

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

Tender Inquiry document for outsourcing of security services

TENDER NO. RTIL/A-241/10-11

Dated: 11.02.2011.

Direct Taxes Regional Training Institute, Lucknow, (hereinafter referred to as DTRTI), which is a division of the National Academy of Direct Taxes , Nagpur of the Income Tax Department under the Ministry of Finance of the Government of India, invites sealed bids from reputed parties 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, “PRAGYA”, Vibhuti Khand, Gomti Nagar, Lucknow from 15.02.2011 to 22.02.2011 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. 15000/- 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 ,“PRAGYA”, Vibhuti Khand, Gomti Nagar, Lucknow latest by 18.03.2011 up to 1600 hrs(4 PM). The bids will be opened at 1600 hrs (4 PM) on the 24.03.2011 in the Conference Hall, 2nd floor, Administrative Block, DTRTI, Lucknow.

4. The complete bidding document is also available for viewing and downloading at our website: www.nadt.gov.in and www.incometaxindia.gov.in. In case the bid document is

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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**

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

Section I

The details of the work or service to be performed by the contractor

1. The selected contractor shall provide the security services in the entire campus of this Institute by deployment of suitable and trained security guards and security supervisors and gun men in the required numbers as per the requirements mentioned in section IV of this tender document.
2. The security of men, material and installations shall be ensured round the clock.
3. The deployment would be made at both the main gates.
4. Regular rounds of the campus and strict vigil would be maintained to ensure security.
5. The timely locking and unlocking of the rooms and gates and doors of the campus will be ensured.
6. In case of fire, the fire fighting installations and equipment will be operated by the security personnel to douse or extinguish the fire .
7. The lights will be put on and off timely and it shall be ensured that no lights are on unnecessarily.
8. The unauthorized intruders and trespassers will be sent away and the Institute's men, material and installation will be defended against all attacks.
9. Unnecessary loitering by outsiders around the campus will be prevented.
10. No arms and ammunition will be allowed to go inside without specific approval.
11. Unnecessary Noise in the campus will be prevented.
12. DG set room lock will be opened promptly whenever the electricity supply fails.
13. The statutory and contractual obligations mentioned in section IV of this tender document will be strictly followed and observed in letter and spirit.

Section II

Facilities and Inputs which will be provided to the contractor by the Institute

The following facilities and inputs will be provided by the Institute to the contractor in order to enable him to perform the services satisfactorily.

- 1 The Institute will provide a suitable place at the front main gates to the security personnel where they can sit with fan, light , heater and cooler.
- 2 A security guard cabin will be provided at each gate with light and fan.
- 3 A store will be provided to store security articles and uniform that will also serve as change room.
- 4 Public Toilet facilities in the DTRTI campus can be used by the security personnel also.
- 5 Suitable ladders and rope will be provided by the DTRTI.
- 6 A chair and table will be provided at the main entrance gate.
- 7 An intercom connection will be provided by the DTRTI at the main entrance gate.
- 8 The DTRTI will provide the **in and out registers** and **gate passes** and **visitor's passes** and other stationery required for the performance of services.

SECTION- III

Eligibility and Qualification criteria to be met by the contractor for performing the required work/service

Qualification Criteria

1. This Invitation for Bids is open to all the reputed parties having at least three years of experience in providing Security Services, with a turnover of at least Rs. 50 lakhs per year during the last two financial years (F.Y. 2008-09 & 2009-10) in this line of business.
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 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.
5. The copies of three contracts being presently executed by the bidder, having annual value of more than Rs. Five Lakhs should be attached with the bid document.
6. The DTRTI will have a right to selecting the suitable bidder most suited and responsive to its requirement, in the interest of having best services at best prices.

Eligibility Criteria

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, Pragya Bhawan , Vibhuti Khand , Gomti nagar, Lucknow by 1200 hrs on 18.03.2011. The sealed cover shall be superscribed with the words "Bid for Security Services Contract". The bids shall be opened on 24.03.2011 at 1600 hrs in the Conference Room, 2nd Floor, Administrative Block , DTRTI, Lucknow.
2. The bidder himself in case the bidder is an individual or a proprietorship concern, and in case of any company, partnership firm etc, its duly authorized signatory, shall sign and stamp each page of the bid document 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.
3. 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.
4. The bid may be rejected if it is not complete in any respect.
5. 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.
6. The DTRTI reserves the right to reject any or all the bids.

Section – IV

Statutory and Contractual Obligations to be complied with by the Contractor

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.

(a)	Security Guards	05
(b)	Gun Man (in night i.e. 3 rd shift)	04
Total		09

Deployment of security personnels will be as under:

•1 st Shift	6 am to 2 pm	2 guards and	01 Gunman
•2 nd Shift	2 pm. to 10 pm	2 guards and	01 Gunman

• 3rd Shift

10 pm to 6 am.

1 guard

02 gun men

6. The contractor shall provide suitable and clean uniforms to the Security personnel engaged by him. It should also be ensured that the 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, sweaters , coat etc. They should also display their identity cards all the time while on duty.
8. The contractor will supply one good steel whistle, good quality torch and strong lathi 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 '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.
 16. Security personnel shall lend support to the Institute in periodical checking of all fire extinguishers and fire hydrants installed in the premises.
 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. 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.
 22. 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 labour laws & rules must be adhered to in this regard.

23. 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.
24. The contractor shall abide by the Minimum Wages Act and in case of variation in 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.
25. The Contractor shall be solely and exclusive liable and responsible to its security personnel or other workers for the following:
- i) 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.
 - ii) 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.
 - iii) 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.
26. 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 said persons and the Institute shall accrue implicitly or explicitly.
27. The Contractor shall be duty bound to obtain and possess all the statutory registrations, licences 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.

28. 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.
29. 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.
30. Without prejudice to the preceding term of contract, the contractor will be liable to reimburse the DTRTI any cost or legal liability / penalty / 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.
31. The DTRTI shall make the contract payment as per the payment schedule mentioned below:
 - (a) 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.
 - (b) Following deductions/adjustments shall be made from the bills before making the payment:
 - (i) Income Tax deduction at source as per rules.
 - (ii) The amount equivalent to any damages /loss etc. caused to DTRTI which is attributable to the contractor, and
 - (iii) any other charges (penalties and other deductions etc.).
32. 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.

33. 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.
34. Annual maintenance of the equipments provided by the Institute to the Contractor will be Institute's responsibility.
35. 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.
36. Any change in staff/guard/supervisor of the contractor must be informed to the campus supervisor and Administrative Officer of the Institute immediately.
37. The DTRTI reserves the right to reject any particular guard/staff /supervisor employed by the Contractor without assigning any reason thereof. Such staff will have to leave the campus at short notice and will be replaced by the 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.
38. The security personnel /other workers of the contractor shall have no right to stay in the campus beyond their duty hours.
39. 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.
40. 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.

41. 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 shortage of staff.
42. 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.
43. 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.
44. This agreement shall be in force only for a period of one year from the date of execution of the contract and may be extended for a further 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.
45. 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.
46. 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,

47. 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.
48. 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.
49. The Contractor shall co-operate with the other Contractors/service providers and their workers working in the campus.
50. The expressions Commissioner, DTRTI shall mean and include and acting/officiating Director/Commissioner, DTRTI, Lucknow
51. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Lucknow District.
52. However, no dispute shall be taken by either of the parties to the contract, to any court of law without first requesting it to be referred to a mutually acceptable arbitrator, under the relevant arbitration law, and any decision of such 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. Such an arbitrator would be of a rank of at least the Joint Secretary to the Government of India and still serving.
53. The DTRTI as well as the contractor 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 other party. In such a case the DTRTI shall return the performance guarantee to the contractor

within ten days of the clearance of any damages due upon the contractor and after the termination of the contract and vacation of the premises.

54. Visitor's passes shall be issued to outside department personnel and no entry shall be granted to them without issuing such a pass and without verification from the person visited .

Annexure-1

**DIRECT TAXES REGIONAL TRAINING INSTITUTE,
"PRAGYA", VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**

Eligibility and Qualification Criteria Details for hiring of Security Services

1. Name of the concern :
2. Address of the concern
(with telephone No. , Fax & E-mail)
3. Name and address of the :
Partners/Directors/Proprietor with mobile no.
(in case of firm/company/proprietorship)
4. Contact person(s) (with mobile number) :
5. Whether the concern has experience of at least : Yes/No
three years in providing Security Services
6. If yes, please furnish the names and addresses :
of all organizations to whom security services :
are being provided during the last three years.
Also attach self certified copies of any three
contract /agreement with annual contract
value exceeding Rs 5 Lakhs.
7. Whether the concern has turnover of Rs. 50 : Yes/No
lakhs during the F.Y. 2008-09 and 2009-10. If
yes, attach the certified copies of accounts
including P & L A/c and Balance Sheet for
both the years as filed in the Income Tax
Department.

8. 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
9. Details of Earnest Money Deposit.

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)

Annexure-2

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

Financial Bid for hiring of Security Services

1. Name of the concern :
2. Address of the concern
(with telephone No. , Fax & E-mail)
3. Name and address of the Partners/Directors :
/Proprietor with mobile no. (in case of
firm/company/Proprietorship)
4. Contact person(s) (with mobile number) :
5. No of years of experience in providing Security :
Services
6. Total turnover in same line of business :
during (i) F.Y. 2008-09
(ii) F.Y. 2009-10
7. Permanent Account Number (attach copies) :
8. Service Tax Registration Number(attach copies) :
9. Whether the concern possesses all the
statutory/non- statutory registrations,
permissions, approvals etc. from the competent : Yes/No
authorities for providing required security
services as per the terms and conditions of the bid
document.
10. (a) Charges for security personnel per month : Please note that the charges should not
be below the minimum wages payable
for the Central Sphere as per the
Minimum Wages Act 1948.

Category	Charges per person per month (in `)	Total charges per month (in `)
Security Guard		
Gunman		
	Total

- (b) Commission/service charges of the concern per month :
- (c) Total charges per month (a+b) :
- (d) Please specify applicable taxes a/w rate of Tax in a addition to 'c' above. :

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)

**DIRECT TAXES REGIONAL TRAINING INSTITUTE,
"PRAGYA", VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**

**FORM FOR PERFORMANCE GUARANTEE
IN CONNECTION WITH HIRING OF SECURITY SERVICES**

To

The President of India

WHEREAS (name of address of the contractor)
(hereinafter called "the contractor") has undertaken, in pursuance of contract no.
..... Dated to supply Security Services
(hereinafter called "the contractor").

AND WHEREAS is has been stipulated by you in the said contract that the contractor shall
furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified
therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the contractor such a bank guarantee:
NOW Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the
contractor, up to a total of (amount of the guarantee in words
and figures), and we undertakes to pay you, upon your first written demand declaring the contractor to
be in default under the contract and without cavil or argument, any sum or sums within the limits of
(amount of guarantee) as aforesaid, without you needing to prove or to show grounds or reasons for
your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before
presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract
to be performed there under or of any of the contract documents which may be made between you and
the contractor shall in any way release us from any liability under this guarantee and we hereby waive
notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

(Bank's common seal)