



राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान

National Institute of Electronics and Information Technology
(An Autonomous Scientific Society of Department of Electronics and
Information Technology)

Ministry of Communications and Information Technology, Government of
India, Electronics Niketan, 6 CGO Complex, New Delhi-110003

**Request for Quotation for setting up
a Project Monitoring Unit (PMU) for the project "Development of NE Region by
Enhancing training/Education Capacity in IECT Area"**

NIELIT intends to create a Project Monitoring Unit (PMU) for monitoring Department of Electronics & Information Technology sponsored project titled "Development of NE Region by Enhancing Training/Education Capacity in IECT Area" under which 18 permanent campuses of NIELIT Centres/Extension Centres are being constructed/upgraded. Bids are invited from the eligible firms for Setting up a PMU initially for a period of one year (extendable upto completion of the project)

The interested firms may visit websites: <http://www.nielit.gov.in>, www.deity.gov.in,
<http://eprocure.gov.in> for more details. Last date for submission of bids in sealed envelope is
31.7.2015(Friday)

Registrar



NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY

(An autonomous Scientific Society of Department of Information Technology,
Ministry of Communications and Information Technology, Govt. of India)

Ref. No. NIELIT/CCU/TECH/(2)/13/5

NOTICE INVITING TENDER

**for Setting up of Project Monitoring Unit (PMU) for the project
'Development of NE Region by enhancing training/education capacity in
IECT area'**

Nature of the Work (Procurement of Services/Goods) Outsourcing	Manpower Services
Details of Contact Person for clarifications/queries	Registrar, NIELIT Headquarters Electronics Niketan, 6, CGO Complex, New Delhi – 110003 Tel.: 011-24365592 Email: registrar@nielit.gov.in
Cost of Tender Document (non-refundable)	Nil
Estimated cost of contract/ work	Rs.75 Lakhs per annum
Earnest Money Deposit (EMD)	Rs.3,75,000/-
Publishing Date	10.7.2015
Website for downloading Tender Document, Corrigendum's, Addendums Etc.	http://www.nielit.gov.in , http://eprocure.gov.in , http://www.deity.gov.in
Bid Submission Closing Date & Time	31.7.2015 (1700 Hrs)
Technical Bid Opening Date & Time	03.8.2015 (1000 Hrs)
Address where the Tenders are to be submitted	Registrar, NIELIT Headquarters Electronics Niketan, 6, CGO Complex, New Delhi – 110003
Venue for Technical Bid opening	NIELIT Headquarters
Date, Time and Venue of opening of Financial bids	Will be intimated later to the technically qualified bidders
Bid Validity	90 Days from the last date of bid submission

TENDER DOCUMENT

for Setting up of Project Monitoring Unit (PMU) for the project 'Development of NE Region by enhancing training/education capacity in IECT area'

Last date for receiving quotations: 31.07.2015 at 1700Hrs.

**Date for opening of Technical Bids
in the office of NIELIT** 03.08.2015 at 1000Hrs.

I BACKGROUND

NIELIT, an organization with Department of Electronics & Information Technology (DeitY), involved in Capacity Building in IECT, e-Gov, ESDM, GIS, Cloud Computing etc. and conducting Online Examinations is having its own Centres at 32 locations in the country. NIELIT is constructing permanent campuses of many of these Centres which are located in different parts of the Country like Ajmer (Rajasthan), Agartala(Tripura), Patna(Bihar), Ropar(Punjab), Srikakulam (Andhra Pradesh), Kolkata(West Bengal) and 18 locations in North Eastern region.

NIELIT invites Request for Quotation (RFQ) for “Setting up a Project Monitoring Unit (PMU) for the project ‘Development of NE Region by enhancing training/education capacity in IECT area’”. Under the project, 18 Centres/Extension Centres of NIELIT are to be constructed/upgraded in the NE region. Proposal for setting up PMU in the prescribed format are invited from Proprietorship Concern/Company registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/Autonomous bodies or any other venture not covered above which are engaged in providing such services preferably to Government, PSU etc.

For any further queries and clarifications, the bidders may contact the Nodal Officer Shri Anurag Kumar, Joint Director (Tech) on Telephone Nos. 011-24367715, 9958689995 or on e-mail id: akgupta@nielit.gov.in

II SCOPE OF WORK

- [i] The National Institute of Electronics and Information Technology, New Delhi requires services of reputed, well established and financially sound Professional Staffing and Manpower Sourcing Organization to provide professional support services in the category of professionals, unskilled, semi-skilled and skilled personnel at different levels.

- [ii] The selected bidder will depute personnel for the PMU with requisite educational qualification, proficiency and experience as indicated in Annexure-V.
- [iii] The overall cost of the proposal inclusive of all Service Charges, Taxes, and Allowances etc. shall not exceed Rs. 75 Lakh for the first year.
- [iv] To provide replacement/substitute having equivalent qualifications and skills, if any candidate resigns or his/her contract is terminated for whatsoever reasons or the candidate is absent from the duties for any other reasons.

III VALIDITY OF THE CONTRACT

Contract, once awarded, shall remain valid for a period of one year. The contract can be extended further with mutual consent. However, the contract can be terminated at any time without assigning any reason by giving a notice of two months by either party.

IV ELIGIBILITY CRITERIA

- [i] The bidder should have been in the business of providing services of deployment of personnel to carry out administrative, technical related functions for more than 5 years as on 31st March, 2015 (Proof for commencement of Business should be furnished). Also the bidder should have a labour license and a copy of the same should be submitted with the technical bid.
- [ii] The bidder should be an ISO 9001:2000 certified organization.
- [iii] The average annual turnover of the Empanelled Bidders for the past 3 years immediately preceding the current financial year (viz. 2011-12, 2012-13 and 2013-14) should not be less than Rs 120 lakhs and should not be in deficit mode during these years. Copies of the Profit & Loss Account/ Income Expenditure Statement along with balanced sheet duly audited by CA in support of the Empanelled Bidders' turnover as well as the profits/ loss must be submitted with the Technical Bid.
- [iv] During past two years (i.e. 2012-13 and 2013-14), the bidder should have satisfactorily completed the similar contracts with Government, Autonomous bodies of Central/ State Govt., PSUs or organizations of repute for any of the following:-
 - a) A single contract for an annual value of at least Rs. 60 lakhs; or
 - b) Two contracts for annual value of Rs. 40 lakhs each; or
 - c) Three contracts for annual value of Rs. 30 lakhs each.
- [v] Certificates of satisfactory completion of the contract(s), which satisfy condition [iii] should be submitted duly certified by the client(s).
- [vi] The bidder should be registered with ESIC (Certified copy to be attached)
- [vii] The bidder should have registration with Employees Provident Fund Office or any corresponding Provident Fund authority to process EPF in respect of its employees (Certified copy should be attached)

- [viii] The bidder should be registered under Service Tax Registration for providing services concerning sourcing of manpower (Certified copy to be attached).
- [ix] The bidder should have a PAN Card and a copy of the same should be submitted with Technical Bid.
- [x] An undertaking (self certificate) that the bidder is not & has not been blacklisted by any Central/ State Government organizations during the last five years (2009-10, 2010-11, 2011-12, 2012-13, 2013-14).
- [xi] Earnest Money Deposit (EMD) of Rs.3,75,000/- by Demand Draft favouring NIELIT payable at New Delhi must be attached with the offer. While the EMD deposited by the unsuccessful bidders would be refunded after the bidding process is over and EMD deposited by the successful bidders would be refunded after receipt of Performance Security. In case, any bidder withdraws after opening of Technical Bids, EMD shall be forfeited. No interest on EMD shall be paid by NIELIT.
- [xii] The bidder should have provided similar services to at least one Central/ State Government Department or Statutory/ Autonomous Body or PSU.
- [xiii] The bidder should submit its Bids in two parts in the prescribed proforma enclosed (*Annexure I and Annexure II*).
- [xiv] Each page of the documents submitted with the bids including the bidding proforma must be signed by the authorized signatory signing the Bid in token of authentication/ correctness of the documents.

V PROVIDING SERVICES/ SUPPORT

- [i] Agency will deploy manpower of requisite qualification to the NIELIT after following an elaborative procedure viz. short-listing, interviews etc. Agency will provide replacement within one week, if any candidate resigns or his/her contract is terminated for whatsoever reasons or the employee takes applies for leave of one week or more.
- [ii] In case the Empanelled Bidders fails to provide the list of manpower with requisite qualifications, experience and skills as given in Annexure-V, within a week's time from the date of issue of demand letter by NIELIT, the said demand letter will be treated as withdrawn/ cancelled and awarded to the other Empanelled Bidders.
- [iii] For the resources deployed, the Empanelled Bidders will keep with them their Police Verification completed and furnish the original Police Verification to NIELIT while keeping a copy with themselves. The Empanelled Bidders shall keep the details of present and permanent address (with proof), educational and technical qualification details, specimen signature, two passport size photographs of deployed resources and furnish these details/ information to NIELIT, as and when required. The Empanelled Bidder will also obtain Aadhar Number of the candidates and will provide to NIELIT, which may be used for biometric attendance system, if so desired by NIELIT.
- [iv] The Empanelled Bidders will issue appointment order to the deployed resources only after checking his/ her documents of qualification and endorse a copy of the same to NIELIT. The manpower deployed will be issued ID Cards by the Empanelled Bidders,

which the person deployed will always keep with him/ her and show on demand. This will be in addition to Entry Pass issued in favor of the deployed personnel at the workplace to facilitate his/ her entry in secured area/ office premises.

- [v] The personnel provided by Empanelled Bidder shall be posted in the PMU to be setup in Electronics Niketan, Lodhi Road, New Delhi and will report to NIELIT or its clients, who will assign them specific tasks as per requirement.

VI PAYMENTS:

- [i] Payments shall be released on a monthly basis against the pre-receipted bills received from the Empanelled Bidders after ascertaining that the quality of the services rendered by the Empanelled Bidders were satisfactory and all personnel deployed were present on all working days during the period covered by the bill.
- [ii] The payment to be made to each employee shall be decided by NIELIT.
- [iii] The Empanelled Bidders shall submit the Attendance Sheet, Payment Receipt, EPF deposit challan, ECR for EPF deposits, ESI Deposit Challans along with ECR for ESI deposits, of the personnel deployed along with bill for every month.
- [iv] The Empanelled Bidders shall make payment of Salary to the employees deployed in NIELIT through Bank Transfer by 7th of the following month.
- [v] The Empanelled Bidders shall provide ESI cards to all the deployed personnel, wherever ESI is applicable.
- [vi] The Empanelled Bidders shall provide PF A/c no. to all the deployed personnel, wherever PF is applicable.
- [vii] The Empanelled Bidders will submit a copy of the appointment letter issued to the deployed resources along with the first bill for claiming reimbursement for the services provided to NIELIT or its clients or any other authority at NIELIT's advice.
- [viii] No increase in the rates during the contract period shall be entertained for whatsoever reasons except that in case of increase in minimum wages by Government of NCT of Delhi, the manpower rates will be revised proportionately.
- [ix] The Empanelled Bidder has to ensure and furnish a Certificate along with the monthly bill that payments to the personnel deployed at the request of NIELIT have been made in strict compliance of the provisions of the Minimum Wage Act and that necessary payments on account of statutory provisions, for e.g. ESI / PF / Gratuity, etc., have been deposited with the concerned authorities, failing which the contract shall not only be terminated and security deposits forfeited, but also any other action, as deemed fit by NIELIT shall be taken.
- [x] The Empanelled Bidder shall furnish a comprehensive list of all employees deployed by it at NIELIT with the details of PF account numbers and ESI card numbers of each employee and as and when a new personnel is deployed by the Empanelled Bidders,

such details in respect of the said personnel shall be furnished within a month from the date of his/ her deployment.

- [xi] Final bill shall be paid after 30 days from the completion/ termination of the contract.

VII PENALTY for NON-PERFORMANANCE AND NON-PAYMENT

- [i] The Empanelled Bidder will deploy the requisite resources/ manpower within 10 working days of placing the work order by NIELIT. **Beyond this period, a penalty of Rs 200/- per day per person** will be levied for a period of 10 working days and after that the work order will be cancelled and manpower will be obtained from alternate sources. Work order cancellation charges will be applicable in addition to the above penalty.
- [ii] In case the Empanelled Bidders fails to make payment of salary by 7th day of the following month, a penalty @ 1% for every day of delay shall be levied, subject to a maximum of 10% of the total bill value of the month. If Empanelled Bidders fails to release the salary to the personnel deployed in NIELIT by 7th day of following month without appropriate justification, NIELIT reserves the right to cancel the work order and forfeit the performance security besides taking any other action, as per law.
- [iii] The defaulting Empanelled Bidder is liable to pay work order cancellation charges of 5% of value of work order (the sum of monthly consolidated salary to be paid to the manpower to be sourced under the specific work order), which will be realized through the pending bills or Security Deposit or by raising claims.

VIII TIMINGS & HOLIDAYS

- [i] The employees of the Empanelled Bidders deployed at the premises of NIELIT shall report for duty at 9:00 AM and shall remain on duty till 5:30 PM on all working days. The employees shall be eligible for a lunch break of 1/2 an hour between from 1.00 PM and 1.30 PM. NIELIT shall, however, have the right to detain all or some of the employees of the Empanelled Bidders, beyond the above hours, on Saturday/Sunday and holidays, on need basis.
- [ii] The employees of the Empanelled Bidders deployed at the premises of NIELIT will be entitled for Casual Leave (CL) of 12 days per annum and Privilege Leave (PL) of 15 days in a year, subject to the condition that one CL will be due after completing one month's continuous service and 5 days of PL will be due after completing 4 months of continuous service. The employees will be eligible for accumulating PL upto 45 days while no accumulation of CL will be allowed beyond a calendar year. In case, of employees joining during mid of a month, a period of less than 15 days will be ignored while the period of more than 15 days shall be considered as a completed month for the purposes of calculation of Leave entitlement. Further, in a case an employee leaves or is retrenched/ removed from job without completing 4 months of deployment, he/ she would be eligible for encashment of balance PL at his/ her credit calculated on

proportionate basis. Less than 0.5 shall be ignored while 0.5 or more shall be rounded off to next whole number. Any time, if employee leaves the job in between, Contractor will pay amount equivalent to his/her leave salary for his/her entitled PL Encasement and same will be submitted to NIELIT for reimbursement by the Contractor producing proof of this payment.

IX PERFORMANCE SECURITY

- [i] Successful bidder will have to provide Security Deposit of an amount equal to 10% of the annual cost of the tender calculated based on the cost of existing manpower hired by NIELIT from present contract plus the rates quoted and accepted by NIELIT. The security deposit can be submitted in the form of DD or FDR or BG in favour of NIELIT payable at New Delhi. The DD/FDR/BG should be valid for a period 14 months from the date of award of the contract. The Security Deposit will be forfeited in case the Empanelled Bidders fails to meet its obligations under this contract. The DD/FDR/BG must contain appropriate provisions for invocation of the same by NIELIT at its discretion.
- [ii] The successful bidder shall submit the performance security within 10 days of the issue of the offer made by NIELIT, failing which the tender may be cancelled.

X GENERAL TERMS AND CONDITIONS

- [i] The contract can be terminated at any time without assigning any reason by giving a notice of two months by either party.
- [ii] The NIELIT reserves the right to accept or reject any bid without assigning any reason whatsoever.
- [iii] Incomplete bids are liable to be rejected.
- [iv] Late bids shall not be accepted and no correspondence in this regard shall be entertained.
- [v] The decision of the Managing Director, NIELIT on any dispute, arising out of or relating to the contract, including the interpretation of a part or full of this document, shall be final and binding on the parties.
- [vi] Any overwriting/ fluiding/ corrections in the offer submitted by the Empanelled Bidders should be authenticated by the signatures of the authority signing the bid. Failure on this account may lead to cancellation of the bid. No overwriting/ fluiding/ corrections shall be allowed in the Financial Bid.
- [vii] If any column in the Proforma at *Annexure I* or *Annexure II* submitted to NIELIT remains blank or filled with inappropriate/ incomplete information, the bid would be treated as incomplete and hence, rejected.
- [viii] A copy of this document with each page signed (by the signatory signing the bid) in token of acceptance of the terms and conditions stipulated herein must be submitted

with the Technical Bid. The Technical Bids not accompanied by a duly signed copy of this document shall be treated as incomplete and shall be rejected.

- [ix] Any disputes or differences between the parties hereto arising out of from or relating to anything contained in this Agreement including any dispute or differences arising out of termination or implementation of the obligations arising here from shall be referred to the Arbitrator appointed as per the provisions of the Arbitration and Conciliation Act, 1996 or any statute modification or enactment thereto for the time being in force. The award made by the Arbitrator shall be binding on the parties hereto and the venue/ jurisdiction of the Arbitration shall be at New Delhi.
- [x] The persons deployed by the Empanelled Bidders would not have any claim for employment or payment of wages or any other claim whatsoever against NIELIT. The persons hired/ engaged from Empanelled Bidders would not have any claim for compensation or any damage against NIELIT in any event whatsoever. Empanelled Bidders would be responsible or answerable for any such claim.
- [xi] The Empanelled Bidders shall be responsible for suitability, medical fitness and police verification of the character and antecedents of the manpower sponsored by it for deployment in NIELIT.
- [xii] The manpower deployed shall remain under the control and supervision of the Empanelled Bidders and the Empanelled Bidders shall be liable for payment of their wages and all other dues payable under various labour regulations and other statutory provisions.
- [xiii] The deduction of income tax from the bills of the Empanelled Bidders will be made at source as per the provisions of the Income Tax Act 1961 and that the Service Tax will be paid to the Empanelled Bidders on total monthly bill amount as per provisions of the Central Exercise Act.
- [xiv] In case any of the person(s) deployed by the Empanelled Bidders does not come up to the mark in terms of general discipline or does not perform his/ her duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Empanelled Bidders on the order of NIELIT shall immediately withdraw such person[s] from the premises of NIELIT and provide a suitable substitute.
- [xv] The manpower supplied by the Empanelled Bidders shall be rotated as per the instructions of NIELIT from time to time during the currency of the contract.
- [xvi] The Contract shall be governed by jurisdiction of Delhi Courts. The terms of this document shall be interpreted as per Indian Laws.
- [xvii] The Persons provided by the Bidder shall not claim any benefits/compensation absorption/regularization of service from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this office.

- [xviii] Any losses or damages to the properties of NIELIT or its Customers/ Clients caused due to negligence or malpractice indulged by the personnel deployed by the Empanelled Bidders will be recovered from the Empanelled Bidders and Empanelled Bidders will bear all such costs.
- [xix] Empanelled Bidders awarded the contract, will not charge any amount from the persons deployed to NIELIT. In case any such incident(s) comes to the notice of NIELIT, the contract awarded to the Empanelled Bidders shall be cancelled and Performance Security forfeited.
- [xx] The Empanelled Bidders selected will be required to execute an Agreement with NIELIT as per **Annexure VI** within 15 days of communication from NIELIT about its selection for the purpose and the tax liability on this account shall be borne by the bidders concerned. A copy of the agreement is enclosed at **Annexure VI**.
- [xxi] The Empanelled Bidders must have an office in Delhi/ NCR and in case it does not have any office in Delhi/ NCR, it should open an office in Delhi within 15 days of communication of its selection by NIELIT.

XI BID VALIDITY:

The bids submitted should be valid for at least 90 days. However, NIELIT shall have the right to extend the validity, in which case, the bidders not willing for extension will be allowed to withdraw without forfeiture of EMD.

XII PROCEDURE FOR SUBMISSION OF THE BIDS

- [i] The envelope should be marked **“Quotation for Setting up PMU for the project titled ‘Development of NE region by Enhancing training/education capacity in IECT area’”**. The Bid should be submitted in two parts i.e. Technical Bid and Commercial Bid in Proforma given in *Annexure I and II*, respectively. The two proforma, duly filled in, with all relevant documents attached, should be sealed in separate covers with each cover superscribed with the statement **“Technical Bid”** or **“Commercial Bid”**, as the case may be. Both these covers should then be sealed in a bigger cover and submitted at NIELIT’s office, on or before the prescribed cut-off date. The bigger envelope containing the envelopes of Technical and Commercial Bids superscribed with the statement **“Quotation for Setting up PMU for the project titled ‘Development of NE region by Enhancing training/education capacity in IECT area’”** and addressed to **The Registrar, NIELIT, Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi- 110 003** must reach the addressee **on or before the closing time and date indicated on top of this document**. The tenderers are allowed to depute their representatives (one per Tenderer) for Technical Bid opening on the prescribed date and time.
- [ii] All pages in Technical Bids must be page numbered and on top of the Bid, an index giving page number of each document submitted must be indicated. The Bids without such an index are liable to be rejected.
- [iii] The Commercial Bids should be submitted in Proforma given at *Annexure II* of this document. The consolidated salary to be paid to the individual will be decided by

NIELIT. Thus, the costs should be quoted for Bidders' Service Charge including overheads, profits etc. in terms of percentage of employee's salary. The Bids not conforming to the above provisions, would not be considered and summarily rejected.

- [iv] Commercial Bids of only those bidders shall be opened whose Technical Bids are found in order and complete in all respects. The bids opened by the duly constituted Committee in this office on notified time, date and place in presence of Bidders' duly nominated representatives (one per bid), if deputed by them. Intimation for opening of Commercial Bids would be sent through e-mail or telephone only.
- [v] **No price should be mentioned in Technical Bid otherwise the bid is liable to be rejected.**

XIII BID EVALUATION CRITERIA

- [i] In the first instance, the Technical Bids shall be opened by the authorized representatives of NIELIT in the presence of representatives of bidders, if available.
- [ii] The date, time and venue for opening of the Technical Bids is given on cover page of this document;
- [iii] The bidders may depute their representative for the Technical Bid opening event.
- [iv] The Technical Bids will then be evaluated by NIELIT, internally on the basis of parameters given in Annexure-VII and for each parameter marks shall be awarded as mentioned against each. NIELIT may decide to call for presentation from the technically qualified bidders.
- [v] Once the Technical Bids are accepted and the committee constituted by NIELIT evaluates the presentation (if required) for arriving at final list of technically qualified bidders, the Commercial Bids of the bidders (whose Technical Bids have been accepted) shall be opened. The date, time and venue for opening of Commercial Bids shall be communicated to the bidders through e-mail/ phone.
- [vi] If any bidder so desires, it may depute its representative for Commercial Bid opening event also.
- [vii] The L1 bidder will be arrived based on the Service Charges quoted by the bidders and based on the following criteria:-

“In case more than one bidder quotes the same value, then the bidder having maximum total turnover of the two financial years will be reckoned as L1. A list of L1, L2 will be prepared accordingly.”
- [viii] The decision of the Managing Director, NIELIT shall be final and binding. However, the bidders are free to question the bidding conditions, bidding process and/or rejection of the Bid.

XXXXX-----XXXXX-----XXXXXX-----XXXXXX

Annexure- I

PROFORMA FOR FURNISHING TECHNICAL BID

(Please go through the terms and conditions before filling up this Proforma)

Sl No	Subject	Details	Pg. No. of enclosures
1	Name, Address & Telephone No. of the Organization		
2	(a) Date of commencement of Business (please furnish proof in support of your statement) (b) Labour License No. & Date (Attach copy)		
3	Status of the Organization (i.e. Whether Proprietorship/ Partnership/ Private Limited/ Public Limited Company/ Registered under Societies Registration Act. etc.)		
4	Registration No. of the Organization (Please attach Certificate of Registration/ Incorporation)		
5	Name of CEO/ Proprietor		
6	Name, designation and address including contact no. of the Contact Person		
7	Annual Turnover during the years 2011-12, 2012-13 and 2013-14 (attach copies of audited Profit Loss Account/ Income & Expenditure statements and Balance Sheet)	2011-12 _____ 2012-13 _____ 2013-14 _____	
8	(a) Sale Tax/ VAT No. (attach copy) (b) Service Tax No. (Attach copy of ST Regn)		
9	PAN No. (Attach copy)		
10(a)	Details of Contract(s) successfully completed which satisfies the provisions of Clause IV (iv) of Tender Document. (Provide Name, Address and Annual Cost of Contract, details of Contact Person) (Attach copies of Contract(s) and Certificate of Satisfactory Completion of the Contract(s))		
(b)	No. of clients served in and around Delhi on the date of submission of bid (Please enclose a comprehensive list with address and telephone no. of Contact Person)		

Sl No	Subject	Details	Pg. No. of enclosures
(c)	Details of Central/ State Government Department/ Autonomous Body/ PSU served or being served by the bidder (attach copies of the orders)		
11	Details of EMD (DD enclosed) (DD should be drawn in favour of NIELIT, payable at New Delhi)	DD No. _____ DD Date _____ DD Amt. Rs 3,75,000/- Drawn on _____	
12	(a) Manpower strength in own office (attach documentary proof in support) (b) No. of employees being provided to existing clients excluding unskilled staff (attach copy of ECR of last month in support)	Managerial _____ Supervisory employees _____ Others (please specify) _____	
13(a)	Whether registered with Regional Provident Fund Commissioner or any other trust for regulating the Provident Fund for employees	YES/ NO	
(b)	PF Registration No. and Date (enclose a copy of relevant documents)		
14(a)	Whether registered with ESIC	YES/ NO	
(b)	Registration No. and Date (enclose a copy of relevant documents)		
15	Whether the bidder adheres to the provisions of relevant rules and laws related to payment of minimum wages and social securities (Please note adherence to these orders/ Rules is mandatory)	YES/NO	
16	Labour License No. (Attach copy)		
17	Whether ISO 9001-2000 certified? If yes, attached a self-attested copy of the same.		
18	(a) Do you have an Accounts Manager & a Payroll & Accounts Department? (b) Do you offer a dedicated Accounts Manager to the client?	YES/ NO YES/ NO	
19	Undertaking submitted on a stamp paper of Rs.100/- (Rupees One Hundred Only) as per format at Annexure-IV.	YES/ NO	

DECLARATION:

- a) It is certified that the information furnished above is correct.
- b) We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. Disagreement and solution proposed has been listed in a separate sheet and being attached with this Bid. A copy of the Tender Document with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.
- c) We understand that the decision of the NIELIT to accept/ reject “the points of disagreements and proposed solution provided by us” would be final and binding.
- d) The signatory to this bid is authorized to sign such bid on behalf of the organization.

Signature : _____

Name : _____

Designation : _____

Seal of the Company : _____

Place _____

Date: _____

Annexure- II

PROFORMA FOR FURNISHING FINANCIAL BID

1. Name, Address and Telephone :
Number of the Organization
2. Name of the C. E. O./ Proprietor :
3. Rates offered :

S. No	Description	Percentage (In figures and words)
i.	Service charges inclusive of company's overheads, profits etc. to be charged (kindly quote in terms of percentage of employee's salary)	

DECLARATION:

1. We understand that:
 - (i) The rates are to be quoted in the table above in terms of percentage of employee's salary.
 - (ii) If there is discrepancy between Percentage (quoted above) in words and figures, the amount in words shall prevail.
 - (iii) NIELIT reserves the right to cancel this Tender in case no satisfactory bid is received. In that case, it can re-tender the requirement.
 - (iv) NIELIT can accept or reject any offer without assigning any reason whatsoever.
 - (v) The vendor awarded the contract shall not be allowed to withdraw or transfer the contract in the name of some other company or its principal. In case, it withdraws its offer, the E.M.D. will stand forfeited.
2. It is certified that the information furnished above is correct.
3. We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. A copy of the Tender Document with its each page signed, in token of acceptance of the terms and conditions, is enclosed.
4. It is confirmed that the signatory to this document is authorized to sign the contracts on behalf of the applicant organization and the commitments made herein are binding on them.

Signature : _____

Name : _____

Designation : _____

Seal of the Company : _____

Place _____

Date: _____

[Name of the Department]

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR SETTING UP PMU IN
THE OFFICE OF NIELIT**

Sl. No.	Document asked for	Page number at which document is placed
1.	Bid Security (EMD) of Rs._____ (Rupees in words) in the form of FDR/ DD issued by any scheduled commercial bank in favor of _____ (designation of the concerned _____ officer), _____ (name of the Department) valid for 45 days beyond Tender validity period.	
2.	One self-attested recent passport size photograph of the authorized person of the firm/ agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name, designation, address and office telephone numbers of Directors/ Partners also.	
3.	Undertaking on a Stamp Paper of Rs.100/- (Rupees One Hundred Only) as per format prescribed in Annexure IV)	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self-attested copy of valid Registration No. of the firm/ agency.	
6.	Self-attested copy of the Service Tax Registration No.	

7.	Self-attested copy of valid Provident Fund Registration No.	
8.	Self-attested copy of the valid ESI Registration No.	
Sl. No.	Document asked for	Page number at which document is placed
9.	Self-attested copy of valid license no. under Contract Labour (R&A) Act, 1970.	
10.	Proof of experience of last three financial years as specified in clause 10 of <i>Annexure I</i> , along with satisfactory performance certificates from the concerned clients	
11.	Annual returns of previous 3 years, supported by audited Profit Loss Account/ Income & Expenditure statements and Balance Sheet, as specified in clause 7 of <i>Annexure I</i> .	
12.	Self-attested documentary proof in support of manpower strength in own office	
13.	Self-attested documentary proof in support of no. of employees being provided to existing clients.	
14.	Self-attested copy of the ISO 9001-2000 Certificate	
15.	Any other documents, if required.	

[On a stamp paper of Rs.100/-]

UNDERTAKING

To

(Designation and Name of the concerned Department)

Name of the firm/ agency _____

Name of the tender _____ Due date: _____

Sir,

1. I/ We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
3. I/ We abide by the provisions of minimum wages act, contract labour act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave and any other charges applicable from time to time. I/ We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/ We shall provide trained and qualified contractual manpower.

(Signature of the Bidder) _____

Name and address of the Bidder _____

Telephone No. _____

Details of Qualifications & Experience required for the Personnel to be deputed in PMU:

Sl. no.	Name of the Post	Educational / Professional Qualification and Experience	Desirable	Age Limit* (Max)
1	Project Coordinator (01 nos.)	Essential Qualifications: B.E./B.Tech in (Electronics/Computer Science/ IT) or equivalent from recognized University /Institution with at least five years working experience	Working knowledge of computers and experience in planning, execution and monitoring of large projects MBA/PG Diploma in Management in addition to the essential qualification shall be an added advantage.	45 years
2	Engineer/ Project Officer (Civil) (01 nos.)	Essential Qualifications: B.E./B.Tech in Civil Engineering or equivalent from recognized University /Institution with at least two years working experience	Working knowledge of computers and experience in project management, preparation of estimates, site supervision etc.	40 years
3	Engineer/ Project Officer (MIS) (01 nos.)	Essential Qualifications: B.E./B.Tech (Computer Science/IT) or equivalent from recognized University /Institution with at least two years working experience	Working Knowledge of Computers & experience in project management, Development and Handling of MIS	40 years
4	Jr. Engineer/Asst. Project Coordinator (Civil) (01 nos.)	Essential Qualifications: B.E./B.Tech /Diploma in Civil Engineering from recognized University /Institution with at least one year working experience	Working knowledge of computers, AutoCAD & experience in Drafting, preparation of estimates, Site supervision, BOQ	30 years

			preparation etc.	
5	Assistant Project Coordinator (MIS) (02 nos.)	Essential Qualifications: B.E./B.Tech (Computer Science/IT) or equivalent from recognized University /Institution with at least one year working experience	Working Knowledge of Computers & experience in project management, Handling MIS, Compiling Reports etc.	30 years
6	Assistant Project Coordinator (Technical) (01 no.)	Essential Qualifications: B.E./B.Tech (Electronics/Computer Science/IT) or equivalent from recognized University /Institution with at least one year working experience	Working Knowledge of Computers & experience in project management, Handling MIS, Compiling Reports etc. Working experience in any Technical Institutions/ Colleges will be an added advantage	30 years
7	Assistant Project Coordinator (Finance) (01 nos.)	Essential Qualifications: Graduate in Commerce from a recognized Universities /Institution with a Diploma in Finance with at least one year working experience.	Post qualification Experience in the area of commercial Finance and accounts management ICWA/CA or MBA (Finance) from a recognized university/ Institution will be an added advantage	30 years
8	Executive Assistant (3 nos.)	Essential Qualifications: Graduation in any discipline from recognized University /Institution with diploma in Computer Application with at list one year working experience	Working Knowledge of Computers & Experience in desired profile	27 years
9	Executive Assistant (Stenographer) (2 nos.)	Essential Qualifications: Graduation in any discipline from recognized University /Institution with diploma in Computer Applications with at list one year working experience	Working knowledge of computers along with good typing/data-entry skills. Prior working experience would be an added advantage.	27 years
10	Office Attendant (05 nos.)	Essential Qualifications: Intermediate with at list one year working experience	Prior working experience would be an added advantage.	27 years

[On a stamp paper of Rs.100/-]

AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into between National Institute of Electronics & Information Technology having its Headquarters at Electronics Niketan, 6 CGO Complex, New Delhi – 110 003 (hereinafter referred to as "NIELIT") on the one part; and _____ having its office at _____ (hereinafter referred to as the "Contractor") on the other part.

The organizations named above shall sometimes hereinafter individually be referred to as "Party" and collectively as the "Parties".

THE PARTIES HEREBY AGREE as follows:

1. Scope of Work

- i) To provide services pertaining to the deployment of professional, unskilled, semi-skilled and skilled personnel at different levels, including personnel as given in the Annexure-V of RFQ document.
- ii) The selected bidder will depute personnel for the PMU with requisite educational qualification, proficiency and experience as indicated in Annexure-V of RFQ document.
- iii) The overall cost of the proposal inclusive of all Service Charges, Taxes, and Allowances etc. shall not exceed Rs. 75 Lakh for the first year.
- iv) To provide replacement/substitute having equivalent qualifications and skills, within one week, if any candidate resigns or his/her contract is terminated for whatsoever reasons or the candidate applies for leave for one week or more.

2. Terms of Agreement

- i) The contract can be terminated at any time without assigning any reason by giving a notice of two months by either party.
- ii) The decision of the Managing Director, NIELIT on any dispute, arising out of or relating to the contract, shall be final and binding on the parties.

- iii) Any disputes or differences between the parties hereto arising out of form or relating to anything contained in this Agreement, including any dispute or differences arising out of the termination or implementation of the obligations arising here from shall be referred to the Arbitrator appointed as per the provisions of the Arbitration and Conciliation Act, 1996 or any statute, modification or enactment thereto for the time being in force. The award made by the Arbitrator shall be binding on the parties hereto and the venue/ jurisdiction of the Arbitration shall be at New Delhi.
- iv) The persons deployed by the contractors shall not have any claim for employment or payment of wages or any other claim whatsoever against NIELIT. The persons hired/ engaged from contractors shall not have any claim for compensation or any damage against NIELIT in any event whatsoever and contractors shall be responsible or answerable for any such claim.
- v) The contractors shall be responsible for the suitability, medical fitness and police verification of the character and antecedents of the manpower sponsored by it for deployment in NIELIT.
- vi) The manpower deployed shall remain under the control and supervision of the contractors and the contractors shall be liable for payment of their wages and all other dues payable under various labour regulations and other statutory provisions.
- vii) That the deduction of income tax from the bills of the contractors will be made at source as per provisions of the Income Tax Act 1961 and that the Service Tax will be paid to the contractors on total monthly bill amount as per provisions of the Central Exercise Act.
- viii) That in case any of the persons so deployed by the contractors does not come up to the mark in terms of general discipline or does not perform his/ her duties properly or indulges in any unlawful activity, including riots or disorderly conduct, the contractors on the order of NIELIT shall immediately withdraw such person[s] from the premises of NIELIT and provide a suitable substitute.
- ix) That the manpower supplied by the contractors shall be rotated as per the instructions of NIELIT from time to time during the currency of the contract.
- x) The Contract shall be governed by jurisdiction of Delhi Courts. The terms of this document shall be interpreted as per Indian Laws.
- xi) The Persons provided by the Bidder shall not claim any benefits/compensation absorption/regularization of service from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this office.

xii) Any losses or damages to the properties of NIELIT or its Customers/Clients caused due to negligence or malpractice indulged by the personnel deployed by the Contractor will be recovered from the Contractor and Contractor shall bear all such costs.

xiii) The employees of the contractors deployed at the premises of NIELIT shall report for duty at 9:00 AM and shall remain on duty till 5:30 PM on all working days. The employees shall be eligible for a lunch break of 1/2 hour between from 1.00 PM and 1.30 PM. NIELIT shall, however, have the right to detain all or some of the employees of the contractor, beyond the above hours, in Saturdays/Sundays and on Holidays, on need basis.

xiv) The employees of the contractors deployed at the premises of NIELIT will be entitled for Casual Leave (CL) of 12 days per annum and Privilege Leave (PL) of 15 days in a year subject to the condition that one CL will be due after completing one month's continuous service and 5 days of PL will be due after completing 4 months of continuous service. The employees will be eligible for accumulating PL up to 45 days while no accumulation of CL will be allowed.

xv) The employees deployed by the contractors shall maintain discipline and decorum in the Office, wherever they are deployed;

xvi) Since the offices of NIELIT are located in Electronics Niketan, CGO Complex, Lodhi Road, New Delhi owned by Department of Electronics & Information Technology, Government of India and it is possible that NIELIT hires any other premises, the contractors and employees deployed by the contractors shall abide by the instructions with regard to security, office decorum, etc. issued by such organizations from time to time.

xvii) In case any of the employees is found to be misbehaving, not adhering to the office decorum or his/her conduct is not found up to the mark or the services of any employee are not found satisfactory, such employee shall immediately removed and a suitable replacement provided within three days. The decision of NIELIT in this regard shall be final.

xviii) The contractor shall make payment of Bonus as per relevant Act, which will be reimbursed by NIELIT against the bill from the contractor supported by documentary evidence of having the payment released.

xix) The contractor has its office at Delhi/NCR at _____/ _____/ the contractor does not have an office in Delhi/NCR but agrees to open its office in Delhi/NCR within 15 days of receipt of the confirmation of its selection by NIELIT.

xx) Agency/vendors awarded the contract, shall not charge any amount from the persons deployed in PMU of NIELIT. In case any such incident(s)

comes to the notice of NIELIT, the contract awarded to the vendor shall be cancelled and Performance Security forfeited.

3. Method of Payment

i) Payments shall be released on a monthly basis against the pre-receipted bills received from the contractors after ascertaining that the quality of the services rendered by the Contractors and its employees deployed, were satisfactory and all personnel deployed, were present on all working days during the period covered by the bill as also after ascertaining that payment to the employees had been made and the amount in respect of EPF/ESI, etc. has been deposited with the concerned authorities.

ii) The payment to be made to each employee shall be decided by NIELIT.

iii) The contractors shall submit the Attendance Sheet/ Payment Receipt/ EPF/ESI Deposit Challans of the personnel along with bill for every month.

iv) The contractors shall make payment of Salary to the employees deployed in NIELIT through Bank Transfer by 7th of the following month.

v) In case the contractors fails to make payment of salary by 7th day of the following month, a penalty @ 1% for every day of delay shall be levied subject to a maximum of 10%.

vi) The contractors shall issue Identity Cards to all the deployed personnel.

vii) The contractors shall arrange to provide ESI cards to all the deployed personnel, wherever applicable. Details of such Cards shall also be provided to NIELIT;

viii) The contractors shall provide PF A/c no. to NIELIT and all concerned employees, wherever the PF is applicable;

ix) No increase in the rates during the contract period shall be entertained for whatsoever reasons except that in case of increase in minimum wages by Government of NCT of Delhi, the manpower rates will be revised proportionately.

x) The contractor has to ensure and furnish a Certificate along with the monthly bill that payments to the personnel deployed at the request of NIELIT have been made in strict compliance of the provisions of the Minimum Wages Act and the orders issued by the Government of NCT of Delhi under the said Act. It should also be certified by the contractors that necessary payments on account of statutory provision, for e.g. ESI / PF / Gratuity, etc., have been deposited with the concerned authorities, failing which the contract shall not

only be terminated and security deposits forfeited but any other action, as deemed fit by NIELIT shall be taken.

xi) Final bill shall be paid after 30 days from the completion/ termination of the contract and settlement of all dues of the employees concerned by the contractors.

4. Validity of Contract

The Contract shall, unless terminated earlier, as per the provisions in this Agreement, shall valid for a period of one year w.e.f. The contract can be extended further with mutual consent of the agreeing parties.

This Agreement is signed on _____

.....

.....

Name:

Name:

Designation

Designation

For and on behalf of NIELIT

For and on behalf of

Witness:

.....

.....

Name:

Name:

Designation

Designation

Address

Address.....

.....

.....

.....

.....

Parameters for Evaluation of the Technical Bids

Proximity to NIELIT HQ On a scale of 10

Location of the office of Agency

In Delhi	10
NCR	08
Elsewhere in India	06

Note: Subject to a maximum of 10 points overall; Minimum qualifying marks: 06.

Excellent track record On a scale of 10

Up to first two endorsements/ Certificates of satisfactory services rendered	06
For every additional endorsement	01
ISO 9001 - 2000 certification	01
For every relevant, authentic and reputable award(s)	01

Note: Subject to a maximum of 10 points overall; Minimum qualifying marks: 06.

Statutory Memberships On a scale of 10

Member of ESIC	02
Member of EPF	02
Holding Labor License	02
Holding Service Tax Registration	02
Holding PAN Card	02

Note: The bidder must obtain 10 out of 10 in this criterion

Customer responsiveness On a scale of 10

Has an Accounts Manager and a Payroll & Accounts Department	06
Dedicated Accounts Manager	02
Dedicated Payroll & Accounts Department	02

Note: Subject to a maximum of 10 points overall; Minimum qualifying marks: 06

Relevant experience

<i>No. of years of coming into existence</i>	On a scale of 10
Up to 5 years old	06
For every additional year of experience	01

Note: Subject to a maximum of 10 points overall; Minimum qualifying marks: 06

No. of contractual employees being sourced/ provided to clients	On a scale of 10
1000 and above	10
Between 601 and 999	08
Up to 600	06

Note: Subject to a maximum of 10 points overall; Minimum qualifying marks: 06

Annual value of contract(s) with Government, Autonomous body of Central Govt., PSUs and Non –Government Organizations of repute live, as on date	On a scale of 10
76 lakhs and above	10
From 61 lakhs to 75 lakhs	08
Up to contract value worth 60 lakhs	06

Note: Subject to a maximum of 10 points overall; Minimum qualifying marks: 06

Note:- The qualifying empanelled bidder should obtain at least 60% marks in each parameter.