



क्षेत्रीय प्रत्यक्ष कर प्रशिक्षण संस्थान

DIRECT TAXES REGIONAL TRAINING INSTITUTE

नं. 17, पिण्या प्लांटेशन (बी), निकट एच.एम.टी. घडी कारखाना, जालहल्ली, बेंगलूरु - 560013

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F.No.86/STP/DTRTI-BLR/2020-21

Date: 09-11-2020

TENDER NOTIFICATION (LIMITED TENDER) FOR OPERATION AND MAINTENANCE OF 30,000 LITRES/DAY CAPACITY SEWAGE TREATMENT PLANT AT DTRTI, BENGALURU

1. Sealed Tenders for Operation and Maintenance of 30,000 Litres capacity Sewage Treatment Plant at Direct Taxes Regional Training Institute (DTRTI), Bengaluru, are invited under Limited Tender Enquiry by Addl. Director General (Trg.), DTRTI, Bengaluru from the bidders with adequate experience and with financial and infrastructural capabilities, as specified in the relevant clauses in the tender document.

1.1. The tender document along with terms and conditions can be downloaded from the website www.dtrtibangalore.com and www.incometaxbangaluru.in. The sealed tender should be addressed to Addl. Director General (Trg.), DTRTI, Bengaluru.

1.2 The details of the Tender are given below:-

1.2.1	Type of Tender	Limited Tender Enquiry
1.2.2	Contract Period	One year from the date of award of the contract.
1.2.3	Earnest Money Deposit	Rs.10,000/-
1.2.4	Mode and Validity of E.M.D.	Crossed Demand Draft /Pay Order/ Bankers Cheque issued by Scheduled Banks drawn in favour of 'ZAO, CBDT, Bengaluru' valid for 65 days from the date of Technical /Commercial Bid Opening.
1.2.5	Performance Bank Guarantee	8 % of the Annual value of the Contract
1.2.6	Validity of performance Bank Guarantee	180 days from the date of expiry of Contract.
1.2.7	Period/Dates & Time of issue of Tender Document	10.11.2020 to 25.11.2020
1.2.7	Last Date & Time for submission of Tender	26.11.2020 up to 03.00 PM
1.2.8	Date & Time of Opening of	26.11.2020 at 4.00 PM at Discussion Room, 1st

	Technical-cum-financial bid	floor, Admin Block, DTRTI, Bengaluru-560013
1.2.9	Bid Validity	180 days from the final date of submission of bids
1.2.10	Period of commencement of work	Within 15 days of issue of work order, failing which penalty per day @ 0.05% of the annualized contract value shall be levied

1.3 The bidders are requested to study the full document before participating in the tender process and give compliance report in **ANNEXURE-III**. All pages of the Tender document should be signed and stamped by the authorized signatory of the bidder. Failure to do so will be treated as non-fulfillment of the tender conditions and the bid shall be summarily rejected.

1.4 The bidders are advised to visit the site/plant on any working day from 09.11.2020 to 25.11.2018, between 11.00 am and 04.30 pm.

1.5 Adopting unethical means will debar an applicant from the tendering process besides inviting other action as per rule.

Sd/-
(Susan D. George)
Addl. Director General (Trg.)
DTRTI, Bengaluru

INDEX

Sl. No.	DESCRIPTION	PAGE NO.
1	Instructions to Bidders	4 - 5
2	Technical Criteria for qualifying the Bid	6-7
3	Scope of Work	7-9
4	Terms and Conditions	9-15
5	Proforma for Technical cum Financial Bid- Annexure-I	16-17
6	Proforma for Bank Guarantee towards Performance Security- Annexure-II	18-20
7	Proforma for Tender Compliance Report- Annexure-III	21
8	Declaration for not having been blacklisted/Penalised by any Government/ Semi Government / Autonomous Body- Annexure-IV	22

1. INSTRUCTIONS TO BIDDERS:

1.1 SUBMISSION OF BID DOCUMENTS:

- a) Bids should be complete, covering entire scope of work and should conform to all the conditions laid down in the tender documents, failing which the bids shall be summarily rejected without assigning any reason for the same.
- b) Each bidder shall submit only one tender. In case of submission of two tenders by the same bidder within the last date, the tender submitted later shall only be considered for evaluation purpose. However, any tender submitted after the last date shall not be considered at all.
- c) The bidders are advised to read all the pages of the tender document carefully before filling it.
- d) No correction of any type in the tender document shall be allowed after submission of the tender document.
- e) The Technical and Financial bid should be furnished superscribing as **“Techno-Financial Bid in response to the Tender Notice in F.No.86/STP/DTRTI-BLR/2020-21 dated 06.11.2020.** The same should be addressed to the Addl. Director General (Trg.), Direct Taxes Regional Training Institute, No 17, Peenya Plantation, Near HMT Factory, Jalahalli, Bengaluru-560 013.
- f) Enough space should be given in the cover to open/cut it without damaging the bid cover.

1.2 Technical-cum-Financial bids of the bidders, shall be opened in this office by the **Tender Committee** on the specified time and date, in the presence of the bidders or their duly nominated representatives. The EMD of of such bidders, who do not qualify, shall be returned to them.

1.3 The Department reserves the right to reject any bid without assigning any reasons thereof, in the interest of the work.

1.4 Any deviation from the clauses hidden /intentional/unintentional shall be considered as contravention of the clauses of the tender document and same shall also be the grounds of rejection.

1.5 The tender form should be legibly written or typed quoting all amounts in words as well as figures, duly signed by bidder with Seal of the Agency / Firm.

1.6 Conditional Tenders/ Non-compliance of any of the conditions set in tender document shall render the bid to be summarily rejected.

- 1.7 No bidders shall have any cause of action or claim against DTRTI, Bengaluru for rejection of his bid.
- 1.8 The tender submitted by the bidder should contain all the essential documents mentioned below, without which the tender shall be treated as incomplete and shall be summarily rejected:-
- a. All pages of the tender documents and enclosures should be signed and stamped by the Authorised Signatory of the bidder. The compliance certificate specified in Annexure IV should also be furnished.
 - b. If on opening the tender, the Tender Committee finds that the bid is unsealed or improperly sealed, the complete tender will be rejected and not considered for evaluation.
 - c. Overwriting/correction, if any, should be duly attested by the bidder.
 - d. Rates in the bid must be quoted in words and figures and in case of any discrepancy, rates quoted in words will prevail.
 - e. Bid must be in format as per Annexure-I. Rates quoted in any other format in will summarily be rejected.
 - f. All documents/information as required in Technical Bid.
- 1.9 Any attempt to influence the evaluation of the tenders by any bidder, will disqualify him from participation in the tender process.
- 1.10 The bidder signing the tender should clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as director/Manager/Secretary etc. as the case may be. Documents authorizing the person to sign the tender on behalf of such company / firm / persons, must be attached with the tender.
- 1.11 All communications with regard to the Contract shall be made with the Authorised Signatory including communication by e-mail.
- 1.12 Any clarifications regarding the tender document may be obtained from the Administrative Officer Gr.II, O/o Addl. Director General, DTRTI, Bengaluru.
- 1.14 Any bribe, commission advantage offered or promised by or on behalf of the bidder to any officer or staff of the DTRTI, Bengaluru shall (in addition to any criminal liability which the bidder may incur) debar his bid from being considered, Canvassing on the part or on behalf of bidder will also make this bid liable to rejection.

2. TECHNICAL CRITERIA FOR QUALIFYING THE BID:

Tender shall be accompanied with copies of the relevant documents mentioned below as documentary proof to substantiate the prescribed conditions:-

- 2.1 The Service Provider should have the experience of at least 3 years as on 01.11.2020 in works of similar nature.
- 2.2 The Service Providers should have successfully completed the following work in the last 3 financial years starting from 2017-18 to 2019-20(Proof for the same should be attached with the bid):
 - Three similar completed works each costing not less than Rs.3,00,000/- (Rupees Three lakhs only) OR
 - Two similar completed work costing not less than Rs.4,00,000/- (Rupees Four lakhs only).
- 2.3 “SIMILAR WORK” means operation, maintenance and Installation of STP of minimum 30,000 Litre/day capacity and above.
- 2.4 The Service Provider should be registered with GST and Income Tax. (Self-attested copies of GST and PAN should be enclosed).
- 2.5 Bidder should have complied with all the necessary legal requirements with regard to Employees’ Provident Fund Act, Employees’ State Insurance Act and Contract Labour Act.
- 2.6 No complaint should have been filed against the Service Provider by any of its past or present clients. The bidder should neither have been blacklisted nor any penalty levied by any Government Authority till date. Further, no Contract, which was entered into by the Service Provider should have been foreclosed or terminated during the preceding five years by any Central/State Government/Local Authority or Public Sector Undertaking for violation of relevant laws or terms and conditions of the agreements or for unsatisfactory performance of the contract. A declaration to this effect should be furnished by the bidder in the form of an affidavit as per the format prescribed in Annexure-IV. If it is found after the award of the contract that the affidavit submitted is false, the contract will be terminated immediately and Performance Bank Guarantee shall be forfeited.
- 2.7 The Financial quote of only those bidders who qualify as per the technical criteria shall be evaluated.

- 2.8 In the event of more than one bidder becoming L1, preference will be given to the bidder who has more number of Central/State Government client under the contract currently running as on the date of opening of the bid.

3. SCOPE OF WORK

- 3.1 Sewage Treatment Plant at DTRTI, Bengaluru consists of the following units:-
- (i) Bar Screen (ii) Grift Chamber (iii) Equalization Tank (iv) Aeration Tank (v) Settling Tank (vi) Clarified Water Tank (vii) Filters (PSF & ACF) & (viii) Chlorination Unit.
- 3.2 The Scope of work includes operation, running and maintenance of the STP. The maintenance of STP means the periodical cleaning of Bar Screen chamber, pumping out sludge from the settling tank to the drying bed, disposal of the dried sludge by handing over the same for use as manure, periodical check-up and maintaining the oil and grease motor installed in STP to ensure the smooth functioning of motor for shifting the water and sludge to another tank. Apart from this, maintenance also includes the servicing of the whole plant like cleaning of all types of tanks, drying bed cleaning etc. and servicing of equipment installed in it. The cleaning procedure as discussed above should be done thrice a year.
- 3.3 The servicing of the plant as well as all the equipment shall be done at least once a year or more than once a year whenever required as per the running condition of the STP, in presence of the personnel of DTRTI, Bengaluru. No separate charges and service charges shall be paid in this regard.
- 3.4 The Service Provider shall provide all necessary tools & equipment required for operation and maintenance of the plant.
- 3.5 Any minor electrical fault (not related to direct supply of electricity) - like switches, low capacity MCB, bulbs/tube lights used for the purpose of STP shall be taken care by the Service Provider ensuring the power saving.
- 3.6 All the consumable items/materials such as cotton waste, grease, duster, soap, gland packing, gasket, etc. is included in the scope of item for operation and maintenance. The same shall be supplied by the Service Provider at no extra cost to DTRTI. The Service Provider should keep adequate stock of these for smooth operation of plant/quick repair/replacement works.
- 3.7 All types of chemical used for the purpose of running/maintenance of Plant shall be supplied by the Service Provider at no extra cost under

information to Officer-in-charge. Adequate stock of these must be maintained for smooth running of the Plant.

- 3.8 All the dismantled materials/equipment shall be returned to the DTRTI.
- 3.9 The Service Provider should ensure preventive maintenance & break downs and intimate the Officer-in-charge of the work well in advance for taking procurement action by the DTRTI.
- 3.10 All safety and security regulations shall be observed strictly.
- 3.11 Log books shall be maintained by the Service Provider as per proforma as decided by the officer-in-charge of DTRTI, Bengaluru.
- 3.12 The Service Provider will carry out monthly preventive maintenance/checks as per respective standard trade practice for plant equipment as required. The results of such tests shall be recorded in the proforma as decided by the officer-in-charge and certificate in this regard shall be enclosed every month with the bill.
- 3.13 Water analysis report for treated water from KSPCB approved labs shall be submitted every month and also whenever required/on demand. Any discrepancy shall be informed accordingly.
- 3.14 The installations shall be kept neat & clean all time. Only qualified/trained/experienced workman shall be deployed to make the plant operational and for cleaning the installations. The Service Provider and the persons put for operation/maintenance of the equipment/plant shall be fully responsible for obtaining such licenses for taking up the above work as prescribed by the state/local bodies/CPWD both for operating plant. A failure to comply with this clause by the Service Provider will render him liable for payment of all penalties imposed by the state/local bodies.
- 3.15 In case of any accidents during the operation/maintenance of the equipment leading to injuries/damages to human beings/equipment and/or loss of life, the Service Provider shall be fully responsible for the same and shall also be liable for settling all claims financially & materially and indemnify the department against any claim arising out of such accidents.
- 3.16 Water and electricity for operation/maintenance of the plant will be arranged by the department at no cost.
- 3.17 The plant/equipment can be inspected any time by the personnel of DTRTI. Any discrepancy observed during the inspection may lead to the termination of contract.
- 3.18 In case any major defect found or replacement to be done in the plant or equipment during the operation/maintenance/running/repair, it should be brought to the notice of the Officer-in-charge in writing immediately and step should be taken to rectify the defects immediately.

3.19 The shift of operator is as below:-

Shift	08:00 a.m. to 04:00 p.m.
No. of operator required	1

3.20 The Service Provider and/or his representative/labour should not remove/disturb/dislocate the existing equipment and its parts from its positions until and unless it is authorised by the Officer-in-charge of DTRTI, Bengaluru. The entire installations should be intact at any time of inspection and as handed over to him at the time of initial taking over of its maintenance and operation. The same should be taken care of.

4. TERMS AND CONDITIONS

- 4.1 The Service Provider will have to enter into an agreement for rendering the said services as per the contract.
- 4.2 The Service Provider has to submit a Performance Guarantee @ 8% of the Annual value of the contract in the form of Bank Guarantee. Such Guarantee will remain in force for the period 180 days from the end of period of the contract. The Proforma of Bank Guarantee is enclosed as Annexure-III.
- 4.3 The Department shall return the Bank Guarantee after the expiry of the agreement and after adjusting the dues, if any, which are to be recovered from the bidder including the losses/lapses as determined.
- 4.4 The Department reserves the right to terminate the agreement or recover the losses in the event of any failure or lapse on the part of the bidder. The Addl. Director General (Trg.), DTRTI, Bengaluru is the final authority for determining the losses or the lapse on the part of the bidder.
- 4.5 In the event of termination of the contract by the Service Provider, the Bank Guarantee is liable to be forfeited.
- 4.6 The Service Provider shall arrange to render efficient services as outlined above. In case, the Service Provider fails to maintain the services to the satisfaction of DTRTI, Bengaluru and the DTRTI has to incur any expenditure to maintain the installations by alternate arrangement/service, the expenditure thus incurred will be recovered from the Service Provider. The decision of the ADG, DTRTI, Bengaluru shall be final in this regard.
- 4.7 The entire work included in the contract shall be executed by the Service Provider and the work shall not be transferred, assigned or further sub-contracted either wholly or partially, directly or indirectly, to any other concern. The bidder shall not change the constitution of the firm /

company, without the written consent of DTRTI. Any lapse in this regard will lead to termination of the contract.

- 4.8 The Service Provider shall be responsible for any accident, hospitalization of their Staff etc., occurring during the period of the maintenance or during any other work being attended by the Service Provider.
- 4.9 The Service Provider shall be responsible for any damage caused to the equipment/building during the execution of the maintenance work.
- 4.10 During the period of maintenance of contract, the Service Provider shall provide the following services:-
 - (a) Break Down Calls: As required or requisitioned from time to time.
 - (b) Reach time: Every effort shall be made to attend to any complaint within 4 hours.
 - (c) Major Breakdown Repairs: May take up to 24 hours from the date and time of complaints consultation of Officer-in-charge.
- 4.11 **Recovery** : In case complaint lodged is not attended within 24 hours from time of complaint, unless it is for reasons beyond the operational control of the Service Provider, as also agreed to, by the DTRTI, a minimum penalty of Rs.3000/- per day shall be levied which also consequently may lead to termination of the Contract.
- 4.12 The DTRTI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or bidders or the grounds for the DTRTI's action.
- 4.13 In case, the person deployed by the Service Provider is absent/leave, suitable replacement should be given immediately under intimation to DTRTI, Bangalore.
- 4.14 The persons deployed by the Service Provider should maintain the confidentiality of the work carried out by them and it is also to be ensured that they should not remove or take any material that belongs to the department.
- 4.15 In case, complaints are received against the personnel deployed by the Service Provider and if the complaints are found to be true, the personnel should be replaced immediately.

- 4.16 Service Provider should ensure that the Operators on duty at all times are dressed neatly.
- 4.17 The Service Provider shall be wholly responsible for the conduct of the Operator provided by it. It shall furnish the name, qualification, proof of identity and make effective verification into the background, antecedents, past conduct and character of the Operator before being deployed in the premises of the DTRTI. Only upon furnishing these details and on satisfaction of the DTRTI, the Service Provider will be allowed to deploy such persons. In case of any disagreement or doubt, DTRTI can seek replacement of Operator and the Service Provider will provide such replacement within 24 hours.
- 4.18 The Service Provider should have a valid labour license under the Contract Labour (R&A) Act 1970, the Contract Labour (R&A) Central Rules 1971 before commencement of the work and shall continue to have the valid licenses until the completion of the work. The Service Provider shall also abide by and comply with all the provisions of the Child Labor (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act, 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity benefits Act 1961 and Apprentices Act, 1961 or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time. Provisions of Employees Provident Fund Scheme 1952 and Miscellaneous Provisions Act 1952 and The Employees State Insurance Act shall be followed by the Service Provider in respect of all personnel engaged by them for performing the work at DTRTI. The proof of compliance with regard to ESI and PF payments shall be included as part of the monthly bill, without which the bill will not be processed.
- 4.19 The Operator deployed shall be on the rolls of the Service Provider and the responsibility of payment of all statutory and contractual liabilities relating to the Operator shall lie entirely with the Service Provider.
- 4.20 Any liability arising from non-compliance of any of the above mentioned statutory provisions shall be borne by the Service Provider. The Service Provider shall indemnify DTRTI against any such payments, if any, arising from such liabilities either statutory or contractual.
- 4.21 The persons deployed as Operator by the Service Provider will have no claim for regular Government job.
- 4.22 The Operator should leave the campus immediately after closure of his shift in the campus.

5. COMMENCEMENT OF SERVICES & PERIOD OF CONTRACT:

- 5.1 Term of this agreement is for **One year** from the date of signing of the Contract. The Contract may be extended for a further period of one year on same terms and conditions, subject to mutual agreement by both the parties.
- 5.2 Commencement of services shall be made by the Service Provider with full strength, within 15 days from the date of the signing of Contract or as mentioned in work order.
- 5.3 In case, the service is not commenced as stipulated above, DTRTI reserves the right to cancel the work order/agreement and/or recover liquidated damage charges from the bidder. Should, however, the service start after the date specified in the work order, DTRTI shall be entitled to recover liquidated damages to the extent of the incremental cost incurred by DTRTI in making alternative arrangements for the delayed period, along with penalty of Rs.2500/- per day of delay.
- 5.4 Near relatives of all Income Tax Department employees are prohibited from participating in the contract.

6. TERMINATION OF CONTRACT:

- 6.1 DTRTI reserves the right to terminate the contract in part or in full at any time giving one month's notice without assigning any reasons thereof. No reason/explanation can be sought for by the Service Provider.
- 6.2 The following defaults on the part of the Service Provider shall be treated as breach of the Contract, in which case, DTRTI, without prejudice to any other remedy, may terminate the contract by issuing a written notice of default to the Service Provider:
 - a. If the Service Provider fails to provide the services as per the terms and conditions of the contract entered with DTRTI.
 - b. If the Service Provider fails to perform any other obligation(s) as specified in the contract.
 - c. If the Service Provider, in either of the above circumstances, does not rectify its failure within the period authorized by DTRTI.
 - d. In the event of termination of contract pursuant to the above, DTRTI may take the same services upon such terms, and manner as it deems appropriate,

and the Service Provider shall be liable to DTRTI for any excess cost for the said services during the remaining period of the contract.

6.3 DTRTI may at any time terminate the contract without compensation by giving written notice to the Service Provider, if the Service Provider 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.

6.4 DTRTI may at any time terminate the contract if it is found that Service Provider has furnished false declaration/information/statement in the technical cum financial bid or during the contract period.

7. FORCE MAJEURE:

Neither Service Provider 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.

8. ARBITRATION

8.1 In the event of any question, dispute or difference arising under this Contract or in connection therewith, except as to the matter, the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitration of the Addl. Director General (Training), DTRTI, Bengaluru. In case his/her designation is changed or his/her office is abolished, then to the sole arbitration of the Officer in-charge of DTRTI by whatsoever designation such Officer may be called. If the Addl. Director General (Training), DTRTI, Bengaluru or the said officer is unable to act as the sole arbitration, then by any other person appointed by the Addl. Director General(Training), DTRTI, Bengaluru or the said Officer for this purpose. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

8.2 There will be no objection to any such appointment for the reason that the arbitrator is a Government servant or that he/she has to deal with the matter to which the agreement relates. The award of the arbitrator shall be final and binding on both the parties.

8.3 The venue of the arbitration proceeding shall be the office of the Addl. Director General (Training), DTRTI, Bengaluru or such other place as the arbitrator may decide.

9. COURT JURISDICTION

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

10. PENALTY

In case of breach of any condition of the Contract and for all types of losses caused by the Service Provider, 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 Service Provider.

11. PERFORMANCE GUARANTEE:

- 11.1 The Service Provider shall furnish the Performance Bank Guarantee in accordance with the conditions of the Contract in the Performance Bank Guarantee Proforma provided at **Annexure-II** within 20 (twenty) days from the date of receipt of Notification of Award (NOA) from DTRTI, Bengaluru.
- 11.2 The security should be in the form of irrevocable Bank Guarantee issued by a Nationalized Bank in favour of Addl. Director General (Training), DTRTI, Bengaluru and should be valid for a period of 180 days from the date of expiry of Contract.
- 11.3 The performance guarantee shall be returned on successful completion of the contract, within a period of 180 days from the date of completion. In case of non-execution of the contract, in part or in full, the performance guarantee shall be forfeited, after giving due notice to the Service Provider with regard to the defective / improper performance / execution or breach of any of the terms of the Contract.
- 11.4 Any sum of money due or payable to the Service Provider, including the performance guarantee refundable to him under the contract, may be appropriated by this office, against any amount of loss caused by / penalty imposed on the Service Provider, which the Service Provider shall owe to DTRTI, under this contract.

12. PAYMENT:

- 12.1 The Service Provider's monthly bills should be supported by muster rolls /attendance sheets of the respective month.
 - 12.2 The Service Provider shall prefer bills by 10th of the following month along with the supporting documents as mentioned in para above with proof of ESI and PF payments. Efforts will be made to pay the bills within 4 [four] weeks after the submission of bills, by NEFT / RTGS. However, in exceptional circumstances beyond the control of DTRTI, there may be a delay in payment of the bills. **Such delay in clearance of bills should not be a reason for non-payment of salary to Operator.**
 - 12.3 The payment of bills shall be subject to TDS at the rates prescribed.
 - 12.4 Penalties, damages, and Contract non-compliance recoveries quantified, if any, will be recovered from the monthly bill payments.
 - 12.5 The Service Provider shall indemnify DTRTI against payments to be made under and for the observance of all statutory provisions.
 - 12.6 **The Service Provider shall not petition for revision of rates tendered by it under any circumstances at any stage of the Contract, either during execution or when the final claims are settled.**
13. The decision of the ADDL. DIRECTOR GENERAL (TRG.), DTRTI, Bengaluru shall be final in the matter.

TECHNICAL-CUM-FINANCIAL BID

1. Name of the Bidder :
(Proprietor/Firm/Company)
2. Address of the Bidder along with telephone No., Fax & e-mail :
3. Name and address of the Partners / Directors :
(In case of Firm/Company)
4. Details of the Authorised signatory :
(Name, Address, Mobile No. & email)
5. Permanent Account Number :
6. ESI registration details :
(Proof to be enclosed)
7. PF Registration details :
(Proof to be enclosed)
8. GST Registration No. :
9. Names & Addresses of the Organization(s) to whom services are being provided for Operation and Maintenance of Sewage Treatment Plant as on 01.11.2017 (Separate sheet may be used for the details).

SI No	Name & address of the organization	Date on which contract entered	Contract Validity

10. Names & Addresses of the Organization(s) to whom services were provided for Operation and Maintenance of Sewage Treatment Plant. The information may be provided from 01.04.2017 onwards (for consideration of criteria mentioned in 2.1):

(Separate sheet can be used for the details).

Sl. No.	Name & address of the organization	Date on which contract entered	Contract Validity

11. Names & Addresses of the Organization(s) to whom services are being provided for Operation and Maintenance of Sewage Treatment Plant during the last three financial year (for consideration of criteria mentioned in 2.2):-

Sl No	Year	No. of completed works costing not less than Rs.3 lakhs	No. of completed works costing not less than Rs. 4 lakhs
1	2017-18		
2	2018-19		
3	2019-20		

(Documentary proof like work completion certificate, work order and other documents to be enclosed to substantiate all the above information)

12. Details of EMD :

13. Financial Quote:-

Rate per month (excluding GST) (in Rs.)	Annual rate (excluding GST) (in Rs.)

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, the Company/concern will be blacklisted and will not have any dealing with the Department in future.

Place

(Signature of Authorised Signatory with date)

PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

Ref No. _____

Bank Guarantee No. _____

Dated _____

To

DTRTI, Bengaluru.

Dear Sirs,

In consideration of DTRTI having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s. _____ having its registered/head office at _____ (hereinafter referred to as the 'BIDDER') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DTRTI having agreed that the SERVICE PROVIDER shall furnish to DTRTI, Bengaluru.

1. DTRTI, Bengaluru a performance guarantee for Indian Rupees for the faithful performance of the entire CONTRACT.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the SERVICE

PROVIDER. Any such demand made by DTRTI on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DTRTI in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the SERVICE PROVIDER and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that DTRTI at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the SERVICE PROVIDER and notwithstanding any security or other guarantee that DTRTI may have in relation to the SERVICE PROVIDER's liabilities.
4. The Bank further agrees that DTRTI shall have the fullest liberty without or consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SERVICE PROVIDER(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DTRTI against the said SERVICE PROVIDER(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SERVICE PROVIDER(s) or for any forbearance, act, or omission on the part of DTRTI or any indulgence by DTRTI to the said SERVICE PROVIDER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DTRTI under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DTRTI discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of DTRTI or that of the SERVICE PROVIDER.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs.(in figures) _____
 (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until _____. (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DTRTI under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DTRTI under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ day of _____ 20 ____ at _____.

WITNESS NO.1

 (Signature)
 Full name and official address
 (in legible letters) with stamp

 (Signature)
 Full name, designation and
 address (in legible letters)

 Attorney as per power of Attorney No.
 Dated

WITNESS NO.2
 (Signature)
 Full name and official
 Address (in legible letters)

ANNEXURE-III

[FORMAT OF TENDER COMPLIANCE REPORT]

To

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

Sub: Regarding tender for Direct Taxes Regional Training Institute, Bengaluru-reg.

Sir,

I have gone through the complete terms and condition of the Tender dated 06.11.2020 for **OPERATION AND MAINTENANCE OF 30,000 LITRES/DAY CAPACITY SEWAGE TREATMENT PLANT AT DTRTI, BENGALURU** and accept the same.

Place:

Date:

(Signature of authorised Signatory with seal)

Name in capital letters:

**DECLARATION FOR NOT BEING BLACKLISTED/PENALISED/TERMINATED
BY ANY GOVT. AGENCIES**

I, _____ (name and designation of
the authorised signatory), hereby declare that
M/s. _____ (Name of the bidder)
has not been blacklisted /penalized for any violation of relevant laws or terms and
conditions of the agreement by any Central / State Government/Local Authority or
Public Sector Undertaking at any time during the preceding five years.

I further certify that no Contract, which was entered into in the preceding five
years by M/s. _____ has been foreclosed or
terminated by any Central / State Government / Local Authority or Public Sector
Undertaking for violation of relevant laws or terms and conditions of the
agreements or for unsatisfactory performance of the contract.

Signature of the Authorised Signatory with seal

Name in capital letters: