

TENDER DOCUMENT
FOR
PROVIDING MANPOWER SERVICES IN TIFAC

Important Dates

Last Date of Submission of Tender	11th December 2018 (2 pm)
Opening of Technical Bid	11th December 2018 (2:30 pm)

Note:

1. TIFAC may at its discretion extend this date and this extension shall be binding on the bidders.
2. If the date up to which the bids are open for acceptance in TIFAC is declared as a Gazetted Holiday of Govt. of India, the bids shall be deemed to remain open for acceptance till the next working day (up to 2 PM). No separate notification regarding the last date would be issued in that case.
3. Bidders have to keep themselves updated with any corrigendum / amendment or new development by revisiting TIFAC website from time to time. Any change in the tender document, terms and conditions, eligibility, procedure, last date or any other related change would be notified on TIFAC website only and it would be binding on the bidders.
4. Bidders should read, sign and understand terms & conditions carefully before submitting the tender



TIFAC

TECHNOLOGY INFORMATION, FORECASTING & ASSESSMENT COUNCIL (TIFAC)
(An Autonomous body under Department of Science and Technology, Govt. of India)
Vishwakarma Bhawan, A-Wing, Shaheed Jeet Singh Marg, New Delhi-110016

TENDER DOCUMENT

Technology Information, Forecasting & Assessment Council (TIFAC), an autonomous body under Department of Science & Technology, Govt. of India invites 'Sealed Bids' in 2-bid system from reputed and registered Service Provider Companies / Firms (agencies) for providing skilled manpower services in TIFAC through outsourcing for a period of one year, which is extendable to further one year.

Important Terms & Conditions

1. The scope of work is broadly given at **Schedule-I**.
2. This bid shall be processed in two bids system – namely (i) Technical/ Prequalification bid and (ii) Financial bid. The interested bidders shall submit both the bids in two separate sealed envelopes with both the envelopes to be kept in a single large envelope. The bids must be received in the office of In-charge (F&A), TIFAC, Vishwakarma Bhawan, A-Wing, 1st Floor, Shaheed Jeet Singh Marg, New Delhi-110016 on or before the last date / time (as mentioned on the cover page of this document).
3. The bidders should superscribe the envelopes as “Technical Bid”, “Financial Bid” and “Bid for Providing Manpower Services in TIFAC” respectively. Bidders should provide its name & complete postal address on the outer envelope and also indicate its name on other two small envelopes.
4. Bids received after the prescribed submission date / time will not be considered.
5. The technical bids will be opened first as per the date / time mentioned on the cover page of this document. The financial bid of the technically qualified bidders will be opened on the date to be fixed later on and made known to the qualified tendering agencies/ firms. Those firms that does not meet the requisite criterion/ non-fulfilling the preconditions and prescribed requirements, their financial bid shall not be opened.
6. The envelope containing the Technical Bid should include documents and details as per Schedule II and as specified under the “ELIGIBILITY CONDITIONS AND SUPPORTING DOCUMENTS REQUIRED” para of this tender document.
7. A bidder can submit only one proposal. Submission of more than one proposal will invite disqualification.
8. Bidders are advised to study carefully the terms and conditions before quoting their bid. All the pages should be signed by the bidder as a token of acceptance.
9. The rates must be submitted in prescribed format as given at **Schedule III** (Table) of this tender document. The agency is also required to give break-up of monthly charges to be claimed and actual in-hand payments to be made to the deployed manpower.
10. Contractors / Companies / Service Provider Agency / Firms should note that monthly payment will be done in accordance with the rates quoted in Table of Schedule III. The value of contract shall be determined by the number of staff to be deployed at TIFAC. Monthly value may increase or decrease with change in the number of persons actually deployed.
11. Contractors are required to quote their Service charges (Minimum 4%) as a percentage of the total monthly manpower charges (including ESI, EPF, etc.) to the manpower in Table of Schedule III. These charges (percentage) will remain fixed for entire contract period and will not be revised in any case.
12. As and when the minimum wages are revised by the government (Govt. of NCT of Delhi or Union Govt.), the firm shall inform TIFAC in writing for corresponding revision in manpower

- cost on proportionate basis. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC / EPFO against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. PF particulars of the employees engaged by the Contractor are required to be submitted to TIFAC.
13. All liabilities arising out of accident or death while on duty shall be borne by the Contractor.
 14. It shall be duty of the Contractor to provide proper uniforms and identity cards to the manpower deployed at TIFAC and to ensure that they should not attend office without the uniforms and identity cards..
 15. If as a result of post payment audit, any overpayment is detected in respect of any work done by the Contractor or alleged to have done by the Contractor under the tender, it shall be recovered by TIFAC from the Contractor.
 16. If any underpayment is discovered, the amount would be paid by TIFAC to the Contractor.
 17. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over, whenever required by TIFAC.
 18. All documents submitted by bidders should be numbered. Bidders have to compulsorily provide an index along with page numbers. Bidders are also required to provide page numbers along with other details in Table 1 of **SCHEDULE II**. In case of non-compliance, TIFAC will have the right to reject such bids as non- responsive.
 19. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the TIFAC may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sum so paid shall be recoverable by TIFAC from the Contractor.
 20. If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the TIFAC, such money shall be deemed to be payable by the contractor to the TIFAC within seven days. The TIFAC shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Security Deposit / Performance Security.
 21. Any Change in deployed staff by the Contractor should be intimated promptly to the designated official of TIFAC.
 22. TIFAC reserves the right to reject any or all the quotations in whole or in part without assigning any reason thereof. The decision of Executive Director, TIFAC shall be final and binding in respect of this clause.
 23. The staff provided should maintain required secrecy and discipline in the premises of TIFAC.
 24. The personnel engaged by the Contractor for this contract will not be an employee of TIFAC and there will be no employer-employee relationship between TIFAC and the personnel so engaged by the contractor.
 25. The contractor will have to deposit the proof of complying with EPF/ESIC etc. towards each Contractual staff, in every three months. These ECR should have clear mention of deployed staff along with matching payment receipt Challan.
 26. The Contractor can be requested to submit GST and other compliances proof as and when desired.

27. Any breach, non-compliance, violation of laws including violation of labour laws/ labour rights or misconduct by Contractor or his workers, shall empower TIFAC to terminate the contract and forfeit the security amount.
28. TIFAC reserves the right to deduct the proportionate amount from the Contractor, if any person provided by the Contractor comes late or is absent without any prior intimation. Minimum leaves as specified in the labour act or any other act for the time being in force, will be given.
29. The agreement can be terminated with two month notice on either side. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to and have no claim for any absorption in any capacity in TIFAC.
30. The Contractor or its workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
31. The manpower to be deployed at TIFAC should be selected as per the minimum qualifications and other criteria defined by TIFAC. In case any of the personnel so provided is not found suitable by TIFAC, TIFAC shall have the right to ask for his replacement without giving any reason thereof and the Contractor, on receipt of a written communication from TIFAC, shall have to replace such persons immediately.
32. TIFAC shall not bear any extra charge on any account whatsoever. No request for alteration in the value once quoted will be permitted within the period the contract.
33. Contractor will be liable to pay the wages to the personnel engaged at TIFAC, by 7th of every month through RTGS/ NEFT only. Wages to be paid to the personnel shall comply with the directions of Ministry of Labour & Employment as issued from time to time. In no case the wages would be paid below the minimum wages prescribed by the Government.
34. Contractor will discharge all his legal obligations in respect of the workers/ supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable from time to time. The Contractor shall indemnify and keep indemnified TIFAC from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of TIFAC shall be final and binding on the Contractor.
35. TIFAC reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
36. No interest on security deposit and earnest money deposit shall be paid by the TIFAC to the bidder.
37. Successful bidder will have to enter into a detailed contract agreement with TIFAC on non-judicial stamp paper of 100/- (Rupees One Hundred only).
38. Bidder has to sign and stamp every page of this Tender document as token of acceptance of all terms and condition and produce it with the Technical Bid. Non compliance of this clause may render such bid ineligible for consideration at the discretion of TIFAC.
39. Misconduct/Sexual Harassment: TIFAC has strong stance against any form of Sexual Harassment/ misconduct to any of its employees at workplace/ journey in accordance with Prevention, Prohibition and Redressal Act, 2013 (SHW Act). The personnel engaged should be aware of the Act and comply with its provisions. Sexual harassment/ misconduct will attract

appropriate disciplinary action on the concerned person, cancellation of contract, forfeiture of earnest money / security deposit and / or any other action deemed appropriate to TIFAC.

EARNEST MONEY (BID SECURITY)/ SECURITY DEPOSIT

1. An Earnest Money in the form of Demand Draft from a scheduled commercial bank amounting to Rs.1,00,000/- (Rupees One Lakh only) must be deposited in favour of TIFAC payable at New Delhi.
2. Earnest Money of the successful bidder shall be converted into the interest free security deposit by TIFAC.
3. Earnest Money / Security Deposit shall be forfeited, if the successful bidder refuses or neglects to execute the contract.

ELIGIBILITY CONDITIONS AND SUPPORTING DOCUMENTS REQUIRED

1. The Contractor firm should have at least three years of experience of providing manpower services in reputed Govt. / Semi Govt. undertaking / University / reputed Private Organizations (MNCs) and other establishments and should produce documents to support their claim.
2. Self-certified copies of the Audited Balance Sheets and Profit & Loss Account of the bidder for the previous three financial years (2014- 15 to 2016-17) with turnover of at least Rupees 30 Lakhs should be produced alongwith the technical bid.
3. Self-certified photocopies of GST certificate, ESIC Registration, Employee Provident Fund Registration to be provided.
4. The Contractor Firm has to provide a list of 25 contractual/ outsourced personnel registered under ESI & EPF separately. Minimum 25 nos. of contractual staff is required with their ESI & EPF contributions. Contractor has to provide recent PO / Supply Orders for these deployed personnel with necessary documentary proof to establish that the firm has current strength of at least 25 Staff and 1 Supervisors.
5. Experience Certificate for last three years in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations' should be enclosed and details to be provided in tabular form as given at Table 2 of Schedule II. If required the firm may attach separate sheet but strictly in the given format only.
6. The Contractor Firm must have a registration as per Contract Labour Act as amended from time to time. It must provide a copy of valid labour license under this act.
7. Information regarding any litigation, current or during the last three years in which the bidder was/is involved, the names and address of the opposite party(ies), case number and court in which pending and the disputed amount to be provided.
8. Details regarding any work order / contract that was abandoned by the bidder at any stage or withdrawn from prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
9. Information regarding the proceedings for bankruptcy, insolvency or winding up, if any, in which the bidder was involved.

In case information required vide Para 7 to 9 is nil. This required to be mentioned very categorically.

LIQUIDATED DAMAGES CLAUSE

- 1 An amount equivalent to two days of contract amount, subject to a minimum of Rs 500/- will be levied as liquidated damages per day, whenever and wherever it is found that the work is not up to the mark at any point of time. Any such occurrence will be brought to the notice of the Contractor by TIFAC through email/fax/letter and if no action is taken within one day liquidated damages clause will be invoked.
- 2 Any misconduct/ misbehavior on the part of manpower deployed by the Contractor will not be tolerated and such person(s) will have to be replaced immediately in addition to other actions as considered necessary.
- 3 The decision of the Executive Director, TIFAC shall be final and binding on the Contractor Firm in respect of any clause covered under the contract.

PAYMENTS

- a) Payments will be done on monthly basis. However, monthly payments will be released only on production of ESIC and EPF challans along with monthly bills clearly mentioning the particulars/ details of all staff deployed at TIFAC in a manner rendering them easily verifiable by TIFAC officials. Any consolidated challans without specific details of deployed staff will not be accepted. Payments will be cleared only when:
 - 1 Payment to deployed staff is by 7th of each month.
 - 2 Payment to be deployed staff is made through RTGS/NEFT and copies of such RTGS/NEFT challans (monthly-wages paid to deployed workers) are attached with bills due for payment in succeeding months.
 - 3 Proof of payment towards ESIC/ EPF details with specific mention of deployed staff at TIFAC, is produced for preceding month along with bill.
- b) Appropriate taxes including TDS, will be deducted as applicable.

EVALUATION OF BIDS

TIFAC will evaluate and compare quotation determined to be substantively responsive which are properly signed, fulfill all the eligibility conditions, confirm to the terms and conditions and meet the minimum wages criteria and other statutory requirements. Financial bids of only those bidders will be opened whose technical bids are qualified. TIFAC will award the contract to the responsive bidder whose total cost for all the items put together is the lowest.

SCHEDULE – I

Following functions in TIFAC have been decided to be outsourced through service provider agencies:

Category-I

- Filing of papers received.
- Data entry job
- Maintenance of records
- Handling of photocopiers machines and other similar equipment
- Providing support service to different official / guests of TIFAC
- Diary and dispatch work
- Opening & Closing of office
- Delivery of papers / file for other offices
- Duties in exhibitions, mela, etc.
- Undertaking activities spread over 6 floors of the office building
- Other miscellaneous functions / activities

Category-II

- Maintenance of all electrical fittings and fixtures (including lights, fans, air conditioners, computers, photocopiers, food warmers, telephone instruments, etc.) in the office building.
- Maintenance and upkeep of the electrical panel, fire alarm system, UPS, generator system installed in the premises.
- Minor repair and fixing of plumbing issues viz. leakage, drainage, changing of taps, pipes, valves etc.

To meet the above work load, TIFAC requires skilled manpower as per indicative list given below:

S. No	Category	Indicative Description of position	Indicative requirement of manpower (No.)	Qualification	Experience
1.	I	Attendant (office)	4	Matriculate (10 th Pass)	Min. 10 years
2.	II	Electrician	1	ITI / Proficiency certificate in Electrical Trade	Min. 10 years

NOTES:

1. Name & no. of positions / nature of work given in the above table are only indicative & TIFAC can ask for more or less number of manpower or no manpower in any of the above categories. Bidders should quote accordingly.
2. The number of required manpower may not remain fixed throughout the contract period, this can increase or decrease during the currency of the contract, depending upon the requirement of the TIFAC, availability of funds, policy of TIFAC/ GOI etc.
3. It is clarified that this would be only a service contract and the cost of the items / parts / components / cables / switches / equipment, etc. would be borne by TIFAC. However, the uniform for all the deployed manpower and basic tools for electrician's work would be provided by the Contractor.
4. The deployed manpower would be full time working for TIFAC on all Mondays to Saturdays (except Gazetted Holidays). They may also be required to attend to the office work on the Sundays and other holidays and beyond office hours without any extra remuneration.
5. The deployed manpower may also be sent out of office for official work. In such cases, conveyance charges will be reimbursed to the agency as per norms set by TIFAC, if official vehicle is not provided for the same.

SCHEDULE II

Format for Technical Bid
(Forwarding Letter should be on letter head of the Firm / Company)

From: _____
E-mail address: _____
Mobile no.: _____

To,

The Incharge (F&A)
Technology Information, Forecasting & Assessment Council (TIFAC)
Vishwakarma Bhawan
Shaheed Jeet Singh Marg
New Delhi-110016

1. I/We have read all the particulars regarding the information and other terms and conditions of the tender document for providing manpower services in TIFAC and agree to provide the services as detailed in the same at the rates given in the Financial Bid and I/We agree to hold this offer open till 90 days. In the event of award of the Contract, the rates quoted will be valid for the entire contract period (including extended period, if any) except in case of revision of wages by the Government.
2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. I/ we have enclosed and page numbered all the documents required as per this tender document along with this Technical Bid and the details of all these documents are given in the Table 1 placed below.
4. Every page so attached with this Tender bears my / our signature and the office seal.
5. Pay order / DD No. _____ dated of Rs. One Lakh only drawn in favour of TIFAC and payable at New Delhi, is enclosed towards the Earnest money required.

Yours faithfully

(Signature of Authorized Signatory and Seal)

Table 1: General information about the Company / Agency (to be enclosed with Technical bid)

S. NO	Particulars	Details (with page number wherever applicable and write NA wherever not applicable)
1.	Name of the Firm / Agency / Company	
2.	Particulars of Agency a. Address (Registered Office) b. Tel. No. c. Fax No. d. E-Mail	
3.	Contact Person's Name and mobile no.	
4.	Constitution of the Firm/Agency a. Indian Companies Act 1956 b. Indian Partnership Act, 1932 (please give name of partners) c. Any other Act.	
5.	Registration Number of the firm	
6.	Registration No. under Contract Labour Act	
7.	Copy of GST	
8.	PAN Number/Circle/Ward/TAN No./TIN No.	
9.	ESIC Registration	
10.	EPF Registration	
11.	List of manpower on roll as on date	
12.	Purchase / supply order for engagement of minimum 25 + 1 manpower	
13.	Information about Litigations	
14.	Information about works abandoned	
15.	Information about Bankruptcy etc.	
16.	Authorization / Power of Attorney in favour of the Signatory	
17.	Earnest Money DD of Rs. One Lakh only	
18.	Any other relevant information / document	

Table 2: Format for Experience Details

S.No.	Name of the Deptt./Organization & Name of contract person with Ph. No.	Period		No. of staff deployed	Remarks

Note: - Firms are required to attach copies of experience certificate duly issued by the concerned organizations in support of above claim, otherwise their bid may be rejected.

Authorized Signatory

(Signature of Authorized Signatory and Seal)

SCHEDULE III

Format for Financial Bid
(Forwarding Letter should be on letter head of the Firm / Company)

From: _____

E-mail address: _____

Mobile no.: _____

To,

The Incharge (F&A)
Technology Information, Forecasting & Assessment Council (TIFAC)
Vishwakarma Bhawan
Shaheed Jeet Singh Marg
New Delhi-110016

I/we wish to submit our tender for providing manpower services at TIFAC on the following rates:

Table: Monthly Rates / Financial Bid (To be used for determining L1)

Description	Gross Monthly manpower Charges per person (Rs.) per month (which includes EPF, ESI deduction from employee)	ESI Contribution (Employer's share that will be paid by TIFAC and deposited by contractor with ESIC)	EPF Contribution (Employer's share that will be paid by TIFAC and deposited by contractor with EPFO)	Total of (Column No. 1+2+3)	Monthly Service charges as percentage (% of amount indicated in Column No. 4)	Applicable tax in percentage on (Column No. 4+5)	Total cost to TIFAC (Column No. 4+5+6)
Column No.	1	2	3	4	5	6	7
Attendant (office)							
Electrician							

Yours faithfully

(Signature of Authorized Signatory and Seal)

