F.No.DZU/LAB/B/367/2015 Dated: 02.2020

NOTICE INVITING QUOTATIONS FOR OUTSOURCING OF TWO SKILLED PERSONNEL FROM SERVICE PROVIDERS ON CONTRACT BASIS IN THE DIRECTORATE GENERAL OF GOODS & SERVICE TAX INTELLIGENCE, DELHI ZONAL UNIT, NEW DELHI.

Tender are invited from eligible reputed Agencies/ Firms/Companies having their establishments in Delhi/NCR only and engaged in such nature of business for providing requisite skilled personnel for functioning & maintaining Cyber Forensic Laboratory at the office of the Directorate General of Goods & Service Tax Intelligence, DGGI, DZU, Delhi.

The details can be downloaded from the CPP Portal (URL: http://eprocure.gov.in).

<table>
<thead>
<tr>
<th>Period of Contract</th>
<th>: 01.04.2020 to 31.03.2021</th>
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<tbody>
<tr>
<td>Date of publishing the tender on CPP portal</td>
<td>: 17.02.2020</td>
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<td>Clarification period</td>
<td>: 17.02.2020 to 21.02.2020</td>
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<td>Last date &amp; time of uploading the Bid</td>
<td>: 06.03.2020</td>
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<tr>
<td>Date &amp; time of opening of Technical Bids</td>
<td>: 09.03.2020</td>
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2. The interested agencies who fulfill the conditions and are also willing to comply with the other terms and conditions as mentioned in Annexure-I to this notice may submit their technical bids in form Annexure-II and financial bid in form “Item Rate BoQ” on CPP portal, enclosed to this notice, which will be e-processed by the department.

3. Interested service providers may contact on phone no. 011-20862454 or visit and meet Shri Arnit Kumar Gupta, Deputy Director for any query regarding the tender.

4. The bidder shall quote the Monthly charges specifying the details of the proposal in their bids. While quoting the bid amount in BOQ the bidder shall ensure that the bid amount quoted is compliant to all the statutory requirements regarding minimum wages, contribution towards EPF and ESIC etc. Maximum Limit for monthly charges is Rs. 50,000/- per person per month excluding GST.
5. The service providers, prior to the awarding of the contract, may be interviewed by the tender committee of the office, regarding suitability of the service providers and persons to be provided for deployment.

6. The Competent Authority, DGGI, DZU reserves the right to accept or reject any or all bids without assigning any reason. In case of any dispute of any kind and in any respect whatsoever, the decision of Competent Authority, DGGI, DZU shall be final and binding.

7. The Tender Document comprises of the following documents:

1) Scope of Work & Terms and Conditions – Annexure-I
2) Technical Bid – (Pre – qualification requirements) Annexure-II
3) Tender Acceptance Letter- Annexure-III
4) Price bid undertaking- Annexure-IV
5) Financial Bid – (BOQ file to be downloaded with tender documents)

(Manbir Singh)
Assistant Director (Admin)
ANNEXURE-I

1. The Scope of work for skilled personnel required for the office is as under:-

Skilled Personnel for functioning & maintaining Cyber Forensic Laboratory.

i) Operating & maintaining Cyber Forensic Laboratory at DGGI, Delhi Zonal Unit, Delhi.

ii) He/She should be proficient in handling Cyber Forensic equipments and software.

iii) Acquiring & Analyzing digital device for gathering evidence during search operations. This includes the activities confined to the cyber forensic lab at DGGI, Delhi Zonal Unit as well as any other place of operation as required by DGGI, Delhi Zonal Unit.

iv) Providing training of Cyber Forensic tools and their working to officers of DZU as and when required.

v) He/She should also systematically maintain the records required to be maintained in the lab along with preparation of periodical statutory reports.

vi) He/She should be well conversant with the repairing and maintenance of computer and related office equipments.

2. QUALIFICATION REQUIREMENT FOR TWO SKILLED PERSONNELS TO BE DEPLOYED BY THE SUCCESSFUL COMPANY/FIRM/AGENCY IN THE DIRECTORATE GENERAL OF GOODS & SERVICE TAX INTELLIGENCE, DELHI ZONAL UNIT, DELHI.

i) (a) The Skilled personnel to be provided should have MCA/B.Tech/BE (Computer Science). Having Computer Forensic Certification from any reputed Govt. organization like CDAC is desirable.

   (b) B.Tech/M.Tech in Cyber Security or Analogue field.

ii) The personnel should have good knowledge of MS Word, Window OS, MS Office (Word, Excel, PPT), internet, Web based networking and computer hardware as well as of English language.

iii) The personnel should have minimum 6 months of experience in related work.

3. OBLIGATIONS TOWARDS STATUTORY LIABILITIES


b. Service provider shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
c. Service provider shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act, Service Tax and other statutory liabilities.

d. Service provider to obtain insurance cover for his employees / equipment, tools and tackles etc and take third party risk insurance coverage at his own cost. The department shall not be responsible for any loss, damage pillage of his property and / or his employees.

4. OTHER TERMS AND CONDITIONS:

1. Earnest Money Deposit (EMD) or bid security of Rs. 30,000/- shall be submitted by the bidder in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in India, drawn in favor of PAO, CBIC, New Delhi, on or before Technical Bid opening date/time as mentioned in Critical Date Sheet. Tenders will be treated as non-responsive and will be rejected, at the initial stage itself, if hard copy of EMD or EMD exemption letter is not received on or before opening of Technical Bid. On being awarded the contract and acceptance of the same by the contractor, the contractor must provide Performance Security in the form of Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Bank, equal to 5% of the value of contract, within one month from the date of acceptance. The same shall remain valid for 30 days beyond the date of completion of all contractual obligations of the contractor. The Performance Security document will be returned only after successful completion of the contract without any liability of interest.

2. The department reserves the right to accept or reject any or all the offers without assigning any reasons, whatsoever and may not seek any services from any vendor as a consequence of the advertisement.

3. Only bids received on CPP Portal will be considered for opening Bids in any physical form sent through fax/email/courier/post/delivered personally will not be considered.

4. Period of agreement: The agreement is usually for one year, based on the performance and other factors. The service provider should be in a position to deploy the skilled personnel immediately on awarding of the contract. The service provider should ensure that the persons engaged are of highest standards of integrity, discipline and capability.

5. The agency will be responsible for any loss of property etc., for negligence of the persons employed by it including the civil and criminal liability arising from the acts of its personnel and department will not be responsible for such acts under any circumstances.

6. The Department on its part shall not be liable to pay any charges, dues compensation under any of the industrial laws or other laws applicable to the skilled personnel which shall be the sole responsibility of the agency and the agency alone shall be the employer of such personnel. The service provider would ensure that the personnel deployed by it in the Department would not be
entitled at any point of time of their service with the Agency to claim employment in the Department in any circumstances whatsoever.

7. The department reserves the right to modify/ append or delete any clause without giving any notice.

8. PAN/Service Tax Registration No. should be indicated in the bill.

9. The Service Provider should have at least a minimum of three years experience.

10. No other person except Service Provider's authorized representative shall be allowed to enter the office premises.

11. Department will not be responsible for any dispute between Service Provider and workers of the Service Provider.

12. The Department may request the Service Provider to withdraw any of his workers from the office without assigning any reason, within 24 hours of prior intimation.

13. During execution of work, the Service Provider should follow all standard norms of safety measures / precautions to avoid accidents/ damages to man, machines and buildings etc. On non-adherence to this clause, suitable fines, as decided by the Competent Authority of DGGI, DZU will be imposed.

14. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.

15. The service provider & the persons deployed shall not claim any benefit/ compensation/ absorption/ regularization of service from/ in this office under the provision of Industrial Disputes Act 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other law/rules. Undertakings from the persons to this effect shall be required to be submitted by the service provider to this office.

16. The service provider's personnel shall not divulge or disclose to any persons any details of office operation process, technical know-how, security arrangements, administrative/ organizational matters as all are confidential /secret in nature. If any such instance of misdemeanour comes to the notice of this office, the agency shall be liable for damages.

17. The service providers personnel should be polite, cordial positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

18. The persons deputed shall not interfere with the duties of the employees of the department.

19. Department may require the service provider to dismiss or remove from the site of work any person or person deployed by the service provider who may be incompetent or for his/her misconduct and the service provider shall further with comply with such requirement. The service provider shall replace
immediately any of its personnel if they are unacceptable to this department because of incompetence, security risk, conflict of interest, breach of confidentiality or improper conduct upon receiving written notice from this department.

20. The service provider has to provide photo identity cards to the persons deployed by him/her for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.

21. The transportation, food, medical, insurance and other statutory requirements, in respect of each personnel of the service provider shall be responsibility of the service provider and the department shall not be liable or responsible on any of these accounts towards any personnel of the service provider.

22. Working hours would be normally from 9.30 A.M. to 6 P.M. during the working days, including half an hour lunch break in between. However, in exigency of work, they may be required to sit late and the personnel can also be called on Saturday, Sunday and other gazette holidays, if required. For this no extra payment shall be made to service provider.

23. That the Service Provider will be wholly and exclusively responsible for timely and regular payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable.

24. Payments to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendance. Payments will be made after receipt of the invoice and due processing thereof. It may be clarified that service tax, as applicable, will be separately paid with each monthly bill on actual basis.

25. The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

26. This department will provide necessary hardware / software requirements of cyber forensic lab and the personnel deployed are expected to maintain and preserve the equipments very delicately and with care.

27. The Service Provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. either supplied to the personnel or permitted to be used/operated for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken and the personnel posted are expected to maintain and preserving the equipments very delicately and with care.

28. The agreement can be terminated by either party by giving one month notice in advance. If the service Provider fails to give one month notice in writing for termination of the agreement then one month payment and any amount due to the service provider from this department shall be forfeited by the department.
29. The service provider shall not assign, transfer, pledge, or sub contract the performance of service without the prior consent of this department.

30. On the expiry of the agreement, as mentioned above, the Service provider will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Service Provider it shall be the entire responsibility of the service provider to pay and settle the same.

31. In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Competent Authority, Directorate General of Goods & Service Tax Intelligence, DZU whose decision shall be binding on both the parties.

32. The service provider shall be contactable at all times and messages sent by phone/email/Fax/Special messenger from this department to the service provider shall be acknowledged immediately on receipt on the same day.

33. The service provider shall strictly observe the instructions issued by this department in fulfillment of the contract from time to time.

34. Except for statutory increase, no increase in the accepted charges will be permitted during the period of contract. In case of statutory increase, the contractor will have to submit a copy of the Notification/Circular etc, issued by the Competent Authority, raise a separate Bill for the payment of arrears of differential amount and include the same in the subsequent Bills.
ANNEXURE-II

TECHNICAL BID FOR TWO SKILLED PERSONNELS TO BE DEPLOYED BY THE COMPANY/FIRM/AGENCY IN THE DIRECTORATE GENERAL OF GOODS & SERVICE TAX INTELLIGENCE, DELHI ZONAL UNIT, DELHI

<table>
<thead>
<tr>
<th></th>
<th>Name/Address of the Registered Firm/Company</th>
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<tbody>
<tr>
<td>2</td>
<td>Status of ownership Proprietary/Partnership/ Company with name &amp; address.</td>
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<tr>
<td>3</td>
<td>Experience in the field (no. of years)</td>
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<tr>
<td>4</td>
<td>List of present clients along with proof of Work/Contract order. (Upload Copies in respect of few important clients)</td>
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<tr>
<td>5</td>
<td>GSTIN/PAN details (copy to be attached)</td>
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<tr>
<td>6</td>
<td>EMD details</td>
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<td>7</td>
<td>Skilled personnel's detailed qualification &amp; experience of related work.</td>
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<td>8</td>
<td>Undertaking for disputes/criminal cases, if any</td>
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DECLARATION

I have read and understood all the terms and conditions and other details mentioned in the tender notice.

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

Signature of authorized person

Full Name:

Date:

Seal: