

National Backward Classes Finance and Development Corporation

TENDER DOCUMENT

No. : NBCFDC/CS-ADMN/TD/MA/2015-16

Date : 05.10.2015

**For providing services of Unskilled/Semi Skilled/Skilled manpower
i.e. Housekeeping, Data Entry Operators, Steno, etc. in NBCFDC**

Manpower Service Provider

- (a) Period of issue of Tender Document : 05.10.2015 to 26.10.2015
- (b) Date and time for submission of Tender Document : From 10.00 AM to 05.30 PM on all Working days from 05.10.2015 to 26.10.2015
- (c) Date and time for opening of Technical Bids : At 11.00 AM on 27.10.2015
- (d) Opening of Financial Bids of eligible Bidders : At 11.00 AM on 28.10.2015
- (e) Likely date for commencement of Deployment of required manpower : 01.11.2015

CONTENTS OF TENDER DOUCMENT

S. No	Description of contents	Page Number
1	Scope of work and general instructions for bidders/service providers	3-5
2	Technical specifications for the service provider and the manpower to be deployed in the NBCFDC by the service provider	6
3	Tender Application- Technical Bid	7-10
4	Tender Application- Financial Bid.	11
5	Terms and Conditions	12-15

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. National Backward Classes Finance and Development Corporation (NBCFDC), is a Govt. of India Undertaking under the aegis of Ministry of Social Justice and Empowerment. The Corporation was incorporated on 13th January, 1992 as a Company not for profit under Section 25 of the Companies Act, 1956 (now under Section 8 of the Companies Act, 2013), with an objective to promote economic and developmental activities for the benefit of members of Backward Classes living below double the poverty line through State Channelising Agencies (SCAs) nominated by the respective State Governments /Union Territories requires the services of reputed, well established and financially sound Manpower Service Providers to provide unskilled / semi skilled / skilled manpower for Housekeeping, Data Entry Operators etc.
2. The contract for providing the aforesaid manpower is likely to commence from **01.11.2015** and would continue till **31.03.2017**. The period of the contract may further be extended beyond **31.03.2017** provided the requirement of the NBCFDC for manpower persists at that time or may be curtailed / terminated before **31.03.2017** owing to deficiency in service or substandard quality of manpower deployed by the selected Service provider or because of changes in the NBCFDC requirements. The NBCFDC, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider. Without assigning any reason what so ever
3. Numbers of manpower required initially are 05 unskilled (housekeeping), 02 Skilled (Data Entry Operators, Steno etc.). The requirements may vary from time to time.
4. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 10,000/- and other requisite documents by **26.10.2015** up to 1730 hrs in the NBCFDC, 5th Floor, NCUI Building, August Kranti Marg, New Delhi-110016.
5. The various crucial dates relating to “**Tender for Providing Manpower Services to the NBCFDC**” are cited as under:
 - (a) Period of issue of Tender Document : 05.10.2015 to 26.10.2015
 - (b) Date and time for opening of Technical Bid : At 11.00 AM on 27.10.2015
 - (c) Opening of Financial Bids of eligible Tender and Selection : At 11.00 AM on 28.10.2015
 - (d) Likely date for commencement Of required manpower : 01.11.2015

6. Tender has been invited under **two bid systems i.e. Technical Bid and Financial Bid**. The interested agencies are required to submit three separate sealed envelopes. Marked / super scribed as “A”, “B” and “C” kept in one big sealed envelope super scribing “**Tender for providing Manpower Services to NBCFDC**”.
- Envelope “A” should contain pay order/DD on account of cost of EMD. Envelope “B” should contain tender document and supporting documents. Envelope “C” should contain only financial bid which will be opened separately in respect of successful bidders whose technical bid is accepted primarily.
7. The tendering Manpower Service providers are required to enclose photocopies of the following documents (Duty attested by Group “A” Gazetted Officers of the Government of India or Class- 1 Officers of the State Governments/Self Attested), along with the Technical Bid, **failing which their bids shall summarily /out rightly rejected and will not be considered:**
- (a) Registration certificate of the applicant organization:
 - (b) Copy of TAN in respect of firm and PAN card in respect of prop.;
 - (c) Copy of the IT return filed for the last three financial years;
 - (c) Copies of latest and ESI certificates;
 - (d) Copy of the Service Tax registration certificate;
 - (e) Certified Bank Account statements containing transactions during last Three years and
 - (f) Solvency certificate from bank with certified copies of total turnover of the firm during the last three months.
 - (g) Documentary proof from the concerned agency where the manpower (Housekeeping, DEOs, Steno) etc, is provided by the firm. It should be concerning to the Government Department, public sector companies' banks etc.
8. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
9. All entries in the tender form should be legible and filed clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **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.

10. The Technical bids shall be opened on the scheduled date and time at **11.00 AM on 27.10.2015** in Conference room, NBCFDC, 5th Floor, NCUI Building, August Kranti Marg, New Delhi-110016 in the presence of the representatives of the bidders, if any, who wish to be present on the spot at that time.
11. The Financial Bid of only those tenders will be opened whose Technical bids are accepted by Competent Authority. The Financial bids shall be opened at **11.00 AM on 28.10.2015** in Conference room, NBCFDC, 5th Floor, NCUI Building, August Kranti Marg, New Delhi-110016 in the presence of the representative of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
12. The Competent Authority of the NBCFDC reserves the right to reject any or all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR BIDDERS/MAN POWER, SERVICE PROVIDER

1. The bidder /man power, service provider should fulfill the following technical specifications:
 - (a) Its registered Office or one of the Branch Offices should be located either in Delhi or New Delhi.
 - (b) It should be registered with the appropriate registration authority;
 - (c) It should have at least three years' experience in providing skilled, semi-skilled, unskilled manpower to Government Departments, Private Companies, Public Sector Companies/Bank, etc.
 - (d) It should have its operative bank account with any of the bankers their own Bank Account;
 - (e) It should be registered with Service Tax departments;
 - (f) It should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) Its minimum annual turnover should be Rs. 50,00,000/-

**TECHNICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED BY
THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE
NBCFDC, NEW DELHI**

1. Manpower provided should be above 18 years and below 45 years of age.
2. Individual selected should bring Character certificates from a Gazetted Officers of the Central Government/State Government.
3. His/her antecedents should have been got verified by the agency/selected manpower, service provider from the local police authorities.
4. The qualification requirements for all categories of the manpower along with monthly remuneration payable are given below. The successful tender shall ensure that the persons deployed to the NBCFDC get the amount subject to statutory deductions, as indicated below against each category.
5. The statutory deductions made from the remuneration of the staff shall be deposited with the respective statutory authorities in their name.

Category	Monthly Salary / Qualification requirements
Unskilled / Housekeeping/Labour	Minimum wages as fixed by Govt. of NCT of Delhi from time to time under Minimum Wages Act
Data Entry Operator	Minimum wages as fixed by Govt. of NCT of Delhi from time to time under Minimum Wages Act Essential: (i) Graduate from a recognized Indian University with basic computer knowledge including (ii) Certificate in Data Entry Operator etc, from Govt. recognized institution (iii) Data Entry Speed of about 8,000 (eight thousand) key Depressions per hour on Computer Desirable: One year working experience in a Govt. recognized organization
Steno	Minimum wages as fixed by Govt. of NCT of Delhi from time to time under Minimum Wages Act Essential: (i) Graduate from a recognized Indian University with basic computer knowledge including (ii) 80 WPM in shorthand and 40 WPM in English typing. Desirable: One year working experience in a Govt. recognized organization.

6. The bidder may quote their lowest rate of services charges, which they will claim for providing the services of the required manpower.

APPLICATION –TECHNICAL BID

1. For Providing Manpower Services to NBCFDC, New Delhi.

2. Name of Tendering Manpower:-----

Service Provider

3. Details of Deposit (a) EMD : DD No----- date----- of Rs.-----

Drawn on Bank-----

4. Name of proprietor /Director:-----

5. Full Address of Registered: -----

Officer -----

Telephone No. : -----

Fax No. :-----

E-Mail Address. :-----

6. Full address of Operating

office/Branch Office :-----

Telephone No. :-----

Fax No. :-----

E-Mail Address. :-----

7. Banker of the Manpower Service Provider :-----

:-----

Telephone No. :-----

of Banker

8. (a)TAN :-----

(b)PAN :-----

(Attach attested copy of above)

9. Service Tax Registration No. :-----

Attach attested copy

10. E.P.F. Registration No. :-----

(Attach attested copy)

11. E.S.I. Registration No. :-----

(Attach attested copy)

12. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial years:

(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2012-2013		
2013-2014		
2014-2015		

13. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format (if the space provided is insufficient, a separate sheet may be attached) but on prescribed format:

Sr. No	Name of client, address, telephone & Fax no.	Manpower service provided		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of Manpower provided	No		From	To

14. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal:

DECLARATION

1. I,----- Son/ Daughter / Wife of Shri -----
Proprietor / Director /authorized signatory of the Service Provider, mentioned above, am 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 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 tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:
Place:

Name:
Seal:

APPLICATION –FINANCIAL BID

(To be submitted in envelope “C” separately)

For Providing Manpower Assistance to NBCFDC.

1. Name of tendering Manpower Service Provider:

2. The successful bidder tendered shall ensure that each person deployed in the National Backward Classes Finance & Development Corporation get the amount indicated below and the bidder may quote their service charges, on the monthly remuneration as quoted below in column no. 3 which they will claim for providing the services of the required manpower:

S. No	Category	Consolidated monthly amount (inclusive of EPF,ESIC, Pension contribution etc.)	Rate of service charges to be quoted by the bidders for providing the manpower
(1)	(2)	(3)	(4)
1.	Data Entry Operator (Graduates)	Minimum wages as fixed by Delhi Government from time to time.	
2.	Steno (Graduates)	-do-	
3.	Unskilled /Housekeeping/Labour	-do-	

Signature of authorized person

Date:

Name:

Place:

Seal:

Notes:

1. The consolidated amount of wages shall be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract and as per the Minimum wages as fixed by Delhi Govt. from time to time.
2. The selection criteria shall be the Rate of service charges to be quoted by the bidders for providing the manpower.
3. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
4. The Firms shall be paid minimum wages plus service charges as quoted by them in column no. 3 and 4 above. No other amount of any kind shall be paid in addition.

TERMS AND CONDITIONS

General

1. The contract shall commence from **01.11.2015** and shall continue till 31.03.2017 unless it is curtailed or terminated by the **NBCFDC** owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of the **NBCFDC**.
2. The contract shall automatically expire on 31.03.2017 unless extended further by mutual consent of contracting agency and the **NBCFDC**.
3. The contract may be extended, on the same terms and conditions or with some additions/deletions/ modifications, for a further specific period mutually agreed upon by the successful service provider and **NBCFDC**.
4. The contracting Service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of the **NBCFDC**.
5. The **NBCFDC**, at present, has requirement of 05 unskilled (housekeeping staff), 02 Data Entry Operators/ Steno etc, on urgent basis. The requirement of the **NBCFDC** may further increase or decrease marginally, during the period of initial contract also and the tender would have to provide additional manpower services, if required on the same terms and conditions.
6. The tender will be bound by the details furnished by it to the **NBCFDC** while submitting the tender or at subsequent stage. In case, any of such details/documents furnished are found to be false at any stage, it would be deemed to be a breach of terms of contract making the tender liable for legal action besides termination of contract.
7. The **NBCFDC** reserves right to terminate the contract during any time after giving a 30 days' notice to the contracting agency.
8. The persons deployed shall be required to report for work at 0830 hours for housekeeping staff and 9.00 hrs for Data Entry Operator to the In-charge of respective Section/Division of **NBCFDC** and would leave after 8 hours of duty. In case, the person deployed is absent on a particular day or comes late/leaves early on three occasions, proportionate deduction for one day will be made.
9. The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the **NBCFDC** so that optimal services of the persons deployed by the agency could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the **NBCFDC** shall be that of the service provider and the **NBCFDC** will in no way be liable.
11. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the **NBCFDC**. **The persons deployed by the service provider in the NBCFDC shall not have any claims whatsoever like employer and employee relationship against National Backward Classes Finance & Development Corporation.**

12. The service provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The **NBCFDC** shall, in no way, be responsible for settlement of such issues whatsoever.
13. The **NBCFDC** shall not be responsible for any financial loss or any injury to any person deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees of the **NBCFDC** during the currency or after expiry of the contract.
15. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service provider shall not be entitled to and will have no claim for any absorption in the regular/ otherwise capacity in the **NBCFDC**.
16. The persons so engaged on contract through the agency will have no right what so ever to have regular employment in **NBCFDC**.

LEGAL

17. The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for penal action under IPC, Cr. P.C. or any other relevant provision besides, action for breach of contract.
18. The service provider will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the **NBCFDC**. The **NBCFDC** shall have no liability in this regard.
19. The service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to **NBCFDC** to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
20. The Tax Deduction at Source (T.D.S) shall be done as per the provisions of Income Tax Act/Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by the **NBCFDC**.
21. The service provider shall maintain all statutory registers under the Law. The agency shall produce the same, on demand, to the concerned authority of the **NBCFDC** or any other authority under Law.
22. In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the **NBCFDC** is put to any loss/obligation, monetary or otherwise, the Corporation will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms.

FINANCIAL

23. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs. 10,000/- (Rupees Ten thousand only) in the form of Demand Draft /Pay Order drawn in favour of NBCFDC **failing which the tender shall be rejected out rightly.**
24. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage)/Financial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful tender shall be adjusted towards the Performance Security Deposit. **Further, if the agency fails to deploy the required manpower against the initial requirement within 7 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
25. The successful tender will have to deposit a performance security amount of Rs. 1,00,000/- (Rupees one lakh only) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the NBCFDC covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tender.
26. In case of breach of any terms and conditions the Performance Security Deposit of the agency will be liable to be forfeited by the **NBCFDC** besides annulment of the contract.
27. The agency shall raise the bill, in duplicate, along with attendance sheet (duly verified by Assistant Manager (P&A), NBCFDC in respect of the persons deployed and submit the same to NBCFDC in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
28. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. 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 **NBCFDC**.
29. If there is any delay by the agency, in providing a suitable substitute for the absentee Housekeeping (unskilled) / Data Entry Operator/Steno etc, for a period beyond three working days, the agency shall be liable to pay penalty at the rate of Rs. 100/- per day for each absentee, which shall be deducted from the monthly bills of the service provider in the following month.
30. The Competent Authority, NBCFDC reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
31. If the parties fail to resolve their dispute or difference by mutual consultation within twenty-one days of its occurrence, then either the service provider or the **NBCFDC** may give notice to the other party of its intention to commence arbitration, in the manner hereinafter provided and the arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. The dispute or difference arising between the service provider and **NBCFDC** relating to any matter arising out of or connected with the Contract, shall be referred to the sole arbitrator to be appointed by the MD, NBCFDC. The award of the arbitrator will be final and binding on the parties to contract.
