

NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY

(An ISO9001 : 2008 Certified Organisation)

(An autonomous Society under Ministry of Electronics and Information Technology, Govt. of India)

Ref. No.1(114)2017/NIELIT

NOTICE INVITING TENDER for PLACEMENT SERVICES

Schedule of Events

Nature of the Work (Procurement of Services/Goods) Outsourcing	Manpower Services
Mode of Tendering	e-Tender (online) on URL https://eprocure.gov.in/eprocure /app
Cost of Tender Document	Nil
Controlling Authority	Registrar, NIELIT Headquarters, NIELIT Bhawan, Plot - 3, PSP Pocket, Industrial Area, Sector-8, Dwarka, New Delhi-110077 Email: registrar@nielit.gov.in
Estimated cost of contract/ work	Rs.600 Lakhs per annum
Earnest Money Deposit (EMD)	Rs.12,00,000/- (Rupees Twelve Laks only) Shall be accompanied by scanned copy of NEFT/DD/Bankers' Cheque
Bank Details of NIELIT	Bank of India SB A/C. No. 604820100000012 IFSC Code-BKID0006048 (on or before bid submission closing time as mentioned in the tender document)
Date & Time of Publishing e-Tender	4/4/2018 6:40 PM
Last date of receipt of Pre-Bid queries in the prescribed format by email	09/04/2018 5:30 PM
Contact Person for clarifications/queries regarding e-tender document.	Sh. D Lakshmandas, Administrative Officer, NIELIT Headquarters, NIELIT Bhawan, Plot - 3, PSP Pocket, Industrial Area, Sector-8, Dwarka, New Delhi-110077 Email: dlakshman@nielit.gov.in
Date, Time & Venue of Pre-Bid Meeting	10/04/2018, 11:00 AM at NIELIT Headquarters, NIELIT Bhawan, Plot - 3, PSP Pocket, Industrial Area, Sector-8 Dwarka, New Delhi-77
Date of Publishing Pre-Bid minutes & Date of start of bid submission	12/04/2018 3:00 PM
Bid Submission Closing Date & Time	25/04/2018 (05:00 PM)
Technical Bid Opening Date & Time and Venue	26/04/2018 (05:00 PM) NIELIT Headquarters, Dwarka, New Delhi
Date, Time and Venue of opening of Financial bids	Will be intimated later to the technically qualified bidders
Bid Validity	90 Days from the last date of bid submission

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**TENDER DOCUMENT FOR PROVIDING PLACEMENT SERVICES IN THE OFFICE OF
NIELIT**

I BACKGROUND

National Institute of Electronics & Information Technology (NIELIT), an Autonomous Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non- Formal Education in the area of IECT besides development of industry oriented quality education and training programmes in the state-of-the-art areas. NIELIT has endeavored to establish standards to be the country's premier institution for Examination and Certification in the field of IECT. It is also one of the National Examination Bodies, which accredits institutions/ organizations for conducting courses in IT in the non-formal sector.

NIELIT has presence at around 30 locations all over the country through its own Centres/ Extension Centres/Branch offices/Regional offices, etc., while its Headquarters is presently located in Plot - 3, PSP Pocket, Industrial Area, Sector-8, Dwarka, New Delhi-110077. For the operations at the Headquarters and MeitY, NIELIT has been hiring personnel through placement agencies empanelled for the purpose. The existing service provider has been associated with NIELIT since 01st April 2016 and the contract is going to be expired very soon. Therefore, with a view to have transparency in the hiring process, it has now decided to float the e-tender and invite quotations. It may be mentioned here that on present scale, the annual bill of the NIELIT on hiring of contractual personnel for placement agencies is around Rs.600 Lakhs.

II SCOPE OF WORK

- [i] The National Institute of Electronics and Information Technology, New Delhi requires the services of reputed, well established and financially sound Professional Staffing and Manpower Sourcing Organizations to provide professional support services in the category of unskilled, semi-skilled and skilled personnel at different levels including personnel to function as Office Assistants, Contractual Non Technical Supervisory Staff(CNTSS), Multi Task Staff(MTS), Security Guards including gunmen, Drivers, Electrician, Liftman, Janitors, Messengers/Helpers, Plumbers, Gardener & Others as and when required, to cater to the administrative needs and security requirement of NIELIT and Ministry of Electronics & Information Technology on need-based basis.
- [ii] The educational qualification, proficiency and experience, etc. shall be intimated by NIELIT while requesting for deployment of contractual manpower. On receipt of the request, the Empanelled Vendor selected will have to conduct the interview and select the suitable candidates as per the requirement prescribed by NIELIT under Delhi Govt. Minimum Wages Act. On certain occasions, as per the demand from the concerned department, the manpower can be taken up on consolidated monthly salary while keeping in view the provisions of Minimum Wage Act. In such cases NIELIT shall decide the salary of the candidate based on the experience and qualification.
- [iii] Presently, the number of persons hired by NIELIT through placement agencies are 223 at different levels.

III VALIDITY OF THE CONTRACT

NIELIT would empanel Agencies for outsourcing various manpower services. Contract, once awarded, shall remain valid for a period of one year. The contract can be further extended

another two years, but annually subject to satisfactory services provided by the vendor on existing terms & conditions with mutual consent. However, the contract can be terminated at any time without assigning any reason by giving a notice of two months by either party.

IV ELIGIBILITY CRITERIA

- [i] The bidder shall have been in the business of providing services of deployment of personnel to carry out administrative, technical & security related functions for more than 5 years as on 31st March, 2018 (Proof for commencement of Business shall be furnished). Also the bidder shall have a labour license and shall have Private Security Agencies Regulation Act (PSARA) license. Copies of the same shall be submitted with the technical bid.
- [iii] The average annual turnover of the Empanelled Vendors for the past 3 years immediately preceding the current financial year (viz. 2014-15, 2015-16 and 2016-17) shall not be less than Rs.600 lakhs and shall not be in deficit mode during these years. Copies of the Profit & Loss Account/ Income Expenditure Statement along-with balanced sheet duly audited by CA in support of the Empanelled Vendors' turnover as well as the profits/ loss must be submitted with the Technical Bid.
- [iv] During past two years (i.e. 2015-16 and 2016-17), the bidder have satisfactorily completed the similar contracts with Government, Autonomous bodies of Central/ State Govt., PSUs, Banks and other organizations.
- [v] Certificates of satisfactory completion of the contract(s), which satisfy condition [iii] shall be submitted duly certified by the client(s).
- [vi] The bidder shall be registered with ESIC (Certified copy to be attached)
- [vii] The bidder shall have registration with Employees Provident Fund Office or any corresponding Provident Fund authority to process EPF in respect of its employees (Certified copy shall be attached)
- [viii] The bidder shall be registered under GST Registration for providing services concerning sourcing of manpower (Certified copy to be attached).
- [ix] The bidder shall have a PAN Card and a copy of the same shall be submitted with Technical Bid.
- [x] The bidder shall give an undertaking/self declaration certificate (**Annexure VI**) that the vendor is not & has not been blacklisted by any Central/ State Government organizations during the last five years (2012-13, 2013-14, 2014-15, 2015-16, 2016-17).
- [xi] A sum of Rs.12,00,000/- (Rupees Twelve Lakhs only) as Earnest Money must be deposited by each bidder, except those exempted under certain categories, in the form of Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form. While the EMD deposited by the unsuccessful bidders would be refunded after the bidding process is over and EMD deposited by the successful bidders would be refunded after receipt of Performance Security. In case any bidder withdraws after opening of Technical Bids, EMD shall be forfeited. No interest on EMD shall be paid by NIELIT. *As per the OM No. F.5/4/2018-PPD dated 28th February, 2018, Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India, declaration of UAM number by the vendors on CPPP is mandatory from 01/04/2018. The MSME bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order, 2012 issued by MSME.*

- [xii] The bidder shall submit its Bids in two parts in the prescribed proforma enclosed (*Annexure I and Annexure II*).
- [xiii] Each page of the documents submitted with the bids including the bidding proforma must be signed by the authorized signatory signing the Bid in token of authentication/ correctness of the documents.

V PROVIDING SERVICES/ SUPPORT

- [i] For deployment of any category of resources as required by NIELIT, the Empanelled Vendors shall be responsible to conduct the interview as per the eligibility criteria of the post and forward the list of selected candidates to NIELIT along-with their CVs and other documents.
- [ii] In case the Empanelled Vendor fails to submit the list of eligible candidates within a week's time from the date of issue of demand letter by NIELIT, the said demand letter will be treated as withdrawn/ cancelled and awarded to the other Empanelled Vendors.
- [iii] The Empanelled Vendors will deploy the requisite manpower within 10 working days of placing the work order by NIELIT. **Beyond this period, a penalty of Rs.500/- per day per person** will be levied for a period of 10 days.
- [iv] For the resources deployed, the Empanelled Vendors will keep with them their Police Verification completed and furnish the original Police Verification to NIELIT while keeping a copy with themselves. The Empanelled Vendors shall keep the details of present and permanent address (with proof), educational and technical qualification details, specimen signature, two passport size photographs of deployed resources and furnish these details/ information to NIELIT, as and when required.
- [v] The Empanelled Vendors will issue appointment order to the deployed resources only after checking his/ her documents of qualification and endorse a copy of the same to NIELIT. The manpower deployed will be issued ID Cards by the Empanelled Vendors, which the person deployed will always keep with him/ her and show on demand. This will be in addition to Entry Pass issued in favor of the deployed personnel at the workplace to facilitate his/ her entry in secured area/ office premises.
- [vi] The personnel hired from the Empanelled Vendors will report to NIELIT Headquarters, who will assign them specific tasks as per requirement.

VI TIMINGS & HOLIDAYS

- [i] The employees of the Empanelled Vendors deployed at the premises of NIELIT shall report for duty at 9:00 AM and shall remain on duty till 5:30 PM on all 6 working days as per the Delhi Shops & Establishments Act & Rules and Allied Business & Labour Laws. The employees shall be eligible for a lunch break of 1/2 an hour between from 1.00 PM and 1.30 PM. However, in case of unskilled category the employees shall report at 8.45 AM and shall remain on duty till 5.45 with one hour lunch break between 1.00 PM to 2.00 PM. NIELIT shall, however, have the right to detain all or some of the employees of the Empanelled Vendors, beyond the above hours, on need basis.
- [ii] On urgent requirement, vender shall have to provide services even on holidays/Sunday at the requisite site, a failure of which shall invite penalty against the vendor as deemed fit.
- [iii] The employees of the Empanelled Vendors deployed by NIELIT Headquarters will be entitled for Casual Leave (CL) of 12 days per annum and Privilege Leave (PL) of 15 days in a year,

subject to the condition that one CL will be due after completing one month's continuous service and 5 days of PL will be due after completing 4 months of continuous service. The employees will be eligible for accumulating PL up to 45 days while no accumulation of CL will be allowed beyond a calendar year. In case, of employees joining during mid of a month, minimum 20 days of presence on duty shall be considered as a completed month for the purposes of calculation of CL/PL in a month for Leave entitlement. Half day leave shall be deducted wherever an employee reports to duty later than 11:00 AM in forenoon or leaves office earlier than 03:30 PM in the afternoon. Further, in a case an employee leaves or is retrenched/ removed from job without completing 4 months of deployment, he/ she would be eligible for encashment of balance PL at his/ her credit calculated on proportionate basis. Less than 0.5 shall be ignored while 0.5 or more shall be rounded off to next whole number

- [iv] The overtime allowance shall be paid as per the Delhi Shops & Establishments Act & Rules and Allied Business & Labour Laws i.e. for any work in excess of nine hours on any day or for more than 48 hours in any week, overtime wages are to be paid at the rate of double the wages where a worker is required to work beyond the normal hours of work or on any day of rest, he shall be entitled to wages at rate of twice his ordinary rate of wages. However, subject to the maximum of 54 hours in a week and 150 hours of overtime in a year. The daily rate of wages for a worker can be obtained only by dividing the amount of wages for 30 days by 26.

VII TERMS OF PAYMENTS:

- [i] Payments shall be released on a monthly basis against the pre-receipted bills received from the Empanelled Vendors after ascertaining that the quality of the services rendered by the Empanelled Vendors were satisfactory and all personnel deployed were present on all working days during the period covered by the bill.
- [ii] The payment to be made to each employee shall be decided by NIELIT. Payment offered covering of Social Security's wherever applicable shall be paid by NIELIT as per prevailing laws/terms, thus, the Empanelled Vendors shall quote for their Service Charges in terms of percentage. Employees will be compensated for extra work on the basis of his/ her per hour wages, subject to an upper ceiling of Rs 800/- per day.
- [iii] The Empanelled Vendors shall submit the Attendance Sheet, Payment Receipt, Timely deposit of EPF challan, ECR for EPF deposits, ESI Deposit Challans along with ECR for ESI deposits, of the personnel deployed along with bill for every month.
- [iv] The Empanelled Vendors shall make payment of Salary to the employees deployed in NIELIT through online account payee Cheque/ Bank Transfer by 07th of the following month. No cash payment shall be paid to the employees and only online payments to make the payments. The Empanelled Vendors shall make all such payments and submit the proof of payment to NIELIT. The empanelled agency shall be in a position to pay the contractual staff salary for at least two months in a row without any demand for settlement of bills of previous month if bills are pending for various reasons.
- [v] The Empanelled Vendors shall provide ESI cards to all the deployed personnel, wherever ESI is applicable.
- [vi] The Empanelled Vendors shall provide PF A/c no. to all the deployed personnel, wherever PF is applicable.
- [vii] The Empanelled Vendors will submit a copy of the appointment letter issued to the deployed resources along with the first bill for claiming reimbursement for the services provided to NIELIT or its clients or any other authority at NIELIT's advice.

- [viii] No increase in the salaries during the contract period shall be entertained for whatsoever reasons except that in case of increase in minimum wages by Government of NCT of Delhi.
- [ix] The Empanelled Vendor has to ensure and furnish a proof of statutory obligations along with the monthly bill that payments to the personnel deployed at the request of NIELIT have been made in strict compliance of the provisions of the Minimum Wage Act and that necessary payments on account of statutory provisions, for e.g. ESI / PF / Gratuity, etc., have been deposited with the concerned authorities, failing which the contract shall not only be terminated and security deposits forfeited, but also any other action, as deemed fit by NIELIT shall be taken.
- [x] The Empanelled Vendors shall furnish a comprehensive list of all employees deployed by it at NIELIT with the details of PF account numbers and ESI card numbers of each employee and as and when a new personnel is deployed by the Empanelled Vendors, such details in respect of the said personnel shall be furnished within a month from the date of his/ her deployment.
- [xi] Final bill shall be paid after 30 days from the completion/ termination of the contract.

VIII PENALTY for NON-PERFORMANANCE AND NON-PAYMENT

- [i] The Empanelled Vendors will deploy the requisite resources/ manpower within 10 working days of placing the work order by NIELIT. **Beyond this period, a penalty of Rs 500/- per day per person** will be levied for a period of 10 working days.
- [ii] The Empanelled Vendors shall make payment of Salary to the employees deployed in NIELIT through online/ Bank Transfer by 7th of the following month. No cash payment is allowed to pay any employee by the Empanelled Vendors. In case the Empanelled Vendors fails to make payment of salary by 7th day of the following month irrespective of the bills of previous month cleared/not cleared by NIELIT in the following month, a penalty @ 1% for every day of delay shall be levied, subject to a maximum of 10% of the raised bill value of the delayed payment of the month. If Empanelled Vendors fails to release the salary to the personnel deployed in NIELIT by 7th day of following month without appropriate justification, NIELIT reserves the right to cancel the work order and forfeit the performance security besides taking any other action, as per law.
- [iii] The defaulting Empanelled Vendor is liable to pay work order cancellation charges of 5% of value of portion of work order (the sum of monthly consolidated salary to be paid to the manpower to be outsourced under the specific work order), which will be realized through the pending bills or Security Deposit or by raising claims.

IX PERFORMANCE SECURITY

- [i] Successful bidder will have to provide Security Deposit of an amount equal to 7% of the annual cost of the tender Rs.600 lakhs approximately. The security deposit may be furnished in the form of an account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial Bank or online payment in a acceptable form and shall be valid for a period 27 months from the date of award of the contract. The Security Deposit will be forfeited in case the Empanelled Vendors fails to meet its obligations under this contract. The Security Deposit must contain appropriate provisions for invocation of the same by NIELIT at its discretion.

- [ii] The successful bidder shall submit the performance security within 10 days of the issue of the offer made by NIELIT, failing which the tender may be cancelled.

X GENERAL TERMS AND CONDITIONS

- [i] The contract can be terminated at any time without assigning any reason by giving a notice of two months by either party.
- [ii] NIELIT has reserves the right to accept or reject any bid without assigning any reason whatsoever. NIELIT also reserve the right to cancel the bid process at any point of time.
- [iii] Incomplete bids are liable to be rejected.
- [iv] Late bids shall not be accepted and no correspondence in this regard shall be entertained.
- [v] The web application will be hosted at NIC Data Centre/Ernect Data Centre after Security audit, so the security audit certificate must be in compliance with the NIC/Cet-In standards.
- [vi] The tenderer or his/her authorized representative may remain present at the time of opening the bids. Only authorized representative will be allowed to attend the meeting of the Tender Committee.
- [vii] The decision of the Director General, NIELIT on any dispute, arising out of or relating to the contract, including the interpretation of a part or full of this document, shall be final and binding on the parties.
- [viii] **Rectification of Errors:** Bidders are advised to exercise utmost care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are submitted. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting are found, the bid shall be rejected summarily. Arithmetical errors in bids will be considered as follow:
 - a. Where there is a discrepancy between the amount in figures and in works, the amount in words shall be considered final.
 - b. Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.
- [ix] If any column in the Proforma at *Annexure I* or *Annexure II* submitted to NIELIT remains blank or filled with inappropriate/ incomplete information, the bid would be treated as incomplete and hence, rejected.
- [x] A copy of this document with each page signed (by the signatory signing the bid) in token of acceptance of the terms and conditions stipulated herein must be submitted with the Technical Bid.
 - a. The Technical Bids not accompanied by a duly signed copy of this document shall be treated as incomplete and shall be rejected.
 - b. The tender evaluation committee reserves the right to relax any terms and condition in the NIELIT interest, with the approval of competent authority.

- [xi] **Arbitration:** All disputes or differences arising out or in connection with the bid document or over the interpretation of any of the terms herein above contained or any claim or liability of the party shall be settled by mutual discussions within thirty days failing which an arbitrator shall be appointed by the Director General, NIELIT. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act 1996 or any of its subsequent amendments. The arbitrator will give reason for his awards and the award passed by the arbitrator shall be final and binding upon both the parties. The venue/jurisdiction of the arbitration will be New Delhi.
- [xii] The persons deployed by the Empanelled Vendors would not have any claim for employment or payment of wages or any other claim whatsoever against NIELIT. The persons hired/ engaged from Empanelled Vendors would not have any claim for compensation or any damage against NIELIT in any event whatsoever. Empanelled Vendors would be responsible or answerable for any such claim.
- [xiii] The Empanelled Vendors shall be responsible for suitability, medical fitness and police verification of the character and antecedents of the manpower supplied by it for deployment in NIELIT.
- [xiv] The manpower deployed shall remain under the control and supervision of the Empanelled Vendors and the Empanelled Vendors shall be liable for payment of their wages and all other dues payable under various labour regulations and other statutory provisions.
- [xv] The deduction of income tax from the bills of the Empanelled Vendors will be made at source as per the provisions of the Income Tax Act 1962 and that the GST will be paid to the Empanelled Vendors on total monthly bill amount as per provisions of the applicable Act.
- [xvi] In case any of the person(s) deployed by the Empanelled Vendors does not come up to the mark in terms of general discipline or does not perform his/ her duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Empanelled Vendors on the order of NIELIT shall immediately withdraw such person[s] from the premises of NIELIT and provide a suitable substitute.
- [xvii] The manpower supplied by the Empanelled Vendors shall be rotated as per the instructions of NIELIT from time to time during the period of the contract.
- [xviii] The Contract shall be governed by jurisdiction of Delhi Courts. The terms of this document shall be interpreted as per Indian Laws.
- [xix] Any losses or damages to the properties of NIELIT or its Customers/ Clients caused due to negligence or malpractice indulged by the personnel deployed by the Empanelled Vendors will be recovered from the Empanelled Vendors and Empanelled Vendors will bear all such costs.
- [xx] Empanelled Vendors awarded the contract, will not charge any amount lieu of the services provided to NIELIT from the persons on their prior/post deployment. In case any such incident(s) comes to the notice of NIELIT, the contract awarded to the Empanelled Vendors shall be cancelled and Performance Security shall be forfeited.
- [xxi] The Empanelled Vendors selected will be required to execute an Agreement with NIELIT within 15 days of communication from NIELIT about its selection for the purpose and the tax liability on this account shall be borne by the bidders concerned.

- [xxii] The Empanelled Vendors must have an office in Delhi/ NCR and in case it does not have any office in Delhi/ NCR, it shall open an office in Delhi within 15 days of communication of its selection by NIELIT.
- [xxiii] Expenditure incurred by the bidder for mobilization of the documents and uploading the bidding document through online e-procurement shall be borne by the bidder and no claims in this regard shall be entertained by NIELIT.
- [xxiv] The vendor shall not assign or sublet the work or any part of it to any other person(s) or party under any circumstances.
- [xxv] Liquidity Damages: NIELIT reserve the rights for cancelling / termination of the contract at any point of time by giving one month notice, if the services are found unsatisfactory and may award the contract to any other agency at the cost of the bidder towards which excess expenditure, if any, incurred on account of this will be recovered by NIELIT from Security Deposit or pending bill or by raising a separate claim
- [xxv] Force Majeure: Notwithstanding the provisions stated in this document, the successful bidder shall not be liable for forfeiture of its performance security, penalty or termination for default, if any, to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of 'force majeure' which in context to this clause means an event beyond the control of the vendor and does not involve the vendor's fault or negligence and may include, but not limited to , acts of God, Wars, Revolution, Fires, Floods, Epidemics and Embargoes etc.

XI BID VALIDITY:

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

XII PROCEDURE FOR SUBMISSION OF THE BIDS

- [i] The tender shall be submitted on Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> in two parts, viz, technical and price bid. Bidder is expected to examine all instructions, forms, terms and requirement in the bid document. Failure to furnish all information as required in the bid document or to submit a bid not substantially responsive to the bid document in any respect may result in the rejection of the bid. The tenderers are allowed to depute their representatives (one per Tenderer) for Technical Bid opening on the prescribed date and time.
- [ii] The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. All pages in Technical Bids *Annexure I* must be page numbered and on top of the Bid, an index giving page number of each document submitted must be indicated. The Bids without such an index are liable to be rejected.
- [iii] The consolidated salary to be paid to the individual will be decided based on the educational qualifications, experience and performance in the interview and the payments on account of social security's shall also be paid by NIELIT. Thus, the costs shall be quoted for Bidders' Service Charge including overheads, profits etc. in terms of percentage. The Bids not conforming to the above provisions would not be considered and summarily rejected.

- [iv] The Financial Proposal format is provided as BOQ_Manpower.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_Printing_Scanning.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited
- [v] The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders shall follow this time during bid submission.
- [vi] All documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- [vii] Bidder has to select the payment option as 'offline' to pay the tender fee/EMD as applicable and enter details of the instrument.
- [viii] The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- [ix] Financial Bids of only those bidders shall be opened whose Technical Bids are found in order and complete in all respects. The bids opened by the duly constituted Evaluation Committee in this office on notified time, date and place in presence of Bidders' duly nominated representatives (one per bid), if deputed by them. Intimation for opening of Financial Bids would be sent through e-mail or telephone only.
- [x] The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- [xi] No price shall be mentioned in Technical Bid otherwise the bid is liable to be rejected.
- [xii] **Assistance to Bidders:** 1. Any query relating to the tender document and the terms and conditions contained therein shall be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the Helpdesk is 180030702232.

XIII BID EVALUATION

- [i] In the first instance, the Technical Bids shall be opened by the authorized representatives of NIELIT in the presence of representatives of bidders, if available.
- [ii] The Technical Bids will then be evaluated by NIELIT, internally on the basis parameters explained in the eligibility criteria:

- [iii] Once the Technical Bids are accepted, the Financial Bids of the bidders (whose Technical Bids have been accepted) shall be opened. The date, time and venue for opening of Financial Bids shall be communicated to the bidders through e-mail/ phone.
- [iv] The L1 bidder will be arrived based on the Service Charges quoted by the bidders and based on the following criteria:-
- [v] In case more than one bidder quotes the same value, then the bidder having maximum total turnover of the two financial years will be reckoned as L1. A list of L1, L2 will be prepared accordingly.
- [vi] The decision of the Director General, NIELIT shall be final and binding. However, the bidders are free to question the bidding conditions, bidding process and/or rejection of the Bid.

Annexure- I**PROFORMA FOR FURNISHING TECHNICAL BID**

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

Sl No	Subject	Details	Pg. No. of enclosures
1	Name, Address & Telephone No. of the Organization		
2	(a) Date of commencement of Business (please furnish proof in support of your statement) (b) Labour License No. & Date of Expiry (upload scanned copy)		
3	Status of the Organization (i.e. Whether Proprietorship/ Partnership/ Private Limited/ Public Limited Company/ Registered under Societies Registration Act. etc.)		
4	Registration No. of the Organization (Please upload Certificate of Registration/ Incorporation)		
5	Name of CEO/ Proprietor		
6	Name, designation and address including contact no. of the Contact Person		
7	Annual Turnover during the years 2014-15, 2015-16 and 2016-17 (upload copies of audited Profit Loss Account/ Income & Expenditure statements and Balance Sheet)	2014-15 _____ 2015-16 _____ 2016-17 _____	
8	(a) Sale Tax/ VAT No. (upload copy) (b) GST No. (upload copy of Registration)		
9	PAN No. (upload copy)		
10(a)	Details of Contract(s) successfully completed which satisfies the provisions of Clause IV (iv) of Tender Document. (Provide Name, Address and Annual Cost of Contract, details of Contact Person) (Attach copies of Contract(s) and Certificate of Satisfactory Completion of the Contract(s))		
(b)	No. of clients served in and around Delhi on the date of submission of bid (Please enclose a comprehensive list with address and telephone no. of Contact Person)		
(c)	Details of Central/ State Government Department/ Autonomous Body/ PSU served or being served by the Firm (upload copies of the orders)		

SI No	Subject	Details	Pg. No. of enclosures
11	<p>Details of Earnest Money Deposit (EMD)</p> <p>In the form of an account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form. Scanned copy of the RTGS/NEFT payment certificate shall also be uploaded on e-procure portal during bid submission.</p>	<p>Rs.12,00,000/- (Rupees Twelve Lakhs only)</p> <p>Date of Transaction _____</p> <p>Transaction No. _____</p> <p>Bank guarantee details _____</p>	
12	<p>(a) Manpower strength in own office (upload documentary proof in support)</p> <p>(b) No. of employees being provided to existing clients excluding unskilled staff (upload copy of ECR of last month in support)</p>	<p>Managerial _____</p> <p>Supervisory employees _____</p> <p>Others (please specify) _____</p>	
13(a)	Whether registered with Regional Provident Fund Commissioner or any other trust for regulating the Provident Fund for employees	YES/ NO	
(b)	PF Registration No. and Validity Date (upload a copy of relevant documents)		
14	ESIC Registration No. and Date (upload a copy of relevant documents)		
15	Whether the bidder adheres to the provisions of relevant rules and laws related to payment of minimum wages and social securities (Please note adherence to these orders/ Rules is mandatory)	YES/NO	
16	Labour Licence No. (upload copy)		
17	Private Security Agencies Regulation Act (PSARA) License No. (upload copy)		
18	Whether ISO 9001-2000 certified? If yes, attached a self-attested copy of the same.		
19	<p>(a) Do you have an Accounts Manager & a Payroll & Accounts Department?</p> <p>(b) Do you offer a dedicated Accounts Manager to the client?</p>	<p>YES/ NO</p> <p>YES/ NO</p>	
20	Whether you have any point of disagreement with the terms and conditions stipulated in the Tender Document? If yes, please specify and also indicate suggested solution. (if space is not sufficient, please attach separate sheet.)		
21	Undertaking submitted on a stamp paper of Rs.100/- (Rupees One Hundred Only) as per format prescribed.	YES/ NO	

DECLARATION:

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

Signature : _____

Name : _____

Designation : _____

Seal of the Company : _____

Place _____

Date: _____

PROFORMA FOR FURNISHING FINANCIAL BID

1. Name, Address and Telephone :
Number of the Organization
2. Name of the C. E. O./ Proprietor :
3. Rates offered : [To be specified in the BoQ_Manpower.xls file only].

S. No	Description (A)	Percentage (%) in figure (B) (excluding applicable taxes)
1.	Service charges inclusive of company's overheads, profits etc. to be charged (kindly quote in terms of percentage of employee's salary+ other statutory charges) excluding GST	<i>Financial bids as per BOQ (BOQ_Manpower.xls) file to be uploaded in eProcure portal only</i>

DECLARATION:

1. We understand that:
 - (i) The rates are to be quoted excluding applicable taxes.
 - (ii) The payment to the employees will be made as per rates prescribed by Govt. of NCT of Delhi from time to time under Minimum Wage Act and applicable statutory payments on account of Provident fund, Gratuity, ESI, Leave salary and Bonus.
 - (iii) NIELIT reserves the right to cancel this Tender in case no satisfactory bid is received. In that case, it can re-tender the requirement.
 - (iv) NIELIT can accept or reject any offer without assigning any reason whatsoever.
 - (v) The vendor awarded the contract shall not be allowed to withdraw or transfer the contract in the name of some other company or its principal. In case, it withdraws its offer, the E.M.D. will stand forfeited.
2. It is certified that the information furnished above is correct.
3. We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. A copy of the Tender Document with its each page signed, in token of acceptance of the terms and conditions, is enclosed.
4. It is confirmed that the signatory to this document is authorized to sign the contracts on behalf of the applicant organization and the commitments made herein are binding on them.

Signature : _____
Name : _____
Designation : _____
Seal of the Company : _____
Place _____
Date: _____

[Name of the Department]

CHECK-LIST FOR PRE-QUALIFICATION BID FOR PROVIDING PLACEMENT SERVICES IN THE OFFICE OF NIELIT

Sl. No.	Documents asked for	Page number at which document is placed
1.	Bid Security (EMD) of Rs.12,00,000/- (Rupees Twelve Lakhs only) Bank of India SB A/C. No. 604820100000012 IFSC Code-BKID0006048 (The support document shall be attached with online tender document)	
2.	One self-attested recent passport size photograph of the authorized person of the firm/ agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name, designation, address and office telephone numbers of Directors/ Partners also.	
3.	Undertaking on a Stamp Paper of Rs.100/- (Rupees One Hundred Only) the same uploaded on e tender portal as per format prescribed in Annexure IV)	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self-attested copy of valid Registration No. of the firm/ agency.	
6.	Self-attested copy of the Service Tax Registration No.	
7.	Self-attested copy of valid Provident Fund Registration No.	
8.	Self-attested copy of the valid ESI Registration No.	

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

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

UNDERTAKING

To

(Designation and Name of the concerned Department)

Name of the firm/ agency _____

Name of the tender _____ Due date: _____

Sir,

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

(Signature of the Bidder) _____

Name and address of the Bidder _____

Telephone No. _____

[Format for Pre-Bid queries]

Name of the Company/Firm:

Name of person(s) representing the company/Firm:

Name of Person	Designation	Email ID	Telephone

Company/Firm Contacts:

Contact Person (s)	Address for correspondence	Email ID	Telephone

Query/Clarification sought:

S. No.	RFP Page No.	RFP Point No.	Particulars	Query/Suggestion/Clarification

Queries must be strictly submitted only in the prescribed format. Queries not submitted in the prescribed format may be considered / responded at all by the tendering authority.

ANNEXURE - VI

DECLARATION NON BLACKLISTED / NON BANNED PARTY

WE CONFIRM THAT WE HAVE NEITHER BEEN BLACKLISTED NOR INDICTED FOR ANY CRIMINAL, FRAUDULENT OR ANTI COMPETITION ACTIVITY IN THE PAST BY ANY GOVERNMENT AGENCY / PSU OR AUTONOMOUS BODY.

SEAL

SIGNATURE & NAME OF THE TENDERER