



Tender Cost-NIL

NOTICE INVITING TENDER

Tender for Empanelment of agencies for Hiring of support services for Capacity Building & Entrepreneurship Development on E-Waste Management for North East States

Tender No-NIELIT/Gtk/e-waste/2020/001

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Pre Bid Meeting – 05/08/2020 at 10.30AM

Bid Submission Start Date – 06/08/2020

Due Date-19/08/2020 upto 18.00 Hrs

Technical Bid Opening Date – 21/08/2020 at 11.30 hrs

National Institute of Electronics & Information Technology (NIELIT) Gangtok
(An Autonomous Scientific Society of Ministry of Electronics and Information Technology (MeitY),
Government of India

**Indira By Pass Road, Sichey
Gangtok – 737101, Sikkim**

Tender document For Empanelment of agencies for Hiring of support services for Capacity Building & Entrepreneurship Development on E-Waste Management for North East States

1. Introduction

National Institute of Electronics & Information Technology (NIELIT) is an Autonomous Scientific Society under the administrative control of MeitY (Ministry of Electronics and Information Technology), Govt. of India. It was set up to carry out Human resource Development and related activities including IT/ IT-enabled services and projects, R&D projects, etc., in the areas of Information, Electronics & Communication Technologies (IECT). The Society, has its presence at 41 locations with its head quarters at New Delhi.

The Society is primarily engaged in carrying out Education & Training Programs - both in the Formal & Non- Formal sectors in the area of IECT. Its mandate includes development of Industry oriented quality education and training programs in the state-of-the-art areas, to establish standards and to be the country's premier institution for Examination and Certification in the field of IECT. It is also a National Examination Body, which accredits institutes/organizations for conducting courses in the non-formal sector education in the field of IT and related areas.

NIELIT has also developed sufficient experience and expertise on e-waste management through the successful implementation of the project – “Capacity Building of Government Employees on ‘e-Waste’ through 1-Day & 3-Day Training Program, under ‘Digital India’ initiative” sponsored by Ministry of Electronics and Information Technology (MeitY), Government of India at Pan-India Level in 29 States/ UTs, having trained over 5500 government officials through 1/3-Day(s) training. Further, NIELIT is also providing training on payment basis to PSU officials, bank officials, industry, etc. as part of the above MeitY sponsored project.

Vision

To be the leader in development of industry-oriented quality education and training in the state of the art areas, establish standards and be the country's premier institution for examination and certification in the field of Information, Electronics and Communications Technology (IECT)

Objective

- To generate quality manpower and develop skilled professionals in the area of Information,

Electronics & Communications Technology (IECT) and allied fields, by providing world class education & training and accreditation services.

- To provide continuing support to learners and trainers through active design & development of innovative curricula and content aligned with the dynamically changing IECT scenario as and when required.
- To establish a globally recognized quality system of examination and certification and provide a fair assessment of the competency of students.
- To continue to implement various NIELIT Schemes in the Non- Formal Sector in the IECT area.
- To establish standards in the area of IECT and to develop market-oriented courses in the emerging areas as per the need.
- To impart continuing education for up-gradation of knowledge and skills of Industry professionals & academicians considering high obsolescence in the area of IECT.
- To provide entrepreneurship development program in the area of IECT.
- To develop and promote the culture of market to encourage and nurture industry-oriented design and development.
- To provide Consultancy and Services to Government and non-Government Organizations in IECT

Activities of the NIELIT (HQ) and its Centres

Core activities of the Society - Education & Training in the area of Information, Electronics and Communication Technology (IECT) are different from other educational programs of similar nature, in scope and quality, in the following aspects:

- Flexible programs with consistent and timely updating of Course Curricula to conform to industry needs, so that the students graduating from the Society should not only find employment but also be sought after by the Industry,
- Industry participation in the formulation and running of programs, particularly for imparting hands-on-experience.
- Latest Technology is used in all operations of the Society.
- Regular feedback from customers i.e. students and Industry

The above IT Education & Training Programs are categorized as follows:

- IT Education & Training for fresh students;
- Continuing Education (Refresher training/up-gradation) for working professionals through Short-Term/Long-Term Courses; Training of Trainers at various levels; and New courses in emerging areas of IECT

The Society is also engaged in Software Development and Consultancy projects including R&D projects in addition to Education & Training Programs.

2. Scope of Tender

2.1. Empanelment Scope

The tender is an attempt to select and empanel agencies for necessary support services towards setting up of dismantling and segregation facilities of electronic waste for Capacity Building & Entrepreneurship Development through the above project. The Agency(ies) should have proven competence to handle the support services in the Government and Private Sector as envisaged in the following scopes of services.

1. Training of Master Trainers in any or all of the eight (08) NE-states for training and hand-

holding of the entrepreneurs.

2. Assist and support NIELIT in identifying the e-waste items to be covered under this project, and the technology, tools etc., towards setting up of Workshop facility / Shop-Floor for imparting training on dismantling and segregation of appropriate e-waste items and to showcase and train the participants on e-waste technology through hands-on training in a State-of-the-art facility to be set up at NIELIT Gangtok.

- a) The Empanelment will be done under the region of Sikkim and other North-Eastern States of India as per work (as listed in the Section: Scope of Work)
- b) NIELIT Gangtok will form a panel of Agencies under the region for availing the support services during the period of empanelment, which will be initially for two years only. Depending on the project requirements, NIELIT Gangtok may extend the period of empanelment for additional one year through mutual consent.
- c) **Associated Manpower:** The agency shall be empanelled to provide support services with experienced manpower deployed for rendering services.

2.2 Scope of Work

Below is a list of services that NIELIT Gangtok or its clients would like the empanelled agency to render:

Service Type	Indicative Service Offering <i>(Bidder is required to have capabilities, however an engagement may include all or a few out of this)</i>
Rollout Support Service	<ul style="list-style-type: none"> • Training of Master Trainers (20 nos.) in all the eight (08) NE-states with possible involvement of CPCB and the respective SPCBs towards skill and entrepreneurship development with necessary course materials, training kits etc. as may be required for imparting a meaningful training. • Assist NIELIT,Gangtok in identification of e-waste items to be covered for the above entrepreneurship development programme for e-waste dismantling and segregation and help setting up the workshop facility for NIELIT Gangtok for imparting training by NIELIT Gangtok and/or its identified agency(ies)on dismantling and segregation of appropriate e-waste items and to showcase and train the participants on e-waste technology through hands-on training in a State-of-the-art facility to be set up at NIELIT Gangtok through planning and design of the workshop space, identification of tools and tackles, budgetary estimation, assist NIELIT Gangtok in Tendering, procurement, certification of the same for setting up the workshop/ shop-floor including operationalization of the workshop/ shop-floor. • Coordination with NIELIT Gangtok in implementation of the scope of services and in case of problems in the field. • Nodal Coordinator with detailed address, mobile phone number etc., will be provisioned by the Agency
Project Management Support	<ul style="list-style-type: none"> • Studying/analyzing the project requirement • Providing guidance to project team of NIELIT Gangtok • Identifying and resolving common problems and potential risk issues.

	<ul style="list-style-type: none"> • Providing oversight to ensure projects are in compliance with established standards. • Following up with vendors for timely delivery/installation of material/ services and deployment of resources. • Analyze and propose Change Requests to the management.
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2.3. Resource Management

- a) The selected agency needs to have skilled manpower in sufficient numbers, capable of supporting the functioning of the project in a manner desired by NIELIT Gangtok and adhere to the Scope of work.
- b) Whatever be the assignment, the responsibility of effective and efficient delivery would rest with the agency. However, the Project Coordinator would have the right to seek replacement of a deployed person in case of unsatisfactory performance.
- c) The empanelled **agency shall pay at least 70% (Cost to Company)** of the price quoted for a particular service item to the manpower deployed against that service item. The agency shall be required to furnish relevant supporting documents upon demand from NIELIT Gangtok. NIELIT Gangtok may ask the agency to submit the salary certificate of the deployed resources at any time to compare it with the actual salary being paid to each individual against this tender.

3. ELIGIBILITY CRITERIA

A bidder participating in the empanelment process shall possess the following minimum pre-qualification/ eligibility criteria:

S.No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a company registered under Indian Companies Act, 1956	Copy of Certificates of incorporation
2	Tax Registration	The bidder should have a registered: i) GST enrollment No. ii) Income Tax / PAN number iii) Tax Deduction and Collection Account Number (TAN)	Copy of GST enrollment No. Copy of PAN Card Certificate of Allotment of TAN
3	Financial: Net Worth	The net worth of the bidder in the last 3 Financial Years : 2016-17,2017-18,2018-19 should be Positive (as per the last published audited financial statements)	Audited Annual statement
4	Financial Turnover	Turnover from IT/ITeS: The bidder should have at least 30% of its total turnover for each of the last three financial years (2016-17, 2017-18, 2018-19) as per the last published audited balance sheets from IT or IT enabled	Audited Annual statement

		services.	
5	Mandatory Undertaking	<p>Bidder should:</p> <ul style="list-style-type: none"> • not be insolvent • not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract • not have been blacklisted by a central / government institution • comply with requirements of Registration under contract labour (Regulation & Abolish) Act, wherever applicable 	A self certified letter as per Annexure: Self Declaration
6	Technical capabilities	Bidder should have conducted e-waste dismantling and segregation services and have teams in-house for setting up the e-waste dismantling and segregation workshop/ shop-floor and providing effective Master Trainer Training using modern methods of education technology at identified location(s).	The company will have to provide for documents of material which was prepared for training, the master training programme that was conducted and the assistance that was provided for setting up of dismantling facility.

4. BIDDING PROCESS

Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects or submission of a conditional bid will be at the bidder's risk and may result in the rejection of the bid.

4.1. BID SUBMISSION

- a) The bidder should give details like name, profile etc. **as per Annexure–Covering Letter** for Technical Bid
- b) The bids submitted must be valid for a period of 180 days from the date of tender opening for placing the initial order. However, the rates should be valid for the initial/extended period of

empanelment from the date of empanelment. No request will be considered for price revision during the empanelment (contract) period. If necessary, NIELIT Gangtok will seek extension in the bid validity period beyond 180 days. The request and the response thereto shall be made in writing. The bid security provided shall also be suitably extended. The agencies, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD. A Bidder granting the request will not be permitted to modify its bid.

- c) The Technical Bid and Financial Bid shall be uploaded in www.eprocure.gov.in except the EMD

4.2. Pre bid meeting

NIELIT Gangtok shall hold a pre bid meeting with the prospective bidders over video conference or if conditions permit at the meeting room at NIELIT, Gangtok. Queries received from the bidders regarding bidding conditions, bidding process, evaluation criteria, etc., in writing, **up till two days prior to the pre bid meeting**, shall be addressed. **Only those pre-bid queries which are received in the following format shall be entertained:**

Company name		M/s.		
S. No.	Vendor's Query/ Comment	Relevant Section / Annexure of Tender Document	Relevant Content from Tender Document	Tender Document Page No.

4.3. Amendment of Tender Documents

At any time prior to the last date for receipt of bids, NIELIT Gangtok, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment/corrigendum. The amendment/corrigendum will be notified on NIELIT Gangtok website, which will be binding on the prospective bidders to consider for quoting.

4.4. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NIELIT Gangtok shall be written in English.

4.5. Bidding Cost

The bidder shall bear all costs associated with the preparation and submission of their bids. NIELIT Gangtok will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process

4.6. EMD

- a) **Original copies of EMD along with the covering letter** as per the format provided in Annexure-

Covering Letter should be placed in an envelope that should be sealed and superscripted EMD for NIELIT Gangtok tender for “**Empanelment of agencies for Hiring of support services for Capacity Building & Entrepreneurship Development on E-Waste Management for North East States**”. The envelope should be addressed to the Director In Charge, NIELIT Gangtok and submitted at NIELIT, Gangtok office, Indira By Pass Road, Near KBT Fuels, Sichey, Gangtok – 737101, Sikkim

OR

- b) EMD money can directly be deposited to NIELIT Gangtok, Account No -429210110001972, Bank-Bank of India, Gangtok branch, IFSC code- BKID0004292 before the due date and time specified.

4.6.1. Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, Earnest Money Deposit (EMD) in the form of Demand Draft or transaction receipt, from a scheduled commercial bank, drawn in favour of NIELIT Gangtok, payable at Gangtok. **The amount of EMD to be submitted is Rs 30,000/-**

The EMD of unsuccessful bidders shall be returned without interest after finalization of the tender. EMD of the successful bidders shall be returned without any interest, on receipt of Security Deposit valid for the period of empanelment / extended empanelment.

4.6.2. Forfeiture of Earnest Money Deposit/Security Deposit

The Earnest Money Deposit/Security Deposit can be forfeited if a bidder:

- Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors.
- In case of the successful bidder fails to sign the contract within the stipulated time.
- In case of the bidder supplying the false information in the bid.
- Any deviation in the tender condition.

4.6. Last Date for uploading of bids

- a) Bids, complete in all respects, must be uploaded on www.eprocure.gov.in within the due date and time. In the event of the specified date for the submission of Bids is declared a holiday, the Bids can be uploaded up to the appointed time on the next working day for which NIELIT Gangtok will make necessary provisions.
- b) NIELIT Gangtok may, at its own discretion, extend the date for uploading of bids. In such a case all rights and obligations of NIELIT Gangtok and the bidders shall be applicable to the extended time frame.
- c) NIELIT Gangtok will not be responsible for any delay on the part of bidders in downloading the tender document or uploading of the bid documents as required in the tender document before the due date and time of submission.
- d) The offers submitted by fax/email or any manner other than specified above will not be considered.

No correspondence will be entertained on this matter.

- e) In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, NIELIT Gangtok may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of bidder's EMD.
- f) Printed terms and conditions of the bidders, as uploaded, will not be considered as forming part of their bid.

5. OPENING AND EVALUATION OF BIDS

- a) NIELIT Gangtok shall convene the bid opening session on duly notified date where one representative from the agencies, who have successfully uploaded the bid, can participate.
- b) NIELIT Gangtok will download the technical bid from its e-procurement portal of only those agencies whose EMD are found to be in order and each bidding agency can remain present during the bid download process.
- c) The bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC).

5.1. Evaluation of bids

- a) The two stage selection procedure shall be adopted that will proceed as follows:

The first stage proposal will consist of technical bid and the second stage will be financial bid. The financial bids shall be opened only for successful technically qualified bidders based on the evaluation of technical bid. A decision as to whether or not a bidder will be qualified will be based on the bidder's experience demonstrated by the bidder in response to the requirements of the RFP document, as evaluated by Technical/Financial evaluation committee duly constituted by NIELIT Gangtok.

- b) When deemed necessary, NIELIT Gangtok may seek clarifications on any aspect of the bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the bid submitted or price quoted. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, NIELIT Gangtok reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder. This would also not mean that their bid has been accepted.
- c) **Completeness of Bids:** NIELIT Gangtok will examine the bids to determine whether they are complete, whether they meet all the conditions of the contract and whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- d) **Rectification of Errors:** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy

between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.

NIELIT Gangtok may waive any minor informality or non-conformity or irregularity in a bid, provided such waiver does not prejudice or affect the relative ranking of any other bidder.

- e) **Rejection of Bid:** If a bid is not responsive and not fulfilling all the conditions it will be rejected by NIELIT Gangtok and may not subsequently be made responsive by the bidder by correction of the non-conformity. In case any of the bid documents is found corrupt or not in proper format as per tender document, the bid shall be rejected.
- f) Any effort by a bidder to influence NIELIT Gangtok bid evaluation, bid comparison or contract award decisions may result in the rejection of its bid and forfeiture of the bidder's EMD.
- g) NIELIT Gangtok reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected agencies or agencies and of any obligation to inform the affected agencies of the grounds for NIELIT Gangtok action.
- h) NIELIT Gangtok also reserves the right to float a fresh tender any time during the period of empanelment for this tender without assigning any reason.

5.1.1. **Technical Evaluation**

- a) The technical bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC). The first process for the TEC is to examine the eligibility of the agencies as per the tender specifications. Bids, not satisfying the eligibility criteria will be rejected. However, the TEC reserves the right to call for additional information from the bidders to fully establish their eligibility.
- b) Subsequently, the TEC would examine the technical details and may ask for additional information and may call the eligible bidders for a presentation of the projects handled by them as quoted in their bids. The time limit, in which the bidders have to submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. The bidders shall also assist the TEC in getting relevant information from the bidders' references. Bidders failing to adhere to the specified time limit will not be considered for further evaluation.

5.1.2. **Financial Evaluation**

- a) Financial bids of only technically qualified bidders shall be opened on a date and time duly notified, in the presence of bidder's representative who chose to remain present.
- b) L1 agency shall be the one quoting least values in Financial Bid. In case more than one agency quoted the same value, then the agency having the maximum total average turnover as per the CA Certificate submitted for eligibility will be reckoned as L1
- c) The lowest quoting bidder (L1) will be determined on the basis of the lowest quote, as quoted in the financial bid
- d) If L1 bidder failed to quote for any of the constituent items in the Financial Bid Performa or quoted

zero or incredibly low rates for any of the constituent items then its bid will be rejected and EMD will be forfeited. The next successive lowest quoting bidder will be declared as L1, if found in order as per tender terms and condition and so on.

- e) The rates quoted by L1 bidders in Financial Bids shall be accepted as the tender rates.

6. AWARD OF CONTRACT (EMPANELMENT)

- a) Before the expiry of the period of validity of the proposal, NIELIT Gangtok shall notify the successful bidder in writing, that its bid has been accepted. The bidder shall acknowledge in writing receipt of the notification of award, failing which the offer will be treated as withdrawn and EMD forfeited.
- b) Upon the successful bidder furnishing his acknowledgement, NIELIT Gangtok shall promptly request the bidder to provide Security Deposit. On receipt of the Security Deposit NIELIT Gangtok shall prepare the contract agreement/empanelment letter and discharge the EMD.
- c) The bidders selected for empanelment will submit the security deposit in the form of Bank Guarantee from a scheduled commercial bank for the duration of the empanelment or extended period, if any, in favour of NIELIT, Gangtok ,the amount of which shall be governed as per the below :

The amount of Security Deposit to be submitted shall be 2% of the total bid Amount.

- d) The incidental expenses for execution of agreement / contract shall be borne by the successful bidder.
- e) The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the selected bidder will entail termination of the contract without prejudice to the rights of the NIELIT Gangtok. In addition, NIELIT Gangtok shall be free to forfeit the EMD/Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.
- f) During empanelment period, if the bidder's name got changed due to acquisition, amalgamation etc., the bidder must inform NIELIT Gangtok with all required documents within one month of its name change, failing which the empanelment will be cancelled and EMD forfeited.

7. PAYMENT TERMS AND SCHEDULE

- a) The payment to the agency will be made on quarterly basis depending upon the actual duration of the support services rendered at NIELIT office after availing service.

- b) In case of a milestone based assignment, the payment to the agency shall be made after completion of the milestone on the basis of actual man-month of services rendered for achieving the particular milestone.
- c) The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of NIELIT Gangtok) on monthly basis in the name of NIELIT Gangtok by the 5th day of the succeeding month along with satisfactory Performance Report(s) duly signed by NIELIT Gangtok or the end-customer. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable taxes etc.
- d) Payments shall be subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further all payments to agency will be made subject to deduction of applicable taxes and penalty, if any, as per Government of India rules.
- e) TA/DA shall be payable directly by the client on production of travel documents in original and approval of NIELIT Gangtok for undertaking such tour in project interest. However TA/DA should not exceed 5% of the work order value
- f) Taxes and Levies payable to Government of India would be paid extra as applicable from time to time.
- g) It is the binding duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages and the documentary proof of the salary paid as per the terms and conditions of the empanelment may be asked to be submitted to NIELIT Gangtok, whenever deemed necessary, for the processing of the bills.
- h) In case the submission of monthly bills to NIELIT Gangtok is delayed by the agency beyond 15 days from the last day of the month in which the services has been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective agency so that NIELIT Gangtok is not burdened unnecessarily with this amount/penalty etc.. The entire amount will be deducted from the payment due to respective agency.

8. DELIVERY OF SERVICES

- a) The empanelled agency will undertake all the indicative activities defined in the detailed Scope and any other associated activities. Adequate resources will be deployed by the empanelled agency so that no activities are lost sight of and all of them are handled with reasonable efficiency.
- b) The empanelled agency will plan and prepare time-chart for all the activities, in consultation with NIELIT Gangtok/User Department and ensure that the activities are performed within the specified time frames. From time to time NIELIT Gangtok/User Department will review the time frame requirements and will issue the work-order accordingly.
- c) The agency will devise the procedures to take proper backups of data to overcome any stoppage of service. In case of data loss for whatever reasons, it shall be the responsibility of the agency to restore the data from the backup within a maximum period of one day. However the agency will not be held responsible for the system failures, if any.
- d) To discharge its responsibility, the agency will deploy experienced resources with proven

competence and rich working experience. They will have to replace any resource with unsatisfactory performance with immediate replacement as and when it is brought into their notice.

- e) The agency will strategize to deliver in high grades on all the obligations assigned to it. The agency will maintain the details of all activities undertaken by their deployed staff on current basis and will release periodic consolidate reports so that NIELIT Gangtok carry good sense of all significant matters. The agency will contribute and assist in establishing sound procedures and effective controls over the activities addressed by NIELIT Gangtok or its clients.

9. PENALTY

- a) So whether the agencies get their personnel trained after receipt of the work order from NIELIT Gangtok or in advance, the support service in response to a work order (viz the deployment of all the manpower resources mentioned in the work-order as per the date-of-joining mentioned in the work-order) should start **within 10 days**.
- b) Any unjustified and unacceptable delay in extending the support service as mentioned above will render the agency liable to pay Penalty Charges @1% per day of the total value (excluding taxes and levies etc.) of that resource mentioned in the work-order for next 15 days, beyond which NIELIT Gangtok will be free to cancel the work order and get the work done through alternate sources at the cost and risk of the defaulting agency. The work order will be cancelled and work order cancellation charges @10% of the work order value will be applicable, which will be realized from pending payments of the agency or from the security deposit or by raising claims.
- c) In order to avoid amendments in the work-orders, the empanelled agencies are advised not to deploy any resource after the expiry of its permissible time line including the applicable penalty period (viz Date-of-joining plus 10 days as the case may be plus 15 days penalty period); the concerned work-order will be automatically treated as restricted or cancelled for all the non-deployed resources.
- d) Further, in case the date-of-joining of any resource as mentioned in the work-order differs as per the actual-date-of-deployment but falls well within the permissible time line (viz Date-of-joining plus 10 days as the case may be plus 15 days penalty period) then also there is no requirement of any amendment in the work-order and the FROM and END date of that particular resource of the work-order will be automatically treated as amended based on the actual date-of-deployment & period of deployment.

The agency staff would strive to render the support services to the satisfaction of NIELIT Gangtok/client within the time line agreed in consultation with NIELIT Gangtok or its client. For three defaults on the time-frame, NIELIT Gangtok will have the option to cancel the contract/agreement/work-order and forfeit the EMD/Security Deposit and get the work done through alternate sources at the cost and risk of the agency. The work order will be cancelled and work order cancellation charges @10% of the work order value will be applicable, which will be realized from pending payments of the agency or from the security deposit or by raising claims.

- e) For this tender, there is no provision of any leave for the deployed personnel rendering the support services. In case a deployed person is granted a leave by the empanelled agency or the deployed person remains on leave of their own or with the permission of user-department/end-customer or leaves the job in between (because of unsatisfactory performance or any other

reason), then alternate equivalent resource is to be posted by the agency with immediate effect. NIELIT Gangtok will not make any payment for the duration when the required services are not rendered by the appointed agency and in case no substitute has been deployed; the Penalty equivalent to 2 times of the per day cost of the hired services (for the next 10 days) shall be deducted from the respective monthly bill of the agency if the replacement has not been made within 2 working days. In case the empanelled agency does not provide any replacement of the resource even after 10 days of his/her leaving; the work-order will be automatically treated as restricted for the period equal to actual period of services rendered by the leaving resource.

- f) It is the binding duty of the agency empanelled to regularly pay (before 10th of every month) the deployed manpower their entitlements like monthly salaries/wages. NIELIT Gangtok does not expect any employee related complaints to escalate to the organization where the support services are provided for NIELIT Gangtok. A penalty of 1% of agency's billed shall be applicable for the month in which such instance is brought to the notice of NIELIT Gangtok.
- g) For three instances of either cancellation of the work order or not accepting the work order, the empanelment will be cancelled and Security Deposit will be forfeited. Besides, the agency will be debarred from quoting for NIELIT Gangtok tenders for the next three years.
- h) The penalty will also be applicable on the misuse/damage of NIELIT Gangtok or its client equipment. NIELIT Gangtok penalty decision will be final and binding on the empanelled agency in such cases. Further, the penalty will be applicable for established negligence of a resource and not for the delay / damage otherwise.

10. INDEMNITY

- a) NIELIT Gangtok stand indemnified of all legal obligations, past/present/future, the empanelled agency may have with its professionals.
- b) NIELIT Gangtok stand absolved for any liability on account of death or injury sustained by the staff deployed by the empanelled agency during the performance of the empanelment and also for any damages or compensation due to any dispute between the empanelled agency and its staff.

The empanelled bidder will indemnify NIELIT Gangtok of any infringement of third party rights be they under the Patents Act or the IPR.

11. CONFIDENTIALITY

The empanelled bidder and their deployed personnel will not, either during the term or after expiration of this contract, use, sell, disclose any proprietary or confidential information relating to the software, services, contract or business or operations of NIELIT Gangtok or its clients without the prior written consent of NIELIT Gangtok.

The empanelled agencies have to sign the Non-Disclosure Agreement with NIELIT Gangtok.

12. SECURITY

- a) The bidder will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, by the manpower posted by them.
- b) The bidder or its deployed personnel, by virtue of claim any rights on the work performed by them. NIELIT Gangtok/Client will have absolute rights on the work assigned and performed by them. Neither any claims of the bidder or its deployed professionals will be entertained on the deliverables.

13. GENERAL TERMS & CONDITIONS

- a) Consortiums are not allowed for the scope of this tender.
- b) All the deployed requisite manpower by the empanelled agency for against work order as per the terms and conditions of the Tender must be a permanent employee of the organization and no subcontracting is allowed.
- c) The agency should have proven IT enablement through which NIELIT Gangtok should be provided access to view individual work order level details, payment of salaries/wages for the deployed manpower. NIELIT Gangtok may ask the bidders to demonstrate their capability as per this clause to determine their eligibility for empanelment at the time of technical evaluation.
- d) NIELIT Gangtok may by written notice, sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NIELIT Gangtok convenience, under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. NIELIT Gangtok reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- e) In the event of the bidding company's or the concerned division of the company being taken over / bought over by another company, all the obligations under the agreement with NIELIT Gangtok, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
- f) All panel agencies automatically agree with NIELIT Gangtok for honoring all aspects of fair trade practices in executing the work orders placed by NIELIT Gangtok.
- g) The selected bidder will be responsible for any damage to equipment, property and third party liabilities caused by acts on part of its deployed manpower. All equipment will be used only for the purpose of carrying out legitimate business and will not be put into any other use.
- h) NIELIT Gangtok will be free to allocate the work to any of the empanelled agencies or to an agency of User Department's choice.
- i) Depending on the project needs, NIELIT Gangtok may empanel more agencies at a later date from out of the technically qualified agencies who agree to match the L1 rates.
- j) Agency should furnish copies of all appointment documents of the deployed manpower to NIELIT

Gangtok for its records from time to time

- k) The empanelled agency will be required to undertake the work in any part of India.
- l) Work order will be placed on the empanelled bidder(s) in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Work Order or an alert through e-mail for downloading the Work Order from the official Web Site of NIELIT Gangtok.
- m) Objection, if any, to the Work Order must be reported to NIELIT Gangtok by the selected bidder within five (5) working days counted from the Date of Issue of Work Order for modifications, otherwise it is assumed that the selected bidder has accepted the Work Order in totality. This is applicable in case of electronic publishing/delivery of Work Order also.
- n) The bidder will get the police verification done of the deployed manpower.
- o) Retaining a candidate deployed by the agency shall be the prerogative of NIELIT Gangtok and no resource change shall be made without written consent of the concerned Project Coordinator.
- p) For the manpower deployed, the bidder will keep with them, their Aadhaar Number, Permanent Account Number (PAN), present and permanent address, educational and technical qualification details, character verification certificates, specimen signature and two passport size photographs and furnish this details/information to NIELIT Gangtok, as and when required. On NIELIT Gangtok projects only character verified resources would be deployed and it will be the responsibility of the bidder to verify the details of its deployed manpower.
- q) The bidder shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labor legislations as may be in force from time to time so far as the workmen engaged by him for this work are concerned. Such deployed manpower or the bidder will have no right or claim of any kind from NIELIT Gangtok or its clients.
- r) Staff of the agency must carry Identity card issued by the agency while on duty at NIELIT Gangtok or at identified site. Be it private or public areas, the employees are to be frisked/ checked by the security personnel, both while entering and leaving the premises
- t) NIELIT Gangtok will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus or any other funds/contribution in the scheme which Government may make it mandatory or introduced in future. These issues must be settled between the empanelled agencies and the manpower supplied by them from time to time as per the government rules and regulations.
- u) The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the deployed manpower shall be of the empanelled agency. NIELIT Gangtok or its clients shall remain indemnified of any conflict of such nature arising between the agency and its employees. NIELIT Gangtok may ask the empanelled agency to submit documentary proofs of such nature as and when need arises.
- v) The selected bidder will provide escalation matrix for problem resolution.
- w) Bid documents submitted by the bidder in hard copies (if any, as per the requirements of the tender document) have to be signed and stamped by the authorized signatory of the bidder.

14. TERMINATION OF CONTRACT

14.1. Termination by NIELIT Gangtok

NIELIT Gangtok reserves the right to suspend any of the services and/or terminate this agreement in one or more of the following circumstances by giving 30 days notice in writing:

- In case NIELIT Gangtok finds illegal use of connections, hardware and software tools that are dedicated to NIELIT Gangtok or its clients only.
- In case the empanelled agency is not paying salary continually for 2 months or three defaults in payment of salary in a year to the manpower against the work order as per the terms and condition of the tender. NIELIT Gangtok may ask the empanelled agency to provide proof of salary transaction to the manpower deployed by them.
- In case the empanelled agency is not meeting the Qualification, experience of the manpower as per the terms and conditions of the tender.
- In case the empanelled agency is not providing benefits of PF/EPF, ESIC etc. to the manpower. In case the empanelled agency is not depositing TDS deducted from salary of the manpower to Income Tax Department.

NIELIT Gangtok reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 90 days notice in writing:

14.2. Termination for Insolvency, Dissolution etc.

NIELIT Gangtok may at any time terminate the contract by giving written notice to the qualified bidder without compensation to the qualified bidder, if the qualified bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to NIELIT Gangtok.

14.3. Termination for Default:

NIELIT Gangtok may without prejudice to any other remedy for breach of contract, (including forfeiture of security deposit) by written notice of default sent to the empanelled agency, terminate the contract in whole or in part after sending a notice to the empanelled agency in this regard.

- a) If the empanelled agency fails to deliver any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by NIELIT Gangtok, or
- b) If the empanelled agency fails to perform any other obligation under the contract.

14.4. Termination for Convenience

NIELIT Gangtok may by written notice, sent to the selected bidder, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NIELIT Gangtok's convenience, the extent under the work-order and/or the contract is

terminated and the date upon which such termination becomes effective. NIELIT Gangtok reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.

14.5. Conditions for Termination

- a) Upon occurrence of an event of default as set out in above clauses, either party will deliver a default notice in writing to the other party which shall specify the event of default, and give the other party an opportunity to correct the default.
- b) At the expiry of notice period, unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the agreement.

14.6. No Claim Certificate

The qualified bidder shall not, be entitled to make any claim, whatsoever, against NIELIT Gangtok or its clients under or by virtue of or arising out of this contract nor shall NIELIT Gangtok or its clients entertain or consider any such claim after Bidder shall have signed a "no claim" certificate in favor of NIELIT Gangtok or its client in such forms as shall be required by NIELIT Gangtok after the works are finally accepted.

14.7. Suspension

NIELIT Gangtok may by a written notice of suspension, suspend all payments to the qualified bidder under the contract, if the qualified bidder failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that the such notice of suspension:

- Shall specify the nature of the failure and
- Shall request the qualified bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

15. FORCE MAJEURE

- a) Force majeure clause will mean and be limited to the following in the execution of the contract / work-orders placed by NIELIT Gangtok:-
 - War / hostilities.
 - Riot or Civil commotion.
 - Earthquake, flood, tempest, lightning or other natural physical disaster.
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.
- b) The agency will advise NIELIT Gangtok in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, NIELIT Gangtok reserves the right to cancel the order without any obligation to compensate the agency.

16. ARBITRATION

NIELIT Gangtok and the agency will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the agreement/work-

order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for the general or the special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by Ministry of Electronics & IT (MeitY) and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in Gangtok, India

17. APPLICABLE LAW

The Agreement/Contract/work-order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

The bidder and their deployed personnel either during the contract or after its completion, shall not disclose any proprietary or confidential information relating to the services, contract or business or operations of NIELIT Gangtok or its clients without the prior written consent of NIELIT Gangtok

ANNEXURE - I: Covering Letter for Technical Bid

(To be submitted on the letterhead of the bidder)

(Place)

(Date)

To

**The Director In Charge,
National Institute of Electronics & Information Technology (NIELIT), Gangtok
Indira By Pass Road, Sichey
Gangtok – 737101, Sikkim**

Subject: Submission of Bid for Empanelment of agencies for Hiring of support services for Capacity Building & Entrepreneurship Development On E-Waste Management For North East States

Dear Sir,

This is to notify that our company is submitting technical bid in response to Tender No NIELIT/..... for **Empanelment of agencies for Hiring of support services for Capacity Building & Entrepreneurship Development on E-Waste Management For North East States**. Primary & Secondary contact for our company are as follows:

	Primary Contact	Secondary Contact
Company Name		
Name		
Title		
Address		
Phone		
Mobile		
E-mail		

We are responsible for communicating to NIELIT Gangtok in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold NIELIT Gangtok responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with NIELIT Gangtok on time.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this tender

document including all forms, scheduled and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the tender and the procedure for bidding and evaluation.

We have enclosed the earnest money deposit as per the tender Conditions. It is liable to be forfeited in accordance with the provisions of tender document.

Deviations:

We declare that all the services shall be performed strictly in compliance with the Tender Document. Further we agree additional conditions, if any, found in the bid documents, other than those stated in the tender document, shall not be given effect to.

Bid Pricing:

We do hereby confirm that our bid prices include all taxes, as applicable on the last date of submission of bid. We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

Qualifying Data:

We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of bid, we agree to furnish the same in time to your satisfaction.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to NIELIT Gangtok are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled NIELIT Gangtok in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favours to our company in evaluation process, we are liable to be dismissed from the selection process or termination of the contract during the empanelment with NIELIT Gangtok.

We understand that you are not bound to accept the lowest or any bid you may receive. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [*bidder's*] *name*

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder

Place: Date:

ANNEXURE - II: Tech Bid: Checklist for Technical Bid

#	Requirement (Refer Eligibility Criteria for Details)	Bidder Compliance (Y/N)	Documents / Proofs Attached	Page No of attached proof	Reason for deviation, if any
1	Legal Entity				
2	Tax Registration				
3	Financial: Net Worth				
4	Financial: Turnover				
5	Certification				
6	Mandatory Undertaking				
7	Technical Capability				

On behalf of [*bidder's*] *name*

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

ANNEXURE - III: Tech Bid: Format for Submission of Project References

#	Particulars	Details
I	Domain(s) for which the project is being referred:	
II	General Information	
a.	Client Name	
b.	Name of the Contact Person and contact details of the Project	
III	Project Details	
a.	Name of the Project	
b.	Start Date	
c.	End Date	
d.	Current Status (In Progress / Completed)	
IV	Size of Project	
a.	Value of Work Order (In Lakh) (only single work order)	
b.	Total Cost of the Services provided (by the bidder)	
Narrative Nature of Project:		
Description of actual services provided by your staff with in assignment:		

Note:

- i. Multiple work orders for the same project, shall be considered as different assignments for the purpose of evaluation of technical capability for this tender
- ii. Bidders may be required to facilitate interaction with client and/or site visit, if required.

ANNEXURE - IV: Self-Declaration

(To be submitted on the letterhead of the bidder)

To

**The Director In Charge,
National Institute of Electronics & Information Technology
Indira By Pass Road, Sichey, Gangtok – 737101, Sikkim**

Dear Sir,

In response to the Tender No. _____ dated _____ for “Empanelment of agencies for **Hiring of support services for Capacity Building & Entrepreneurship Development On E-Waste Management For North East States**”, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding: -

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) Complies with requirements of Contract Labour (Regulation & Abolish) Act, wherever applicable.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoI, my/ our EMD/security deposit may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: - Date: Place: