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भारत सरकार / GOVERNMENT OF INDIA

संयुक्त निदेशक का कार्यालय ,प्रवर्तन निदेशालय ,बंगलौर अंचल कार्यालय

OFFICE OF THE JOINT DIRECTOR, DIRECTORATE OF ENFORCEMENT, BENGALURU ZONAL OFFICE

3 तल, (बी) ब्लॉक, बी.एम. टी. सी. शांतिनगर, टी.टी.एम.सी. के.एच.मार्ग, शांतिनगर, बंगलौर – 560 027

3rd Floor, B Block, BMTC, Shantinagar – TTMC, KH Road, Shantinagar, Bengaluru – 560 027

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फाईल सं. / F.No. D-14/1/BGZO/2018

दिनांक / Date: 5th April, 2018

TENDER NOTICE NO. 2

The Office of the Directorate of Enforcement, Bengaluru Zonal Office, invites quotations in sealed covers from reputed service providers for providing **Data Entry Operators (DEOs), House Keeping Staff and Security Guard** as mentioned in the Annexure(s) enclosed for the Office premises of the Directorate of Enforcement, situated at 3rd Floor, 'B'Block, Shantinagar TTMC, K.H. Road, Shantinagar, Bengaluru, 560 027 and as mentioned in the Terms and Conditions annexed to this letter.

Service Providers who have sufficient experience in providing such services to various Government Departments, Public Sector Undertakings and Government Autonomous Organisations, alone may apply / participate. The period of contract shall be for a period of two years from 1st May, 2018 to 31st April, 2020 extendable at the discretion of the Joint Director, Directorate of Enforcement Bengaluru Zonal Office, Bengaluru.

The envelopes containing the quote/tender should be super-scribed as Quotation for **Data Entry Operators (DEOs), House Keeping Staff and Security Guard separately** and addressed to the Joint Director, Directorate of Enforcement, 3rd Floor, 'B'Block, Shantinagar TTMC, K.H. Road, Shantinagar, Bengaluru, 560 027. The completed sealed tender should reach this office by 17.00 Hrs., on 13th April, 2018. Bids beyond the specified date/time will not be accepted. **The Quotations will be opened on 16th April, 2018 at 14.00 Hrs., in the presence of the designated committee at the address as above.** If any of the bidders like to participate in the tender opening process, they may present themselves at the venue at the aforesaid time. This office reserves the right to reject any prospective application without assigning any reasons. If any information furnished by the agency is found to be incorrect at a later stage, the agency shall be liable to be debarred from providing the services and may face financial consequences. The bidder may inspect the premises on any working day during working hours, if needed.

(आशिमा बत्रा/Ashima Batra)

उप निदेशक/Deputy Director

A Instructions for Tender

1. The Office of the Directorate of Enforcement, Bengaluru invites tenders from reputed service providers, well experienced in providing Data Entry Operators, House-Keeping Staff and Security Guards in Government/ semi-Government Offices/PSUs etc for the office of the Directorate of Enforcement situated at 3rd Floor, 'B'Block, Shantinagar TTMC, K.H. Road, Shantinagar, Bengaluru, 560 027.
2. The Contract is to be made for a period of two years with effect from 1st May, 2018 to 31st March, 2020. The period of contract may be further extended after the completion of contract if the office requires/desires to continue with the present contractual agreement for providing Data Entry Operators, House-Keeping Staff and Security Guards and if satisfied with their services. The period of contract may be curtailed/terminated before the contract period owing to the deficiency in service or substandard quality of service by the selected Service Provider.
3. The service provider is required to enclose photocopies of the documents as per the requirements of the Technical Bid as given in the Annexure I failing which their bids shall be summarily/out-rightly rejected and will not be considered any further.
4. Conditional bids shall not be entertained and will be out-rightly rejected at the very first instance.
5. All entries in the tender form should be legible and filled up clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. No over-writing or cutting is permitted in the Financial Bid Form. In such cases, the bid shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorised to sign the tender bids. All the pages of the bid shall be signed by the authorised signatory in ink with rubber stamp of the agency.
6. The envelope containing the Technical Bid shall be opened first on the scheduled date and time in the conference room of the Office of the Directorate of Enforcement at 3rd Floor, 'B'Block, Shantinagar TTMC, K.H. Road, Shantinagar, Bengaluru, 560 027 in the presence of the duly authorised representatives of the bidders, if any, who wish to be present on the spot at that time.
7. Financial Bid of only technically qualified eligible bidders, meeting all the requisite criteria shall be opened in the presence of shortlisted bidders or their duly authorised representatives if any, who wish to be present on the spot at that time.
8. The Competent Authority of the Office of the Directorate of Enforcement, Bengaluru reserves the right to annul any or all bids without assigning any reason.
9. The bidder shall quote the Technical and Financial Bids as per the format enclosed at Annexure I and II.
10. All documents furnished shall be numbered at the bottom of each page.

B. Technical Requirements for the Tendering party/firm/company/Agency

The tendering/service provider should fulfil all the following technical specifications:-

1. The Registered Office or one of the Branch Offices of the Service Provider should be located within the Capital City of Bengaluru.
2. The Service Provider should be registered with the appropriate registration authority with regard to providing manpower to the Government Offices, i.e State/Union Labour Department.
3. The Service Provider should have at least two years/experience in providing similar services to Private/Public Sector Company/Banks/ Government Departments etal.
4. The Service Provider Service Provider party/firm/company/Agency should have its Own bank account.
5. The Service Provider should exist on the records of Income Tax and Service Tax Departments.
6. The Service Provider should be registered with the appropriate authorities under the Employees Provident Fund and Employees State Insurance Acts.
7. The Service Provider should have completed at-least one service contract of a value of not less than Rupees 10 Lakhs per annum or two service contracts of Rupees 5 Lakhs per annum related to providing similar services during the last two years.
8. Copy of the Income Tax Returns for AY 2017-18 and 2018-19 alongwith a copy of audited Balance Sheet for the respective Financial Years.
9. The Service Provider shall submit affidavit/undertaking stating that the agency is /has not been black-listed by any Central Government/state Government/Any PSU in any of its previous contract.

Non compliance with any of the above conditions by the Service Provider Shall/will amount to non-eligibility for providing services for which tender has been floated and its tender will be ignored summarily.

C. Fraud and Corrupt Practices

1. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Office my reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
2. Without prejudice to the rights of this Office under Clause 1, hereinabove, if an Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such applicant shall not be eligible to participate in any tender issued by this office for a

period of two years from the date, such Applicant if found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

3. For the purposes of this clause 1, the following terms shall have the meaning here-in-after respectively assigned to them:-
4. Corrupt Practice means (i) the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the project;
5. Fraudulent Practice means a mis-representation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
6. Coercive Practice means impairing or harming or threatening to impair or harm directly or indirectly any person or property to influence any person's participation or action in the Bidding Process;
7. Undesirable Practice means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process or (ii) having a conflict or interest; and
8. Restrictive Practice means forming a cartel or arriving at any understanding or arrangement amongst Applicant(s) with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

D. LEGAL

1. The Service Provider shall be responsible for compliance of all statutory provisions relating to the Minimum Wages, Employees Provident Fund, Employees State Insurance, Service Tax and any other Laws/Taxes/Acts/Rules etc, governing the matter/ issues etc, if any point of time, it is noticed that the Contractor is deviating/swaying from any procedures/taxes/Acts/Rules, then that will be met out, out of the Performance Security Deposit made by the Contractor.
2. The Service Provider shall also be liable for depositing all taxes, levies, cess etc., on account of service rendered by it to the office of the Directorate of Enforcement, Bengaluru to the concerned tax collection authorities from time to time as per the extant rules and regulations on the matter.
3. The Service Provider shall maintain all statutory registers under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of this Office or any other authority under the Law.

4. The Tax Deduction at Source (TDS) shall be done as per the provisions of the Income Tax Law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this office.
5. In case, the tendering Agency fails to comply with any statutory provision/taxation liability under the appropriate law and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.

(All the documents should be numbered)

E Financial

1. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) refundable of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft/Pay Order drawn in favour of the Joint Director, Directorate of Enforcement, Bengaluru, failing which the tender shall be rejected out-rightly.
2. The EMD in respect of the Agency which does not qualify the Technical Bid (First Stage)/Financial Bid (Second Competitive Stage) shall be returned to party/firm/company/Agency without any interest. However, the EMD in respect of the successful tenderer shall be returned after submission of the Performance Security Deposit / adjusted towards the Performance Security Deposit. Further, if the Service Provider fails to provide the services against the initial requirement from the requisite date, the EMD as well as the performance security deposit shall stand forfeited without giving any further notice.
3. Bids, offering rates which are lower than the minimum wages (as applicable) for the pertinent category, would be rejected. The agency shall be liable to pay the minimum rates of wages revised from time to time by the Union Government/State Government.
4. The successful tenderer will have to deposit a Performance Security Deposit for a sum of Rs. 25,000/- (Rupees Twenty Five Thousand only) within two days of receipt of the formal order. The Performance Security Deposit will be furnished in the Form of an Account Payee Demand Draft or a Bank Guarantee drawn in favour of the Joint Director, Directorate of Enforcement, Bengaluru. the Performance Security Deposit should remain valid for a period 60 days beyond the date of completion of the contractual obligations of the supplier. The Department shall not pay any interest on the Performance Security Deposit.
5. The tender document should also specifically mention the agency/service charges appropriately commensurate with the supervisory/administrative effort and financial expenditure involved in providing the services. The bids with NIL/miniscule/negligible/nominal agency/service charges will be rejected.
6. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit will be liable to be forfeited by this office besides annulment of the contract.

7. The Agency shall raise the bill, in triplicate, alongwith the attendance sheet by the 3rd of the succeeding month and submit to the office of the Directorate of Enforcement, 3rd Floor, Shantinagar TTMC, Shantinagar, Bengaluru for payment.
8. The claims made in the bills regarding Employees State Insurance, Provident Fund and Service Tax etal in respect of the previous month should be necessarily accompanied with documentary proof (viz., tax paid challan/receipts etc) while submitting the claim for current month bill. A requisite portion of the bill/whole of the bill amount shall be withheld until proof of payment made to the various statutory authorities are furnished at the discretion of the Office.
9. Settlement of disputes will be as per Indian Arbitration and Conciliation Act, 1996 and venue will be the Office of the Directorate of Enforcement, Bengaluru Zonal Office. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated/appointed by the Joint Director and he shall not be a person below the rank of Assistant Director of Enforcement.
10. The Office of the Directorate of Enforcement, Bengaluru reserves the right to withdraw/relax/add any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered at any stage.

Schedule I : Data Entry Operators

1. Personnel Required :-

- 1.1 The personnel to be deployed should have sound medical fitness, good physique, good moral character, experience and training to handle any type of Data Entry Operating works.
- 1.2 Proper identification cards must be provided to the Data Entry Operators and Supervisor, if any.

2. Duties of Data Entry Operators :-

The DEO shall undertake all types of work, viz. Data Entry, Typing, Stenography work etal.

3. Emergency Work/Weekend Work :-

The contractor shall provide the required Data Entry Operator, to this office as and when required by the authority. He shall also provide Data Entry Operators on Saturday, Sunday and any other Gazetted Holidays, if required by the Office of the Bengaluru Zonal Office of the Directorate of Enforcement.

General Conditions :-

The educational qualification and nature of duties in respect of Data Entry Operators, House Keeping Staff and Security Guards are as given below :-

| CATEGORY | SPEED WORDS P.M. | PROFICIENCY IN |
|--------------------------------|---|--|
| Graduate and above | 60 words Per Minute (in English) | Window OS, MS Office (Word, Excel PPT) |
| Matriculates but not graduates | 50 words Per minute (English with 90% accuracy) | Window OS, MS Office (Word, Excel PPT) |

The Personnel deployed should be well experienced, trained adequately and of sound health. They should be disciplined and well mannered, having experience in following fields: -

- Should have sound knowledge of preparation of presentation.
- Knowledge of excel and should be capable of preparing chart and graphs.
- Should have sound knowledge of MS word (Page size, tab and margins, Alignment page numbering, style sheet, format back printing placement of pictures, modification as per requirement of office).
- Knowledge of Bookmark, setting in packing viz. word, excel, Power Point presentation
- Internet knowledge, Email printing.
- Taking dictation from officers of the Directorate.
- Handling all administrative work.
- Knowledge of Kannada (Read and write)

Schedule II: House-Keeping Staff

1) PERSONNEL REQUIRED :-

- 1.1 The personnel to be deployed should have sound medical fitness, good physique, moral character, well-experienced and trained to handle any type of House Keeping Work or any other work entrusted to them.
- 1.2 Proper uniform and identification cards must be provided to the House Keeping Staff and supervisor, if any.
- 1.3 The personnel deployed should have knowledge of local language
- 1.4 The personnel deployed should not be changed without prior notice to the under-signed.

2) DUTIES OF HOUSE KEEPING STAFF

The Contractor shall undertake all type of work viz. General cleanliness of the office, non clerical work, watch

and ward duties, and any other work assigned by the office / supervisor authority from time to time.

2.1 Emergency work: The contractor shall provide the required House Keeping Staff to this office as and when required by the authority. He shall also provide House Keeping Staff on Saturday, Sunday and any other Gazetted Holidays, if required by any offices under Directorate of Enforcement, Bengaluru

General Conditions:-

- a) The duties of the House Keeping Staff would broadly include general cleanliness of the office, non-clerical work, watch and ward duties, outdoor work such as delivery of DAK, files etc., and any work assigned by the office / supervisor authority from time to time.
- b) Quotation for housekeeping work includes maintenance, i.e. cleaning of floor, toilets, Glass Doors, Windows, Light Fixtures, Office/modular furniture, office equipments like photocopiers, computer systems, compactors, storage racks, printers, telephone instruments and other office accessories, maintenance of potted plants within/outside office etal, of the Office of the Directorate of Enforcement, Bengaluru. The premises has an area of around 12000 square feet.
- c) The contractor / bidder shall be required to provide House Keeping Staff having a fair knowledge of reading and writing English, Kannada and Hindi. They should be able to work till late hours.
- d) cleaning and removing of blockage work at pipes and toilets and building premises during emergency.
- e) Weekend work:-

Dusting of ceilings, walls, light shades, frames, fans etal.

Cleaning all the furnitures and equipments, in the office.

Brushing and washing of floors stairs with necessary detergents, Cleaning with chemicals etc, if required.

Removing stains from walls/floors

Removing cobwebs once in a week.

To handle any type of House Keeping work or any other work entrusted to them.

Schedule III: Security Guards :-

The personnel to be deployed should have sound medical fitness, good physique, moral character, well-experienced and trained/qualified to perform the security duties for which they are deployed. They shall not be beyond the age of 58 years and this office shall have the right to ask the service provider to remove any security personnel considered incompetent or found

unsuitable or for any other reason. persons removed for the above reasons shall not be deputed again without the consent of the Directorate.

Duties of the Security Guards:-

- 1) The personnel deputed for security duty ought to be polite, courteous but firm, disciplined, physically fit, alert and smartly dressed in a neat and tidy uniform.
- 2) The personnel should also be capable to attend the distinguished visitors, VIPs and Officers with compliments.
- 3) Maintain strict security of persons, material and premises and maintain a diary to note all important event/happenings/information received for passing on to the Assistant Director (Admin). To be entirely responsible for thefts of easily movable items such as office records (files) etc and office equipments.
- 4) Not to leave the place of duty under any circumstance until and unless properly relieved, i.e. signing in handing/taking over register etc.
- 5) in case of fire, the security guard will immediately alert the staff on duty and assist in fire fighting operations and also inform the building in charge of that building. in case of fire accident before or after office hours, the security guard shall inform the nearest fire station, police station and building incharge.
- 6) Security Guard must watch that there are no unidentified/unclaimed/suspicious objects lying or persons loitering in the building/office premises.
- 7) The names of the security guard should always be displayed by them on their uniforms for the purpose of identification.
- 8) The service provider should arrange for surprise checks (during day and night) to check the alertness and attentiveness of the security guards.
- 9) The security guard shall at all times comply with all directions and instructions of the competent authority. Non-compliance of instructions may lead to termination of agreement.

TERMS AND CONDITIONS AND RESPONSIBILITY OF THE SERVICE PROVIDER FOR THE CONTRACT OF DATA ENTRY OPERATORS , HOUSE KEEPING STAFF AND SECURITY GUARDS:-

01. The work shall be done on all working days and payment will be made on the basis of attendance of persons, and pro-rata deduction shall be made in the absence of any persons on any day/part of the day, if no substitute is provided by the contractor. Payments shall be made monthly on pro-rata basis in respect of all services.
02. The working hours will be as under:
 - (a) from 09.30 AM to 06.00 PM duty, with ½ Hr (1.30 to 2.00) Lunch time break for Data Entry Operators on all working days including Saturday.
 - (b) from 09.00 AM to 05.30 PM duty with ½ Hr (1.00 to 1.30) Lunch time break for House Keeping Staff on all working days including Saturdays.

- (c) The security guard shall be provided for all days in the year from 7.00 PM to 7.00 AM or till the time of relief by Sepoy/MTS staff of the Directorate.
- (d) The relationship between the customer/Directorate of Enforcement, Bengaluru and the contractor/bidder would be that of the customer and a Service Provider and none of the employees or agent of the contractor / bidder shall ever be treated as deemed to have been the employee of the Directorate of Enforcement, Bengaluru. The Contractor/ bidder shall explain this nature of relationship to all his employees or agent before deploying them for services to be rendered to the customer/Directorate of Enforcement, Bengaluru. As a token of their agreement for such a relationship, a signed declaration from the employee / agent shall be obtained by the contractor/bidder and be produced as and when called upon to do so by the customer/ Directorate of Enforcement, Bengaluru
- (e) All existing statutory regulations of both the State as well as the Central Governments, if applicable, should be strictly adhered to by the Service Provider and paid by him in time on his own account. The evidence of compliance to this effect shall be submitted to the customer/ Directorate of Enforcement, Bengaluru by the contractor/bidder every month along with the bill, failing which the payment of the bill may be withheld or stopped. The customer/Enforcement, Bengaluru will, in no way be responsible for or associate itself with payment of any statutory liabilities or the salary paid or payable to the DEOs /House Keeping Staff/Security Guard by the contractor/bidder. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
- (f) The service provider is responsible for payment of monthly salary including leave salary, bonus, gratuity etc. to the personnel as applicable to them under law. The service provider should ensure that salaries are paid in time every month.
- (g) The contractor/bidder should ensure that the salaries/wages are paid to the workers on 5th of every month without deduction of service charge of any kind from minimum wages. Only statutory deduction should be done of work force deployed. The bill should be put up by the service provider to this Directorate by the 1st of the following month. The payment shall be made to the Service Provider only after submission of the bill and submission of receipt/acknowledgment for having received payment for the previous month from this office. The contractor/ bidder shall be liable to submit along with the bills, the certified copies of Bank pass books reflecting therein entries of the payment made to the Data Entry Operator/House Keeping Staff/Security Guard in accordance with the Minimum Wages Act prescribed by the Govt. Bill not accompanied with the copies of the pass books shall not be entertained for payment. Non compliance to this effect

may even lead to termination of services and agreement thereof.

- (h) The contractor/Service provider shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
- (i) All damages caused by the personnel to the property of the office shall be recovered from the Service Provider.
- (j) The contractor/bidder shall be duty bound to immediately replace any DEO whose services are not found satisfactory by this Directorate. In case any DEO is absent, the contractor should provide an immediate substitute failing which the payment will be deducted accordingly for the period/no of days of absence for non provision of services with applicable penalty as deemed fit by the officer concerned.
- (k) Department/office will not involve in any dispute between the service provider and workers/employee of this service provider.
- (l) Notwithstanding anything contained herein, this office reserves the right to terminate the services of the Contracting Agency/Service Provider at any time after giving a notice of one month. The letter communicating such termination of the contract shall be served on the contractor/bidder in person or by registered post at the address mentioned in the contract or at the last known address.
- (m) The number of Data Entry Operator/House Keeping Staff/ Security Guard may increase or decrease on requisition of the Authority.
- (n) The persons supplied by the service provider should not have any adverse police records / criminal cases against them. The service provider should make adequate enquiries about the character and antecedents of the persons whom they provide for executing outsourced services.
- (o) The Service provider's personnel shall not divulge or disclose to any persons any details of office operation process, technical know-how, arrangements, administrative / organizational matters as all are confidential / secret in nature.
- (p) The service provider's personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of the customer. The service provider shall be responsible for any act of indiscipline or other-wise on the part of persons deployed by him.
- (q) The service provider shall ensure proper conduct of his persons in officer premises and enforce prohibition of consumption of alcoholic drinks, paan, tobacco, gutka, smoking, loitering without work etc.

- (r) The minimum wages paid to the service provider will be the amounts notified under Minimum Wages Act by the Competent Authority whenever the wages / statutory payments are enhanced or reduced by notification the service provider shall bring the same to the notice of the customer. If it is found that the service provider has paid wages to any workers, lower than the minimum wages notified by the Competent Authority then the contract is liable to be terminated.
- (s) The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his / her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- (t) This department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- (u) The contractor/service provider shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party. If the customer suffers any loss or damage on account of negligence, default or theft or otherwise due to any act of omission / commission of the employee / agents of the service provider, then the service provider shall be liable to reimburse this department for the same. The service provider shall keep this department fully indemnified against any such loss or damage. The amount of loss so quantified shall be adjusted against any bills pending for payment to the service provider.
- (v) The agreement can be terminated by either party by giving one month notice in advance. If the service provider fails to give one month notice in writing for termination of the agreement then one month's wages, etc. And any amounts due to the service provider shall be forfeited.
- (w) The service provider shall not assign, transfer, pledge or sub contract the performance of service without the prior written consent of this department.
- (x) If any false / incorrect / wrong / inconsistent / suppressed / part information is noted and has been provided / not provided (as the case may be) by the service provider under this agreement or leading to this agreement, it shall render this agreement liable to be cancelled.
- (y) Any change in the constitution or ownership of the concern of the contractor shall be notified forthwith by the contractor in writing to the O/o the Directorate of Enforcement, Bengaluru 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 al

the instructions and terms and conditions of the contract.

- (z) Any change in staff / MTS of the contractor must be informed to the Office of the Directorate of Enforcement, Bengaluru.
- (aa) The Office of the Directorate of Enforcement, Bengaluru reserves the right to reject any particular personnel employed by the contractor without assigning any reason thereof. Such staff will have to leave the campus at short notice and shall be replaced by suitable substitute. The contractor shall furnish a detailed list of employees along with their addresses, photo identity proof to the Directorate of Enforcement, Bengaluru
- (bb) In the event of instances of the gross misbehaviour, theft, burglary, moral turpitude, misuse of the occupied area, breach of a contract, unsatisfactory services etc. by the contractor or by any staff / agent of the contractor, O/o the Directorate of Enforcement, Bengaluru may forthwith terminate this contract summarily.
- (cc) All disputes arising out of this contract shall be subject to the jurisdiction of courts of Bengaluru.
- (dd) The contractor is liable for payment of penalty as may be levied by the Department up to a maximum of Rs. 1000/- (Rupees one thousand only)_ per instance for poor services, inadequate staff, use of the office properties by the personnel employed by the contractor etc. and / or for non-compliance of any terms of the contractor and he same shall be recoverable from the bills payable to the contractor. This applies to all the work covered in this contract.
- (ee) The workers provided by the contractor shall have no privity of contract with The Directorate of Enforcement, Bengaluru Zonal Office, Bengaluru and they shall not be treated employees / part time workers of licensees of the department i.e. the The Directorate of Enforcement, Bengaluru Zonal Office, Bengaluru in any manner whatsoever for the purpose of wages / payments of any nature / or statutory obligations as per law of the land.

(आशिमा बत्रा/Ashima Batra)

उप निदेशक/Deputy Director
Directorate of Enforcement,
Bengaluru Zonal Office
Phone No. 080 - 22537899

ANNEXURE - I

T E C H N I C A L B I D

(To be enclosed in a separate sealed envelope)

For providing Data Entry Operator, House Keeping Staff and Security Guard in the Office of Directorate of Enforcement, Bengaluru Zonal Office Bengaluru

| Sl. No. | Particulars | Page No. | |
|--|---|-----------------------------------|---------------------------------|
| 01 | Name and address of the bidder / Tendering Company / firm / agency. (attach certificates of registration) | | |
| 02 | Name of Authorized Signatory | | |
| 03 | Name of proprietor / Director of Company/Firm /Agency. | | |
| 04 | Full Address of Registered Office with Telephone No, Fax No. and E-mail address. | | |
| 05 | Full address of operating / branch office with Telephone No., Fax No., and Email with name of the Contact person(s) and Mobile No. to whom all reference shall be made. | | |
| 06 | Banker of Company / Firm / Agency with full address (Attach certified copy of statement of A/C for the last three financial years). | | |
| 07 | PAN / GIR No. (Attach attested copy) | | |
| 08 | Service Tax Registration No. (Attach attested copy) | | |
| 09 | EPF Registration No. (Attach attested copy) | | |
| 10 | ESI Registration No. (Attach attested copy) | | |
| 11 | Documents showing completing at least one service of value not less than Rs. 05 Lakhs per annum or 2 contracts of Rs. 2.5 Lakhs per annum related to providing similar services in a single contract during the last three years | | |
| 12 | Labour Department Registration No. with evidence. | | |
| 13 | Give Details of the major similar contracts handled by the tendering Company / Firm / Agency on behalf of Government Departments, PSUs and other Private Sector, during the last three years in the following format (Attach copies). | | |
| Sl. No. | Details of Client along with address, Tel. No. & Fax No. | Amount of Contract (Rs. In Lakhs) | Duration of Contract From: To : |
| (If the space provided is insufficient, a separate sheet may be attached). | | | |

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|----|---|--|--|
| 14 | Income declared in IT returns for the past three years (Enclose copy of IT returns acknowledgement for the relevant assessment years) | | |
| 15 | Total turnover of the business for the past three years(Attached copy of Audited B/s for Year 2014-15, 2015-16 & 2016-17). | | |
| 16 | Affidavit / under tasking stating that the agency is / has not been black listed by Central / State Government / PSU etc. in any of its previous contracts (Attach copy). | | |
| 17 | Declaration about Fraud and corrupt practices (Duty signed and attested as given in the Tender Document - Annexure - III). | | |
| 18 | Details of Earnest Money Deposited : DD No. _____ dated _____ Amount Rs. _____ Drawn Bank _____ _____ | | |

Signature of authorized person

Date :

Name :

Place :

Seal :

DECLARATION

I, _____ Son /
daughter / wife of Shri.
_____ Proprietor /
Partner / Director, authorized signatory of the Company /
Agency / Firm, mentioned above, is 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 to 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 information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name :

Seal :

Date :

Place ;

ANNEXURE - II

FINANCIAL BID

(To be kept in a separate sealed envelope)

For providing Data Entry Operator, House Keeping Staff and Data Entry Operator in the Office of Directorate of Enforcement, Bengaluru Zonal Office, Bengaluru

01. Name and address
(with telephone No. &
Fax No. of tendering
Service Provider
Company / Firm / Agency

:

Particulars of Bid per Data Entry Operator, House Keeping Staff and Security Staff, inclusive of all the applicable taxes, viz. Service Tax.

| Sl. No. | Particulars | AMOUNT (In Rs.) | | | |
|---------|--|---------------------|-------------------------------|---------------------|----------------|
| | | For D E O S | | | |
| | | Graduates and above | Matriculates but not Graduate | House Keeping Staff | Security Guard |
| 01 | Wages * | | | | |
| 02 | P F Contribution * | | | | |
| 03 | ESI Contribution * | | | | |
| 04 | Other liabilities | | | | |
| 05 | Service Tax * | | | | |
| 06 | GRAND TOTAL | | | | |
| 07 | Rate per day for Saturday / Sunday / Holiday | | | | |
| 08 | Rate per extra hour. | | | | |

* The Agency shall be liable to pay the minimum rate of wages revised from time to time by the State Government/Central Government

DEDUCTIONS : The Income Tax as applicable shall be deducted at source. The Service Providing Company / Agency / Firm shall be responsible for meeting out all the tax implications as per Rules of other Government Departments.

NOTES :

(1) The rates quoted by the tendering Agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract. Therefore, all the charges statutory or otherwise borne should be given separately.

(2) The payment shall be made on conclusion of the calendar month only on the basis of duties performed by the Service providing Company / Agency / Firm during the month on Pro-rata.

DECLARATION

I hereby certify that the information furnished above is true 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; I / We will be black listed and will not have any dealing with the Department in future.

Signature of Authorized person
Full Name : _____
Seal : _____
Place : _____
Date :

ANNEXURE - III

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority on a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that ;

a) We have directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice as defined in Section-B of Fraud and corrupt practice on the General instructions for tender document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprises or any Government, Central or State;

and

b) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section-B of Fraud and Corrupt practice of the terms and conditions of the documents, no person acting for us or on our behalf has engaged in ay corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our associates have not been convicted by a court of law or indicated of adverse orders passed by a regulatory authority, which

could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge sheeted by any agency of the Government or convicted by a court of law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors / Managers / Employees.

DECLARATION

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

(Signature of Authorized Signatory with date)

DIRECTORATE OF ENFORCEMENT, BENGALURU ZONAL OFFICE