

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	12-05-2023 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	12-05-2023 15:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Finance
<b>Department Name/विभाग का नाम</b>	Department Of Revenue
<b>Organisation Name/संगठन का नाम</b>	Directorate Of Enforcement
<b>Office Name/कार्यालय का नाम</b>	Kolkata Zonal Office
<b>Item Category/मद केटेगरी</b>	Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Data Entry Operator , Manpower Outsourcing Services - Minimum wage - Unskilled; Admin; Multi-tasking Staff , Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Security Without Arms
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	200 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

<b>Bid Details/बिड विवरण</b>	
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	12483190
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Item wise evaluation/
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	277776
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	228350
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	92592
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	25440

#### **ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### **Beneficiary/लाभार्थी :**

Superintendent  
Kolkata Zonal Office, Department of Revenue, Directorate of Enforcement, Ministry of Finance  
(Debasasad Das)

## Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

## MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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## MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

## Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:**The Bidder should have executed at least 3 no. Projects with Contract value not less than Rs. 1 Crore for Each Contract of providing Manpower Services to Central/State Govt. Departments In last 3 F.Y

**The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:**The Bidder should have executed at least 3 no. Projects with Contract value not less than Rs. 1 Crore for Each Contract of providing Manpower Services to Central/State Govt. Departments In last 3 F.Y

**Scope of work & Job description:**[1681910399.pdf](#)

**Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:**[1681910619.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1681910712.pdf](#)

**Evaluation Method** ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	555530	Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Data Entry Operator	Number of Resources to be hired : 15
Schedule 2	4567020	Manpower Outsourcing Services - Minimum Wage - Unskilled; Admin; Multi-tasking Staff	Number of Resources to be hired : 15
Schedule 3	1851840	Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Security Without Arms	Number of Resources to be hired : 5
Schedule 4	508800	Manpower Outsourcing Services - Minimum Wage - Unskilled; Admin; Multi-tasking Staff	Number of Resources to be hired : 2

**Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Data Entry Operator ( 15 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Admin
List of Profiles	Data Entry Operator
Educational Qualification	Graduate
Specialization	Any Discipline
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Designation	

Specification	Values
Title for Optional Allowances 1	0
Title for Optional Allowances 3	0
Title for Optional Allowances 2	0

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Debaprasad Das	700064, Enforcement Directorate, CGO Complex, 3rd MSO Building, 6th Floor, DF Block, Salt Lake Sector 1	15	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 866</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 4</li> <li>• EPF Admin Charge (INR per day) : 4</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 28</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 104</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Admin; Multi-tasking Staff ( 15 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	0
Designation	
Title for Optional Allowances 2	0
Title for Optional Allowances 3	0

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Debaprasad Das	700064, Enforcement Directorate, CGO Complex, 3rd MSO Building, 6th Floor, DF Block, Salt Lake Sector 1	15	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 711</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 4</li> <li>• EPF Admin Charge (INR per day) : 4</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 23</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 85</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

### Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Security Without Arms ( 5 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Others
List of Profiles	Security Without Arms
Educational Qualification	Secondary School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA

Specification	Values
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 3	0
Title for Optional Allowances 2	0
Designation	
Title for Optional Allowances 1	0

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता



S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Debaprasad Das	700064, Enforcement Directorate, CGO Complex, 3rd MSO Building, 6th Floor, DF Block, Salt Lake Sector 1	5	<ul style="list-style-type: none"> <li>• EDLI (INR per day) : 4</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 4</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 866</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 104</li> <li>• ESI (INR per day) : 28</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

### Manpower Outsourcing Services - Minimum Wage - Unskilled; Admin; Multi-tasking Staff ( 2 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA

Specification	Values
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Designation	
Title for Optional Allowances 1	0
Title for Optional Allowances 3	0
Title for Optional Allowances 2	0

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Debaprasad Das	700064, Enforcement Directorate, CGO Complex, 3rd MSO Building, 6th Floor, DF Block, Salt Lake Sector 1	2	<ul style="list-style-type: none"> <li>• EDLI (INR per day) : 3</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 3</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 595</li> <li>• ESI (INR per day) : 19</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 71</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Enforcement Directorate  
C.G.O Complex, 3rd MSO Building,  
6th Floor  
DF Block, Saltlake,  
Kolkata 700064

### 3. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

5. **Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

6. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

7. **Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

8. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

9. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

10. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

11. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

12. **Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

13. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

DDO, Enforcement Directorate  
payable at  
Kolkata

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 14. Purchase Preference (State)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

#### 15. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 16. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

DDO, Enforcement Directorate  
payable at  
Kolkata

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 17. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

#### 18. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

1.	<b>भारत सरकार</b>	1.
1.	<b>Government of India</b>	
2.	संयुक्तनिदेशककार्यालय ,ज़ोन-1	
3.	<b>Office of the Joint Director, Zone I</b>	
4.	<b>प्रवर्तन निदेशालय/Enforcement Directorate</b>	
5.	सी.जी.ओकोम्प्लेक्स,तृतीयएम.एस.ओ.भवन,छठा तल,डी .एफ .ब्लॉक	
6.	<b>CGO Complex, 3<sup>rd</sup> MSO Building, 6<sup>th</sup> Floor, DF Block,</b>	
7.	साल्ट लेक,कोलकाता - 700064 <b>Salt Lake, Kolkata - 700 064</b>	
8.	दूरभाष सं0/Tel.No.: 23219210,23219236फैक्स/Fax : 23378346:	
9.	E-mail: ddklzoi1-ed@gov.in	
10.		

11.  
12.  
13.

फा. सं/F. NO. A-40/13/Kol/2016/Vol-III/

दिनांक/DATED- . .2023

**NOTICE INVITING TENDER IN TWO BIDS SYSTEM FOR OUTSOURCING OF VARIOUS MANPOWER SERVICES ON CONTRACT BASIS FOR ENFORCEMENT DIRECTORATE, KOLKATA AND SILIGURI ON GEM.**

Sealed Tenders are invited for out sourcing of various manpower services under following category/work ON CONTRACT BASIS for the office of Enforcement Directorate, Kolkata for a period of one year which can be extended upto three years on the basis of satisfactory performance.

<i>Sl. No</i>	<i>Post</i>	<i>Category</i>	<i>For Kolkata</i>	<i>For Siliguri</i>
02.	Data Entry Operator	Skilled	15	--
03.	Security (without arms)	Skilled	05	--
04.	Attendant/ Helper/ House Keeping Staff/MTS	Semiskilled/Unskilled	15	02
<b>TOTAL</b>			<b>35</b>	<b>02</b>

**Important Dates**

<b>Procedure of Bid</b>	<b>Dates</b>
<b>Bid Document Collection/Download Start Date &amp; Time</b>	<b>20.04.2023 from 03:00 pm onwards</b>
<b>Bid Submission Start Date &amp; Time</b>	<b>21.04.2023 from 11:00 am</b>
<b>Bid Submission End Date &amp; Time</b>	<b>12.05.2023 at 03:00 pm</b>
<b>Date &amp; Time of Opening of Technical Bid</b>	<b>12.05.2023 at 04.30 pm</b>

The (Notice Inviting Tender) tender documents will be available for viewing / downloading on CPP port

al i.e. <https://eprocure.gov.in/eprocure/app/> and departmental website of Enforcement Directorate i.e. <http://www.enforcementdirectorategov.in> and on GeM portal <https://gem.gov.in>

**Bid Submission:**Bids shall be submitted only through GeM but EMD shall be deposited in indenting office during normal office hours. Bidders are advised to follow the instructions and note the Terms and conditions of this contract, mentioned below as per Annexure -A and General Terms and conditions mentioned in Annexure B as uploaded on GeM & CPPP & departmental website i.e. <http://www.enforcementdirectorategov.in>.

- 1. Period of Contract:** The contract will be for a period of one year from date of signing of contract with successful bidder(s) which may be extended further upto three years (after evaluation of work each year) on satisfactory performance. Directorate of Enforcement, Kolkata reserves the right to extend or reduce the period of time. It can terminate the contract anytime in case of emergency administrative reasons/breach of terms & conditions.
- 2. The tender shall be submitted in two parts viz. technical bid and financial bid. All the physical copy of scanned pages of bid being submitted must be duly filled and duly signed. All relevant papers should be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Fax/email etc. shall not be considered. No correspondence will be entertained in this matter. Successful bidders need to submit all relevant documents uploaded on GeM along with their bid(s) in original in this office. Scanned copies of all the documents which have been requested in the Annexures and this tender document shall be uploaded and should be clearly visible. The Financial Bid/Bids will be taken up only if the technical specifications are found satisfactory otherwise the tender will be straight away rejected.**
- 3. The bid forms and other details can be obtained from the CPPP Portal website <http://www.eprocure.gov.in> and department website <http://www.enforcementdirectorategov.in> and on GeM <https://gem.gov.in>.**

4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <http://www.eprocure.gov.in> and department website <http://www.enforcementdirectorater.gov.in> and on GeM <https://gem.gov.in>. shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be summarily rejected and EMD would be forfeited and bidder is liable to be banned.
5. Bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> and department website <http://www.enforcementdirectorater.gov.in> and <https://gem.gov.in/cppp> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
6. Bids submitted on GeM shall only be considered for tendering process and its evaluation thereof.
7. The aforementioned number of manpower in each category is indicative and it may vary based on requirement.
8. Not more than one tender shall be submitted by bidders having business relationship among themselves. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another [i.e. when one or more partner(s)/director(s) are common] be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
9. In the event of any of the above-mentioned date being subsequently declared as a holiday/closed day for this office, the tenders will be opened on the next working day at the scheduled time.
10. Bidder to upload ITR for last three financial years.
11. The bidders under MSME/Startup India Category are exempted from the past experience and turnover criteria and Submission of EMD and accordingly if an exemption is claimed then proof of the same must be attached.
12. While all efforts have been made to avoid errors in the drafting of the tender documents, the bidder is advised to check the same carefully. No claim on account



unt of any errors detected in the tender documents s  
ubmitted through GeM shall be entertained. The part  
ies to the Bid shall be the 'Bidders' (to whom the wo  
rk has been awarded) and the Office of the Joint Dire  
ctor, Kolkata Zonal Office -I, Enforcement Directorat  
e, Kolkata.

13. The Bidder should clarify any doubt/query. if any, fro  
m Shri Debaprasad Das, Superintendent (Admin.), En  
forcement Directorate, 6<sup>th</sup> Floor, 3<sup>rd</sup> MSO Building, D  
F Block, Salt Lake, Kolkata on any working day betw  
een 11.00 A.M.to 05:00 P.M.

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ASSISTANT DIRECTOR (ADMN.)(LINK)

ENFORCE

MENT DIRECTORATE

फ़. सं/F. NO. A-40/13/Kol/2016/Vol-III/  
D- . .2023

दिनांक/DATE

Copy to: -

1. Admin Section for uploading the same on CPP Portal website an  
d GeM.
2. The Deputy Director (Admin), ED, HO, New Delhi  
with request to upload the same on the official website  
of this Directorate.
3. Notice Board of Enforcement Directorate, Kolkata.

Tenders are invited from registered bonaf

ideAgency/Contractor/Manpower Service Provide  
rs to provide “Skilled, Semi-skilled, Unskilled etc  
.” ON CONTRACT BASIS for Enforcement Director  
ate, Kolkataand Siliguri for the period of one yea  
r which can be extended upto two years subject t  
o review of performance of the Agency/Contracto  
r on quarterly basis.

The Technical and Financial terms and conditions shall be as follo  
ws: -

**ANNEXURE-A**

**(A) TECHNICAL:**

1. The Agency/Contractor should have a trade li  
cense issued by the concerned authority.
2. The Agency/Contractor providing the service  
s should be in business of providing Manpow  
er Services to Government / PSU /Corporate o  
ffices at least for three years (Requisite docu  
ments to support this claim will have to be p  
roduced).
3. The Agency/Contractor should be registered  
with Goods &Service Tax Department and sho  
uld submit a copy of valid Goods & Service T  
ax Registration Number.
4. The Agency/Contractor must submit a copy o  
f the PAN/Income Tax Return for last three y  
ears.
5. The registration certificate of the Agency/Co  
ntractor along with the address of the Office  
& telephone number, email id etc. should be  
furnished.
6. The vendor shall ensure all PF, ESI, EDLI & E  
PF Admin Charge norms while hiring his staff  
.

- 7. Earnest Money (EMD) should be 5% of the total ceiling value. EMD submitted in the form of Account Payee Demand Draft in favor of the Drawing and Disbursing Officer, Enforcement Directorate, Kolkata shall be accepted. Details of EMD needs to be mentioned while uploading Technical bids on GeM and original instruments to be submitted in office at the address: - Enforcement Directorate, CGO Complex, D.F. Block, Salt Lake, Kolkata-700064 before last date of bid submission. The original instrument in respect of Earnest Money should have validity period of 45 days beyond the final bid validity period & must be submitted with technical bid, failing which bid shall be summarily rejected without consideration.**
- 8. The Successful bidder will have to furnish a Performance Security of amount equivalent to 5% of the annual value within 07 days from the date of award of Contract 07 days from the date of award of contract the form of either a Bank Guarantee, valid for 60 days beyond the term of the contract, issued by a scheduled bank as per format at Annexure - II or a Demand Draft issued by a Scheduled Bank, favouring "DDO, Enforcement Directorate, Kolkata". No claim shall be made against Government of India / Assistant Director (Admn.), Enforcement Directorate, Kolkata in respect of interest accrued, if any, due on the Performance Security Deposit.**
- 9. The performance of the engaged Agency/Contractor will be assessed as regular basis and the Agency/Contractor ready to meet terms and conditions as stipulated in NIT should submit their bids. Technical bid shall include documentary proof in respect of each of the aforementioned points of Technical terms and conditions. Financial bids of Agencies, failing to fulfill the above conditions, will not be considered.**
- 10. Declaration of bidders given in Annexure-IV must be filled in all respect and incomplete form may result into cancellation of the bid.**

**11. The Technical Bid should be submitted in the enclosed Performa Annexure - III & IV. (Technical)**

**(B) FINANCIAL:**

- 1. The Agency/Contractor capable of supplying all items of services as mentioned in the tender documents and ready to bid for all items only shall be considered.**
- 2. Agency/Contractor should submit Technical Bid and declaration as per Annexure - III and II.**
- 3. Bids complete in all respect will only be considered. The bid must be cost effective in totality (total payability in terms of number of persons to be deployed). No partial evaluation will be entertained while determining the lowest bidder. Same constraints shall be applicable for all bidders for evaluating the tender.**
- 4. In case, engaged Agency/Contractor being a successful bidder, at a later stage refuses to provide services, the bid by Agency/Contractor may be considered for cancellation and Performance Security will be forfeited and department may consider to take necessary action including blacklisting the said /Agency/Contractor. The department reserves the right to take services from other eligible bidders by engaging them in case of breach of terms by lowest bidder.**
- 5. The rates shall be quoted in the format as per at Annexure - V(Financial).**
- 6. The Agency/Contractor shall also indicate the rate of deduction per day/per hour in case of any shortfall in attendance/specified duty hour of the worker provided by them. It is mandatory for the Agency/Contractor to provide**

**e substitute manpower in absence of regular manpower.**

- 7. The rate of wages payable to the personnel engaged by the Agency/Contractor shall not be less than the rates prescribed for the schedule of employment under the Minimum Wages Act, 1948. The remuneration after deduction of PF, ESI, EDLI & EPF Admin Charge against deployed staffs are required to be paid, if applicable, as per law on the 1<sup>st</sup> day of next month through ECS to their Bank Account positively. The photocopy of bank statement showing remuneration payment has to be submitted to the office within 7<sup>th</sup> of next month. The Agency/Contractor shall also provide pro perpay slip duly signed and with company seal to their employee mentioning the total breakup of their salary details.**

**(C) SCOPE OF WORK:**

**1. Data Entry Operator**

**1.1 The personnel to be deployed should have sound medical fitness, good physique, good moral character, experience and trained to handle all type of Data Entry operating work.**

**1.2 The DEO should have Knowledge of Window Operating System, MS Office (word, Excel, PPT) and shall undertake all types of work, viz. Data entry, Typing and Stenography work etc. Preparation of drafts/documents, letters and tables, computer file handling. Cataloguing, filing, maintenance of files. Movement of files from one room to other as per instructions of the officers and staff. In addition to the above works, other related work may also be entrusted by the office.**

**2. House-Keeping Staff/MTS Service/Sweeper**

**2.1 The personnel to be deployed should have sound medical fitness, good physique, good moral character, experience and trained to handle any type of House-Keeping work or any other work entrusted to the**

- m. The personnel should have knowledge of local language.
- 2.2 The personnel shall undertake all type of work viz. General cleanliness of the office , non-clerical work and any other work as signed by the office/supervisor authority from time to time.
- 2.3 The personnel shall carry out Sweeping, Dusting & Mopping of all areas, in office premises including chair, tables and other furniture, window-glass, door, entrance and almirah, rack etc. and cleaning of washrooms. In addition to regular maintenance and upkeep of office premises/ regular sanitization related work may also be entrusted by the office.
3. Security Guard
- 3.1 The personnel deputed for security duty are to be polite, courteous but firm, disciplined, physically fit, alert and smartly dressed in a neat and tidy uniform.
- 3.2 Maintain strict security of persons, material and premises and maintain a diary to note all important event/happening/information.
- 3.3 Not to leave the place of duty under any circumstance until and unless properly relieved, i.e. signing in handing/taking over register etc.
- 3.4 Security Guard must watch that there are no unidentified/unclaimed/suspicious objects lying or persons loitering in the building/office premises.
4. The Agency/Contractor has to provide services to Enforcement Directorate offices and other properties under ED in the state of West Bengal and when required. They may also be asked to provide services at different locations also on urgency.
5. Agency/Contractor will ensure educational qualification/physical efficiency of the engaged personnel as per Govt. prescribed classification of category of staff (for daily wages labour) and accordingly applicable rate will be paid.

-

**ANNEXURE-B**

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**(D) GENERAL TERMS AND CONDITIONS:**

- 1. The period of contract will initially be for a period of one year from the date of award of contract and can be extended upto two years subject to review of performance of the Agency/Contractor on quarterly basis.**
- 2. The outsourced personnel engaged for the work should not have any criminal antecedents. His/her antecedents should be verified by the Agency/Contractor from the local police authorities and a certificate to this effect is to be provided by the Agency/Contractor to this office.**
- 3. The outsourced personnel's provided by the Agency/Contractor should submit educational testimonials & character certificates at the time of their deployment with their antecedents to the Agency/Contractor, who in turn covering letter shall submit copies of such documents duly certified to this office.**
- 4. The outsourced personnel should be above 18 years of age and he/she should be physically and mentally fit. The Directorate of Enforcement, Kolkata reserves the right to select suitable candidates from the persons provided by the Agency/Contractor.**
- 5. The engagement of the personnel for the job will be made by the Agency/Contractor. The engaged personnel will not have any claim whatsoever with the department. The department shall not be responsible fully or partly to any other dispute that may arise between Agency/Contractor concerned and its staff. The personnel deployed by the Agency/Contractor should be on Agency/Contractor's payroll and an engagement certificate to this effect should be submitted by the Agency/Contractor to this office.**
- 6. The Agency/Contractor will be directly respo**

nsible for the administration, general discipline and courteous behavior of outsourced personnel.

7. The payment will be made directly to the Agency/Contractor on monthly bill basis.
8. The Agency/Contractor will be fully responsible to compensate the losses caused by its person to the department such as damage caused to the office documents and/or equipments, if the staff provided by the Agency/Contractor are found responsible for the said loss.
9. The duty hours will be fixed by the Agency/Contractor and service will be provided on holidays, if necessary. The deployment of the personnel are to be on the basis of "NO WORK, NO PAY".
10. The Agency/Contractor will be wholly responsible for payment of salary to the deployed outsourced personnel. The Agency/Contractor will be responsible for compliance of statutory obligations such as Minimum Wages Act, Employees Provident Fund, ESI Act, Labour Law, Contract Law etc. as applicable. The pay of deployed staff needs to be reviewed in accordance with pay revised by Ministry of Labour from time to time by Agency/Contractor and submit the bills accordingly.
11. The Agency/Contractor should specifically note that the procurement of the service under this contract does not in any way confer any right on the Agency/Contractor or the deployed outsourced personnel in this office for claiming any regular employment in this office or any other Government Office.
12. The Agency/Contractor will maintain an attendance cum duty register in respect of the engaged personnel for "Outsourcing Services / Manpower on contract basis" based on which the cost of service will be paid.



- 13. The outsourced personnel/Agency/Contractor will not take any article out of the Directorate of Enforcement premises without a Gate Pass to be issued by the competent authorities. For such violation, the engaged outsourced personnel /Agency/Contractor will be liable for penal action under IPC or any other act in force.**
  
- 14. In case of failure to provide the requisite manpower within the stipulated time frame, the department would be free to deduct penalty as per GeM SLA and also have right to engage other Agency/Contractor.**
  
- 15. In case department paid more than the entitled amount, differential amount would be adjusted or recovered against the future bills.**
  
- 16. The Agency/Contractor shall not sublet the contract to any other persons or party.**
  
- 17. The Directorate of Enforcement security/ staff shall have the right to search the Agency/Contractor's Manpower at any time while going in or out of the office premises and there shall be no grievance expressed/ felt on this account either by the Agency/Contractor or his employee.**
  
- 18. The Agency/Contractor should comply with all the statutory regulations that are in force and that may come in force from time to time. This office may consider to cancel the Contract, if any violation/ deviation in compliance of statutory laws/Acts reported and found correct.**
  
- 19. The Agency/Contractor's personnel shall not divulge or disclose to any person, any details of office, operational process, and technical know-how, security arrangements and administrative/ organizational matters as all are of confidential / secret nature that can attract legal action.**

**20. All Agency/Contractor's personnel must wear their ID card at all times in the office premises and should show it to the security authority whenever asked.**

**21. All Agency/Contractor's personnel are required to mark their biometric attendance each time of Entry/Exit from the premises.**

**22. All Agency/Contractor's personnel especially Data Entry Operators should not bring to this office his/her separate computer/Pen-drive/Laptop/tablet/ Hard disk drive/any other handheld devices etc.**

**23. Frisking and checking of DEOs and MTS shall be done on daily basis before entering and exiting the office premises so that any office material is not moved out by them and any items which is harmful and dangerous to Enforcement Directorate premises and its staff is not taken inside. Their bags/personal belongings to be scanned daily both on entry and on exit.**

**24. No contractual Data Entry Operator should use or open or save his/her personal email accounts / social network on office Desktop/laptops. Access to any online material by DEOs and MTS are strictly prohibited in the office premises on any office computers/Laptop except with the permission of ED Officers/officials .**

**25. In the course of attending the assigned work , the officers may share confidential information including documents with the outsource staff so as to discharge the assigned functions to protect the interest of the Directorate. For the purposes of this undertaking, "Confidential Information" means any data or information that is proprietary of the Directorate and not accessible to general public, whether tangible or intangible or in electronic or virtual form.**

**I form, whenever and however disclosed but the Agency/Contractor shall never try to get/ access through their deployed employees not limited to :-**

**(a) any official/investigation/strategy, plan, information result relating to the past, present or future official functions of the Directorate and its Regional, Zonal and Sub-Zonal offices throughout the country;**

**(b) any report, data, information and official secret; and**

**(c) any other information reasonably treated as confidential.**

**26. The TDS will be deducted as per the provisions of Income Tax Act/Rules issued from time to time from the payment to be made to service provider and a certificate to this effect will be issued.**

**27. The Outsourced personnel may, from time to time, assigned /exposed to 'Confidential Information' the Agency/Contractor/his deployed staff also undertakes to:**

**(a) keep all Confidential Information strictly confidential by using a reasonable degree of care and also sign the non-Disclosure obligation, failing of which the personnel shall be liable to face legal proceedings.**

**(b) not disclose any Confidential Information received from the Directorate to any third party/Agency/Agency/Contractor.**

**(c) The Agency/Contractor/his deployed staff accepts that he/she shall be held responsible for any breach which is contrary to this Undertaking.**

**28. In case of any dispute, the decision of the Joint Director, KLZO-1, Enforcement Directorate, Kolkata over the issue shall be final and binding on all the parties concerned.**

**29. The Data Entry Operator deployed by the Agency/Contractor also undertakes to immediately return to the Directorate all tangible and intangible material embodying the Confidential**

ial Information provided herein and all notes, summaries, memoranda, Manuals, records, excerpts or derivative information deriving there from and all other typing materials/documents ( and all copies of any of the foregoing, including "copies" that have been converted into electronic media in the form of image , data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon -

(i) the completion or termination of the engagement of the Agency/Contractor with the Directorate:

(ii) the breach of the terms and conditions of the Undertaking; or

(iii) such time as the Directorate may so desire.

Besides these, for any matter in respect of which no specific provision has been made, the Agency/Contractor/his deployed staff undertakes that the decision of the Directorate in all such matters shall be final and binding. This office may consider to cancel the Contract, if any violation/ deviation in compliance of statutory laws/Acts reported and found correct.

**30. In case of breach of terms and conditions mentioned above, the competent authority will have the right to cancel the contract without assigning any reason thereof and no damages will be payable by the department in that situation.**

**31. For termination of this agreement, two months prior notice will be required from the Agency/Contractor's side in writing. The Enforcement Directorate, can however, terminate this contract on a notice of 30 days in normal circumstances, Enforcement Directorate reserves the right to terminate the contract without any notice/reason whatsoever to the Agency/Contractor in case of Administrative and or Security issues etc.**

32. The Agency/Contractor engaged outsourced personnel shall not divulge or disclose any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters, confidential/secret information etc., if any, to any person Agency/Contractor. In case of violation of the said terms & conditions, strict action including penal action will be taken, if required.

33. Interested agencies may submit their bids on GeM with Technical Bid for "Outsourcing of Services" and another "Financial Bid for Outsourcing of Services" (by fulfilling all the criteria mentioned in the ANNEXURE (I to V mentioned below) .The duly filled up forms, to be submitted at the earliest, but not later than 15-00 hrs on 12.05.2023 on GeM in the formats for bids are given in Annexure I to V. The bids will be opened on 12.05.2023 at 16-30 hours. The Technical Bids will be opened first on GeM and only those Agency/Contractor/firm, who fulfill the technical terms and conditions, will be eligible for participating in the financial bids.

LINK)

DIRECTORATE

( B.MRIDHA )

ASSISTANT DIRECTOR (ADMN.)(

ENFORCEMENT

**Annexure- I**  
**FORMAT OF BID SECURITY DECLARATION**

**RATION FROM BIDDERS IN LIEU O  
F EMD**

**I/ We, the authorized signator  
y of M/s .....**

**Participating in the subject tend  
er No. ....  
..... for the item /  
job of**

**..... do hereby declare  
:**

- (i) That I/ we have availed the be  
nefit of waiver of EMD while sub  
mitting our offer against the sub  
ject Ender and no EDM being de  
posited for the said tender.**
  
- (ii) That in the event we withdraw  
/ modify our bid during the perio  
d of validity or I/ we fail to execu  
te formal contract agreement wi  
thin the given timeline or I /we f  
ail to submit a performance sec  
urity within the given timeline o  
r I/ we commit any breach of Ten  
der Conditions which attracts pe  
nal action of forfeiture of EMD a  
nd I/ we will be suspended from  
being eligible for bidding/ award  
of all future contract(s) of Enfor  
cement Directorate, Kolkata for  
a period of one year from the da  
te of committing such breach.**

**Authorized Signatory of Bidder**

**Signature and seal of Autho**

**Name of Authorized Signatory**

.....

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**Company Name .....**

.....

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**ANNEXURE-II**

**To  
The Assistant Director (Admn.)  
Enforcement Directorate,  
Kolkata Zonal Office-I  
Kolkata**

**WHEREAS** \_\_\_\_\_  
(Name of Successful bidder) hereinafter called "Successful Bidder" has undertaken, Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ 2021 to \_\_\_\_\_  
(Description of Services) hereinafter called "the Contract" in pursuance of Tender Document dated \_\_\_\_\_ issued by Enforcement Directorate, Kolkata.

**AND WHEREAS** it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a nationalized bank for entering into a contract.

**AND WHEREAS** it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a nationalized bank for the sum specified therein as security for the compliance with the successful bidder's performance obligations in accordance with the contract.

**AND WHEREAS** we have agreed to give unconditional and irrevocable guarantee for the successful bidder.

**THEREFORE WE** hereby affirm that we are guarantors and responsible to you up to a total sum of Rs.-----/Rupees only) and we undertake to immediately pay you, u

**pon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.**

**A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us, notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.**

**In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.**

**We undertake not to revoke this guarantee during its currency.**

**Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was as posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.**

**This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of two months beyond the validity of the contract or until it is released by you pursuant to the provisions of the contract.**

**Signed and sealed this \_\_\_\_\_ day  
of \_\_\_\_\_ 20.... at \_\_\_\_\_**

**SIGNED SEALED AND DELIVERED**



For and on behalf of (Name of the bank)  
ure)

(Signature)

Name :

Designation:

Address

-

**TENDER FOR OUTSOURCING OF VARIOUS SERVICES**

-

**ANNEXURE - III (TECHNICAL)**

**L)**

<b>SL. No.</b>	<b>Particulars</b>	<b>To be filled in by the Agency/Agency/Contractor/Agency/Contractor</b>
<b>01.</b>	<b>Name of the Agency/Agency/Contractor</b>	
<b>02.</b>	<b>Date of establishment of the Agency/Agency/Contractor</b>	
<b>03.</b>	<b>Office address of the Agency/Agency/Contractor with office Telephone number, Fax number, email id and name of the contact person.</b>	
<b>04.</b>	<b>Whether registered with concerned Government Authorities  (copies of all certificates of registration to be enclosed)</b>	
<b>05.</b>	<b>PAN (copy to be enclosed)</b>	
<b>06.</b>	<b>Service Tax Registration number and GST (copy to be enclosed)</b>	
<b>07.</b>	<b>Registration/License No. under Contract Labour (Regulation &amp; Abolition) Act, 1970 &amp; others</b>	

08.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India (If no, an undertaking in this regard to be attached)	
09.	Length of experience in the field	
10.	Experience in dealing with Government Departments (indicate the names of the Departments and year of dealing with those Departments and attach copies of contract orders placed on the Agency/Agency/Contractor)	
11.	Whether a copy of the terms and conditions (Annexure-IV), duly signed, in token of acceptance of the same, is attached	
12.	Whether Agency/Agency/Contractor profile is attached	
13.	List of current clients	

-  
-

(Signature)

With date

**DECLARATION BY THE BIDDERS**

**(ANNEXURE - IV)**

-  
:

**Memo No.  
Date:**

To  
The Assistant Director (Admn.),  
Enforcement Directorate (ER),  
CGO Complex, 6<sup>th</sup> Floor, DF Block,  
Salt Lake, Sector - I,  
Kolkata - 700 064.

I/We have carefully gone through the "Notice inviting e-Tender" bearing No. \_\_\_\_\_ date \_\_\_\_\_ and other tender documents mentioned therein. I/We have also carefully gone through the Terms & Conditions of the above referred NIT and taking into account of all the terms & conditions of the above referred NIT, I/We are offering our Tender. If the same be accepted, I/We promise to abide by all the terms and conditions laid down in the said Tender documents and will carry out and complete the work to the satisfaction of the Enforcement Directorate, Kolkata, CGO Complex, 6<sup>th</sup> Floor, Salt Lake, Sector - I, Kolkata - 700 064.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Full Name of the Applicant: \_\_\_\_\_

Signature : \_\_\_\_\_

In the capacity of : \_\_\_\_\_

Duly authorized to sign bids

For & on behalf of (Name of the Firm) : \_\_\_\_\_

(In Block capital letter or typed)

Office Address:

Telephone No.(s) (Office) : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-mail ID: \_\_\_\_\_

(Signature)

With date

**TENDER FOR OUTSOURCING OF VARIOUS SERVICES**

**ANNEXURE - V (FINANCIAL)**

**FINANCIAL BID**

**For providing manpower,  
the name of Tendering Company/Firm/Agency/Agency/C  
ontractor: \_\_\_\_\_**

For Kolkata									
Sl. No.	Category	Daily wage rates as prescribed by Central Govt. (Basic minimum wage)	EP F	ESI	Service Tax	Any other statutory liability	Agency/Contractor's (Admin./ Service charges including Dress, I-card etc)	Overtime (OT A), if permissible under Act.	Total
1.	Skilled								
2.	Semis killed								
3.	Unskilled								
For Siliguri									
1.	Semis killed								
2.	Unskilled								

**Notes:**

- 1. Rates quoted should not be less than the minimum wages prescribed under Minimum Wages Act, 1948 as applicable in the Central Govt. offices and fixed by the Chief Labour Commissioner (C), Ministry of Labour and Employment, New Delhi.**
- 2. If the rates of any category are less than the minimum wages as prescribed by Central Govt., entire Tender will be rejected.**
- 3. Agency/Contractor's Administration/Service char**

- ges cannot be “NIL” or “ZERO”.
4. No overwriting/superscripted/white fluided text/number shall be considered.
  5. If any of the statutory liability is not included as above, the tender will be rejected.

(Signature)

ate

With d

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14.  
**Buyer Added Bid Specific Scope Of Work(SOW)**

19.

File Attachment [Click here to view the file.](#)

### **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and

conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**



भारत सरकार  
Government of India

संयुक्त निदेशक का कार्यालय, ज़ोन-1  
Office of the Joint Director, Zone I

प्रवर्तन निदेशालय/ENFORCEMENT DIRECTORATE

सी.जी.ओ कॉम्प्लेक्स, तृतीय एम.एस.ओ. भवन, छठा तल, डी.एफ. ब्लॉक  
CGO Complex, 3<sup>rd</sup> MSO Building, 6<sup>th</sup> Floor, DF Block,

साल्ट लेक, कोलकाता - 700064 Salt Lake, Kolkata - 700 064

दूरभाष सं०/Tel.No.: 23219210, 23219236 फैक्स/Fax : 23378346:

E-mail: ddklzo1-ed@gov.in

फा. सं/F. NO. A-40/13/Kol/2016/Vol-III/

दिनांक/DATED- 17 .04 .2023

**NOTICE INVITING TENDER IN TWO BIDS SYSTEM FOR OUTSOURCING OF VARIOUS  
MANPOWER SERVICES ON CONTRACT BASIS FOR ENFORCEMENT DIRECTORATE, KOLKATA AND  
SILIGURI ON GEM.**

Sealed Tenders are invited for out sourcing of various manpower services under following category/work ON CONTRACT BASIS for the office of Enforcement Directorate, Kolkata for a period of one year which can be extended upto three years on the basis of satisfactory performance.

Sl. No.	Post	Category	For Kolkata	For Siliguri
02.	Data Entry Operator	Skilled	15	--
03.	Security (without arms)	Skilled	05	--
04.	Attendant/ Helper/ House Keeping Staff/MTS	Semiskilled/Unskilled	15	02
<b>TOTAL</b>			<b>35</b>	<b>02</b>

**Important Dates**

Procedure of Bid	Dates
Bid Document Collection/Download Start Date & Time	<b>20.04.2023 from 03:00 pm onwards</b>
Bid Submission Start Date & Time	<b>21.04.2023 from 11:00 am</b>
Bid Submission End Date & Time	<b>12.05.2023 at 03:00 pm</b>
Date & Time of Opening of Technical Bid	<b>12.05.2023 at 04.30 pm</b>



(Notice Inviting Tender) tender documents will be available for viewing / downloading on CPP portal i.e. <https://eprocure.gov.in/eprocure/app/> and departmental website of Enforcement Directorate i.e. <http://www.enforcementdirectorategov.in> and on GeM portal <https://gem.gov.in>

Bid Submission: Bids shall be submitted only through GeM but EMD shall be deposited in indenting office during normal office hours. Bidders are advised to follow the instructions and note the Terms and conditions of this contract, mentioned below as per Annexure -A and General Terms and conditions mentioned in Annexure B as uploaded on GeM & CPPP & departmental website i.e. <http://www.enforcementdirectorategov.in>.

1. **Period of Contract:** The contract will be for a period of one year from date of signing of contract with successful bidder(s) which may be extended further upto three years (after evaluation of work each year) on satisfactory performance. Directorate of Enforcement, Kolkata reserves the right to extend or reduce the period of time. It can terminate the contract anytime in case of emergency administrative reasons/breach of terms & conditions.
  2. The tender shall be submitted in two parts viz. technical bid and financial bid. All the physical copy of scanned pages of bid being submitted must be duly filled and duly signed. All relevant papers should be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Fax/email etc. shall not be considered. No correspondence will be entertained in this matter. Successful bidders needs to submit all relevant documents uploaded on GeM along with their bid(s) in original in this office. Scanned copies of all the documents which have been requested in the Annexures and this tender document shall be uploaded and should be clearly visible. The Financial Bid/Bids will be taken up only if the technical specifications are found satisfactory otherwise the tender will be straight away rejected.
  3. The bid forms and other details can be obtained from the CPPP Portal website <http://www.eprocure.gov.in> and department website <http://www.enforcementdirectorategov.in> and on GeM <https://gem.gov.in>.
  4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <http://www.eprocure.gov.in> and department website <http://www.enforcementdirectorategov.in> and on GeM <https://gem.gov.in>. shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be summarily rejected and EMD would be forfeited and bidder is liable to be banned.
  5. Bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> and department website <http://www.enforcementdirectorategov.in> and <https://gem.gov.in/cppp> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
  6. Bids submitted on GeM shall only be considered for tendering process and its evaluation thereof.
  7. The aforementioned number of manpower in each category is indicative and it may vary based on requirement.
- Not more than one tender shall be submitted by bidders having business relationship among themselves. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another [i.e. when one or more partner(s)/director(s) are common] be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

9. In the event of any of the above-mentioned date being subsequently declared as a holiday/closed day for this office, the tenders will be opened on the next working day at the scheduled time.
10. Bidder to upload ITR for last three financial years.





11. The bidders under MSME/Startup India Category are exempted from the past experience and turnover criteria and Submission of EMD and accordingly if an exemption is claimed then proof of the same must be attached.
12. While all efforts have been made to avoid errors in the drafting of the tender documents, the bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents submitted through GeM shall be entertained. The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the Joint Director, Kolkata Zonal Office -I, Enforcement Directorate, Kolkata.
13. The Bidder should clarify any doubt/query. if any, from **Shri Debaprasad Das, Superintendent (Admin.)**, Enforcement Directorate, 6<sup>th</sup> Floor, 3<sup>rd</sup> MSO Building, DF Block, Salt Lake, Kolkata on any working day between 11.00 A.M.to 05:00 P.M.



( B.Mridha )

ASSISTANT DIRECTOR (ADMN.)(LINK)  
ENFORCEMENT DIRECTORATE

फा. सं/F. NO. A-40/13/Kol/2016/Vol-III/

दिनांक/DATED- 17 . 04 .2023

Copy to: -

1. Admin Section for uploading the same on CPP Portal website and GeM.
2. The Deputy Director (Admin), ED, HO, New Delhi with request to upload the same on the official website of this Directorate.
3. Notice Board of Enforcement Directorate, Kolkata.

Tenders are invited from registered bonafide Agency/Contractor/Manpower Service Providers to provide **“Skilled, Semi-skilled, Unskilled etc.”** ON CONTRACT BASIS for **Enforcement Directorate, Kolkata and Siliguri for the period of one year which can be extended upto two years** subject to review of performance of the Agency/Contractor on quarterly basis.

The Technical and Financial terms and conditions shall be as follows: -

**ANNEXURE-A**

**(A) TECHNICAL:**

1. The Agency/Contractor should have a trade license issued by the concerned authority.
2. The Agency/Contractor providing the services should be in business of providing Manpower Services to Government / PSU /Corporate offices at least for three years (Requisite documents to support this claim will have to be produced).
3. The Agency/Contractor should be registered with Goods &Service Tax Department and should submit a copy of valid Goods & Service Tax Registration Number.
4. The Agency/Contractor must submit a copy of the PAN/Income Tax Return for last three years.
5. The registration certificate of the Agency/Contractor along with the address of the Office & telephone number, email id etc. should be furnished.
6. The vendor shall ensure all PF, ESI, EDLI & EPF Admin Charge norms while hiring his staff.
7. Earnest Money (EMD) should be 5% of the total ceiling value. EMD submitted in the form of Account Payee Demand Draft in favor of the Drawing and Disbursing Officer, Enforcement Directorate, Kolkata shall be accepted. Details of EMD needs to be mentioned while uploading Technical bids on GeM and original instruments to be submitted in office at the address: - Enforcement Directorate, CGO Complex, D.F. Block, Salt Lake, Kolkata-700064 before last date of bid submission. The original instrument in respect of Earnest Money should have validity period of 45 days beyond the final bid validity period & must be submitted with technical bid, failing which bid shall be summarily rejected without consideration.
8. The Successful bidder will have to furnish a Performance Security of amount equivalent to 5% of the annual value within 07 days from the date of award of Contract 07 days from the date of award of contract the form of either a Bank Guarantee, valid for 60 days beyond the term of the contract, issued by a scheduled bank as per format at Annexure – II or a Demand Draft issued by a Scheduled Bank, favouring “DDO, Enforcement Directorate, Kolkata”. No claim shall be made against Government of India / Assistant



Director (Admn.), Enforcement Directorate, Kolkata in respect of interest accrued, if any, due on the Performance Security Deposit.

9. The performance of the engaged Agency/Contractor will be assessed as regular basis and the Agency/Contractor ready to meet terms and conditions as stipulated in NIT should submit their bids. Technical bid shall include documentary proof in respect of each of the aforementioned points of Technical terms and conditions. Financial bids of Agencies, failing to fulfill the above conditions, will not be considered.
10. Declaration of bidders given in Annexure-IV must be filled in all respect and incomplete form may result into cancellation of the bid.
11. The Technical Bid should be submitted in the enclosed Performa Annexure – III & IV.

**(Technical)**

**(B) FINANCIAL:**

1. The Agency/Contractor capable of supplying all items of services as mentioned in the tender documents and ready to bid for all items only shall be considered.
2. Agency/Contractor should submit Technical Bid and declaration as per Annexure – III and II.
3. Bids complete in all respect will only be considered. The bid must be cost effective in totality (total payablity in terms of number of persons to be deployed). No partial evaluation will be entertained while determining the lowest bidder. Same constraints shall be applicable for all bidders for evaluating the tender.
4. In case, engaged Agency/Contractor being a successful bidder, at a later stage refuses to provide services, the bid by Agency/Contractor may be considered for cancellation and Performance Security will be forfeited and department may consider to take necessary action including blacklisting the said /Agency/Contractor. The department reserves the right to take services from other eligible bidders by engaging them in case of breach of terms by lowest bidder.
5. The rates shall be quoted in the format as per at Annexure – V **(Financial)**.
6. The Agency/Contractor shall also indicate the rate of deduction per day/per hour in case of any shortfall in attendance/specified duty hour of the worker provided by them. It is mandatory for the Agency/Contractor to provide substitute manpower in absence of regular manpower.
7. The rate of wages payable to the personnel engaged by the Agency/Contractor shall not be less than the rates prescribed for the schedule of employment under the Minimum Wages Act, 1948. The remuneration after deduction of PF, ESI, EDLI & EPF Admin Charge against deployed staffs are required to be paid, if applicable, as per law on the 1<sup>st</sup> day of next month through ECS to their Bank Account positively. The photocopy of



bank statement showing remuneration payment has to be submitted to the office within 7<sup>th</sup> of next month. The Agency/Contractor shall also provide proper pay slip duly signed and with company seal to their employee mentioning the total breakup of their salary details.

**(C) SCOPE OF WORK:**

**1. Data Entry Operator**

- 1.1 The personnel to be deployed should have sound medical fitness, good physique, good moral character, experience and trained to handle all type of Data Entry operating work.
- 1.2 The DEO should have Knowledge of Window Operating System, MS Office (word, Excel, PPT) and shall undertake all types of work, viz. Data entry, Typing and Stenography work etc. Preparation of drafts/documents, letters and tables, computer file handling. Cataloguing, filling, maintenance of files. Movement of files from one room to other as per instructions of the officers and staff. In addition to the above works, other related work may also be entrusted by the office.

**2. House-Keeping Staff/MTS Service/Sweeper**

- 2.1 The personnel to be deployed should have sound medical fitness, good physique, good moral character, experience and trained to handle any type of House-Keeping work or any other work entrusted to them. The personnel should have knowledge of local language.
- 2.2 The personnel shall undertake all type of work viz. General cleanliness of the office, non-clerical work and any other work assigned by the office/supervisor authority from time to time.
- 2.3 The personnel shall carry out Sweeping, Dusting & Mopping of all areas, in office premises including chair, tables and other furniture, window-glass, door, entrance and almirah, rack etc. and cleaning of washrooms. In addition to regular maintenance and upkeep of office premises/ regular sanitization related work may also be entrusted by the office.

**3. Security Guard**

- 3.1 The personnel deputed for security duty are to be polite, courteous but firm, disciplined, physically fit, alert and smartly dressed in a neat and tidy uniform.
  - 3.2 Maintain strict security of persons, material and premises and maintain a diary to note all important event/happening/information.
  - 3.3 Not to leave the place of duty under any circumstance until and unless properly relieved, i.e. signing in handing/taking over register etc.
  - 3.4 Security Guard must watch that there are no unidentified/unclaimed/suspicious objects lying or persons loitering in the building/office premises.
4. The Agency/Contractor has to provide services to Enforcement Directorate offices and other properties under ED in the state of West Bengal as and when required. They may also be asked to provide services at different locations also on urgency.



5. Agency/Contractor will ensure educational qualification/physical efficiency of the engaged personnel as per Govt. prescribed classification of category of staff (for daily wages labour) and accordingly applicable rate will be paid.

**ANNEXURE-B**

**(D) GENERAL TERMS AND CONDITIONS:**

1. The period of contract will initially be for a period of one year from the date of award of contract and **can be extended upto two years** subject to review of performance of the Agency/Contractor on quarterly basis.
2. The outsourced personnel engaged for the work should not have any criminal antecedents. His/her antecedents should be verified by the Agency/Contractor from the local police authorities and a certificate to this effect is to be provided by the Agency/Contractor to this office.
3. The outsourced personnel's provided by the Agency/Contractor should submit educational testimonials & character certificates at the time of their deployment with their antecedents to the Agency/Contractor, who intern under covering letter shall submit copies of such documents duly certified to this office.
4. The outsourced personnel should be above 18 years of age and he/she should be physically and mentally fit. The Directorate of Enforcement, Kolkata reserves the right to select suitable candidates from the persons provided by the Agency/Contractor.
5. The engagement of the personnel for the job will be made by the Agency/Contractor. The engaged personnel will not have any claim whatsoever with the department. The department shall not be responsible fully or partly to any other dispute that may arise between Agency/Contractor concerned and its staff. The personnel deployed by the Agency/Contractor should be on Agency/Contractor's payroll and an engagement certificate to this effect should be submitted by the Agency/Contractor to this office.
6. The Agency/Contractor will be directly responsible for the administration, general discipline and courteous behavior of outsourced personnel.
7. The payment will be made directly to the Agency/Contractor on monthly bill basis.
8. The Agency/Contractor will be fully responsible to compensate the losses caused by its person to the department such as damage caused to the office documents and/or equipment's, if the staff provided by the Agency/Contractor are found responsible for the said loss.
9. The duty hours will be fixed by the Agency/Contractor and service will be provided on holidays, if necessary. The deployment of the personnel are to be on the basis of **"NO WORK, NO PAY"**.



10. The Agency/Contractor will be wholly responsible for payment of salary to the deployed outsourced personnel. The Agency/Contractor will be responsible for compliance of statutory obligations such as **Minimum Wages Act, Employees Provident Fund, ESI Act, Labour Law, Contract Law** etc. as applicable. The pay of deployed staff needs to be reviewed in accordance with pay revised by Ministry of Labour from time to time by Agency/Contractor and submit the bills accordingly.
11. The Agency/Contractor should specifically note that the procurement of the service under this contract does not in any way confer any right on the Agency/Contractor or the deployed outsourced personnel in this office for claiming any regular employment in this office or any other Government Office.
12. The Agency/Contractor will maintain an attendance cum duty register in respect of the engaged personnel for **"Outsourcing Services / Manpower on contract basis"** based on which the cost of service will be paid.
13. The outsourced personnel/Agency/Contractor will not take any article out of the Directorate of Enforcement premises without a Gate Pass to be issued by the competent authorities. For such violation, the engaged outsourced personnel /Agency/Contractor will be liable for penal action under IPC or any other act in force.
14. In case of failure to provide the requisite manpower within the stipulated time frame, the department would be free to deduct penalty as per GeM SLA and also have right to engage other Agency/Contractor.
15. In case department paid more than the entitled amount, differential amount would be adjusted or recovered against the future bills.
16. The Agency/Contractor shall not sublet the contract to any other persons or party.
17. The Directorate of Enforcement security/ staff shall have the right to search the Agency/Contractor's Manpower at any time while going in or out of the office premises and there shall be no grievance expressed/ felt on this account either by the Agency/Contractor or his employee.
18. The Agency/Contractor should comply with all the statutory regulations that are in force and that may come in force from time to time. This office may consider to cancel the Contract, if any violation/ deviation in compliance of statutory laws/Acts reported and found correct.
19. The Agency/Contractor's personnel shall not divulge or disclose to any person, any details of office, operational process, and technical know-how, security arrangements and administrative/ organizational matters as all are of confidential / secret nature that can attract legal action.
20. All Agency/Contractor's personnel must wear their ID card at all times in the office premises and should show it to the security authority whenever asked.



*Handwritten signature or initials in blue ink.*

21. All Agency/Contractor's personnel are required to mark their biometric attendance each time of Entry/Exit from the premises.
22. All Agency/Contractor's personnel especially Data Entry Operators should not bring to this office his/her separate computer/Pen-drive/Laptop/tablet/ Hard disk drive/any other hand held devices etc.
23. Frisking and checking of DEOs and MTS shall be done on daily basis before entering and exiting the office premises so that any office material is not moved out by them and any items which is harmful and dangerous to Enforcement Directorate premises and its staff is not taken inside. Their bags/personal belongings to be scanned daily both on entry and on exit.
24. No contractual Data Entry Operator should use or open or save his/her personal email accounts / social network on office Desktop/laptops. Access to any online material by DEOs and MTS are strictly prohibited in the office premises on any office computers/Laptop except with the permission of ED Officers/officials.
25. In the course of attending the assigned work, the officers may share confidential information including documents with the outsource staff so as to discharge the assigned functions to protect the interest of the Directorate. For the purposes of this undertaking, "Confidential Information" means any data or information that is proprietary of the Directorate and not accessible to general public, whether tangible or intangible or in electronic or virtual form, whenever and however disclosed but the Agency/Contractor shall never try to get/access through their deployed employees not limited to :-
- (a) any official/investigation/strategy, plan, information result relating to the past, present or future official functions of the Directorate and its Regional, Zonal and Sub-Zonal offices throughout the country;
  - (b) any report, data, information and official secret; and
  - (c) any other information reasonably treated as confidential.
26. The TDS will be deducted as per the provisions of Income Tax Act/Rules issued from time to time from the payment to be made to service provider and a certificate to this effect will be issued.
27. The Outsourced personnel may, from time to time, assigned /exposed to 'Confidential Information' the Agency/Contractor/his deployed staff also undertakes to:
- (a) keep all Confidential Information strictly confidential by using a reasonable degree of care and also sign the non-Disclosure obligation, failing of which the personnel shall be liable to face legal proceedings.
  - (b) not disclose any Confidential Information received from the Directorate to any third party/Agency/Agency/Contractor.



(c) The Agency/Contractor/his deployed staff accepts that he/she shall be held responsible for any breach which is contrary to this Undertaking.

28. In case of any dispute, the decision of the Joint Director, KLZO-1, Enforcement Directorate, Kolkata over the issue shall be final and binding on all the parties concerned.

29. The Data Entry Operator deployed by the Agency/Contractor also undertakes to immediately return to the Directorate all tangible and intangible material embodying the Confidential Information provided herein and all notes, summaries, memoranda, Manuals, records, excerpts or derivative information deriving there from and all other typing materials/documents ( and all copies of any of the foregoing, including "copies" that have been converted into electronic media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon –

(i) the completion or termination of the engagement of the Agency/Contractor with the Directorate:

(ii) the breach of the terms and conditions of the Undertaking; or

(iii) such time as the Directorate may so desire.

Besides these, for any matter in respect of which no specific provision has been made, the Agency/Contractor/his deployed staff undertakes that the decision of the Directorate in all such matters shall be final and binding. This office may consider to cancel the Contract, if any violation/ deviation in compliance of statutory laws/Acts reported and found correct.



30. In case of breach of terms and conditions mentioned above, the competent authority will have the right to cancel the contract without assigning any reason thereof and no damages will be payable by the department in that situation.

31. For termination of this agreement, two months prior notice will be required from the Agency/Contractor's side in writing. The Enforcement Directorate, can however, terminate this contract on a notice of 30 days in normal circumstances, Enforcement Directorate reserves the right to terminate the contract without any notice/reason whatsoever to the Agency/Contractor in case of Administrative and or Security issues etc.

32. The Agency/Contractor engaged outsourced personnel shall not divulge or disclose any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters, confidential/secret information etc., if any, to any person Agency/Contractor. In case of violation of the said terms & conditions, strict action including penal action will be taken, if required.

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33. Interested agencies may submit their bids on GeM with Technical Bid for "Outsourcing of Services" and another "Financial Bid for Outsourcing of Services" (by fulfilling all the criteria mentioned in the ANNEXURE (I to V mentioned below) .The duly filled up forms, to be submitted at the earliest, but not later than 15-00 hrs on 12.05.2023 on GeM in the formats for bids are given in Annexure I to V. The bids will be opened on 12.05.2023 at 16-30 hours.. The Technical Bids will be opened first on GeM and only those Agency/Contractor/firm, who fulfill the technical terms and conditions, will be eligible for participating in the financial bids.



*[Handwritten signature]*

*[Handwritten signature]* 17.4.23

( B.MRIDHA )  
ASSISTANT DIRECTOR (ADMN.)(LINK)  
ENFORCEMENT DIRECTORATE

Annexure- I

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

I/ We, the authorized signatory of M/s  
.....  
Participating in the subject tender No. .... for the item / job  
of  
..... do hereby declare:

- (i) That I/ we have availed the benefit of waiver of EMD while submitting our offer against the subject Ender and no EDM being deposited for the said tender.
- (ii) That in the event we withdraw/ modify our bid during the period of validity or I/ we fail to execute formal contract agreement within the given timeline or I /we fail to submit a performance security within the given timeline or I/ we commit any breach of Tender Conditions which attracts penal action of forfeiture of EMD and I/ we will be suspended from being eligible for bidding/ award of all future contract(s) of Enforcement Directorate, Kolkata for a period of one year from the date of committing such breach.



Signature and seal of Authorized Signatory of Bidder

Name of Authorized Singnatory.....

Company Name .....

ANNEXURE-II

To  
The Assistant Director (Admn.)  
Enforcement Directorate,  
Kolkata Zonal Office-I  
Kolkata

WHEREAS \_\_\_\_\_ (Name of Successful bidder) hereinafter called "Successful Bidder" has undertaken, Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ 2021 to \_\_\_\_\_ (Description of Services) hereinafter called "the Contract" in pursuance of Tender Document dated \_\_\_\_\_ issued by Enforcement Directorate, Kolkata.

AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a nationalized bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a nationalized bank for the sum specified therein as security for the compliance with the successful bidder's performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give unconditional and irrevocable guarantee for the successful bidder.

THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs.-----/Rupees (only) and we undertake to immediately pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us, notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not



be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

We undertake not to revoke this guarantee during its currency.

Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of two months beyond the validity of the contract or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this                      day of                      20....                      at

SIGNED SEALED AND DELIVERED

For and on behalf of (Name of the bank)

(Signature)

Name :

Designation:

Address:

## TENDER FOR OUTSOURCING OF VARIOUS SERVICES

### ANNEXURE - III (TECHNICAL)

SL No	Particulars	To be filled in by the Agency/Agency/Contractor/Agency/Contractor
01.	Name of the Agency/Agency/Contractor	
02.	Date of establishment of the Agency/Agency/Contractor	
03.	Office address of the Agency/Agency/Contractor with office Telephone number, Fax number, email id and name of the contact person.	
04.	Whether registered with concerned Government Authorities (copies of all certificates of registration to be enclosed)	
05.	PAN (copy to be enclosed)	
06.	Service Tax Registration number and GST (copy to be enclosed)	
07.	Registration/License No. under Contract Labour (Regulation & Abolition) Act, 1970 & others	
08.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India (If no, an undertaking in this regard to be attached)	
09.	Length of experience in the field	
10.	Experience in dealing with Government Departments (indicate the names of the Departments and year of dealing with those Departments and attach copies of contract orders placed on the Agency/Agency/Contractor)	
11.	Whether a copy of the terms and conditions (Annexure-IV), duly signed, in token of acceptance of the same, is	



	attached	
12.	Whether Agency/Agency/Contractor profile is attached	
13.	List of current clients	



With date

(Signature)

**DECLARATION BY THE BIDDERS**

**(ANNEXURE – IV)**

Memo No. :

Date:

To  
The Assistant Director (Admn.),  
Enforcement Directorate (ER),  
CGO Complex, 6<sup>th</sup> Floor, DF Block,  
Salt Lake, Sector – I,  
Kolkata – 700 064.

I/We have carefully gone through the “Notice inviting e-Tender” bearing No. \_\_\_\_\_ dated \_\_\_\_\_ and other tender documents mentioned therein. I/We have also carefully gone through the Terms & Conditions of the above referred NIT and taking into account of all the terms & conditions of the above referred NIT, I/We are offering our Tender. If the same be accepted, I/We promise to abide by all the terms and conditions laid down in the said Tender documents and will carry out and complete the work to the satisfaction of the Enforcement Directorate, Kolkata, CGO Complex, 6<sup>th</sup> Floor, Salt Lake, Sector – I, Kolkata – 700 064.



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Full Name of the Applicant: \_\_\_\_\_

Signature : \_\_\_\_\_

In the capacity of : \_\_\_\_\_

Duly authorized to sign bids

For & on behalf of (Name of the Firm) : \_\_\_\_\_

(In Block capital letter or typed)

Office Address:

Telephone No.(s) (Office) : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-mail ID: \_\_\_\_\_

**(Signature)  
With date**

**TENDER FOR OUTSOURCING OF VARIOUS SERVICES**

**ANNEXURE - V (FINANCIAL)**

**FINANCIAL BID**

For providing manpower, the name of Tendering Company/Firm/Agency/Agency/Contractor:

<b>For Kolkata</b>									
Sl. No.	Category	Daily wage rates as prescribed by Central Govt. (Basic minimum wage)	EPF	ESI	Service Tax	Any other statutory liability	Agency/Contractor's (Admn./Service charges including Dress, I-card etc)	Overtime (OTA), if permissible under Act.	Total
1.	Skilled								
2.	Semiskilled								
3.	Unskilled								
<b>For Siliguri</b>									
1.	Semiskilled								
2.	Unskilled								

Notes:

1. Rates quoted should not be less than the minimum wages prescribed under Minimum Wages Act, 1948 as applicable in the Central Govt. offices and fixed by the Chief Labour Commissioner (C), Ministry of Labour and Employment, New Delhi.
2. If the rates of any category are less than the minimum wages as prescribed by Central Govt., entire Tender will be rejected.
3. Agency/Contractor's Administration/Service charges cannot be "NIL" or "ZERO".
4. No overwriting/superscripted/white fluided text/number shall be considered.
5. If any of the statutory liability is not included as above, the tender will be rejected.



(Signature)

With date



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