



REQUEST FOR BID

(Open E - Tender)

**Open Tender for providing Skills Coordinators on
outsourcing basis to MSRLM for DDUGKY**

Tender Ref No.: MSRLM/SMMU/DDUGKY/2017-18

eTender ID: 2017_MSRLM_224531

Date: 14th June 2017

Issued by:

**UMED - Maharashtra State Rural Livelihood Mission
Rural Development & Water Conservation Department
Government of Maharashtra**

5th Floor, CIDCO Bhawan, CBD Belapur (South Wing)

Navi Mumbai – 400 614

Tel: 022 27562552

Website: <http://www.umed.in>

Disclaimer

- 1 The Chief Executive Officer of Maharashtra State Rural Livelihoods Mission (MSRLM), Government of Maharashtra hereinafter referred to as “Tender Inviting Authority (TIA) has issued this Notice Inviting Tender (hereinafter referred to as the Tender Document) for **selection of service provider to provide Skills Coordinators to MSRLM under DDUGKY** for all blocks in the state of Maharashtra.
- 2 This tender document has been prepared with an intent to invite prospective applicants/service providers and to assist them in making their decision of whether or not to submit a bid. It is hereby clarified that this tender is not an agreement and the purpose of this tender is to provide the service provider(s) with the information to assist them in the formulation of their bids. This tender document does not purport to contain all the information service providers may require. This tender may not be appropriate for all persons or entities and it is not possible for the TIA to consider the investment objectives, financial situation and particular needs of each service provider.
- 3 MSRLM has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. The interested service providers are required to make their own inquiries so that they do not solely rely on the information contained in this tender document in submitting their bids. This tender document includes statements, which reflect various assumptions and assessments arrived at by the TIA in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each service provider may require.
- 4 This tender is not an agreement by or between the TIA and the prospective service providers or any other person and the information contained in this document is provided on the basis that it is non-binding on the TIA, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. The TIA makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the tender document. Each service provider is advised to consider this document as per his understanding and capacity. The service providers are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in this document before bidding. The service providers are also requested to go through this tender document in detail and bring to notice of the TIA, any kind of error, misprint, inaccuracies, or omission in the document. The TIA reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a bid.
- 5 No reimbursement of cost of any type will be paid to persons or entities submitting a bid. The service provider shall bear all costs arising from, associated with or relating to

the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the TIA or any other costs incurred in connection with or relating to its bid.

- 6 This issue of tender does not imply that the TIA is bound to select and technically qualify bids or to appoint the selected service provider, as the case may be, for the project and it reserves the right to reject all or any of the bids without assigning any reasons whatsoever.
- 7 The TIA may, in its absolute discretion but without being under any obligation to do so, update or amend the information contained in this tender document before bid submission deadline.
- 8 The TIA, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this tender document or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to be part of this document or arising in any way with eligibility of service provider for participation in the bidding process) towards any Applicant or service provider or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
- 9 The TIA also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any service provider upon the statement contained in this tender document.
- 10 Interested service providers, after careful review of all the clauses of this 'Notice Inviting Bid', are encouraged to send their suggestions in writing to the TIA. Such suggestions, after a review, may be incorporated into this tender document as a corrigendum, which shall be uploaded onto the e-tendering website <https://mahatenders.gov.in>.
- 11 All eligible service providers need to be registered on the following portal to generate login credentials and to download the bid documents for online bid preparation / decryption etc. <https://mahatenders.gov.in>.

1. Invitation of Bid

- a) Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY), is a flagship program of the Ministry of Rural Development (MoRD), Government of India (GoI). The program is aimed at alleviation of rural poverty through career promoting skills and placements through its unique focus under the Deen Dayal Antyodaya Yojana, National Rural Livelihoods Mission (DAY NRLM). The key focus area of DDU-GKY are the poor rural youth; the priority it gives to disadvantaged groups such as the SC/ST / women and minorities and its attention to market-led training programs to ensure employability and its emphasis on partnership based skilling and placement delivery. Maharashtra State Rural Livelihood Mission (MSRLM), Government of Maharashtra is a State level nodal unit for implementation of DDU-GKY
- b) DDU-GKY follows a three-tier implementation architecture with the DDU-GKY National Unit (DDU-GKY-NU), MoRD as the apex unit setting policy, providing technical facilitation to states, providing major part of funding to the program, monitoring & evaluation as well as undertaking coordination with key stakeholders in the sector, nationally and internationally; the DDU-GKY State Skill Missions as the state level nodal implementation support agency and implementation undertaken in partnership with Project Implementation Agencies (PIAs) – in general private sector agencies, NGOs, government and semi-government agencies with experience in skilling and placement) that serve as the skill imparting and placement partners under the program
- c) The Maharashtra State Rural Livelihoods Mission (MSRLM) has been launched in Maharashtra in July 2011 as a registered organization under the aegis of the National Rural Livelihoods Mission (DAY-NRLM) – Aajeevika - endeavors to impact rural poverty through a range of comprehensive and strategic livelihoods interventions in a time bound manner. The mandates of MSRLM under this scheme are:
- 1) Mobilization of Rural Youth in coordination with District Administration and PIAs.
 - 2) Skill Enhancement of rural youth
 - 3) Selection of Project Implementing Agencies (PIAs) on need basis
 - 4) Designing skill development promotional strategies
 - 5) Should develop online monitoring platform compliant to SoP and DDU-GKY lines.
 - 6) Documentation of best practices on pilot basis and scaling up
 - 7) Placement and Post placement Tracking
- d) The Chief Executive Officer, MSRLM, Government of Maharashtra invites Online Bids through e-Tender portal (<https://mahatenders.gov.in>) from eligible service

provider to provide Skills Coordinators to MSRLM under DDUGKY for all 351 blocks in the state of Maharashtra.

- e) The service providers are advised to study this tender document carefully, before submitting their bids in response to this Notice Inviting Tender. The submission of a bid in response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. The main objective is to obtain a competitive price and ensure that the successful service provider providers required skilled professionals to MSRLM as per the qualification criteria.
- f) The complete tender document has been published on <https://mahatenders.gov.in>. The downloaded bid document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.
- g) The service providers who wish to participate in this bidding process must register on - <https://mahatenders.gov.in>
- h) To participate in online bidding process, service providers must procure a Digital Signature Certificate of appropriate class as per Information Technology Act - 2000 using which they can digitally sign and encrypt their electronic bids. The service providers can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. The service providers who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- i) A Two (2) envelope selection procedure shall be adopted.
- j) The service provider's (authorized signatory) shall submit their offer online in electronic formats for Technical and Financial bids. The tender document fees, and Earnest Money Deposit (EMD) should be submitted online as per the details provided in the bid document.
- k) The TIA will not be responsible for any delay or error in online submission due to any reason. For this, service providers are requested to upload the complete required bid documents well in advance so as to avoid issues like slow speed, or any other unforeseen problems. For queries related to bid submission, the service providers may contact the helpdesk on – 0120-4200462, 0120-4001002 or Mobile: +91-8826246593 or write to – support-eproc@nic.in
- l) The service providers are also advised to refer “Service providers Manual Kit” available on <https://mahatenders.gov.in> for further details regarding the e-tendering process.

2. Key Events and Dates

Sr. No.	Information	Details
1.	Date & Time for Commencement of Downloading Tender Document	Date: 14 th June 2017 Time: 12.30PM
2.	Tender Reference Number	MSRLM/SMMU/Manpower/2017-18
3.	eTender ID	2017_MSRLM_224531
4.	Last date & Time for sending requests for clarifications	Date: 19 th June 2017, Time: 5 PM
5.	Date, Time and place of Pre- Bid Conference	Date: 20 th June 2017, Time: 3.00 PM Maharashtra State Rural Livelihoods Mission, 5 th Floor, CIDCO Bhavan (South Wing), CBD Belapur, Navi Mumbai – 400614, Maharashtra
6.	Last date & time for downloading the Tender document	Date: 5 th July 2017, Time: 12.30 PM
7.	Last Date (deadline) & Time for submission of bids	Date: 6 th July 2017 ,Time: 12.30 PM
8.	Date and Time for Opening of Technical Bids	Date: 7 th July 2017 ,Time: 12.30 PM
9.	Date and Time for Opening of Financial Bids	To be informed to the qualified service providers
10.	Address for Communication	State Mission Manager-Procurement Maharashtra State Rural Livelihoods Mission, 5 th Floor, CIDCO Bhavan (South Wing), CBD Belapur, Navi Mumbai – 400614, Maharashtra Email:pravingodse.msrlm@gmail.com

3. Other Important Information related to Bid

Sr. No.	Information	Details
1.	Tender Fee	Rs. 10,000/- (Rupees Ten Thousand only) to be paid online on the e-tendering portal at the time of submission of the tender
2.	Earnest Money Deposit (EMD) (to be paid online)	Rs. 10,00,000/- (Rupees Ten lakhs only) to be paid online on the e-tendering portal at the time of submission of the tender. <i>Exemption is applicable as per the Government of Maharashtra rule</i>
3.	Bid Validity Period	180 days from the date of opening of the technical bid
4.	Performance Security	3% of the total value of the contract
5.	Last date for furnishing Performance Security in the form of Bank Guarantee or Demand Draft (Payable at Mumbai) to CEO, Maharashtra State Rural Livelihoods Mission, GoM (By the successful service provider)	Within fifteen (15) working days of the date of notice of award of the contract (Letter of Intent (LOI)) or prior to signing of the contract whichever is earlier or as intimated in the LoI issued by the Maharashtra State Rural Livelihoods Mission. The Performance Security shall be valid for 60 days after the ending of the rate contract/extended date of rate contract
6.	Last date for signing the contract	As intimated in Letter of Intent by the <i>Tender Inviting Authority</i>

Sd-

Chief Executive Officer,

Maharashtra State Rural Livelihoods Mission

4. Instructions to Service providers

This section includes all the important information required to bid for this project.

4.1 General Information and Guidelines

- a) The TIA invites bids from eligible service providers as per the Scope and Technical Criteria mentioned in this tender document.
- b) Any contract that may result from this bidding process will be effective from the date of Signing of Contract and shall, unless terminated earlier in accordance with its terms, continue up to one year which may be extended as per the need of the project and on the performance of the service provider.
- c) The TIA reserves the right to extend the Term on mutually agreed terms at the sole discretion of the TIA, subject to any obligations under applicable law.
- d) All information supplied by the service providers may be treated as contractually binding on the service providers, on the successful award of the assignment by the TIA on the basis of this tender document.
- e) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the TIA. Any notification of preferred service provider status by the TIA shall not give rise to any enforceable rights by the service provider. The TIA may cancel this public procurement at any time prior to a formal written contract being executed by or on its behalf.
- f) This tender document supersedes and replaces any previous public documentation & communications, and the service providers should place no reliance on such communications.
- g) All figures of costs, project values and others should be mentioned in Indian Rupees only.
- h) No service provider shall submit more than *one Bid* for this tender.

4.2 Consortium Conditions: Not Applicable.

4.3 Tender Fees

The service providers are requested to pay a Tender fees of Rs. 10,000 (Rupees Ten Thousand Only) through the e-Tender Portal's Payment Gateway. The Tender fee is non-refundable. The tender document can be down+loaded free of cost from the portal: <https://mahatenders.gov.in>, on registration. The bids that are not accompanied by the tender fee shall be considered non-responsive and will be rejected.

4.4 Earnest Money Deposit (EMD)

The service providers are requested to deposit the EMD of Rs. 10,00,000/- (Rupees Ten lakhs only) through the Online Payment Gateway as integrated in the <https://mahatenders.gov.in> e-tendering solution.

- 1 The EMD shall be denominated in Indian Rupees only. No interest will be payable to the service provider on the amount of the EMD.
- 2 The EMD should be valid for 180 days from the date of technical bid opening.
- 3 Tenderers who are registered with Directorate General of Supplies & Disposal (D.G.S. & D), Small Scale Industries (S.S.I) of Maharashtra & National Small Scale Industries Corporation (N.S.I.C) or any other Exemption granted by Government of Maharashtra, for the proposed product will be granted exemption from payment of EMD in respect of tender item specified in the registration certificate produced by service provider for availing exemption.
- 4 The bids submitted by service providers who are not exempted as mentioned above and without the prescribed EMD, will be rejected.
- 5 The Unsuccessful service provider's EMD will be returned within 120 days from the date of opening of the financial bid.
- 6 The EMD of successful service provider will be returned after the award of contract and submission of the Performance Security in the form of Bank Guarantee / Demand Draft within specified time and in accordance with the format given in the tender document.
- 7 The EMD may be forfeited:
 - a. If a service provider withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. If successful service provider fails to sign the Contract or to furnish Performance Security in the form of Bank Guarantee / Demand Draft within specified time in accordance with the format given in the tender document.
 - c. If during the bid process, a service provider indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the TIA regarding forfeiture of the EMD shall be final and binding upon service providers.
 - d. If during the bid process, any information is found false/fraudulent/mala fide, then the TIA shall reject the bid and, if necessary, initiate action.

4.5 Contact Details

For any clarifications & communication with regards to the tender document, the service providers are expected to communicate at the contact information provided below:

S. No	Item	Details
1.	Name	Shri Pravin N Godse
2.	Designation	State Mission Manager-Procurement Maharashtra State Rural Livelihoods Mission, 5 th Floor, CIDCO Bhavan (South Wing), CBD Belapur, Navi Mumbai – 400614 Maharashtra
3.	Email. ID	pravingodse.msrlm@gmail.com
4.	Phone	022- 27562552

4.6 Pre-Bid Queries and Pre-Bid Meeting

The TIA will host a Pre-Bid Meeting for queries, if any, by the prospective bidders. The date, time and place of the meeting are specified in Section –1.1. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarifications or additional information, necessary for them to submit their bid. The bidders shall send their pre-bid queries as per the schedule specified in the tender document Section 1.1. The bidders are required to send the queries only in the format specified in Annexure-5. The response to the queries will be published on <https://mahatenders.gov.in>. No telephonic queries will be entertained. This response of the TIA, against the Pre-Bid queries, shall become integral part of tender document.

4.7 Corrigendum / Amendment to the Tender

At any time prior to the deadline (or as extended by the TIA) for submission of bids, the TIA for any reason, whether at its own initiative or in response to clarifications requested by the service provider, may modify the tender document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this tender. Such supplements, amendments / corrigendum to the tender document, issued by the TIA would be displayed on <https://mahatenders.gov.in>. and shall be deemed to be incorporated by this reference into this tender document.

Any such supplement / corrigendum / amendment will be binding on all the service providers. The TIA will not be responsible for any misinterpretation of the provisions of this tender document on account of the service providers' failure to update the bid documents based on changes announced through the website.

In order to allow service providers a reasonable time to take the supplement / corrigendum / amendment(s) into account in preparing their bids, the TIA, at its discretion, may extend the deadline for the submission of bids.

4.8 Completeness of Response

- 1 The service providers are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 2 The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the service provider's risk and may result in rejection of its bid

4.9 Bid Preparation Cost

The service provider shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by the TIA to facilitate the evaluation process, and in negotiating a definitive Service Agreement (SA) and all such activities related to the bid process. This tender document does not provide any kind of commitment on behalf of the TIA, to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of this project.

4.10 Right to Termination

The TIA may terminate the bid process at any time and without assigning any reason. The TIA makes no commitments, expressed or implied, that this process will result in a business transaction with anyone. This tender document does not constitute an offer by the TIA. The service provider's participation in this process may result in the TIA selecting the service provider to engage towards execution of the contract. In the event of such termination, EMD of all service providers shall be returned, without any interest.

5. Bid Submission Instructions

5.1 Online Bid Submission

- 1 The service provider shall submit the bid online through e-tendering Portal <https://mahatenders.gov.in>
- 2 To view- Tender Notice, Detailed Time Schedule, Tender Document its supporting documents etc. , kindly visit following e-Tendering website <https://mahatenders.gov.in>
- 3 The bids submitted, shall comprise of the following 2 envelopes:
 - A Two (2) envelope/ cover system shall be followed for the bid:
 - **Envelope A:** Technical Bid (Refer Section 5.3 for documents to be submitted as per the format specified in this tender document)
 - **Envelope B:** Financial Bid
 - The Bid shall include the following documents:

Table: Documents Required			
Sr. No.	Document Type	Document Format	Online Submission
Technical Bid: Envelope – A			
1.	Tender Fee	Online Payment	Yes
2.	EMD	Online Payment	Yes
3.	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in the Section 5.2 & 5.3 of this tender document	Yes
Financial Bid: Envelope – B			
4.	Financial Bid	The Financial Bid shall be prepared in accordance with the requirements specified in this tender document and in the format prescribed in Annexure-3.	Yes

- a. The service provider should ensure that all the required documents, as mentioned in this tender document, are submitted along with the bid and in the prescribed format only.
 - b. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the bid submitted by the service provider.
 - c. It shall be the sole responsibility of the service provider to ensure that all the documents required for the Technical Bid including all annexures, technical specification compliance sheet and Financial Bid etc. are uploaded on the portal well within time and the TIA shall not entertain any representation from any service provider, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded, error with regards to uploading of correct file etc. Therefore, the service providers are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.
 - d. The service providers should note that the bids will be evaluated on the basis of documents referenced against evaluation criteria of the pre-qualification, annexures, technical bid and compliance to technical specification only.
- 4 The TIA will not accept the delivery of the bids and any other supporting documents, in any manner, other than that specified in this tender document. Any bid delivered in any other manner shall be treated as defective, invalid and rejected. Under no circumstances, any physical documents will be accepted after submission of bid.
 - 5 It is required that all the bids submitted in response to this tender document should be unconditional in all respects, failing which the TIA reserves the right to reject the Bid.
 - 6 It shall be the responsibility of the service provider to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory
- 7 Modification and Withdrawal of Bids -
 - a) Resubmission of bid by the service providers for any number of times before the final date and time of submission is allowed.
 - b) Resubmission of bid shall require uploading of all documents including price bid a fresh.
 - c) If the service provider fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

- d) The Service provider can withdraw its bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Officer Inviting Bid citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.
- e) The service provider should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

5.2 Eligibility Criteria

The Service Provider shall fulfill all of the following eligibility criteria independently, as on the date of submission of bid.

Sr. No.	Eligibility Criteria
1.	The Service provider may be a Proprietary firm /Partnership firm/Limited Company/Corporate body legally constituted and should be registered with the appropriate registration authority;
2.	The Service Provider should have at least 5 years' experience in providing skilled manpower to central government /any state Government/CPSU/SPSU/Governemnt Automonous organisations/Public Sector Companies/public sector banks/public sector insurance companies.
3.	The Service Provider should have successfully executed at least 10 contracts for providing skilled professionals. out of which 5 must for the central government /any state Government/CPSU/SPSU/Governemnt Automonous organisations/Public Sector Companies/public sector banks/public sector insurance companies
4.	The Service Provider must have a minimum average annual turn-over of Rs. 50 crore (Rs.twenty five crore only) from manpower services during last three financial years (FY 2013-14, 2014-15 & 2015-16).
5.	There should be no case pending with the police case 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. An affidavit in this regard shall be submitted.
6.	The Service Provider should have valid labour license under Contract Labour (Regulation & Control) Act, 1970.

7.	The service provider should be registered with Income Tax and Service Tax departments;
8.	The service provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

Note:

- 1 It is mandatory to submit the specified documents in support of the above eligibility criteria and the company/firm/agency is likely to be disqualified should it fail to provide any of the specified documents.
- 2 For the purpose of the above mentioned Eligibility criteria, the proofs and relevant certificates of only the bidding entity will be considered. Turnover or any other documents of any parent, subsidiary, associated or other related entity will not be considered.

5.3 Technical Bid (Envelop - A)

The Technical bid must be submitted online (Envelope A) as per the instructions on the portal and in this tender document. Following documents are mandatory and should be submitted online

- a) Tender Form as per Annexure-1.
- b) Service provider's details & Performance statement for last five years in the format given in Annexure-2 supported by copies of purchase orders/satisfactory certificates issued by the clients.
- c) Service Tax Registration certificate and Service Tax clearance Certificate up to 31st March 2017 or the latest copy of the Service Tax return submitted.
- d) An Affidavit on non-judicial stamp paper of Rs.100/- specifying that the service provider has not been found guilty and has not been blacklisted or debarred by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations for providing as on the date of submission of bid.
- e) An Affidavit by the service provider stating that if any information submitted as a part of this bid is found misleading / false during scrutiny of documents, EMD will be forfeited and service provider will be blacklisted for 3 years.
- f) Registration certificate issued by the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts
- g) Turnover certificate issued by the chartered accounts for last three years i.e. for the FY 2013-14, 2014-15 & 2015-16 (only for the providing manpower services)
- h) The Service Provider should have valid labour license under Contract Labour (Regulation & Control) Act, 1970.
- i) Registration Certificate / Exemption Certificate for claiming exemption from EMD if applicable

5.4 Financial Bid (Envelop - B)

- 1 Financial/price offer must be submitted online at <https://mahatenders.gov.in> as per the instructions on the portal.
- 2 Rates should be quoted in the financial Bid format as per Annexure-3 of this tender document and in accordance to the details and terms and conditions as mentioned in this tender document (hence, the service provider is expected to understand the tender in all respects).
- 3 Quoted price shall be inclusive of all legal dues applicable as per the law/rules prevailing in the state of Maharashtra for providing skilled manpower on contract basis and inclusive of all expenses and overheads but excluding service tax/ GST
- 4 Price shall be quoted in Indian Rupees

5.5 Validity of Bid

The bid shall be valid for a period of 180 days from the date of opening of the technical Bid. A bid valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, the TIA may solicit the service provider's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.

5.6 Corrections / errors in Financial Bid

1. The service providers are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the last date for submission of bids.
2. The quoted price shall be corrected for arithmetical errors by TIA.
3. In cases of discrepancy between the prices quoted in words and in figures, amount written in words shall be considered.
4. The amount stated in the financial bid, adjusted in accordance with the above procedure and as stated in Annexure-3 of this tender document, shall be considered as binding on the service provider for evaluation.

5.7 Language

The bid should be submitted by the service provider in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the service providers. For purposes of interpretation of the bid, the English translation shall govern. If any

documentary evidence for 'Experience' in other languages, a true translation of the copy, attested by Notary shall be enclosed.

5.8 Conditions under which Tender is issued

- 1 This tender document is not an offer and is issued with no commitment. The TIA reserves the right to withdraw the tender document and change or vary any part thereof, at any stage. The TIA reserves the right to disqualify any service provider, should it be so necessary at any stage.
- 2 The timing and sequence of events resulting from this tender document shall ultimately be determined by the TIA.
- 3 No verbal conversations or agreements with any official, agent, or employee of the TIA shall affect or modify any terms of this tender document and any alleged verbal agreement or arrangement made by a service provider with any agency, official or employee of the TIA shall be superseded by the definitive agreement that results from this tender process. Verbal communications by the TIA to service providers shall not be considered binding on it, nor shall any written materials provided by any person other than the TIA.
- 4 Neither the service provider nor any of the service provider's representatives shall have any claims whatsoever against the TIA or any of their respective officials, agents, or employees arising out of or relating to this tender document or these procedures (other than those arising under a definitive service agreement with the service provider in accordance with the terms thereof).
- 5 Until the Contract is awarded and during the validity of the Contract, service providers shall not, directly or indirectly, solicit any employee of the TIA to leave the office or any other officials involved in this tender process in order to accept employment with the service provider, or any person acting in collusion with the service provider, without prior written approval of the TIA.

5.9 Right to the content of Bids

All bids and accompanying documentation of the Technical bids will become the property of the TIA and will not be returned after opening of the Technical bids. The TIA is not restricted in its rights, to use or disclose any or all of the information contained in the bid and can do so without compensation to the service providers. The TIA shall also not be bound by any language in the bid indicating the confidentiality of the bid, or any other restriction on its use or disclosure.

5.10 Non-Conforming Bid

A bid may be construed as a non-conforming bid and ineligible for consideration if:

1. It does not comply with the requirements of this tender document.
2. It does not follow the format requested in this tender document or does not appear to address the requirements as specified by the TIA.

5.11 Disqualification

The bid is liable to be disqualified in the following cases or in case the service provider fails to meet the requirements as indicated in this tender document:

1. The bid is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
2. During the validity of the bid, or its extended period, if any, the service provider increases the quoted prices.
3. The service provider qualifies the bid with own conditions.
4. The bid is submitted in an incomplete form.
5. The information submitted in the Technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any.
6. The Financial bid is enclosed with the Technical bid.
7. The service provider tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the tender process.
8. In case any one service provider submits multiple bids or if common interests are found in two or more service providers, the service providers are likely to be disqualified,
9. The service provider fails to deposit the Performance Security in the form of Bank Guarantee or Demand Draft or fails to enter into a Contract within specified period mentioned in the letter of Intent or within such extended period, as may be specified by the TIA.
10. Any form of canvassing / lobbying / influence / query regarding short listing etc. will be treated as disqualification. While evaluating the bids, if it comes to the TIA's knowledge expressly or implied, that some service providers may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bid, then the service providers so involved are liable to be disqualified for this Contract as well as for a further period of four years from participation in any of the tenders floated by the TIA.

11. If the Technical bids contains any information on price, pricing policy, pricing mechanism or any information indicative of the financial aspects of the bid.

5.12 Acknowledgement of Understanding

By submitting the bid, each service provider shall be deemed to acknowledge that service provider has carefully read all sections of this tender document, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

6. Bid opening and Evaluation process

6.1 Bid Opening

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which tenderer is free to attend himself or depute an authorized officer as his representative.

6.2 Opening of Envelop – A (Technical Bid)

Envelope No. A (Technical bid) of the tenderer will be opened in the presence of tender opening authority and in the presence of tenderer / their representatives through- e tendering procedure.

6.3 Evaluation of Technical Bid

The evaluation of the technical bids will be carried out in the following manner:

- 1 The service providers' technical bid will be evaluated as per the requirements and evaluation criteria as spelt out in Section 5.2 of this tender document. The service providers are required to submit all required documentation in support of the criteria specified as per the formats specified in this tender document, along with sample of offered product, as required for technical evaluation.
- 2 In any case, in the event of any deviation from the factual information provided by the service provider in technical bid, the deviation can reject the bid and also ban the service provider from participation in any future tenders in the state of Maharashtra.
- 3 At any time during the bid evaluation process, the MSRLM committee may seek verbal / written clarifications from the service providers. The committee may seek inputs from their professional experts in the evaluation process.
- 4 The committee reserves the right to do a reference check of the past experience stated by the service provider. Any feedback received during the reference check shall be taken into account during the technical evaluation process.

- 5 The technically shortlisted service providers will be informed date and venue of the opening of the financial bids by MSRLM.
- 6 The Technical Proposals shall be evaluated as per the evaluation criteria, sub criteria and point system as given below:

Criteria	Maximum Marks
Total years of experience in providing Skilled profesionas by the service provider othet than labour	30
No of contracts executed & No of professionals provided during last 5 years i.e. from 2012-13 to 2016-17 (for providing professional manpower other than labour)	40
Annual turn-over from manpower services during last three financial years (FY 2013-14, 2014-15 & 2016-17)	30
Total	100

The minimum technical score required to qualify for opening of financial bids/Pass is 60

6.4 Opening of Envelop - B (Financial Bid)

This envelope of technically qualified service providers shall be opened as per e-tendering procedure after opening of Envelope No. A (Technical bid). The date and time of opening of financial bids will be communicated by the TIA via email, to the eligible tenderers of Envelope No. A.

6.5 Financial Bid Evaluation

- (a) The financial proposals of the eligible service providers will be evaluated on a percentile basis.
- (b) The financial proposal quoting the lowest fee will be awarded the maximum possible 100 marks. The financial proposals of the other service providers will be scored as follows:

$$\text{Financial score} = \frac{100 \times \text{lowest fee quoted}}{\text{fee quoted by the service provider}}$$

6.6 Award Criteria

- (a) The weighted average of the technical and financial scores of each eligible service provider will be determined by applying the following weights to its technical and financial scores:

Technical Score: 60% weightage

Financial Score: 40% weightage

- a) The service provider with the highest weighted average score will be selected for the award of the contract

Tenders are ranked according to their combined technical (St) and financial (Sf) scores using the weights

$$S = S_t \times T\% + S_f \times P\%$$

Where T= the weight given to the Technical Proposal in %

P=the weight given to the Financial Proposal in %

- b) Post the evaluation process indicated in Section 6.3, 6.5 and 6.6 above, the TIA will award the Contract to the service provider who will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract.
- c) The acceptance of the tenders will be communicated to the successful tenderer in writing.
- d) The price quoted by the service providers shall be valid during the contract period.
- e) The TIA reserves the right to accept or reject any tender without assigning any reason.
- f) If at any time during the period of contract, the price of tendered services is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the TIA / Purchaser immediately about such reduction in the contracted prices. The TIA / Purchaser is empowered to reduce the rates accordingly.
- g) If the financial bids of the two or more service providers is found to be same in such case service provider having higher technical score will be selected for the award of contract.

6.7 Right to accept any Bid and to reject any or all Bids

The TIA reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected service provider(s) or any obligation to inform the affected service provider(s) of the grounds for the TIA's action.

7. Notification of Award

- a.** Before expiry of the bid validity period, the TIA will notify the successful service provider(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its bid have been accepted by the Tender Inviting Authority. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.
- b.** The successful service provider, upon receipt of the LOI, shall furnish the required performance security in the form of Bank Guarantee or Demand Draft and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.
- c.** After cancellation of award of contract with H1service provider, TIA will call second highest service providerH2 and asked to match the rate offered by H1. If H2accept the offer, award of contract will be issued to H2. If H2 refuse to match rate with H1, then H3 will ask to match rate with H1 and if H3 accepts award of contract will be issued to H3 and so on. In such case EMD submitted by H2, H3...will not be forfeited if they refuse to match the rate with H1.
- d.** The Notification of Award shall constitute the formation of the Contract.

8. Contract Period

The contract shall be for the period of one year from the date of notification of award of contract which may be extended as per the need of the mission and performance of the service provider.

9. Signing of Contract

The Contract will be signed as per tender document, after selection of the service provider. In lieu of the same, the successful service provider will have to execute an agreement in a non-judicial stamp paper of value Rs.500/- (Stamp duty to be paid by the tenderer), in favour of Chief Executive Officer, MSRLM.

If the successful service provider fails to execute the agreement and payment of Performance Security within the time specified or withdraws the tender, the successful service provider is unable to undertake the contract, the Earnest Money Deposit of the successful service provider shall stand forfeited. Such service provider(s) will also be liable for all damages sustained by the TIA by reasons of breach of tender conditions. Such damages shall be assessed by the TIA whose decision shall be final.

10. Failure to agree with Terms and Conditions of this Tender

Failure of the successful service provider to agree with the terms & conditions of the tender document shall constitute sufficient grounds for the annulment of the award, resulting which the TIA may call for new bids and at the same time, invoke the performance Security of the successful service provider.

11. Performance Security

- 1 The selected service provider shall deposit the Performance Security as follows:
 - a. The successful service provider shall at his own expense, deposit with the TIA, a Performance Security in the form of Bank Guarantee or Demand Draft of value equal to 3 % of the total value of the tender.
 - b. The Performance Security should be furnished within 15 Working Days from the date of issue of Letter of Intent.
 - c. The Performance Security may be discharged/returned by the TIA upon being satisfied that there has been due performance of the obligations of the successful service provider under the contract. However, no interest shall be payable on the Performance Security
 - d. The TIA shall also be entitled to make recoveries from the Performance Security on the following grounds:
 - i. Any amount imposed as a fine for irregularities Committed by the service provider.
 - ii. Any amount which the TIA becomes liable to the Government /Third party on behalf of any default of the service provider or any of his/her/their agent/ employees or staff.
 - iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - iv. Any other outstanding amount.
 - e. Once the amount under this clause is debited, the service provider shall reimburse the performance security to the extent the amount is debited within 15 days of such debit by the TIA failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Security in favor of the TIA.
 - f. The Earnest Money deposited at the time of bid submission would be given back to the service provider on payment of Performance Security in the form of Bank Guarantee or Demand Draft as per the details specified in this tender document

12. Payment Terms

The payment to be made by MSRLM to the Service Provider every month shall include

- i. The payment made to the outsourced professionals ,
- ii. The service charges payable ,
- iii. Applicable Service Tax/GST.

Service provider should made monthly payment to all professionals on or before 5th of every month and same amount will be reimbursed along with the service charges and applicable service tax/GST by SMMU-MSRLM to service provider after 15 days from the date of receipt of invoice along with the attendance sheets duly certified by the Project Director of DRDA or any other officer authorized by MSRLM.

Deduction towards Income Tax as applicable under the Income Tax Act, 1961, shall be made from all payments made to the service provider and in respect of such deductions necessary certificates of Tax Deduction shall be given.

13. Schedule of Requirement:

Please refer to Annexure-A

14. Terms & Conditions:

- a) The selected service provider should provide required number of Skills Coordinators within one month from the date of award of contract.
- b) The service provider shall be solely liable for all payment/dues of the person deployed by him with reliable evidence provided to the MSRLM. In the event, MSRLM makes any payment or incurs any liability, the service provider shall indemnify the MSRLM completely;
- c) The service provider should ensure monthly payment to deployed professionals on or before 5th of every succeeding month through RTGS/NIFT/Cheque.
- d) The service provider should ensure that his deployed person are granted holidays /leave with wages as per applicable Act/Rules prevailing in the State.
- e) Working hours would be normally 8 hours per day. however the professionals may have to work beyond time, if there is urgency, the person may also be called on weekly off and other gazette holidays if required
- f) As and when the MSRLM requires additional professionals on temporary or emergency basis, the service provider will depute such personnel within one month from the date of notice given by MSRLM
- g) The service provider will be held wholly responsible for any action taken by statutory bodies for violation/non-fulfillment of any such provision/rule.
- h) The person deployed shall not claim any master & servant relationship against this office
- i) If any of the professional of the service provider indulges in theft or any illegal/irregular activities, misconduct, the service provider will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulges in such type of activities , should not be further employed in this office by the service provider in any case
- j) The service provider shall employ only good and reliable persons with robust health, sound mind and clean record to carry out the job contract.

- k) In case of loss or damage done to the property/vehicle of the MSRLM by the professionals provided by the service provider, such damages will be recovered from the service provider and decision of the competent authority of MSRLM shall be binding on him.
- l) Service Tax/ GST as applicable on gross value of each running account bill shall be paid by MSRLM as per prevailing rates as deposited by the service provider. Receipt of which shall be submitted to in MSRLM office alongwith the claim for the next month.
- m) The service provider shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the MSRLM indemnified from all acts of omission, fault, breaches and / or any claim, demand; loss; injury and expense arising out from the non compliance of the aforesaid statutory provisions. Service provider's failure to fulfil any of the obligations hereunder and/ or under the said Acts, rules/ regulations and/ or any by-laws or rules framed under or any of these the MSRLM shall be entitled to recover any loss (es) or expense(s) which it may have to suffer or incur on account of such claim(s), loss or injury from the service provider's monthly payments.

15. General Condition of Contract:

15.1 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India.

15.2 Settlement of Disputes

All disputes or differences of any kind whatsoever that may arise between MSRLM and the Service Provider in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:

15.2.1 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Service Provider to MSRLM in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

15.2.2 Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties for such disputes through mutual settlement as per clause no.15.2.1 above.

15.2.3 If the Service Provider is not satisfied with the settlement by MSRLM on any matter in question, disputes or differences, the Service Provider may refer the dispute to the Chief Executive Officer of MSRLM in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise.etc as the case may be Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims, if any, by MSRLM shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

15.2.4 Chief Executive Officer of MSRLM may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Chief Executive Officer of MSRLM decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Service Provider. Such persons may be working / retired employees of MSRLM who had not been connected with the work. The Service Provider shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Chief Executive Officer of MSRLM will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Service Provider.

15.2.5 In case, the Service Provider opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Service Provider may refer to the Chief Executive Officer of MSRLM for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Chief Executive Officer of MSRLM as per the procedure described in 15.2.4 above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

15.2.6 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

15.2.7 The language of proceedings, documents or communications shall be in English and

the award shall be made in English in writing.

15.2.8 The conciliation/arbitration proceedings shall be held at a place decided by Conciliator /Arbitrator.

15.2.9 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by MSRLM and shall be shared equally between MSRLM and the Service Provider.

15.2.10 Settlement through Court

It is a term of this contract that the Service Provider shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences as stated above.

15.2.11 Suspension of work

The Obligations of MSRLM, and the Service Provider, as the case may be shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation / arbitration nor shall payments to the Service Provider continue to be made in terms of the contract.

15.2.12 The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties

15.2.13 Jurisdiction of courts for dispute resolution shall be Mumbai only.

15.3 Taxes and Duties

The service provider shall be entirely responsible for all taxes, charges, stamp duties, license fees, and other such levies imposed. Service tax/GST amount will be paid by MSRLM upon submission of tax invoice

15.4 Confidential Information

The TIA and the successful service provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

The TIA shall not use such documents, data, and other information received from the successful service provider for any purposes unrelated to the Contract. Similarly, the successful service provider shall not use such documents, data, and other information received from the TIA for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

15.5 Change in laws and Regulation

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the the Contract Price, then such Contract Price shall be correspondingly increased or decreased, to the extent that the successful service provider has thereby been affected in the performance of any of its obligations under the Contract.

15.6 Force Majeure

The successful service provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful service provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful service provider. Such events may include, but not be limited to, acts of the TIA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful service provider shall promptly notify the TIA in writing of such conditions and the cause thereof. Unless otherwise directed by the TIA in writing, the successful service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15.7 Termination

The TIA may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified below:

- a) If the successful service provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the TIA may have subsequently approved in writing.
- b) If the successful service provider becomes (insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- c) If the successful service provider, in the judgment of the TIA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- d) If the successful service provider submits to the TIA, a false statement which has a material effect on the rights, obligations or interests of the TIA.
- e) If the successful service provider places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to the TIA.
- f) If the successful service provider fails to provide the quality services as envisaged under this Contract, the TIA may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The TIA may decide to give one chance to the successful service provider to improve the quality of the services.
- g) If the successful service provider fails to comply with any final decision reached as a result of arbitration proceedings.
- h) If, as the result of Force Majeure, the successful service provider is unable to perform a material portion of the Services for a period of not less than 60 days.
- i) In any event, the TIA is entitled to terminate if and only if the breach is not remedied within a stipulated time period.

In the event, the TIA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful service provider shall be liable to the TIA for any additional costs for such similar services. However, the successful service provider shall continue performance of the Contract to the extent not terminated.

15.8 Assignment

The successful service provider shall not assign, in whole or in part, their obligations under this Contract, to any other party.

15.9 Power to waive Fines

The power to waive fines and penalty vests with the CEO, MSRLM.

15.10 Indemnification

The success service provider shall indemnify the TIA against all actions, suit, claims and demand or in respect of anything done or omitted to be done by successful service provider in connection with the contract and against any losses or damages to the TIA in consequence of any action or suit being brought against the successful service provider for anything done or omitted to be done by the successful service provider in the execution of the contract.

15.11 Saving Clause

No suits, prosecution or any legal proceedings shall lie against the Chief Executive Officer, Maharashtra State Rural Livelihoods Mission or any person for anything that is done in good faith or intended to be done in pursuance of tender.

15.12 Notices

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Tender Inviting Authority:

Chief Executive Officer

Maharashtra State Rural Livelihoods Mission (MSRLM)

5th Floor, CIDCO Bhavan, South Wing, CBD Belapur, Navi Mumbai-400614
(Maharashtra)

Service Provider: To be filled during contract signing.

16. Special Condition of contract

16.1 Obligation of Service Provider

- a. The Service provider shall, if and when so requested by MSRLM, will provide the personnel at the agreed monthly salary.
- b. It shall be the responsibility of the service Provider to verify the qualification and experience of the outsourced. Candidates will be examined for performing the defined functions by MSRLM and MSRLM reserves the rights to verify and check the credentials and qualification of the outsourced. If during the course of engagement of any outsourced personnel, it comes to notice of MSRLM that he/she has misrepresented the fact about his/her qualification/experience, the Service Provider will have to terminate the service of such staff immediately and shall provide suitable replacement within two weeks time.
- c. If the performance of the outsourced personnel is unsatisfactory, MSRLM shall give a notice of 15 days to the Service Provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after 15 days of such Communication, the Service Provider shall provide a replacement acceptable to MSRLM within two weeks time.

- d. The Service Provider shall make actual disbursement of salary to the outsourced Person as agreed with MSRLM and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of MSRLM.
- e. In case the services of the Service Provider are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by MSRLM from time to time the same can be terminated by MSRLM on giving of a notice of one month. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Service Provider. In case corrective action is not taken, MSRLM shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of professional staff, inability to provide replacement, discourteous behavior, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.
- f. The Service Provider shall not terminate the services of professionals unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Service Provider, such action should be taken only with approval of MSRLM.
- g. The Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are upto the performance standards required by MSRLM.
- h. The Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by MSRLM and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended upto date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- i. The Service Provider provides adequate cover to the outsourced persons for death, disability, sickness etc. MSRLM shall not be liable to pay or bear any premium / compensation at any stage in respect of Insurance made by Service Provider to cover the risk (death,disability,sickness) etc. Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to MSRLM and shall act all times to keep the requisite policies validated.
- j. The service Provider should provide a copy of the contract agreement entered between him and the outsourced personnel. The copy of receipt of payment should be submitted by the Service Provider while claiming the amount for the next month.
- k. No relationship of employer and employee shall be entertained between the MSRLM and the outsourced personnel engaged by the Service Provider. The Service Provider

shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.

- l. The Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the MSRLM. The MSRLM shall, under no circumstances be deemed or treated as MSRLM in respect of any person(s) engaged/employed by the Service Provider for any purpose whatsoever nor would the MSRLM be liable for any claim(s) whatsoever of any person(s) of the Service Provider and Service Provider shall keep MSRLM totally and completely indemnified against any such claim(s).
- m. The Service Provider shall maintain all registers required under various Acts, which may be inspected by the MSRLM as well as the appropriate authorities at any time.
- n. The attendance rolls for the personnel deployed by the Service Provider at the premises of MSRLM shall be provided by the Service Provider and it shall be monitored by the Service Provider. These attendance rolls shall be signed by the authorized representative of Service Provider who shall get it verified by the designated officer of MSRLM.
- o. Notwithstanding anything herein contained, the Service Provider will be liable to adequately compensate MSRLM for any loss or damage occasioned by any act, omission or lapse on the part of the Service Provider or of any persons deployed by it pursuant to the Contract.
- p. The Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of MSRLM.
- q. The engagement of outsourced person shall be purely on temporary and on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them in MSRLM that such deputed do not have any claim whatsoever for any regular employment in MSRLM. Any outsourced personnel deputed in MSRLM can be removed any time by giving notice to the Service Provider and the staff in the circumstances provided herein above. The Service Provider will have to provide suitable replacement acceptable to MSRLM within two weeks time.
- r. The outsourced person shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of MSRLM.

16.2 Obligation of MSRLM:

MSRLM will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Service Provider and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of

the law for the time being in force, ensure timely payments for the services as provided in this contract.

16.3 Penalty

In case of any breaches in service, the service provider shall be liable to pay a penalty for an amount of Rs. 500 to Rs.1000 per day per person depending on the nature of Unsatisfactory service. This amount will be deducted from the due amount in the following Conditions:

- a) Payment to the professionals hired by the service provider not made on or before 5th of every month
- b) Vacant positions ;
- c) Any undisciplined behavior by the staff;
- d) Discourteous behavior towards any officer or staff of MSRLM;
- e) Not carrying out the duties listed in the scope of work in a satisfactory manner;
- f) Damage or stealing of any asset or property of MSRLM or officers and staff of MSRLM;

Annexure-A

Schedule of Requirement

1. Name of Position: Skills Coordinator

2. Number of Positions: 351

3. Place of Posting: All blocks in the State of Maharashtra

4. Education Qualification and Experience:

- a) Any graduation with at least 5 years or any post graduation with 3 years experience in Skill development/ Entraprenurship/Job placements/recruitment/community mobilization/capacity building/training/counselling/livelihoods promotion.
- b) Knowledge of Marathi, English, Hindi and MS Office is essential.

Desired Domain Knowledge and Experience:

- Diverse experience on social development models in the state along with knowledge of issues, opportunities and challenges with implementation of large scale skill development and poverty alleviation projects.
- Experience of having worked with vulnerable groups such as Women, PwD, SC/STs and other under privileged sections) aligning all their needs for skill development and job placements.
- Experience in identifying and handholding best practices in Entrepreneurship Development, Skill Development, Training, capacity building, community mobilization, counselling based projects.

Desired Competency and Attributes

- Ability to recognize complexity, analyze and act – Proactive in identifying issues and bottlenecks with ability to think Out of Box for innovative solutions.
- Intensity, Integrity and Intelligence – Willingness to travel ‘extra mile’ in order to work for communities with the ability to translate knowledge into purposeful action
- Inclusive Approach – Sensitive to needs to vulnerable and marginalized communities and including them in the development process

- Team Player- Thrives working in a large team with the ability to demonstrate leadership skills wherever required.
- Integrative Skills - Understands relevant various skill development areas how they are interrelated;
- Articulate and demonstrate clear results – Possesses effective communication skills to deal with different stakeholders with ability to achieving objectives in challenging situations.

6. Consolidated remuneration: Rs. 18,000/-per month

Applicable TA & DA:

- Rs.1500/- per month fixed travel allowance for local travel made in the block.
- Rs.500/- per month mobile allowance /charges
- For out station duty as per the norms defined for block level mission staff of MSRLM.

6. Maximum Age Limit: 40 Years as on 30th

7. Jun 2017

Annexure – 1: Tender Form

(To be submitted on the letterhead of the service provider)

To

Chief Executive Officer,
Maharashtra State Rural Livelihoods Mission,
5th Floor, CIDCO Bhavan, South Wing,
CBD Belapur, Navi Mumbai - 400614
Maharashtra

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide Skills Coordinators under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelop No. B which is made part of this tender.

We undertake, if our tender is accepted, to provide required personnel as per the qualification criteria specified in the tender document.

If our tender is accepted, we undertake to submit the performance security deposit in the form, in the amounts, and within the times specified in the tender document.

We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this tender together with your written acceptance of the tender shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

Signed

Date:

In the Capacity Of:

Duly authorized to sign this bid for and on behalf of

Signature & Seal of Service provider

Annexure – 2

Service Providers Information & performance statement

Particulars	Details
Name of service provider	
Full Address with Telephone and email id	
Year of Registration/Incorporation	
Status of service provider (individual / proprietorship / partnership /private limited /society etc	
Number of employees as on 31st March 2017	
Permanent account number	
Service tax registration number	
EPF registration Number	
ESI registration Number	
Labour License/ Registration under the Contract Labor Act.1970	
Annual turn over of last three financial year i.e. 2013-14, 14-15 & 15-16	
Type of Manpower provided	

Give details of professional manpowers provided on contract basis during the last 5 years in the following format;

Sl. No.	Name of client, address, telephone no	Manpower Provided		Duration of Contract		Remark
		Type of Professional manpower provided	Nos.	From	To	

Signature and seal of the Service provider

Note:

In support of above statement, enclose the copies of supply orders and client's satisfactory certificates.

Annexure – 3:

Format for Financial Bid (Envelope B)

(On service provider's letter head)

Date:

To
Chief Executive Officer
Maharashtra State Rural Livelihoods Mission
5th Floor, CIDCO Bhavan, South Wing
CBD Belapur, Navi Mumbai – 400614
Maharashtra

Subject: Submission of Financial Bid for providing Skills Coordinators to MSRLM on contract basis

Dear Sir,

We hereby offer the below quote for providing Skills Coordinators to MSRLM on contract basis as per the terms and conditions described in the tender document.

Sr. No.	*Service Charges in % of total amount payable to Skilled Coordinators	
	In figure	In words
1		

** Inclusive of all legal dues, overheads costs etc.*

We agree to provide Skills Coordinators on contract basis to the MSRLM in accordance with the terms & conditions mentioned in the Tender Documents as per the rate mentioned above.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive agreements with competitors.

Date:

Seal:

Authorized Signature of the Service Provider

Note: In case of discrepancy between cost quoted in figures and words, the cost quoted in words shall be considered.

(This Financial bid is to be uploaded in PDF)

Annexure -4:

DECLARATION FORM

I / Wehaving
my ouroffice
at.....do declare that I / We
have carefully read all the terms & conditions of tender of the Maharashtra State
Rural Livelihoods Mission , Navi Mumbai for providing Skills Coordinators to
MSRLM on contract basis. The approved rate will remain valid during the
contract period. I will abide with all the terms & conditions set forth in the tender
document.

I/We do hereby declare I/We have not been convicted by any court of Law nor
I/We are derecognized/black listed by any State Government or Central
Government Department/ Union Territory/ Local Authority/ Central and State
Government Undertaking or Government Organizations for participating in the
tender process as on date. I/We agree that the Tender Inviting Authority can
forfeit the Earnest Money Deposit and or Performance Security Deposit and
blacklist me/us for a period of three (3) years, if any information furnished by us
proved to be false at the time of inspection/verification and not complying with
the Tender terms & conditions.

Date:

Seal

Authorised Signature of the service provider

Annexure – 5

Format for Pre – Bid Clarifications

The bidders requiring specific points of clarification may communicate to Maharashtra State Rural Livelihoods Mission during the specified period using the following format:

Name of the Organization submitting query / request for clarification			
Full formal address of the Organization including phone, fax and email points of contact			Tel:
			Fax:
			Email:
Sr. No	Tender Reference (Section No. / Page No.)	Content of Tender requiring clarification	Points of clarification required
1			
2			
3			
4			
5			
6			

Authorised Signature of the service provider

Annexure – 6

Technical and Financial Bid Envelopes checklist

ENVELOPE No. A

Sr. No.	Documents
1	Tender Form as per Annexure-1.
2	Service provider's details & Performance statement for last five years in the format given in Annexure-2 supported by copies of purchase orders/satisfactory certificates issued by the clients.
3	Service Tax Registration certificate and Service Tax clearance Certificate up to 31st March 2017 or the latest copy of the Service Tax return submitted.
4	An Affidavit on non-judicial stamp paper of Rs.100/- specifying that the service provider has not been found guilty and has not been blacklisted or debarred by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations for providing as on the date of submission of bid.
5	An Affidavit by the service provider stating that if any information submitted as a part of this bid is found misleading / false during scrutiny of documents, EMD will be forfeited and service provider will be blacklisted for 3 years.
6	Registration certificate issued by the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts
7	Turnover certificate issued by the chartered accounts for last three years i.e. for the FY 2013-14, 2014-15& 2015-16 (only for the providing manpower services)
8	The Service Provider should have valid labour license under Contract Labour (Regulation & Control) Act, 1970.
9	Registration Certificate / Exemption Certificate for claiming exemption from EMD for the product offered

DOCUMENTS – ENVELOPE No. B

Sr. No.	Documents
1	Financial Bid as per the format given in Annexure – 3.