

TENDER NOTICE

**For providing Man Power Services to Department of Food,Public
Distribution and Consumer Affairs (FPD&CA)**

(Weights and Measures Division)

Letter no . pra-5 kha.map awam taul stha. 7/2016-449, Dated :- 02/11/17

Issued By:

Department of Food, Public Distribution and Consumer Affairs
Government of Jharkhand
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SECTION-I

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. FPDCA is presently located at 4th Floor, Project Bhawan, Durba, Ranchi, Pin Code- 834004, Jharkhand and requires the services of reputed, well established and financially sound Manpower Service Providers to provide/deploy the man power services purely on contractual basis.
2. The contract for providing the aforesaid manpower is likely for one year from the date of signing on contract. The period of the contract may be further extended beyond the original term, provided the requirement of the FPDCA for such manpower persists at that time. The contract may be curtailed/terminated before the contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the FPDCA requirements etc. as may be specified in the contract to be signed between the parties. FPDCA, however, reserves the right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider.
3. This FPDCA has initial requirement purely on a temporary basis of Driver (6 No.s) to be posted at Head Quarter and/or any of the 6 District Offices in Jharkhand. The requirements may increase/decrease.
4. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousands Only) and other requisite documents as specified below at FPDCA 's office located at 4th Floor, Project Bhawan, Durba, Ranchi, Pin Code- 834004 , Ranchi, Pin Code- 834004, Jharkhand on or before 06/10/2017 15:30 hours.

5. The various crucial dates relating to “**Tender for Providing Manpower Services to the FPDCA**” are cited as under

(a)	Date of Issue	02.11.2017
(b)	Last Date and time for submission of Tender Document	15.30 Hrs 20.11.2017
(d)	Opening of Bids	16.30rs 20.11.2017

6. FPDCA reserves the right to change any date/time mentioned in the schedule above under intimation to all concerned.
7. The Tender has been invited under single bid system i.e. Technical Bid and Financial bid. The Interested agencies are advised to submit two separate sealed envelopes super-scribing “Technical Bid for providing Manpower Services to FPDCA” and “Financial Bid for providing Manpower Services to FPDCA” Both sealed envelopes must be kept in a sealed envelope super-scribing “Tender Document for providing Manpower Services at FPDCA”.
8. The Earnest Money Deposit (EMD) of Rs.10,000/- (Rs. Ten Thousands Only), refundable (without interest), should be necessarily accompanied with the price Bid of the service provider in the form of Demand Draft drawn in favour of Secretary FPDCA payable at Ranchi, **failing which the tender shall be rejected summarily**. In the event, the successful bidder fails to sign the agreement with FPDCA for provision of services as sought in the tender, subsequent to its bid being accepted, the EMD is liable to forfeited.
9. The bid of the bidders who submit their bid in the proper format and with the required EMD will be evaluated. The bidders who are eligible based on the eligibility criteria will only be evaluated as per the criteria mentioned in the Section-II. Consequently the bids of non-conforming parties shall not be evaluated and is liable to be summarily rejected. Hence only bidders who satisfy eligibility conditions are requested to apply
10. The successful bidder who is awarded the contract shall be required to deposit a Performance **Security Deposit Rs. 1,00,000/- (Rupees One Lakh)** only in the form of Bank Guarantee from any Scheduled

11. Commercial Bank drawn in favour of Food, Public Distribution and Consumer Affairs covering the period of contract and 180 days beyond the contract period. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended/renewed by the successful manpower service provider. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder.
12. Any incomplete bids or conditional bids or bids with wrong information shall not be considered and is liable to be summarily rejected in very first instance without any recourse to the bidder.
13. The price bids shall be opened on the scheduled time and date (At 1630 hrs on 06/10/17) in FPDCA Office located at, 4th Floor, Project Bhawan, Durba, Ranchi, Pin Code- 834004, Jharkhand, in the presence of the representatives of the Manpower Service Providers
14. The price Bid of only those bidders will be opened whose bids have been found eligible as per the criteria mentioned in the Section II. All eligibility conditions have to be satisfied on the date of submission of bid and not later.
15. The Secretary of FPDCA reserves the right to annul all bids or discontinue this tender process, at any time prior to signing of the contract without assigning any reason otherwise.
16. This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the Manpower Service Provider described herein.
17. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Manpower Service Provider or be the basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information on the Manpower Service Provider. While this document has been prepared in good faith, neither FPDCA, nor any of their officers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by FPDCA and any of their officers or Subscribers even if any loss or damage is caused by any act or omission on the part of FPDCA or any of their officers or subscribers, whether negligent or otherwise.
18. This document constitutes no form of commitment on the part of the FPDCA. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Manpower Service Provider selection process.
19. When any proposal is submitted pursuant to this RFP, it shall be presumed by FPDCA that the bidder has fully ascertained and ensured about its eligibility to render service as a Manpower Service Provider, in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory prohibition or impediment to acting as such Manpower Service Provider and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.
20. FPDCA reserves the right to vary/alter/amend the eligibility criteria for the Manpower Service Provider at any time, in its discretion, before the last date of submission of proposals.
21. The Service providers shall comply with and abide by such directions that FPDCA may issue from time to time.
22. The proposal shall be valid for a period of three months from the date of opening of proposals. A proposal valid for a shorter period may be rejected as non-responsive.

23. Once the FPDCAnotifies the successful bidder that its proposal has been accepted, FPDCA shall enter into separate agreement/contract with the successful bidder and the terms and conditions of provisions of service, etc. shall be specified therein.
24. Any dispute relating to the terms of agreement between Manpower Service Provider and FPDCAshall be subject to the exclusive jurisdiction of courts at Ranchi

SECTION-II

MINIMUM ELIGIBILITY CRITERIA FOR MANPOWER SERVICE PROVIDER

The FPDCA has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the proposal.

Sl No	Criteria	Supporting Document
1.	The Registered Office or one of the Branch Offices should be located in Jharkhand	Self Attested copy of Telephone bill/Electricity Bill/Registered Lease Deed supporting the address.
2.	The firm should be registered with the Registrar of Company or appropriate registration authority under partnership act and should be in existence for not less than three years	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act.
3	Income/Revenue* from Recruitment (Man Power Services) of the firm should not be less than Rs. 20 Lakh. *Revenue from other business will not be considered	Copies of audited balance sheet/CA Certificate should be attached for the last three financial years- 2014-15,2015-16,2016-17 Attested copy of the 3 years IT return filed by agency
4	Should have served for minimum of 3 No. of clients as Man Power Service Provider out of which minimum 1 No. of clients should be of Govt/PSUs.	Certified documents in support of past contracts with Govt /PSUs
5	They should have at least three years' experience in providing Manpower Services to Government Departments, Private Companies, Public Sector Companies/ Banks, etc;	Certified documents in support of past contracts with Govt /PSU/ Other reputed companies for Man Power Services confirming year and area of activity.
6	They should have their own Bank Account;	Certified extracts of the Bank Account containing transactions during last three years of the bidder in relation to manpower services.
7	They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	Attested copy of the Employee Provident Fund registration letter / certificate. Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Attested copy of the Employee State Insurance registration letter / certificate.
8	The agency or any of its partners/directors etc should not have been black listed / debarred by any Government Agency or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc by any court or any authority appointed to enforce any labour laws or regulations	Self-Declaration in the format prescribed

SECTION-III
REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER

1. He /She should be above 21 years of age;
2. The approximate present requirement and the minimum eligibility criteria under different categories for the personnel to be deployed will be as under:-

Sl No	Name of the Post	No. of Manpower	Qualification (Academic & Professional)
1.	Driver	6	10+2 having working experience as Driver Personnel for 3 Years and Driving Licence for HMTV Should be well conversed with transport regulation and have General knowledge of vehicle repairing and posses good health.

These manpower shall be deployed in the Head Office at Ranchi and/or any of the 6 District Offices of FPDCA. They will work under the direction and supervision of Controller of Legal Metrology, Jharkhand, Ranchi and Concern Head of the office. If the manpower provided by the agency is found unsuitable for the work, the Manpower Service Provider shall give replacement of manpower within 15 days.

3. Remuneration

The Manpower Service Provider shall pay monthly remuneration of Rs. 8824.08/- per month per Driver on production of Absentee Certificate from FPDCA.

SECTION-IV

TERMS AND CONDITIONS

A. GENERAL

1. The contract shall be for this financial year from the date of signing of contract unless, it is curtailed or terminated by FPDCA earlier owing to reasons of deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or for any other reason or Non-compliance with any relevant labour laws or change in requirements of the FPDCA or for any other reasons as stipulated in the contract to be entered into with successful bidder.
2. The contract shall automatically expire on end of financial year from the date of signing contract, unless extended further by the mutual consent of contracting agency and FPDCA.
3. The contract may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the successful service provider and FPDCA
4. The contracting Service provider 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 FPDCA
5. FPDCA, at present, has requirement of **six no.of Driver** . The requirement of the FPDCA may further increase or decrease marginally, during the period of initial contract also and the tenderer/bidder would have to provide additional manpower services, if required on the same terms and conditions.
6. The bidder will be bound by the details furnished by him/ her to FPDCA 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.
7. FPDCA reserves right to terminate the contract during initial period also after giving a one month's notice to the selected Manpower Service Provider.
8. The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the FPDCA so that optimal services of the persons deployed by the agency could be availed without any disruption.

FINANCIAL

1. The Bid should be accompanied with an Earnest Money Deposit(EMD) of Rs. 10,000/-(Rupees Ten Thousands Only) in the form of Demand Draft / Pay Order drawn in favour of Secretary Food,public Distribution & Cosumar Affairs **failing which the tender shall be rejected summarily**. The EMD amount will be refunded, without interest, to the unsuccessful bidders.
2. The Earnest Money Deposit in respect of the agencies which do not satisfy the conditions mentioned in the tender shall be returned to them without any interest. However, the EMD in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. Further, if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
3. In case of breach of any terms and conditions as specified in the contract and signed between the parties, the Performance Security Deposit of the Man Power Service Providers will be liable to be forfeited by the FPDCA besides, annulment of the contract and other legal remedies if any may be pursued against by the agency.

4. The Man Power Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by in respect of the persons deployed and submit the same to FPDCA by 5th of the succeeding month and make the payment through NEFT/Bank Transfer only, latest by 8th the succeeding month.
5. The Manpower Service Provider will be responsible for making the payment directly to the supplied manpower; since there may be delay in releasing payment by FPDCA to the Manpower Service Provider due to contingencies, payment of wages to the supplied manpower by service provider should not be linked with receiving of payment from FPDCA.
6. The successful bidder who is awarded the contract by FPDCA will retain all the documentary proof/papers deposited to the respective statutory bodies/Government departments, i.e., Employees State Insurance, Provident Fund and Service Tax. All such documents/papers will be necessarily submitted within seven days by the Man Power Service Provider as and when they are requisitioned by FPDCS, failing which compensation of Rs.100/- per day shall be deducted from the monthly bill of the service provider. Selected bidders shall pay minimum wage to deployed manpower and other statutory benefit to manpower.
7. The FPDCA reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.
8. Any delay or forbearance on the part of FPDCA or any waiver of its rights or condonation of any acts, on the part of FPDCA shall not be construed as a waiver of the obligations of the agency and it shall continue to be liable for all such acts or defaults.

CRITERIA FOR EVALUATION OF BIDS:

1. The evaluation of the price bid will be considered of only those bidders who meet the eligibility criteria as mentioned in the Section II of tender document and provide documentary proof of the same.
2. FPDCA may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time, may entail cancellation of the bid of such bidder.
3. Bids are evaluated on the basis of lowest cost

SECTION-V

BIDDER DETAILS FORM

For Providing Manpower Services to FPDCA

Sl No	Description	Information
1.	Name of Tendering Manpower Service Provider	
2.	Date of Incorporation of Company, (Attach ROC Registration certificate, Partnership Deed or any other relevant legal document);	
3.	Details of Earnest Money Deposit	DD No. _____ date _____ of Rs. 10,000/- drawn on Bank
4.	Name of Director/ Partner	
5.	Full Address of Registered Office: Telephone No. : FAX No. : E-Mail Address :	
6.	Full address of Operating Branch/Office in Ranchi : Telephone No. : FAX No. : E-Mail Address :	
7.	Banker of the Manpower Service Provider(Attach certified copy of statement of A/c for the last Three years)	
8.	PAN No./GIR No. : (Attach attested copy)	
9.	Service Tax Registration No (.in respect of Manpower Services) (Attach attested copy)	
10.	Employee Provident Fund Registration No (Attach attested copy)	
11.	Employee State Insurance Registration No.: (Attach attested copy)	

12. Income/Revenue from Recruitment (Man Power Services) of the tendering **Manpower Service Provider** for the last 3 Financial Years duly certified by a Chartered Accounting Personnel: (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (in Lakhs)	Remarks, if any
2014-15		
2015-16		
2016-17		

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

Sl. No	Name of the Client, Address and telephone No.	Manpower Service Provided		Amount of Contract (Rs. In Lakhs)	Duration of Contract	
		Type of Manpower Provided	No.		From	To

14. Submit experience certificate from at least three clients to whom service has been provided by tendering

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

Signature of authorized person

Date:

Name:

Place:

Seal:

SECTION-VI

PRICE BID FORMAT

The Secretary

Food ,Public Distribution and Consumer affairs(FPDCA)
4nd Floor, Project Bhawan, Durba, Ranchi, Pin Code- 834004, Jharkhand

Dear Sir/Madam,

Ref: Tender for Selection of Man Power Service Provider to FPDCA

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Man Power Service Provider.

To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender or any such adjustments as may subsequently be mutually agreed between us and FPDCA or its appointed representatives.

If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a scheduled commercial bank in India as acceptable to FPDCA.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the contract to be signed with FPDCA for provision of Manpower services.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the FPDCA is true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead FPDCA as to any material fact."

It is hereby confirmed that I/we are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of

(Signature)

(In the capacity of)

Duly authorized to sign the bid response for and behalf of: (Name and Address of Company) (Seal/Stamp of bidder)

Witness Signature:

Witness Name:

Witness Address:

PRICE BID

1. Name of tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day excluding ½ hour lunch)inclusive of all statutory liabilities, taxes, levies, cess etc and service charges, if any

SI No	Designation	No. of Person required	I			
			Wages per person (Rs.)	Service Charge	Service Tax	Total
1.	Driver	6	8824.08			
	Total Value					