

SEAMEN'S PROVIDENT FUND ORGANIZATION, MUMBAI

Tender Document No. 1 of 2016

Address for Communication:

The Commissioner,
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Krupanidhi Building, 3rd Floor,
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Ballard Estate, Mumbai – 400 001.
Official Website: www.spfo.gov.in
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Limited Tender Enquiry No. 01/2016

Limited Tender Enquiry Documents for:

Empanelment of Bidder

Contract for outsourcing of services

On behalf of Commissioner,

Seamen's Provident Fund Organisation, Mumbai

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TENDER NOTICE

Sealed Tenders are invited from well established reputed firms/registered service providers towards outsourcing of services to SEAMEN'S PROVIDENT FUND ORGANISATION, Mumbai. Interested agencies should quote their rates typed (Hand written quotation not allowed) in the format **Annexure- III**. Bids received in any other format will not be considered. Personnel to be employed for the services must be Computer literate & having a good knowledge of working in the specified job. The rates should be per month including weekly rest/ national holidays. Details of the tender can be obtained from our website (www.spfo.gov.in)

Types of services required:

1. Stenographer (12 Man Months/year) – One position.
2. Data Entry Operator (48 Man Months / Year) - Four position.
3. Accounts Assistant (24 Man months / year) – Two position.
4. Hardware Engineer (12 Man months/years) – One position.
5. Office Boy (36 Man Months/years) – Three position.
6. Cleaning Services (12 Man Months/year) – One position.

TENDER PROCEDURES & THE ELIGIBILITY CRITERIA ARE AS FOLLOWS:

1. The details of Services to be attended & desired qualifications for the service to be outsourced is at **Annexure -I**.
2. Terms & conditions are at **Annexure -II**.
3. The period of contract would be for 12 (twelve) months. Rate quoted by the agency would be fixed for a period of 12 (twelve) months and any extension of period would be absorbed by the selected service provider.
4. The services should commence within two weeks from the Award of Contract.
5. Only those who fulfill the following minimum criteria should submit their bids:
 - The agencies / contractors should have been in existence in the State of Maharashtra/India with office in for not less than three years.
 - The agencies / contractors should have a minimum Annual Turnover of Rs. 50,00,000 (Rupees Fifty Lakhs only). (Copy of the Income Tax Returns or Audited P/L A/c, Balance Sheet for last three years duly certified by the Chartered Accountant to be enclosed).
 - The agencies / contractors should be registered with Govt. Authorities concerned and copy of proof of Registration should be attached with the bids.
 - The Agencies should not have been blacklisted by any Govt. Organization a certificate to this affect to be furnished duly signed/Proforma is enclosed **Annexure-V**.
 - The agencies / contractors should not have any relation with the employees and near relation of the employees of SPFO. A certificate enclosed to this effect is required to be attached **Annexure-V**
 - The agencies / contractors shall have to deposit an amount of Rs. 1000/- (Rupees One Thousand) only as tender document fee (Non-refundable) in the form of a Demand Draft favouring Seamen's Provident Fund Administrative Account payable at Mumbai along with the Bid.
 - The agencies / contractors shall have to deposit an amount of Rs. 20,000/- (Rupees Twenty Thousand only) as Earnest Money Deposit (Refundable) in the form of a Demand Draft favouring Seamen's Provident Fund Administrative Account payable at Mumbai along with the Bid.
 - The agencies / contractors should be willing to take up the contract on the Terms and conditions at **Annexure-II**.
 - The Tenders should be signed on each page of the Tender Document along with the official seal/ stamp.
 - Technical Bid (Annexure III) & Financial Bid (Annexure VI) should be

submitted separately in closed cover. The financial Bid will be opened only of those bidders who will be found qualified in the technical bid.

6. The successful Bidder is required to submit a Bank Guarantee of Rs. 200,000.00 (Rs. Two Lakh only) in favour of Seamen's Provident Fund Administrative Account, payable at MUMBAI.
7. The Tender should be submitted in **sealed cover mode** only.
8. The sealed cover should be superscribed **"Tender for Outsourcing of Services"** and should contain:
 - a. The Proforma at **Annexure-III, V & VI** duly filled in.
 - b. Acceptance of Terms & Conditions.
 - c. Demand Draft.
 - d. All other required documents along with proof.
 - e. Rates which are to be quoted on monthly basis for normal duty of 8 hours per day per person.
9. The last date of submission of the tender is **22nd February, 2016 at 5.00 PM**
10. The SPFO reserves the right to withdraw the Tender at any given point of time without assigning any reason.
11. The SPFO reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
12. The SPFO reserves the right to accept all or reject any of the outsourcing services without assigning any reason thereof.

SERVICE DESCRIPTION AND ESSENTIALS:

Annexure –I

Sr.No.01- Scope of the work for Stenographer's services:

1. Taking dictation from officials and typing work.
2. Any other work assigned by the superiors from time to time.
3. Approximately 12 Man Months are estimated.

These Services needs to be provided by persons with Qualifications as under:

1. Graduate from any faculty and should possess speed of 100 words per minute in shorthand and 40 words per minute in typing in English.
2. A very Good Knowledge of Computer – MS Office (Word, Excel, Power Point and Internet) is essential.

Sr.No.02 - Scope of the work for Data Entry Operator Services:

1. The Data to be accurately entered in the Computer System in various modules in the prescribed format from the Documents given.
2. The order of the Documents entered shall be maintained and returned to the concerned official duly signed on that document with proper remark entered and verified.
3. Any other work assigned by the superiors from time to time.
4. Approximately 48 man months are estimated.

These Services need to be provided by persons with Qualifications as under:

1. Graduate from any faculty, certificate in data entry operations with one year experience in Data Entry Operation.
OR
2. Graduate with Govt. certified (recognized) diploma in computer/Govt. certified (recognized) certificate in Data Entry operation.
OR
3. Graduate with 1 year experience in Data Entry Operations/Computer Operations from medium /large companies under the Companies Act.
4. The expertise and experience in Work, Excel, Power Point and Internet will be required. Knowledge of the Office Automation Procedures is essential.
5. Knowledge of Computer Operating Systems of Window Xp and other windows environment is essential.

Sr.No.03 - Scope of work for services of Accounts Assistant for implementing all type of Accounts:

1. Providing assistance for Maintenance of cash books, ledger posting, reconciliation of accounts, preparation of trial balance, MIS Report, finalization of accounts and preparation of annual accounts / report, preparation of expenditure Broad sheet register, handling day to day posting of accounts etc and any other work allotted by the office.
2. Any other work assigned by the superiors from time to time.
3. Filing online TDS & downloading form 16 from the system.
4. Approximately 24 Man months are estimated.

These Services needs to be provided by persons with Qualifications as under:

Qualification:-

1. Commerce Graduate with proficiency in handling accounts matter.
2. Having experience in maintenance of books of accounts, preparation of trial balance, final accounts, including Amortization & Accrued Interest.
3. The person must have the knowledge in tally accounting package and experience on working in the Tally System.

Sr. No. 04 – Scope of the work for services of Hardware Engineer for maintaining of the Hardware Equipment.

1. To work with server based & PC management software.
2. To repair the system Hardware & Software Drives.
3. To monitor Network & check the working of PC.
4. To provide configuration of Hardware for computers.
5. Trouble shooting problem on any accessories of PC.
6. Any other work assigned by the superiors from time to time.
7. Full knowledge of LAN/VAN system.
8. Approximately 12 man months are estimated.

These Services needs to be provided by persons with Qualifications as under:

- Preferably HSC from any faculty, Degree/Diploma in Hardware engineering from a recognized Institute with one year work experience in Hardware Operations in Govt. or Private sector.

Sr. No. 05 - Scope of the work for Office Boy Services:

1. Maintaining office, carrying cheques for depositing to the banks, carrying letters to Post Office/Couriers, attending officers & staff and taking out Xerox copies, preparing tea/coffee, bringing snacks/cold drinks etc., movement of files/papers etc. from desk to desk, searching the required old records, franking of letters, filing work and any other official work assigned from time to time.
2. Approximately 36 Man Months are estimated.

These Services needs to be provided by persons with Qualifications as under:

- Middle School Pass. (VIIth).

Sr.No.06 - Scope of the work for Cleaning Services:

1. To keep office premises clean (the total area is about 3000Sq. ft. and 3 toilets) and in addition he will have to attend the duties of Office boy as and when required.
2. Any other work assigned by the superiors from time to time.
3. Approximately 12 Man Months are estimated.

These Services needs to be provided by persons with Qualifications as under:

- No specific educational qualification.

Office Timings: -

This office observes five days a week work schedule, and the normal working hours are 9.30 A.M. to 6.00 P.M. for Sr. No's 1 to 4 posts and 9.00 a.m. to 6.00 p.m. for Sr. No's 5 & 6 respectively from Monday to Friday with a lunch break of half an hour. Apart from this, the office may also work on certain Saturdays/Sundays/Public holidays or after office hours. Any remuneration if required to be paid for such working, the same is to be mentioned clearly & separately.

Preference: Persons with work experience in commercial Organisations/Banks/CA Firms/SPFO.

Note: In addition to above, all the services from the persons with Knowledge in any additional fields like Knowing Multiple Indian Languages, or technical skills e.g. electrician, misc. instrument's repair-works, hardware/software maintenance, driving, cookery will be preferable.

TERMS & CONDITIONS

1. The Contract will come into force for a period of 1(one) year. This may be extended for another year as per same terms and conditions purely at discretion of SPFO.
2. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
3. The persons engaged by the service provider should not have any police / criminal cases pending against them. The agency should make adequate inquiries about the character and antecedents of the person whom they are recommending. The service provider should also ensure that the persons deployed are healthy and Certificate of their medical fitness must be provided when called for.
4. The service provider shall withdraw/ replace such employees who are not found suitable by the office for any reasons immediately if such requests are made by SPFO.
5. The service provider shall provide such number of employees as required by SPFO, from time to time. **The said employees engaged by the service provider shall be the employees of the service provider** and it shall be the duty of the service provider to pay their salary every month. There is no master & servant relationship between the employees of the service provider and SPFO, and further that the said persons of the service provider shall not claim any absorption.
6. The service providers persons shall not claim any benefit/ compensation/ absorption/ regularization of services from SPFO, Mumbai.
7. The service provider's personnel shall not divulge or disclose to any person, any details of office operational processes, technical know-how, security arrangements, and administrative/ organizational matters as all of these are of confidential/ secret nature. The service providers personnel working should be polite, cordial, positive and efficient,
8. While handling the assigned work, the performance standard of the persons engaged should be such that their actions promote goodwill and enhance the image of SPFO. The service provider shall be responsible for any act of indiscipline on the part of persons engaged or deployed by him/her.
9. That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the other employees of the SPFO,
10. The service provider has to provide photo identity cards to the persons employed by him/her for carrying out the outsourced works.
11. The transportation, food, medical and statutory requirements in respect of each personnel of the service provider shall be the responsibility of service provider and no responsibility in this respect whatsoever will be taken by SPFO.
12. The SPFO will function during working hours and person deputed will work as required by the MANAGEMENT of SPFO. The staff posted at operational SPFO may have to work on Saturdays/Sundays and Holidays, if required. **However, 2 days weekly off will be calculated only for every 5**

days of work put in by the contractual employee excluding any public holidays.

13. The Agency / Contractor shall make immediate arrangements for replacement in the event of absence of any person employed through them on any particular day on receipt of intimation to that effect from SPFO.
14. That the Agency / Contractor will be wholly and exclusively responsible for payment of wages to the person engaged by it in compliance of statutory obligation under all related legislations as applicable to it from time to time including Minimum Wages Act, Employment Provident Fund etc. and shall not incur any liability for any expenditures whatsoever on the persons employed by the agency on account of the said obligation. The agency will require providing particulars of EPF, ESI of its employees engaged by them in the SPFO, whenever called for.
15. The Service provider will submit the bill in triplicate in respect of a particular month **in the subsequent month before 10th**. The payment will be normally released within 10 (ten) days from the date of receipt of Bills after statutory deductions at source, if bill is in order.
16. The Service provider shall be accessible/ contactable at all times and message sent by phone/e-mail/fax/ messenger from SPFO, should be promptly responded to in fulfillment of the contract from time to time.
17. The SPFO, shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel engaged by the contractor.
18. That the Agency / Contractor on its part and through its own resources shall ensure that the goods, materials and equipments etc. belonging to SPFO are not damaged in the process of carrying out the services undertaken by their personnel and shall be responsible for acts of commission and omission on the part of its staff and its employees engaged. If the SPFO, suffers any loss or damage on account of negligence, default or theft, by the employees engaged by the agency, then the agency shall be liable to compensate to the SPFO for the same. The agency shall keep the SPFO, fully indemnified against any such loss or damage.
19. SPFO, on behalf of the Agency / Contractor, will maintain an attendance in respect of personnel deployed for services by the agency and agency's personnel has to sign on daily basis, which will be the basis for making payments. Non-signing of attendance will lead to reduction of the payment to the Agency / Contractor by the SPFO.
20. The successful bidder shall furnish a security deposit equivalent to Rs. 2,00,000/- (Rs. Two Lakhs only) in favour of Seamen's Provident Fund Administrative Account payable at Mumbai in the form of Bank Guarantee from any Nationalised/Scheduled Bank enforceable in for safeguarding the interests of the SPFO in all respects. The security deposit shall remain valid for the period of the contract with additional 30 days claim lodgement. The security deposit will be forfeited in case of non-fulfillment of the terms & conditions of the contract and compensated against any loss suffered by SPFO due to agency or any personnel supplied by the agency/ Contractor.
21. The service provider shall not assign, transfer, pledge or sub-contract the performance of services without the prior written consent of SPFO.

22. That on expiry of the agreement as mentioned above, the agency / Contractor would withdraw all its personnel and clear their accounts by paying them all their legal dues.
23. In the event of any disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or questions arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in **Annexure-IV**.
24. The personnel engaged by the agency shall not join any labour union or resort to strike or demonstration or any other agitation of this nature. The personnel shall neither directly or indirectly, join nor assist any commission of civil nature and they will render their sincere services to their best extent. The personnel must not in any way act against the interest of the SPFO.
25. The Contract shall be interpreted and have effect in accordance with the laws of India and any suit or other proceeding relating to this contract shall be fixed or taken in an Indian court [Jurisdiction of Mumbai].
26. An undertaking by the Agency of compliance for all the terms & conditions listed above should be placed in the Tender, clearly mentioning that the agency/ service provider/ contractor will be liable for all statutory obligation. SPFO is not liable for any such obligation during and after the period of contract.
27. Commissioner, SPFO, may levy appropriate penalty of 1% of the proportionate rate of each day with maximum of 10% for deficiency in services violating of any terms of the contract as well as for any loss or damages.
28. SPFO will deduct the Income Tax as per the Rules from the Bill of the Agency time-to-time. Service Tax extra will be paid by SPFO on production of documentary evidence submitted by the Party.
29. Please verify whether your agency is following the Rules & Regulations prescribed in Minimum Wages Act, 1948, Government of Maharashtra. If yes, please furnish the requisite information in the enclosed proforma – **Annexure – VI**.
30. The Contract will be valid and liable to be extended for another 12 months with the same terms and conditions after initial term of Contract or is liable to be terminated at any time during the period of contract or later for matching the market prices of the services provided or any other reason at the sole discretion of SPFO.

Technical Bid

(In Party's Letter Head)

TENDER NEEDS TO BE SUBMITTED IN THE FOLLOWING FORMAT

Sl.No. Particulars to be filled up by the tenderer.

I]

01 Name of the Agency / Contractor.

02 Date of Establishment of the Agency / Contractor.
(Proof to be enclosed)

03 Detailed office Address of the agency / contractor with office telephone number, fax number and mobile number. (Proof to be enclosed.)

04 PAN Number. (Copy to be enclosed)

05 Government Registration Number:

06 Service Tax Registration Number (Copy to be enclosed)

07 Annual Turn Over of last 3 years

i)

ii)

iii)

(Copy of the Income Tax Return/ Certified copy to audited balance sheet for each year from Chartered Accountant to be enclosed)

08 List of personnel to be deputed along with photographs and details to be provided:

09 No Relation Certificate (Certificate to be enclosed)

10 Whether the agency has been blacklisted by any Government Organization/ any Organization (Certificate to be enclosed)

11 Names and designations of authorized persons eligible to enter into contract. (Power of attorney/Affidavit in favour of person signing the papers to be enclosed).

12 Name of contact person for conveying any information along with telephone nos. in absence of authorised person mentioned above.

13 Copy of the undertaking of Compliance of all terms & conditions.

II] Having examined the Tender Documents, we the undersigned offer to quote the rates in the financial bid in a closed cover separately with this document towards the engagement of Support Personnel under the categories mentioned in the Bid Documents. We are interested to participate under the various categories for which a Bank Demand Draft, by The Bank No..... dated...../...../...../ for Rs. 1000/- (Rupees One Thousand) only in favour of Seamen's Provident Fund Administrative Account payable at Mumbai, is submitted.

Note:

- A. Cost of man month total amounts payable by SPFO to the service provider/ contractor per month before recovery of statutory deductions at source.
- B. Break-up of the above cost showing amount payable to its employees, statutory dues etc. Agency's /Contractor's service charges should not be more than 5% of the contract value.
- C. The tenderer is required to sign on each page of the Tender Document.

Signature of Authorised Person:

Name of the Authorised Person:

Designation:

Seal of the Agency/Contractor with Date:

Format of Arbitration Clause:

- i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
- ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- iv) The sole Arbitrator shall have its seal in Mumbai.
- v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in India only.
- vi) Each party shall bear its own cost of preparation and presentation of the case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the disputes for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICoR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.)

(ON LETTER HEAD OF THE AGENCY)

DECLARATION/NO RELATION CERTIFICATE

1. I, _____ Son/Daughter/Wife of
Shri _____ Proprietor /Director/Authorised
signatory of the Agency /Firm, mentioned above is competent to sign the
Declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the
Tender for providing the services on Outsourcing basis to Seamen's Provident
fund Organisation, Mumbai and undertake to abide by them.
3. The information/documents furnished along with the above application are true
and authentic to the best of my knowledge and belief. I/we am/are well aware
of the fact that furnishing of any false information/fabricated document would
lead to rejection of my/our tender at any stage besides liabilities towards
prosecution under appropriate Law.
4. That our agency/firm has not been **blacklisted** by any Govt.
Organisation/PSU's.
5. Certified that I/We have no relative posted in Seamen's Provident Fund
Organisation in the capacity between the grades of Commissioner or any other
officer of SPFO under whose audit / technical control the work will be
executed. I/We shall also intimate the name of persons who subsequently
employed by me/us who are near relatives to any of the Officials in the SPFO.
[By the term near relative is meant wife, husband, parents and grandparents,
children and grand children, brother and sisters, uncles, aunts and cousins
and their in-laws.]

Signature of Authorised Person:

Name of the Authorised Person:

Designation:

Seal of the Agency/Contractor with Date:

Financial Bid

Annexure – VI

DETAILS OF AMOUNTS QUOTED FOR PLACEMENT OF MANPOWER

Sr. No.	Component	Stenographer	Data Entry/ Software Assistance	Accounts Assistance for implementing Accounts/Software	Hardware Engineer	Office Boy	Cleaner
1	Basic						
2	VDA						
3	Other Allowances						
4	Total Basic + Allowance (A)						
DEDUCTIONS							
5	Provident Fund@ 12% on Basic + DA						
6	ESIC @ 1.75%						
7	Any other deduction(s)						
8	Professional Tax						
9	Total Deductions (B)						
10	Take Home Pay (A-B)						
CONTRIBUTIONS OF EMPLOYERS							
11	Provident Fund @13.61% on Basic + DA						
12	ESIC @4.75% (on total salary except washing)						
13	Bonus						
14	Any other contribution(s)						
15	Total Contributions (C)						
16	Total (A+C)						
17	Service Charge						
18	Total						
19	Service Tax @14%						
20	Swachh Bharat Cess @0.50%						
	Grand Total						
	Take Home Pay (A-B)						

Signature of Authorised Person:

Name of the Authorised Person:

Designation:

Seal of the Agency/Contractor with Date: