

TENDER DOCUMENT

FOR

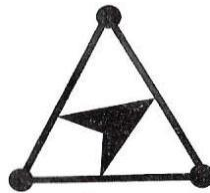
PROVIDING MANPOWER SERVICES IN TIFAC

Important Dates

Last Date for submission of tender document	18.07.2022
Opening of technical bid	20.07.2022

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 this regard.
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
5th Floor, AI Block, Technology Bhavan
New Mehrauli Road, 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 of Electrician-cum Plumber in TIFAC through outsourcing for a period of one year, which is extendable to further one more 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: (i) Technical/ Prequalification bid and 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, 5th Floor, AI Block, Technology Bhavan, New Mehrauli Road, New Delhi – 110016

(ii) on or before the last date / time (as mentioned on the cover page of this document).
3. The bidders should submit two separate sealed envelopes, superscribing the envelopes as "Technical Bid", "Financial Bid". Both the envelopes have to be put within one envelope superscribed as "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. Financial bid will not be opened for those firms who do not qualify technically.
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 lead to 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** of this tender document.
10. Contractors / Companies / Service Provider Agency / Firms should note that monthly payment will be done in accordance with the rates quoted in **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 (Not less than 4%) as a percentage of the total monthly manpower charges (including Employer share of ESI, EPF, etc.) in **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 amount as employer's contribution should be deposited with the respective PF authorities within seven days of closure 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 in 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 noticed in respect to any work done by the Contractor or otherwise, it shall be recovered by TIFAC from the Contractor. In case of any underpayment by TIFAC, the amount would be paid by TIFAC to the Contractor.
16. 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.
17. 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 **SCHEDULE-II**. In case of non-compliance, TIFAC will have the right to reject such bids as non- responsive.
18. In the event of default payment with 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, 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.
19. 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. 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.
20. Any Change in deployed staff by the Contractor should be intimated promptly to the designated official of TIFAC.

21. 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.
22. The staff provided should maintain required secrecy and discipline in the premises of TIFAC.
23. 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.
24. The contractor will have to submit the proof of complying with EPF/ESIC etc. for each Contractual staff every month. These ECR should have clear mention of deployed staff along with matching payment receipt Challan.
25. The Contractor can be requested to submit GST and other compliances proof as and when desired.
26. 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 amount forfeit the security.
27. 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.
28. The agreement can be terminated with two months 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.
29. The Contractor or its workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
30. 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.
31. 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.
32. Contractor will be liable to pay the wages to the personnel engaged at TIFAC, by 7th of every month though 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 as prescribed by the Government.
33. 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.

34. 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.
35. No interest on security deposit and earnest money deposit shall be paid by the TIFAC to the bidder.
36. Successful bidder will have to enter into a detailed contract agreement with TIFAC on non-judicial stamp paper of Rs.100/- (Rupees One Hundred only).
37. 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.
38. Misconduct/Sexual Harassment: TIFAC has strong policy 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.6000/- (Rupees six thousand only) must be deposited in favour of TIFAC payable at New Delhi. Earnest Money shall be forfeited, if the successful bidder refuses or neglects to execute the contract.
2. The agencies/organizations/companies registered with the Department of Micro Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization (CPO) are exempted to submit EMD/ Bid Security subject to submission of copy of MSME/CPO Registration Certificate. In place of EMD/ Bid Security, agencies/organizations/companies need to submit a Declaration in Proforma attached as Annexure 1 (A) duly signed and sealed along copy of MSME/CPO Registration Certificate with Technical bid, failing which tender document will not be considered. However, in case of final selection of such bidder as the L1, it will have to submit Performance Security Deposit of Rs. One lakh.

Performance Security Deposit of 3% of the total value of contract in the form of an Account Payee Demand Draft/Fixed Deposit Receipt (FDR) from a commercial bank and hypothecated in favour of TIFAC and valid for 60 days beyond the expiry of period of contract. In case of extension of contract, validity of the performance security deposit will have to get extended accordingly.

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 (2018-19, 2019-20 & 2020-21) with annual turnover of at least Rs.10 Lakhs (Rupees Ten Lakhs only) should be produced along with the technical bid.
3. Self-certified photocopies of GST certificate, ESIC Registration, Employee Provident Fund Registration are to be provided.
4. 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.
5. 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.
6. 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.
7. 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).
8. Information regarding the proceedings for bankruptcy, insolvency or winding up, if any, in which the bidder was involved.

Information required for Para No. 7 to 9 has to be mentioned very categorically unless Nil.

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 (stealing, drinking, smoking, chewing of gutka etc. and other unlawful act, etc) / misbehaviour with any TIFAC employees 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 will be taken by TIFAC.
- 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 would be made by 7th of each month through RTGS/NEFT and copies of such RTGS/NEFT challans (monthly-wages paid to deployed workers) would be attached with bills due for payment in succeeding months.
 2. Proof of payment towards ESIC/ EPF details with specific mention of deployed staff at TIFAC, would be 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 quotations which are substantively responsive and properly signed, fulfil 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 who are technically 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 function in TIFAC has been decided to be outsourced through service provider agencies:

(Electrician-cum- Plumber)

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 work 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.	Indicative Description of Position	Indicative requirement of manpower (No.)	Qualification	Experience
1	Electrician-cum-Plumber	1	ITI/Proficiency certificate in Electrical Trade	Min. 10 years

NOTES:

1. Name & number of positions / natures 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, two sets of complete uniform for the deployed manpower Electrician-cum-Plumber 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 In-charge (F&A)
Technology Information, Forecasting & Assessment Council (TIFAC)
5th Floor, AI Block, Technology Bhavan
New Mehrauli Road, 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. 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 of 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.6000/ (Rupees Six Thousand only) drawn in favour of TIFAC and payable at New Delhi, is enclosed towards the Earnest money required.

OR

I/We are exempted for payment of EMD/bid security. DECLARATION /UNDERTAKING as per Annex I (A) along with copy of registration of MSME/ CPO registration certificate is/ are attached.

Yours faithfully

(Signature of Authorized Signatory and Seal)

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

SI 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.	GST Registration No (enclose copy)	
8.	PAN Number	
9.	ESIC Registration	
10.	EPF Registration	
11.	List of manpower on roll as on date	
12.	Information about Litigations	
13.	Information about works abandoned	
14.	Information about Bankruptcy etc.	
15.	Authorization / Power of Attorney in favour of the Signatory	
16.	Earnest Money Deposit details DD. No. Date & Amount If exempted whether submitted Undertaking as per Annexure-I and copy of MSME/CPO Registration Certificate	
17.	Any other relevant information / document	

DECLARATION /UNDERTAKING

It is hereby declared that our company/ firm is registered with Department of Micro, Small and Medium Enterprises (MSME) or registered with Central Purchase Organization (CPO) and exempted for submission of Bid security/Earnest money. In case we withdraw or modify our bids during the period of validity or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Place:

Name &Address

Date

Signature & 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 In-charge (F&A)
Technology Information, Forecasting & Assessment Council (TIFAC)
5th Floor, AI Block, Technology Bhavan
New Mehrauli Road, 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 deposited by contractor with ESIC and billed to TIFAC)	EPF Contribution (Employer's share that will be deposited by contractor with EPFO and billed to TIFAC)	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)
Column No.	1	2	3	4	5	6
Electrician-cum-Plumber						

Yours faithfully

(Signature of Authorized Signatory and Seal)