# **Ref No. QCI/PPID/1220/021**

# **REQUEST FOR PROPOSAL**

# Hiring of Manpower Agency for Providing Resources on Short Term Basis



# **QUALITY COUNCIL OF INDIA**

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# Introduction

# **Quality Council of India (QCI):**

The Quality Council of India (QCI) is a pioneering experiment of the Government of India in setting up organizations in partnership with the Indian industry.

The mandate of QCI is to lead nationwide quality movement in India by involving all stakeholders for emphasis on adherence to quality standards in all spheres of activities primarily for promoting and protecting interests of the nation and its citizens.

To achieve this, QCI is playing a pivotal role in propagating, adoption and adherence to quality standards in all important spheres of activities including education, healthcare, environment protection, governance, social sectors, infrastructure sector and such other areas of organized activities that have significant bearing in improving the quality of life and well-being of the citizens of India.

# **Request for Proposal:**

Quality Council of India invites applications from eligible and competent manpower agencies/firms for providing manpower at QCI on short-term basis.

Applicant Firms may note the following:

- a) This Request for Proposals would not be binding on QCI in any form.
- b) Bidders are advised to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c) The bidder may, at their discretion, submit their suggestions on the objectives and scope of the work or service, timelines projected in the enquiry along with their interest. Suggestions and inputs so received in the RFP may not form part of evaluation and shortlisting criteria. However, QCI reserves the right to accept/reject any or all suggestions/inputs. The bidders/ shortlisted bidders shall have no right or claim in this regard.
- d) This shall in no way guarantee allotment of work to the shortlisted Firms. QCI reserves the right to adopt measures deemed fit for allotment of work as and when deemed fit.
- e) The Applicants must submit their applications in accordance with the requirements contained in this RFP document.

- f) This RFP does not bind QCI to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.
- g) QCI reserves the right to update, amend and supplement the information in this document including qualification process before the last date and time of submission of applications.

# **Scope of Work:**

The scope of the assessment of the shortlisted agency includes:

- Providing resources for conducting documentation review process
- Document review process will involve assessment of documents on online portal in a given time frame on basis of check list provided to them
- The document review process will be on-site at QCI office located in New Delhi; a detailed training shall be given along with the list of documents. After the agency has selected the resources QCI shall conduct test and interviews for final selection
- The resources shall be able to read and write in the languages- Hindi, English, Punjabi, Gujarati, Marathi, Kannada, Telugu, Tamil, Malayalam, Bengali, and Assamese.
- It is preferred that the resource shall possess research and analytical skills and previous experience in evaluating documentation

# **Important Notes**

- 1. The scorer/assessor/resource shall be able to read and write in the languages- Hindi, English, Punjabi, Gujarati, Marathi, Kannada, Telugu, Tamil, Malayalam, Bengali, and Assamese.
- 2. The resources shall require to bring their own laptop to perform the assessment process.
- 3. Time period for the assessment process would be for 60 days, to be commenced within 1-2 days of award of contract (tentatively from 3<sup>rd</sup> week of December 2020)
- 4. The assessors shall be seated at QCI office- ICCW Building, Near ITO, New Delhi- 110002.
- 5. It is preferred that the Assessor shall possess research and analytical skills and previous experience in evaluating documentation
- 6. No extra man day will be given on delay of documentation unless otherwise decided by QCI
- 7. Agency shall also submit the Aadhar Card numbers of all resources.
- 8. The service provider/ agency shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons.

- 9. Security Consideration: The resource deployed by the agency/service provider should not have any adverse police record/criminal case against them. The service provider should make adequate enquiries and certify about the character and antecedents of the persons whom they deploy. A copy of the police verification report should be deposited in QCI office within 10 days, of issue of letter of award of work. In case the same is not provided in respect of any employee, the said employee shall not be allowed to continue in QCI.
- 10. The service provider will also ensure that the resource deployed are medically fit and will keep in record a certificate of their medical fitness.
  - Precautions due to COVID-19 Pandemic: The agency will be responsible for providing all essential PPE materials to the Assessor(s). Assessor(s) the health check-up will be monitored by IB before during and after the inspection. Assessor(s) should have the access to Arogaya Setu app and data should be updated on daily basis
  - Resource(s) should follow MHA guidelines strictly at the time of inspection. PPE will be used and social distancing will be maintained by the resource(s).
  - If any resource(s) found positive for COVID-19 then, QCI will not be responsible for his/her treatment
- 10. The Service Provider shall withdraw such employees/resources who are not found suitable by QCI for any reasons immediately on receipt of such a request from QCI.
- 11. The service provider's personnel shall not claim any benefit/compensation/absorption/ regularization of services from/in QCI under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to QCI at the time of deployment in QCI
- 12. The service provider shall ensure proper conduct of its persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
- 13. That the service provider will ensure that its personnel always conduct themselves in befitting manner and will not indulge in any activity, of whatsoever nature while performing their duties during the tenure of the agreement / contract, which may cause loss to QCI/its offices or be damaging to the reputation / goodwill of the QCI. It shall also ensure that the personnel will not at any time cause or permit any nuisance at the Office(s) of QCI and / or do anything which may cause unnecessary disturbance or inconvenience to others and follow & conform to the administrative procedures / systems already prevalent in the Offices of QCI
- 14. In case QCI requires the service provider to remove from its office, any person or persons, deployed by the service provider, who may be incompetent or for his/her/their misconduct or due to any other reason whatsoever, the service provider shall forthwith comply with such direction and shall remover/replace such person immediately.

- 15. The transportation, medical and other statutory requirements (if any) in respect of each personnel of the service provider shall be the responsibility of the service provider.
- 16. That the service provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act, etc. and the Council shall not incur any liability of the service provider for any expenditure whatsoever on the persons employed by the service provider on account of any such statutory obligation. The service provider will have to provide particulars of EPF, ESI of its employees engaged in the Council, on monthly basis, along with bill submitted by them.
- 17. No wage/remuneration will be paid to any person for the days of unauthorized absence from duty
- 18. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider
- 19. This Council shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider
- 20. That in case any loss / damage is caused to any machine, material equipment, building and / or to person(s) due to any act, omission conduct or negligence of the personnel deputed by the service provider and / or if any claim / demand is raised / made on offices of QCI on account of any loss/damage to life/property/person which is or which may be caused due to any defects / deficiency on the said Services rendered or work executed under this agreement, the service provider undertakes to indemnify/compensate QCI fully in respect of such losses / damages / claim(s)/demand(s). The loss/damage so occurred will be assessed and calculated after joint investigation / inquiry by authorized representatives of both the parties and same will be recovered from the service provider or deducted / adjusted from/against its bill(s).
- 21. The service provider shall certify that it is registered with PF Commissioner and undertake to pay and deposit all statutory dues/contributions in time e.g. PF, ESI etc. with the appropriate authority /agency /office / dept. and to file all and / or any statutory returns / forms/ statements under different Acts / Rules, as applicable from time to time, in respect of the personnel deputed / deployed by it. The service provider will give a declaration every month to QCI declaring that it has fully complied with and discharged all its obligations under all the applicable labour laws and other Act(s) and the Rules framed there under in respect of the personnel deputed / deployed by it. The service provider will submit the proof of depositing all statutory dues/ payments with the appropriate authority in respect of personnel deputed / deployed by it for executing the said Services, along with its bill(s) to facilitate the payments and QCI shall be entitled to withhold any payments of the service provider till such proof is submitted

by the service provider. The service provider has agreed that in case of its failure to file any statutory return / form / statement or deposit any statutory dues / contributions in time, as explained, the service provider will be solely liable and responsible for all and / or any consequences, of whatever nature whether civil or criminal, arising out of any such default made by it and shall keep QCI indemnified in this regard. QCI shall in no way liable and responsible for the default of the service provider in this respect.

- 22. That the service provider has assured that it will continue to have valid license issued under the Contract Labour (R&A) Act, 1970 and the rules made there under and all other documents / certificates / licenses / ESI no. / EPF no. etc. as are applicable and necessarily required during the subsistence of this agreement including its extended / renewed tenure
- 23. The Council will maintain an attendance register in respect of the staff deployed by the service provider on the basis of which wages/remuneration will be decided in respect of the staff at the approved rate
- 24. Signing of SLAs at the organization as well as the resource level.

#### **GENERAL TERMS AND CONDITIONS**

#### 1. TRAINING

All the resources are to be trained on various aspects of the project before the start of actual documentation by QCI. The agency has to bear all the cost related to training including bringing all the resources to training location, stay & travel of assessors, cost for venue etc.

# 2. RESOURCE REQUIREMENT

Name of Assessment	Number of Resources	Qualification	Essential Requirement
Documentation Review	*Note: QCI reserves the right to select two agencies and allocate the job according to the capability and availability of resources with the agencies	Certification from ITI	Resource shall possess research and Analytical skills, knowledge in computer operations and experience in evaluating documents. It is to be ensured that all resources are well versed in regional

	languages such as
	Hindi, English, Tamil,
	Telugu, Malayalam,
	Assamese, Oriya,
	Bengali, Punjabi,
	Marathi, Gujarati
	etc. based on the
	state in which they
	will handle the
	documentation part

# Break-up of resource requirement language wise (tentative):

S. No	Language	No. of Resources
1	Marathi	9
2	Gujarati	4
3	Bengali	2
4	Odiya	3
5	Kannada	5
6	Telugu	5
7	Tamil	13
8	Malayalam	2
9	Punjabi	4
10	Hindi/English	28
11	Assamese	5

# 3. SAFETY AND INSURANCE

Ensuring safety of resources at the time of assessment shall be the responsibility of the agency. QCI has no obligation or responsibility towards any individual in any such cases or

situations. The agency must have and maintained valid and enforcement insurance policies for public liability, professional indemnity, workers compensations required by law.

#### 4. PRESENTATION

As a part of Evaluation of proposals submitted by the applicants, QCI reserves the right to seek further information or a presentation from the Organizations for evaluation purposes. QCI may call for such information/presentation at a short notice.

## 5. AMENDMENTS TO RFP

At any time prior to the last date for receipt of applications, QCI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP document by an amendment. In order to provide prospective applicants reasonable time in which to take the amendment into account in preparing their proposals, QCI may at its discretion extend the last date for the receipt of proposals and/or make other changes in the requirements set out in the RFP. Any such amendment shall be communicated to the empanelled vendors through e-mail on the e-mail ID's registered with QCI.

#### 6. ETHICS

QCI expects all resources, assessment agency to show the highest ethical standards during the course of the assignment. If any complaints/information regarding any incident of bribery, corrupt payment, an unauthorized support such as hotel accommodation, travel tickets, local travel etc., is brought to the notice, the agency shall take the necessary action (to the extent of expulsion/removal) as per its organization rules and laws applicable at that time. QCI is absolved of any liability/claim arising out of any such above situations. A code of conduct shall have to be signed and submitted by each assessor to be deployed. This should be facilitated by the assessment agency. The agency will ask the resources to fill NDA which will be submitted to QCI. The resources shall submit a declaration stating they will not engage in any fraudulent activity.

Note: If data is not correct/tampered/not as per the requirement, re-documentation has to be executed and the agency shall bear the cost.

### 7. PAYMENT SCHEDULE

- a) Payment shall be made within 15 days of submission of proper invoices after verification of attendance of resources deployed.
- b) 10% of the final payment shall be retained till satisfactory QCI sign off.
- c) QCI shall not be responsible to reimburse any of the expenses incurred by the agency apart from those specifically agreed for in this work order.

#### 8. REJECTION OF APPLICATION

The application is liable to be rejected if:

- a) Not in prescribed forms and not containing all required details.
- b) Not properly sealed and signed as per requirements.
- c) Received after the expiry of due date and time.
- d) Missing of any supporting document(s) with the Proposal.

#### 9. DISCLAIMER

- a) The QCI shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered and returned unopened to the applicant.
- b) The QCI reserves the right
  - i. To reject any/all applications without assigning any reasons thereof.
  - ii. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the QCI without assigning any reasons thereof.
  - iii. To include any other item in the Scope of work at any time after consultation with applicants or otherwise

## 10. WRITTEN UNDERTAKING

QCI may at any time require the agency and its resources, to whom confidential information may be disclosed in the course of execution of contract, to give a written undertaking in the form of a deed reasonably accepted to QCI and relating to the use and non-disclosure of the confidential information relating to QCI or any Government

Department or relating to any Ministry and or such other information that QCI suggests to be confidential. Upon receiving a request aforesaid the agency must promptly arrange for all such undertakings to be given to QCI

#### 11. ACCESS BY QCI

- a) The QCI may, at all reasonable times and on giving reasonable notice to the agency access the premises to the extent relevant to the performance of this contract; require the provision by the agency, its employees, personnel or professionals agents of records and information in a data format and storage medium accessible by the QCI by use of the agency's existing computer hardware and software; inspect and copy documentation, books and records, however stored, in the custody or under the control of the agency, its employees, agents, professional or personnel; and require assistance in respect of any inquiry in to or concerning the Services or this Contract.
- b) For these purposes an inquiry includes any audit whether administrative or statutory review' audit or inquiry (whether within or external to the Department), any request for information directed to the QCI by any authority or Government Department or any Ministry and any inquiry conducted by Parliament or any Parliamentary committee.
- c) The agency must provide access to its computer hardware and software to the extent necessary for the agency to exercise its rights under this clause, and provide QCI with any reasonable assistance requested by the agency to use that hardware and software provided that any proprietary information including confidential information like profit margins, overheads and other such confidential information about its employees, sub-contractors, organization would not be made available.

## **12. FORCE MEJEURE**

The parties shall ensure due compliance with the terms of this agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the agreement to the extent such a failure is due to force majeure events such as fire, rebellion, mutiny, civil commotion, riots, strike, lockout, force of nature, accident, act of God, or any other reason beyond the control of concerned party.

However, the concerned party must give notice of such event as and when it arises or is perceived as soon as possible and make all possible efforts to minimize the effects of such circumstances on the performance of work. If non-performance or diminished performance continues for more than 7 days by the affected party due to the circumstances mentioned under this clause, the other party may terminate the contract with immediate effect.

## 13. RESCINDING OF WORK ORDER

The work order issued by QCI to an assessment agency for the above scope can be withdrawn at any time by giving a notice period of 3-4 days if an assessment agency fails to perform/execute work as per the requirements specified in this document after two warnings.

#### 14. INDEMINTY

Agency undertakes to indemnify QCI from and any losses that QCI may incur due to any deficiency in services rendered by IB or any instance of corruption or improper payment.

# **15. NO SUBLETTING ASSIGNMENT**

There must be no further subcontracting without prior written consent of QCI.

## **16. MAINTENANCE OF CONFIDENTIALITY**

The agency must not divulge any confidential information and assure that reasonable steps are taken to provide for the safe custody of any and confidential information in its possession and to prevent unauthorized access thereto or use thereof. The IB must not, without the prior written consent of QCI, disclose any confidential information of QCI or any government department or relating to any ministry or any other party. In giving written consent to the disclosure of confidential information, QCI may impose such conditions as it thinks fit, and the agency must comply with these conditions. Confidentiality clause shall survive for a longer period of one year after the termination of contract or contract expiry period.

## 17. REMOVAL OF DATA

The agency must not, and must ensure that its employees/ professionals subcontractors and/ personnel do not:

- a) remove any data or allow any Data concerned with this contract to be removed from the places as notified / directed by QCI; or
- b) take any Data or allow any Data to be taken outside of India, without the QCI's prior written consent.

# 18. Pre-qualification Criteria

S. No	Requirement	Documents
1	The Agency should be a registered legal entity (Partnership/Company/Society) with minimum 3 years of existence on the day of the submission of bid.	<ul> <li>Certificate of Incorporation         / Registration</li> <li>PAN Card</li> <li>GST Registration Certificate</li> <li>Labour License No.</li> <li>PF Registration No.</li> <li>ESIC Registration No.</li> </ul>
2	The turnover of the agency for each financial year 2017-18, 2018-19 and 2019-20 should be at least Rs. 1 Crore	Balance Sheets & documents certified by CA
3	The agency must have an experience of at least 3 years in providing manpower, and must have completed at least four projects worth Rs.25 lakhs each for Centre/State Govt, PSUs, Private.	Copies of the work orders/sanction order of Social Media activities
4	Should have a local office in Delhi/NCR region	Documentary evidence
5	The Agency should not have been black listed by Central or State Governments & PSUs	Self-Declaration

#### 19. EVALUATION OF BIDS

The Bidders shall be short listed after the evaluation of their Technical Bids. Financial bids of only such shortlisted bidders will be opened. The final selection of the bidders shall be done on L1 basis.

Evaluation shall be done by a committee constituted for evaluation by the QCI based on the below given criteria (but not limited to):

- a) Fulfilment of all statutory requirements
- b) Turnaround time
- c) Financial Soundness
- d) Relevant experience in providing manpower on short-term basis for Government/ PSUs/ Private Sector/ Brands

## 20. THE PROPOSAL SUBMISSION SHOULD INCLUDE THE FOLLOWING

# **SUBMISSION OF TECHNICAL BID:**

The technical bid should contain the following details:

- Stamped and Signed documents required as per pre-qualification criteria.
- Proof of registration of all statutory requirements
- Summary profile of proposed assessors including Name, Education Qualification, Professional Experience, Language Proficiency, State with special mention to any experience of similar kinds of assessment activities (assessment experience is preferred).

#### SUBMISSION OF FINANCIAL BID:

S. No.	Description	Cost (excluding taxes)
1	Per resource cost (per month) including all statutory components and administrative charges	

## **SUBMISSION DETAILS**

Interested parties may send the technical and financial bid in two separately sealed envelopes inside a larger sealed envelope super-scribing "Proposal for Providing Resources on Short-Term Basis" to Deputy Director (Accounts), Quality Council of India, Institution of Engineers Building, 2nd Floor, 2, Bahadur Shah Zafar Marg, New Delhi 110002 latest by December 11, 2020, 5 PM.

For further queries, you may please contact the below-mentioned persons:

For technical queries: email id: <a href="mailto:ansh.mittal@qcin.org">ansh.mittal@qcin.org</a>
For any other queries: Ms. Kanika Sethi email id: <a href="mailto:kanika.sethi@qcin.org">kanika.sethi@qcin.org</a>