

DIRECT TAXES REGIONAL TRAINING INSTITUTE

e-mail: dtrti.bang@gmail.com

F.No.1/56/Admn/Security/2012-113

Dated: 09.07.2012

**NOTICE INVITING TENDER FOR PROVIDING
SECURITY SERVICE TO DIRECT TAXES REGIONAL TRAINING INSTITUTE, Bangalore
(Jalahalli Campus)**

The Direct Taxes Regional Training Institute, Bangalore (herein after referred to as (DTRTI) invites sealed quotations from reputed agencies rendering security services. Tender forms along with terms and conditions can be obtained from the Office of the CIT (DTRTI), Admin Block, DTRTI, Plot no.17, Near HMT watch factory, Jalahalli, Bangalore 560 013. The details can also be downloaded from the website www.incometaxindia.gov.in and incometaxbangalore.gov.in

The completed tender form shall be submitted at DTRTI latest by 05.00 pm on 20.07.2012.

The quotations received will be opened on 24.07.2012 at 03.00 pm in the presence of the Committee constituted for the purpose by the CIT (RTI), Bangalore

(I Satish Kumar)
Joint Director (Trg.) (Admn)

DIRECT TAXES REGIONAL TRAINING INSTITUTE

Plot No.17, Near HMT Watch Factory, Jalahalli, Bangalore-560013

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F.No.1/56/Admn/Security/2012-13

Dated: 09.07.2012

NOTICE INVITING TENDER FOR HIRING OF SECURITY PERSONNEL FOR DTRTI, Bangalore (Jalahalli Campus)

The Direct Taxes Regional Training Institute, Bangalore (hereinafter referred to as (DTRTI) invites sealed quotations from reputed agencies who are engaged in the business of providing security services.

I.SCOPE OF WORK

1.1 Brief on campus and security outline:

- i. The bidders are required to provide 24 x 7 x 365 days security of Direct Taxes Regional Training Institute [DTRTI] campus at plot no.17, Peenya Plantation 'B', Near HMT watch factory, Jalahalli, Bangalore-560017.
- ii. The campus of 2.8 acres comprises of 1) Administrative block with basement parking of ground plus five floors 2) Hostel block with ground plus six floors 3) pump house 4) sewage treatment plant and organic waste converter plant 5) Security room.
- iii. To facilitate remote monitoring of the campus, Closed Circuit Television Cameras [CCTV] have been placed at strategic points within and outside the buildings covering all corners of the campus. The entry into the Administrative block and its basement parking facility are restricted only to persons that are issued 'access card' or the 'smart card'. The entry to pump house and sewage treatment plant facilities are also restricted in access to only authorized persons identified by the Officer in-charge at DTRTI. However, there are no such restrictions imposed for movement within the hostel block.
- iv. The campus is to be used as residential training establishment of the Income Tax Department. The training activities, consisting of short [minimum one day] and long [maximum 3 months] duration courses, are held almost throughout the year. The participants in these training comprise of all cadres of the Income Tax Department as well as from other public and private establishments across the country. Outstation participants will be residing within the campus during the training sessions while others,

including faculty and administrative staff, will be in the campus during the working hours. The facilities of the DTRTI campus comprising of housekeeping, catering, hostel reception, gardening and laundry services are managed by outsourced Facility Management service personals. Some of them will be staying within the campus for managing hostel reception and catering services.

v. Security Outline

To control the function of building / campus security the following procedures are to be followed

- a) Set up written Admittance and gate protocols
- b) Visitors entry protocol for the building
- c) Vehicle entry protocol for the building
- d) Contractor admittance procedure.
- e) Security guard patrolling procedures
- f) Security guard reporting system
- g) Random check function of security guard
- h) Perimeter security rounds at night
- i) Monitoring of CCTV System and report
- j) Up- dating relevant log
- k) Material IN / OUT gate - pass

1.1.2 The scope of work for the bidders includes the following tasks:

- 1. Manning the main campus entrance gate 24 hours x 7days a week x 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
- 2. Watch sensitive areas through CCTV and manual patrol. The following are considered sensitive areas:
 - a. Guard room with CCTV
 - b. Main IN / EXIT Gate
 - c. Admin block basement
 - d. Drive ways
 - e. HT yard
 - f. Rear sides of the building
 - g. Sub stations and Fire pump rooms
 - h. STP & Organic Waste converter Plant

- i. Lift lobbies.
 - j. Terraces
3. 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.
 4. Security personnel have to carefully guard and monitor full-fledged Fire Fighting systems of the campus and assist Fire Department in case of Emergency
 5. Preventing unauthorized carrying in and out of any material from 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
 6. Maintaining logbook of events noticed or un-authorized materials found in possession while frisking of persons and vehicles of Facility management service providers and other persons notified by the officer in-charge at DTRTI
 7. Ensuring incoming/outgoing materials to have authorized signatory and gate pass. Otherwise materials are neither allowed inside nor allowed to go out.
 8. Maintenance of copy of all gate passes of material movements in appropriate files.
 9. Admittance of personnel other than DTRTI staff, Outsourced Employees inside the building shall be at the discretion of Security Manager. The security officer / guard to ascertain the authorization of visitors, vendors and customers, etc by telephonically calling the DTRTI officials for authorization for their entry
 10. Upon authorization, the security guard will request the above mentioned to enter the visitors book with contact particulars and full address
 11. All vehicles entering the gate shall be subjected to thorough check and with Under chassis mirror
 12. Vehicle speed inside the campus is restricted to 15 km / hr. Disciplinary action, in the form of not being allowed in the building thereafter, shall be taken against vehicles / drivers exceeding the speed limit
 13. Gate protocols for visiting dignitaries such as, govt. officials, distinguished guests of DTRTI shall be done with liaison officer as designated by the concerned representative.
 14. Issuance of access card to the Admin block after office hours and on holidays, at special request from DTRTI officials, will be done after capturing full particulars of the person in the software.

15. 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 movements or images noticed during the monitoring and other related actions.
16. Required to take periodic backup of the stored CCTV images in removable data storage devices and secure it safely for future retrieval as and when need arises. The protocol for this should be finalized after discussion with DTRTI.
17. Drugs & Liquor are prohibited inside the campus. The entire campus is declared as "Smoking free zone". Strict disciplinary action to be initiated against offenders
18. Ensuring staff do not consume eatables or drinks while using pathways, driveways, Lift lobbies and in building areas
19. Ensuring staffs do not enter the unauthorized areas such as Electrical LT room, DG rooms, Fire plant room and HT yard.
20. Reporting on malfunctions of DTRTI assets, shortfalls noticed in facility management services or notice of untoward incidents to the officer-in-charge or the designated Helpdesk
21. Manning the reception desk of Administrative block between 08:30 am to 05:30 pm on all working days of the DTRTI. The duties at the reception desk include:
 - a. Computerized registration process of all training participants and visitors to this block
 - b. Programming and Issue of 'smart card' or 'access card', after entering their personal particulars in the software, to all those who are required to enter the admin block.
 - c. Keeping total control of the access cards and its related equipments
 - d. Collecting back and deactivation of cards from all those who quit the campus after their training or at the end of their official assignment.
 - e. Monitoring the CCTV images through the monitor kept at the reception desk during office and non-office hours
 - f. Managing the reception desk display board data through computer based on message received from the Officer in-charge at DTRTI
 - g. Answering all queries from visitors and telephone enquiries.
 - h. Permit access to basement parking area to those who have surrendered their access card by monitoring through the 'look at me' camera.
 - i. Managing fire alarm, fire announcing, and fire fighting equipments system in an emergency during office and non-office hours
 - j. Maintenance of complaint log book
 - k. Checking of material movement out of the Admin block with respect to the gate pass issued by the authorized DTRTI officials and maintenance of such data in register (Computerized & Manual)
 - l. Switching off the lights in unoccupied areas

1.2 Equipments to be provided

The basic equipment requirement for the security staff deployed should be as follows;

1. Baton
2. Forehead fastened battery operated powerful search light
3. Under chassis inspection mirror
4. Metal detectors
5. Walky-talky for communication between the guardroom and the patrolling guard.
6. First Aid Kit

1.3 The qualification requirement of the manpower deployed should be as follows:

General

The personnel to be deployed by the bidder should have the following:

1. Should have passed at least Secondary School or equivalent exam.
2. Should be between 25-50 years of age.
3. Should have at least 5 years experience of the job in some vital institution.
4. Should be medically fit for the job.
5. Should have knowledge of fire fighting and basic operation of computer and electronic surveillance gadgets.
6. Should have good character.
7. They should have been on the employment roll of the bidder for a minimum of six months before their deployment to the DTRTI site.
8. They should also satisfy the qualification requirement laid down in the 'Scope of work'

Special:

A. Reception Desk

1. The reception desk personnel should be able to read, write and speak in English with fluency. Knowledge of Kannada and Hindi is desirable
2. Should have good working knowledge on computer and should be capable of handling any computer program, access control, CCTV and fire fighting equipments with reasonable training.
3. Should be young, having pleasing personality and should be smartly dressed (Uniform as approved by the DTRTI).

B. Security gate

1. Personnel at security gate should be able to communicate in English, Hindi and Kannada language.
2. Should be able to work with computer, monitor and control CCTV cameras, handle fire fighting equipments with reasonable training from authorized persons.
3. Should be trained in self- defense, to attack, disarm, disable and capture any intruder
4. 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

1.4 Manpower requirement

Location	No of security personnel	No of security supervisor	No of shifts	Total no of personnel
Security entrance gate	1	1	3	6
Reception desk	1	-	1	1
Campus patrolling	1	-	3	3

2. TERMS AND CONDITIONS**A. General**

- i. Security personnel are required on contract basis for the buildings/premises of DTRTI, Bangalore at Jalahalli campus. The successful bidder will have to enter into an agreement for the services to be rendered.
- ii. Terms of Agreement: For **Two years**, extendable with the consent of DTRTI and based on performance and other factors for a maximum period of one year. The contract is tentatively proposed to be entered into with effect from 01/08/2012.
- iii. The entire work included in the contract shall be executed by the successful bidder and shall not, directly or indirectly, be transferred, assigned or underlet or any part shared nor shall they take a new partner without the written consent of DTRTI
- iv. A person deployed for any shift on a particular day shall not be put to duty on any other shift on the same day at any other site of the bidder. If it is found that the same person is deployed for more shift(s) on the same day at DTRTI or any other site of the bidder, it will be deemed that no person has been deployed and also a penalty of Rs.500/- will be levied for each such default.
- v. The bidder should possess all the required statutory licenses and permissions to run such service.

- vi. A single room guardroom cum office will be provided for the legitimate use by the successful bidder for execution of the work under the contract. The successful bidder is responsible for any lapse in maintaining the accommodation. Penalty will be imposed for any occupancy by outsiders in the accommodation. An EPABX telephone with direct dialing facility and a direct line telephone will be provided by DTRTI for official use. A suitable place has been earmarked for the successful bidder for keeping his materials or use as a change room in the basement of the Admin Block
- vii. 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 CIT (DTRTI), Bangalore is the final authority for determining the losses or the lapse on the part of the bidder.
- viii. Security apparatus like hand-held metal detectors, Search lights, Under-chassis mirror, Communication system [walky-talky] etc shall be arranged by the successful bidder himself and shall always be in working condition. **A minimum of two hand held metal detectors and handheld walky-talky communication device shall be provided by the successful bidder and forehead fastened search lights for all security personals on night shift.** The successful bidder shall arrange the required apparatus before commencement of the agreement period.
- ix. The Department may increase/decrease number of persons required from time to time. If any person is to be deployed as per the requirement of the department, the bidder is under obligation to provide such personnel including technical personnel required for the security services.
- x. The performance of the successful bidder will be continuously monitored by the Officer In-Charge of the DTRTI or an independent agency appointed by the DTRTI.

B. Staff related

- i. The successful bidder shall provide uniform with personal protective equipment [PPE] i.e hand gloves, shoes, goggles, head gear, raincoats, winter protection jackets etc., required as per the categories of work to the guards. All the staff, supervisors and manager should sport their photo identity card prominently on their uniform. Above uniform will be supplied by the successful bidder at his own cost in sufficient members to ensure cleanliness & hygiene and successful bidder should ensure that the staff is on duty at all times in neat and clean uniform. No relaxation on wearing of uniform on any day, including holidays will be entertained by the DTRTI.
- ii. 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.
- iii. The bidder supplying the persons is responsible for the conduct of the personnel provided by it.
- iv. The bidder shall obtain a valid labor license under the Contract Labor (R&A) Act 1970 and the Contract Labor (R&A) Central Rules 1971, before commencement of the work

a copy of which he shall submit to DTRTI. He shall continue to have a valid license until the completion of work. The bidder shall also abide by and comply with 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 there under from time to time. The bidder is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/risks in relation to employees to be engaged by him. Provisions of EPF and Misc. Provisions Act 1952 & Employees Provident Fund Scheme 1952 shall be followed by the bidder in respect of staff engaged by them for performing the works of DTRTI. The persons deployed by the bidder shall always carry the proof that they have been covered under ESI, PF. Mere proof of furnishing the code number of the bidder is not sufficient. The proof of compliance shall be included in the monthly bill without which it will not be processed.

- v. **The wages payable for the staff deployed in the DTRTI campus shall be paid minimum of the Central or State Minimum Wages Act, whichever is higher and the disbursement shall be made in the presence of the Officer in charge of DTRTI.**
- vi. The Security personnel deployed shall be employees of the bidder and all statutory liabilities shall be paid by the bidder.
- vii. The persons deployed for security purposes by the bidder will have no claim for regular Government job.
- viii. The successful bidder shall indemnify DTRTI against payments to be made under and for the non-observance of the laws (if any).
- ix. The successful bidder shall furnish the name, qualification, proof of identity and effective verification of investigation into the background, antecedents, past conduct and character of each person the bidder proposes to deploy in the premises of the DTRTI at Jalahalli. Only upon furnishing these details and on satisfaction of the DTRTI will the bidder be allowed to deploy such persons. In case of any disagreement or doubt, DTRTI can seek replacement of any such security personnel and the bidder will provide an alternative within 24 hours.
- x. The successful bidder and/or his staff shall neither use nor spend any part of their duty hour on recreational or entertainment activities.
- xi. The successful bidder will ensure that their staffs employed do not loiter in the corridors, chit chat, chew pans or smoke beedies, cigarettes etc.
- xii. The successful bidder will ensure that its staff employed, other than supervisory rank staff (do not) carry their mobile phones or any other gadgets to the campus. Any communication while on duty, from the family or friends to the staff members employed within the campus shall be routed through the supervisory staff of the successful bidder.

- xiii. The staff of the successful bidder should leave the campus immediately after completion of their job on the campus. They should not be found on the campus loitering or otherwise.
- xiv. 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.
- xv. Quarterly health checkup of all personnel to be carried out by a registered medical practitioner and the medical report submitted to the Officer in-charge of the DTRTI. This is to ensure that no personnel deployed are carriers of any infectious and /or contagious diseases.

C. Start of services

- i. The successful bidder shall present himself for signing the contract along with the Performance Security in the form of bank guarantee immediately after receipt of communication of successful bid from DTRTI.
- ii. Start of services shall be made by the successful bidder immediately on receipt of work order with full strength of staff from the date of award of contract.
- iii. Start of services shall be made by the successful bidder in accordance with the time schedule specified in the work order. In case the service is not started on the stipulated date as indicated in the work order, DTRTI reserves the right to cancel the work order and/or recover liquidated damage charges. The cancellation of the work order shall be at the risk and responsibility of the successful bidder and DTRTI reserves the right to award the work at the risk and cost of the defaulting successful bidder.
- iv. The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive DTRTI of its right to recover liquidated damages as per Clause below.
- v. Should the successful bidder fail to start services, DTRTI shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by DTRTI in making alternative arrangements along with penalty of Rs.2500 per day for the delay period.
- vi. Near relatives of all Income Tax Department employees, either directly recruited or on deputation, are prohibited from participation in tenders and execution of works. In this regard certificate should be given as per ANNEXURE-1
- vii. For the scope of this tender near relations are defined as under
 - 1. Member of Hindu Undivided Family
 - 2. They are husband and wife.

3. The one is related to the other in the manner as father, mother, sons(s) & son's wife (daughter in law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & Sister's husband (brother in-law).

D. Performance evaluation

- i. The successful bidders performance will be evaluated on day to day basis based on Key Performance Indicator [KPI] devised and carried out by the DTRTI or any of the external agencies appointed for this purpose by the DTRTI. The result will be compiled periodically, but not less than one month and communicated to the successful bidder. If the performance of the contract fails to meet the standard/grade set under KPI, the successful bidder will be required to take corrective steps to improve its rating thereafter above the minimum standard fixed. Failing to achieve the minimum standard/grade consecutively for **two months** will not only attract imposition of penalty under the contract but also liable for termination of the contract.

E. Extension and Termination of Contract

- i. The DTRTI reserves the right to terminate the contract in part or in full at any time with one month's notice without assigning any reasons thereof for which no letter of reason/explanation can be sought for by the successful bidder. The DTRTI will also have the right to extend this contract on the same rates, terms and conditions at one time or in spells of lesser time period up to a cumulative maximum period of one year or till an alternate arrangement is made whichever is earlier. Any further extension on the same rates, terms and conditions will be mutually agreed upon.
- ii. The DTRTI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder terminate the contract,
 - a. If the successful bidder fails to provide the services as per the terms and conditions of this contract on the dates and on the specified times as requisitioned by DTRTI
 - b. If the successful bidder fails to perform any other obligations(s) under the contract.
 - c. If the successful bidder, in either of the above circumstances does not remedy his failure within a period as authorized by DTRTI in writing after receipt of default notice from DTRTI
 - d. If the successful bidder fails to achieve standards set as per the Key Performance Indicator [KPI] for consecutive two months.
 - e. In the event of termination of contract in pursuant of above the 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 service during the remaining period for which contract is terminated.
- iii. DTRTI may at any time terminate the contract by giving written notice to the successful bidder without compensation to the successful bidder 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. The successful bidder shall not be permitted to sub-contract any of the services.

F. Arbitration

- i. In the event of any question, dispute or difference arising under this agreement or in connection therewith, except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Commissioner of Income Tax, DTRTI, Bangalore or in case his/her designation is changed or his/her office is abolished then in such case to the sole arbitration of the officer for the time being entrusted, whether in addition to the functions of the Commissioner of Income Tax, DTRTI, Bangalore or by whatsoever designation such officer may be called (hereinafter referred to as the said officer) and if the Commissioner of Income Tax, DTRTI, Bangalore or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Commissioner of Income Tax, DTRTI, Bangalore or the said officer. 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 that the arbitrator is a Government servant or that he/she has to deal with the matter to which the agreement relates or that in the course of his/her duties as Government Servant he/she has expressed views on all or any of the matters under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his/her office or being unable to act for any reasons whatsoever such Commissioner of Income Tax, DTRTI, Bangalore or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the strange at which it was left out by his/her predecessors.
- iii. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- iv. The venue of the arbitration proceeding shall be the office of the Commissioner of Income Tax, DTRTI, Bangalore or such other places as the arbitrator may decide.

G. Force Majeure

- i. 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

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

I. Penalty

- i. In case of breach of any conditions of the contract and for all types of losses caused by the successful bidder, 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 successful bidder. However the amount of the penalty will not be more than 25% of the amount of the bill raised by the successful bidder. However total penalty of the duration for the tender must not exceed 100% of total amount of contract. The penalty will be over and above the 'no work no payment' principle.

K. Payment

- i. The successful bidder's monthly bills should be supported by muster rolls/attendance for the respective month, all daily and monthly inspection sheets of beats undertaken. These should be duly certified by the Security supervisor. If agreed manpower is not deployed, then proportionate labour wages will be deducted from the monthly bill
- ii. The successful bidder shall prefer bills of the actual work done every month by 1st of the following month along with the supporting document as mentioned in para above with proof of ESI and PF payment. The bills will be paid within 4 [four] weeks thereafter, by A/c payee cheque, payable at Bangalore and will be sent to the company address by registered post or received personally. However, any deterioration in service or non-payment of wages to its staff will not be acceptable on the plea of delay in receipt of payment.
- iii. The DTRTI shall recover at source, Income Tax on the gross bill value, payable per month to the successful bidder at the rates prescribed and remit the same to the concerned authorities.
- 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 successful bidder, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the contract of the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations. The successful bidder shall indemnify DTRTI against payments to be made under and for the observance of the laws.
- vi. The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

- 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 successful bidder along with such penalty as may be decided by DTRTI.
- viii. The successful bidder shall not petition for revision of rates tendered by him under any circumstance at any stage of work, either during execution or when the final claims are settled. The only exception to this will be on account of any statutory rules and laws governing tax rate or wage revisions.

3. TENDER PROCESS AND AWARD OF CONTRACT

Quotation should be submitted in two sealed envelopes. One envelope should contain prequalification bid [ANNEXURE-4]. The second envelope shall contain the technical-cum-financial bid [ANNEXURE-5]. The envelopes shall be marked accordingly on the top. Both the envelopes should be put in another envelope marked 'TENDER FOR HIRING OF SECURITY PERSONNEL FOR DTRTI, Bangalore (Jalahalli Campus)' addressed to the Commissioner of Income-tax, Direct Taxes Regional Training Institute, Plot no.17, Near HMT watch factory, Jalahalli, Bangalore 560 013

3.1 Pre-qualification criteria:

The agency shall satisfy the following conditions to participate in the tender process. **(Documentary proof shall be enclosed)**

- (a) The bidder (as on the date of filing the tender document) is engaged in security services contract with at least 10 (ten) reputed organizations.
- (b) At least 50 or more guards are being deployed for the last three years in two reputed organization.

3.2 Other Terms & Conditions:

- i. The quotations should reach this office latest by 05.00 pm on 20.07.2012.
- ii. The Department reserves the right to reject any or all the tenders without assigning any reason whatsoever.
- iii. At any time prior to the date of submission of bids, DTRTI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.
- iv. The amendments shall be intimated in writing, e-mail or by FAX to all prospective bidders on the address intimated at the time of obtaining of bid document from the DTRTI and these amendments will be binding on them.
- v. In order to afford reasonable time to the prospective bidders to take the amendments into account in preparing their bids, the DTRTI may, at its discretion, extend the deadline for the submission of bids suitably.

- vi. An evaluation of the firm for its reputation, infrastructure, system management & capability to provide experts for the job etc. will be done by the department before finalizing the tender.
- vii. The successful bidder has to submit a Performance guarantee @ 5% of the Annual value of the contract in the form of Bank Guarantee within ten days after receipt of communication of successful bid. The security should be in the form of irrevocable Bank Guarantee issued by a nationalized bank in favour of Commissioner, DTRTI, Bangalore and valid for a period of **26 months** from the date of execution of agreement of contract in the form provided in the Tender document at ANNEXURE-2. Such Guarantee will remain in force for the period of the contract. In case the contract is extended as per mutual agreement the period of validity of the Bank Guarantee should be for up-to two months following the period of contract.
- viii. In the event of termination of the contract by the successful bidders without notice and before the contractual period, the Bank Guarantee is liable to be forfeited.
- ix. The Department shall return the Bank Guarantee after the expiry of the agreement period after adjusting the dues, if any, which are to be recovered from the bidder for the losses/lapses as determined by the DTRTI.
- x. The tenders shall be opened on 24.07.2012 at 03.00 pm in the presence of bidders or their authorized representatives who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. In the event of the date being a closed holiday, the tender would be opened on the next working day at the same time. Unsealed tenders shall neither be opened nor considered. Such unsealed tenders shall be returned to the concerned bidder after received their written request. The Tender Opening Committee [TOC] shall open the sealed tenders.
- xi. Compliance Report on all the terms and conditions of the contract must be submitted by the bidder as per the ANNEXURE-3
- xii. The Pre-qualification and technical bids will be evaluated for satisfaction of the terms of the tender.
- xiii. Conditional tenders are liable to be rejected.
- xiv. If on check there are differences between the rates quoted by the bidder in words and in figures or in the amount worked out by him, the following procedure shall be followed.
 - (1) When there is a difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the bidder, shall be taken as correct.
 - (2) When the bidder does not work out the amount of an item or it does not correspond with the rate written either in figures or in words, then the rate quoted by the bidder in words shall be taken as correct.

- (3) When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly the rate quoted by the bidder shall be taken as correct and not the amount.
- xv. DTRTI is not bound to accept the lowest bid. DTRTI reserves the right to award the work to more than one agency depending upon exigencies and requirements.
 - xvi. DTRTI reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with DTRTI, or with any central or state government.
 - xvii. DTRTI reserves the right to award the work on experimental basis for a period of not less than 2 weeks and not more than 12 weeks, to see and evaluate the performance of the bidder, before formal award of the tender. The bidder will do the work as per the terms and conditions of the tender.
 - xviii. Notwithstanding anything contained in aforesaid paras, DTRTI may award the work order to the successful bidder immediately on opening of the financial bid. The work order will be issued in writing and communicated through e-mail as provided by the successful bidder and sent by post to the address as provided in the tender document.
 - xix. The timelines for submission of 'Bank Guarantee' and start of service will commence from the date of receipt of communication of successful bid.

THIS SPACE IS INTENTIONALL LEFT BLANK

ANNEXURE-1

[FORMAT OF AFFIDAVIT]

Sir,

Sub:

Authority:

I, the undersigned hereby state that employees/staff working [As per list enclosed] for M/s. _____ in DTRTI.(campus at No 17, Peenya Plantation, Near HMT Watch Factory, Bangalore 560 013)_____ are in no way related to any of the Income Tax Department officials. In the event of any unusual or illegal or unacceptable act / incidents / accidents caused by the employees/staff working for M/s. _____

I take full responsibility for the lapses and misconduct on the part of employees/staff engaged by me.

Thanking You

Yours faithfully,
Signature:
Name:
Seal

ANNEXURE-2

[FORMAT PERFORMANCE SECURITY GUARANTEE BOND FORM]

1. In consideration of the Direct Taxes Regional Training Institute , Bangalore, having agreed to exempt _____(hereinafter called the said Contractor) from the demand under the terms and conditions of an agreement/ No. _____dated _____made between _____ and _____for two year for the work of _____(hereinafter called the said Agreement), of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a bank guarantee for _____ we (name of the Bank) _____(hereinafter referred to as 'the Bank') at the request of _____(contractor) do hereby undertake to pay to the DTRTI an amount not exceeding _____against any loss or damage caused to or suffered or would be cause to or suffered by the DTRTI by reason of any breach by the said Contractor of any of the terms or conditions contained in the said agreement.

2. We (name of the Bank _____)do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the DTRTI stating that the amount claimed is due by way of loss or damage caused to or suffered by the DTRTI by the reason of breach by the said contractor of any terms or conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the DTRTI on these count shall be final and binding on the bank. However our Liability under this guarantee shall be restricted to an amount not exceeding_____

3. We undertake to pay to the DTRTI any money so demanded not being withstanding any dispute or dispute raised by the contractor/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto; our liability absolute and unequivocal. The payment so made by us under this bond shall be valid discharge or our liability for payment there under and the contractor/suppliers(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the DTRTI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DTRTI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under the guarantee is made on us in writing on or before the expiry of 24 months from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the Bank) _____further agree with the DTRTI that the DTRTI shall have the fullest liberty without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable the DTRTI against and said contractor and 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 contractor or for any forbearance, act or omission on the part of the DTRTI or any indulgence by the DTRTI to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor/supplier(s).

7. We (name of the Bank)_____lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DTRTI in writing.

Dated the day of for

(Indicate the name of the Bank)

[FORMAT OF TENDER COMPLIANCE REPORT]

ANNEXURE-3

To

Sub: Regarding tender for providing “providing security services” for DTRTI

Dear Sir,

I have gone through the complete terms and condition of the Tender for Providing security services at DTRTI, Bangalore and accept the same.

Place:

Date:

Signature of Bidder

Name:

ANNEXURE-4**Pre-qualification bid**

1	Name of the Organization	:	
2	Address of the concern (with telephone No., Fax & E mail)	:	
3	Name and address of the Partners / Directors: with mobile no. (In case of firm/company)	:	
4	Contact person(s) (with mobile number)	:	
5	Whether you have security contract in with at least ten reputed organizations date	:	Yes/No

If 'yes', please furnish the following details:

Sl No	Name & address of the organisation	No. of persons engaged as on date	Date from which contract entered	Valid till

6	Do you have 50 or more guards employed in two reputed organization for the last three years?	:	Yes/ No
7	If yes, furnish the name of the organization with list of the security personnel deployed in that organization	:	

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.

(Signature of authorized signatory with date)

ANNEXURE-5Technical cum Financial bid

1	Name of the Proprietor/Registered Firm /Company	:			
2	Address of the concern (with telephone No., Fax & E mail)	:			
3	Name and address of the Partners / Directors: with mobile no. (In case of firm/company)	:			
4	Contact person(s) (with mobile number)	:			
5	No. of years of experience in providing security services	:			
6	Total No. of security personnel presently employed by the agency	:			
7	No. of concerns to whom security services are provided	:			
8	Permanent Account Number	:			
9	Service Tax Registration Number	:			
10	Charge for each security Guard per month including replacement guard charges on weekly offs and their equipments & tools	Category	Charges per Month (in Rs.)	Charges per Year (in Rs.)	
		Security entrance gate			
		Reception desk			
		Campus patrolling			
		Supervisor			
	Total				
11	Please specify applicable taxes and rate of tax				
	Gross Total				

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

(Signature of authorized Signatory with date)