

F.No.20005/33/2016-NSDA
National Skill Development Agency
Government of India

Kaushal Bhawan,
B-2, Pusa Road,
Metro Pillar No. 95,
New Delhi- 110005
Date: 18th Jan, 2016.

Subject: Tender Notice Inviting e-Tenders/Bids for Manpower Services in National Skill Development Agency (NSDA) - reg.

1. Bids are invited in two bid system (Technical and Financial Bid separately) from duly registered Manpower Service Providers / Organizations (Bidder) based in Delhi/NCR for providing manpower services to the NSDA in the following categories.
 - a. Office Assistants : 02 nos.
 - b. Assistants (Accounts) : 01 nos.
 - c. Data Entry Operators : 02 nos.
 - d. Driver : 02 nos.
 - e. MTS : 03 nos.

(The actual requirement of manpower may vary from time to time)
2. The offers, in the prescribed format shall be submitted online at <http://eprocure.gov.in> within 21 days from the date of publication of this advertisement. **No tender will be accepted by hard copy, fax or e mail or any other such means.**
3. Detailed tender documents are available on website: www.nsd.gov.in and <http://eprocure.gov.in>.
4. **Terms and Conditions of the tender are given in Annexure-1.**
5. The e-tender bids (Technical and Financial) should be submitted in two separate covers as detailed below:
 - Cover 1-** Containing Technical Bid as per Annexure 3A and 3B and copy of acknowledgement as proof of submission of Demand Draft towards EMD.
 - Cover 2** – Containing the Financial Bid, as prescribed in Annexure 4 showing rates, financial terms and conditions etc.
6. Financial bids of only those firms will be opened, who are short listed on the basis of the Technical Bid.
7. **Last date for submitting bids : 15 Feb, 2016 by 01.30 P.M.**
8. **Opening of bids : 15 Feb, 2016 at 04.00 P.M.**
9. NSDA reserves the right to cancel the entire tendering process at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the Tender documents without assigning any reason thereof. No inquiry, after submission of quotation, shall be entertained. In case of withdrawal of any bid before finalization of the instant tendering process, the EMD of the concerned bidder will stand forfeited.
10. Bid shall be valid for 180 days from the date of opening of bid.
11. List of annexure along with the instant tender notice:
 - ✓ Terms and Conditions - Annexure 1
 - ✓ Scope of services - Annexure 2
 - ✓ Technical Bid (Performa)- Annexure 3A and 3B
 - ✓ Financial Bid (Performa)- Annexure 4

Director General
NSDA

TERMS AND CONDITIONS

- 1 The registered office or branch office of the bidder should be located in Delhi/New Delhi/NCR region, as per Contract Labour Act 1970. The bidder is required to submit the proof of its office address along with telephone number as per details to be provided in Annexure 3A.
- 2 Bids received after the specified date and time will not be accepted. The EMD of the unsuccessful bidders will be refunded only after the finalization of the due tendering process. No interest will be payable on the earnest money.
- 3 In case Bidder withdraws from the bid process after opening of the Technical Bid, his EMD will be forfeited.
- 4 Bidder must have at least three years experience in the relevant field having sufficient manpower resources on their pay roll.
- 5 Bidder should have annual turnover of over Rs 1 crore (Rupees one crore only) in each of the previous three financial years (2012-2013,2013-14 and 2014-15)
- 6 **The Scope of Services is as per Annexure 2.**
- 7 Bidders shall be responsible for ensuring compliance of all statutory regulations, including Labour laws, minimum wages act, ESI, EPF etc and relevant legislations or acts in respect of the workers deployed for providing the services to NSDA. The bidder shall indemnify NSDA against all claims, damages, or compensation under all such statutes, including the Payment of Wages Act, 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen Compensation Act, 1923, Industrial Disputes Act 1947, Maternity Benefit Act, 1961, Delhi Shops and Establishment Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time.
- 8 There should be no legal suit/ criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by the any Government organization.
- 9 The manpower deployed in each category shall have at least adequate experience in the job role for which (s) he is being deployed.
- 10 The salary/wages will be provided as per the detail given in the prescribed format in Annexure-4.
- 11 The manpower deployed by the successful bidder shall be employees of the service provider and it shall be the duty of the service provider to pay their salary/wages in time i.e. before 7th day of the month immediately succeeding the month to which the salary/wages pertain.
- 12 The service provider shall make timely payment of salary/wages to the manpower deployed with NSDA, and any complaint of non-payment of wages to the personnel will be seriously viewed as violation of agreement by the contracting agency.
- 13 There shall be no employer-employee relationship between the manpower deployed by the successful bidder and NSDA, and the persons deployed under this contract shall not have any right in NSDA for regularization and/or absorption in any position or post.
- 14 The contract would be awarded for a period of 12 months initially and may be extended further for another year, subject to satisfactory services being provided during the initial period of contract. The annually increment of salary/wages will be granted @ 3% as admissible.
- 15 Bidder shall also furnish **EMD of Rs. 50,000/-(Rs. Fifty Thousand only) in the form of Bank draft drawn in favour of National Skill Development Agency payable at**

- New Delhi** and submit physically to this office.
- 16 The rates and prices quoted should be in Indian Rupee only.
- 17 The successful bidder shall comply with all the terms and conditions given in the tender.
- 18 The Bidder shall, inter-alia, furnish technical information complete in all respects (along with all the supporting documents) as per Annexure-3A and 3B and financial Bid as per Annexure 4
- 19 The persons deployed by the selected bidder shall have to perform the given duties in the office of National Skill Development Agency and also at any other location where the NSDA is required to function.
- 20 **The bidder shall submit following documents with Technical Bid:**
- a. **Copy of EPF Registration Certificate**
 - b. **Copy of ESIC Registration Certificate**
 - c. **Copy of Service Tax Registration Certificate**
 - d. **Copy of PAN/TAN number**
 - e. **Certificate to the effect that the firm is not blacklisted**
 - f. **Copies of Experience certificate/work order for the last three years**
 - g. **EMD in form of Demand draft in favor of National Skill Development Agency payable at New Delhi**
- 21 A copy of this tender document duly signed on each page by the authorized representative of the bidder as a token of having accepted all the terms and conditions laid down herein.
- 22 The successful Bidder will have to submit **performance Security equivalent to 10% of the amount payable by NSDA in one year** under the terms of the bid by way of Bank Guarantee that shall be valid for three months over and above the period of contract. In case the contract period is extended the Bank Guarantee will have to be renewed to cover further period up to three months over and above the extended period of contract.
- 23 The successful Bidder will have to enter into an agreement with the NSDA and shall abide by the said agreement.
- 24 Bids shall remain valid for 180 days after the date of bid opening prescribed by the NSDA. A bid valid for a shorter period will be rejected by NSDA as non-responsive.
- 25 The bidder shall upload the bids in two parts. One will contain Technical Bid (Annexures 3A and 3B) along with scanned copy of bank draft for EMD and the other shall contain the Financial Bid (Annexure 4).
- 26 All papers submitted in the bid documents should be signed and attested by the duly authorized person as proof of the valid document for bid. In the absence of document duly attested by the bidder, NSDA may consider the document as invalid.
- 27 **The Technical Bids shall be opened by the Tender Evaluation Committee (TEC) on the scheduled date and time (at 4 pm on 15 Feb, 2016) in NSDA office at Kaushal Bhawan, B-2, Pusa Road, Metro Pillar No. 95, Karol Bagh in the presence of the Bidders or their authorized representative along with proof of authorization, if any, who wish to be present at the time of opening the tender.**
- 28 Financial Bids shall be opened for technically qualified Bidders by the TEC in the presence of Bidders or their representatives.
- 29 **The last date of submission of complete bids on the e-procurement site is 1.30 pm on 15 Feb, 2016.**
- 30 NSDA reserves the right to cancel the entire tendering process at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the Tender documents without assigning any reason thereof.

- 31 Successful bidder shall have to commence the services within 7 days of the signing of the agreement. On failure by the successful bidder to do so, the contract shall be terminated.
- 32 All persons deployed by the Successful bidder for each of the category shall have requisite competencies to perform the services satisfactorily.
- 33 If any of manpower deployed by the successful bidder is not performing in a manner that NSDA considers satisfactory, NSDA shall be at liberty to make such deductions, as it considers fair, and/or to require the bidder to provide a suitable replacement.
- 34 Non-satisfactory service during the period of contract may lead to forfeiture of performance security deposit and cancellation of contract.
- 35 Payment to the selected service provider will be made on monthly basis on submission of bill.
- 36 The selected service provider shall pay the salary to the deployed personnel latest by 7th of every month by cheque or ECS or as may be instructed by NSDA from time to time. If the salary is not released to all deployed personnel on or before 7th of every month an amount of Rs.200/- per person per day shall be charged as penalty.
- 37 The selected bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- 38 Decision of DG, NSDA shall be final and binding on the bidder's at any stage of tendering process.
- 39 In the event that any document furnished by the successful bidder is found to be false, it would be deemed to be a breach of terms of contract making it liable for legal action, forfeiture of performance guarantee and termination of contract.
- 40 Prior to commencement of the work, the Successful bidder shall furnish a list of at least four candidates for each position for which it is providing the manpower, supported by the following documents in respect of each person:
 - a. Curriculum-Vitae incorporating all necessary information, including the photograph, date of birth, marital status, address, educational and professional qualifications, experience, Aadhar Card (in the event of Aadhar not being available, any other card of proof of identification issued by the Government of India/GNCT) etc.
 - b. Letter of undertaking as per Annexure 3C from the selected candidates that she/he agrees that they have no right for any employment/absorption in NSDA.
 - c. Certificate of Verification of antecedents of persons by local police authority.
 - d. Certificate of medical fitness issued by a Government or reputed private hospital.
- 41 It shall be the responsibility of the successful bidder to ensure that the manpower deployed shall adhere to the rules and regulations of NSDA functioning, and shall maintain confidentiality as regards to any NSDA matter that comes to their knowledge by virtue of having been deployed in the NSDA by the successful bidder.
- 42 The service provider's personnel deployed at NSDA should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.
- 43 The NSDA offices are open from 9.00 AM to 5.30 PM on all working days (Mondays to Fridays) and there is a 30 minutes lunch break in between. However, in exigencies of work, the manpower may be required to sit late and the personnel may be called on Saturday, Sunday and other Gazetted Holidays, if required.
- 44 In case NSDA requires additional manpower of the specified categories for shorter durations, the service provider shall provide such additional manpower on the same terms and conditions.
- 45 If for any reason, the service provider wishes to withdraw any of the persons who have been deployed with NSDA, at least one month's written notice shall be provided by the

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service provider. A suitable replacement, acceptable to NSDA, shall also be provided by the service provider so that there is sufficient overlap between the outgoing and incoming personnel to ensure seamless functioning of NSDA. NSDA shall be paying for the services of only one person during the period of such overlap.

- 46 The service provider shall be responsible for ensuring that the manpower provided by it exercise due care and caution as regards to the property of NSDA, including the office equipment, vehicles etc. In the event of any damage to NSDA property, outside the normal wear and tear on account of normal prudent use of such equipment, NSDA reserves the right to deduct the cost of replacement/repair of such equipment from amounts payable to the service provider.
- 47 NSDA will maintain an attendance register in respect of the personnel deployed by the agency on the basis of which salary/wages will be decided in respect of the staff at the approved rates. The service provider shall obtain a duly certified copy of this attendance register every month and a copy of the same shall be attached to the bill raised for that month.
- 48 The Bidder shall raise the bill, in duplicate, along with the attendance sheet, and proof of having deposited all the statutory dues of the concerned manpower till the end of the previous month to the NSDA or any such nominated person in NSDA, and acknowledgement obtained. The concerned authority will process the bills and payment will be made on monthly basis. Amounts payable to the service provider will be released after verification of documents and deduction of taxes at source as applicable.
- 49 In the event of the service provider failing to comply with any statutory/ taxation liability leading to any claim being made on NSDA, or any other obligation, monetary or otherwise, arising, NSDA shall deduct such amount from the outstanding bills of the service provider, or from the Performance Security Deposit.
- 50 In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the service provider will be liable to be forfeited by NSDA besides annulment of the contract.
- 51 All disputes or difference whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of "The Arbitration and Conciliation Act, 1996" and award made in pursuance thereof shall be binding on the parties.
- 52 The Courts at New Delhi will have exclusive jurisdiction for any issue/dispute arising out of or in connection with this contract.
- 53 No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the quotation. Quotation must be unconditional.

Additional terms and conditions for drivers to be deployed by service provider to NSDA shall include:

1. The Driver must not be below age of 25 years having a valid driving license with three years of experience.
2. In case of absence of duty, the selected bidder shall provide substitute of the driver immediately, the same day without any gap
3. Punctuality, cleanliness and personal hygiene of the driver is mandatory and he shall keep the vehicle clean by regular dusting and washing. No helper will be provided for any work.
4. Driver should wear proper uniform/dress with name plate & have valid mobile number
5. Driver may have to ply the vehicle in NCR and outstation as per the instructions of the person authorized for the purpose.
6. Selected Bidder shall not replace the drivers without consent of NSDA.

7. Bidders must ensure that the drivers deployed should be well behaved and well conversant with the traffic rules/regulations and road/route in Delhi and surrounding, localities.
8. In exigency of work driver may be required to sit late hours and may be called on Sunday and gazetted holiday in that case driver may be paid extra wages by the service provider on the basis of the certificate provided by the office as per rates approved.

Annexure 2

SCOPE OF SERVICES

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

A. Office Assistants (2):

1. All sorts of dictation/typing work usually carried out by using Computer with knowledge of MS Office/Excel or any other suitable software in English/Hindi, maintenance of files of documents and other relevant works as and when required by the different sections/divisions of NSDA.
2. Movement and maintenance of files, papers, within the office, outside NSDA Office including Central Ministries and other places.
3. Purchase of petty items from the market and keeping account of the same.
4. Operation of various office equipment like photocopier, fax, telephone, printer, EPABX etc.
5. Dispatch and receipt of files, letters etc. to and from NSDA including various state/central govt. offices/PSU.
6. Any other work assigned by NSDA in connection with smooth functioning of the office/accounts.
7. Preference will be given who may be well conversant with office/accounts work.

B. Assistant Accounts (1)

1. Familiarity with and ability to effectively use MS-Office or any other suitable software, maintenance of files/documents and other relevant works as and when required by the different sections/divisions of NSDA.
2. Movement and maintenance of files, papers, within the office, outside NSDA Office including Central Ministries and other places.
3. Maintaining the accounts of the NSDA.
4. Preparation of Bills and sanction orders.
5. Preparation of accounts and maintenance of stocks in Tally software .
6. Reconciliation of expenditure/revenue figures with bank account statement
7. Tax returns for NSDA.
8. Budget related work.
9. Any other work assigned by NSDA in connection with smooth functioning of the office/accounts.

C. Data Entry Operator(2)

1. All sort of typing work usually carried out by using Computer with knowledge of MS Office/Excel or any other suitable software in English/ Hindi, maintenance of files of documents and other relevant works as and when required by the different sections/divisions of NSDA.
2. Typing speed minimum 30 WPM in English or 25 WPM in Hindi.
3. Movement and maintenance of files, papers, within the office, outside NSDA Office including Central Ministries and other places.
4. Operation of various office equipment like photocopier, fax, telephone, printer, EPABX etc.
5. Dispatch and receipt of files, letters etc. to and from NSDA including various state/central govt. offices/PSU.
6. Any other work assigned by the NSDA from time to time.

D. Driver (2)

1. Driving the NSDA vehicles (for which valid driver's license as required by law would be necessary)
2. Cost effective and timely maintenance, repairs and upkeep of the NSDA vehicles
3. Submission of bills relating to vehicle including fuel bills, repair and maintenance bills
4. Maintenance of Log book and repair book
5. He must have knowledge of all routes of Delhi/New Delhi

E. MTS (03)

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

Annexure 3A

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

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

Name of Bidding Firm (Service Provider):

Sl.No	Particulars	To be filled in by the Bidder	Indicate page number for easy reference
1	Name of the Bidder		
2	Date of establishment. (Attach a copy of Registration certificate)		
3	Detailed office address of the Bidder with office telephone number, Fax number and Mobile number and the name of the contact person(s)		
4.	Name of person authorized to sign the tender and bid documents. (Please attach a copy of the authority letter signed by the Company Secretary/Director/Owner).		
5	Bank Account Details: a. Bank's Name b. Branch location c. Account number d. IFSC Code		
6	PF Registration Number (Copies of all certificate of registration to be enclosed.)		
7	ESI Registration Number (Copies of all certificate of registration to be enclosed.)		
8	PAN Number (Copy to be enclosed)		

9	TAN Number (copy to be enclosed)				
10	Service Tax Registration Number (Copy to be enclosed)				
11	Labour License (copy of registration certificate issued by Labour Commissioner to be enclosed.)				
12	Affidavit stating that the agency is / has not been black listed by Centre/ State Government/ PSU etc.(Copy to be attached)				
13	Work Experience details of the bidder (Attach proof of work experience) (Add separate sheet if required)	Sr no	Details of client along with address & contact no	Amount of contract	Duration from /to
		1			
		2			
		3			
		4			
		5			
		6			
13	Details of Annual Turnover for 2012-13, 2013-14 and 2014-15 (Copy of statement of audited accounts to be attached)	Annual turnover (in Rs.)			
		2012-13	2013-14	2014-15	
14	Income Tax Return (ITR) details (Copy of ITR for last 3 years to be attached)				
15	Details of EMD Bank draft: 1. Bank Draft No 2. Date. 3. Amount				

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

Annexure 3B

UNDERTAKING BY THE BIDDER

DECLARATION

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

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

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

Signature of authorized person along with
Seal and designation

Date:

Full Name:

Place:

Seal

**N.B.: The above declaration, duly signed and sealed by the authorized signatory of
the company, should be enclosed with Technical tender**

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Annexure 3C

UNDERTAKING BY THE MANPOWER DEPLOYED WITH NSDA

DECLARATION

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

- that I am an employee of _____ (Service Provider's name) for the past _____ years;
- that I have been deployed with National Skill Development Agency (NSDA) by the _____ (service provider's name)
- that I have no employer- employee relationship with NSDA, and any such rights that I have are vis-à-vis _____ (service provider's name)
- I shall have no right of regularization/absorption/continuation in NSDA and shall not make any claim whatsoever for the same.

Date:

(Signature of Manpower)
Full Name:

Place:

Verified/Attested by Service provider with Seal

Annexure 4

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

1. NAME OF THE BIDDER :
(along with address, telephone number and email address)
2. Rates for the manpower services for each category is mentioned as below in tabular format:

S. No	Component of Rate	Assistant Accounts	Office Assistant	Data Entry operator	Driver	MTS
1.	Monthly rate (per person) (Fixed)	22000.00	22000.00	20000.00	18000.00	15000.00
2.	*Administrative/ Service charges					
3.	Employees Provident Fund/ESI (as per government norms)					
4.	Service Tax (as applicable)					
5.	Total (column 1 to 4)					
6.	Total Amount (in words)					
7.	Overtime Charges per hour for Driver only				75.00	

**Overwriting in amount quoted shall lead to rejection of the bid*
L1 will be determined on the basis of S.No.2 above

Place:

Date:

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