



Govt. of India
Ministry of Home Affairs
Directorate of Forensic Science
Govt. Examiner of Questioned Documents

CFI's Complex,
30, Gorachand Road Kolkata-700 014(WB)

No.: DE/Rect./FA/2007

Date: 28.01.2009

**SUBJECT: CALLING OF LIMITED TENDERS FOR OUTSOURCING OF TECHNICAL
MANPOWER FROM REPUTED COMPANIES / FIRMS – REG.**

Sealed competitive bids are invited on behalf of the President of India by the Govt. Examiner from reputed and registered Service Provider Firms for providing manpower to the Govt. Examiner of Questioned Documents (GEQD), Kolkata on outsourcing basis for a period of one year depending upon the requirements of the GEQD, Kolkata, from time to time as per the terms and conditions set forth in the following paragraphs. The Services of the manpower agency would be required for a period of one year.

1. ABOUT ORGANIZATION:-

The laboratory of Govt. Examiner of Questioned Documents an ISO/IEC 17025:2005 Accredited Laboratory is an attached office of Directorate of Forensic Science, Ministry of Home Affairs, Government of India. It is responsible for framing Opinion/ Reports on the exhibits related to civil and criminal cases forwarded by various Investigating Agencies and Judicial Offices under its jurisdiction.

2. REQUIREMENT:-

The tentative requirement of manpower, educational bench-marks and responsibilities of manpower to be engaged by the GEQD, Kolkata during the period of the contract shall be as under

(i) FORENSIC ANALYSTS:-

(a)	No. of Persons Required	:	03 (Three)
(b)	Locations	:	At laboratory of GEQD, Kolkata.
(c)	Minimum Qualifications	:	1 st Class M.Sc. in Chemistry/ Physics/ Forensic Science or equivalent from recognised university
(d)	Experience	:	(i) Minimum 06 Months experience at Forensic Documents laboratory (ii) Conversant with Windows Operating System and MS Office tools.
(e)	Desirable	:	(i) Knowledge of accreditation norms as per ISO/IEC 17025:2005

The above requirement is only tentative and may vary depending upon the volume of work, functional requirements etc. Any variation in the requirement of manpower shall be communicated to the Agency at the sole discretion of the GEOD, Kolkata.

(ii) EMOLUMENTS:-

The monthly remuneration to be paid to the manpower to be engaged shall be as under:-

Sl No.	Category of Manpower	Remuneration (Rs. Per month)
1.	Forensic Analyst	Rs.10,000/-

(iii) SELECTION PROCEDURE:-

Firm shall provide a panel of 10 persons who will be interviewed by a committee constituted by Directorate of Forensic Science at Kolkata. If from the first panel, three suitable persons are not selected, then another panel shall be provided by the firm. The decision of the committee will be final and binding to the firm.

3. TERMS AND CONDITIONS:- As at Annexure-I

4. Only those who fulfill the following minimum criteria, need submit their bids
 - (a) The manpower agencies should have been in existence for not less than one year.
 - (b) The registered Office or one of the Branch Offices of the manpower agency should be located either in Kolkata or in any of the Satellite Towns of Kolkata
 - (b) It should have been registered with the Government authorities concerned
 - (c) It should have PAN number and Income Tax/Sales Tax/Service Tax registration
 - (e) It should have its own Bank Account
 - (f) It should not have been blacklisted by any organisation.
 - (g) It should be willing to take up the contract on the terms and conditions at Annexure-I.
5. An earnest money deposit of Rs.8,090/- (Rupees Eight thousand ninety only), refundable (without interest) in the form of demand draft, drawn in favour of the Pay & Accounts Officer, DCPW Payable at New Delhi, may be submitted along with the technical bid, failing which the bid shall not be considered valid.

6. Tenders should be submitted in two sealed covers.

(A) The first sealed cover should be superscribed "Technical Bid" and should contain:-

- The proforma at Annexure-II duly filled in.
- Attested copy of Registration Certificate
- Agency profile including previous experience of manpower supply to Government Departments etc.
- Acceptance of terms and conditions at Annexure-I.
- Demand Draft for Earnest Money Deposit of Rs.8,090/- (Rupees Eight thousand ninety only) in favour of the Pay & Accounts Officer, DCPW Payable at New Delhi Attested copy of PAN Card
- Attested copy of Sales Tax/Service Tax registration certificate
- Attested copy of documentary proof of Bank Account
- Copy of the terms and conditions at Annexure -I (each page should be signed by the service provider) , Declaration at Annexure -IV Bank Guarantee against Annual Manpower Agreement Format at Annexure-V

Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance. (The attestation of documents where required should be made by Group 'A' Gazetted Officers of the Government of India or Class-I Officers of the State Governments)

(B) The second sealed envelope superscribed 'Financial Bid' should contain only rates which is to be quoted on monthly basis for normal duty of 8 & 1/2 hours per day per person for five days a week i.e Monday to Friday (Annexure-III). No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

(C) Both the sealed cover should be placed in the main sealed envelope superscribed 'TENDERS FOR OUTSOURCING OF TECHNICAL MANPOWER". This should be addressed to the Govt. Examiner of Questioned Documents, Directorate of Forensic Science, Ministry of Home Affairs, Govt. of India, 30, Gorachand Road, Kolkata-700014 and the last date of submission of tenders is 24.02.2009 till 3.00 PM in the Tender Box kept at the Reception of Govt. Examiner of Questioned Documents, Directorate of Forensic Science, Ministry of Home Affairs, Govt. of India, 30, Gorachand Road, Kolkata-700014 or by registered post. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

7. The technical bids will be opened on the scheduled date and time (At 4.00 PM on 24.02.2009) in Govt. Examiner of Questioned Documents, Directorate of Forensic Science, Ministry of Home Affairs, Govt. of India, 30, Gorachand Road, Kolkata-700014 in the presence of the representatives of the participating bidders, if any, who wish to be present on the spot at that time.
8. Complete Tender Documents can be downloaded from the website of this Department, www.dfs.gov.in
9. The competent authority of Govt. Examiner of Questioned Documents, Kolkata reserves the right to annul any or, all bids without assigning any reason.

(Govt. Examiner)

Ph: 033-22843247/Fax: 033-22840642

To,

TERMS & CONDITIONS

- (1) All services shall be performed by skilled persons in performing such services as per the eligibility criteria indicated.
- (2) The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of the personnel provided by the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving licence, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to the GEOD, Kolkata. The service provider will also ensure that the personnel deployed is medically fit and will keep in record a certificate of his medical fitness. The Service Provider shall withdraw such employee who is not found suitable by the office for any reasons immediately on receipt of such a request.
- (3) The service provider shall engage necessary persons as required by GEOD, Kolkata from time to time. The said persons engaged by the service provider shall be the employees of the service provider within the meaning of different Labour Legislations and it shall be the duty of the service provider to pay his salary every month. There is no Master & Servant relationship between the employees of the service provider and GEOD, Kolkata and further that the said persons of the service provider shall not claim any absorption in the GEOD, Kolkata.
- (4) The service provider's persons shall not claim any benefit/ compensation/ absorption/regularization of services from/ in GEOD, Kolkata under the provision of Industrial Disputes Act, 1947 or Contract labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to the GEOD, Kolkata.
- (5) The service provider's personnel shall not divulge or disclose to any person, any details of office, operation process technical know-how, security arrangements, administrative/ organizational matters as all are confidential/ secret in nature.
- (6) The service provider personnel's working should be polite, cordial, positive and efficient, while handling the assigned work and his actions shall promote goodwill and enhance the image of GEOD, Kolkata. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- (7) That the persons deputed shall not be below the age of 18 years and shall not interfere with the duties of the employees of the GEOD, Kolkata.
- (8) The tenderer will be bound by the details furnished by him/ her to GEOD, Kolkata, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/ her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/ her liable to legal action besides termination of contract.

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

(11) The service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The GEOD, Kolkata shall, in no way, be responsible for settlement of such issues whatsoever.

(12) The GEOD, Kolkata may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if he is unacceptable to the GEOD, Kolkata because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

(13) The service provider has to provide Photo Identity Cards to the person employed by him/ her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

(14) The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

(15) The transportation, food, medical and other statutory requirements in respect of personnel of the service provider shall be the responsibility of the service provider.

(16) The GEOD, Kolkata is a Central Government Office and has five working days (Monday to Friday) a week. Working hours would be normally from 9.30 AM to 6.00 PM during working days including half hour lunch break in between. However, in exigencies of work, he may be required to sit late and the personnel may be called on Saturdays, Sundays and other gazetted holidays, if required. He may be paid extra wages as per the rates approved.

(17) That the agency will be wholly and exclusively responsible for payment of wages to the person engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and the GEOD, Kolkata shall not incur any liability for any expenditure whatsoever on the person employed by the agency on account of any obligation. The agency will be required to provide particular of PF and ESI contributions of its employee engaged in the GEOD, Kolkata.

(18) Tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of services rendered by it to the GEOD, Kolkata to concerned tax collection authorities from time to time as per extant rules and regulations on the matter

(19) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this GEOD, Kolkata or any other authority under law.

(20) Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided by the agency to the GEOD, Kolkata.

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(21) In case, the tendering agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the GEQD, Kolkata is put to any loss/ obligation, monetary or otherwise, the GEQD, Kolkata will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

(22) The service provider will submit the bill in triplicate in respect of a particular month in the first week of the next month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.

(23) The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should necessarily be accompanied with documentary proof pertaining to the concerned month's bill. A requisite portion of the bill/ whole of the bill amount shall be held up till such proof is furnished, at the discretion of the GEQD, Kolkata.

(24) Payment to the service provider would be strictly on certification by the Officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.

(25) No wage/ remuneration will be paid to any staff for the days of absence from duty.

(26) The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the GEQD, Kolkata.

(27) The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damages @Rs.100/- per day on the service providing agency which shall be deducted from the monthly bills of the service providing agency in the following month.

(28) The service provider shall be contactable at all times and message sent by phone/ email/ Fax./ Special Messenger from GEQD, Kolkata to the service provider shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the GEQD, Kolkata in fulfilment of the contract from time to time.

(29) The GEQD, Kolkata shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider. This GEQD, Kolkata shall also not be liable for any claims, financial or other injury to any persons deployed by the service provider in the course of their performing the duties, or for payment towards any compensation

(30) The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/ confirmed employees of the GEQD, Kolkata during the contract period or, after expiry of the contract.

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(31) That the agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employee etc. If the GEQD, Kolkata suffers any loss or damage on account of negligence, default or theft on the part of the employee/agents of the agency then the agency shall be liable to reimburse to the GEQD, Kolkata for the same. The agency shall keep the GEQD, Kolkata fully indemnified against any such loss or damage.

(32) The GEQD, Kolkata will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/ remuneration will be decided in respect of the staff at the approved rates.

(33) The successful bidder shall furnish a Performance Security Deposit equivalent to Rs. 10,000/- (Rupees ten thousand only) in the form of Fixed Deposit Receipt from a commercial bank or Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of the GEQD, Kolkata in all respects. The security deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by the GEQD, Kolkata or non-compliance of the terms of agreement by the service provider or frequent absence from duty/ misconduct on the part of manpower supplied by the Agency besides annulment of the contract.

(34) The successful bidder will enter into an agreement with the GEQD, Kolkata for supply of suitable and qualified/ skilled manpower as per requirement of this GEQD, Kolkata on these terms and conditions. The agreement will be valid for a period of one year commencing from 01/4/2009 and shall continue to be in force in the same manner, unless terminated in writing. The service charges/ rates quoted by the agency shall be fixed for a period of one year and no request for any change/ modification shall be entertained before expiry of the period of one year. Any statutory increase in wages/ DA etc. is to be absorbed by the service provider.

(35) The service provider shall not assign, transfer, pledge or sub contract the performance or services without the prior written consent of this office.

(36) However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the agency from the GEQD, Kolkata shall be forfeited by the GEQD, Kolkata.

(37) That on the expiry of the agreement as mentioned above, the agency will withdraw its personnel and clear his accounts by paying all his legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

(38) The conditional bids shall not be considered and will be out rightly rejected in very first instance

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(39) In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Directorate of Forensic Science, MHA, Govt. of India, New Delhi whose decision shall be binding on both the parties.

(40) The Govt. Examiner, Kolkata reserves right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties

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APPLICATION: TECHNICAL BID

S.No.	Particulars	To be filled in by the Tenderer
1.	Name of the Agency	
2.	Details of EMD	<ul style="list-style-type: none"> • Amount: • Draft No.: • Date: • Issuing Branch:
3.	Date of Establishment of Agency (Certified photocopy of Certification of Registration to be enclosed)	
4.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
5.	Whether registered with all concerned Government Authorities. (Attested copies of all certificates of registration to be enclosed)	
6.	PAN/ TAN Number (Attested copy to be enclosed)	
7.	Service Tax Registration Number (Attested copy to be enclosed)	
8.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/ partner anywhere in India. (If no, a self certificate is to attached in this regard)	
9.	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached.	
10.	Whether agency profile is attached?	
11.	Whether list of clients is attached?	

APPLICATION: FINANCIAL BID

1.	Name and Complete Postal Address of Agency along with Phone, Fax Number	:	
2.	Type of Charges to be claimed by the Agency/Firm		
2.1	Service Charges-It should be quoted as % of the total emoluments as stated in this tender document payable per month in respect of manpower supplied.	:	
2.2	Service Tax -It should be quoted as % of the service charges as per rates applicable	:	
2.3	Any other charges * (details to be given)	:	

* IF NO DETAILS ARE SPECIFIED THE AMOUNT WILL BE TREATED AS NIL.

DECLARATION

1. I _____ Son/ Daughter/ Wife of Shri _____ Proprietor/ Director/ authorized signatory of the agency/ Firm, mentioned above is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender for providing Technical Manpower on outsourcing basis to the Govt. Examiner of Questioned Documents, DFS, MHA, Govt. of India, 30, Gorachand Road, Kolkata-700014 and undertake to abide by them;
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ we am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my/ our tender at any stage besides liabilities towards prosecution under appropriate law.
4. That our agency/ firm has not been blacklisted by any Organization.

Date:

Signature of authorized person

Place:

Full Name:

Seal:

FORMAT FOR BANK GUARANTEE AGAINST ANNUAL MANPOWER AGREEMENT
(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No.:

Date:.....

To..... (Name of the Purchaser)

Whereas..... (Name of the Purchaser) hereinafter called "the Contractor" has undertaken, in pursuance of contract No..... dated..... to supply..... (Description of Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Contractor's performance obligations under the contract for next one year.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you on behalf of the Contractor, up to a total of Rs..... (Amount of guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until day of 20.....

Signature and Seal of Guarantors

.....
.....

Date: 20..

NOTE: 1. CONTRACTOR SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.