#### 10-9/2012-FIU(Admn) Government of India Ministry of Finance Department of Revenue Financial Intelligence Unit-India

6th Floor, Hotel Samrat, Kautilya Marg, Chanakyapuri New Delhi – 110021: Dated: 28<sup>th</sup> December 2012

То

Subject: Furnishing of quotation for outsourcing the Security Services (1 Supervisor & 8 Guards) in FIU-IND.

Sealed Quotations are invited under two bid systems i.e. Technical and Financial Bid for providing security services in the office of FIU-IND, New Delhi for a period of one year from the date of contract.

2. The bids should be submitted in the prescribed format by 31<sup>st</sup> January 2013 before 11:00 AM in the office to the undersigned. The prescribed bid documents with the terms and conditions are enclosed.

3. The bid shall be opened on  $31^{st}$  January 2013 at 11:00 AM in the conference room at  $6^{th}$  Floor, Hotel Samrat, Kautilya Marg, Chanakyapuri, New Delhi 110021 by a Committee appointed by the Director, FIU-IND in the presence of the bidder or their authorized representative. The Director, FIU-IND, reserves the right to accept or reject any or all the bids without assigning any reason, whatsoever. The decision of the Director, FIU-IND in this regard shall be final and binding on all.

4. If at any stage it is found that any of the details / documents furnished by the bidder are false/ misleading/fabricated, he/she would be liable to legal action and forfeiture of the Earnest money deposit.

Yours sincerely,

(P.K.Sharma) Asst. Director, (Admn) FIU-IND, New Delhi Ph: 24672851 Fax: 26874459

Encls: -

- i.) Terms and conditions in five page.
- ii.) Format for Technical Bid and Financial Bid
- iii.) Checklist of documents to be submitted with the Technical Bid.
- iv.) Format for Declaration.

#### TERMS AND CONDITIONS

# [Bid Document for providing security services to FIU-IND on outsourcing basis.]

The Financial Intelligence Unit-India, Ministry of Finance, Government of India, New Delhi invites sealed quotations for outsourcing the security services initially for a period of one year. 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 security services and "Financial Bid for providing security services. Both sealed envelopes should be kept in a third sealed envelope super scribing "Bids for providing security services of in FIU-IND" addressed to the Dy. 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.20,000 (Rupees Twenty 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 successful bidder shall have to deposit a Performance Security Deposit of a sum of Rs.50,000 (Rupees fifty 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.

## 7. 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 assessment years (2010-11,2011-12)

- 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 Orgainzations/PSUs.

# 8. 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 assessment years i.e. 2010-11 & 2011-12 and have a minimum financial turnover of at least Rs 25.00 lakhs in the year 2011-12.

# 9. **OTHER TERMS & CONDITIONS**

## A. GENERAL

- i) The contract is likely to commence w.e.f. 01-03-2013 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 in case of any deficiency in service.
- 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 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.
- ix) 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.
- x) Eight Security Guards will have to be provided round the clock basic on all seven days of the week. One Supervisor should be posted on duty on all working days from 9 Am to 6 Pm i.e. Monday to Friday except holidays.
- xi) The security staff deployed at this office should be prescribed with 2 pairs of summer & winter uniforms with commensurate uniform maintenance allowance by the vendor.
- xii) The Security staff should be well conversant with basic computer operation required for ensuring physical security requirements of this office i.e. such as making entry in the computer for the visitor, managing access control devices, handling metal detectors, trained in identification of hazardous materials,
- xiii) The security staff deployed should be need in appearance courteous but firm & meet presented physical standards for discharging security functions.
- xiv) 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 of his replacement is undertaken.
- xv) 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.
- xvi) 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.
- xvii) 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.

xviii) 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.
- 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.

(P.K. Sharma) Asst. Director (Admn.) FIU-IND F.No. 10-9/2010/FIU (Admn.) Government of India Ministry of Finance, Deptt. Of Revenue Financial Intelligence Unit-India

Tender Notice No. F.No. 10-9/2012/FIU (Admn.) Dated 10.01.2013

# <u>CORRIGENDUM</u>

With reference to our Tender Notice No. **F.No. 10-9/2012/FIU (Admn.) dated 29.12.2012**, it is hereby intimated that the in clause 8 (c) of the terms and conditions is hereby substituted as under:-

"the bidder should have filed income tax returns for the last two assessment years i.e 2010-11 & 2011-12 and a minimum financial turnover of at least Rs. 1.5 crores in the year 2011-12.

The last date for submission of tender is hereby extended to 10<sup>th</sup> February, 2013. The remaining terms and conditions shall remain the same and are available on the website <u>www.fiuindia.gov.in</u>

Sd/-

Assistant Director (Admn)

FIU-India

Annexure- I

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

For providing services Security Services to FIU-IND

- 1. Name of Tendering Company/ Firm / Agency (Attach certificate of registration)
- 2. Name of the Proprietor / Director/Partner of the Agency
- 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 biding 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.

| × 1 | amount | Duration of Contract |    |
|-----|--------|----------------------|----|
|     |        | From                 | То |
|     |        |                      |    |
|     |        |                      |    |
|     |        |                      |    |

Date & Place: Seal: Signature of Authorized Person Name:

Annexure -II

#### 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.

Signature of authorized person

Date: Place: Full Name: Seal:

#### CHECKLIST FOR SUBMISSION OF DOCUMENTS WITH THE TECHNICAL BID

- 1. Application Technical Bid as per Annexure-l 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 2009-10 and 2010-11);
- 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.20,000 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.

Annexure -IV

#### FINANCIAL BID

(To be enclosed in a separate sealed envelope)

For providing services of Ministerial 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 jm
  - g) Total

Signature of authorized person Full Name:

Date: Place: Seal: