Contractor.

16. The Contractor shall be required to enter into an agreement immediately on the award of the Contract. The agreement would be prepared on the basis of the Terms and Conditions referred to in Section-I to Section-IV of the Bid Document.
17. The Contractor shall have no right whatsoever to sub-contract the Contract awarded to him. The Security Guards deployed shall not be changed without prior information to DTRTI.
18. The Security Guards shall have no right to stay in the DTRTI premises beyond their duty hours or before commencement of duty hours.
19. If any Security Guard is found to attend his duty late, absents himself and found in improper dress then a penalty of Rs. 500/- for each such late attendance, absence or dressing improperly will be imposed and shall be recovered from the Contractor.
20. The Contractor shall be provided with space for storing the articles or other equipments of the Security guards for performance of duties.
21. The Contractor shall ensure that no Security guard smokes or consumes tobacco while on duty or while they are in the DTRTI premises. It should also be ensured that the deployed Security guards are not under the influence of any intoxicating materials while they are on duty. Any complain in this behalf would render the Guard unfit for future deployment at DTRTI.
22. DTRTI shall be entitled to recover from the contract amount any tax, cess, duty or any other Government dues by whatever name called required to deduct at source or otherwise. It shall also be entitled to recover and remit any Government dues by whatever name called from the Contractor. However, any such action or recovery and remittance by DTRTI shall be resorted to only when the Contractor fails to comply with any statutory law or rule. In such circumstances, the Performance Guarantee shall stand forfeited and the recovery of the amount to be remitted shall be made from the outstanding dues of the Contractor.
23. DTRTI shall have the right to terminate the contract if it is felt any time during the currency of the Contract that the Services of the Contractor are not up to the desired level or if the Contractor has violated any legal provision. In deciding as to what constitutes 'desired level' the decision of the Director, DTRTI would be final. In such a situation, a notice of 45 days shall be given by DTRTI for such termination.

24. The Contractor shall also have the right to terminate the contract if there is an inordinate delay (more than 30 days from submission of the bills) in making payment of the dues of the Contractor or for violation of any legal provision by the Contractor. Such Termination of the Contract can be resorted to by the Contractor by giving 45 days notice to DTRTI.
25. The contractor shall provide the Security Guards with requisite number of batons, torches with batteries, umbrellas and whistles for smooth functioning.
26. The Contractor shall be required to submit bills in triplicate within 5 days from the end of the month in which the Security service is provided. DTRTI will immediately take steps to process the bills so that the contracted amount is paid in time (within 30 days from the submission of the bills) after deduction of tax at source or any other Government dues.
27. The decision of DTRTI in respect of interpretation of the Terms and Conditions of the Agreement shall be final and binding on the Contractor.
28. In case any dispute between the Contractor and DTRTI could not be resolved by mutual discussion, the matter may be referred for Arbitration by a Sole Arbitrator to be appointed by Director, DTRTI. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
29. Any unresolved dispute between the Contractor and DTRTI would be tried under the jurisdictional Courts.

**Annexure - A**

1. Name of the Concern (Bidder) : \_\_\_\_\_
2. Address : \_\_\_\_\_  
(Including Contact No.s & email) \_\_\_\_\_  
\_\_\_\_\_
3. Names and Addresses of the Partner(s)/Director(s)/Proprietor (With contact details) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. The Turnover of the Concern for F.Y.-2013-14 F.Y.-2014-15  
(Attach copies of Final Accounts)
5. Whether the concern is engaged for at least 2(two) years as on 31-03-15 in providing Security Services and whether the clientele includes Govt. Offices/Undertakings and or Corporate Sector. : Yes/No
6. Is any criminal case is pending against the Proprietor/Partners/Directors of the Concern or whether they were at any time involved in any criminal case.: Yes/No
7. Whether the Bidder agrees to all the Terms and Conditions as are referred to in Section-I, Section-II, Section-III and Section-IV of the Bid Document. : Yes/No
8. Whether the concern possess all the Statutory/non-statutory registrations, permissions, approvals etc. from the Competent Authorities for providing Security Services as per terms and conditions of the bid document. : Yes/No

9. Has the Bidder been ever debarred or black-listed by any organization. If yes, Give details. : Yes/No
10. Permanent Account No.(PAN) (Enclose copy of PAN) : \_\_\_\_\_
11. Service Tax Registration Number (Attach copy) : \_\_\_\_\_
12. ESI Registration No.(Attach copy) : \_\_\_\_\_
13. EPF/RPF Registration No. : \_\_\_\_\_
14. Details of Earnest Money Deposit : Amount: \_\_\_\_\_  
D.D.No. & Date \_\_\_\_\_  
Name of Drawer Bank & Branch:- \_\_\_\_\_
15. Rate of Wages and other charges per shift (8 Hours) per Security Guard(Including all Charges but excluding Service Tax). Break Up of the charges shall be furnished. : \_\_\_\_\_
- Total Monthly Charges : \_\_\_\_\_  
(To be calculated at above rates and to be mentioned both in figures & words) : \_\_\_\_\_

DECLARATION BY THE BIDDER

I/We hereby certify that the information furnished above are true and correct to the best of my/our knowledge and belief. In case any discrepancy is found in the above statement at any stage, the contract shall be liable to be terminated.

I/We also certify that the quotes have been quoted after understanding properly the terms and conditions as are laid in Section-I to Section-IV of the Bid Document.

I/We further certify that I/We, in my/our capacity as \_\_\_\_\_ of \_\_\_\_\_ am/are entitled to submit the bid.

Date:  
Place:

\_\_\_\_\_  
(Signature of the Proprietor/Partner(s)/Director(s) or the Authorized Signatory with Name in Block Letters, Date & Seal)