



**NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION TECHNOLOGY Chennai**

*Autonomous Scientific Society of Ministry of Electronics and Information Technology, (MeitY)*

*Government of India*

**Tender document for**

***Providing Manpower Service***

*Issued by:*

NIELIT Chennai

First Floor, ISTE Complex, 25, Gandhi Mandapam Road, Chennai – 600 025

Phone: 044- 24421445 / 47.

*Note: This document contains a total of 29 pages. No change in the document by the bidder is permissible.*

## **Notice Inviting Tender**

### **Tender No.NL-CHE\III\4(ii)-B\Enq- 059 dated 23/05/2018**

e-Tenders are invited on behalf of the Director, National Institute of Electronics & Information Technology (NIELIT), Chennai, Tamil Nadu, India, from well-established and financially sound Manpower Service Provider registered with appropriate authorities for providing manpower to perform jobs assigned at NIELIT- Chennai Centre. The Service Provider shall also comply with all relevant statutory norms like minimum wages, employees' provident fund, Employees State Insurance and GST etc. Such vendors may download Tender Document containing detailed technical specifications and terms & conditions etc. from <http://eprocure.gov.in/eprocure/app> and upload the duly filled Tender (response) along with all required documents on or before 08-06-2018, 15:00 Hrs. The Director, NIELIT Chennai reserves all the right to accept or reject any tender/tender in part or full without assigning any reason thereof.



Stores and Purchase Officer  
NIELIT Chennai

Tender for Providing Manpower Service

**I. Bid Information**

Document Description	Tender Document for engaging agency for Outsourcing of Manpower Services at National Institute of Electronics & Information Technology (NIELIT), Chennai – 600 025
Tender Document No.& Date	<b>NL-CHE\III\4(ii)-B\Enq- 059 dated 23/05/2018</b>
Submission of Response to Tender Document	Through e-Procurement mode (on-line) at Central Public Procurement Portal (CPP Portal): <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> under two-bid system.
Last date & Time of Submission of Response to Tender Document	08-06-2018, 15:00 Hrs
Response to Tender Document	As per given format and with enclosures mentioned elsewhere in this document and through the procedures of CPP. a. Technical Bid b. Financial Bid
Tender Document Download Start Date & Time	23-05-2018, 14:00 Hrs.
Tender Document Download End Date & Time	07-06-2018, 16:00 Hrs.
Clarification Start Date & Time	23-05-2018, 15:00 Hrs.
Clarification End Date & Time	07-06-2018, 15:00 Hrs.
Bid Submission Start Date & Time	24-05-2018, 10:00 Hrs.
Bid Submission End Date & Time	08-06-2018, 15:00 Hrs.
Date & Time Bid Opening (Technical BID)	11-06-2018, 16:00 Hrs.
Bid Opening Venue <i>(Interested vendor may present)</i>	NIELIT Chennai, 1 <sup>st</sup> Floor, ISTE Complex, 25, Gandhi Mandapam Road, Chennai – 600 025
Validity of Tender	60 (Sixty) days from the date of opening of Financial Bid
Cost of Tender Document	Free
Processing Fee (non-refundable)	Rs.1000/- to be submitted as per the payment methods mentioned in section, “Instructions to bidder” of this tender document.
Bid Security/EMD	Rs. <b>30,000/- ( Rupees Thirty Thousand Only)</b> to be submitted as per the payment methods mentioned in section, “Instructions to bidder” of this tender document.
All correspondence to NIELIT should be addressed to	Store and Purchase Officer NIELIT CHENNAI, 1 <sup>st</sup> Floor, ISTE complex, Opp. Anna Centenary Library, 25, Gandhi Mandapam Road, Chennai – 600025.
<b>Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications/corrigendum etc. to the Tender Document through CPP Portal. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.</b>	

## **II. Scope of Contract**

Service Provider in connection with his obligations under this contract has to provide work force employed by Service Provider, as required from time to time for performing jobs assigned by NIELIT Chennai at NIELIT Chennai on monthly payment basis. The Manpower Service Provider should be well established in the field, financially sound and registered with appropriate authorities for providing work force to perform jobs assigned to outsource staff. The service provider shall be liable to comply with all the requirements of laws of land, rules regulation of Government of India and Government of Tamil Nadu. The Service Provider should provide an undertaking that they shall comply with all relevant statutory norms like minimum wages, employees' provident fund, Employees State Insurance and GST etc. NIELIT, Chennai has tentative (initial) requirement of the number of persons, category wise as given in Annexure VI.

## **III. The Eligibility Criteria**

### **1. The bidder must fulfil the following minimum qualifying criteria:**

- a) Only registered, bona fide and reputed firms supplied manpower to Government Ministries / Departments / Government Organizations / PSUs / Autonomous bodies / Corporate Sector / reputed Private Organizations under a single order/contract supplied at least twenty outsourcing staff are eligible to participate in the tender process. The Tenderer should have proof of successful completion of ONE such work with supply of at least 20 staff as on the date of the tender.
- b) The Tenderer should have minimum three years' of experience in successfully executing work orders similar nature of work among which at least one should be from Government Sector/ PSUs / Autonomous bodies, covering three years in the immediate past to meet the requirement of experience of supplier .
- c) Tenderer Annual Financial Turn over during the last 3 years should be at least Rs. Fifty lakh/year.
- d) The Tenderer should be registered for Income tax, GST and EPF.
- e) The Tenderer should submit proof of ESI and EPF deduction & deposit to relevant authorities during last three financial years.
- f) The Tenderer should have independent operations at Chennai with all the required statutory registrations.
- g) The Tenderer having any legal suit/criminal case pending against its proprietor or any of its Directors( in the case of Private Ltd. Company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force shall not be eligible.  
**Declaration stating that no such cases as above are pending has to be submitted / uploaded by the bidder.**

#### **IV. Instructions to Bidder**

1. The Director, National Institute of Electronics & Information Technology, Chennai – 600 025 invites you to quote as per the Schedule of Requirement on Fixed Charge Basis. Response to Tender (bid submission) is to be submitted online only through CPP Portal by adhering to the regulations of portal. Tender duly filled in all respects must be uploaded NOT LATER THAN “Bid Submission End Date & Time” specified in Bid Information section of the document. Response submitted (bid submitted) will be opened on “Date & Time Bid Opening (Techno-Commercial BID)” specified. "Bid Submission End Date & Time" and "Date & Time Bid Opening (Techno-Commercial BID)" will not be extended at all.
2. Bidder is advised to follow the tender response submission procedures of CPP Portal. By following this, Bidder agrees to the terms and conditions of tender response submission on CPP Portal. Bidder is advised to follow the registration and submission of response formalities on CPP Portal as follows:
  - i. *Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal.*
    - a) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
    - b) During enrolment / registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondences shall be made directly and only with the service providers/bidders through the email-id provided while registering in CPP Portal.
    - c) For e tendering, possession of valid Digital Signature Certificate is mandatory.
    - d) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
    - e) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
    - f) Bidders can then log into the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.
  - ii. *Manner and method of submission of BIDS*
    - a) Bidder should log into CPP Portal site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the end of bid submission time.
    - b) The tender processing fee of Rs.1000/- ( Rupees One Thousand Only) required to submitted in the form of Account Payee Demand Draft or payment online through NEFT in favor of “NIELIT CHENNAI”, Payable at Chennai / “*Account Holder Name: NIELIT Chennai, Account No.:31185720641, Bank: State bank of India, Branch: Kottur, IFSC: SBIN0001669.* Failing which the tender will be treated as incomplete and will be ignored.
    - c) Bidders should prepare the Bid security/EMD and submit it on or before the end of bid submission time. **The original payment document of Bid Security / EMD**

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should reach NIELIT Chennai on or before the end of bid submission time. Bid Security / EMD may be submitted in the form of Account Payee Demand Draft or Bankers Cheque from commercial banks only in favor of "NIELIT CHENNAI", Payable at Chennai or payment online through NEFT. Failing which the tender will be treated as incomplete and will be ignored. NIELIT Chennai account details are as follows

1. *Account Holder Name:* NIELIT Chennai,
2. *Account No.:* 31185720641,
3. *Bank:* State bank of India,
4. *Branch:* Kottur,
5. *IFSC:* SBIN0001669.

The details of Bid Security/EMD uploaded should tally with the original demand drafts submitted. In case of failure of any of the above, the uploaded bid will be rejected. Bidder shall select the payment option as offline to upload the BID documents.

- d) If the bidders are claiming exemption for the Bid Security/EMD then the required supporting document for claiming exemption should be enclosed along with the technical bid, as per the relevant Government of India rules as applicable to purchaser (GOI Organizations).
- e) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- f) *It is compulsory to submit duly computer typed and signed Technical Bid consists of signed copies of the following documents should be scanned and merged as single PDF document in sequence and uploaded as Technical Bid.*
  - 1) *Bidders profile & eligibility criteria (as per Annexure-I) and Attachment 1 to 13*
  - 2) *Declaration (as per Annexure-III)*
  - 3) *Bank Details for Making Payment (as per Annexure-IV) and Attachment*
  - 4) *Payment proof for processing fee*
  - 5) *Payment proof for Bid Security / EMD or EMD Exemption Certificate (currently valid)*
  - 6) *Any other document required to support Annexure-I.*
- g) Financial Bid is to be uploaded in BoQ XXXX.xls format as per Annexure – II.
- h) Bidders shall digitally sign in CPP portal and upload the technical & financial bid documents separately as indicated in the CPP portal.
- i) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- j) Utmost care shall be taken for uploading Schedule of quantities & Prices and any change / modification of the price schedule shall render it unfit for bidding.
- k) **The bidders are cautioned that uploading of financial bid elsewhere, i.e. other than in financial bid uploading link in CPP Portal, will result in rejection of the tender.**

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- l) Bidders shall submit their bids through **online e-tendering system** to NIELIT well before the bid submission end date & time. NIELIT will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at CPP portal.
- m) After the bid submission, the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- n) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system

**3. Clarifications of Bid Documents by The Service Provider:** A prospective bidder, requiring any clarification of the Bid Documents shall notify NIELIT Chennai in writing indicated in the Invitation for Bids. The clarification will be accepted only as per the dates and time specified in the Bid information. Valid changes may be published as corrigendum in CPP Portal only. The decision taken by The Director, NIELIT Chennai, in this regard, shall be final and binding and accepted by the vendor.

**4. Validity of Offer:** The prices must be valid for a period of sixty (60) days from the date of opening of the Financial Bid. No upward changes in prices will be acceptable in any condition after opening of Financial Bid.

**5. Acceptance of Offer:** The Director, NIELIT Chennai reserves all the right to accept or reject any Tender / tender in part or full without assigning any reason thereof. No interim inquiries will be attended.

**6. Bid Security / EMD:** The bidder shall furnish as part of his Bid an EMD/Bid security for an amount given under section "I. Bid Information", as per the instruction given under section "III. Instructions to Bidder", otherwise tender will be REJECTED SUMMARILY. If the bidders are claiming exemption for the EMD / Bid Security then the required supporting document for claiming exemption should be enclosed along with the technical bid of the tender document. Any exemption claim is to be evaluated and accepted or rejected by The Director, NIELIT Chennai, based on documents submitted by the Bidder. Bid Security/EMD of the un-successful bidders shall be refunded at the earliest after finalizing the work order. No interest will be paid by NIELIT on Bid Security/EMD. In case the bidder is failed to accept our order the Bid Security/EMD will be forfeited. **BID(s) NOT ACCOMPANIED WITH AN EMD or Valid exemptions IS/ARE LIABLE TO BE REJECTED.**

**7. Content of Technical Bid:** Signed copies of the following documents should be scanned and merged as single PDF document in sequence and uploaded as Technical Bid.

- a) Bidders profile & eligibility criteria (as per Annexure-I) and Attachment 1 to 12
- b) Declaration (as per Annexure-III)
- c) Bank Details for Making Payment (as per Annexure-IV) and Attachment
- d) Payment proof for processing fee
- e) Payment proof for Bid Security / EMD or EMD Exemption Certificate (currently valid)

**8. Content of Price Bid:**

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- a) Price Bid to be submitted as per BOQ template in Annexure-II. Bidders are allowed to enter only the Bidder Name and Service Charge/head (Category wise) inclusive of all overheads in the relevant cells.
- b) The BOQ template in Annexure-II should not be modified /replaced by the bidder and the same should be uploaded after filling the relevant cells, else the bidder is liable to be rejected for this tender.
- c) The quotes must signify the capacity in which the tender has been signed i.e. whether as a sole proprietor, authorized partner or as authorized signatory of the company.

### 9. Other Instructions/requirements:

- a) The bidder shall bear all costs associated with the preparation and submission of their bid offer, irrespective of the conduct or outcome of the bidding process.
- b) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
- c) Before the deadline for submission of the bid, NIELIT Chennai reserves all the right to modify the bidding document and to extend or not to extend the date of submission. **Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the websites CPP Portal. No separate notifications will be issued for such notices/amendments/clarifications etc., in the print media or individually.**
- d) Conditional tender will be summarily **rejected**.
- e) No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.
- f) The service charges quoted by the bidder shall remain un-changed during the contract period and shall not vary on any account.
- g) Bid Currencies : **The vendor shall quote prices in Indian Rupees only**
- h) Deletion of Names of Defaulting Parties: Names of parties defaulting after opening of tenders will be recommended for deletion from the list of suppliers in addition to forfeiture of Bid security/EMD submitted by the party. Those firms who have already been Black listed by NIELIT / Govt. of India, need not apply /quote.
- i) Unsolicited Quotation/Late Quotation: Unsolicited Tender/incomplete Tenders/ late or delayed tenders shall not be considered at all. Post tender revision/corrections shall also render their tender liable for rejection. It is the responsibility of the bidder to ensure that the bid complete in all respect and EMD is received in NIELIT Chennai before the last date of receipt of tenders. NIELIT will not be responsible for the loss/delay in transit of EMD.
- j) Non-conformities or omission in the bid: In case the bid is substantially responsive, NIELIT Chennai may request that bidder may submit the necessary information, documentations, within a reasonable period of time, to rectify, non-material, non-conformities or omission in the bid related to documentation requirements. Failure of the bidders to comply with request may result in the rejection of its bids. But in case of the material deviation/reservation or omission which limits or is inconsistent with the



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bidding documents and the NIELIT Chennai's rights or bidders obligations under the contract or which is rectified, would unfairly affect the other bidders, the bid will be rejected.

- k) THE VENDOR MUST OFFER THE VALIDITY OF TENDER AS MENTIONED IN TENDER DOCUMENT. IF THE BID VALIDITY IS SHORTER THAN THE REQUIRED PERIOD, SUCH BID SHALL BE REJECTED AS INCOMPLETE.**
- l) If any change in the date and time of Bid opening specified in the tender document, if necessary on any unforeseen circumstances, the same shall be made to know to bidders through CPP Portal only.
- m) All documents in the BID shall be typed and signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

### **10. Technical Bid Evaluation:**

- a) On the due date and time the Technical Bid (Techno - Commercial Bid ) will be opened by the Techno - Commercial Committee which is duly constituted by the Director, NIELIT Chennai.
- b) The information received in the Technical Bid will be examined with reference to the tendered specifications, terms & conditions and evaluation is made by the Techno - Commercial Committee.
- c) After the Technical Bid evaluation; NIELIT Chennai shall indicate or follow the procedures of CPP Portal.

### **11. Price - Bid Evaluation:**

- a) On the due date and time the Price - Bid of bidders qualified in Technical Bid will be opened and by the Techno – Commercial Committee which is duly constituted by the Director, NIELIT Chennai.
- b) The lowest quoted, Qualified Bid will be selected based on total price quoted inclusive of all as specified in PRICE – BID, as per the format given in Annexure–II of the Tender document.

**V. Schedule of Requirement**

The tentative requirement of the number of persons, category wise is as given below:

Sr. No.	Category	Tentative numbers required
1	Project Associate(Technical)	5
2	Assistant	1
3	Multi-tasking staff	1

However, the number may be increased or decreased on the option of the NIELIT Chennai, The qualification and experience required and job description of the categories of the persons to be deployed are given at Annexure - VI

**VI. Terms and Conditions of Contract****1. Service provider's Employees:**

- a) All persons employed or engaged by the Service Provider in connection with his obligations under this contract shall be the employees of the Service Provider and not of the NIELIT Chennai.
- b) The Service Provider shall furnish particulars of the manpower to be deployed such as Photo ID, proof of age, address proof, passport size photograph, educational qualifications, experience certificates etc. as applicable. The Service Provider shall be responsible for the credentials / acts of his manpower.
- c) The Service Provider shall give preference for deployment of those personnel who have Aadhar Number to establish their genuineness and payments may be made to them through Aadhar Payment Bridge to the extent possible.
- d) The contractor shall ensure that manpower deployed is not below 18 years of age and not above 55 years.
- e) Service Provider has to send a list of candidates three times of the requirements (3x1) within a week's time from the date of placement of the work order. Every personnel recommended by the service provider will have to undergo through a screening test /skill test / interview by NIELIT Chennai at NIELIT Chennai office. NIELIT Chennai decision as to the suitability in all respects of any individual will be considered final and binding upon the Service Provider. Any personnel found to be not suitable will be replaced by new personnel immediately by service provider. Candidates are not eligible for any TA/DA for attending screening test/ interview at NIELIT Chennai office.
- f) The persons deployed by the service provider should not have any police record/criminal cases against them. The service provider shall ensure deployment of suitable people from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence, verification of certificates and recent photograph etc.

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- g) The personnel deployed shall be of sound health, be mentally alert, physically fit and shall not have any communicable disease(s) and medically fit to carry out their duties.
- h) NIELIT Chennai will have the right to terminate any individual work order/ requisition in respect any of the employees deployed by the service provider forthwith for any reason whatsoever by giving a written notice to the Service Provider.
- i) The employees of the Service Provider deployed at NIELIT Chennai shall not claim any benefit/ compensation/ absorption/ regularization of services from NIELIT Chennai, under the provisions of the Industrial Dispute Act 1947 or contract labour (Regulation and Abolition) Act,1970.
- j) The Service Provider shall ensure that the salary to the persons so employed is disbursed by 7th day of the succeeding month along with the relevant pay slips, irrespective of receipt of payment from NIELIT Chennai.
- k) The Service Provider shall ensure that the manpower deployed by them are well behaved and disciplined and must not refuse to perform the job assigned. Further, they must not engage in any undesirable or unlawful activities, whether within or outside the NIELIT Chennai premises failing which the Service Provider shall be liable to provide suitable replacement on demand.
- l) In case of any theft, damage etc. to the property of the NIELIT Chennai by the persons so deployed by the service provider, the Service provider will be responsible to reimburse the loss/damage immediately; else the centre will be at liberty to recover the cost of such items, from the running bills/ Security Deposit. In addition to this legal action will also be taken against the service provider.
- m) NIELIT Chennai shall not liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personal of the service provider.
- n) The persons deployed by the service provider at NIELIT Chennai shall not join any labour union or resort to strike or demonstration or any other agitation of this nature. The personnel shall neither directly or indirectly, join nor assist any commission of civil nature and they will render their sincere services during any kind of natural calamities to their best extend. The personnel must not any way act against the interest of NIELIT Chennai.

### **2. Working Hours and Punctuality of Employees of the Service Provider Deployed:**

- a) The employees of the Service Provider deployed at NIELIT Chennai will adhere (for all the category of personnel other than Multitasking-staff) to working hours from 9.00 A.M. to 5.30 P.M. (Including 30 minute lunch break), on all working days (6 days a week). For Multitasking-staff alone working hours shall be from 08.30 A.M. to 5.00 P.M. (Including 30 minute lunch break), on all working days (6 days a week). However, depending upon the urgency of works, the personnel may be required to work late (beyond office hours) or on holidays or even outside Chennai depending upon the demand of the work.
- b) NIELIT Chennai will maintain an attendance register (Manual & Aadhaar Enabled Biometric Attendance System) in respect of the manpower deployed by the service provider on the basis of which monthly wages/remuneration will be decided at the approved rates.

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- c) The employees of the Service Provider deployed at NIELIT Chennai will be provided with 1 day of leave per month of work. In case such employees do not take his permitted leave, the same will be forfeited at the end of the calendar year OR on Full and Final settlement of associates and no encashment will be provided / borne by NIELIT.
- d) No wage/remuneration will be paid to employees of the Service Provider deployed at NIELIT Chennai for the days of absence from duty.
3. **Replacement of employees of the Service Provider:** Service Provider / Bidder shall provide NIELIT Chennai with free replacement (without recruitment fee), in the event of the candidate sourced from Service Provider who are not found suitable by the office for any reasons immediately if such request is made by NIELIT Chennai. The service provider shall provide replacement within 15 days of any person leaving the job due to his/her personal reasons at no extra cost (without recruitment fee) within one year from the date of joining. In case of delay penalty amounting to one salary of the concerned employee may be charged. In case of absence from duty in excess of 15 days suitable replacement shall be provided.
4. **Period of contract:** The contract would continue for a period of two years subject to terms and conditions of work order. The period of the contract shall be further extended after the completion of contract period for further period of one year or part thereof on mutually agreed basis, on the same rates, terms and conditions, subject to satisfactory performance, provided the requirement of the NIELIT Chennai for augmenting its present manpower persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or cessation of the requirement of work or due to any change in NIELIT policy/rules. NIELIT, however, reserves the right to terminate contract unconditionally at any time after giving one week's notice to the selected Service Provider. The contract extension will be purely on discretion of the Competent Authority of NIELIT Chennai.
5. **Delivery/Execution of order:** The manpower shall be provided at NIELIT Chennai within the specified time as per the work order released and amendment of quantities in the work order from time to time as per the requirements of NIELIT- Chennai.
6. **Billing and Payment Terms:**
- a) No advance payment will be made. The payment shall be made on conclusion of the calendar month only on the basis of number of days of duties performed by each person during the month. Mode of payment will be monthly and within 15 days from the date of submission of invoice. ***Payments to the manpower service provider will be only through NEFT or RTGS only as per the details provided as per the format enclosed in Annexure - VI.***
- b) The income tax (TDS) and other statutory deductions as applicable will be deducted from the payments made. Tax deduction certificate will be issued to the service provider by the NIELIT Chennai.
- c) Any other applicable taxes will be deducted as per statutory Norms.
- d) The service provider shall provide proof of previous month's payment of statutory deduction such as EPF, ESI etc. to statutory authorities along with the invoice of every month starting from 2<sup>nd</sup> month of contract period.

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- e) NIELIT Chennai is entitled to withhold payments due to the service provider; in case of dispute of any claim, till it is resolved.
- f) Following amount would be paid by NIELIT Chennai to the Service Provider:
  - 1) Fixed amount of service charge would be paid per candidate per month. The service charge is a fixed amount for any salary of the candidate.
  - 2) One time recruitment fee to Service Provider (fixed amount per candidate) within 7 days from the date of candidate joining.
  - 3) Consolidated Salary of service provider's employ which includes gross salary which shall be decided at the time of interview by NIELIT Chennai and other statutory amount in respect of employer contribution such as PF, PF admin charges and ESI as per applicable rule in force from time to time.
  - 4) Applicable GST (which is at present 18%)

### 7. **Liquidity Damages:**

- a) Contracts are subjected to Liquidity Damages. Decision of NIELIT Chennai will be final and binding. The following liquidity damages are levied if there is a delay in supplying the manpower as per the NIELIT Chennai requirement as defined in the work order,
- b) 0.5% for one week and maximum up to 10% on the Service Charges

### 8. **Security Deposit / Retention money:** The earnest money deposit (EMD) / Bid Security will be retained in the case of successful service provider as part of the bid security for due fulfilment of the contract. In case of any breach of contract Security Deposit / Retention money will be forfeited. **The security deposit or retention money will bear no interest whatsoever.**

### 9. **Statutory/ Government Regulations:** The responsibility for complying in all respects with the provisions of all statutes, rules and regulations of the Government and other relevant statutory bodies under various Acts, including but not limited to the Minimum Wages Act, Employees State Insurance Act, Employees Provident Fund & Miscellaneous Provisions Act, Payment of Bonus Act and Contract Labour (Regulation & Abolition) Act, 1970 will be solely that of the Service Provider and the NIELIT Chennai will not be liable in this respect in any manner whatsoever.

### 10. **Indemnity:** The employees deployed by the service provider at NIELIT Chennai will be under the full control and supervision of the Service Provider and the Service Provider will from time to time and at all times indemnify and keep indemnified NIELIT Chennai against any claim by such personnel or Government or statutory authority arising from any failure by the Service provider comply with any labour or Government or statutory legislation.

### 11. **Taxation:** The Service Provider shall be solely responsible for and shall bear and pay all personal taxes applicable or payable on the transactions entered into by it or on the Services rendered by it, pursuant to any Work Order/ requisition hereunder.

### 12. **Confidentiality:** The service provider's personnel shall not divulge or disclose to any person any details of office, operational processes, technical know-how, security arrangements, and administrative/organizational matters of NIELIT Chennai.

**13. Force Majeure:**

- a) Agreement may be suspended by either party if either party is unable to perform its obligations by reason of an act of God, fire, flood, explosion, electrical failure, strikes, lock-outs, outbreak of hostilities, riots, civil disturbance, acts of terrorism, natural disasters, national emergency, Central or State government action or any other cause which is beyond the reasonable control of the parties.
- b) The party claiming that a force majeure event has occurred must promptly inform the other party of the event relied on and state what action is being taken to alleviate its effect.
- c) If suspension continues for more than 28 days either party will be entitled to terminate the Contract with immediate effect with regard to the unperformed part of the Contract

12. The NIELIT Chennai reserves the right to increase or decrease the quantity of manpower originally specified in the tender document without any change in service charge per candidate per month or other terms and conditions.

13. **Arbitration:** In the event of any question dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Director General, NIELIT or to a person appointed by him for the purpose. The same shall be binding on both the parties.

14. **Jurisdiction:** All disputes arising over these terms and conditions shall be in the exclusive jurisdiction of courts in Chennai.

15. **Wage revision:** In case of revision in minimum wages/bonus, by Government of Tamil Nadu/Ministry of Labour and Employment, Government of India, the corresponding revised rates shall be payable by the NIELIT after the approval of Competent Authority if the salary of the employ deployed by the service provider is less than that of the revised minimum wage . However, the service/administrative charges finalised through the tender shall remain fixed throughout the contract period.

16. The NIELIT Chennai at its sole discretion depending upon the workload may at any point of time extend or curtail or make changes in the requirement of manpower giving one week's notice.

17. The service provider shall be contactable at managerial level at all times and message sent by phone/e- mail/fax from NIELIT Chennai should be promptly responded to in fulfilment of the contract from time to time.

18. NIELIT Chennai shall levy appropriate penalty for deficiency in services violation of any terms of the contract. Failure by the service provider to comply with any statutory requirements and terms of agreement during the period of contract shall result in termination of the contract.

19. **Agreement:** The NIT (notice inviting tender), Bid documents, duly completed form of the tender, work orders, approved rates and such other additional particulars, instructions, as may be found requisite to be given during execution of the work will form part of the agreement to be executed by the successful service provider with NIELIT Chennai on non-

## Tender for Providing Manpower Service

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judicial stamp paper of Rs.100/-. The format of the agreement is enclosed herewith as Annexure IV.



Stores and Purchase Officer

NIELIT Chennai

ANNEXURE-I

**BIDDERS PROFILE & ELIGIBILITY CRITERIA (Format)**

1. Name of the Bidder (Company/Firm/Agency):
2. Type of firm i.e. Proprietorship/partnership or Company registered under company Act 1956

**Copies of the documents to be attached:**

**Attachment1:** Scanned copy of Notarized Affidavit towards sole proprietorship of firm/ Self Attested Partnership deed or Incorporation certificate of Company/Article of Association /Memorandum of Association as applicable.

3. Full address of registered office with telephone no. & Email
4. Full address of operating/branch office with telephone no, & Email

**\*Following Self-attested Scanned copies of the documents to be attached**

**Attachment2:** Scanned copy of the documentary proof for having independent operations at Chennai with all the required statutory registrations

5. Contact details of authorized person of Bidder who have signed the tender.
  - a. Name:
  - b. Designation:
  - c. Phone (Office):
  - d. Phone (Mobile):
  - e. E mail:
6. Proof of successfully completed at least ONE similar work as on the date of the tender with supply of at least 20 outsourced staff.

Sl. No.	Work Order No.& Date	Name of the Organization with the address and contact number	Contract Value	*Copies of the documents attached (Yes/No)

**\*Following Self-attested Scanned copies of the documents to be attached**

**Attachment3:** Scanned copy of work order

**Attachment4:** Scanned copy of agreement with complete details as per the tender

**Attachment 5:** Scanned copy work completion certificate



## Tender for Providing Manpower Service

7. The Tenderer should have minimum three years' of experience in successfully executing work orders similar nature of work, among which at least one should be from Government Sector/ PSUs / Autonomous bodies, covering three years in the immediate past to meet the requirement of experience of supplier shall be given in the table below.

Particulars	I	II	III	IV
Name of Organization				
Work Order No.& Date				
Contract Value				
Date of completion				
*Copies of the documents attached (Yes/No)				

**\* Following Self-attested Scanned copies of the documents to be attached**

**Attachment6:** Scanned copy of work order

**Attachment 7:** Scanned copy Work completion certificate

8. Annual Financial Turnover during the last THREE years.

Financial Year	Turn over	Proof enclosed (Yes/No)
2015-16		
2016-17		
2017-18		

**\* Following Scanned Copy of the documents to be attached**

**Attachment 8:** Scanned copy Profit & Loss A/c and balance sheet (OR) CA certificate for the turnover

9. Registration certificate as manpower service provider, Income tax, GST, EPF and ESI

Sl. No.	Particulars	Reg. No & date	* Scanned Copy submitted (Yes/No)
1	PAN		
2	GST		

Tender for Providing Manpower Service

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3	EPF		
4	ESI		

**\*Following Scanned Copy of the documents to be attached**

**Attachment 9:** PAN Card

**Attachment 10:** GST Registration

**Attachment 11:** EPF Registration

**Attachment 12:** ESI Registration

Place :

Signature of Authorised signatory

Date :

**ANNEXURE-II**

**Price BID: Price Bid in V3 BOQ ItemRate Template.xls format.**

(This BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Value only).

**Item Rate BoQ**

Tender Inviting Authority: NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION TECHNOLOGY

Name of Work: OUT SOURCING OF MANPOWER

Contract No:

Name of the Bidder:  
Bidding Firm  
Company:

**PRICE SCHEDULE**  
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	Total RATE including service charges AND ALL TAXES in Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Initial Requirement of Manpoer(Tentative)						
1.01	Faculty/Project Associate(Technical)	5 000	Nos	20000.00		0.00	INR Zero Only
1.02	Assistant	1 000	Nos	15000.00		0.00	INR Zero Only
1.03	Multi tasking staff	1 000	Nos	12000.00		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words						INR Zero Only	

ANNEXURE-III

DECLARATION (Format)

(The declaration should be on the Letter Head of the Bidder)

Date: \_\_\_\_\_

Reference No: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

Tel. #:

E-mail #

To

The Director  
NIELIT Chennai  
25, Gandhi Mandapam Road, Chennai - 25

Sub: Response to Tender Document No-----dated ---- for providing manpower service to NIELIT Chennai.

Sir,

1. I, Son / Daughter / Wife of Shri .....Proprietor/Director, authorized signatory of the Service Provider, mentioned above, is competent to sign this declaration and execute this tender document.
2. I, the undersigned ..... [insert name of the 'Bidder'] having read, examined and understood in detail the Tender Document hereby submit our response to Tender Document. I confirm that in response to the aforesaid Tender Document, we including have not submitted more than one response to Tender Document including this response to Tender Document. We are submitting application for **providing manpower service to NIELIT Chennai**.
3. I give our unconditional acceptance of all the terms and conditions of the Tender Document, dated ..... [Insert date in dd/mm/yyyy], issued by **NIELIT Chennai**.
4. I have submitted document for payment of Bid Security / EMD, in NIELIT Chennai, of Rs. .... (Insert Amount), in the form of ....., Dated....., Document No..... [Insert DD/BC/UTR number] dated ..... [Insert date of DD/BC/UTR].
5. I have submitted documents for payment of processing fee of Rs. .... (Insert Amount), in the form (DD/NEFT) of ....., Dated....., Document No..... [Insert DD/ UTR number] dated ..... [Insert date of DD/UTR].

**Tender for Providing Manpower Service**

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6. I have submitted our response to Tender Document strictly as per specified two bid Format of this Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
7. We hereby unconditionally and irrevocably agree and accept that the decision made by **NIELIT Chennai** in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
8. Familiarity with Relevant Indian Laws & Regulations: We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event of our selection as Successful Bidder.
9. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
10. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from **NIELIT Chennai**.
11. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.
12. I hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
13. I confirm that our response to the Tender Document is valid up to 60 days from the date of opening the financial bid.
14. I confirm that no legal suit/criminal case is pending against its proprietor or any of its Directors (in the case of Private Ltd. Company) and also not been convicted on grounds of moral turpitude or for violation of laws in force.

15. Contact Person

Details of the representative to be contacted by **NIELIT Chennai** are furnished as under:

Name: .....

Designation: .....

Company: .....

Address: .....

Phone Nos.: .....

Mobile Nos.: .....

E-mail: .....

16. I hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize NIELIT Chennai to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF, ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

## Tender for Providing Manpower Service

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17. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a manpower service provider event of default. I hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize NIELIT Chennai to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF, ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20...

Signature of Authorised signatory

Name:

Designation:

Company Seal:

## Tender for Providing Manpower Service

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### ANNEXURE-IV

#### Bank Details for Making Payment

Name of the Bank	:
Branch Name	:
Account Number	:
Name of the Account Holder	:
IFSC No.	:

**Attachment:**

Scanned Copy of the cancelled cheque for verification

ANNEXURE-V

Agreement for Providing Manpower Services

THIS AGREEMENT is entered into at Chennai on dd/mm/yyyy between:

**National Institute of Electronics & Information Technology (NIELIT)**, Chennai Centre (NIELIT a Society registered under the Societies Registration Act 1860) functioning at **25, ISTE Complex, Gandhi Mandapam Road, Anna University Campus, Chennai- 600025**. (hereinafter referred to as "**NIELIT Chennai**", which expression shall, unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors and assigns) of the One Part;

AND

**SERVICE PROVIDER / BIDDER NAME** (a Company registered under the Companies Act, 1956) functioning the branch office at \_\_\_\_\_ and head office at \_\_\_\_\_ (hereinafter referred to as "**the Service Provider**", which expression shall, unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its successors and assigns) of the Other Part.

**WHEREAS:**

NIELIT-Chennai is desirous of entrusting specific services to the Service Provider based on the requirement (name of the work) at NIELIT-Chennai under this agreement as per the tender terms and conditions of contract.

**Whereas** the Service Provider is in the business of undertaking and providing specific services in various organizations through temporary staffing and has agreed to execute the manpower outsourcing agency based on the requirement (name of the work) in NIELIT-Chennai as per conditions in the Tender No: \_\_\_\_\_ dated(date) and work order No: \_\_\_\_\_, dated (date)

**It is hereby agreed and declared by and between the parties to these presents as follows.**

- 1 In consideration of the service provided by the Service Provider to NIELIT Chennai, as per the work order No. \_\_\_\_\_ dated \_\_\_\_\_, the Service Provider shall be paid at the time and in the manner set forth in the said conditions of the tender, the Service Provider shall upon



## Tender for Providing Manpower Service

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and subject to the said conditions execute and complete the work as per conditions in the tender.

- 2 The said conditions, shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.
- 3 The NIT (notice inviting tender), Bid documents, work orders, approved rates and such other additional particulars, instructions, as may be found requisite to be given during execution of the work shall be deemed to be included in the expression "The Agreement" wherever herein used

## Tender for Providing Manpower Service

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### SCHEDULE-I

1. Tender No. dated
  
2. Work order No. dated
  
3. Acceptance for the work order

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in duplicate, each of which shall be deemed an original on the day and the year first above written.

1. Signed by the Authorised signatory  
of NIELIT Chennai :

2. Signed by the Authorised signatory  
of Service Provider :

In the presence of (witness):

Signature:

Signature:

Name:

Name:

Occupation:

Occupation:

Address:

Address:

## Tender for Providing Manpower Service

### ANNEXURE-VI

This tentative (initial) requirement of the number of persons, category wise is as given below:

Sr. No.	Category	Tentative numbers required
1	Project Associate(Technical)	5
2	Assistant	1
3	Multi-tasking staff	1

However, the number may be increased or decreased on the option of the NIELIT Chennai, The qualification and experience required and job description of the categories of the persons to be deployed are given below:

<b>1.Name of the post</b>	: Multi-tasking staff
<b>2.Mode of Recruitment</b>	: Outsourced basis
<b>3.Qualifications and Experience:</b>	
A. Essential Qualification : 9 th standard passed or equivalent with following skill sets	
a. Must be able understand English	
b. Must be able to ride bicycle	
c. Ability to clean office (Wet Mopping and Dry Mopping)	
d. Ability to handle modern office equipment such Xerox, Binders etc.	
e. Ability of delivering and filing of papers etc	
B.Experience	
a. Minimum 2 years' experience.	
b. Must have worked at least for 1 year with any of the office of reputed Private / Public Sector Service Provider or Govt. related Organization.	
<b>4. Job Description:</b> The multi-tasking staff should execute following tasks:	
a. Regular dusting/cleaning of office furniture (table and chairs) and office equipment, telephones, book cases, filing cabinets, almirahs, doors, Glass Panes of all windows/doors etc.	
b. Cleaning, Sweeping, Wet Mopping, Wiping and Dry Mopping of office space and classrooms and removal of all wastes materials	
c. Attending to Senior Officers, Distribution of inter office Daks,	
d. Deliver mail to post office, bank and purchase items from shop by moving round in bicycle	
e. Misc. works like shifting of goods/office furniture/locking and unlocking the office rooms and halls in the morning/evening and any other official work which arises from time to time.	
f. Any other work assigned by the Administrative Authority/Senior Officers	

## Tender for Providing Manpower Service

<b>1.Name of the post</b>	Assistant
<b>2.Mode of Recruitment</b>	: Outsourced basis
<b>3.Qualifications and Experience:</b>	
<p>A. Essential Qualification : Graduate in any discipline with following skill sets</p> <ul style="list-style-type: none"> <li>a. Shorthand Speed 100 w.p.m.in English</li> <li>b. Typing speed of 40 w.p.m. in English</li> <li>c. Proficiency in MS Office applications such as World, Excel and Power Point</li> <li>d. Excellent organisational skills and capacity to maintain effective document and record management</li> <li>e. Good drafting abilities and capability to produce presentations, reports and letters</li> <li>f. Good knowledge of both written and spoken English</li> <li>g. Flexibility and ability to work well as a team member</li> <li>h. Strong communication skills</li> <li>i. Ability to handle telephonic messages appointments, diary maintenance</li> <li>j. Ability to work under pressure and maintain a professional demeanour</li> </ul> <p>B. Desirable Qualifications :</p> <ul style="list-style-type: none"> <li>a. Diploma / Certificate in Secretarial Practice / Office Management</li> <li>b. Diploma / Certificate in Computer Applications</li> </ul> <p>C. Essential Experience</p> <ul style="list-style-type: none"> <li>a. One year work experience as Personal Assistant in Private / Public Sector</li> </ul>	
<b>4. Job Description:</b> The Personal Assistant should execute following tasks: -	
<ul style="list-style-type: none"> <li>a. Keeping agenda organizing and co-ordinating appointments, meetings and official tour.</li> <li>b. Taking dictations</li> <li>c. Typing and archiving correspondence using computer applications</li> <li>d. Registering and dispatching mail /e-mails</li> <li>e. Filtering telephonic calls.</li> <li>f. Responding to queries and requests for information while exercising tact discretion at confidentiality.</li> <li>g. Acting as a first point of contact for all enquiries to the centre.</li> <li>h. Setting up and maintaining effective filing system.</li> <li>i. Designing and composing slides for power point presentation.</li> <li>j. Using internet applications</li> <li>k. Performing other related tasks as &amp; when required</li> </ul>	

<b>1.Name of the post</b>	: Faculty/Project Associate(Technical)
<b>2.Mode of Recruitment</b>	: Outsourced basis
<b>3.Qualifications and Experience:</b>	
<p>A. Essential Qualification : BE/B.Tech in CS or IT or electronics or electrical or Instrumentation</p> <p>B. Desirable Qualifications :</p> <ul style="list-style-type: none"> <li>M.Tech in above field</li> </ul> <p>C. Desirable Experience</p> <ul style="list-style-type: none"> <li>One year teaching experience in relevant field.</li> </ul>	
<b>4. Job Description:</b> They have to perform following tasks:	
<ul style="list-style-type: none"> <li>A. Taking theory and practical classes.</li> <li>B. Preparation of Result and Certificates</li> <li>C. Assisting Course Co-ordinator in various activities.</li> </ul>	