Subject: Tender Notice Inviting e-Tenders/Bids for Manpower Services in Ministry of Skill Development & Entrepreneurship (MSDE) - reg.

Bids are invited in two bid system (Technical and Financial Bid separately) from duly registered Manpower Service Providers / Organizations (Bidder) for providing manpower services to MSDE in the following categories.

   i) Data Entry Operators : 20 nos.
   ii) MTS : 20 nos.

(The actual requirement of manpower may vary from time to time). Bidder may submit bid for one or more category of manpower service as mentioned above.

1. The offers, in the prescribed format shall be submitted online at http://eprocure.gov.in as per tender document. No tender will be accepted by hard copy, fax or e-mail or any other such means.
3. Terms and Conditions of the tender are given in Annexure-1.
4. The e-tender bids (Technical and Financial) should be submitted in two separate covers as detailed below:
   i. Cover 1 - Containing Technical Bid as per Annexure 3A and 3B and copy of acknowledgement as proof of submission of Demand Draft towards EMD.
   ii. Cover 2 – Containing the Financial Bid, as prescribed in Annexure 4 showing rates, financial terms and conditions etc.
5. Financial bids of only those firms will be opened, who are short listed on the basis of the Technical Bid.
6. Last date for submitting bids : 19th March, 2017 by 01.30 P.M.
7. Opening of bids : 20th March, 2017 at 03.00 P.M.
8. MSDE reserves the right to cancel the entire tendering process at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the Tender documents without assigning any reason thereof. No inquiry, after submission of quotation, shall be entertained. In case of withdrawal of any bid before finalization of the instant tendering process, the EMD of the concerned bidder will stand forfeited.
9. Bid shall be valid for 180 days from the date of opening of bid.
10. List of annexure along with the instant tender notice:
    I. Terms and Conditions - Annexure 1
    II. Scope of services - Annexure 2
    III. Technical Bid (Performa)- Annexure 3A and 3B
    IV. Financial Bid (Performa)- Annexure 4

Under Secretary to the Government of India
The registered office or branch office of the bidder should be located in Delhi/New Delhi/NCR region, as per Contract Labour Act 1970. The bidder is required to submit the proof of its office address along with telephone number as per details to be provided in Annexure 3A.

Bids received after the specified date and time will not be accepted. The EMD of the unsuccessful bidders will be refunded only after the finalization of the due tendering process. No interest will be payable on the earnest money.

In case Bidder withdraws from the bid process after opening of the Technical Bid, his EMD will be forfeited.

Bidder must have at least two years experience in the relevant field having sufficient manpower resources on their pay roll.

Bidder should have annual turnover of over Rs 50 lakhs (Rupees Fifty Lakhs only) in each of the previous two financial years (2014-15 and 2015-16)

The Scope of Services is as per Annexure 2.

Bidders shall be responsible for ensuring compliance of all statutory regulations, including Labour laws, minimum wages act, ESI, EPF etc and relevant legislations or acts in respect of the workers deployed for providing the services to MSDE. The bidder shall indemnify MSDE against all claims, damages, or compensation under all such statutes, including the Payment of Wages Act, 1936, Minimum Wages Act 1948, Employer’s Liability Act 1938, the Workmen Compensation Act, 1923, Industrial Disputes Act 1947, Maternity Benefit Act, 1961, Delhi Shops and Establishment Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time.

There should be no legal suit/ criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by any Government organization.

The manpower deployed in each category shall have at least adequate experience in the job role for which he/she is being deployed.

The salary/wages will be provided as per the existing Government Rules.

The manpower deployed by the successful bidder shall be employees of the service provider and it shall be the duty of the service provider to pay their salary/wages in time i.e. before 7th day of the month immediately succeeding the month to which the salary/wages pertain.

The service provider shall make timely payment of salary/wages to the manpower deployed with MSDE, and any complaint of non-payment of wages to the personnel will be seriously viewed as violation of agreement by the contracting agency.

There shall be no employer-employee relationship between the manpower deployed by the successful bidder and MSDE, and the persons deployed under this contract shall not have any right in MSDE for regularization and/or absorption in any position or post.

The contract would be awarded for a period of 12 months initially and may be extended further for another year, subject to satisfactory services being provided during the initial period of contract. The annually increment of salary/wages will be granted @ 3% as admissible.

Bidder shall also furnish EMD of Rs. 1,00,000/- (Rs. One Lakh only) in the form of Bank draft drawn in favour of DDO, Ministry of Skill Development &
Entrepreneurship payable at New Delhi and submit physically to this office.

The tenderer should quote his service charges in Rupees per day per person in such a way that gross service charge in Rupees per billing month should be more than the amount of Income Tax to be recovered from total payment from such monthly bill which is aggregate of Wages (Fixed), EPF (Fixed), ESI (Fixed), Service Charge (As quoted) and Service Tax (As applicable). It may be noted that the rate of Income Tax will be computed @ 2% of the total payment i.e. at the highest applicable rates irrespective of the status of the tenderer as an individual contractor/firm/trust.

The service charge has to be quoted on the sum which comes out after adding minimum wages, EPF (Employer’s Contribution) and ESI (Employers Contribution). The Service Charge has to be quoted in percentage upto one decimal place e.g. 10.1%, 5.8% etc.

The successful bidder shall comply with all the terms and conditions given in the tender.

The Bidder shall, inter-alia, furnish technical information complete in all respects (along with all the supporting documents) as per Annexure-3A and 3B and financial Bid as per Annexure 4.

The persons deployed by the selected bidder shall have to perform the given duties in the office of MSDE and also at any other location where MSDE is required to function.

The bidder shall submit following documents with Technical Bid:

a. Copy of EPF Registration Certificate
b. Copy of ESIC Registration Certificate
c. Copy of Service Tax Registration Certificate
d. Copy of PAN/TAN number
e. Undertaking to the effect that the firm is not blacklisted
f. Copies of Experience certificate/work order for the last two years

21. A copy of this tender document duly signed on each page by the authorized representative of the bidder as a token of having accepted all the terms and conditions laid down herein.

22. The successful Bidder will have to submit performance Security equivalent to 5% of the amount payable by MSDE in one year under the terms of the bid by way of Bank Guarantee that shall be valid for three months over and above the period of contract. In case the contract period is extended the Bank Guarantee will have to be renewed to cover further period up to three months over and above the extended period of contract.

23. The successful Bidder will have to enter into an agreement with the MSDE and shall abide by the said agreement.

24. Bids shall remain valid for 180 days after the date of bid opening prescribed by the MSDE. A bid valid for a shorter period will be rejected by MSDE as non-responsive.

25. The bidder shall upload the bids in two parts. One will contain Technical Bid (Annexures 3A and 3B) along with scanned copy of bank draft for EMD and the other shall contain the Financial Bid (Annexure 4).

26. Bidder may submit bid for one or more category of manpower services required by MSDE as mentioned under:
   i) Data Entry Operator : 20 nos.
   ii) MTS : 20 nos.

27. All papers submitted in the bid documents should be signed and attested by the duly authorized person as proof of the valid document for bid. In the absence of
document duly attested by the bidder, MSDE may consider the document as invalid.

28. The Technical Bids shall be opened by the Tender Evaluation Committee (TEC) on the scheduled date and time (at 3 pm on 20th March, 2017) in MSDE office at 2nd Floor Shivaji Stadium Annex, Connaught Place, New Delhi in the presence of the Bidders or their authorized representative along with proof of authorization, if any, who wish to be present at the time of opening the tender.

29. Financial Bids shall be opened for technically qualified Bidders by the TEC in the presence of Bidders or their representatives.

30. The last date of submission of complete bids on the e-procurement site is 1.30 pm on 19th March, 2017.

31. MSDE reserves the right to cancel the entire tendering process at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the Tender documents without assigning any reason thereof.

32. Successful bidder shall have to commence the services within 7 days of the signing of the agreement. On failure by the successful bidder to do so, the contract shall be terminated.

33. All persons deployed by the Successful bidder for each of the category shall have requisite competencies to perform the services satisfactorily.

34. If any of manpower deployed by the successful bidder is not performing in a manner that MSDE considers satisfactory, MSDE shall be at liberty to make such deductions, as it considers fair, and/or to require the bidder to provide a suitable replacement.

35. Non-satisfactory service during the period of contract may lead to forfeiture of performance security deposit and cancellation of contract.

36. Payment to the selected service provider will be made on monthly basis on submission of bill.

37. The selected service provider shall pay the salary to the deployed personnel latest by 7th of every month by ECS from time to time. If the salary is not released to all deployed personnel on or before 7th of every month an amount of Rs.200/- per person per day shall be charged as penalty. Besides Salary Slip be also provided to every personnel deployed clearly indicating the payment and deductions.

38. The selected bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.

39. Decision of Secretary, MSDE shall be final and binding on the selected bidder at any stage of tendering process.

40. In the event that any document furnished by the successful bidder is found to be false, it would be deemed to be a breach of terms of contract making it liable for legal action, forfeiture of performance guarantee and termination of contract.

41. Prior to commencement of the work, the Successful bidder shall furnish a list of at least four candidates for each position for which it is providing the manpower, supported by the following documents in respect of each person:
   a. Curriculum-Vitae incorporating all necessary information, including the photograph, date of birth, marital status, address, educational and professional qualifications, experience, Aadhar Card (in the event of Aadhar not being available, any other card of proof of identification issued by the Government of India) etc.
   b. Letter of undertaking as per Annexure 3C from the candidate that she/he agrees that they have no right for any employment/absorption in MSDE
   c. Certificate of Verification of antecedents of persons by local police authority.
   d. Certificate of medical fitness issued by a Government or reputed private hospital.
It shall be the responsibility of the successful bidder to ensure that the manpower deployed shall adhere to the rules and regulations of MSDE functioning, and shall maintain confidentiality as regards any MSDE matter that comes to their knowledge by virtue of having been deployed in the MSDE by the successful bidder.

The service provider's personnel deployed at MSDE should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscretion on the part of the personnel deployed by him.

The MSDE offices are open from 9.00 AM to 5.30 PM on all working days (Mondays to Fridays) and there is a 30 minutes lunch break in between. However, in exigencies of work, the manpower may be required to sit late and the personnel may be called on Saturday, Sunday and other Gazetted Holidays, if required, and in lieu of this they would be entitled for over time allowance as per rules of Government.

In case MSDE requires additional manpower of the specified categories for shorter durations, the service provider shall provide such additional manpower on the same terms and conditions.

If for any reason, the service provider wishes to withdraw any of the persons who have been deployed with MSDE, at least one month's written notice shall be provided by the service provider. A suitable replacement, acceptable to MSDE, shall also be provided by the service provider so that there is sufficient overlap between the outgoing and incoming personnel to ensure seamless functioning of MSDE. MSDE shall be paying for the services of only one person during the period of such overlap.

The service provider shall be responsible for ensuring that the manpower provided by it exercise due care and caution as regards to the property of MSDE, including the office equipment, vehicles etc. In the event of any damage to MSDE property, outside the normal wear and tear on account of normal prudent use of such equipment, MSDE reserves the right to deduct the cost of replacement/repair of such equipment from amounts payable to the service provider.

MSDE will maintain an attendance register in respect of the personnel deployed by the agency on the basis of which salary/wages will be decided in respect of the staff at the approved rates. The service provider shall obtain a duly certified copy of this attendance register every month and a copy of the same shall be attached to the bill raised for that month.

The Bidder shall raise the bill, in triplicate, along with
a. The attendance sheet, and
b. Proof of having deposited all the statutory dues of the concerned manpower till the end of the previous month
to MSDE or any such nominated person in MSDE, and acknowledgement obtained.
The concerned authority will process the bills and payment will be made on monthly basis. Amounts payable to the service provider will be released after verification of documents and deduction of taxes at source as applicable.

In the event of the service provider failing to comply with any statutory/ taxation liability leading to any claim being made on MSDE, or any other obligation, monetary or otherwise, arising, MSDE shall deduct such amount from the outstanding bills of the service provider, or from the Performance Security Deposit.

In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the service provider will be liable to be forfeited by MSDE besides annulment of the contract.

All disputes or difference whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in
terms of “The Arbitration and Conciliation Act, 1996” and award made in pursuance thereof shall be binding on the parties.

53 The Courts at New Delhi will have exclusive jurisdiction for any issue/dispute arising out of or in connection with this contract.

54 No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the quotation. Quotation must be unconditional.
SCOPE OF SERVICES

The Bidder shall provide manpower services for above categories as per below mentioned detailed scope of service for each of the category:

A. Data Entry Operator (20)
   1. All sorts typing work usually carried out by using Computer with knowledge of MS Office/Excel/Powerpoint or any other suitable software in English/Hindi, maintenance of files of documents and other relevant works as and when required by the different sections/divisions of MSDE.
   2. Typing speed minimum 35 WPM in English or 30 WPM in Hindi.
   3. Movement and maintenance of files, papers, within the office, outside MSDE Office including Central Ministries and other places.
   4. Operation of various office equipment like photocopier, fax, telephone, printer, EPABX etc.
   5. Dispatch and receipt of files, letters etc. to and from MSDE including various state/central govt. offices/PSU.
   6. Any other work assigned by the MSDE from time to time.
   7. Experience of working in Government Offices of not less than 1 year.
   8. Educational Qualification not less than Graduate or equivalent

B. MTS (20)
   1. Carrying of files & other papers within the building and delivering of Dak outside the building.
   2. All sorts typing work usually carried out by using Computer
   3. Photocopying, sending of FAX etc.
   4. All Pantry work, like serving tea, coffee and cleaning of crockery etc.
   5. Assisting in routine office work which included diary, dispatch etc through e-office.
   6. Opening & closing of rooms, general cleanliness of the office.
   7. Any other non-technical work in the Section/ Unit.
   8. Any other work assigned by the MSDE from time to time.

[Signature]
**Annexure 3A**

**TECHNICAL BID FOR MANPOWER SERVICES IN NATIONAL SKILL DEVELOPMENT AGENCY**

*Note: Technical Bid should indicate the following information along with the self attested photocopies of documents mentioned in the table below. Copies of proof must be enclosed and page numbers indicated wherever required. All licenses, permits, registrations etc shall be valid as on the date of the bid.*

Name of Bidding Firm (Service Provider):

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Particulars</th>
<th>To be filled in by the Bidder</th>
<th>Indicate page number for easy reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder</td>
<td></td>
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<tr>
<td>2</td>
<td>Date of establishment. (Attach a copy of Registration certificate)</td>
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<td>3</td>
<td>Detailed office address of the Bidder with office telephone number, Fax number and Mobile number and the name of the contact person(s)</td>
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<td>4</td>
<td>Name of person authorized to sign the tender and bid documents. (Please attach a copy of the authority letter signed by the Company Secretary/Director/Owner).</td>
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<td>5</td>
<td>Bank Account Details:</td>
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<td></td>
<td>a. Bank’s Name</td>
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<td>b. Branch location</td>
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<td></td>
<td>c. Account number</td>
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<td></td>
<td>d. IFSC Code</td>
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<td></td>
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<td>6</td>
<td>PF Registration Number (Copies of all certificate of registration to be enclosed.)</td>
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<td></td>
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<td>7</td>
<td>ESI Registration Number (Copies of all certificate of registration to be enclosed.)</td>
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<td>8</td>
<td>PAN Number (Copy to be enclosed)</td>
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<td>9</td>
<td>TAN Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr No</td>
<td>Details of client along with address &amp; contact no</td>
<td>Amount of contract</td>
<td>Duration from/to</td>
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<thead>
<tr>
<th>Sr No</th>
<th>Details of Annual Turnover for 2014-15 and 2015-16</th>
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<tr>
<td>1</td>
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<td>2</td>
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<table>
<thead>
<tr>
<th>Sr No</th>
<th>Details of EMD Bank Draft:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1. Bank Draft No</td>
</tr>
<tr>
<td>2</td>
<td>2. Date</td>
</tr>
<tr>
<td>3</td>
<td>3. Amount</td>
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</table>

Name and signature of Authorized person of the company along with seal and designation

[Signature]

9
UNDERTAKING BY THE BIDDER

DECLARATION

I, ________________________________ Son/ Daughter /wife of Shri ________________________, resident of ______________________, and working as Proprietor/ Director/ ________________________, have been duly authorized by the competent authority of the bidder, ________________________, to sign this declaration, the bid documents and all other acts necessary for responding to this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them and also acknowledge to bear the consequences of non performance or deficiencies in services in my part.

3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I agree that furnishing of any false or misleading information and/or document would lead to the rejection of my bid/cancellation of the contract at any stage, forfeiture of Performance Security Deposit and subject the bidder and the undersigned to further action under appropriate law.

Signature of authorized person along with Seal and designation

Date: ________________

Full Name: ________________

Place: ________________

Seal

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical tender
UNDEARTAKING BY THE MANPOWER DEPLOYED WITH MSDE

DECLARATION

I, ___________________________ Son/ Daughter /wife of Shri ___________________________ r/o _____________, aged ___________ years, do hereby declare as under:

• that I am an employee of _____________ (Service Provider’s name) for the past ____________ years;

• that I have been deployed with MSDE by the ___________ (service provider’s name)

• that I have no employer-employee relationship with MSDE, and any such rights that I have are vis-à-vis __________ (service provider’s name)

• I shall have no right of regularization/absorption/continuation in MSDE and shall not make any claim whatsoever for the same.

(Signature of Manpower deployed
By Service provider at MSDE)

Date: ___________________________ Full Name: ___________________________

Place: ___________________________ Seal: ___________________________

11
**Annexure 4**

**FINANCIAL BID FOR MANPOWER SERVICES IN NATIONAL SKILL DEVELOPMENT AGENCY**

1. **NAME OF THE BIDDER:**
   (along with address, telephone number and email address)

2. Rates for the manpower services for each category is mentioned as below in tabular format:

<table>
<thead>
<tr>
<th>S.no</th>
<th>Component of Rate</th>
<th>Data Entry operator</th>
<th>MTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monthly rate (per person)</td>
<td>As may be notified by Government of NCT of Delhi from time to time</td>
<td>As may be notified by Government of NCT of Delhi from time to time</td>
</tr>
<tr>
<td>2</td>
<td>Employees Provident Fund @.........% of Sl.No.1 above</td>
<td>As per Government rate</td>
<td>As per Government rate</td>
</tr>
<tr>
<td>3</td>
<td>ESI @ ......% of Sr.no.1 above</td>
<td>As per Government rate</td>
<td>As per Government rate</td>
</tr>
<tr>
<td>4</td>
<td>*Administrative/ Service charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Any other tax (Pl Indicate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Service Tax (@ ..... % of ......) &amp; actual amount</td>
<td>As per Government rate</td>
<td>As per Government rate</td>
</tr>
<tr>
<td>7</td>
<td>Total (column 1 to 7)</td>
<td></td>
<td></td>
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<tr>
<td>8</td>
<td>Total Amount (in words)</td>
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</table>

(Note: all payment will be made by MSDE directly to the account of the Service Provider by bank transfer).

Place:
Date:

*Signature of the Authorized signatory of the Bidder with seal of the Bidding Firm.*

*Overwriting in amount quoted shall lead to rejection of the bid*