

Ref. No.NIELIT-A/09/SS&HK/2016-01

Dated: 04.05.2017

**Tender Document for  
Selection of Agency  
for providing  
Manpower on Outsourcing basis  
at NIELIT Aurangabad**

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## TABLE OF CONTENTS

Part	Contents	Page No.
	Table of Contents	02-03
	Notice inviting tender for manpower services	04-06
I	Schedule of Events	07
II	Background and Scope of Work	08-09
III	General Conditions	10-23
	A Validity of contract	10
	B Eligibility Criteria	11-12
	C Providing Services/support	12
	D Payments	12-14
	E Penalty for Non-Performance and Non-payment	14
	F Timings & Holidays	14-15
	G Other General Terms and Conditions	15-19
	H Bid Validity	19
	I Procedure for submission of the bids	19-21
	J Rectification of Errors	21
	K Fraud and Corrupt Practices	21-22
	L Consortium	22
	M Subcontract	23
	N Reservation of Rights	23
	O Conflict of Interest	23
IV	Bid Evaluation Criteria and selection procedure	24-25

V	Certificate - Pro-forma for no near relative (s) of the contractor working in national institute of electronics and information technology	26
	Certificate regarding Blacklisting/Non-Blacklisting	27
	Certificate - Letter of Authorization	28
	Format for Power of Attorney	29
VI	List of Services required/scope of services	30-32
VII	Annexure - I Proforma for furnishing Technical Bid	33-35
	Annexure - II Undertaking on a stamp paper of Rs.100/-	36
	Annexure - III Letter of Undertaking	37
	Annexure - IV - Checklist of pre-qualification bid	38-39
VIII	Proforma for furnishing Financial Bid	40-43

**Notice Inviting Tender for  
Outsourcing of Manpower Services  
at NIELIT-Aurangabad**

Place for opening of the bid	National Institute of Electronics and Information Technology, CEDTI Complex, Dr. B.A.M. University Campus, Aurangabad, Maharashtra-431004
Last Date & time of Submission of Bid	29.05.2017 at 15:00 Hrs.
Date & Time of Opening of Technical Bid	30.05.2017 at 15:30 Hrs.

**IMPORTANT NOTE**

- 1) The Tender document has to be downloaded from web site ([www.nielit.gov.in](http://www.nielit.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in)) and be submitted online through CPP Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) along with the scans of tender document fee of **Rs. 1000/- (Rupees One thousand only) (non-refundable)** and EMD of **Rs 3,50,000/- (Rupees Three Lakh and Fifty Thousand only)** in the form of Account Payee Demand Draft in favour of "National Institute of Electronics and Information Technology, NIELIT" payable at "Aurangabad (Maharashtra)".
- 2) Apart from submission of bid through CPP Portal, the original hard copy of Technical Bid along with original Account Payee Demand Drafts for Tender Document Fees and EMD as above should reach at the following address on or before the date and time of the bid closing:  
**The Executive Director  
National Institute of Electronics and Information Technology (NIELIT),  
CEDTI complex, Dr. B.A.M. University Campus,  
Aurangabad, Maharashtra-431004**
- 3) Aspiring bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost.
- 4) Bidders are also advised to go through instructions provided at **Part -III- General Conditions**, especially **Point K - PROCEDURE FOR SUBMISSION OF THE BIDS** of General Conditions.
- 5) Bidders can access tender documents on the website, fill them with all relevant information and submit the completed documents into electronic bids on the website <https://eprocure.gov.in/eprocure/app/>.

- 6) Bid and supporting documents must be uploaded through e-procurement. Hard copy of the Tender Documents will not be accepted if not uploaded on e-procurement portal. This hard copy shall not entail the bidder to be eligible for consideration of bid unless and until the bid is complete in all respects is submitted through e-Procurement portal. Any variation in hard copy of technical bid from the uploaded technical bid shall make the bid liable to rejection.
- 7) No physical sale of Tender Document will be done and there is no exemption from payment of Tender Document Fee and EMD. The bids without tender document fee and EMD shall be summarily rejected. However, the bidders who are except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempt from **payment of EMD only**.
- 8) The Bidder shall bear all costs associated with the preparation and submission of its bid and NIELIT Aurangabad will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.
- 9) Interested bidders are advised to study the document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.
- 10) The Executive Director, NIELIT-Aurangabad reserves the right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the NIELIT-Aurangabad shall be final and binding.
- 11) If NIELIT-Aurangabad deems it appropriate to revise any part of this Tender Document or to issue additional data to clarify an interpretation of the provisions of this Tender Document, it may issue supplements to this Tender Document. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, official communication over email/ post, etc. will be communicated to all the bidders by putting up on NIELIT-Aurangabad Website (<http://www.nielit.gov.in>) and/or [www.eprocure.gov.in](http://www.eprocure.gov.in). Any such supplement shall be deemed to be incorporated by this reference into this Tender Document.
- 12) Divide the Scope: NIELIT reserves the right to divide the scope and may choose multiple/different bidders.
- 13) NIELIT-Aurangabad, at its sole discretion, may extend the deadline for the submission of bids, and the extended date will be displayed on the website <http://www.nielit.gov.in>, <http://www.meity.gov.in> & [www.eprocure.gov.in](http://www.eprocure.gov.in).
- 14) The contract can be terminated at any time without assigning any reason by giving a notice of two months by NIELIT, Aurangabad.
- 15) The Institute reserves the right to accept or reject any bid without assigning any reason whatsoever.
- 16) Incomplete bids are liable to be rejected.
- 17) Late bids shall not be accepted and no correspondence in this regard shall be entertained.
- 18) The decision of the Executive Director, NIELIT, Aurangabad 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.
- 19) Pre-Bid Meeting:
  - a. NIELIT will host a Pre-Bid Meeting of prospective bidders as per the schedule mentioned at page No.7. The representatives of the interested organizations may attend the pre -bid Meeting at their own cost. The purpose of the Meeting is to clarify any

doubts regarding the scope of work. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender document. A maximum of two representatives of each Bidder shall be allowed to participate in the conference. The venue for the Pre bid Meeting is mentioned below:

National Institute of Electronics and Information Technology  
CEDTI Complex, Dr. B.A.M. University Campus  
Aurangabad, Maharashtra-431004

- b. Any change in Venue and Time for Pre-Bid Meeting will be displayed on NIELIT website <http://nielit.gov.in> and <https://eprocure.gov.in> at least one day before the schedule of Pre-Bid Meeting. Enquiries and clarification, if any, shall be addressed to:

Shri Ajaysimhan VK,  
Assistant Director (P&A)  
National Institute of Electronics and Information Technology  
CEDTI Complex, Dr. B.A.M. University Campus  
Aurangabad, Maharashtra-431004  
Phone. No: 9895566590  
Email: [ajaysimhan@nielit.gov.in](mailto:ajaysimhan@nielit.gov.in)

- c. All pre-bid queries that are received by email in prescribed format on or before the date mentioned in the schedule will be addressed by NIELIT in the Pre-bid Conference. NIELIT shall aggregate and respond to all such queries as per the schedule bidding. The response to clarifications will be issued as a Corrigendum to the original tender document.
- d. During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration. NIELIT shall endeavour to provide clarifications and such further information as it may, in its own sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding.
- e. In respect of clarification received, the following shall apply:
- i. NIELIT reserves the right not to consider any condition or query that, in the own sole discretion of NIELIT, is found unacceptable.
  - ii. If in NIELIT's opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by NIELIT and the accepted conditions will be on NIELIT <http://nielit.gov.in> and <https://eprocure.gov.in>

## Part - I

### **NOTICE INVITING TENDER FOR MANPOWER SERVICES**

#### **Schedule of Events**

Tender No.	NIELIT-A/09/SS&HK/2016-01
Services to be offered	Outsourcing of manpower Services: (Sports Coach/Instructor (part-time), Gardening/Helper, House Keeping Personnel, Security Supervisor, Security Guard)
Details of Contact Person for clarifications/queries	Assistant Director (P&A), National Institute of Electronics and Information Technology, Dr. BAM University Campus, Aurangabad - 431 004
Cost of Tender Document (non-refundable)	Rs.1000/-
Estimated cost of contract/ work	Rs.70 Lakhs
Earnest Money Deposit (EMD)	Rs.3.50 Lakhs
Publishing Date	04.05.2017
Website for downloading Tender Document, Corrigendum's, Addendums Etc.	<a href="http://www.nielit.gov.in">http://www.nielit.gov.in</a> , <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> , <a href="http://miety.gov.in">http://miety.gov.in</a>
Pre-Bid Meeting	24.05.2017
Bid Submission Start Date	05.05.2017
Bid Submission Closing Date & Time	29.05.2017 at 15:00 Hrs.
Technical Bid Opening Date & Time	30.05.2017 at 15:30 Hrs.
Address for Submission of Hard copy of Technical Bid (including Tender Document Fees & EMD) on or before the closing date and time of bid submission	The Executive Director NIELIT Aurangabad Dr. B.A.M. University Campus Aurangabad : 431 004
Venue for Technical Bid opening	NIELIT Aurangabad Office
Date, Time and Venue of opening of Financial bids	Will be intimated later to the technically qualified bidders
Tender Document and Financial Bid Validity	Bids shall be valid for acceptance for a period of at least 180 (One Hundred and Eighty) days from the last date of submission of bid. The Bid with lesser validity period is liable to be rejected.

#### **Disclaimer**

This tender is not an offer by NIELIT-Aurangabad, but an invitation to receive offer from **Eligible Bidders**. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officer of NIELIT-Aurangabad with the vendor.

**Executive Director  
NIELIT-Aurangabad**

## Part - II

### Background and Scope of Work

#### **A. Background**

NIELIT Aurangabad Centre (erstwhile CEDTI) established in the year 1986 is one of the prominent Centres among 36 Centres of National Institute of Electronics and Information Technology (NIELIT), a capacity building arm of Ministry of Electronics and Information Technology, Government of India. Located inside Dr. Babasaheb Ambedkar Marathwada University Campus, Aurangabad; the Campus spreads over more than 18 acres, with about 14 well equipped laboratories and Mechanical workshop; besides a rich Library, Gymnasium for students, Auditorium, Canteen, Basketball ground, Volley ball ground, Kho Kho ground, etc.

The prime role of the Centre is to train manpower in Electronics Design & Technology, IT, Electronics Product Design & Development, Manufacturing (Electronics & Mechanical) Technology, Applied research and Consultancy in the field of Information, Electronics and Communication Technology (IECT).

The Centre is functioning with the following **Objectives**:

- To bring an innovative, entrepreneurial spirit along with excellence in teaching, learning and research to develop leaders in IT and Electronics.
- To generate and keep update Industry-ready quality professionals with knowledge-based skill set in IECT and allied fields through formal and informal education system.
- To establish a Quality system of examination and certification that is globally recognized and provides a fair assessment of the competency of students
- To maintain close links with Industries, R&D and Academic Institutions to promote electronics, IT and industrial design culture
- To develop entrepreneurs, experts and designers, carry out R&D and provide Industrial Consultancy in IECT
- To offer e-Training in Electronics, Information Technology and Industrial Design methodology and production technique

**NIELIT Aurangabad Centre offers varied range of courses in Formal and non-Formal Sector in the areas of IECT. The most sought after Formal Sector Courses that the Centre offers** includes AICTE approved B.Tech (Electronics System Engineering), M.Tech (Electronics Design and Technology) Courses. The Centre is also a Research Centre of the Dr. Babasaheb Ambedkar Marathwada University, Aurangabad for conducting **research leading to award of Ph.D. Degree** in Engineering and Technology. Besides, it also conducts a Diploma program in Electronics Production and Maintenance. The **Courses in non-Formal Sector** include O/A/B/C level in IT, O/A level in Hardware and Digital Literacy programmes.



## **B. Scope of Work**

- i. The National Institute of Electronics and Information Technology, Aurangabad requires the services of reputed, well established and financially sound Professional Staffing and Manpower Sourcing Organizations to provide professional support services in different capacities as specified in **PART VI of the Tender Document** including personnel to function as Security Guards etc., to cater to the administrative needs and security requirement and technical requirements of NIELIT Aurangabad on need-based basis.
- ii. The educational qualification, proficiency, experience, consolidated salary and other allowances to be paid, if any, shall be intimated by NIELIT Aurangabad while requesting for deployment and keeping in view the provisions of Minimum Wage Act.
- iii. On receipt of the request, the selected Bidder will be required to empanel sufficient number of personnel for each post.
- iv. Presently, the requirement of persons is more than 20 at different levels and their educational qualification, proficiency and experience, etc. shall be as per the requirement schedule given in Part VI.

## **Part -III**

### **General Conditions**

#### **A. VALIDITY OF THE CONTRACT**

NIELIT Aurangabad would be selecting bidders for providing the services. (For different categories of contract staff). Contract, once awarded, shall remain valid for a period of two years. The contract can be extended further with mutual consent. However, the contract can be terminated by NIELIT, Aurangabad at any time without assigning any reason by giving a notice of two months.

#### **B. ELIGIBILITY CRITERIA**

- i. The bidder should have been in the business of providing services of deployment of personnel to carry out administrative, security and housekeeping related functions for more than 5 years as on 31<sup>st</sup> December 2016 (Proof for commencement of Business should be furnished). Also the bidder should have a labour license and a copy of the same should be submitted with the technical bid.
- ii. The average annual turnover of the Bidder for the past 3 years immediately preceding the current financial year (viz. 2013-14, 2014-15 and 2015-16) should not be less than Rs.100 lakhs and should not be in deficit mode during these years. Copies of the Profit & Loss Account/ Income Expenditure Statement along with balanced sheet duly audited by CA in support of the Bidder's turnover as well as the profits/ loss must be submitted with the Technical Bid.
- iii. During the past two years (i.e. 2014-15 and 2015-16), the bidder should have satisfactorily completed the similar contracts with Government, Autonomous bodies of Central/ State Govt., PSUs or organizations of repute for any of the following:-
  - a) A single contract for an annual value of at least Rs.100 lakhs; or
  - b) Two contracts for annual value of Rs.60 lakhs each; or
  - c) Three contracts for annual value of Rs.50 lakhs each.
- iv. Certificates of satisfactory completion of the contract(s), which satisfy condition [iii] should be submitted duly certified by the client(s).
- v. The bidder should be registered with ESIC (Certified copy to be attached)
- vi. The bidder should have registration with Employees Provident Fund Office or any corresponding Provident Fund authority to process EPF in respect of its employees (Certified copy should be attached)
- vii. The bidder should be registered under Service Tax Registration for providing services concerning sourcing of manpower (Certified copy to be attached).
- viii. The bidder should have a PAN Card and a copy of the same should be submitted with Technical Bid.
- ix. An undertaking (self certificate) that the bidder is not & has not been blacklisted by any Central/ State Government organizations during the last five years (2011-12, 2012-13, 2013-14, 2014-15 and 2015-16).
- x. Account Payee Demand Drafts for Tender Document Fees and EMD must be attached with the offer, separately.

**xi. Performance Security Deposit/Refund of EMD**

- a) The successful Supplier/ Bidder shall, within fifteen (15) days of award of contract, provide a Performance Security deposit. Performance Security Deposit would be for an amount of **10% (ten percent) of the value of the awarded contract**. Performance Security shall be furnished in the form of Account Payee Demand Draft in favour of "**National Institute of Electronics and Information Technology, NIELIT**" payable at "**Aurangabad (Maharashtra)**"..
- b) EMD shall be refunded to the selected bidder only after signing of the contract and receipt of Performance Security Deposit.
- c) EMD will be returned to unsuccessful bidders without interest within 30 days after award of contract or setting aside the tender, as the case may be.
- d) The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier's/ Bidder's failure to comply with its obligations under the Contract.
- e) The Performance Security deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligations.

**xii. Forfeiture of EMD:**

The EMD will be forfeited:

- a) If the bidder withdraws the bid after quoting and submission / acceptance;
- b) If the bidder withdraws the bid , or unilaterally amends, impairs or rescinds the offer before the expiry of the validity period of the bid or within the time frame of extension given by NIELIT-Aurangabad in special case communicated before the expiry of the bid;
- c) If the bidder fails to comply with any of the provisions of the terms and conditions of the bid specification;
- d) If the successful bidder fails to furnish the Performance Security in the form of Demand Draft within the prescribed time;
- e) If the bidder submits the offer with forged documents or alters the Tender terms and conditions or language/wordings in any manner.

**xiii. Forfeiture of PSD:**

Performance Security Deposit shall be forfeited/invoked in the following cases: -

- a) When any term and condition of the contract is breached.
- b) When the Contractor/ Bidder fails to provide deliverables after partially executing the work order or contractor fails to fulfil its obligations under the contract.

- xiv. No interest will be paid by NIELIT-Aurangabad on the amount of EMD and Performance Security Deposit.
- xv. Forfeiture of Earnest Money Deposit / Performance Security Deposit shall be without prejudice to any other right of NIELIT-Aurangabad to claim any damages as admissible under the law as well as to take such action against the Contractor/ Bidder such as severing future business relation or black listing, etc., as may be deemed fit.
- xvi. The bidder should submit its Bids in two parts in the prescribed proforma enclosed (**Proforma for Furnishing Technical Bid in Part VII** and **Proforma for Furnishing Financial Bid in Part VIII**).
- xvii. As per GFR 2017, **Rule 173 (i) (h)** if a bidder quotes 'NIL' charges / consideration, the bid shall be treated as unresponsive and will not be considered.

- xviii. Each page of the documents submitted with the bids including the bidding proforma must be signed by the Authorized Signatory and a stamp is affixed in token of authentication/ correctness of the documents.

**C PROVIDING SERVICES/ SUPPORT**

- i. More than one bidder may be empanelled for providing manpower services. Incase more than one bidder is empanelled the other bidders have to meet the L1 price for Service Charges.
- ii. The Bidder will deploy the requisite manpower within 10 working days of placing the work order by NIELIT, Aurangabad. **Beyond this period, a penalty of Rs 200/- per day per person** will be levied for a period of 10 days and after that the work order will be cancelled and manpower will be obtained from the alternate sources. The work order cancellation charges will be applicable in addition to the above penalty.
- iii. As and when an employee is absent, replacement should be made available by bidder under intimation to NIELIT, Aurangabad. Otherwise, **penalty as point number (ii) above** will be levied.
- iv. For the resources deployed, the Bidder will keep with them their Police Verification completed and furnish the original Police Verification to NIELIT, Aurangabad while keeping a copy with themselves. The Bidder 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, Aurangabad as and when required.
- v. The Selected Bidder 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, Aurangabad. The manpower deployed will be issued ID Cards by the Bidder, 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 Selected Bidder will report to NIELIT, Aurangabad, who will assign them specific tasks as per requirement.

**D PAYMENTS:**

- i. Payments shall be released on a monthly basis against the pre-receipted bills received from the Selected Bidder after ascertaining that the quality of the services rendered by the Bidder 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, Aurangabad. Social Securities and any other amount has to be paid by the Selected Bidder to the employees, thus, the Bidder should quote for their Service Charges incorporating all such components. Payment to the personnel deployed by the Bidder should be done on or before the 7<sup>th</sup> of the

following month and the payment to personnel is not connected with payment from the Centre for the services rendered by the Selected bidder.

- iii. The Selected Bidder shall submit the Attendance Sheet, Payment Receipt, EPF Deposit Challan, ECR for EPF deposits, ESI Deposit Challans along with ECR for ESI deposits, of the personnel deployed along with bill for every month, failing which payment cannot be made by NIELIT, Aurangabad.
- iv. The Selected Bidder shall make payment of Salary to the employees deployed in NIELIT, Aurangabad through account payee Cheque/Bank Transfer by 7<sup>th</sup> of the following month, proof of the same should be submitted to NIELIT.
- v. The Bidder shall provide ESI cards to all the deployed personnel, wherever ESI is applicable.
- vi. The Bidder shall provide PF A/c No. to all the deployed personnel, wherever PF is applicable.
- vii. The Selected Bidder 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, Aurangabad or its clients or any other authority at NIELIT, Aurangabad's advice.
- viii. No increase in the rates during the contract period shall be entertained for whatsoever reasons except that in case of increase in minimum wages by Government of India as applicable to Aurangabad region, the manpower rates will be revised proportionately.
- ix. The Selected Bidder has to ensure and furnish a Certificate along with the monthly bill that payments to the personnel deployed at the request of NIELIT, Aurangabad have been made in strict compliance of the provisions of the Minimum Wages 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 performance security deposit forfeited, but also any other action, as deemed fit by NIELIT, Aurangabad shall be taken. The contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer's Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep the NIELIT, Aurangabad indemnified from all acts of omission, fault, breaches and /or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these NIELIT, Aurangabad shall be entitled to recover any of the such losses of expenses

which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.

- x. The Selected Bidder shall furnish a comprehensive list of all employees deployed by it at NIELIT, Aurangabad 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 Bidders, such details in respect of the said personnel shall be furnished within a month from the date of his/ her deployment.
- xi. Final bill shall be paid after 30 days from the completion/ termination of the contract.

#### **E PENALTY for NON- PERFORMANCE AND NON-PAYMENT**

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

#### **F TIMINGS & HOLIDAYS**

General timings & Holidays for the personnel engaged will as follows. However, for personnel on Security Services, House Keeping Services and Sports coach timings will be given separately based on the requirement.

- i. The employees of the Bidder deployed at the premises of NIELIT, Aurangabad shall report for duty at 9:00 AM and shall remain on duty till 5:30 PM on all working days or as per the works schedule given to them. The employees shall be eligible for a lunch break of 1/2 an hour between



from 1.00 PM and 1.30 PM. NIELIT, Aurangabad shall, however, have the right to detain all or some of the employees of the Bidder, beyond the above hours, on need basis.

- ii. Service timings of Security Services, House Keeping Services, and Sports coach will be chalked out based on need at the Centre.

## **G     OTHER GENERAL TERMS AND CONDITIONS**

- i. Any overwriting/ fluiding/ corrections in the offer submitted by the Bidder should be authenticated by the signatures of the authority signing the bid. Failure on this account may lead to cancellation of the bid.
- ii. If any column in the Proforma at **PART VII and PART VIII** submitted to NIELIT, Aurangabad remains blank or filled with inappropriate/ incomplete information, the bid would be treated as incomplete and hence, rejected.
- iii. A copy of this document with each page signed (by the signatory signing the bid) in token of acceptance of the terms and conditions stipulated herein must be submitted with the Technical Bid. The Technical Bids not accompanied by a duly signed copy of this document shall be treated as incomplete and shall be rejected.
- iv. Arbitration: In the event of any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred (as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof) to the sole arbitrator to be appointed by the Director General, National Institute of Electronics and Information Technology. The award of the arbitrator shall be final and binding on both the parties. The Aurangabad courts shall have jurisdiction for any disputes and the venue for arbitration shall be Aurangabad. Fee payable to the Arbitrator has to be shared equally by the parties.
- v. The persons deployed by the Bidder would not have any claim for employment or payment of wages or any other claim whatsoever against NIELIT, Aurangabad. The persons hired/ engaged from Bidder would not have any claim for compensation or any damage against NIELIT in any event whatsoever. Empanelled Bidders would be responsible or answerable for any such claim.
- vi. The Selected Bidder shall be responsible for suitability, medical fitness and police verification of the character and antecedents of the manpower sponsored by it for deployment in NIELIT, Aurangabad.

- vii. The manpower deployed shall remain under the control and supervision of the Selected Bidder and the Selected Bidder shall be liable for payment of their wages and all other dues payable under various labour regulations and other statutory provisions.
- viii. The deduction of income tax from the bills of the Selected Bidder will be made at source as per the provisions of the Income Tax Act 1962 and that the Service Tax will be paid to the Bidder on total monthly bill amount as per provisions of the Service Tax Act, wherever applicable.
- ix. In case any of the person(s) deployed by the Selected Bidder 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 Selected Bidders on the order of NIELIT, Aurangabad shall immediately withdraw such person[s] from the premises of NIELIT, Aurangabad and provide a suitable substitute.
- x. The manpower supplied by the Selected Bidders may be rotated as per the instructions of NIELIT, Aurangabad from time to time during the currency of the contract.
- xi. The Contract shall be governed by jurisdiction of Aurangabad Courts. The terms of this document shall be interpreted as per Indian Laws.
- xii. Any losses or damages to the properties of NIELIT, Aurangabad or its Customers/ Clients caused due to negligence or malpractice indulged by the personnel deployed by the Selected Bidder will be recovered from the Bidder and Bidder will bear all such costs.
- xiii. Bidder to whom the contract is awarded will not charge any amount from the persons deployed on request of NIELIT, Aurangabad. In case any such incident(s) comes to the notice of NIELIT, Aurangabad, the contract awarded to the Selected Bidder shall be cancelled and Performance Security forfeited.
- xiv. The Bidder selected will be required to execute an Agreement with NIELIT within 15 days of communication from NIELIT, Aurangabad about its selection for the purpose and the tax liability on this account shall be borne by the bidder concerned.
- xv. The Bidder must have an office in Aurangabad and in case it does not have any office in Aurangabad it should open an office in Aurangabad within 15 days of communication of its selection by NIELIT, Aurangabad.
- xvi. The Bidder shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. NIELIT, Aurangabad shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.



- xvii. NIELIT, Aurangabad shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.
- xviii. Income Tax, EPF and ESI  
No Bidder, who does not hold a valid PAN from Income Tax department and who is not registered under EPF and miscellaneous provisions Act 1952 and who is not registered with ESIC, shall bid. The PAN, EPF and ESIC should be quoted in the tender document without which the tender is liable to rejection.
- xix. Contract Documents (Non – Disclosure Agreement)  
The Bidder shall not, without prior written consent from NIELIT-Aurangabad, disclose the Contract or any provision thereof, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Bidder shall not, without prior written consent of NIELIT-Aurangabad, make use of any document or information made available for the project, except for purposes of performing the Contract. All project related documents issued by NIELIT-Aurangabad, other than the Contract itself, shall remain the property of NIELIT-Aurangabad and shall be returned (in all copies) to NIELIT-Aurangabad, on completion of the Bidder's performance under the Contract if so required by NIELIT-Aurangabad.
- xx. Interpretation
- a) If the context so requires it, singular means plural and vice versa.
  - b) Commercial Terms: The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.
  - c) Entire Agreement: The Contract constitutes the entire agreement between NIELIT-Aurangabad and the contractor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
  - d) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorized representatives of each party thereto.
  - e) No waiver: Subject to the conditions (f) and (g) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect,

or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- f) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- g) The contract shall be governed by the provisions of GFRs and instructions issued by various government organizations (e.g. but not limited to Ministry of Finance, CVC etc.) having jurisdiction to issue orders/instructions of procurement related matters. In case the provisions of Contract/Agreement/this Document is at variance with the Orders/Instructions issued by such government organizations, the Orders/Instructions will prevail.
- h) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- i) In case of any ambiguity in the interpretation of any of the clauses in the tender document, the interpretation of the clauses by Authorized Representative of NIELIT-Aurangabad shall be final and binding on all parties.

xxi. **Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/ Bidder and the NIELIT-Aurangabad, shall be written in English only or as specified in the special conditions of the contract.
- b) Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English language. Supporting material, which is not translated in English, will not be considered for evaluation.

xxii. **Notices**

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with signatures. Faxes/emails shall be followed by written signed letter.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

xxiii. **Applicable Law**

- a) The contract shall be interpreted in accordance with the laws of the Union of India and the Government of Maharashtra.

- c) Governing Law and Choice of Forum:
- i. The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Aurangabad (Maharashtra, India).
  - ii. Any suit/legal action filed by any third party on account of the manpower services provided by the contractor against any individual(s) related/pertaining to this project shall be settled by the contractor at its own cost. NIELIT-Aurangabad will NOT be a party to the same.

xxiv. **Deliverables**

The bidder shall be single point of contact with NIELIT-Aurangabad and shall be solely responsible for the delivery of manpower as per the requirement of NIELIT. The bidder whose tender is accepted shall arrange to supply the required manpower as per agreement/contract.

**H BID VALIDITY:**

**The bids submitted should be valid for at least 180 days. However, NIELIT, Aurangabad 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.**

**I PROCEDURE FOR SUBMISSION OF THE BIDS**

- i. The envelope should be marked '**Tender for Providing Manpower Services in the Office of NIELIT, Aurangabad**'. The Bid should be submitted in two parts i.e. Technical Bid as per the Proformae given in **PART VII** and Commercial Bid in the Proforma given in **PART VIII**. The two proformae, duly filled in, with all relevant documents attached, should be sealed in separate covers with each cover superscribed with the statement "**Technical Bid**" or "**Commercial Bid**", as the case may be. Both these covers should then be sealed in a bigger cover and submitted at NIELIT's Office, along with separate Demand Drafts for Tender Fee and EMD, on or before the prescribed cut-off date. The bigger envelope containing the envelopes of Technical and Commercial Bids superscribed with the statement "**Proposal for Providing Manpower Services**" and addressed to **The Executive Director, NIELIT, Dr.B.A.M. University Campus, Aurangabd - 431 004** must reach the addressee **on or before the closing time and date indicated on top of this document**. The tenderers are allowed to depute their representatives (one per Tenderer) for Technical Bid opening on the prescribed date and time.
- ii. All pages in Technical Bids must be numbered and on top of the Bid, an index giving page number of each document submitted must be indicated. The Bids without such an index are liable to be rejected.
- iii. The Commercial Bids should be submitted in Proforma given at **PART VIII** of this document. 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 securities shall also be paid by NIELIT, Aurangabad. Thus, the costs should 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. Commercial Bids of only those bidders shall be opened whose Technical Bids are qualified. The bids opened by the duly constituted Committee in this office on notified time, date and place in presence of Bidders' duly nominated representatives (one per bid), if deputed by them. Intimation for opening of Commercial Bids would be sent through e-mail or telephone only.
- v. **No price** should be mentioned in Technical Bid otherwise the bid is liable to be rejected.
- vi. **Documents to be enclosed with the Technical and Financial Bid:** The documents shall be as per the below mentioned checklist in two bid format:
  - a) **Technical Bid** should be uploaded containing the following:
    - 1) Tender documents duly completed, digitally signed but without indicating the price. Scanned copies of Account Payee Demand Drafts of **Tender Document Fee** (Rs.1000/-) and **Earnest Money Deposit** (Rs.3,50,000/-).
    - 2) Supporting documents in respect of Eligibility Criteria as per Part III-B
    - 3) Undertaking on a stamp paper of Rs.100/-] - Annexure -II
    - 4) Letter of Undertaking as per Annexure-III.
    - 5) Part V of Tender Document - (1) Certificate - proforma for no near relative (s) of the Bidder working in National Institute of Electronics and Information Technology (2) Certificate of Self-Declaration – non-blacklisting and (3) Representative Authorization Letter proforma and (4) Format Power of Attorney.
      - (4) as per Annexure-6 with power of attorney as per, Proforma for no near relative (s) of the contractor working in national institute of electronics and information technology) as per Part V of Tender Document
    - 6) Details and proof regarding past performance of the similar work/services & list of clients of similar works executed as per Annexure - V

**b) Financial bid should be uploaded in BoQ format only (hard copy of financial bid not to be sent) containing the following:**

- 1. Declarations in prescribed format at Part VIII. It should be submitted on letter head of the bidder.
- 2. The bidder shall quote the prices/rates online as specified in the BoQ format given at Part VIII.

3. The bidders should quote their most competitive prices/rates.
4. All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the bid liable for rejection. Bidders should ensure that there are no alterations / corrections in the prices/rates submitted by them.
5. The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

## **J Rectification of Errors:**

Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are opened. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting are found the bid shall be rejected summarily. Arithmetic errors in bids will be considered as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in the words will be considered.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the evaluation, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern or whichever is logically correct.
- (c) If the bidder does not accept the correction of errors, its bid will be rejected.
- (d) Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.

## **K Fraud and Corrupt Practices**

- a. The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, NIELIT, Aurangabad may reject a tender without being liable in any manner whatsoever to the tenderer, if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- b. Without prejudice to the rights of the NIELIT, Aurangabad under Clause (a) hereinabove, if a tenderer is found by NIELIT, Aurangabad to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such tenderer shall not be eligible to participate in any tender floated by NIELIT, Aurangabad.
- c. For the purposes of this Clause-(a) above, the following terms shall have the meaning hereinafter respectively assigned to them:

- 1) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
- 2) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- 3) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
- 4) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 5) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### **L Consortium**

No consortium will be entertained by NIELIT-Aurangabad. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at its end which was formed either to gain entry into the agreement with NIELIT-Aurangabad or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

#### **M Subcontracts**

The Bidder shall not subcontract the awarded contract or part thereof.

#### **N Reservation of Rights**

NIELIT-Aurangabad reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on NIELIT-Aurangabad website <http://www.nielit.gov.in>, <http://www.meity.gov.in> and [www.eprocure.gov.in](http://www.eprocure.gov.in).
- c. Seek information from the bidders on any issue at any time.
- d. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited or distributed options to more than one bidder.



- e. Terminate or abandon the entire bidding process whether before or after the receipt of bids.
- f. Seek the advice of external consultants to assist NIELIT-Aurangabad in the evaluation or review of proposals.
- g. Make enquiries of any person, company or organization to ascertain information regarding the Bidders and its proposal.
- h. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal.

## **O Conflict of Interest**

NIELIT-Aurangabad considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under NIELIT-Aurangabad's Procurement Ethics.

In pursuance of NIELIT-Aurangabad's Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, NIELIT-Aurangabad will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified.

A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process, if including but not limited to:

- a) have controlling shareholders in common; or
- b) receive or have received any direct or indirect subsidy from any of them; or
- c) have the same legal representative for purposes of the Bid; or
- d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process; or
- e) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid.

## Part - IV

### Bid evaluation criteria and selection procedure

#### **BID EVALUATION CRITERIA**

- [i] In the first instance, the Technical Bids shall be opened by the authorized representatives of NIELIT, Aurangabad in the presence of representatives of bidders, if available.
- [ii] The date, time and venue for opening of the Technical Bids is given on cover page of this document;
- [iii] The bidders may depute their representative for the Technical Bid opening event.
- [iv] The Technical Bids will then be evaluated by NIELIT, Aurangabad, internally on the basis of following parameters and for each parameter marks shall be awarded as mentioned against each:-

Sl. No.	Particulars of Parameters		Marks
<b>1</b>	<b>Track Record (Total-10 Marks)</b>		
	(1)	First two endorsements/ certificates of satisfactory services rendered	06
	(2)	For every additional endorsement from existing client that is an autonomous Govt. educational body	02
	(3)	For every additional endorsement from an existing Central/ State Govt/ Autonomous Body	01
	(4)	Valid ISO 9001-2015 Certification	01
<b>2</b>	<b>Customer Responsiveness (Total-10 Marks)</b>		
		Has an Accounts Manager and a Payroll & Accounts Department	06
		Has a dedicated Accounts Manager	04
<b>3</b>	<b>Experience Relevance</b>		
	(1)	<b>No. of years of relevant experience (Total-10 Marks)</b>	
		(a) Experience up to 5 years old	06
		(b) For every additional year of experience (Subject to a maximum of 04 points)	01
	(2)	<b>Serving Govt. Educational Institutions (Total-10 Marks)</b>	
		(a) For every completed year, where period of less than 6 months to be ignored and period of more than 6 months to be rounded off to one year (subject to a maximum of 10 points)	02
	(3)	<b>Serving Central/ State Govt. Departments/ PSUs/ Autonomous Bodies etc. (Total-10 Marks)</b>	
		For every completed year, where period of less than 6 months to be ignored and period of more than 6 months to be rounded off to one year (subject to a maximum of 10 points)	01
	(4)	<b>Serving Private Educational Institution (Total-10 Marks)</b>	
		For every completed year, where period of less than 6 months to be ignored and period of more than 6 months to be rounded off to one year (subject to a maximum of 04 points)	01
	(5)	<b>No. of contractual employees (excluding unskilled</b>	



		<b>staff) being provided to existing clients, as on date (Total - 10 Marks)</b>	
		Above 1500	10
		From 701 to 1499	08
		Below 700	06
<b>4</b>		<b>Non-Blacklisting (10 Marks)</b>	10
<b>5</b>		<b>Institutional ranking - Total 10 Marks</b>	
		Registered Companies	10
		Others	05
<b>6</b>		Statutory Memberships (Total 10 Marks)	
		• Member of ESIC	02
		• Member of EPF	02
		• Holding Labor License	02
		• Holding Service Tax Registration	02
		• Holding PAN Card	02
		<b>Note: The bidder must obtain 10 out of 10 in this criterion</b>	

*Note:- Each bidder should obtain at least 70% marks over all to qualify the Technical Competitiveness Parameters.*

- [v] Once the Technical Bids are enlisted, the Commercial Bids of the bidders shall be opened. The date, time and venue for opening of Commercial Bids shall be communicated to the bidders through e-mail/ phone.
- [vi] If any bidder so desires, it may depute its representative for Commercial Bid opening event also.
- [vii] The L1 bidder will be arrived based on the Service Charges quoted by the bidders and based on the following criteria:-
  - [a] 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.
  - [b] If two parties are to be empanelled, the L2 bidder will be given an opportunity to agree to match the rates with L1 bidder and if it agrees, L2 bidder shall also be empanelled along with L1 bidder on L1 rates. In case the L2 bidder does not agree to match the rates, the opportunity shall be given to L3 and so on and so forth till NIELIT, Aurangabad gets the two parties for empanelment or the list is exhausted.
- [viii] The decision of the Executive Director, NIELIT, Aurangabad shall be final and binding. However, the bidders are free to seek clarification on bidding conditions, bidding process and/or rejection of the Bid.

## Part - V

### CERTIFICATE

(PROFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION TECHNOLOGY)

(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I ..... S/o Sh.....

.....R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION TECHNOLOGY (NIELIT) as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, NIELIT, Aurangabad shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal

The near relative (s) means:

- a) **Members of a Hindu Undivided family;**
- b) **They are husband and wife.**
- c) **The one is related to the other in manner as father, mother, son(s) & son's wife (daughter- in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)**

**In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors . Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.**

Signature of the Tenderer with seal

## CERTIFICATE

### DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING

#### FROM TAKING PART IN GOVT. TENDER BY MeitY/NILEIT/GOVT. DEPT

(To be executed on Rs. 10/- stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor / Partner (s) / Director (s) of M/s ..... hereby declare that the firm/company namely M/s ..... has not been blacklisted or debarred in the past by **MeitY/NIELIT** or any other Government organization from taking part in Government tenders.

**Or**

I / We Proprietor / Partner (s) / Director (s) of M/s ..... hereby declare that the firm/company namely M/s ..... was blacklisted or debarred by **MeitY/NIELIT**, or any other Government Department from taking part in Government tenders for a period of ..... years w.e.f. .... The period is over on ..... and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o ED, NIELIT, Aurangabad and EMD/SD shall be forfeited. In addition to the above O/o ED, NIELIT, Aurangabad will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Capacity in which as signed: .....

Name & address of the firm: .....

.....

Seal of the firm should be  
affixed

Dated:

Signature of Bidder with seal.

**In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors**

## CERTIFICATE

### LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE

(Must be submitted to O/o ED, NIELIT, Aurangabad on or before date of bid opening)

Ref : \_\_\_\_\_

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

To

The Executive Director,  
National Institute of Electronics and Information Technology (NIELIT),  
CEDTI complex, Dr. B.A.M. University Campus, Aurangabad, Maharashtra- 431004

Dear Sir,

Ms. /Mr. \_\_\_\_\_ is hereby authorized to sign relevant documents on behalf of the agency for the tender for "Providing manpower services at NIELIT-Aurangabad". She/He is also authorized to attend meetings & submit technical & financial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory

Representative Signature

Company Seal

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorization as prescribed above is not received)

**Format Power of Attorney**  
(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_  
(name of the company/firm and address of the registered office) do hereby appoint and authorize Shri/Smt. \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal in response to the tender document by NIELIT-Aurangabad, including signing and submission of all the documents and providing information/responses to NIELIT Aurangabad in all the matters in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

For \_\_\_\_\_.

(Signature) \_\_\_\_\_

(Name Designation and Address) \_\_\_\_\_

\_\_\_\_\_

Accepted

Signature) \_\_\_\_\_

(Name & Designation) \_\_\_\_\_

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

Business Address: \_\_\_\_\_

>=<

## **Part - VI**

### **List of services required and scope of duties and current requirements:**

Sl. No.	Designation	Approximate Number	Educational Qualifications	Nature of Job (Indicative, not exhaustive)	Maximum Consolidated monthly remuneration
01	Security Supervisor	01	<ol style="list-style-type: none"> <li>1. The personnel should have passed XII or equivalent</li> <li>2. The personnel deployed for these services should be Ex-Servicemen below 55 years of age. Security Supervisor should be Ex-Servicemen.</li> <li>3. The personnel deployed should be able-bodied person.</li> <li>4. The personnel deployed should be able to control and lead the Security Guards. (Should be able to speak, read &amp; write Marathi, English and Hindi).</li> <li>5. The personnel deployed should be trained in security, first aid and fire-fighting services, and also such other security measures as are essential for the Institute.</li> </ol>	<ol style="list-style-type: none"> <li>1. Complete monitoring of all the security points of the Institute round-the-clock. There are three round-the-clock security points.</li> <li>2. Regulating, checking, reporting, recording entry &amp; exit and completely monitoring the incoming and outgoing materials.</li> <li>3. Regulating, checking, reporting, recording entry &amp; exit and completely monitoring the incoming and outgoing students, employees and visitors.</li> <li>4. Physical search of employees/students including their belongings when they go out.</li> <li>5. Patrolling through the length and breadth of the Campus at frequent intervals.</li> <li>6. Complete watch &amp; ward and security check functions in all respects.</li> <li>7. Monitoring and maintenance of records of entry and exit of vehicles.</li> </ol>	As per Notification with regard to Minimum Wages issued by Govt. of Maharashtra from time to time
02	Security Guard	10	<ol style="list-style-type: none"> <li>1. The personnel deployed for these services should be as far as possible Ex-Servicemen/Ex-Police Personnel, below 55 years of age.</li> <li>2. The personnel deployed should be able-bodied persons.</li> <li>3. The personnel deployed should be passed 10<sup>th</sup> Standard and should be able to speak, read &amp; write Marathi, English and Hindi).</li> <li>4. The personnel deployed should be trained in security, first-aid and fire-fighting services, and also such other security measures as are</li> </ol>	<ol style="list-style-type: none"> <li>8. Restricting entry of unauthorized persons into the premises, and keeping vigil against trespassing by strangers, vehicles/stray animals etc.</li> <li>9. Mobilizing Security Guards and personnel from other sources to extinguish fire when incidents of fire occur on the Campus, apart from seeking the services of Fire Service.</li> <li>10. Monitoring and maintenance of Gate Pass transactions.</li> <li>11. Complete surveillance and protection of all the properties, buildings, vehicles etc. belonging to the Institute, its employees and students, and other materials within the premises of the Institute.</li> <li>12. Complete surveillance and protection of the boundaries of</li> </ol>	As per Notification issued by Govt. of Maharashtra from time to time

			essential for the Institute.	<p>the campus.</p> <p>13. Keeping a round-the-clock vigil of the Institute and its land and properties.</p> <p>14. Monitoring and regulating the entry, stay and exit of students in the campus/hostels, including inmates of hostels, as per the directives issued from time to time.</p> <p>15. Any other contingency work.</p> <p>16. The service has to be rendered round the clock on all the days (7 days a week) as per directions of NILEIT under the supervision of the Security Supervisor.</p>	
03	Gardening-cum-Helper Services	08	<p>1. The personnel deployed for these services should be literate.</p> <p>2. The personnel deployed should be able-bodied persons, below 55 years of age.</p>	<p>1. Complete upkeep and improvement of all toilets with suitable disinfectant/cleaning agent and maintenance of hygienic atmosphere – at least three times a day.</p> <p>2. Complete upkeep and improvement of all metallic items fixed in the toilets such as Water Taps, Flush Valves etc. Complete upkeep and improvement of all basins, sinks and other toilet fixtures – daily.</p> <p>3. Complete upkeep and improvement of all EWC/IWC with suitable superior quality disinfectant/cleaning agent and to maintain them in sparkling condition – daily.</p> <p>4. Complete upkeep and improvement (sweeping and mopping) of glazed tiles and floor area as per international standards - daily.</p> <p>5. Complete upkeep and improvement of the floors with appropriate cleaning materials and to keep the floors ready for use at any point of time - daily.</p> <p>6. Cleaning of glass panes, removal of cobwebs and cleaning of ceilings, cleaning of blush herds – daily.</p> <p>7. Complete upkeep and improvement of the carpets at all times.</p>	As per Notification issued by Govt. of Maharashtra from time to time

				<p>8. Complete upkeep and improvement of all furniture such as tables, chairs, lab tables, dais, storwells, filing cabinets, book cases etc. and other office equipment, if any, in the office rooms, labs, class rooms, library, seminar hall, conference room, workshop, hostels and other places – daily.</p> <p>9. Complete upkeep and improvement of all doors, columns, window panes, fixed glasses, gates, grills, handrails of stairs, photos etc. in the premises – daily.</p> <p>10. Complete upkeep and improvement of entire pathways, gully trap, master trap etc. – daily.</p> <p>11. Complete upkeep and improvement of all the buildings, equipment, assets, trees, plants and all the items inside the campuses of the Institute (total area – about 19 acres consisting of office complex premises and hostels) in spic &amp; span condition all the time to international standards.</p> <p>12. Regular upkeep and improvement of Institute's name boards, sign boards, labels etc. – daily.</p> <p>13. Complete upkeep and improvement of plinth protection and rainwater drain around the entire buildings – daily.</p> <p>14. Cleaning and upkeep of all the roads in the campus – daily.</p> <p>15. Any other contingency work.</p> <p>16. All the equipment, appliances, consumables etc. required for the services under this contract would be provided by the Institute.</p> <p>17. The services are to be rendered between 8:30 AM and 5:30 PM on five days a week (Monday-Saturday). Timings will be decided by NIELIT.</p>	
05	Sports Coach/ Instructor (Part-time basis)	01	Post Graduate in Physical Education with minimum three years of experience in training	To train the students in various training equipment/sports/games etc.	As per Notification issued by Govt. of Maharashtra from time to time

Note: Requirements of manpower mentioned above are tentative and may vary depending up on the exigencies of work, functional requirements etc.



## **Part - VII**

### **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 Organisation		
2	(a) Date of commencement of Business (please furnish proof in support of your statement) (b) Labour License No. & Date (Attach copy)		
3	Status of the Organization (i.e. Whether Proprietorship/ Partnership/ Private Limited/ Public Limited Company/ Registered under Societies Registration Act. etc.)		
4	Registration No. of the Organization (Please attach Certificate of Registration/ Incorporation)		
5	Name of CEO/ Proprietor		
6	Name, designation and address including contact no. of the Contact Person		
7	Annual Turnover during the years 2013-14, 2014-15 and 2015-16 (attach copies of audited Profit Loss Account/ Income & Expenditure statements and Balance Sheet)	2013-14 _____ 2014-15 _____ 2015-16 _____	
8	(a) Sale Tax/ VAT No. (attach copy) (b) Service Tax No. (Attach copy of ST Regn)		
9	PAN No. (Attach copy)		
10	(a) Details of Contract(s) successfully completed which satisfies the provisions of Part II B 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 Aurangabad on the date of submission of bid (Please enclose a comprehensive list with address and telephone no. of Contact Person)		

Sl No	Subject	Details	Pg. No. of enclosures
(c)	Details of Central/ State Government Department/ Autonomous Body/ PSU served or being served by the bidder (attach copies of the orders)		
11	Details of EMD (DD enclosed) (DD should be drawn in favour of NIELIT, payable at Aurangabad)	DD No. _____ DD Date _____ DD Amt. Rs.3,50,000/- Drawn on _____	
12	(a) Manpower strength in own office (attach documentary proof in support)  (b) No. of employees being provided to existing clients excluding unskilled staff (attach copy of ECR of last month in support)	Managerial _____ Supervisory employees _____ Others (please specify) _____  _____	
13(a)	Whether registered with Regional Provident Fund Commissioner or any other trust for regulating the Provident Fund for employees	YES/ NO	
(b)	PF Registration No. and Date (enclose a copy of relevant documents)		
14(a)	Whether registered with ESIC	YES/ NO	
(b)	Registration No. and Date (enclose a copy of relevant documents)		
15	Whether the bidder adheres to the provisions of relevant rules and laws related to payment of minimum wages and social securities (Please note adherence to these orders/ Rules is mandatory)	YES/NO	
16	Labour Licence No. (Attach copy)		
17	Whether ISO 9001-2015 certified? If yes, attached a self-attested copy of the same.		
18	(a) Do you have an Accounts Manager & a Payroll & Accounts Department? (b) Do you offer a dedicated Accounts Manager to the client?	YES/ NO  YES/ NO	

19	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.)		
20	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, Aurangabad 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:** \_\_\_\_\_

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

**UNDERTAKING**

To

The Executive Director  
National Institute of Electronics and Information Technology  
CEDTI Complex, Dr. B.A.M. University Campus  
Aurangabad, Maharashtra-431004

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. \_\_\_\_\_

**Letter of undertaking**

(ON THE LETTER HEAD OF THE BIDDER)

To

**The Executive Director,  
National Institute of Electronics and Information Technology (NIELIT),  
CEDTI Complex, Dr. B.A.M.University Campus, Aurangabad,  
Maharashtra-431004**

**Sub: Tender Document for Selection of Agency for providing Manpower on Outsourcing basis at NIELIT Aurangabad**

Sir,

This bears reference to NIELIT-Aurangabad tender No.NIELIT-A/09/SS&HK/2016-01 dated 04.05.2017. We have critically examined the proposal and hereby, accept all the terms and conditions for submitting bid as mentioned in this tender Document. We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid and all declarations/undertakings are in the format prescribed.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any proposal you may receive.

The above document is executed on \_\_\_\_/\_\_\_\_/2017 at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Date:

Name of the Bidder:

Authorized Signatory:

Place:

Seal of the Organization:

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

Sl. No.	Document asked for	Page number at which document is placed
1.	Bid Security (EMD) of <b>Rs.3,50,000/- (Rupees three lakh fifty thousand only)</b> in the form of Account Payee Demand Draft issued by any scheduled commercial bank in favour of "National Institute of Electronics and Information Technology, NIELIT" payable at "Aurangabad (Maharashtra)".	
	Cost of Tender Document (non-refundable) Rs.1000/- <b>(Rupees one thousand only)</b> Account Payee Demand Draft issued by any scheduled commercial bank in favour of "National Institute of Electronics and Information Technology, NIELIT" payable at "Aurangabad (Maharashtra)".	
2.	One self-attested recent passport size photograph of the authorized person of the firm/ agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name, designation, address and office telephone numbers of Directors/ Partners also.	
3.	Undertaking on a Stamp Paper of Rs.100/- (Rupees One Hundred Only) as per format prescribed in Annexure II)	
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.	

Sl. No.	Document asked for	Page number at which document is placed
8.	Self-attested copy of the valid ESI Registration No.	
9.	Self-attested copy of the valid Sales Tax 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 any.	

**DETAILS OF SIMILAR WORKS EXECUTED**

Sl. No	Name of Work/ Project & Location	Owner of sponsoring organization	Cost of Work (in Lakhs)	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/Arbitration pending in progress with details, if any	Name, Designation and Address/telephone number of officer to whom reference may be made	Remarks

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



## **PART VIII**

### **PROFORMA FOR FURNISHING FINANCIAL BID**

Sl. No.	Service Outsourcing Category	Wages including Variable Dearness Allowance (VDA) and it should not be less than the amount decided by Chief Labour Commissioner (W)	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)	Service Tax, if any (Please specify)	Any other Taxes/ Levies (please specify)
01	Security Supervisor	Rs.	Rs.	Rs.	Rs.
		<i>Rupees in Words</i>	<i>Rupees in Words</i>	<i>Rupees in Words</i>	<i>Rupees in Words</i>
02	Security Guard	Rs.	Rs.	Rs.	Rs.
		<i>Rupees in Words</i>	<i>Rupees in Words</i>	<i>Rupees in Words</i>	<i>Rupees in Words</i>
03	House Keeping Personnel	Rs.	Rs.	Rs.	Rs.
		<i>Rupees in Words</i>	<i>Rupees in Words</i>	<i>Rupees in Words</i>	<i>Rupees in Words</i>
04	Gardening/Helper	Rs.	Rs.	Rs.	Rs.
		<i>Rupees in Words</i>	<i>Rupees in Words</i>	<i>Rupees in Words</i>	<i>Rupees in Words</i>
05	Sports Coach/Instructor.	Rs.	Rs.	Rs.	Rs.
		<i>Rupees in Words</i>	<i>Rupees in Words</i>	<i>Rupees in Words</i>	<i>Rupees in Words</i>

Note: Service Tax, wherever applicable may be shown.

**Note:**

The contractor needs to quote only the wages including the VDA rates and the Administration / Supervision charge for each man power to be claimed by contractor for providing services in various manpower service categories. The contractor will be required to pay at least minimum wages. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any) and service tax (wherever applicable) will be reimbursed as per actual along with the monthly bill on producing the original receipts.

**DECLARATION:**

1. We understand that:
  - (i) The rates are to be quoted against all columns. If no other tax/ levy is applicable, a NIL entry must be made against the relevant column.
  - (ii) The payment to the employees will be made as per rates prescribed by Govt. of India as applicable 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, Aurangabad 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, Aurangabad 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. Certified that I have carefully quoted the rates both in words and numerical/figures. In case of dispute, rates quoted in words shall be final.
5. Certified that I agree to all the terms and conditions of the tender document.

6. The rates quoted for Contractor Administration / Supervision Charges are escalation free and will remain fixed for the entire period of the contract.
7. 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:** \_\_\_\_\_