

TENDER DOCUMENT FOR PROVIDING PLACEMENT SERVICES
IN THE OFFICE OF THE DOEACC SOCIETY

Last date for receiving quotations:

02-09-2011 at 1200 Hrs.

Date for opening of Technical Bids

02-09-2011 at 1430 Hrs.

I BACKGROUND

DOEACC Society, an autonomous Scientific Society of Department of Information Technology, Ministry of Communications and Information Technology, Govt. of India, mandated with carrying out HR development and related activities in the area of information, electronics and communications technologies, is implementing DOEACC Scheme, which has been launched jointly by AICTE and Department of Information Technology [Formerly, Department of Electronics] with a view to utilize the resources available with the Computer Training Institutions in the non-formal sector to provide quality education and training in the area of IT. The scheme consists of courses at four levels, namely, 'O' level - Foundation equivalent, 'A' level - Advanced Diploma equivalent, 'B' level - MCA equivalent and 'C' level - conceived to be M.Tech. equivalent. Under the Scheme, the Society designs and regularly updates syllabi, accredits the courses of the institutions, subject to meeting a well-defined criteria for respective level, conducts examinations twice in a year and issues Certificates to the successful candidates in respect of all the courses offered under the Scheme.

DOEACC has presence at over 26 locations all over the country through its own Centres/Extension Centres/Branch offices/Regional offices, etc., while its Headquarters is presently located in Electronics Niketan, 6, CGO Complex, New Delhi. For the operations at the Headquarters, the Society has been hiring personnel through placement agencies empanelled for the purpose. The existing service provider has been associated with the Society for quite a long time and with a view to have transparency in the hiring process, the Society has now decided to float this Tender Enquiry and invite quotations. It may be mentioned here that on present scale, the annual bill of the Society on hiring of contractual personnel from placement agencies is around Rs.60 lacs.

II SCOPE OF WORK

- [i] To provide services of unskilled, semi-skilled and skilled personnel at different levels, as and when required, to cater to the administrative needs of the DOEACC Society and Department of Information Technology on need based basis.
- [ii] The educational qualifications, proficiency and experience, etc. shall be intimated by DOEACC while requesting for deployment. On receipt of the request, the Contractor selected will sponsor sufficient number of personnel for the interview with duly constituted Committee of DOEACC. The consolidated salary and other allowances to be paid in respect of each personnel shall be decided by DOEACC based on qualifications, experience and performance in interview while keeping in view the provisions of Minimum Wages Act.

- [iii] Presently, the number of persons hired by DOEACC through placement agencies is more than 80 at different levels.

III VALIDITY OF THE CONTRACT

Contract, once awarded, shall remain valid for a period of two years. The contract can be extended further with mutual consent

IV ELIGIBILITY CRITERIA

- [i] The vendor should have been in the business of providing placement services for more than 5 years
- [ii] The annual turnover of the vendor for the past 3 years immediately preceding the current financial year should not be less than Rs. 1.00 crore per annum. A copy of the Income Expenditure Statement duly authenticated by a practicing CA / Income Tax returns to prove the vendors' turnover must be submitted with the Technical Bid.
- [iii] A list of clients being served or served in the past by the party must be provided with the Technical Bid. Certificates from at least two clients (with contract value not less than Rs. 5 lakhs per annum) confirming satisfactory services by the party must also be submitted by the party with the Technical Bid.
- [iv] The vendor should be registered under Companies/Societies Registration Act or any other Law [Certified copy to be attached].
- [v] The vendor should have registered with ESIC (Certified copy to be attached).
- [vi] The vendor should have registered under Service Tax Registration (Certified copy to be attached).
- [vii] The vendor should have registration with Employees Provident Fund office or any corresponding Provident Fund authority to process EPF in respect of its employees.
- [viii] Earnest Money Deposit (EMD) of Rs. 25,000/- by Demand Draft favouring DOEACC payable at Delhi must be attached with the offer. While the amount deposited by the unsuccessful bidders would be refunded within a month of the opening of the bids, the amount in respect of the successful bidders would be refunded after a Bank Guarantee towards the Security Deposits is received. In case the contractors selected, backs out, the EMD shall be forfeited.
- [ix] The contractor should submit its offer in two parts, separately, in the prescribed proforma enclosed (*Annexure I and Annexure II*).

V **PAYMENTS:**

- [i] Payments shall be released on a monthly basis against the pre-receipted bills received from the vendor after ascertaining that the quality of the services rendered by the Contractors were satisfactory and all personnel deployed, were present on all working days during the period covered by the bill.
- [ii] The payment to be made to each employee shall be decided by DOEACC. Social Securities shall be paid by DOEACC, thus, the vendor should quote for their overheads in terms of percentage.
- [iii] The contractors shall submit the attendance sheet of its personnel along with their bill for every month.
- [iv] No increase in the rates during the contract period shall be entertained for whatsoever reasons except that in case of increase in minimum wages by Government of NCT of Delhi, the manpower rates will be revised proportionately.
- [v] The contractor has to ensure and furnish a Certificate along with the monthly bill that payments to the personnel deployed at DOEACC premises have been made in strict compliance of the provisions of the minimum wages act and that necessary payments on account of statutory provisions, for e.g. ESI (4.75%)/PF (13.61%)/ Gratuity, etc., have been deposited with the concerned authorities, failing which the contract shall not only be terminated and security deposits forfeited but any other action, as deemed fit by DOEACC Society shall be taken.
- [vii] Final bill shall be paid after 30 days from the completion / termination of the contract.

VI **TIMINGS**

The employees of the contractors deployed at the premises of DOEACC shall report for duty at 9:00 AM and shall remain on duty till 5:30 PM on all working days. The employees shall be eligible for a break of 1/2 hour. DOEACC shall, however, have the right to detain all or some of the employees of the contractor, beyond the above hours, on need basis and payment of overtime calculated on per man-hour basis on prevailing rates for manpower costs shall be made for the same.

VII **SECURITY DEPOSITS**

Successful bidder will have to provide a Security Deposit of an amount of Rs.2,40,000/-. The security deposit can be submitted in the form of DD or FDR in favour of DOEACC Society or a Bank Guarantee. The instrument furnished as Bank Guarantee should be valid for a period of twenty-six months from the date of award of the contract. The Security Deposit will be forfeited in case the contractor fails to meet its obligations under this contract. The bank guarantee must provide appropriate provisions for the same.

VIII GENERAL TERMS AND CONDITIONS

- [i] The contract can be terminated at any time without assigning any reason by giving a notice of two months by either party.
- [ii] The Society reserves the right to accept or reject any bid without assigning any reason whatsoever.
- [iii] Incomplete bids are liable to be rejected.
- [iv] Late bids shall not be entertained.
- [v] The decision of the Executive Director, DOEACC on any dispute, arising out of or relating to the contract including the interpretation of a part or full of this document, shall be final and binding on the parties.
- [vi] Any overwriting/fluiding/corrections in the offer submitted by the vendor should be authenticated by the signatures of the authority signing the bid. Failure on this account may lead to cancellation of the bid.
- [vii] If any column in the Pro forma at *Annexure I* or *Annexure II* submitted to DOEACC remains blank or filled with inappropriate/incomplete information, the bid would be treated as incomplete and hence, rejected.
- [viii] A copy of this document with each page signed (by the signatory signing the bid) in token of acceptance of the terms and conditions stipulated herein must be submitted with the Technical Bid. The Technical Bids not accompanied by a duly signed copy of this document shall be treated as incomplete and shall be rejected.
- [ix] The Contract shall be governed by Jurisdiction of Delhi Courts. Any disputes or differences between the parties hereto arising out of from or relating to anything contained in this Agreement including any dispute or differences arising out of termination or implementation of the obligations arising here from, shall be referred to the arbitration of sole Arbitrator appointed by DOEACC. The award made by the Arbitrator shall be binding on the parties hereto. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any stature modification or enactment thereto for the time being in force.
- [x] The persons who would be deployed by the agency would not have any claim for employment or payment of wages or any other claim whatsoever against DOEACC. The persons hired/engaged from agency would not have any claim for compensation or any damages against DOEACC in any event whatsoever and Agency would be responsible or answerable for any such claim.

- [xi] The Agency shall be responsible for suitability, medical fitness and police verification of the character and antecedents of the manpower sponsored by it for deployment in DOEACC.
- [xii] The manpower deployed shall remain under the control and supervision of the Agency and the Agency shall be liable for payment of their wages and all other dues payable under various labour regulations and other statutory provisions.
- [xiii] That the deduction of income tax from the bills of the Agency will be made at source under Section 197[c] of the Income Tax Act 1962 and that the Service Tax will be paid to the Agency on total monthly bill amount under Section 65[56] of the Central Excise Act.
- [xiv] That in case any of the persons so deployed by the Agency does not come up to the mark in terms of general discipline or does not perform his/her duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Agency on the order of DOEACC shall immediately withdraw such person[s] from the premises of DOEACC.
- [xv] That the manpower supplied by the Agency shall be rotated in such a manner as per the instructions of DOEACC.
- [xvi] That the venue / jurisdiction of the Arbitration shall be at New Delhi.

IX PROCEDURE FOR SUBMISSION OF THE BIDS

- [i] The envelope should be marked "**Quotation for Providing Placement Services in the Office of the DOEACC Society**". The Bid should be submitted in two parts i.e. Technical Bid and Commercial Bid in Proforma given in *Annexure I and II*, respectively. The two proforma, duly filled in, with all relevant documents attached, should be sealed in separate covers with each cover being superscribed with the title "Technical Bid" or "Commercial Bid", as the case may be. Both these covers should then be sealed in a bigger cover and submitted at DOEACC's office, on or before the prescribed cut-off date. The Bigger envelope containing the envelopes of Technical and Commercial Bids addressed to the Deputy Director [Administration], DOEACC Society, Electronics Niketan, 6 CGO Complex, New Delhi – 110 001 and superscribed with the statement "**Proposal for Providing Placement Services**" must reach at the given address **on or before the closing time and date indicated on top of this document**. The tenderers are allowed to depute their representatives (one per Tenderer) for Technical Bid Opening on the prescribed date and time.
- [ii] All pages in Technical Bids must be page numbered and on top of the Bid, an index giving page number of each document submitted must be indicated. The Bids without such an index are liable to be rejected.

- [iii] The Commercial Bids should be submitted in Pro forma given at Annexure II of this document and the costs should be quoted for Bidders overheads/profits in terms of percentage. The Bids not confirming to the above provisions, would not be considered.

- [v] Commercial bid of only those tenderers whose technical bids are found in order and complete in all respects and hence, acceptable shall be opened by the duly constituted Committee in this office on notified time, date, place in presence of qualified bidders or their duly nominated representatives, if deputed by them and Commercial Bid of tenderers who do not qualify as per conditions of the Technical Bid shall not be opened. Intimation for opening of Commercial Bids would be sent through e-mail or telephone only.

- [vi] No price should be mentioned in Technical Bid otherwise the bid is liable to be rejected.

XXXXX-----XXXXX-----XXXXX-----XXXXX

PROFORMA FOR FURNISHING TECHNICAL BID

(Please go through the terms and conditions before filling up this Pro forma)

*Page No. of
Enclosures*

1. Name, Address and Telephone :
Number of the Organization.
2. Date of commencement of :
Business (Please furnish proof in
support of your statement).
3. Status of the organization (i.e. :
whether Proprietorship,
Partnership, Private Limited /
Public Limited Company,
Registered under Societies
Registration Act, etc.)
4. Registration Number of the :
Organization. *(Please attach
Certificate of Registration /
Incorporation).*
5. Name of the C.E.O. / Proprietor :
6. Name, designation and address, :
including phone/mobile number
of the Contact Person.
7. Annual Turnover : 2008-09
(Attach Photostat copies of 2009-10
Income & Expenditure statement 2010-11
*authenticated by CA/I.T. Returns
/ C.A.'s Certificate).*
8. Sales Tax / VAT No. :
[Attach copy]
9. Service Tax No., if any :
[Attach Copy]
10. P.A.N. Number of the :

Organization / Owner (in case of proprietorship organization where no P.A.N. has been issued in the name of the organization).
[Attach Copy]

11. A] Details of three prominent organizations served/being served with similar services. : *Name & Address* *Annual Cost of Contract*

B] Number of clients served in and around Delhi on the date of submission of Bid. Please enclose a comprehensive list with address and telephone number.

12. Details of E.M.D. (enclosed D.D.) : *D.D. No. _____ dated _____ for Rs.25,000/- drawn on _____ Bank in favour of DOEACC, payable at New Delhi.*

13. Number of employees on the rolls of the vendor. *Managerial
Supervisory employees
Other [pls. specify]*

14. Whether registered with Regional Provident Fund Commissioner or any other trust for regulating the Provident Fund for employees. : *YES / NO*

PF Registration No. and Date [enclose a copy of the relevant documents].

15. Whether registered with ESIC :
Registration No. and Date [kindly enclose documentary evidence].

16. Whether the vendor adheres to *YES / NO*

the provisions of relevant rules and laws related to payment of minimum wages & social securities. *(Please note adherence to these orders / rules is compulsory)*

17. Whether you have any point of disagreement with the terms and conditions stipulated in the Tender Document. If yes, please specify and also indicate suggested solution *(if space is not sufficient, please attach separate sheet.)*

DECLARATION:

- a) It is certified that the information furnished above is correct.
- b) We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. Disagreement and solution proposed has been listed in a separate sheet and being attached with this Bid. A copy of the Tender Document with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.
- c) We understand that the decision of the DOEACC to accept / reject “the points of disagreements and proposed solution provided by us” would be final and binding.
- d) The signatory to this bid is authorized to sign such bids on behalf of the organization.

Signature: _____

Name: _____

Designation: _____

Seal of the Company _____

Date: _____

PROFORMA FOR FURNISHING FINANCIAL BID

1. Name, Address and Telephone :
Number of the Organization
2. Name of the C.E.O. / Proprietor :
3. Rates offered :

Sr. No.	Description	Rates per month (Rs.)
i.	Service charges inclusive of company's overheads, profits etc. to be charged (kindly quote in terms of percentage of employee's salary + other statutory charges + cost of material).	
ii.	Service Tax	
iii.	Any other Tax / Levi (<i>please specify</i>)	

DECLARATION:

1. We understand that:
 - (i) The rates are to be quoted against all columns. If no other tax / levy is applicable, a NIL entry must be made against the relevant column.
 - (ii) The payment to the employees will be made as per rates prescribed by Govt. of NCT of Delhi from time to time under Minimum Wages Act and applicable statutory payments on account of Provident Fund, Gratuity, ESI, leave salary and Bonus.
 - (iii) DOEACC reserves the right to cancel this Tender in case no satisfactory bid is received. In that case, it can re-tender the requirement.
 - (iv) DOEACC can accept or reject any offer without assigning any reason whatsoever.
 - (v) The vendor awarded the contract shall not be allowed to withdraw or transfer the contract in the name of some other company or its principal. In case, it withdraws its offer, the E.M.D. will stand forfeited.
2. It is certified that the information furnished above is correct.
3. We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. A copy of the Tender Document with its each page signed, in token of acceptance of the terms and conditions, is enclosed.
4. It is confirmed that the signatory to this document is authorized to sign the contracts on behalf of the applicant organization and the commitments made herein are binding on them.

Signature_____

Name_____

Designation_____

Seal of the Company_____

Place:_____

Date:_____