



**National Handloom Development Corporation Limited
(A Government of India Undertaking)**

Corporate office:
Wegmans Business Park, tower 1, Plot No. 3,
Sector Knowledge Park – 3, Surajpur Kasna road,
Greater Noida – 201 306

TENDER DOCUMENT

FOR

SUPPLY OF MANPOWER ON CONTRACT BASIS

Last date for the Submission is 22/04/2019 at 1500 Hrs

CRITICAL DATE SHEET

S. No.	Particulars	Details
1	Name of the job	Manpower supply
2	Date of Issue of Tender Document	09/04/2019
3	Last Date and time for submission of Tender	22/04/2019 at 3.00
5	Date and time for opening of Technical and financial Bids	23/04/2019 at 03.00 PM & 5.00 PM at National handloom development Corporation Ltd, Greater Noida
8	Tender Fee	Rs. 500/-
9	Period of contract	One years (Extendable for similar period based on requirements & performance of contractor)

INTRODUCTION

National Handloom Development Corporation Limited (NHDC) was set up in February 1983 as a Public Sector Undertaking by the Government of India as an autonomous body under the Companies Act 1956 in pursuance of the imperative need for a National Level Agency to assist the speedy development of the Handloom Sector by coordinating all action covering the procurement and supply of inputs at reasonable prices augmenting the marketing efforts of State upgrading the technology in the Handloom Sector & improving productivity.

OBJECTIVE

NHDC invite proposals for the Hiring of Firms/Agency/service provider interested in providing Manpower services on contract basis.

SCOPE OF WORK AND GENERAL INSTRUCTION

1. National Handloom Development Corporation Ltd (NHDC) intends to engage a reputed, well established and financially sound Manpower Supply Agency, registered with appropriate authorities for providing manpower to perform jobs assigned to outsourced staff.
2. This Institute has requirement of approximately 30 staff. However, the number of staff may increase/decrease based on requirements.
3. The contract is likely to commence from 01-05-2019 and would continue for a period of 01 years. The period of the contract may be extended for similar period after the successful / satisfactory completion of initial contract and based on the manpower requirement at that time. The contract may also be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Firm /Agency. This office, however, reserves right to terminate the contract without assigning any reason thereof at any time after giving one-month notice to the selected service providing Firm/ Agency.
4. NHDC may select any of the willing agency (ies), in case, the agency with lowest rate at any stage after award of contract fails to start the work or does not perform successfully / satisfactorily after starting the work.
5. The Service Provider should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.
6. Previous experience and satisfactory performance of similar works done for any Government's department/ Statutory Bodies / PSUs/ Autonomous Educational Institutions like IITs, IISERs, IISc, IIMs, NIFTs, NISERs, etc for last 03 years. (A list of such organizations being served and a certificate of satisfactory performance from the concerned organizations will be provided). The reputation/track record of the bidder will also be verified by NHDC.
7. Conditional bids shall not be considered and will be rejected out rightly at the very first instance. The bids should be clear regarding the profit margin and other allied charges.
8. Non-compliance with any of the above conditions by the Service Provider will amount to non-eligibility for the service for which tender has been floated and its tender will be summarily rejected.
9. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. The authorized signatory in ink shall sign all the pages of the bid with rubber stamp of the Service Provider.

10. The envelope containing Technical and Financial Bids shall be opened as per the critical date Sheet.
11. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened in the presence of short listed contractors or their authorized representatives.
12. All the pages of the tender should be numbered and signed by the owner or authorized signatory of the firm. In case the Authorized signatory signs the tenders, a copy of the power of attorney may be enclosed along with tender.
13. The competent authority of NHDC reserves the right to annul any or all bids without assigning any reason.
14. The successful bidder shall be liable for providing following within 2 months
 - a. List of outsourced staff with photograph, present & permanent address
 - b. Police Verification Report
 - e. Character certificate
 - f. ID cards of staff
 - g. ESI cards
 - h. Undertaking from staff for not claiming any benefit/job from NHDC
 - i. Maintenance of statutory registers under various labour laws,
 - j. Deployment of one coordinator in NHDC at contractor's cost
 - k. Undertaking from outsourced staff
 - l. Any other things as required by NHDC from time to time for the smooth and successful execution of contract, etc.
15. The bidder shall quote the Technical & Financial Bids as per the format enclosed

TECHNICAL SPECIFICATIONS

1. The Service Provider should fulfill the following technical specifications:

- (a) The Bidder should be either a Proprietary firm, Partnership firm, Limited Company or a corporate body legally constituted.
- (b) The Service Provider should have at least 03 years' experience in providing trained manpower to Government Departments, Public Sector Companies, Government Autonomous organizations or reputed private companies. The Service Provider should have executed a minimum of **two** such contracts during last 03 years.
- (c) The firm should have annual turnover of Rs. 50 lakh during last 02 consecutive years as per the audited statement of accounts.
- (e) There should be no case pending with the police against the Proprietor/ Firm/Partner or the Company as a whole (Service Provider) and the Service Provider shall not have been blacklisted by any Government Departments, Public Sector Companies, Banks and Government Autonomous organizations or private companies. An affidavit in this regard shall be submitted.
- (f) The Service Provider should be duly registered with the relevant authorities for PAN, GST, EPF, ESI, Labour License, etc.
- (g) The Service Provider should have its own Bank Account.
- (h) All terms & conditions of tender are acceptable to agency/firm.

(i) The interested Service Provider shall submit the tender document, complete in all aspects, along with Tender fee of Rs. 500 in the form of Demand Draft (DD)/NEFT payable at National Handloom development Corporation Ltd, greater Noida. The Demand Draft and other requisite documents latest by April 22, 2019 at 3.00 PM.

2. The tendering Service Provider is required to enclose 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) PAN

(b) Registration number and Certificate of Agency/Firm Incorporation

(c) GST Registration No

(d) E.P.F. Registration No

(e) E.S.I. Registration No

(f) A certificate stating that service provider has not defaulted from the payment of statutory dues like EPF/ESI/ GST and Income Tax etc.

(g) Financial worthiness and competence to be substantiated through Income Tax Returns/ PAN/EPF Registration/Audited Annual Report.

(h) Audited Balance Sheet and Profit & Loss A/c. for the last 02 years along with audit report.

(i) Affidavit stating that the Service Provider is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/ PSUs /Private Sector at any point of time.

(j) The agency/firm should have in business of manpower supply from last 03 years and have served reputed government as well private organizations.

(k) List of similar assignments and number of manpower provided to Central Government Departments/ State Government/ Statutory bodies/ Autonomous bodies/ PSUs /Private Sector during the last 03 years by the Service Provider (Attach attested copy) and a certificate of satisfactory performance from the concerned department of Central/ State Government/ Statutory bodies/ PSU/ Private Sector.

(l) Firm(s) registered with NSIC/MSME will be exempted from Tender fee submission. However, firm would be required to submit documentary evidence/ certificate to claim exemption.

GENERALS TERMS AND CONDITIONS

1. **Payment Terms:** The standard terms of payment are within 30 days from the date of submission of bills in triplicate along with work completion certificate certified by the competent authority in NHDC. The contractor shall raise the bill only after releasing the salary of Contract staff and thereafter reimbursement shall be made. The payment shall be made on conclusion of the calendar month only based on duties performed by each person during the month and payments made to staff towards their salaries, PF, ESI and other statutory obligations.

2. **Payment of salary by Service Provider:** The Service Provider shall ensure that the salary to the persons so employed is made by 7th day of the succeeding month through ONLY bank transfer.

3. The Employee Provident Fund (EPF) and Employee State Insurance (ESI) contribution in respect of all employees shall be reimbursable basis on production of challan/receipt copy along with the monthly bill.

4. The salaries of all outsourced staff have been linked to Central Wage Rates, protecting their current salary. If there is any upward, revision in the minimum wages during the contract period occurred, contractor shall make the payments accordingly, and NHDC will reimburse the differential amount towards minimum pay revision of workers time to time.

6. **Income Tax:** The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Service Provider by NHDC.
7. **Termination of the Contract:** In case of any material violation of any of the terms and conditions by the Service Provider, the NHDC reserves its right to unilaterally terminate the contract. In case of any dispute, the decision of the Competent Authority in the NHDC will be final and binding.
8. **Statutory obligations:** The Service Provider is required to deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract. If the Service Provider fails to provide license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall automatically stand terminated and earnest money/ performance security deposited by the service provider will stand forfeited unless condoned by NHDC. The Institute shall be at liberty to recover losses, if any, from the Service Provider.
9. The Service Provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and Institute shall not be a party to any dispute arising out of such deployment by the contractor.
10. **Security Considerations:** The persons deployed by the Agency should not have any Police record/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Any person deployed by the service provider should not indulge in act of misconduct or otherwise or later if any. Service will be ceased with immediate effect, if any employee deployed by the service provider found in such activities.
11. **Place of Duty, Working Hours and Punctuality:** National Handloom Development Corporation Ltd, Greater Noida. The personnel so deployed shall have to report for duty at the above place or any new location. No extra liability on this account will be borne by NHDC.
12. The working hours of the Institute will be from 09.00 a.m. to 6.00 p.m. The personnel deployed shall work from 09.00 A.M. to 06.00 P.M. on all working days (Including 1-hour lunch break).
13. The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
14. If need arises, the outsource staff shall have to sit late or come early or attend the Office even on Sunday/Gazetted Holidays (as per work requirements).
15. The responsibility of statutory/compulsory deductions like EPF/Income Tax/GST etc. will be of the service provider. The Institute shall make no extra payment.
16. The Service Provider will provide to the NHDC a list of all personnel so deployed with their permanent and present address along with their latest photographs and Aadhar copies.
17. The copies of appointment letter issued to the personnel deployed in Institute shall be provided to the NHDC.
18. The Service Provider shall provide pay slip duly indicating details of pay of all concerned deduction thereon should be given to each employee while disbursement of pay.
19. The Service Provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The NHDC shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.

20. It shall be responsibility of the Service Provider to issue the employment card/ photo identity card to the workers as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Service Provider will ensure that all its employees invariably wear ID card during office hours.

21. The Service Provider shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the Institute.

22. The Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.

23. The Service Provider shall be responsible for any damages done to the property of the Institute by the personnel so employed. NHDC will be free to recover it from the security deposit given by Service Provider or from any other dues.

24. The Service Provider's personnel working in the NHDC should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Institute. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

25. The Service Provider shall ensure proper conduct of his persons in the office premises.

26. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/secret nature.

27. The Service Provider's personnel shall not have any right to claim any Benefit/ compensation/ absorption/regularization of services with the NHDC under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.

28. The Service Provider shall be contactable at all times and message sent by email/ Fax/ Special Messenger from the Institute to the Service Provider shall be acknowledged immediately on receipt on the same day.

29. The Agency shall provide three (3) sets of Very Good quality uniform with a pair of shoes with Photo Identity Cards to its personnel deployed at NHDC at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition and their loss should be reported immediately.

30. The Service Provider shall depute one coordinator, who would be responsible for immediate interaction with the NHDC so that optimal services of the persons deployed by the Service Provider could be availed without any disruption. He/she will be responsible to maintain Leave Record/ Service Record/ Wages/Overtime payments and other registers and works as required under various labour laws.

31. The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the NHDC.

32. **Arbitration:** Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration Act, 1940, where NHDC or his/her nominee will be the Sole Arbitrator.

33. The dispute between the parties shall be resolved through Arbitration by Arbitrator appointed by Managing Director, NHDC within the jurisdiction of greater Noida

34. NHDC reserves right to terminate the contract at any point of time by serving 01 months notice to the Service Provider.

35. Essentially, the Service Provider shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the NHDC. The persons deployed by the Service Provider at NHDC shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against National Handloom Development Corporation Ltd (NHDC).

36. The person deployed by the Service Provider shall not have any claim or entitled to pay, benefits and other facilities during the currency or after the expiry of the contract.

37. In case of the termination of the contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to any claim for absorption or for any relaxation. The person deployed by Service Provider shall be the employees of the Service Provider for all purposes.

FRAUD AND CORRUPT PRACTICES

38. The tenderer applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.

39. Notwithstanding anything to the contrary contained herein, NHDC may reject a tender without being liable in any manner whatsoever to the tenderer, if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

40. Without prejudice to the rights of the NHDC under clause mentioned hereinabove, if, a tenderer is found by the NHDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such tenderer shall not be eligible to participate in any tender floated by NHDC.

LEGAL

41. The Service Provider shall 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 NHDC. The Service Provider shall furnish a certificate in each month that all statutory requirements have been fulfilled along with the bills for payment.

42. In case the NHDC is being made party to any litigation by the employee of the manpower agency for any reason whatsoever, the manpower agency shall bear/ indemnify any cost incurred by the NHDC.

43. The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to NHDC to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

44. The Service provider shall maintain all statutory Registers under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of NHDC or any other authority under law.

45. In case, the tendering Service Provider fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the NHDC is put to any loss, obligation, monetary or otherwise, the NHDC 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.

46. The Service Provider will keep this office informed about any amendment in the concerned law/rules from time to time.

PENALTY

47. The Service Provider shall be responsible for the compliance of all kinds of Statutory Liabilities i.e. Payment of Minimum Wage, PF, ESI, IT, GST, etc.

If it is found that Service Provider has violated any above liabilities, strict action shall be taken against them and monthly penalty of Rs. 1, 00,000/- shall be charged.

FINANCIAL

48. The Outsourced manpower to be hired shall be paid at least at the rate of minimum wages per month as per Central Minimum Wage Rates plus obligatory payments towards EPF/ESI/ GST etc., as applicable.

49. The successful tenderers will have to deposit a Performance Security @ 10% (Ten percent) of contract value, within 15 days of the receipt of the formal order/signing of agreement. The performance security will be furnished in the form of the Account Payee Demand Draft drawn in favour of '**National Handloom development corporation ltd, Greater Noida**'.

50. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited by the NHDC besides annulment of the contract.

51. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the NHDC's officer in respect of personnel deployed in the NHDC in the first week of the succeeding month.

52. The claims in bills regarding wages paid to the outsource manpower deployed, Employees State Insurance, Provident Fund, and GST etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced manpower) pertaining to the concerned month's bill. A requisite amount/portion of the bill/whole of the bill shall be held until the proof is furnished, at the discretion of the NHDC.

53. Any dispute or difference regarding the interpretation of the provisions of this agreement shall be resolved amicably between the parties. If the dispute is not resolved amicably, either party may refer the dispute or difference to the Director, National Handloom Development Corporation Ltd (NHDC) for arbitration, whose decision shall be final and binding on the parties.

54. NHDC reserves the right to withdraw/ relax any of the terms and conditions mentioned above to overcome the problem encountered by the contracting parties.

EVALUATION CRITERIA

55. The evaluation committee will be constituted by the NHDC to evaluate the Technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Technical Proposal.

56. Financial bids will remain unopened for those Agencies, which fail to meet the minimum technical criteria. Financial bids of those Service Providers qualifying the technical criteria shall only be opened. Thereafter the total prices read aloud and recorded.

REJECTION OF TENDERS

NHDC at his sole discretion shall reserve the right to reject or cancel any or all tenders in any of the cases as mentioned hereunder:

(a) If the firm has failed to deposit Tender Document Fee

(b) If the tender is not duly signed, or not found proper or complete to the satisfaction of NHDC in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).

(c) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.

(d) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.

(e) If the Price Bid has been submitted in OPEN ENVELOPE.

SUBMISSION OF TENDER

a. The sealed tender completed in all respect shall be submitted by hand or by Speed Post/ Courier on following address:

National Handloom Development Corporation Ltd (NHDC)
4th Floor, Wegmans Business Park,
Knowledge Park - 3,
Surajpur Kasna Road
Greater Noida - 201306, India

b. The envelope containing tender documents in two parts (Technical Bid and Price Bid) should be super scribed 'Tender for Manpower Supply-2019 - 20'

c. Technical bid and Price Bid should be kept in two separate sealed envelopes super scribing 'Technical Bid for Manpower Supply-2019 - 20' and 'Financial Bid for Manpower Supply-2019 - 20'

TECHNICAL BID FORM
(For Manpower Supply Services-2019-20)

S. No.	Particulars	Details to be filled in by the Agency/Firm
1	Name of the Firm	
2	Registration No of the Firm	(Attach copy)
3	Date of incorporation of the Firm. State whether it is Partnership/ Proprietorship Firm	(Attach copy)
4	Registered Office of the firm/agency with Phone/Mobile No and e-mail id	
5	Name of contact person with Phone/ Mobile No and e-mail id	
6	PAN of the Firm/Agency (Attach copy)	(Attach copy)
7	Goods & Service Tax (GST) Registration No	(Attach Copy)
8	Whether the Agency is an IT Assessee and have filed its income tax returns for the last three assessment years- YES/ NO	(Attach copy of IT Returns)
9	EPF Registration Number (Attach copy)	(Attach copy)
10	ESI Registration Number (Attach copy)	(Attach copy)
11	Whether the Firm has minimum 03 years experience in providing Manpower supply services to reputed organizations/ institutions (Yes/No)	(Attach copy of experience/order/proof etc)
12	Banker of Service Provider with full address (Attach certified copy of statement of bank A/C for the last six months duly attested by the bankers')	
13	Financial Turnover of last 02 years	2016-17:- 2017-18:-

FINANCIAL BID FORM
(For Manpower Supply Services-2019-20)

All Contractual Staff will be paid as per the Statutory Minimum wages

S. No.	Particulars	Price
1	a. Employee PF Contribution	12%
	b. Administrative charges on PF	1%
2	Others Charges (EPF, ESI etc) Employee ESI Contribution	4.75%
3	Contractor's Profit Margin	

NOTE:

1. Bidders are requested to quote only Contractor's Profit Margin