

**NOTICE INVITING TENDER
FOR
Empanelment/ Selection of an Agency for Providing Outsourced Manpower to
National Testing Agency (NTA)**

Bid No. - Refer GEM Bid Document

Dated: 21.10.2023.

File No. B-B2/5/2023-Proc - Comp No 4064

The National Testing Agency invites proposals for, “Empanelment/ Selection of an Agency for providing Outsourced Manpower to National Testing Agency (NTA).”

The RFP document can be downloaded from the website www.gem.gov.in from 20.10.2023. Response to this RFP shall be deemed to have been done after careful study and examination of this document with the full understanding of its implications.



NATIONAL TESTING AGENCY

Excellence in Assessment

NATIONAL TESTING AGENCY
(An autonomous organization under the Department of Higher Education,
Union Ministry of Education, Government of India)
First Floor, NSIC-MDBP Building
Okhla, Industrial Area, New Delhi-
110020



REQUEST FOR PROPOSAL

FOR

Empanelment/ Selection of an Agency for
Providing Outsourced Manpower to
National Testing Agency (NTA)

October 2023

Issued by:

NATIONAL TESTING AGENCY
(An Autonomous Organization under the Department of Higher Education,
Ministry of Education, Government of India)
First Floor, NSIC-MDBP Building,
Okhla Phase-III, New Delhi-110020

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DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the Bidders, (“**Bidder/s**”) verbally or in documentary form by the NATIONAL TESTING AGENCY (henceforth referred to as “**Department**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

All information contained in this Tender document provided/clarified is in good interest and faith. Though adequate care has been taken in the preparation of the Tender document. The interested agencies shall satisfy themselves that the document is complete in all respects.

The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required for formulation of proposals.

National Testing Agency (NTA) reserves the right to reject any or all of the proposals submitted in response to the Tender document at any stage without assigning any reasons whatsoever.

NTA also reserves the right to withhold or withdraw the process at any stage with intimation to all those who have submitted their proposals in response to the Tender. NTA reserves the right to change/ modify/ amend any or all of the provisions of the Tender document without assigning any reason. Any such change would be communicated to the bidders by posting it on the NTA website.

NTA, its employees and associates will have no liability under any law, for any loss which may arise from or be incurred or suffered on account of anything contained in the Tender or otherwise including the accuracy adequacy, correctness completeness or reliability of Tender and any assessment, assumption, statements, or information contained therein or deemed to form part of this Tender. The award of the assignment the information and any other information supplied by or on behalf of NTA or their employees and tender respondent or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of the Tender process is confidential to NTA and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

DEFINITIONS

#	Term	Definition
1.	Agreement/Contract	The Agreement entered between Department and the Selected Bidder (including all attachments, schedules, annexure there to and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto.
2.	Department	The use of term Department in the RFP means National Testing Agency for the purpose of this project.
3.	Bidder	The use of the term Bidder in the RFP means the Single Service Provider, who participates in the bidding process.
4.	Bid/Proposal	Offer by the Bidder to fulfil the requirement of the Client/Department under the RFP/Contract for an agreed price. It shall be a comprehensive technical and commercial response to the RFP.
5.	Breach	A breach by Bidder of any of its obligations under this RFP.
6.	Client / Department	Refers to the National Testing Agency (NTA)
7.	Confidential Information	All information including Departmental data (whether in written, oral, electronic or other Format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each department and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this RFP (including without limitation such information received during negotiations, location visits and meetings in connection with this RFP);
8.	Control	In relation to any business entity, the power of a person to secure a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or b)by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership
9.	Deliverables	Services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP includes all documents related to the process and operating manuals, service mechanisms, policies and guidelines (such as security related, data related), inter alia

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		payment and/or process related etc.,
10.	Intellectual Property Rights	Intellectual property rights include patents, copyright, industrial design rights, trademarks, plant, variety, rights, trade dress, geographical indications
11.	Parties	Department and Bidder for the purposes of this RFP and “Party” shall be interpreted accordingly.
12.	Performance Bank Guarantee	The Guarantee provided by the Bidder to the Department, which shall be equal to 5% of Total Project Cost and shall be in the form of a Bank Guarantee from any Nationalized Bank/Scheduled bank in the Performa given here-in-after in this document.
13.	Project Implementation	Project Implementation as per the testing standards and acceptance criteria prescribed by Department or its nominated agencies;
14.	Request for Proposal/RFP Document	Written solicitation that conveys to the Bidder, requirements for products/ services that the Department intends to buy and avail
15.	Service Level	The level of service and other performance criteria which will apply to the Services delivered by the bidder;
16.	Successful Bidder	The bidder who is qualified & successful in the bidding process and is given the award of Contract.

NOTICE INVITING TENDERS

Online bids are invited for selection of an agency for providing Outsourced Manpower to NTA.

Tender documents may be downloaded from GeM portal.

Disclaimer:

This Tender is not an offer by the National Testing Agency (NTA), but an invitation to receive offers from vendors. No contractual obligation whatsoever shall arise from the tender process until and unless a formal contract is signed and executed by a duly authorized officer of the National Testing Agency.

The Schedule for Tender shall be as follows: -

Important Details Schedule of Events, contact & communication details etc.

S. No	Particulars	Details
1.	Tender Form/bid issued by	National Testing Agency (NTA). Delhi
2.	Availability of Tender Form/bid	Tender documents may be downloaded from NTA website www.nta.ac.in(for reference only) and GeM Portal
3.	RFP No.	
4.	Brief Description of the RFP	Empanelment/ Selection of an Agency for providing Outsourced Manpower to NTA
5.	Submission of online tender as per schedule	URL: https://gem.gov.in
6.	Date of Pre-Bid meeting	
7.	Closing date & time for submission of e-Tender on GeM portal	
8.	Date and time of Opening of Eligibility and Technical Bid	
9.	Earnest Money Deposit (EMD) 2%	Rs1700000/- (Rupees Seventeen Lakh only) by Demand Draft/ Bank Guarantee in favour of "Director General , National Testing Agency." payable at New Delhi.
10.	Address for Communication and Submission of original Demand Drafts of EMD on or before closing of e- Tender	

Note:

1. The Technical Bid of the Bidder whose Demand Drafts of Processing Fee as well as EMD received in the office of National Testing Agency (NTA), and uploaded scanned copies of the same on the portal along with the Bid on or before date of online closing of Tender with NTA, would only be opened through GEM portal
2. All Bidders/ concerned are requested to please keep watching NTA website/ GEM Portal for any important information, updates and corrigendum, if any, to be published by NTA till the closing date of Technical bid.

1 Introduction

About the Department

The Ministry of Education (MoE), Government of India (GoI) has established the NATIONAL TESTING AGENCY (NTA) as an independent, autonomous, and self-sustained premier testing organization under the Societies Registration Act (1860) for conducting efficient, transparent, and international standardized tests in order to assess the competency of candidates for admission to premier higher education institutions with a mission to improve equity and quality in education by developing and administering research-based valid, reliable, efficient, transparent, fair and international level assessments.

The National Testing Agency (NTA) has been established as a premier, specialist, autonomous and self-sustained testing organization to conduct entrance examinations for admission/fellowship in higher educational institutions.

To assess the competence of candidates for admissions and recruitment has always been a challenge in terms of matching with research based international standards, efficiency, transparency and error free delivery. The National Testing Agency is entrusted to address all such issues using best in every field, from test preparation, to test delivery and to test marking.

2. Scope of Work

The agency shall provide appropriate (qualification, competence & experience) manpower for deployment in NTA office as per requirement. Deployment will be done as directed by NTA from time to time. The persons so deployed shall carry out their duties as per the direction of NTA.

The following terms & conditions shall be complied with.

- 2.1 The contracting agency shall ensure that the individual manpower under specified category deployed at NTA, conform to the technical specifications of age and educational qualifications prescribed by NTA.
- 2.2 The contracting agency shall provide bio-data of each person deployed as per format prescribed by NTA.
- 2.3 The contractor shall issue letter of employment to every deployed manpower and a copy of same shall be submitted to NTA.
- 2.4 Working hours and working days in a week and holidays will be as per the regulations of NTA.
- 2.5 The contracting agency shall furnish the following documents with respect to the manpower deployed at NTA:
 - 2.6 List of persons deployed.
 - 2.7 Biodata with antecedent details of the persons deployed.
 - 2.8 Proof of date of birth of the persons deployed.

- 2.9 Copy of Aadhar Card of the persons deployed.
- 2.10 Proof of residence of the persons deployed.
- 2.11 The contractor shall issue identity cards to the persons deployed by them.
- 2.12 In case any person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline, the contractor shall take appropriate disciplinary action against such person including removal from service.
- 2.13 The contractor shall replace immediately any of its personnel found unacceptable to NTA due to security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from NTA.
- 2.14 The contractor shall provide a substitute immediately in the event of any person leaving the job. The delay by the agency in providing a substitute will attract liquidated damages of @Rs.500/-per day.
- 2.15 For all intent and purpose the service providing agency shall be the “Employer” within the meaning of different labour legislations in respect of the manpower employed and deployed in this office. There shall not be any employee-employer relationship between the persons so engaged by the contractor and NTA.
- 2.16 The service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to the persons deployed. NTA shall in no way be responsible for settlement of such issues whatsoever.
- 2.17 NTA shall not be responsible for any claim by any person deployed by the service providing agency for any losses or injury in the course of performing their functions/duties.
- 2.18 The persons deployed by the service providing agency shall not have any claim or be entitled to any pay, perks and other facilities admissible to ad-hoc or regular employees of NTA during the period of this contract or thereafter.
- 2.19 In case of termination of this contract or its expiry, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption.
- 2.20 The contractor shall pay the minimum rates of wages as notified by the government from time to time applicable for unskilled/semi-skilled/skilled workers. Higher salaries may be given to the deserving candidates as to be intimated by NTA. Reimbursement for the differential pay shall be paid by

NTA.

- 2.21 The contractor shall be responsible for timely payment to the deployed manpower and to the statutory authorities and ensure compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. as fixed by NTA.
- 2.22 The contractor shall also be liable for depositing all taxes, levies, cess etc. on account of services rendered to NTA. If any new taxes are levied by the Government, it shall be reimbursed by NTA.
- 2.23 The contractor shall maintain all statutory registers under the applicable labour laws. The agency shall produce the same, on demand, to the concerned authority of NTA or any other authority under the law.
- 2.24 The Tax Deducted at Source (TDS) shall be as per the provisions of the Income Tax Act, and as amended from time to time a certificate to this effect shall be provided to the agency by NTA.
- 2.25 In case, the contractor fails to comply with any statutory/taxation liabilities under appropriate laws and as a result thereof NTA is put to any loss/obligation, NTA will be entitled to recover from the outstanding bills for such losses incurred.
- 2.26 The contractor shall keep NTA indemnified against any claims, by the deployed persons. The contractor shall execute an indemnity bond in favor of NTA, in this regard.
- 2.27 The contractor shall keep NTA, indemnified against claims, actions or proceedings brought or instituted against NTA by any of the contractor's employees or any other third party in connection with or relating to or arising out of the performance of the services under this contract.
- 2.28 The decision of NTA regarding performance of the contractor or any issue related to this contract, shall be final and binding on the contractor. However, any dispute arising out of this contract is subject to the jurisdiction of Delhi.

The present requirement and the minimum eligibility criteria for the personnel to be deployed will be as under: -

SR NO.	Description	Remuneration per Person per Month(Rs.)	Manpower Required	Qualification & Experience
1	TECHNICAL SUPPORT GROUP	As per NTA Scale	11	As per the requirement of NTA
2	OFFICE ASSISTANT	As per NTA Scale	39	As per the requirement of NTA

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3	MTS	As per NTA Scale	37	As per the requirement of NTA
4	Sr. Consultant	As per NTA Scale	3	As per the requirement of NTA
5	Consultants	As per NTA Scale	15	As per the requirement of NTA
6	Jr. Consultants	As per NTA Scale	5	As per the requirement of NTA
7	Sr. Advisor	As per NTA Scale	2	As per the requirement of NTA
8	Advisors (IT)	As per NTA Scale	1	As per the requirement of NTA
9	Sr. Data Analyst	As per NTA Scale		As per the requirement of NTA
10	Data Analyst	As per NTA Scale	2	As per the requirement of NTA
11	Sr. Assistant	As per NTA Scale	2	As per the requirement of NTA
12	Assistant	As per NTA Scale	3	As per the requirement of NTA

Note: -

- The number of personnel and their remuneration in each category shall be determined by NTA in accordance with the prescribed pay scale.
- Agency shall pay the wages as fixed by NTA as per Wage Calculation Sheet given below.
- Revision of wages shall be at the discretion of NTA.
- A bonus shall be paid once a year. The same shall be reimbursed to the agency upon submission of proof of payment.
- The number of staff positions may be increased or reduced as needed, and the scale of pay may be adjusted accordingly.
- Pay Scale:

The current pay scale is as follows:

Sr No.	Description	Pay Sale
1	Multitasking Staff (MTS)	
	Skilled	22000/- to 28000/-
	Semi-skilled	19000/- to 22000/-
	Unskilled	17234/- to 20000/-
2	Ministerial Staff	
	Skilled	22744/- to 30999/-
3	Technical Support Group (TSG) for Technical Staff / Jr. Consultant Administrative Staff	
	Highly skilled	45001/- to 58000/-
	Skilled	31000/- to 45000
4	Stenographer /PA	35,000/- to 60,000/-
5	Sr. Software Developer	81,000/- to 1,50,000/-
6	Software Developer	60,000/- to 80,000/-
7	SPS	60,000/- to 80,000/-

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8	Data Analyst	44000/- to 60000/-
9	Sr. Data Analyst	60,001/- to 95,000/-
10	Consultant	51,100/- to 1,00,000/-
11	Advisor	80001/- to 150000/-
12	Sr. Consultants	1,00,000/- to 1,20,000
13	Sr. Advisor	1,50,001/- to 2,25,000/-

3 Terms and Conditions:

- 3.1 The Department is inviting the bid with the provision of Additional other charges (Service Charge) with the **Floor Price of 3.85% as per GEM portal** so that the Service Providing Agency may not indulge in any misconduct or unethical demand from the outsourced employees. The bid with Additional other charges (Service Charge) below the **Floor Price of 3.85% as per GEM portal %** shall not be considered.
- 3.2 The agency will not charge the job seeker any amount in the name of registration/membership fees etc. If the Service Provider found engaging in any type of corrupt practice, then appropriate action will be taken against them.
- 3.3 The amount of Contract will be as indicated on GeM portal, which may vary on account of subsequent revision of minimum wages, number of manpower utilized by the Purchaser (1st Party) and the attendance of outsourced staff in a particular month etc.
- 3.4 The period of contract would be initially for a period of three years, which may be extended with the consent of both parties subject to the satisfactory performance of the services, the extent Government rules and regulations in this regard.
- 3.5 The bidder should have infrastructure/ office in Delhi for dealing with NTA.
- 3.6 The Purchaser (1st Party) reserves the right to increase or decrease the quantity to be ordered up-to 25 percent at the time of placement of contract as well as during the currency of the contract at the contracted rates. The Second party is bound to accept the orders accordingly.
- 3.7 The Service Provider (2nd Party) shall deposit Electronic Performance Bank Guarantee (ePBG)/Security Deposit @ 5% of the total yearly contracted value (To be renewed on yearly basis) for a period of 38 months, prior to commencement of the contract, in favor of Director General, National Testing Agency, NSIC-MDBP Building, Okhla Phase-III, New Delhi.
- 3.8 The agreement can be terminated by First party by giving one month's notice in advance. The second party may also terminate the agreement by

giving 3 month's notice. If the Service Provider fails to give 3 months' notice in writing for termination of the Agreement then the pending wages/any amount due to the Service Provider from the Department shall be forfeited by the Department.

- 3.9 On termination/ expiry of the agreement as mentioned above, the Service Provider will withdraw all its personnel and clear their account of the termination of employment or non-employment by the personnel of the Service Provider, it shall be the entire responsibility of the Service Provider to pay and settle the same.
- 3.10 The Second Party shall not engage the service of any subcontractor or transfer the contract to any other person.
- 3.11 The Second Party shall provide the workers possessing qualifications and skills as intimated in the notice inviting Bids for the purpose.
- 3.12 The Second Party shall ensure deployment of suitable and medically fit staff of proper background. Before deployment, the character and antecedents of each staff shall be verified by the 2nd Party after collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and investigation by the local police/District Authorities.
- 3.13 The services of the staff should be to the level of satisfaction of the First party. The Second party shall be solely responsible for the good conduct of the staff and the Second Party shall recall immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct.
- 3.14 The 2nd Party shall withdraw such employees who are not found suitable by the first party, for any reasons immediately on receipt of such a request and a substitute shall be provided forthwith by the 2nd party on the direction of the 1st Party.
- 3.15 In case a worker absents himself/herself from duties, proportionate payment shall be made, keeping in view the days for which the duties were performed. Besides, the Second party shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of overlapping period on the substitute shall be the responsibility of the Second party.
- 3.16 The Second Party shall ensure payment of minimum wages to the personnel of each category as per notifications issued by the Government of India / Government of NCT of Delhi from time to time in compliance with provisions of Minimum Wages Act and the Contract Labor (Regulation &

Abolition) Act, 1970.

- 3.17 To ensure compliance of Clause 15, the Contractor would intimate the Department the minimum wages made effective by the Government of India / Government of NCT of Delhi to the respective categories of unskilled workers, well in time.
- 3.18 The Payment of actual wages to each worker per month and a consolidated monthly payment inclusive of GST and all other statutory payment (including bonus) will be made subject to verification of attendance. The first party will intimate the second party the actual attendance of each employee during the preceding month by 5th day of the month.
- 3.19 The Second Party will pay the actual wages to the employees through NEFT/RTGS only by the 10th day of the following month. The Second Party will also ensure that the salary is sent to the employees in single installments only. The Second Party will not make unnecessary curtailment from the salary of the staff. The Salary should be proportionate to the attendance conveyed by the Department for a particular month.
- 3.20 A consolidated monthly payment consisting of the minimum wages paid to each employee depending on his/her attendance in the preceding month and the corresponding statutory payment and Goods and Services Tax will be paid by the First Party to the Second Party on submission of a bill indicating the actual payment made to each employee during the preceding month. The First party will make the payment to the second party only after having the recommendation of the officers, with whom such satisfactorily during the month. In the event of any procedural delay in payment by the first party of bills raised for the preceding month, the Second Party shall not withhold payment of remuneration to employees for the succeeding month.
- 3.21 The Second Party shall be responsible for deposit of payment of contribution made towards Provident Fund, Employees State Insurance, Service Tax, GST etc and bear all other similar financial and statutory liabilities as per provisions of EPF Act, ESIC Act, Minimum Wages Act, Contract Labour (Regulations & Abolition) Act, Bonus Act 1965 etc. in respect of all employees deployed by him with the first party and furnish copy of salary/wages register signed by all such employees indicating PF/ESI account numbers along with soft copy of ECR. The Second Party shall also be solely responsible for complying with all statutory requirements and obligations especially but not limited to those relating to employment of labour, service conditions of labour, payment of wages, payment of bonus as per above mentioned Acts and other Acts subject to the approval of Competent Authority in Department of Rural Development.

- 3.22 After the consolidated monthly payment to each employee and corresponding statutory payments, the Second party will raise the bill and submit to the First Party for payment. Payment to Second Party will be made by First Party within 10 days of raising the bill.
- 3.23 The normal working hours would be from 09.00 AM to 05:30 PM with lunch break of 30 minutes from 01.00 PM to 1.30 PM from Monday to Friday. However, in case of exigencies, they shall have to work beyond the specified working hours or on Saturdays, Sundays, and other Gazette Holidays, if called for by the reporting officers/ offices. The outsourced staff shall mark their attendance in the bio-metric system or as per the existing attendance system. There will be no provision for Compensatory Leave/ Overtime Allowance and any kind of Leave (except Maternity Leave, as applicable under Maternity Act' 1961 and other relevant Government orders issued time to time.
- 3.24 Copies of documents establishing compliance of the requisite statutory obligations with the concerned authorities shall be sent by the Second party to the First party within one month for the registration so done and the matching share in each case on the part of the Second party shall also be deposited and intimation shall be sent to the First party with copies of all detail.
- 3.25 The person deployed shall not claim any Master and servant relationship against the First Party. The person shall not claim and relationship against this posting. The Second party shall not claim any benefit/ compensation/absorption/ regularization of services with office under the provision of industrial Disputes Act, 1947 or contract Labour (Regulation & Abolition), Act, 1970. Undertaking from the person to this effect will be required to be obtained by the Second party for submission to this Department.
- 3.26 The First Party shall indemnify the Second Party and shall, at all times, keep the latter indemnified against all the liabilities, claims, losses, thefts or accident claims, damages arising out of the acts in respect of its employees and or any authorized person (s) on its behalf for execution this contract in the latter's premises.
- 3.27 The staff would have no claim for payment of conveyance allowance or any other allowance from the First party.
- 3.28 The Second Party shall be responsible for faithful compliance of the terms and conditions of this agreement. Failure of it will attract forfeiture of the performance security deposit (2% of the annual contract value) as well as

the termination of their contract and getting the work done through some outside Service Provider at their cost and risk, during the remaining period of contract.

- 3.29 In case of any dispute arising out of the terms and conditions of the agreement, the matter shall be referred to a mutually agreed upon arbitrator and decision of the arbitrator shall be binding on both the parties. Any dispute arising out of the contract will be settled within the jurisdiction of Delhi Courts.
- 3.30 Any other Terms & conditions will be as per General & Miscellaneous Terms and Conditions for Services as available on Gem Website.
- 3.31 Group Medi-claim Insurance (Family Floater) from any of the General Insurance Companies for annual cover of **Rs.5.00 lakh per annum** per contract labourer (including his family which, as per standard definition in the Medi-claim Policy shall consist of self, spouse and two dependent children), is to be obtained by the contractor; the premium thereon shall be reimbursed by NTA subject to proof of remittance/payment

4 Technical Bid Evaluation

- 4.1 The Bidder needs to achieve a minimum score of 60 out of 100 in this evaluation stage as per Bid Evaluation matrix to be qualified for Financial/ Price Bid opening.
- 4.2 The Bidder who achieves the required cut-off technical score as part of technical evaluation shall be qualified for Financial/Price Bid opening. The Financial/Price Bid would be evaluated online through GeM portal.

5 Selection of Service Provider

- 5.1 The Bidder who quoted lowest percentage of service charge and declared L1 Bidder on GeM portal would be awarded the contract
- 5.2 In case two or more bidders quoted the same percentage of service charge, then contract would be awarded to the Bidder who scored highest marks in the Technical Bid Evaluation.
- 5.3 In case further to point 2, two or more Bidders have equal score under Technical Bid Evaluation, then the contract would be awarded on the basis of Average Annual Turnover for the last three years

6 Payment Terms

The Bidder must accept the payment terms proposed by NTA. The Financial/ Price Bid uploaded by the Bidder must be in conformity with the payment terms proposed by NTA. Any deviation from the proposed payment terms would not be accepted. NTA shall have

the right to withhold or deduct (in event of breach of contract) any payment due to the selected Bidder, in case of delays or defaults on the part of the selected Bidder. Such withholding of payment shall not amount to a default on the part of NTA.

The payment will be released as follows:

- 6.1 The successful bidder shall submit the monthly bills in triplicate along with the duly verified attendance sheet in respect of the persons deployed by 10th of succeeding month for reimbursement of already paid salary of the deployed persons along with the following certificates:
- 6.2 Acknowledgement of receipt of wages by personnel deployed duly indicating the earnings, deductions towards PF and ESI.
- 6.3 Copies of deposit of PF, ESI, Taxes and applicable from time to time. NTA may ask for producing the originals of any documents for verification.
- 6.4 The TDS shall be deducted as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided by NTA to the agency.
- 6.5 First payment shall be released after furnishing Performance Bank Guarantee.
- 6.6 Monthly payment to manpower engaged is to be made by Service Provider on or before 7th of every succeeding calendar month (based on attendance of previous month to their individual bank accounts, purely by NEFT/RTGS/Electronic mode of fund transfer.
- 6.7 The proof of challan/ receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bills will not be processed.
- 6.8 Proof of Taxes as applicable from time to time deposited with the concerned Government agencies shall be submitted with the bill.
- 6.9 In case NTA receives any complaint(s) regarding non-payment of salaries to the personnel deployed with it, the amount to the employee will be recovered from the bills of agency and paid to such personnel.
- 6.10 There shall be no escalation in the Percentage of Service Charge once it is fixed and agreed to by NTA and the selected Bidder. Payment will be released by NTA as per above payment terms on submission of relevant documents.
- 6.11 NTA will pay within a period of **10 days** from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 5 days from the date of receipt

of the invoice. After the dispute is resolved, NTA shall make payment within 5 days from the date the dispute stands resolved.

6.12 Payment of Bonus to the contractual Manpower will be reimbursed By NTA against submission of Proof.

6.13 No wage/remuneration will be paid to any person for the days of unauthorized absence from duty

7 Eligibility and experience of the bidder:

7.1 The bidder shall be a company, registered under the Companies Act 1956/2013 or registered as L.L.P or proprietor ship/partnership firm under the related statutory Act for provision for deployment of the manpower services.

7.2 Bidder should have minimum 3 (three) years of experience in providing manpower services to be reckoned from the date of techno commercial bid opening.

7.3 The bidder should have a valid labour license issued by Labour Commissioner for providing manpower in services/industries/government departments.

7.4 The bidder should have EPF certification/ registration with code number issued by Employee Provident fund organization under EPF Act 1952.

7.5 The bidder should have ESI certificate with code number issued by Employees State Insurance Corporation under ESIC Act, 1948.

7.6 The bidder should have experience of successfully executing Manpower Supply Contract involving deployment of Manpower or similar type of job contracts such as annual maintenance (Skilled/Unskilled/ Semi-Skilled) in any Govt. / Semi Govt./Public Sector Undertakings during the last 3(three) financial years reckoned from the financial year and annual executed value not less than that specified below:

a) Executed three projects providing manpower services, each worth a minimum of Rs. 3.2 crores annually, for three different clients (equivalent to 40% of the project cost)

OR

b) Executed projects providing manpower services worth at least Rs. 4.8 crores annually for two different clients (equivalent to 60% of the project cost)

OR

c) Executed projects providing manpower services worth a minimum of Rs. 6.4 crores annually for a single client, which accounts for 80% of the project cost.

- 7.7 Bidder should have deployed a minimum of 300 manpower per year for each of the last 03 years.
- 7.8 There should not be no history of litigations against the Bidder or neither the Bidder should not have been blacklisted by any of the government agencies or departments or should not have been found to be guilty of moral turpitude or convicted of any labour laws etc., by any court or authority appointed to enforce any labour law or regulations.
- 7.9 Bidder should have infrastructure for dealing with Provident Fund, ESI, Bonus, Minimum wages, Labour Laws, Industrial Disputes etc.
- 7.10 Bidder should have registered office in Delhi.
- 7.11 Service Provider can manage timely payment to staff even in case of delayed payment/reimbursement by NTA.
- 7.12 The Minimum Average Annual Turnover (MAAT) for the last Three Financial years should not be less than Rs. 10.00 Cr.
- 7.13 Audited balance sheet & certificate from auditor certifying that revenue is from manpower outsource services shall be submitted separately. It must have UDIN No.
- a) Undertaking for mandatory compliance of all statutory liabilities and other terms and conditions as specified in bid document
- b) Copy of PAN Card, & GST Registration Number of company/LLP/Firm.

8 Bid Qualifying Criteria:

- 8.1 The bidder must have executed work of providing manpower services worth at least Rs. 6.4 crores yearly to a single client or executed work of providing manpower services worth at least Rs. 4.8 crores yearly for two different clients or executed 3 work of providing manpower services worth at least Rs. 3.2 crores yearly for three different clients in any Govt. Department/Public Sector Company/Public Limited Company/ Private Limited Company in the last 03 years.
- 8.2 The average turnover of the bidder shall be at least Rs. 10 crores in the last 03 financial years.
- 8.3 Technical Specifications of Bid are:

S.No.	Details	Specification	Documents required
1.	Project Experience of the Firm/Agency for the work of providing	More than 3 years	i.) Registration certification of the firm/agency

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	manpower services or similar nature of work		<p>ii.) The Bidder should submit document regarding Work /Purchase orders from any Central/State Govt. Organization /PSU/Public Listed Company/ Private Limited Company</p> <p>a. Executed 3 work of providing manpower services worth at least Rs. 3.2 crores yearly to three different clients (40% of cost of work) OR</p> <p>b. Executed work of providing manpower services worth at least Rs. 4.8 crores yearly for two different clients (60% of cost of work) OR</p> <p>c. Executed work of providing manpower services worth at least Rs. 6.4 crores yearly to a single client (80% of cost of work).</p>
2.	Turnover (Average of last three financial years)	10 Crores	Balance sheets of last three years to be provided duly verified by registered Chartered Accountant.
3.	Number of manpower on payrolls of the bidder	100 manpower required under this bid	EPF/ESIC challan documents are required to be provided with number of employee mentioned for which deductions have been made.
4.	Escalation Matrix of Telephone Number		Escalation Matrix of Telephone Number with Mobile Numbers is to be submitted.
5.	Certificate regarding agreement to all the points referred in ATC		A signed undertaking from the appropriate authority of the firm/agency for complying with all the

			Terms and Conditions as stipulated in the bid document should be submitted.
6.	Local Office		Local Office Address (Delhi only) proof should be submitted.

9 Bid Matrix for Evaluation of Technical Bid (Bid Matrix)

Supporting documents should be issued prior to publication of Tender Documents

Sr. No	Particulars	Weightage	Maximum marks	Supporting Documents at Page No.
01	Average Annual Turnover of the last three financial years (2020-21, 2021-22 & 2022-23).		15	
	Above 20 Cr.	15		
	15 to 20 Cr.	12		
	10 to 15 Cr.	10		
	< 10 Cr.	05		
02	Number of years of experience in providing Services		15	
	>20 Years	15		
	15- 20 Years	12		
	10-15 Years	10		
	< 10 Years	08		
03	Total Number of employee/workers on their payrolls during the last three financial years. (2020-21, 2021-22, 2022-23,) Attach Copy of EPF Challan of any one month during the Financial year		15	
	>500	15		
	300 -500	12		
	200-300	10		
	<200	05		
04	No of executed Govt. Contracts during the last three financial years. (2020-21, 2021-22, 2022-23)		15	
	>5	15		
	3-5	10		
	>2	05		
05	Availability of ISO Certificates (Issued prior to Date of NIT Publication)		10	
	ISO 9001	03		
	ISO 9001 + ISO 14001	05		
	ISO 9001 + ISO 14001 + ISO 45001	10		
06	Technical Presentation		30	
	Total Weightage		100	

An affidavit to be submitted along with supporting documents for truthfulness/correctness of documents uploaded by tenderer.

MANDATORY DOCUMENTS TO BE SUBMITTED

The bidders are required to submit the following self-certified copies of documents along with the technical bid. The documents are: -

1. Certificate of Registration of firm. Copy of registration certificate under the Company Act or Indian Partnership Act, 1932.
2. Proof of office address (telephone bill, electricity bill, rent agreement, GST etc.).
3. Details of Bank Account of the firm. A cancelled cheque of the account of the firm to be enclosed.
4. PAN Card.
5. GST Registration Certificate.
6. Provident Fund Registration Certificate.
7. ESI registration Certificate.
8. Annual Turnover Certificate of last 3 (three) financial years duly certified by the Chartered Accountants.
9. Income Tax Return and Audited Balance Sheet of the last 3 (three) financial year.
10. Not blacklisted certificate on letterhead of the firm.
11. List of existing clients and Work Order/Agreement of manpower services from clients
12. Undertaking on letterhead of the firm to the effect that no exploitation of any kind is meted out to the staff of the agency (either in payment of wages, treatment, etc.)
13. An undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender in the Firm's Letter Head.
14. Bid Security Declaration on Letterhead in lieu of EMD, if applied for EMD Exemption
15. Any other Documents as mentioned in Eligibility Criteria/RFP.
16. Bidder advice to quote prices should be inclusive of GST and service charges.

Bid Security Declaration

To,
Director General National Testing
Agency
NSIC Okhla

Reference: Our Bid No. _____ dt.

I/We, irrevocably declare as under:

I/We understand that, as per Clause ..of Tender/bid conditions, bids must be supported by a Bid.

Security Declaration In lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Three years from the date of disqualification as may be notified by you (without prejudice to FACT's rightsto claim damages or any other legal recourse) if,

- 1) I am /We are in breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fail to execute the agreement or fail to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____

_____ (complete name name of Bidder) Dated on ___ day of

_____ month, _____ year.