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No. 9(3)/2010 – S&D - Part
Government of India
Ministry of MSME
Office of the Development Commissioner (MSME)
Statistics & Data Bank Division

First Floor, Room No. 108, AGCR Building,
ITO, New Delhi 110002.
18th February, 2011.

TENDER NOTICE

1. Sealed tenders are invited under **Two Bid System** i.e. (**Part-I Technical Bid and Part-II Financial Bid**) from reputed, experienced and financially sound Manpower Agency to provide manpower to O/o DC (MSME) Headquarters at Delhi. The contract will be initially for a period of 3 months which may be extended further depending upon the manpower requirement and administrative convenience of O/o DC (MSME). The quantum of requirement of manpower may increase or decrease during the period of contract and is likely to commence from 15.03.2011
2. **The tender document can be downloaded from the website of O/o DC (MSME) i.e. <http://www.dcmsme.gov.in>.**
3. The interested Agency may put the tender document complete in all respects along with **Earnest Money Deposit (EMD) of Rs. 25,000** (Rupees Twenty five Thousand only) refundable without interest, in the form of demand draft / Pay Order drawn in favour of Pay and Accounts Officer, MSME, New Delhi up to **1500 hours on 7th March, 2011** in the room of **Deputy Director, S&D Division, O/o DC (MSME), First Floor, Room No. 108, E-Wing, AGCR Building, ITO, New Delhi-110002**. The tenders will not be accepted beyond the stipulated date and time under any circumstances what so ever.
4. **The Technical bid shall be opened on the same day at 1530 hours** in the room of Deputy Director, S&D Division, O/o DC (MSME), First Floor, Room No. 108, E-Wing, AGCR Building, ITO, New Delhi-110002 in the presence of the representative of firms who wish to be present. At the first instance the technical bids shall be analyzed by a technical committee constituted for the purpose. At the second stage financial bids of only technically acceptable offers shall be opened at later date. The scheduled time and venue for opening the financial bids will be communicated to only those firms/agencies whose technical bids are found in order.
5. The O/o DC (MSME) reserves the right to cancel the tender at any time or amend / withdraw any of the terms and conditions contained in the Tender Document without assigning any reason, thereof.

(C. H. Honey)
Deputy Director
Telephone: 23702346

A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The O/o DC (MSME), an attached office of the M/o MSME, New Delhi, requires the services of reputed well established and financially sound Manpower Company/Firm/ Agency (hereinafter referred to as Agency) to provide manpower services for its Headquarters at Delhi.
2. The contract will be initially for a period of 3 months and is planned to commence from 15.03.2011, which may be extended further depending upon the manpower requirement and administrative convenience of O/o DC (MSME). The O/o DC (MSME), however, reserves right to terminate/curtail the contract at any time after giving one week's notice to the selected service-providing Agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc.
3. The O/o DC (MSME) has initial requirement for manpower as detailed in Section C "**Technical REQUIREMENTS FOR MANPOWER TO BE DEPLOYED**" which may increase or decrease depending upon the requirement during the contract period.
4. The various crucial dates relating to "**Tender for Providing Manpower to O/O DC (MSME)**" are cited as under:

(a) Date of issue of Tender Document:	18 th February 2011
(b) Last date and time for submission of Tender Document:	Up to 15.00 hours on 7 th March 2011
(c) Last date for receiving written queries For clarification on the bid document:	Within 5 days of placement of Tender document on the website.
(d) Release of responses to clarification* :	3 days from the date of receipt of clarification.
(e) Pre bid meeting:	25th February, 2011
(e) Date and time for opening of :	
(i) Technical Bid :	At 15.30 hours on 7 th March, 2011
(ii) Financial Bid :	At later stage

(*As the responses as mentioned in 5(d) will be released on e-mail, bidders are required to provide the necessary information for communication)

5. The tender shall be accepted under **Two Bid System**. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower to O/o DC (MSME)**" and "**Financial Bid for Providing Manpower to O/o DC (MSME)**". Both sealed envelopes should be

kept in a third bigger sealed envelope super scribing **“Tender for Providing Manpower to O/o DC (MSME)”**.

6. The tendering Agency are required to enclose duly attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further
 - (a) Copy of PAN card of the Agency
 - (b) Copy of the IT return filed for the last three financial years by the Agencies
 - (c) Copy of the Service Tax registration certificate;
 - (d) Copies of contracts awarded by the Central Government/State Government/PSUs/ Bank/reputed private firms during last five years.
 - (e) Certified copy of bank A/c for the last three years issued by the bank
 - (f) Copy of the Turnover statement of last three years duly certified by Chartered Accountant.
7. **Conditional bids shall not be considered and will be out rightly rejected in very first instance.**
8. All entries in the tender form should be legible and filled 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 attested by the person authorized to sign the tender bids.
9. It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.
10. Each page of the tender should be signed by the tenderer or by his authorized signatories with seal of the agency.
11. The Technical bid shall be opened on 7th March, 2011 at 1530 Hrs., in the room of Deputy Director, S&D Division, O/o DC (MSME), First Floor, Room No. 108, E-Wing, AGCR Building, ITO, New Delhi-110002, in the presence of the representatives of the Agency, if any, who wish to be present at the time of opening the tender.
12. The Financial Bid of only those tenderers will be opened whose Technical bid are found in order. The Financial bid shall be opened at later stage. The scheduled time and venue etc. will be communicated to only those firms whose technical bids are found in order.

14. The O/o DC (MSME) reserves the right to cancel all bids without assigning any reason.

15. **Scope of Work**

Manpower Category	Work Profile
SUPERVISOR	Data Cleaning, Processing and generation of tables. Preparation of reports and overall database management. Supervise the work of Skilled and Unskilled workers.
SKILLED WORKER	Data entry/Scrutiny of the filled in schedules. Linking of the image files with the database and error correction including any other work etc.
UNSKILLED WORKER	Bundling/unbundling of the schedules, operate photocopier and Fax machines. Diary, Receipt and Dispatch of Dak including any other work etc.

B. TECHNICAL QUALIFICATION CRITERIA:

1. The tendering manpower Agency must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid described in detail in Section D & E:

- (a) The Registered Office or the Branch Office of the manpower Agency should be located either in Delhi/New Delhi or in any of the Satellite Towns of Delhi.
- (b) The Manpower Agency must have a minimum of 3 years experience in supplying manpower to reputed private companies/Public Sector Companies/Banks /Central and State Government Departments. Details of contracts relating to supplying of manpower to Central Government/State Governments/ PSUs/Bank/reputed private firms in last three years along with attested copies of the supply order shall be enclosed.
- (c) The Agency should have its own Bank Account. Certified copy of the account for the last three years issued by the Bank shall be enclosed.
- (d) The Agency should have a PAN number. The Agency should have its own Bank Account. Certified copy of the account for the last three years issued by the Bank shall be enclosed.
- (e) The Agency should be registered with Service Tax departments. Certified copy of the registration shall be attached with the Bid document.

- (f) The firm must be registered under Company Act and attested copy of the registration certificate shall be enclosed.
- (G) The firm must have experience to handle the similar type of scope of work and work order copy may be enclosed for reference.

2. TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

The category of personnel required, qualifications and work experience required for personnel, the age of the personnel and the maximum number of personnel required are as indicated below. The minimum approved rate to be paid on monthly basis to each of the personnel, which is mandatorily required to be paid to the Agency at approved rates of Govt. of Delhi/NIC/NICSI. This is the initial requirement the number may vary as per exigency.

Manpower Category	Age	Qualification & Work Experience	No. of Persons
SUPERVISOR	25-50 Yrs.	Post Graduate in Economics/ Statistics/ IT/ Computer Science with five years' experience in reputed organization engaged in data collection, cleaning, processing and preparations of reports, database Management. Good knowledge of computer (MS Office, Word, Excel, MS-Access, Power Point including other related software) Good communication skill (oral as well as in written). OR Graduate with 10 years' of work experience in reputed organization engaged in data collection, cleaning, processing and preparations of reports. Good knowledge of computer (MS Office, Word, Excel, Power Point, MS-Access) Good communication skill (oral as well as in written)	5
SKILLED WORKER	20-40 Yrs.	Graduate in any discipline from a recognized college or 12th Pass with Proficiency in Typing, Good knowledge of computer (MS Office, Word, Excel and Power Point, MS-Access, Power Point including other related software) Two years experience in a reputed organization.	20
UNSKILLED WORKER	18-40 Yrs.	Matriculation, One year experience in operating Photocopier, fax machine, binding equipment, running messenger services (involving dairy, receipt and dispatch of DAK) in any reputed organization.	5

C. PROFORMA FOR FINANCIAL BID

O/O DC (MSME) has worked out and fixed the rate for personnel to be deployed against the various positions, which the Agency is required to be paid on a monthly basis to each of the personnel deployed in O/O DC (MSME) during the contract period. The Agency is required to submit a price bid in the following format only.

Description			
Category	Monthly Charge#	Outsourcing management rate* inclusive of all taxes	Rate in rupees per month per person**
Supervisor			
Skilled Worker			
Unskilled Worker			
Total Cost			

The candidate would be subject to a screening test by a committee constituted for the purpose.

* The agency is required to quote outsourcing management rate which represents administrative/management charges/overheads/other costs/. The amount should include all applicable taxes that are required to be paid by the agency.

** The amount should be a fixed flat rate per personnel per month irrespective of the position in which the personnel shall be deployed.

Evaluation of the financial bid will be on the basis of total cost basis.

@ Payment of the charge will be on monthly basis after submitting the requisite bank guarantee as per terms and condition of the tender.

Note: The Financial bid will be out rightly rejected if the rates quoted by the bidder are less than the approved rates of Govt. of Delhi/NIC/NICSI.

Authorized Signatory _____

Name _____

Date

Designation _____

Signature of authorized person

Date:

Full Name:

Place:

Seal:

D. CHECK LIST

For Supply of Manpower by a Private Manpower Service Agency

S#	Name of the document	YES/NO	Page Nos		Remarks
			from	to	
1.	EMD(Rs.25000/=)				
2.	The copy of the registration certificate of the office of the firm				
3.	The document related to 3 years experience in the desired field				
4.	Certified copy of the account for the last three years issued by the Bank				
5.	Certified copy of the PAN number				
6.	Certified copy of the registration with Service Tax department				
7.	Certified copy of the registration with Company Act				
8.	Certified copy of the similar type of scope of work undertaken and work order copy				
9.	Any other points				

E. OTHER TERMS AND CONDITIONS

General

1. The contract will be initially for a period of 3 months and is likely to commence from 15.03.2011 which may be extended for a further period depending upon the manpower requirement and administrative convenience of O/o DC (MSME). The O/o DC (MSME), however, reserves right to terminate/curtail the contract at any time after giving one week's notice to the selected service providing Agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc.
2. The contracting agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of the O/o DC (MSME).
3. The O/o DC (MSME), at present, has requirement of manpower as described in detail in Section C. The requirement of the O/o DC (MSME) is only indicative and may further increase or decrease during the period of contract depending upon the exigency of work.
4. The tenderer will be bound by the details furnished by him / her to the O/o DC (MSME) 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 for legal action besides termination of contract.
5. The O/o DC (MSME) reserves right to terminate the contract during the period also after giving a week's notice to the contracting agency without assigning any reason.

Liabilities, Control etc. of the persons deployed

6. The contracting Agency shall ensure that the individual manpower deployed in the O/o DC (MSME) conforms to the technical specifications of age, educational and skill qualifications prescribed at Section C of the Tender Document.
7. The O/o DC (MSME) is a Central Government office and has five working days (i.e. Monday to Friday) in a week from 900 hrs to 1730 hrs with a lunch break of ½ hour from 1300 hrs to 1330 hrs. Besides this, the O/o DC (MSME) also observes the Gazetted holidays notified by the Government of India from time to time. The personnel, however, may have to attend the office on weekends and holidays, for which they will be compensated as per standard rules and norms of the Government of India.

8. The contracting agency shall furnish the following documents in respect of the individual manpower that will be deployed by it in the O/o DC (MSME) before the commencement of work:

- a. List of persons deployed;
- b. Bio-data of the persons along with the certificates in respect of educational/professional qualifications etc.
- c. Attested copy of matriculation certificate containing date of birth;
- d. Certificate of verification of antecedents of persons by local police authority.
- e. Detailed proof of identity like driving license, bank account details, proof of residence and recent photograph of the personnel deployed by the agency in O/o DC (MSME).

9. The Agency shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.

10. The Agency shall provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

11. The contracting Agency shall be responsible for proper conduct of his personnel in O/o DC (MSME) office premises. In case of any damage/ loss/theft etc. to the property of O/o DC (MSME) which is caused by the personnel deployed by the agency, the agency will either be liable to make good the loss on the basis of the value of the property as determined by O/o DC (MSME) or the same could be recovered from the performance guarantee/ monthly payments due to the Agency.

12. The Agency's personnel working should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the successful Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the successful Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the O/o DC (MSME).

13. The contracting agency shall replace immediately any of its personnel who are found unacceptable to the O/o DC (MSME) because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the O/o DC (MSME). The delay in providing a substitute beyond five working days would attract a penalty @ Rs.100 per day on the service providing agency.

14. The personnel deputed to O/o DC (MSME) shall not be changed by the agency in any circumstances unless there is a specific request for so from O/o DC (MSME) in writing.

15. The agency shall nominate a coordinator who would be responsible for immediate interaction with the O/o DC (MSME) so that optimal services of the persons deployed by the agency could be availed without any disruption.

16. The contracting agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @ Rs.100 per day on the service providing agency.

17. It will be the responsibility of the contracting agency to meet transportation, food, medical and any other requirements in respect of the persons deployed in the O/o DC (MSME) and the O/o DC (MSME) will have no liabilities in this regard.

18. For all intents and purposes, the contracting agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the O/o DC (MSME). The persons deployed by the agency in the O/o DC (MSME) shall not have claims any Master and Servant relationship against O/o DC (MSME).

19. The contracting agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The O/o DC (MSME) shall, in no way, be responsible for settlement of such issues whatsoever.

20. The O/o DC (MSME) shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

21. The persons deployed by the contracting agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the O/o DC (MSME) during the currency or after expiry of the contract.

22. In case of termination of this contract on its expiry or otherwise, the persons deployed by the contracting agency shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the O/o DC (MSME).

Legal

23. The contracting agency 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 O/o DC (MSME).

24. The contracting agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to O/o DC (MSME) to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the contracting agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the O/o DC (MSME) is put to any loss/obligation, monetary or otherwise, the O/o DC (MSME) will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

25. The contracting agency shall maintain all statutory registers under the Law. The agency shall produce the same, on demand, to the concerned authority of the O/o DC (MSME) or any other authority under Law.

26. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by the O/o DC (MSME).

DECLARATION

1. I, _____ Son/Daughter/Wife of Shri _____ Proprietor/Director/authorized signatory of the Agency 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 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:

Full Name:

Place:

Seal: