Consulate General of India
Jeddah
Tender No. Jed/CW/235/20/2014

e-TENDER DOCUMENT

e-TENDER
FOR SUPPLY OF MANPOWER

TENDER TITLE : SUPPLY OF MANPOWER FOR PRAVASI BHARATIYA SAHAYATA KENDRA IN CGI, JEDDAH PERMISES FOR THE YEAR 2019 - 2020

TENDER REF NO : Jed/CW/235/20/2014
1. PREFACE:

Online e-Tenders are invited from the reputed manpower companies for supply of manpower for Pravasi Bharatiya Sahayata Kendra in the Chancery premises of CGI, Jeddah for the financial year 2019-20 under Two Bid System i.e. Technical Bid and Financial Bid mentioned below (for two years) on the terms and conditions mentioned in the tender document.

2. Tender Inviting Authority

Shri. Sanjay Kumar Sharma, VC (Labour)
Consulate General of India
Building of Mr. Mansoor Abdul Rahman Al Hueesh
Tahlia St, Al Andalus, - 214210
Jeddah, Saudi Arabia

3. ADDRESS FOR DOWNLOADING TENDER DOCUMENT:

http://www.eprocure.gov.in

4. CONTACT PERSON(S) FOR ANY QUERIES RELATED TO TENDER:

Vice Consul (Labour)
Written queries can be sent by email at: vclab.jeddah@mea.gov.in
Bidders may write to tender related queries within 5 working days (27.01.2019 to 31.01.2019)

5. Submission of the e-Tender

This Tender is an e-Tender; Tenders will not be accepted in hard copy.

6. SCHEDULE FOR INVITATION FOR BIDS:

i) Date of issue/opening/publish of Tender document : 28-01-2019, 1.30 P.M.

ii) Last date of receipt of Tender : 18-02-2019, 5.00 P.M.

iii) Date and time of opening of Tender : 19-02-2019, 12.00 P.M.

iv) Bid will be opened at CGI, Jeddah General of India, Jeddah, Saudi Arabia

6. TYPE OF BID: Two bid system (Technical & Financial) i.e. Two cover system
7.REQUIREMENT OF MANPOWER:

The following manpower are required for functioning of PBSK.

a) Date Entry Operator - 4
b) Security Guard - 1
c) Cleaner - 1

The number of manpower may be decreased as per the requirement of CGI, Jeddah from time to time.

8.SCOPE OF WORK:

To provide the requisite manpower in accordance with the minimum rate of wages as per Ministry of Labour and Employment in Saudi Arabia.

Work will be on 24x7 (shift basis and 8 hours working for each). Clerks are required for attending Indian and Foreign nationals, to provide various information and to register their grievances. They will also have to maintain records including attending phone calls etc., Cleaners and Security Guard (8 hours work for each).

9.Experience and Age Limit for the Manpower to be deployed by the Companies:

For Clerks:

i) Educational Qualification: Any graduate from any University recognized by Central or state Government.

ii) A person should have basic knowledge to read, write and speak in English, Hindi & Arabic

iii) Technical Qualification: (a) Experience / Certificate in MS Office/Computer Application / Knowledge of working with MS word, Excel and/or webpage data entry

iv) Experience: Preferred - experience in data entry and scanning

v) Age: Applicant shall be between the age group of 18 years to 35 years.

10.TERMS AND CONDITIONS FOR COMPANY TO PAY WAGES TO DEPLOYED MANPOWER:

The Service provider will prepare monthly invoices at the end of each Gregorian month, and submit to the CGI, Jeddah for payment processing.

11.SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

Security deposit cum Performance guarantee of 10% of total bid amount of one year which shall be valid for two years, shall be submitted along with acceptance of work order in the form of Fixed Deposit/ Bank Guarantee only in the name of “Consulate General of India, Jeddah” having validity of two years. In case the contract is further extended, the performance security deposit will have to be accordingly renewed by the successful bidder. Security
deposit cum Performance guarantee will be released by Head of Post in CGI, Jeddah after the successful completion of the contract

12. TECHNICAL BID: ELIGIBILITY CONDITIONS:

The tendering Company shall fulfill the following technical specifications for Technical Bid:-

(i) The Company shall have at least five years experience in successfully providing manpower to Government or Public Sector Companies etc., in Saudi Arabia.

(ii) The Company shall have financial turnover of at least One lakh Saudi Riyal per Annum for each of the last three years.

(iii) The Manpower Company should undertake that it has the capabilities, licenses, and permissions required in accordance with laws and regulations of the Kingdom of Saudi Arabia to execute a variety of services as required by the CGI, Jeddah.

(iv) Bidder shall provide copy of valid manpower license from the Chamber of Commerce, Saudi Arabia.

(v) The Head Office/ Branch Office of the manpower Company shall be located in Saudi Arabia.

Note: Documentary evidence is required to be attached online establish the eligibility requirements for the conditions mentioned in TECHNICAL BID.

13. EVALUATION CRITERIA:

i) Total number of Bids received will be announced to bidders during Bid opening time.

ii) Technical and financial Bid will be opened by Designated Evaluation Committee in presence of bidders.

iii) Technical Bid will be opened first. Only Bidders who qualify Technical Bid will be considered for Financial Bid and only their financial bid will be opened. Financial Bid of the unqualified bidders in Technical Bid will not be opened.

iv) Evaluation committee will evaluate the Technical and Financial Bid.

14. GENERAL INSTRUCTIONS:

i) CGI, Jeddah reserves the right to accept or reject tender in part or full without assigning any reasons whatsoever.

ii) CGI, Jeddah takes no responsibility for delay, loss or non-receipt of applications.

iii) The contract shall commence from the date of receipt of acceptance of the work order. The first six months will be considered as probation period, the work order issued by the CGI, Jeddah shall be accepted by the tendering Company within 10 days from the
receipt of the order and the contract will be renewed for further remaining period of two years unless it is curtailed or terminated by the CGI, Jeddah owing to deficiency of manpower services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements or for any appropriate reason.

iv) The Company shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.

v) The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the company and additional manpower shall be withdrawn at the given time.

vi) All selected manpower shall wear Identity Card provided by the company every day during working hours.

vii) The Bidder will be bound by the details furnished by company to CGI, Jeddah, while submitting the tender. In case any of such document furnished by company is found to be false at any stage, it would be deemed to be a breach of terms of contract making the company liable for legal action besides termination of contract.

viii) The manpower deployed shall observe all etiquette and protocol while performing duty and shall be in proper formal dress.

ix) The successful Bidder will have to deposit the Contact agreement duly signed and Data Security Certificate.

x) All the documents should be digitally signed by the Bidder.

15. PERIOD OF CONTRACT / TERMINATION NOTICE:

The contract shall be valid initially for a period of two years from the date of award of work order. This contract may be renewed for further period of one year on the same terms and conditions as mentioned in the tender document, provided the requirement of the office for the above manpower persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. Either party can terminate the contract at any time by giving two months prior notice in writing.

16. RIGHT TO ACCEPT OR REJECT TENDER:

i) The right of acceptance or rejecton of tender will rest with the CGI, Jeddah.

ii) CGI, Jeddah reserves the right to accept the whole or any part of the tender and bidder shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

17. BIDDER TO GET INFORMED HIMSELF FULLY:

The authorized signatory of tender document will be deemed to have carefully read and
understood the tender documents along-with the terms and conditions and thereafter he has filed the tender document for bid process.

18. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED:

(i) The company shall ensure that the manpower deployed in the CGI, Jeddah for PBSK, confirm to the technical specifications of age, educational and skill qualification prescribed in the tender document.

(ii) The company shall provide Bio-data of each person deployed by him in format prescribed (after award of bid) by CGI, Jeddah.

(iii) The Company shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to this office.

(iv) Work will be on 24x7 basis (8 hours working for each). The Duty hours of security guard and Cleaning staff is for 8 hours a day and the timing will be intimated to L1 at the time of signing of contract.

(iv) The Company shall furnish the following documents in respect of the individual deployed by them in this office in the given time limit:

a) List of persons deployed.
b) Bio-Data with antecedents details of the persons deployed- [at the time of deployment]
c) Birth proof of the candidates- (at the time of deployment)
d) Copy of Aadhaar Card of the candidates
e) Identity Cards issued by Company bearing photograph – (within 5 days)
f) Identity proof and residential proof- (at the time of deployment).

(v) In case, the person employed by the company commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence, the Company shall be liable to take appropriate disciplinary action against such persons, including their removal from the work.

(vi) The Company shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.

(vii) If the person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.

(viii) All the issues related to contract, monthly payments etc shall be communicated and processed through the concerned authorities of CGI, Jeddah.

(ix) The Company shall provide a substitute within 3 days in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond 5 working days will attract pre-agreed liquidated damages® SR 50/- per day on the service-providing agency.
For all intents and purpose the service providing agency shall be the “Employer” within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the Company in CGI, Jeddah shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.

(xi) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. CGI, Jeddah shall, in no way be responsible for settlement of such issues whatsoever.

(xii) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.

(xiii) The Service providing agency bears full responsibility for the Resident permit (Iqama) and its renewal, payment of salaries, catering, transportation, housing, health insurance, uniform and medical care or any other obligation towards its employees as per labour law of Saudi Arabia.

19. LEGAL:

(i) The Company shall pay the minimum rate of wages as per Saudi Ministry of Labour under the scheduled employment.

(ii) The Company shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by them in this office.

(iii) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monitory or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.

(iv) The Company shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of Company’s employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.

(v) Disputes & Differences: Decision of the CGI, Jeddah levy of compensation for delay and payments for extra work done shall be final and binding on the Company. However, any dispute arising out of this contract can be referred to an Arbitrator.

20. TERMINATION:

This agreement may be terminated by either party by giving two months notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the Company shall take steps to withdraw all employees in a smooth and orderly manner.
21.MODE OF PAYMENT:

(i) The Company shall raise the bill, in triplicate, along with attendance sheet duly verified by the Competent authority in CGI, Jeddah in respect of the persons deployed and submit the same to the CGI, Jeddah in the first week of the succeeding month. The Company’s Bills shall be prepared and actual manpower deployed and the same shall be certified by officer-in-charge of respective section of the Consulate.

22.FORCE MAJOEUERE:

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

23. ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID:

1. Application - Technical Bid.
2. Attested copy of the Registration of Company with Saudi Ministry
3. Attested copy of the valid manpower license from the Ministry of Labour
4. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as token of their acceptance.

24. ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER:

List of manpower shortlisted by the CGI, Jeddah for deployment in CGI, Jeddah with details of the employees as follows:

1. Bio-Data of all persons in the format prescribed by the office
2. Birth proof of the candidates
3. Letter of deployment from the Company.
4. Contract agreement duly signed
5. Data Security Certificate as per Annexure “A”
6. Identity Cards issued by Company bearing photograph.
7. Identity proof and residential proof.
ANNEXURE ‘A’

DATA SECURITY CERTIFICATE

I / We hereby certify that the CGI, Jeddah shall have absolute right on the digital data and output products processed / produced by me / us. I / We shall be responsible for security / safe custody of official data. I / We also certify that the official data will not be taken out of CGI, Jeddah premises on any media. The original input data supplied to me / us by the CGI, Jeddah / produced from input data will not be passed on to any other agency or individual I / We shall abide by all security and general instructions issued by CGI, Jeddah from time to time.

I / We also agree that any official data of CGI, Jeddah will be deleted from my / our computer system in the presence of the observer of the respective office after completion of the task.

Signature of the Service Providing Agency

Signature of the Witnesses

(1)

(2)