

**Mahatma Phule Backward Class Development
Corporation Limited (MPBCDC),
Department of Social Justice and Special Assistance,
Government of Maharashtra.**



**REQUEST FOR PROPOSAL (RFP): RFP for Selecting Manpower Service
Provider.**

RFP No. MPBCDC/RFP/Admin/MPSP/2/2024

RFP Date: 11/12/2024

**Mahatma Phule Backward Class Development Corporation Limited (MPBCDC),
GOVERNMENT OF MAHARASHTRA
1-N, Juhu Shopping Center, Gulmohar Crossroad No.9, JVPD Scheme, Juhu, Mumbai.
400049.**

**E-mail:- gm@mpbcdc.in Website:- <https://mpbcdc.maharashtra.gov.in/>
<https://organizations.maharashtra.nextprocure.in>**

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**MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LIMITED (MPBCDC)
REQUEST FOR PROPOSAL (RFP) FOR SELECTING MANPOWER SERVICE PROVIDER.**

E-Tendering Portal: <https://organizations.maharashtra.nextprocure.in>

NOTICE INVITING BIDS

1.1. Overview: Mahatma Phule Backward Class Development Corporation Ltd., Mumbai, desires to engage a Service Provider to provide manpower services for various posts, including Public Relation Officer, Digital Officer, Assistant, Junior Clerk, Driver, and Peon, at its headquarters in Mumbai and other regional offices. The contract will be for three years, extendable or curtailed based on performance and terms outlined in this RFP.

1.2. Invitation: Online quotations are invited from eligible and experienced Service Providers through the e-Tendering portal.

1.3. Time Schedule of e-Tender Notice

| Sr. No. | Details | Start Date | End Date |
|---|---|--|------------|
| 1 | Sale of Tender document & Document Download | 11/12/2024 | 02/01/2025 |
| 2 | Pre-bid Meeting date (Online / Offline) | 20/12/2024 | |
| 3 | Last Date and time of Bid Submission | 03/01/2025 | |
| 4 | Opening of Bid | | |
| 4 (a) | Date and time of opening of Technical Bid | 03/01/2025 at 15:00 Hrs | |
| 4 (b) | Date and time of opening of Price Bid | Will be informed later. | |
| TIME SCHEDULE OF OPENING OF THE e-TENDER | | | |
| 1. | RFP No. | MPBCDC/RFP/Admin/MPSP/3/2024 | |
| 2. | MODE OF TENDER | Online submission of Part I - and Part II Techno- Technical Bid-Commercial and Price Bid through https://organizations.maharashtra.nextprocure.in | |

| | | |
|----|---|---|
| | | The intending Bidders are required to submit their offer electronically through this e-tendering portal. No physical tender is acceptable. |
| 3. | Date of publication of RFP through Publication in MPBCDC websites : https://www.mpbcdc.maharashtra.gov.in and https://organizations.maharashtra.nextprocure.in | 11/12/2024 |
| 4. | Last Date of Sale of tender at https://organizations.maharashtra.nextprocure.in | 02/01/2025 at 10.00 Hours |
| 5. | Date & Time of Submission of tender at https://organizations.maharashtra.nextprocure.in | 03/01/2025, 15:00 Hrs |
| 6. | Date and time of opening of Part-I (Techno-Technical Bid) | 03/01/2025, 16:00 Hrs |
| 7. | Date and time of opening of Part-II (Price Bid) | Will be informed latter |

Key Details

1. Website for Tender Documents:

<https://organizations.maharashtra.nextprocure.in> **Tender Fees:** Rs. 10,000/- (+18% GST) (Non-Refundable) to be paid online by NEFT / RTGS.

2. Earnest Money Deposit (EMD): Rs. 5,40,000/- (Rupees Five Lakhs Forty Thousand Only) to be paid online by NEFT / RTGS / payment Gateway provided on E-tendering portal <https://organizations.maharashtra.nextprocure.in> or in the form of Bank Guarantee.

3. Submission: Online submission only through the e-Tendering portal.

4. Technical and Financial Proposals: Bidders must submit technical and financial proposals in the formats provided in the RFP document.

5. Pre-Bid Meeting: A pre-bid meeting will be conducted on **20/12/2024** at 12:00 PM via offline / virtual platform (details in the tender document).

Contact Information: For assistance with e-Tender submissions, please contact the Help Desk at <https://organizations.maharashtra.nextprocure.in>

DEFINITIONS AND E-RFP DATA

A. DEFINITIONS:

1.0 MPBCDC:

MPBCDC shall mean the 'Mahatma Phule Backward Class Development Corporation Ltd. (a Govt. of Maharashtra Undertaking) having its registered office and /or HO/ any of the office outside Mumbai and/or any of its Regional /Dist. office. The Headquarter of the MPBCDC Ltd is Mumbai.

1.1 REGISTERED ADDRESS FOR COMMUNICATION :

MPBCDC LTD (A Govt. of Maharashtra Undertaking).
1-N, Juhu Shopping Center, Gulmohar Crossroad No.9, JVPD Scheme, Juhu,
Mumbai. 400049.

1.2 WEBSITE:

Web Site means official web sites for e-tendering having following web addresses:

<https://organizations.maharashtra.nextprocure.in>

Website means Official Website of MPBCDC <http://www.mpbcdc.maharashtra.gov.in>

1.3 MANAGING DIRECTOR:

MANAGING DIRECTOR shall mean MANAGING DIRECTOR of MPBCDC Ltd.

1.4 GENERAL MANAGER:

GENERAL MANAGER shall mean General Manager of MPBCDC Ltd.

1.5 CONTRACTOR:

Contractor shall mean the, firm or company who enters into contract, with the MPBCDC LTD and shall include their executors, administrators, successors and submitted assignees.

INVITATION OF RFP

Interested Tenderers may download further information on the Tender Form and inspect the Tender Documents from-<https://organizations.maharashtra.nextprocure.in>

1. Tender Documents fee shall be paid by NEFT / RTGS. EMD must be paid by using NEFT/RTGS /Bank Guarantee (Bank Details Provided In the tender document) and upload its receipt online in pdf/jpg/zip. Department will verify transaction number of paid amount of Tender fees and EMD after technical opening of tender, if any mismatch occurs that vendor will be rejected for commercial opening.
2. All the contractors have to purchase class II Or Class III digital certificate and digital certificate should be having pair 1. Sign Verification 2. Encryption / Decryption
3. All the contractors have to submit/Upload their documents in .pdf /jpg format.
4. DD/FDR will not be allowed for Tender Fees.
5. MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LIMITED reserve the right to accept or reject, any or all tender(s) in whole or in part, or place the orders in whole or in part, without assigning any reason
6. All the contractors have to bear tender processing fee as mention in the NIT at the time of Online Bid Submission if applicable

Summery Details

| Sr. No | Particulars | Details |
|--------|-------------------------|---|
| 1 | Name of work | Selection of Manpower Service Provider. |
| 2 | Estimated Cost. | — |
| 3 | Offer Document Cost Rs. | Rs. 10,000/- (+18% GST) (Rupees Ten Thousand Only) (+18% GST) (Non- Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card during Tender Document Download Stage. |
| 4 | Earnest money (EMD) | Earnest Money Deposit (EMD) for an amount of Rs. Rs. 5,40,000/- (Rupees Five Lakhs Forty Thousand Only) |
| 5 | Mode of payment (EMD) | RFP and E.M.D. amount shall be paid through NEFT/RTGS. |

| | | |
|----|---|---|
| 6 | Security Deposit | 5% of the amount of total amount of the expenditure per year incurred by MPBCDC for Man power supply. |
| 7 | Mode of Submission of RFP | RFP should be Submitted online on https://organizations.maharashtra.nextprocure.in |
| 8 | Period of Work | 3 Years |
| 9 | Contact Details of MPBCDC Official Address: Email: Phone: | 1-N, Juhu Shopping Center, Gulmohar Crossroad No.9, JVPD Scheme, Juhu, Mumbai. 400049. dgm.admin@mpbcd.in Shri. Jitendra Deokate, DGM (Admin) - 7769069970 |
| 10 | Any addendum / corrigendum /cancellation | Any addendum/corrigendum/cancellation of above RFP will be published on the web-site https://organizations.maharashtra.nextprocure.in |
| 11 | Bid Documents | Bid Documents consisting of, information and eligibility criteria, plans, specification and schedule of quantities of the works are available on web-site https://organizations.maharashtra.nextprocure.in and the set of terms and conditions of contract and other necessary documents can be seen on the web-site till last date of sale and receipt of RFP papers. Interested Bidder may obtain further information at the web-site Portal https://organizations.maharashtra.nextprocure.in |
| 12 | Bid Documents acceptance period | The bid for the work shall remain open for acceptance for a period of 180 days from the last date of receipt of bids. If any Bidder withdraws his bid/ offer before the said period or makes any modification in the terms and condition of the bid, the EMD at the time of submission of RFP shall stand forfeited. |
| 13 | Other details | Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding documents which is available in web-site https://organizations.maharashtra.nextprocure.in |
| 14 | Documents to be uploaded | The PDF copies of original Documents should be uploaded on above mentioned web-site as per Para of this RFP Booklet and should be produced in the verification on demand after opening of the Technical Bid. The Bidders who participated in the on-line bidding can witness opening of the bid from |

| | | |
|----|--|---|
| | | any system logging on to the portal https://organizations.maharashtra.nextprocure.in away from opening place. The bids can only be opened by the pre designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and transaction in the next working day. |
| 15 | RFP Acceptance Authority | Managing Director, MPBCDC |
| 16 | Bank Details for the submission of Tender Fees and EMD | Party Name:- Mahatma Phule Backward Class Development Corporation Ltd. Bank Name : ICICI Bank Branch :- SV Road Andheri W Mumbai 49 Account Number:- 001105026934 IFSC Code :- ICIC0000011 |

This tender document is not transferable.

The MPBCDC reserves the right to accept any of the applications or reject any or all the applications received for the above subject without assigning any reason thereof.

In order for MPBCDC to meet the target dates, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. MPBCDC shall adhere to the above schedule to the extent possible. MPBCDC, however, reserves the right to modify the same.

Sd/-
G.M. (Admin)

CHECK - LIST

Bidders are requested to duly fill in this Check List. This checklist contains certain important parameters only so as to facilitate the bidder to make sure that the necessary data/information is provided. This, however, does not relieve the bidder of his responsibility to make sure that his offer is otherwise complete in all respect. Bidders are requested to tick mark the relevant option.

| | | |
|------|--|----------|
| I. | Whether the bidder has completed the Letters of Transmittal as per format given in the offer document. | YES / NO |
| II. | Whether the requisite receipt of Earnest Money Deposit (EMD) from the bidder has been enclosed with the technical proposal. | YES / NO |
| III. | Whether the following details have been furnished: | |
| | Information of the Organization as per format given in offer document including Certified copies of Profit & Loss Account, Balance Sheet etc., | YES / NO |
| | Power of attorney of the person signing the offer and attested signature of the signatory. | YES / NO |
| | Has it been ensured that there are no over-writings in the offer? Have corrections been properly attested by the persons(s) signing the Bid | YES / NO |
| IV. | Are all the pages of the offer submitted consecutively numbered, signed and stamped by the person(s) signing the offer. | YES / NO |
| V. | bidder has quoted his offer strictly as per the form of financial offer given in the offer document. | YES / NO |
| VI. | Documents related to Eligibility criteria As mention in pre-qualification criteria | YES/NO |

(Signature of bidder)

SECTION - 1
INTRODUCTION

INTRODUCTION

1. BACKGROUND:

MPBCDC, a State govt. owned Corporation, has implemented many schemes for the economical upliftment of scheduled caste & Navboudhas & Safai Karmacharis.

In this context, it has been observed that MPBCDC needs adequate and efficient manpower having the required knowledge and expertise that can contribute and ensure that MPBCDC achieves its targets and keeps on improving the Brand Image as a Major backward development Entity.

For this purpose, MPBCDC intends to appoint Selection service Provider to provide Manpower to help MPBCDC to appoint competent personnel to achieve the desired objectives. The Agency is expected to deploy full time professional team specialists in the field of recruitment and selection to meet the requirements of MPBCDC from time to time.

2. ELIGIBILITY CRITERIA:

Please attach supporting documents for the following as per the Check List (other than the Annexure):

- 2.1 Bidder Company which should be a Limited / Private Limited Company only, registered under the Companies act, 1956 and who qualify the tender conditions and qualification criteria, is eligible to participate and submit its offer against this tender invitation. Joint Venture (JV)/ Consortium shall not be permitted to submit this tender. Attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies shall be acceptable.
- 2.2 Manpower Supply Agency should have at least 7 years' experience of work (Providing manpower related services) and should have head office & corporate office in Mumbai with at least Two branch office in rest of Maharashtra.
- 2.3 The Average annual turnover of the bidder shall be Rs. 50.00 Cr. or more from Providing Manpower Related Services in last three F.Y years i.e. 2021-2022, 2022-2023 & 2023-2024 to qualify.
- 2.4 Tenderer shall produce Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. 2021-2022, 2022-2023 & 2023-2024 certified by the Auditor along with Certificate from Chartered Accountant with UDIN for Annual turnover of last 3 financial years (F.Y.) i.e. 2021-2022, 2022-2023 & 2023-2024 in the format given in Annexure C (Values as per the certificate should be reflected on the ICAI portal. If not reflected, the same shall be rejected)

- 2.5 The Bidder should have experience of at least one work order in hand or satisfactorily completed for providing Manpower Related services including any Skilled, Semi-Skilled & Unskilled Category of Manpower in the Government Departments / Public Sector (Central or State)/ Municipal Corporations, in a single work in Maharashtra. Each such individual experience submitted for qualification should have completed value of Minimum Rs 100 crore (Rupees One Hundred Crores) in last Seven financial years & Current Financial Year i.e. 2017-18 to 2023-24 and 2024-2025. For vast experience in providing Manpower Related services, the bidder should submit proof in terms of WO & Certificate of ongoing/ completed work from the Work issuing authority, clearly indicating the nature and quantum of manpower involved in the said work as well as the tenure of experience.
- 2.6 The Bidder should have an experience of providing Manpower Related services including any Skilled, Semi-Skilled & Unskilled Category of Manpower, to multiple locations, (minimum 100 locations), in single work, in the Government/ Semi-Govt. Departments/ Public Sector (Central or State)/ Municipal Corporations in Maharashtra having minimum completed value of Rs. 100 crores (Rupees One Hundred Crores) in last three financial years & Current Financial Year i.e. 2021-22, 2022-23, 2023-24 and 2024-2025 financial year
- 2.7 The bidder should have experience of providing Manpower Related services/ contract across various districts of Maharashtra in the Government Departments / Public Sector (Central or State) / Municipal Corporations during last three financial years previous to the date of submission
- 2.8 Registration: The Bidder should be registered with the Income Tax and also registered under the Labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation, Group Gratuity, Labour License with minimum 150 labour. Attested copy of PAN, GST, Labour Registration, EPF Registration, ESIC Registration, Labour License, etc.
- 2.9 The Bidder should have vast experience in providing manpower related services or facility management Services in handling, minimum 5000 numbers on payroll as on last date of submission of tender. Copy of PF Challan of any one month from the last three month preceding the bid due date is mandatory.
- 2.10 The Bidder should have a minimum positive Net-worth of Rs. 50 Crores as on 31-03-2024.
- 2.11 The bidder should have valid ISO 9001, ISO 14001, & OHSAS / ISO 45001.
- 2.12 The Bidder should have valid empanelment with any State / Central Public Sector Unit.
- 2.13 i) An affidavit in Rs. 100 non-Judicial stamp paper declaring that the tenderer have not been blacklisted by any State/ Central/ Quasi Government bodies in last five Financial years and the blacklisting is not in force as on the last date of bid submission.
- (ii) Termination / full or partial Cancellation / forfeiture of EMD and/or Security Deposit / non-execution of contract agreement, pertaining to any tender of the Corporation/State/Central/PSU in the last 5 years as on date of tender opening, will entail disqualification.
- (iii) Further, if the tenderer is found blacklisted in India before award of contract by any Government agency, the Tender will be rejected.

3. SCOPE OF WORK, STATUTORY AND CONTRACTUAL OBLIGATIONS & TERMS OF PAYMENTS OF MANPOWER SUPPLY AGENCY:

- 3.1 The Manpower Supply Agency will have to provide manpower as per the qualification, age and experience prescribed by MPBCDC as per the Annexure -G. MPBCDC reserves the rights to relax the said criteria.
- 3.2 As per the requirement of MPBCDC and the CTC / Eligibility Criteria decided by MPBCDC; the Manpower Supply Agency shall provide the profiles of suitable candidates in the ratio minimum 1:2 and upon receipt of the confirmation from MPBCDC the selected candidates shall be deployed by the agency as time to time suggest and at places chosen for it.
- 3.3 The staff requirement as indicated in the tender document is only tentative and may vary depending upon the volume of work, functional requirements etc. Any variation in the requirement of staff shall be communicated to the Agency at the sole discretion of the MPBCDC.
- 3.4 Interview of manpower to be supplied: Service Provider shall make manpower (proposed to be supplied) available for personal interview, skill test and verification of papers, credentials and antecedents (before acceptance) within 7 days of placement of Letter of Award. Full details of the manpower provided by the Service Provider including name, address, Aadhar card, recent passport size photo, evidence of educational & professional details and experience of working in offices other than the office of the MPBCDC shall be furnished by the selected Service Provider in the format given in this document during such verification. Service Provider shall ensure assistance to the MPBCDC so that the entire process of personal interview and/or verification is completed within 30 days of the issue of the LOA. The decision regarding suitability of person(s) for deployment in this office for performing the outsourced services shall be exclusively that of the MPBCDC.
- 3.5 Confirmation of preparedness: After communicates names of selected manpower, the Service Provider shall be required to confirm preparedness in 30 days after issuing LOA If Service Provider fails to confirm or provide as above, MPBCDC shall be entitled to cancel the purchase order and award the contract to the second-best bidder without going into RFP or inviting fresh process again. Also, such failure shall entitle MPBCDC to levy penalty @ 0.5% (half percent) per day to be calculated on the total value of the contract for all the person(s) covered in the contract for the total period of the contract subject to a maximum of 5% (five percent) of such total value of the contract

and the MPBCDC shall be entitled to recover the same by adjustment with Performance Security furnished by the defaulting Service Provider.

- 3.6 **Manpower should conform to qualification and experience:** The manpower supplier must conform to the prescribed educational qualification and/or work experience and must make themselves available for personal interview & verification before final acceptance.
- 3.7 **Engagement of manager or representative to supervise work by outsourced persons:** Service Provider shall deploy suitable Manager at HO of MPBCDC to oversee and manage attendance, punctuality, performance, discipline issues of outsourced persons and also to regularly liaise and coordinate with and respond to queries or complaints by the MPBCDC or MPBCDC. If such person and managerial and liaison service is not available and calls and other communication from the MPBCDC is not responded, the same will be considered a serious lapse and deficiency on the part of Service Provider and the case may be processed for termination of the contract after giving opportunity of being heard.
- 3.8 **Liability for impermissible acts:** Service Provider & the person(s) selected for performing/ providing the outsourced functions/services shall be, jointly and severally, liable for any/all damage(s) or punishments or other consequences due to their undesirable or unethical or illegal or impermissible acts or behaviour, whether in the course of their duty & work related to the performance of the outsourced functions/services or whether in relation to any other matter, whether inside the premises where they are deployed or outside such premises. The Service Provider shall be solely and completely responsible for observance of discipline of the deployed person(s), including strict punctuality and observance of work hours/timings.
- 3.9 **Maintenance of confidentiality:** Service Provider and persons deployed by the Service Provider with the MPBCDC for performance of outsourced services shall be bound to keep secret or confidential and not disclose or share with anyone the information or data or facts or documents etc, by whatever name called, that may come into their knowledge or possession while working in or due to their association with the MPBCDC. In case of any offence or failure in this regard the Service Provider and the offender outsourced personnel shall be liable to prosecution under Indian Penal Code, 1860, Information Technology Act, 2000, Official Secrets Act, 1923 and all other law as may be applicable which may carry imprisonment, penalty, deductions and fine. Every outsourced person must sign appropriate confidentiality agreements in the prescribed pro forma to protect the confidential and sensitive information of the organization and required to agree and sign non-disclosure obligations. Users are required not to disclose organizational information derived as a result of their access to the Department's Information Systems to unauthorized parties. Outsourced persons or Service provider shall not bring or use own pen drive or other storage device or store any official information in these. If any instance comes to notice it will be considered breach of

contract and agreement. Action including recovery of money as penalty or loss recoupment from wages bills or termination of service of offender person or termination of contract with Service Provider or prosecution would be taken against contractual workers and Service Provider for any violation. The information assets of the Department available with terminated individuals shall be taken back and all their access rights (both physical and logical) shall be removed immediately.

- 3.10 **Maintenance of discipline and decorum:** It shall be ensured by the Service Provider that the persons provided and deployed by the Service Provider with the MPBCDC for performance of outsourced services are polite, cordial, loyal, disciplined, sincere, punctual, positive and efficient while handling the assigned work and their actions should promote goodwill amongst the officers/officials of the MPBCDC or general public and their conduct should in no way demean the image of MPBCDC or the Government. They will abide by office dress code and come to office in formal attire only. They will not attempt or commit any illegal or immoral acts or consume alcohol or drugs and always adhere to conduct rules applicable in State Government offices. Breach of these shall make them liable to be discharged immediately and in case of such discharge the Service Provider shall be bound to provide and deploy substitute personnel of satisfactory competence and antecedent in replacement of discharged personnel immediately. Decision of the MPBCDC in this regard shall be final.
- 3.11 **Non-interference:** It shall be ensured by the Service Provider that the persons provided and deployed by the Service Provider with the MPBCDC for performance of outsourced services shall in no way interfere with the duties and work of the officers and officials of the MPBCDC or the Government.
- 3.12 **Replacement of personnel:** The MBCDC may direct the Service Provider to replace from the site of work any manpower supplied by the service provider for reasons of incompetence or misconduct or indiscipline or security risk or conflict of interest or breach of confidentiality or deterioration of health or incapacity due to any mishap or any other reason prejudicially affecting interest of the MPBCDC or the Government and in such case the service provider shall forthwith comply with such direction.
- 3.13 **No right to claim employment:** There will not be any relationship of employer and employee or principal and agent between the MPBCDC or its Subsidiary and outsourced persons/contract labour. Outsourced personnel supplied by the selected Service Provider shall not be entitled to any kind of permanent/ temporary employment or engagement or absorption in the office of the MPBCDC or State Government in future on the basis of services provided by them under the contract, entered into between the Service Provider and the MPBCDC, for supply of manpower.
- 3.14 **No right to claim continued deployment as outsourced personnel:** Their engagement in pursuance of this RFP shall not entitle the outsourced personnel supplied by the selected Service Provider to any right to even continued service as outsourced personnel for any particular period.

The Management of MPBCDC or any other office of MPBCDC shall not be under any obligation to outsource them through present or any future Service Provider for any period at any point of time whatsoever. They shall not claim such right before any authority or Tribunal, relating to labour dispute or in any court of law. They have to furnish an undertaking in this regard in prescribed format.

- 3.15 **Leave application:** Outsourced personnel shall send leave application to Service Provider with copy to the MPBCDC. No payment will be made to the Service Provider for any manpower for the days of absence from duty of such department manpower deployed by him unless a substitute has been provided immediately and that substitute has worked in the same manner and for the same period as the regular manpower supplied by the Service Provider.
- 3.16 **Attendance record:** The office of the MPBCDC will maintain an attendance register regarding the number of days on which the person (s) deployed by the Service Provider actually work and also the overtime hourly work done by them in respect of all person (s) deployed by the Service Provider on the basis of which monthly payment to be made to the Service Provider will be decided.
- 3.17 **Separate bills:** Bills will be submitted by the Service Provider in respect of person (s) deployed by him separately showing name-wise attendance of each outsourced person the number of working days put in by the manpower supplied. Copy of certificate or letter obtained by contractor from concern officer of MPBCDC under whom he/she required to work showing discharged satisfactory performance to be attached with bills.
- 3.18 **Rates in words and figures:** Rate(s) must be quoted in words and figures as per the definition of "Rate" in this document. Different rates must be furnished in cases of different categories of manpower.
- 3.19 **Total value of contract to be stated:** The total value of the contract must be stated for Three year for supply of manpower for performing the outsourced services.
- 3.20 **Payment of GST:** Payment of GST, if applicable, will be reimburse to the successful contractor on submission of evidence of payment of GST on last payment with bills.
- 3.21 **Payment of wages by 10 th day of next month:** Service Provider shall pay to the person (s) supplied by him to the MPBCDC through Bank Transfer to the Bank Account of the Person(s) supplied, preceding month remuneration(s)/ salary(ies) dues/overtime payment(s) on monthly basis on 10th day of succeeding month even if payment is not received from the MPBCDC. Payment of wages by Service Provider to outsourced persons shall not be condition precedent or linked with payment of bills by MPBCDC. Selected Manpower supplier will have to give an undertaking in this regard stating his ability to pay from own resources before receiving payment of bill from MPBCDC.
- 3.22 **Submission of bills latest by 10th of next month:** Thereafter, Service Provider will submit the bill, in triplicate, along-with the above documents, in respect of a particular month by the 10th day

of the following month. The payment will be released after deduction of taxes at sources under the laws in force. Service Provider shall submit along with the monthly bill for payment, evidence of payment of salary within 7th day 15 of next month like Bank statement, salary slip of each such person deployed in this office, clearly stating the monthly wage/remuneration/ salary paid/ credited, employer's & employee's contribution paid/credited under the EPF & MP Act, 1952, employer's & employee's contribution paid/credited under ESI Act, 1948 and the overtime payments, if any, paid/credited, to such person (s) supplied by him to the MPBCDC. Bills will not be paid if such evidences are not attached with bills.

3.23 No payment unless actually paid to outsourced persons: No payment will be made to the Service Provider, under any circumstance, until and unless the Service Provider has actually paid to the person (s) supplied by him to the MPBCDC, remuneration(s)/salary(ies)/dues/overtime payment(s) for the preceding month by the 7th day of the succeeding month and also, until and unless, the Service Provider has submitted along with the monthly bill for payment, salary slip of each such person deployed In this office, clearly stating the monthly wage/remuneration/salary paid/credited, employer's & employee's contribution paid/credited under the EPF & MP Act, 1952, employer's & employee's contribution paid/credited under the ESI Act,1948 and the overtime payments, if any, paid/credited, to such person(s) supplied by him to the MPBCDC.

3.24 Service provider to pay wages from own resources: MPBCDC shall make all efforts to pay bills within 30/90 (Thirty) (ninety) days of receipt of the monthly bill from the selected Service Provider. However, even in the event of non-payment of bills within the stipulated period for nonavailability of fund etc. reasons, the Service Provider shall be bound to continue deployment of the person(s) in the office of the MPBCDC or any other place as instructed. Service Provider shall be required to furnish an undertaking with the technical bid affirming his capability to pay from his resources up to 2 (two) months.

3.25 Details in bill: Service provider shall submit single bill in respect of all outsourced personnel but shall give individual person's name and number of days he/she worked. Bills must not be just by showing total number of persons and total amount of bill. Service Provider shall verify before submission of bill from the office of the MPBCDC whether any of the outsourced persons was absent. Payments to the service provider would be strictly on certification by the office of the MPBCDC that service was satisfactory and attendance shown in the bill preferred by the service provider is correct.

3.26 Giving pay slips and records of payment to outsourced persons for transparency: It shall be the duty of the service provider to pay their remuneration every month on time and provide them with salary slips by whatever name called bearing proper details of the remuneration, provident fund and ESIC dues contributed by the employer and the employee and this office shall not be responsible for payment of any kind of remuneration to the manpower so supplied even if Service

Provider has not paid them. All disputes between Service Provider and outsourced persons shall be decided by themselves.

- 3.27 **No liability of MPBCDC for mishap:** In the event of any mishap or accident in respect of any such person(s) supplied to this office by the Service Provider, whether during work/office hours or otherwise or whether inside or outside the office premises, no responsibility/liability (whether pecuniary, civil or criminal) shall lie with the office of the MPBCDC or Government of Maharashtra and the Service Provider shall be solely responsible for any responsibility/ liability.
- 3.28 **Service provider should be contactable:** Service provider shall be contactable at all times and message sent by phone/ email/fax/ special messenger from this office to the service provider shall be acknowledged immediately on receipt of the same on the same day. The office of the MPBCDC shall maintain a log book of calls made and letters sent to Service Provider vis-a-vis responses received or not received. Failure to respond shall be considered as failure to give required service and the Service Provider may terminate contract after giving opportunity of being heard.
- 3.29 **Instructions to be followed strictly:** Service provider shall strictly follow the instructions issued by this office in fulfillment of all terms and conditions of contract from time to time.
- 3.30 **No liability for theft, damage etc.:** MPBCDC or the Government shall not be liable in any manner for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the person(s) supplied by the service provider.
- 3.31 **Responsibility of outsourced persons to take care:** Service Provider shall ensure that the goods, materials and equipment's etc. supplied to the person(s) for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for all acts of omission and commission on the part of those person(s). If it is proved that any outsourced person has damaged or destroyed or stolen or caused harm to any of the assets of the office of the MPBCDC, the concerned outsourced person and the Service Provider shall be liable jointly and severally to face all types of actions including compensatory recovery.
- 3.32 **Increase and decrease of number of persons:** The MPBCDC may increase or decrease the number of persons supplied for performance of outsourced services at any time depending upon the work in the office of the MPBCDC and the service provider shall be bound to increase or decrease the number of persons supplied for performance of outsourced services on receipt of such a request from the MPBCDC.
- 3.33 **Execution of contract:** The successful bidder shall enter into an agreement/contract by signing it as well as copy of this RFP with the MPBCDC for supply of manpower for performance of outsourced services at the terms and conditions specified in this RFP. The contract will be valid for a period of 3 year commencing from 00/st April, 0000 up to 0000st March, 0000.
- 3.34 **Amendment:** The contract under this RFP may be amended if directed by any authority superior to the MPBCDC and mutually agreed by the Service Provider.

- 3.35 **Revision of wage rates:** The manpower wages will be revised and payable by the authority as and when minimum wages are revised by the State Government to the successful contractor.
- 3.36 **Termination of contract by Service Provider by giving 2 (two) months' notice:** The original contract or a new contract for incorporating additional terms and conditions/for extension of the period of validity of the original contract can be terminated by Service Provider by giving 2 (two) months' notice in advance.
- 3.37 **Termination by MPBCDC giving 1 (one) month's notice:** MPBCDC can terminate the agreement and engage any other Service Provider by giving 1 (one) month's notice if one or more of the terms & conditions mentioned in this RFP or agreement are not fulfilled or violated or any of the rules and regulations made by the Government makes it necessary to do so.
- 3.38 **Prohibition against sub-contract etc.:** Service provider shall not assign, transfer, pledge or sub-contract the services of the person(s) without prior consent of MPBCDC.
- 3.39 **Service provider entitled to only service charges only:** Service provider shall be entitled to only the service charges as claimed in the Financial Bid. The minimum service charge bidder need to quote as per notification No. F.6/1/2023-PPD dt. 6th Jan, 2023 & No. F.6/1/2023-PPD dt. 17th Jan, 2024 Government of India Ministry of finance department of expenditure Procurement Policy Division.
- 3.40 **Prohibition against misleading or malicious publicity prejudicial to the image of the MPBCDC authority or MPBCDC:** Service Provider shall not term or call or write or publicize in any manner the deployment of persons in pursuance of this RFP as of MPBCDC. If Service Provider wants to place any advertisement or publicity in this regard anywhere, he shall be bound to submit application for permission at least 15 days in advance and obtain permission in writing. Failure to do so shall make him liable to cancellation of award of contract or blacklisting or prosecution in court of law as may be decided by MPBCDC.
- 3.41 **Withdrawal of personnel:** On expiry of the contract, Service provider shall withdraw all its personnel from 0000 hours midnight of the day immediately succeeding the date on which contract expires.
- 3.42 **Prohibition against engagement of minors:** It shall be ensured by the Service Provider that the persons supplied and deployed by the Service Provider with the MPBCDC for performance of outsourced services shall not be minors or prosecuted in any court of law or convicted for any offence or blacklisted/rusticated/expelled by any other office. They must be citizens of India.
- 3.43 **Right to award part-contract to different bidders:** MPBCDC reserves the right to award the agreement/contract to different Service Providers in respect of requirements in different categories of person(s).
- 3.44 **Resolution of disputes:** In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Managing Director, MPBCDC, whose decision shall be final and binding on both the parties.

- 3.45 **Jurisdiction with courts in Mumbai only:** Any dispute regarding any matter related to this RFP or subsequent matters arising out of this RFP shall be subject to the jurisdiction of the Court(s) at Mumbai (Maharashtra) only.
- 3.46 The contractor / company / agency shall comply with all the legal requirements and provisions under Minimum Wages Act, 1948 including obtaining license under Contract Labour (R&A) Act, 1970, registration with EPF and ESIC, Service Tax etc. as may be applicable.
- 3.48 The Manpower Supply Agency shall monitor the attendance of all associates appointed as per clause no 3.17 and accordingly release their salaries every month.
- 3.49 In addition to the monthly wages & statutory compliances towards the eligible staff engaged by the contractor/company/agency shall be paid by the Contractor at the Govt. prescribed rates and the contractor/company / agency shall deposit the prescribed contribution (employee's contribution /employer's contribution) to the concern govt. agency well in time in the account of the concerned employee.
- 3.50 Proof of challan/receipt issued by Regional Provident Fund Commissioner (RPFC) etc. for the payment made towards applicable Provident Fund, ESI etc. for the previous month and proof of payment towards compliance of other statutory provisions for the previous month for each person hired by Manpower Supply Agency shall have to be submitted along with the bill/invoice.
- (a) The agency shall make regular and full payment of salaries and other payments as due, as per the labour laws to its personnel deputed under service contract through NEFT Transfer the rates mentioned. Except the statutory deductions like TDS, no other amount shall be deducted from the fixed remuneration.
 - (b) Ensure statutory compliance like EPF, TDS deduction etc. as required by the prevailing norms.
 - (c) The payment to personnel by the Contractor/ firm / agency should be made on or before 7th of every month. However, 7th being holiday, wages should be paid on the preceding working day of that month.
 - (d) The Agency shall also have to deposit the applicable GST/ other applicable taxes to the concerned Govt. Departments wherever applicable.
 - (e) In case, MPBCDC receives any complaint regarding non-payment of wages to the personnel deputed; the amount payable to these personnel will be recovered from your bill and paid to such personnel.
 - (f) The agency would ensure that all its personnel would behave courteously and decently with employees of the MPBCDC and also ensure good manners.

4. CONTRACT DURATION:

- 4.1 The Agency will be appointed for a period of Three year from the date of commencement of contract.
- 4.2 MPBCDC may terminate contract by giving 30 Days prior written notice. However, Manpower providing agency may terminate the contract by giving 90 days prior written notice.

SECTION -2
SUBMISSION OF PROPOSAL

5. BRIEF DESCRIPTION OF BIDDING PROCESS:

- 5.1 The offer shall be submitted online in two envelopes viz., “Technical Proposal” and “Financial Proposal”.
- 5.2 The Financial Proposal shall be submitted online only.
- 5.3 The date and time of receipt of offer shall strictly apply in all cases.
- 5.4 The person or persons signing the offer shall state in what capacity, he is or they are signing the offer viz., as a Authorized Signatory/Director etc. of a Private Limited /Limited company.
- 5.5 In the case of partnership firm, the names of all the partners should be disclosed and the offer shall be signed by all the partners or in the event of absence of any partner, it will be signed on his behalf by a person holding a power of attorney authorizing him to do so and an attested copy of the Partnership Deed / Power of Attorney should be furnished along with the offer.
- 5.6 In the case of a limited company, the names of all the Directors should be mentioned and the offer should be accompanied by a certificate, certifying that the person signing the offer is empowered by a resolution of the Board of Directors to do so on behalf of the company and certified copy of resolution along with a copy of Memorandum and Articles of Association of the Company should be furnished. All the pages of the offer must be signed / initialed by the person signing the offer.

5.7 INSTRUCTION FOR BIDDERS:

- 1) Please download this document and read carefully.
- 2) Sign all the annexure at the space provided for signature.
- 3) After signing all the pages, scan them with the sequence as per page number given at top right corner.
- 4) Also scan all the supporting documents.
- 5) All the supporting documents should be self -attested.
- 6) Create a pdf file of scanned pages.
- 7) Login to <https://organizations.maharashtra.nextprocure.in>
- 8) Open the tender.
- 9) Upload the pdf file properly signed by the bidder or his authorized representative.
- 10) Bidder need to submit all required documents as mention in pre-qualification & evaluation criteria

5.8 MPBCDC reserve the right to postpone and/or extend the date of opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the MPBCDC.

5.9 The contractor / company / agency submitting a tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.

6. PROCEDURE FOR SUBMISSION OF PROPOSALS:

The interested offerer will have to submit Technical and Financial proposals online only.

6.1 TECHNICAL PROPOSAL –

- (a) To be eligible for the appointment, the offeror shall provide satisfactory evidence to MPBCDC of their eligibility, capability and adequacy of resources to carry out the contract effectively. For this purpose, all offers submitted shall include the following information in the Technical Proposal as per the formats given in Appendix – 1 with documentary evidence wherever necessary.
- (b) Letter of Transmittal for submitting the Technical Proposal as per format given in Annexure-A. The receipt of online payment of Earnest Money Deposit (EMD) shall be attached to this Annexure.
- (c) Certified copies of Balance Sheet and Profit and Loss Account of the last 3 financial years. (Annexure-C).
- (e) Experience Certificates from the clients certifying relevant work experience (State Govt. departments, PUC's, Central government etc.) (Annexure-D).
- (f) The offer document along with corrigendum or addendum shall be duly signed / initialed on all pages and stamped and enclosed in the technical proposal. In case the documents are misplaced or wrongly placed in the folders or the documents are mixed up in the offer being submitted by the offerer, then such offers will be rejected.
- (g) MPBCDC reserves the right to accept or reject any or all proposals without assigning any reason.

6.2 FINANCIAL PROPOSAL:

- (a) All offers submitted online shall include following information in the Financial Proposal as per the formats given in Appendix-2 with documentary evidence wherever necessary.
- (b) Financial Proposals as per format given in Annexure- E.
- (c) The Financial Offer shall be submitted as per Form of Offer given in Annexure- F. The offeror shall quote in the form F offer the Service Fees to be paid by MPBCDC per month.
- (d) The selection of Manpower Supply Agency will be on the Service Fees to be paid by MPBCDC per month.
- (e) The offerer shall not quote his offer anywhere else directly or indirectly.

NOTE:

The offerer should be careful in quoting the rate as once the tender is accepted; representation with a view to raising the same under any circumstances will not be entertained.

7. **DATE AND TIME OF SUBMISSION OF OFFER:**

The offer shall be submitted online by the Agency on the date & time as stated in the e-tender notice. The MPBCDC may at its discretion, extend the deadline for submission of offer by issuing an addendum in which case, all rights and obligations of the MPBCDC and Agency previously subjected to the original dead line shall be subjected to the new dead line.

8. **PLACE OF SUBMISSION OF OFFER:**

The offers shall be submitted on E-Tendring Portal.

9. **MODIFICATION AND WITHDRAWAL OF OFFER:**

If after submission of the offer the Agency withdraws its offer or unilaterally modifies the same during its validity, without prejudice to any other rights and power of the MPBCDC hereunder or in law, the full amount of the Earnest Money deposited by Agency shall stand forfeited.

10. **NON-TRANSFERABLE OFFER:**

The offer is not transferable. Only the party/agency who has purchased the offer document shall be entitled to use it.

SECTION - 3
EVALUATION OF OFFER

11. EVALUATION OF OFFERS:

- 11.1. Offers received and found valid will be evaluated to ascertain the best offer in the interest of MPBCDC.
- 11.2. The Agency should take enough care to submit all the information sought by MPBCDC in the desired formats.
- 11.3. The offers are liable to be rejected if information is not provided in the desired formats. The proposals shall be evaluated based on the Eligibility Criteria given above.
- 11.4. The Technical Proposals will be opened online in the presence of the Agency/authorized representatives of the Agencies present at the stipulated time indicated in the notice or at such time informed separately by the MPBCDC to all the participating Agencies.
- 11.5. After scrutinizing and evaluating the Technical Proposals, the Financial Proposals of the eligible short-listed Agencies will be opened online. The time and date for opening the Financial Proposals online shall be notified subsequently by MPBCDC to the said eligible short-listed Agencies.
- 11.6. All Financial Proposals of the Agencies, whose technical proposals do not contain the specified documents or any of the specified document is missing or the eligibility criteria is not fulfilled as stipulated, will be separated, and they shall not be opened. A note indicating the nature of deficiency and the fact that it is not opened will be recorded without communication to any of the Agencies.
- 11.7. Techno-commercial Evaluation – QCBS system (Quality cum Cost Based selection) = Criteria

Evaluation will be done as following (Stage – 2) : (Max. 70 Marks)

| | |
|--|----------|
| Number of years in Operations as a Company registered under Companies Act, 1956 | |
| Less than 5 years | 1 Mark |
| 5-15 years | 3 Marks |
| Above 15 years | 5 Marks |
| Average annual turnover of the bidder during last 3 Financial Years as mentioned in Criteria as per clause no. 2.3 | |
| Rs. 50 to Rs. 75 Crores | 5 Mark |
| More than Rs. 75 crores upto Rs. 100 crores | 10 Marks |
| More than Rs. 100 crores | 15 Marks |

| | |
|--|--------------------|
| Number of Manpower on roll as per clause no. 2.9 | |
| 5000 to 8000 Nos. | 1 Mark |
| 8001 up to 10000 Nos. | 3 Marks |
| 10001 up to 12000 Nos. | 5 Marks |
| Relevant Work Experience as per clause 2.5 of Pre-qualification criteria | |
| One single work | 5 Mark |
| Two Separate Works | 10 Marks |
| More than Two Separate works | 15 Marks |
| Relevant Work Experience as per clause 2.6 | |
| • 100 locations and value of min. Rs. 100 crores | 5 Mark |
| • 101 to 150 locations and value more than Rs.100 crores up to Rs. 120 crores | 10 Marks |
| • More than 150 locations and value more than Rs. 120 crores | 15 Marks |
| Providing Services in Districts of Maharashtra as per clause 2.7 | |
| 5 to 15 Districts in a single order | 5 Mark |
| > 15 to 25 Districts in a single order | 10 Marks |
| > 25 Districts in a single order | 15 Marks |
| Positive Net-worth of the Bidder as per clause no. 2.10 | |
| Rs. 50 to Rs. 75 Crores | 5 Mark |
| > Rs. 75 crores upto Rs. 100 crores | 10 Marks |
| > Rs. 100 crores | 15 Marks |
| Quality Related Marks as per clause no. 2.11 | |
| ISO Certificates (each Certificate will get 1 mark, 5 marks for all certificates) | 5 Mark 10 Marks |
| valid empanelment with any State / Central Public Sector Unit as per clause no. 2.12 | |
| One Public Sector Unit | 1 Mark |
| Two or more Public Sector Units | 5 Marks |

- Bidder should get minimum 70 Marks in above Technical Evaluation for qualify in opening of Financial Bid Envelope.
- The total marks obtained by a Bidder in the technical bid as per Evaluation Stage 2 shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bid evaluation. Technical Evaluation Score will be calculated as mentioned below:

$$A = (70\% \times \text{Obtained Marks}) / \text{Highest Marks.}$$
Financial Evaluation Score will be calculated as mentioned below:

$B = (30\% \times \text{Lowest Rate}) / \text{Quoted Rate}$

Techno-Commercial Score will be calculated as mentioned Below =

Technical Evaluation Score (A) + Financial Evaluation Score (B)

The Authority will award the contract to Highest Techno-Commercial Scorer Bidder. In Case of Tie Between Two or More Bidder get the same score then following process will be followed by the Authority.

- 1) Highest Technical Evaluation Scorer Bidder will get award the contract
- 2) In case of again Tie then Contract will be awarded to Bidder executed highest value of Manpower Related Services contract in Last 5 Financial Years in a Single Work Order

11.8 Offerer has to enclose necessary documents in support of the evaluation criteria mentioned as above. The bidder should ensure that they have attached above documents. No other additional document will be considered which is not a part of technical document.

12. VALIDITY:

The proposal shall be kept valid for a period of 180 days from date of opening of the financial proposal. Thereafter it shall be treated as valid until the Agency withdraws it in writing or till the selection procedure is complete.

13. EARNEST MONEY DEPOSIT (EMD)

- 13.1** The Agency shall furnish, as part of his offer, an EMD of Rs. 5,40,000/- (Rupees Five Lakhs Forty Thousand Only). The EMD to be furnished shall be paid online through NEFT / RTGS / payment Gateway provided on E-tendering portal <https://organizations.maharashtra.nextprocure.in> or in the form of Bank Guarantee.
- 13.2** Any offer not accompanied by EMD shall be rejected.
- 13.3** In the event of offer being not accepted, the amount of EMD deposited by the Agencies shall, unless it is prior thereto forfeited under the provisions of Sub Clauses below, be refunded to him. The EMD shall not carry any interest.
- 13.4** If after submitting the offer, the Agency withdraws his offer or modifies the same, without prejudice to any rights and remedies of the MPBCDC, hereunder or in law, the MPBCDC shall forfeit the full amount of EMD deposited by the Agency.
- 13.5** The Earnest Money Deposit will be forfeited by the MPBCDC if the offer is withdrawn by the Agency after its closing date and before the expiry of the validity period.
- 13.6** If it is discovered that the Agency has submitted more than one offer under different names, all their offers will be rejected and all Earnest Money in respect thereof will be forfeited.

13.7 In the event of the bid being accepted, subject to provisions of the sub clause 14.9 below, the said amount if so, requested by the bidder, can be appropriated towards the amount of Performance Security payable by him under the conditions of contract.

13.8 If after submitting the offer, the bidder withdraws his offer or modifies the same or if after acceptance of his offer, fails or neglects to furnish the Performance Security, without prejudice to any rights and remedies of the MPBCDC hereunder or in law, the MPBCDC shall forfeit the full amount of EMD deposited by the Bidder with the MPBCDC.

13.9 EMD shall be forfeited if-

- i) Tenderer fails to accept the purchase order OR
- ii) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
- iii) In case of a successful Tenderer, if the tender fails to,
 - a. to sign the contract in accordance with Terms & Conditions OR
 - b. to furnish the security deposit.

14. CONFIDENTIALITY:

After opening the offer, no information relating to the examination, clarification, evaluation and comparison of offers and recommendations concerning the award of contract shall be disclosed to the Agency or other persons.

Any effort by any Agency to influence the MPBCDC in the process of examination, clarification, evaluation and comparison of offers and in the decision concerning the award of contract may result in rejection of its offer.

15. CLARIFICATION OF TENDER:

Bidder need to submit carefully all required documents at the time of bid submission date. Please note authority will not provide any chance to the bidder submission of any supporting documents

16. OFFER LIABLE FOR REJECTION:

The offer is liable to be rejected if on opening it is found that:

- 16.1 The Agency has not strictly followed the procedure laid down for submission of offer.
- 16.2 Additions, corrections or alterations are made by the Agency on any page of the offer document.
- 16.3 Any page or pasted slip is missing from offer document.
- 16.4 The Agency has not signed the offer as stipulated in the Offer Document.
- 16.5 The Agency has specified any additional condition(s).
- 16.6 The Agency has not attached any of the documents listed in the Technical Proposal, the Original Terms of Reference and any Corrigendum or Addendum or both, if issued.
- 16.7 The Agency has made misleading or false representations in any of the forms, statements and attachments submitted in proof of the qualification requirements and/or has a poor and unsatisfactory record such as non-compliance with the contractual obligations after issuance of work order, abandoning the work, not properly or otherwise completing contracts.

16.8 The Agency has not submitted the original Offer Document.

17 CORRECTION OF ERRORS:

If there is any discrepancy between the offer quoted in figures and in words, the lower of the two will be treated as the offer.

18 AWARD CRITERIA:

The Authority will award the contract to Highest Techno-Commercial Scorer Bidder. In Case of Tie Between Two or More Bidder get the same score then following process will be followed by the Authority.

- 1) Highest Technical Evaluation Scorer Bidder will get award the contract
- 2) In case of again Tie then Contract will be awarded to Bidder executed highest value of Manpower Related Services contract in Last 5 Financial Years in a Single Work Order

19 MODE OF PAYMENT:

The agency shall submit the monthly bill/invoice enclosing the required certificates/challans, which shall be got duly certified by the authorized signatory and the same shall be paid by the MPBCDC after making recovery, if any within fifteen days from the receipt of Invoice from the Agency.

20 SETTELEMENT OF DISPUTES:

In case of any dispute or difference of opinion arising between Officer-in-Charge and the Agency, the Agency shall refer the matter to the Managing Director through the officer immediately superior to the Officer-in-Charge with an advance copy to the Managing Director. The decision of the Managing Director shall be final and binding on the Agency. The Agency shall be given reasonable opportunity to represent its case before the Managing Director.

21 PERFORMANCE BANK SECURITY:

The successful Offerer, whose offer has been accepted, shall pay Performance Bank security of 3% for the total Contract amount. The Performance Bank Security shall be in the form of Demand Draft drawn on any nationalized bank in favor of MD, Mahatma Phule Backward Class Development Corporation Ltd. payable at Mumbai. This amount shall carry no interest.

MPBCDC reserves the right to appropriate at its discretion the performance Bank security in full or in part to fulfill any claim or dues of MPBCDC against the successful offerer with the consent of the offerer implied herein and without any further consent.

OFFICE IN CHARGE:

The Corporation may appoint any person/officer at its discretion as officer in charge and authorize him/her to exercise such powers on behalf of this Corporation.

1. STAMP DUTY:

The contractor shall bear and pay stamp duty and registration charges in respect of the agreement.

2. FORECLOSURE:

The Corporation reserves the right to foreclose the contract at any stage without assigning any reason for such a Foreclosure. The Contractor shall not be entitled to any compensation on account of such Foreclosure.

SECTION - 4
TERMINATION OF CONTRACT

22. TERMINATION:

- a. If the Contractor shall commit any act of insolvency or shall be adjudged insolvent or shall have an order of compulsory winding up made against it or subject to the supervision of the court or if the Contractor shall suffer execution to be issued or shall suffer any payment under the contract to be attached or shall charge or encumber the contract or any payment due or which may become due to the Corporation hereunder or compound with its creditors or if the Contractor fails to observe and perform any of the obligations covenants or agreement on its part herein contained or if the Contractor shall go into liquidation or if the Contractor shall make any default in payment of any amount payable to the Corporation under the contract for a period of 30 days after the due date for the payment thereof, or if a receiver, administrator, trustee or liquidator is appointed over substantial part of the Contractor's assets or if under any law or regulation relating to reorganization, arrangement, readjustment of debts proceedings are started against the Contractor or the Contractor has repudiated the contract or has failed to commence the work within the stipulated time or has failed to comply with the instructions issued by the Corporation or has given false or untrue information regarding eligibility to offer/bid as revealed in the offer/bid and in the selection process even if it is over or even earlier, or if the Contractor or any of its partners or directors commits any criminal activity or act of moral turpitude or is detained under any preventive law such as TADA, FERA etc., it shall be lawful for the Corporation, without any notice, to terminate the contract. No claim of any nature whatsoever shall be entertained by the Corporation.

- b. If during the period the contract is in force, the Corporation has reason to be dissatisfied with the management and/or performance of the Contractor or his representative, the Corporation may by notice in writing call upon the Contractor to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Contractor fails for a period of thirty (30) days of such notice to remedy such cause/s of dissatisfaction to the satisfaction of the Corporation then notwithstanding anything contained in the Agreement to the contrary, the Corporation shall be at liberty at any time thereafter to terminate the contract by giving the Contractor thirty(30) days' notice in writing and the contract shall on the expiry of the notice period, stand cancelled and also the performance security shall stand forfeited. No claim of any nature whatsoever shall be entertained by the Corporation.

c. **Termination By Bidder:**

In the event of premature termination of the contract by the Contractor, the Corporation shall have the right not only to forfeit the performance security but also claim damages suffered by the Corporation. The appointed agency may terminate this Contract, by not less than 90 days written notice to Manpower Supply Agency, only if:

- a) If, as the result of Force Majeure, the appointed agency is unable to perform a material portion of the Services for a period of not less than 60 days.
- b) If MANPOWER SUPPLY AGENCY fails to comply with any final decision reached as a result of arbitration.
- c) If MANPOWER SUPPLY AGENCY is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 days (or such longer period as the appointed agency may have subsequently approved in writing) following the receipt by MANPOWER SUPPLY AGENCY of the appointed agency notice specifying such breach.

APPENDIX - 1
FORMATS FOR TECHNICAL PROPOSAL

Annexure-A

TECHNICAL PROPOSAL

Letter of Transmittal

**To
General Manager (Admin)
MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD.,
1-N, Juhu Supreme Shopping Center,
Gulmohar Cross Road No.9, JVPD Scheme,
Juhu, Mumbai - 400 049**

Sir,

SUBJECT: OFFER DOCUMENT FOR APPOINTMENT OF MANPOWER SUPPLY AGENCY

I/We _____ organization / agency / firm herewith enclose Technical Proposal for selection of my/our firm/ organization for Offer Document for appointment of Manpower Supply Agency. I/We undertake and hereby certify that all the particulars submitted as a part of the Technical Proposal and the documents enclosed therein are true to the best of my/ our knowledge and belief. I/ We fully understand that if any of the details are found untrue, the offer will be summarily rejected. I/We have thoroughly read and understood the Terms and conditions of Offer Document, which in token of acceptance thereof, have been signed by me/us and I/We hereby, agree to duly abide by them.

As required by the Terms and Conditions of Offer Document, I/We enclose herewith a receipt of payment of for Rs. 1,00,000/- (Rs. One Lac Only) being the Earnest Money for the above work.

Yours faithfully,

Signature: _____

Full Name: _____ Designation: __

_____ Address: _____

Tel. Nos: _____

Fax Nos.: _____

(Authorized Representative of the Organization/Firm/Agency)

Annexure - B

CORPORATE INFORMATION OF ORGANISATION/ AGENCY

1. Name of H.R. Agency :

2. Address of Head Office :
With contact No., Fax No.
& e-mail address

3. Name of Concerned Officer :
With contact No., Fax No.
& e-mail address

4. Address of Office in Mumbai :
With contact No., Fax No.
& e-mail address

5. Name of Concerned Officer :
With contact No., Fax No.
& e-mail address

6. Year of Establishment :

7. Legal Status of Manpower Supply Agency:
(Public/Private Ltd. Company/
Partnership)

8. No. of Branch Offices in Maharashtra :
(With Address & Telephone No.)

9. Whether the Manpower Supply Agency has :

provided Contract Staff Service to any PSU or Govt. organization?

If so, mention the details

10. Indicate services provided by the Manpower Supply Agency:

Apart from Contract Staffing

11. Mention details of Data Base of Manpower Supply Agency :

12. Mention Details of following (Attach copy of whichever applicable):

- a. TAN of Agency :
- b. PAN of Agency :
- c. Shop Establishment License No. :
- d. ESIC Certification (Yes/No) :
- e. GST No. :
- f. PF Code :
- g. UAN No. :
- h. Labour License No. :
- i. EPF Registration no. :

13. Any other relevant information Manpower Supply Agency: Would like to share

Authorized Signatory:

Name of Officer:

Designation:

Office Address:

Telephone & Fax No.:

E-mail Address:

FINANCIAL INFORMATION OF ORGANIZATION / AGENCY

1. Financial Information of the :
Organization / Agency / Firm

2. Annual Turnover (Rupees in Lacs) :
The last three years
2020-2021 :
2019-2020 :
2018-2019 :

(Certified copies to be attached of Balance
Sheet, Profit & Loss account and Tax audit
Report of Last three years)

3. Whether above mentioned certified : YES / NO
Copies of last three years are attached?

Annexure - D

DETAILS OF EXPERIENCE DURING THE LAST FIVE YEARS

PART - I

MAJOR PRESENT CLIENT LIST OF AGENCY

| Sr. No. | Name of Client | Contract Period | No. of Associates provided | Name & Designation of the Concerned Officer of Client | Contact details (Ph., Fax and Mob. No., E-mail Id etc.) | Remarks |
|---------|----------------|-----------------|----------------------------|---|---|---------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

PART - II

MAJOR MUMBAI BASED PRESENT CLIENT LIST OF AGENCY

| Sr. No. | Name of Client | Contract Period | No. of Associates provided | Name & Designation of the Concerned Officer of Client | Contact details (Ph., Fax and Mob. No., E-mail Id etc.) | Remarks |
|---------|----------------|-----------------|----------------------------|---|---|---------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

APPENDIX – 2
FORMATS FOR FINANCIAL PROPOSAL

FINANCIAL PROPOSAL

To

General Manager (Admin)

MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD.,

1-N, Juhu Supreme Shopping Center,

Gulmohar Cross Road No.9, JVPD Scheme,

Juhu, Mumbai - 400 049

Subject: Offer Document for Appointment of Manpower Supply Agency

Sir,

I/We _____ organization/ agency/ firm herewith
enclose Financial Proposal for selection of my/our firm/organization for the above work.

1. Pursuant to the Offer Document for the above work issued on behalf of the MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD., (MPBCDC), Mumbai, I/We hereby submit my/our offer for above said work.
2. We offer the service fees as indicated in the "Form of Offer" annexed herewith as Annexure D.
3. I/WE have thoroughly read and understood Terms & Conditions of Offer Document, which in token of acceptance thereof, have been signed by me/us and I/we hereby agree to duly abide by them.
4. I/We agree to keep my/our this offer open for acceptance by the Corporation up to Ninety days from the date of opening the financial proposal and agree not to revoke our offer any time during such period. I/We shall be bound by the communication of acceptance of this offer dispatched by the Corporation within the aforesaid time.

In the event of my/our offer being accepted by the Corporation, I/We agree to provide satisfactorily the services required under the contract.

Yours faithfully,

Signature _____

Full Name _____

Designation _____ Address

Tel. Nos: _____

Fax Nos.: _____

(Authorized Representative of the Organization/Firm/Agency)

FORM OF OFFER

| Sr. No. | Particulars | (in figures) | (in words) |
|---------|--|--------------|------------|
| 1. | Service Fees/Administrative Charges of MANPOWER SUPPLY Agency (in percentage of monthly invoice) (excluding GST) | | |

PLEASE NOTE:

1. Bidder need to quote only service charge in %
2. While quoting service charge bidder need to consider notification No. F.6/1/2023-PPD dt. 6th Jan, 2023 & No. F.6/1/2023-PPD dt. 17th Jan, 2024 as per Government of India Ministry of finance department of expenditure Procurement Policy Division
3. If Bidder quote service charge less than the above mentioned notification then bid will be rejected.
4. The manpower wages will be revised and payable by the authority as and when minimum wages are revised by the State Government to the successful contractor.
5. GST is applicable will be reimburse to the successful contractor of subject of supply documents.

Annexure - G

Eligibility Criteria of Various Posts

| Sr. No. | Manpower/ Post | Education (Minimum) | Required post | Experience (Minimum years) |
|--------------|-----------------------------------|--|---------------|----------------------------|
| 1 | Public Relation officer - Skilled | B.E.(Civ.)/ Diploma (Civ.) | 1 | 2 |
| 2 | Digital Officer - Skilled | Any Graduate GCC Typing (English & Marathi) 30 WPM & MSCIT | 1 | 2 |
| 3 | Assistant - Skilled | Any Graduate , GCC Typing (English & Marathi) 30 WPM & MSCIT | 48 | 2 |
| 4 | Junior Clerk - Skilled | H.S.C | 75 | 2 |
| 5 | Driver - Skilled | SSC | 8 | 2 |
| 6 | Peon - Semi-Skilled | SSC | 40 | 2 |
| Total | | | 173 | |

Apart from these above categories, MPBCDC reserves the right to take the services of agencies as an when required by MPBCDC for any other post.

FORMAT OF AGREEMENT

This agreement made at Mumbai on _____ day of _____ 2022, between the MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD., Mumbai, a Government of Maharashtra Undertaking registered as a company under the Companies Act, 1956 having its registered office at hereinafter referred to as the "Corporation" (which expression shall, unless the context does not admit or requires otherwise, mean and include the said Corporation or its successors or assigns) of the ONE part

And _____ whose registered office is situated at _____ hereinafter referred to as the "Contractor" (which expression shall, unless the context does not admit or requires otherwise mean and include the its administrators successors in interest or assigns) of the OTHER part

WHEREAS the Corporation invited Offers for the Appointment of Human Resource Agency (hereinafter referred to as 'HR Agency') by a public notice.

WHEREAS the Contractor responded to the notice and submitted its offer for the said appointment
WHEREAS the Corporation accepted the offer of the Contractor as per the terms and conditions stipulated by the Corporation, which are agreed to by the Contractor.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Corporation do hereby appoint the Contractor as Human Resource Agency for the Corporation on payment of Service Fees of Rs. ____ (_____) (in percentage of the monthly Cost to Company i.e. CTC). The MANPOWER SUPPLY AGENCY further agrees to make payment of the Service Fees. This payment shall be made on _____.
2. The contract for the said work shall commence from ___and it shall be in force for a period of One year.
3. MPBCDC may terminate the contract by giving 30 days prior written notice and the appointed Manpower Supply Agency may terminate the contract by giving 90 days prior written notice.
4. The contractor will act in strict confidence and will keep the information, data, material instructions, communications, etc. available with it confidential whether written or oral. All information, communication, data instructions, shall remain the sole and exclusive property of the Corporation. Upon termination/expiry of the agreement, all such confidential material shall be returned to the Corporation.
5. The services of the Contractor should be available promptly as and when required by the Corporation during the contract period.
6. Monthly progress report and MIS should be submitted to MPBCDC on activities completed.

7. The Contractor at all times shall maintain cost record and accounts, which shall be examined by the Corporation; if deemed necessary, with prior notice.
8. The Contractor shall be solely responsible for making timely payments to the deployed persons alongwith their dues. The Corporation reserves the right to require the contractor to submit evidence regarding payment of the deployed persons dues.
9. All deployed shall be under direct control and supervision of the Contractor and they shall not be deemed to be employees of the Corporation under any circumstances. The Contractor shall provide independently Identity Card to such deployed person stating relationship of its contractual deployment.
10. The Corporation reserves the right to require the Contractor to remove any deployed labour and selected by the Contractor at the discretion of the Corporation if his services are not satisfactory which is to be decided exclusively by the Corporation.
11. The Corporation also reserves the right to require the Contractor to remove any member from the professional team of the Contractor and to ask for replacement of the member.
12. If the person deployed or selected by the Contractor does not resume work or he leaves without achieving the purpose of his recruitment and if the Contractor sends any substitute, no replacement charges will be paid to the contractor.
13. Agency should comply the manpower requirement of MPBCDC in time. If Agency fails to comply the same; MPBCDC has the right to terminate the contract or to charge the appropriate fine to the Manpower Supply Agency.
14. It shall be the sole liability and responsibility of the Contractor to meet all liabilities of the associates in a timely manner in compliance with all applicable laws including but not limited to the Minimum Wages Act, Employees State Insurance Act, Provident Fund Act and Payment of Bonus Act as also to any other order, ordinance, notifications, regulations, legislation or provision of or having the force whether Central, State, Municipal or otherwise related to or pertaining to the execution or performance of the Contract. The Corporation will in no way be liable for any payment, dues, wages payable to the associates, by the contractor.
15. There shall be no privity of contract between deployed contractual person or workman and the Corporation and in no case the said deployment shall be deemed to give righto regularity or absorption to deployed person in the MPBCDC or can not be deemed to be be employees of the Corporation. It is understood by HR Agency that the Corporation is State Instrumentality, the deployment of outsourced persons are not protected by any prevailing labour legislation irrespective of their working days during their deployment so whatsoever kind of experience note or letter if any with prior permission of the GM, Administration of MPBCDC issued at the instance of Contractor to any deployed person it does not assume evidence of direct employment with Corporation.

16. It is agreed that this agreement is strictly on principal-to-principal basis and not on principal and agent basis.
17. The contractor shall ensure that during the period of contract no deployed person shall be engaged by any other establishment or shall undertake any other assignment either for the Contractor or for anyone else.
18. The Contractor agrees and undertakes to indemnify the Corporation for payment of all statutory dues and service benefits payable to the associates. The Contractor shall hold harmless the Corporation, its officers, directors, successors and assigns from and against any and all losses liabilities, claims, damages, costs, expenses etc. which may result or arise in connection with or are related in any way to claims by deployed person.
19. The Form of Offer, the Letter of Transmittal, the Letter of Acceptance (LoA), the terms & conditions shall form a part of this agreement and shall be binding on the Contractor. Moreover general guidelines by way of State Govt. Notifications, Resolution of GAD and Circulars issued by Ministry of Finance, Labour Department etc. relating to the present assignment will have binding force on MPBCC and will have direct impact on this contract to its implementation. It is thus understood by the Contractor that all above stated is agreed to him without any reservations therein.
20. The courts in Mumbai shall have the exclusive jurisdiction to try and entertain any dispute hereunder.
21. MPBCDC can add other suitable conditions at the time agreement in the interest of MPBCDC.

IN WITNESS WHEREOF the Corporation caused through Shri ----- delegated authority to set her hand and affix her official seal hereto for and on its behalf and the Contractor has caused Shri_____ to set his hand and affix the official seal hereto for and on its behalf on the day and year first herein above written.

SIGNED SEALED AND DELIVERED

by -----.

For and on behalf of MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD.,

In the presence of

1. _____
2. _____

SIGNED SEALED AND DELIVERED

By Shri. _____

_____of the Contractor

In the presence of

1. _____
2. _____