

## **TERMS AND CONDITIONS**

### **[Bid Document for providing services of Ministerial Staff (for 6 posts) in FIU-IND on outsourcing basis.]**

1. The Financial Intelligence Unit-India, Ministry of Finance, Government of India, New Delhi for and on behalf of the President of India, invites sealed quotations for outsourcing the services of Ministerial staff initially for a period of one year. The number of posts to be filled is liable to be changed depending upon the requirement of this office, at any stage. The period of the contract may be extended further subject to approval of the Government.
2. The bids are invited under two bid system i.e. Technical and Financial Bid. The agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for providing services of Ministerial staff" and "Financial Bid for providing services of Ministerial staff". Both sealed envelopes should be kept in a third sealed envelope super scribing "Bids for providing services of Ministerial Staff in FIU-IND" addressed to the Assistant Director (Admn.), Financial Intelligence Unit-India, 6th Floor, Hotel Samrat, Kautilya Marg, Chanakyapuri, New Delhi-110021 .
3. The agency/service provider should submit the technical bid and financial bid in the 'prescribed format enclosed herewith. No bids would be received/ allowed after expiry of last date and time mentioned in the' notice inviting bids.
4. The envelope containing Technical Bid shall be opened first on the scheduled date and time in the presence of the bidder or their authorized representative who wish to 'be present at that time. Technical Bids shall be evaluated by the Tender Committee appointed by the Director, FIU-IND. Financial Bids of the technically qualified, eligible bidders meeting all the requisite criteria only shall be opened and L1 bidder would be arrived at after considering the price/amount quoted for the manpower in the financial bid.
5. The bidder is required to make an Earnest Money Deposit (EMD) of Rs.25,000 (Rupees Twenty five Thousand only), refundable (without interest), accompanied with the Technical Bid in the form of Demand Draft/Pay Order from any of the Scheduled banks drawn in favour of DDO, FIU-IND, payable at New Delhi valid for a period of 90 days. Bids not accompanied by earnest money of the requisite amount or without proper validity will be summarily rejected.
6. The quotations in which the service charges per person is quoted less than 5% of the minimum wages by the bidder will be rejected outrightly.
7. The successful bidder shall have to deposit a Performance Security Deposit of a sum of Rs.60,000 (Rupees Sixty thousand only) within 7 days of the receipt of the offer letter. The performance security will be furnished in the form of the Bank Guarantee drawn in favour of DDO, FIU-IND payable at New Delhi, or Fixed Deposit Receipt (FDR) from a Scheduled Bank made in the name of the Company/Firm I Agency but hypothecated to the DDO, FIU-IND, payable at New Delhi. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.

8. **QUALIFICATION FOR THE BIDDER:**

The bidder is required to enclose self attested photocopies of the following documents along with the Technical Bid failing which their bids shall be summarily rejected and will not be considered any further.

- a) Registration Certificate with the Labour Department
- b) Copy of PAN
- c) Copy of IT Return filed for last two years (FYs, 2011-12 and 2012-13)
- d) Copies of EPF and ESI certificates
- e) Copy of Service Tax Registration Certificate
- f) Work experience of providing manpower during past three years in Govt./Semi Govt./Autonomous Organizations/PSUs.

9. **TECHNICAL REQUIREMENTS FOR THE BIDDER**

- a) The registered office or one of the branch offices of the bidder should be located either in Delhi or NCR.
- b) The bidder should be registered with appropriate registering authority such as Labour Commissioner, Service Tax, etc.
- c) The bidder should have filed income tax returns for the last two years i.e. 2011-12 & 2012-13 and have a minimum financial turnover of at least Rs. 25.00 lakhs in the year 2012-13.

10. **QUALIFICATION FOR CANDIDATES**

The successful bidder shall furnish a list of persons along with their bio-data fulfilling the following qualification and experience criteria within 7 days of receiving the offer letter :-

- (a) Graduation or equivalent.
- (b) Working knowledge of English.
- (c) 15 years experience of working in administration of a govt. organization including Central Govt., State Govt., Paramilitary forces, Defence, Public Sector Undertakings and Autonomous Organizations having good knowledge of FR SR, GFR and Establishment rules etc. Preference will be given to retired Government servants.
- (d) Preferably having basic knowledge of working on computers.

11. **SCOPE OF WORK.**

A. The candidates would be required to perform following duties:

- (i) Establishment matters viz. procedures related to preparation of Purchase orders, Work orders and Payment orders for the purchase of equipment/materials for office use/infrastructure
- (ii) Inventory management.
- (iii) Annual Maintenance contracts relating to office equipments.
- (iv) Work relating to Recruitment Rules and Manpower requirement.
- (v) Maintenance of Service Book and personal file of the officers and staff.

(vi) Work relating to LTC, Transfer TA, GPF Advance/withdrawal, reimbursement of medical bill, Children Education Allowance and Telephone Bills etc.

(vii) Work relating to appointment, Extension, Retention and Repatriation of Officers and Staff.

(viii) Work relating Training programme and nomination of officers/staff of FIU-ID.

(ix) Cash Book Entry and maintenance of cash receipts and cheques.

**B.** The bidder/service provider would be required to verify the antecedents of the candidates before offering their names.

**C.** The candidate should not have attained age of more than 60 years of age as on 01 June 2014.

**D.** The candidates would be screened on the basis of their experience and a personal interview in the office of FIU-IND. Only those candidates who are found fit would be considered for engagement. FIU-IND reserves its right to reject any candidate without assigning any reason.

**E.** FIU-IND would undertake police verification of the selected candidates and the candidates would be required to give a non-disclosure undertaking to FIU-IND prior to their engagement.

12. **OTHER TERMS & CONDITIONS**

**A. GENERAL**

(i) The contract is likely to commence from **June 2014** and shall continue for a period of one year, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements of work.

(ii) The contract maybe extended further by the mutual consent of contracting agency and this office subject to approval by the Government.

(iii) This office reserves its right to terminate the contract during the contract period after giving one months notice to the contracting agency.

(iv) The successful bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.

(v) The successful bidder will be required to pay at least prescribed minimum wages to the manpower supplied as prescribed under the Minimum Wages Act 1948, as revised from time to time and as notified by the Government of the NCT of Delhi. The Successful bidder will maintain proper records as required under the Law / Acts.

(vi) The successful bidder will be bound by the details furnished by him / her to FIU-IND, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false/ misleading at any stage, it would be deemed to be a breach of contract making him / her liable for legal action besides termination of contract and forfeiture of the EMD.

(vii) The successful bidder shall ensure that the manpower conforms to the technical specifications, qualification and experience prescribed in the bid document.

(viii) The manpower employed by the agency shall be required to work normally as per this office's working days, i.e. from Monday to Friday from 0930 hrs to 1800 hrs with a lunch break of 1/2 hour from 1300 hrs to 1330 hrs. Depending on the exigencies of work, the working hours may increase. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays or for rendering duties for extra hours on working days.

(ix) The service provider shall ensure that any details of office, operational process, confidential information, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.

(x) In case, the person employed by the successful bidder commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence/security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, immediately on being brought to his/ her notice.

(xi) The person deployed shall be required to report for work at 0930 hrs. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one day wage shall be deducted.

(xii) The persons deployed will be entitled of 8 days casual leave in a year.

(xiii) The persons deployed will be required to give prior intimation in case if he/she is required to go on long leave or absence from duty so that selection process for his/her replacement is undertaken.

(xiv) For all intents and purposes, the successful bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this office for contractual services. No person(s) assigned by the bidder shall have any claim for regular or ad-hoc employment/absorption whatsoever in FIU-IND.

(xv) The successful bidder shall be solely responsible for any damages, losses, claims, financial or other injury to any person deployed in the course of their performing the functions/duties, or for payment towards any compensation. FIU-IND shall not be liable for payment of any compensation or damages.

(xvi) The man power deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc, regular/confirmed employees of this office, during the currency or after expiry of the contract.

(xvii) Payment shall be made only to the contractor and on monthly basis as per actual services. The contractor has to raise invoice in the first week of the following month for the services rendered in the month.

**B. LEGAL**

- i) The successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office.
- ii) Successful bidder shall also be liable for depositing all taxes, levies, cess etc. on account of services rendered by it to FIU-IND to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iii) The successful bidder shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
- iv) The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Act 1922, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
- v) In case, the successful bidder fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof this office is put to any loss/obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills to the extent of the loss or obligation in monetary terms.

**C. FINANCIAL**

- I. The agency shall raise the bill, in duplicate, along with attendance sheet duly verified by DD(Admin), FIU-IND in respect of the persons deployed and submit the same to DDO, FIU-IND in the first week of the succeeding month. The Agency shall remit salary of individual in their Bank Account.
- II. The Director, FIU-IND reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome any problem encountered by the contracting parties.

**(Sheema Chakrabarty)**  
**Assistant Director (Admn.),**  
**FIU-IND**

**TECHNICAL BID**  
(To be enclosed in a separate sealed envelope)

For providing services Ministerial Staff to FIU-IND

1. Name of Tendering Company/ Firm / Agency (Attach certificate of registration)
2. Name of the Proprietor / Director/Partner of the Agency
3. Full Address of Registered Office  
Telephone:  
FAX:  
Email: .
4. Full Address of Operating / Branch Office  
Telephone:  
FAX:  
Email:  
PAN No : (Attach attested copy)  
Service Tax Registration No : (Attach attested copy)
5. EPF Registration No: (Attach attested copy)
6. ESI Registration No: . (Attach attested copy)
7. Details of Earnest Money Deposit (DO/PO No./Date/Drawn on Bank)
8. Details of the similar contract handled by the bidding company/Firm/Agency for Government/ Semi Government/Autonomous Organizations/PSUs during the last three years in the following format. Copies of the work order should be provided in support of the claim.

Sl. No.	Details of Clients along with address, telephone and Fax No	Brief details of Services being provided	Approx total amount contract (Rs)	Duration of Contract	
				From	To

Date & Place:  
Seal:

Signature of Authorized Person  
Name:

**DECLARATION**

1. I, \_\_\_\_\_ Son/Daughter/Wife of Sh \_\_\_\_\_ , Proprietor/Director/authorized signatory of the agency/Firm mentioned above, am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false/ misleading information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law and forfeiture of the EMD.

Date:  
Place:

Signature of authorized person  
Full Name:  
Seal:

CHECKLIST FOR SUBMISSION OF DOCUMENTS WITH THE TECHNICAL  
BID

1. Application - Technical Bid as per Annexure-I of the bid document;
2. Attested copy of registration of agency with Labour Department;
3. Attested copy of PAN Card;
4. Attested copy of the IT return filed by agency for the two years (FYs 2011-12 and 2012-13);
5. Attested copy of Service Tax registration certificate;
6. Attested copy of the P.F. registration letter / certificate;
7. Attested copy of the E.S.I. registration letter / certificate;
8. Experience certificate (for details of similar contracts handled by the Tendering Company/Firm/Agency for Government Departments/PSUs/ Banks during past three years).
9. Copy of the terms and conditions at pages 1-6 in Bid Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
10. Earnest Money Deposit (EMD) of Rs.25,000 in the form of Demand Draft/ Pay Order from any of the Scheduled banks drawn in favour of DDO, FIU-IND, payable at New Delhi valid for a period of 90 days.
11. Signed declaration as given on Annexure -II of the bid document.



**FINANCIAL BID**

(To be enclosed in a separate sealed envelope)

For providing services of Security Staff to FIU-IND:

1. Name of bidder Company / Firm / Agency:
2. It is certified that wages to be paid shall not be less than the prescribed minimum rate of wages under the Minimum Wages Act, 1948, as revised from time to time and as notified by the Govt. of National Capital Territory of Delhi.
3. Consolidated rate per month per person (inclusive of all statutory liabilities, taxes payable, duties, levies, cess, etc.) of Rs \_\_\_\_\_ (In words) is quoted.
4. Break up of consolidated payment per months quoted in Sl. No.3 is as under:
  - a) Wages
  - b) PF
  - c) ESI
  - d) Service Charges
  - e) Service Tax
  - f) Others
  - g) Total

Date:  
Place:  
Seal:

Signature of authorized person  
Full Name: