

Tender Document

For

Empanelment/ Selection of an Agency for
providing Outsourced Manpower to NTA



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**

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NOTICE INVITING TENDERS

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

Tender documents may be downloaded from NTA web site www.nta.ac.in (for reference only) and 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

S. No	Particulars	Details
1.	Tender Form/bid issued by	National Testing Agency (NTA). Noida
2.	Authorized Officer for Clarifications	Director, NTA
3.	Availability of Tender Form/bid	Tender documents may be downloaded from NTA web site www.nta.ac.in(for reference only) and GeM Portal
4.	Tender Form/bid ID	
5.	Earnest Money Deposit(EMD)	Rs 10,00,000 (Ten Lakh)

Instructions to Bidders

TERMS & CONDITIONS

1. The contractor shall obtain a license under Contract Labor (R&A) Act 1970 (if applicable) and also submit a copy of such license duly attested, to NTA. No payments would be released till the contract license is submitted to NTA. Moreover, the contractor shall abide by all the necessary provisions of various Labor Laws /Acts, ESI/Bonus, Workmen's Compensation, EPF and any other laws and rules applicable, in this regard. It shall be the duty of the service provider to get EPF code number allotted by Regional Provident Fund Commissioner (RPFC) against which the EPF subscription, deducted from the payment of the personnel engaged and employer's amount of contribution should be deposited with the respective EPF authorities within 15 days of close of every month. In the eventuality of the contractor failing to remit employee/employer's contribution towards EPF subscription within the stipulated time, the administrative head of NTA is entitled to recover equal sum of money from any payment due or accrue to the contractor under this agreement. The contractor shall issue EPF Passbook/ESI card to every worker and shall supply the code Number allotted by the local ESI/EPF authorities. The Service Provider shall ensure compliance within 90 days of the award of work. If any change in personnel is required by NTA authority, a fresh list of personnel shall be made available by the contractor after each and every change.
2. It shall be the sole responsibility of the contractor to abide by all statutory rules & regulations (e.g., ESI, EPF, MW etc.) as applicable from time to time and no separate claims for the same shall be entertained by the organization.
3. The contractor shall mandatorily furnish proof of payment of all the legal entitlements to the workers, besides wages on a monthly basis.
4. If on account of non-compliances with the provisions of any laws, NTA is called upon to make any payment with respect to the contractor's employees, NTA shall be entitled to make deductions on this account from the dues which may be payable by NTA to the contractor. The contractor will sign an Indemnity Bond in favor of NTA to this effect. No liability whatsoever shall attach to NTA on account of any failure on the part of the service provider to comply with these regulations.
5. In case, any person engaged by the contractor is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful or union activities, the contractor will have to replace such person with a suitable substitute at the direction of the Competent Authority.
6. NTA shall not provide any sort of accommodation to the personnel deployed by the contractor and no cooking/lodging will be allowed in the premises of NTA at any time.
7. If any complaint of misbehavior and misconduct by personnel of the contractor comes to the knowledge of the NTA authorities then responsibility for all such activities shall be of the contractor and any loss owing to negligence or mishandling by the personnel employed by the contractor, the contractor shall be responsible to make good for the losses so suffered by NTA.
8. The contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of NTA or do anything which may cause unnecessary disturbance or inconvenience to other persons working there as well as to the general public in NTA premises and near to it.
9. NTA will deduct Tax at source (TDS) under section 194-c of the Income Tax Act, 1961 from the contractor.

10. The contract can be terminated by NTA by giving two months prior notice.
11. The contractor shall not engage personnel below the age of 21 years. All the personnel deployed by the contractor shall be medically fit and their antecedent be verified prior to the deployment in NTA.
12. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all compensation/damage/expenses/fines. The concerned contractor personnel shall attend the Court as and when required.
13. If as a result of 'post payment audit' any overpayment is detected in respect of any work done by the contractor or alleged to have been done by the contractor under the tender, it shall be recovered by NTA from the contractor.
14. The contract will be valid for a period of two years from the date of commencement of contract and which may be further extended by one year subject to satisfactory performance. No price escalation, other than wages revision by NTA, shall be entertained by the client during the period.
15. The contractor shall not engage any sub-contractor or transfer the contract to any other service provider.
16. The contractor has to maintain all the appropriate records at his own cost as required by various Government departments. In case of any violation of any statutory provisions under any applicable law related to the work, the liability for the same shall devolve on the contractor and not on NTA administration.
17. The contractor shall be responsible for all acts of omission/commission in NTA by his employees during the course of discharge of their duties at NTA. NTA will not be responsible for any mishap while dealing with the sanitation and housekeeping work during the described scope of work because of such acts of omission/commission.
18. Persons suffering from contagious or infectious disease shall not be employed or permitted to work in NTA & it reserves its rights to examine any of the workers for medical fitness without prior notice. Expenses, if any, incurred by NTA on medical examination of such employees, shall be borne and paid by the contractor.
19. The contractor will be required to remove or replace any of its personnel whose duty has not been found satisfactory or whose presence in the Institute premises is considered undesirable by the authorities.
20. The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month.
21. The contractor shall submit a certificate along with each bill to the effect that the payment has been made to the personnel as per the rolls and all labor laws obligations have been complied with.
22. The bills submitted by the contractor has to be accompanied with the following
 - The bills have to be accompanied by exact data on personnel employed and the deployments have to be certified by authorized official of NTA on a monthly basis.
 - Contractor shall provide Registration Numbers allotted by ESI / EPF authorities for each and every personnel deployed by them at NTA against this contract.
 - Particulars of the personnel engaged for the work are required to be submitted to NTA.
 - The contractor has to ensure that all personnel deployed have valid bank account. The contractor has to provide the monthly e-banking statement. Payment to their account every month shall be certified and it has to be submitted along with the bills.
 - The service provider has to submit adequate documentary proof of depositing of ESI, EPF and GST to concerned authorities.
23. The contractor shall be responsible as employer of his/her own staff and maintain all records

- applicable under all applicable labor laws.
24. The Contractor shall cover its personnel under insurance for personal accident and/or death whilst performing the duty.
 25. The Contractor shall raise invoice every month and submit the same to the client before 2nd of every month. The client shall make all efforts to make payment within 15 days from the date of receipt of the invoice to the Contractor. The Contractor shall ensure to make payment to the workers before the 7th of every month.
 26. The Contractor shall exercise adequate supervision to ensure proper performance of manpower services in accordance with the requirements.
 27. The personnel of the contractor shall not be the employees of NTA, and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract from NTA.
 28. The contractor shall deal with and settle all matters related to unions and shall make sure that no labor disputes / problems are referred to NTA. The contractor shall indemnify NTA in this regard.
 29. NTA reserves the right to increase or decrease the number of persons required depending upon the requirement of NTA authorities.
 30. NTA reserves the right to postpone/and/or extend the date of receipt/opening of rates/tenders or to withdraw the same, without assigning any reason thereof.
 31. Any dispute arising out of this agreement shall be resolved appropriately under jurisdiction of Delhi.
 32. The contractor shall mobilize resources for execution of the contract within 15 days from award of the work.

Earnest Money Deposit (EMD) & Performance Security

Each quotation must be accompanied by Earnest Money Deposit which shall be in the form of Demand Draft / Pay Order in favor of DG, NTA payable at New Delhi. Quotations received without Earnest Money deposit are liable to be rejected.

1. Earnest Money is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraws amends, impairs, or derogates from the tender in any respect within the period of validity of the tender.
2. The earnest money of all the unsuccessful tenderers will be returned as early as possible after award of contract letter. No interest will be payable by the Department on the Earnest Money Deposit.
3. Earnest Money of successful bidder shall be returned after submission of the performance Security. Performance Security of 3% in form of DD /Pay Order/ Bank Guarantee or Fixed Deposits Receipts (FDR).
4. The Earnest Money Deposit should be submitted in favor of DG NTA, New Delhi on or before last date of bid submission up to 03.00 PM. Without which the quotations will not be considered. Late receipt of Earnest Money viz. after closure of online bidding time, or non-receipt of Earnest Money will make the bidder disqualified, and that bid will not be considered.
5. The successful bidder will have to deposit Performance Security/Performance Bank Guarantee @3% of annualized Contract Value in favor of DG NTA, New Delhi for the due fulfillment of the contractual obligations which is refundable without any interest on termination of the contract after deducting any penalty/any liability of any kind imposed by NTA on account of unsatisfactory services.
6. The bid must be valid for a minimum period of ninety days from the due date.

PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs / MSEs owned by Women. The quoted prices against various items shall remain valid in case of splitting quantities of the items above. In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

- a. In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b. In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c. In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:-

- a. In case of proprietary MSE, Proprietor(s) shall be Women.
- b. In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit.
- c. In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

Force majeure

Any failure or omission or commission to carry out the provision of this agreement by the contractor shall not give rise to any claim by one party against the other, if such failure of omission or commission arises from an act of nature, (such as flood, earthquake, etc.), civil strikes, riots, curfew, embargoes or from any political or other reason beyond the party's control including war, civil war or stage of insurrection, provided that notice of the occurrence of any such event by either party to the other is given within two weeks from the date of occurrence of such an event.

Arbitration

In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party. the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then Department will appoint the sole Arbitrator'. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996. or of any modifications

or reenactment there of including the rules framed there under.

Agreement deed

The successful bidder/s shall execute an agreement for the fulfillment of the contract on Rs. 100/- non-judicial stamp paper within 30 days from the date of award of the contract. Agreement/contract will be signed after the submission of the performance security at the following terms.

- a. The rates mentioned in the Financial Bid would be valid for two years from the date of award of contract/submission of the performance security/Agreement Deed whichever is later but not more than thirty days. The bidder must submit all the formalities within thirty days, failing which the schedule of time will be counted from the date of award of contract.
- b. The incidental expenses of execution of Agreement/Contract shall be borne by the successful bidder.

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 & condition shall be complied with.

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. The contracting agency shall provide bio-data of each person deployed as per format prescribed by NTA.
3. The contractor shall issue letter of employment to every deployed manpower and a copy of same shall be submitted to NTA.
4. Working hours and working days in a week and holidays will be as per the regulations of NTA.
5. The contracting agency shall furnish the following documents with respect to the manpower deployed at NTA:
List of persons deployed.
 - a. Biodata with antecedent details of the persons deployed.
 - b. Proof of date of birth of the persons deployed.
 - c. Copy of Aadhar Card of the persons deployed.
 - d. Proof of residence of the persons deployed.
6. The contractor shall issue identity cards to the persons deployed by them.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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 jurisdiction of Delhi.

Outsourced Manpower requirement at NTA

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
3	MTS	As per NTA Scale	37	As per the requirement of NTA

Note:-

1. The number of manpower, and remuneration for each person in each category shall be determined by NTA as per the pay scale.
2. Agency shall pay the wages as fixed by NTA as per Wage Calculation Sheet given below.
3. Revision of wages shall be at the discretion of NTA.
4. Bonus shall be paid once a year. The same shall be reimbursed to the agency upon submission of proof of payment.
5. Pay Scale:
The current pay scale is as follows:

Sr No.	Description	Pay Sale
1	Technical Support Group (TSG)	
	Highly skilled	37001/- to 48000/-
	Skilled	30001/- to 37000/-
	Semi-skilled	27000/- to 30000/-
2	Office Assistant (OA)	
	Highly skilled	38001/- to 43000/-
	Skilled	28001/- to 38000/-
	Semi-skilled	20000/- to 28000/-
3	Multitasking Staff (MTS)	
	Semi-skilled	20001/- to 24000/-
	Un skilled	17000/- to 20000/-

Wage Calculation Sheets:

WAGE CALCULATION SHEET FOR MANPOWER (Technical Support Group (TSG))						
				Highly skilled Pay Scale (37001/- to 48000/-)	Skilled Pay Scale (30001/- to 37000/-)	Semi-Skilled Pay Scale (27000/- to 30000/-)
Sr.No	Description	UoM	Qty	Unit Rate	Unit Rate	Unit Rate
1	Wages as per NTA Pay Scale	Month	1	48000	37000	30000
2	PF with admin charges @ 13% of ceiling Rs. 15000/-	Month	1	1950	1950	1950
3	ESI Employer contribution @3.25% of ceiling Rs.21000/-	Month	1	682.5	682.5	682.5
4	Leave with wages @4.81%	Month	1	2308.8	1779.7	1443
5	Bonus @8.33%	Month	1	3998.4	3082.1	2499
	Sub Total			56,939.70	44,494.30	36,574.50
	Overheads @10% (Fixed) on Sr. No. 1 to 3			5,693.97	4,449.43	3,657.45
	Total Estimate per Manpower			62,633.67	48943.73	40231.95

WAGE CALCULATION SHEET FOR MANPOWER (Office Assistant (OA))						
				Highly skilled Pay Scale (38001/- to 43000/-)	Skilled Pay Scale (28001/- to 38000/-)	Semi-Skilled Pay Scale (20000/- to 28000/-)
Sr.No	Description	UoM	Qty	Unit Rate	Unit Rate	Unit Rate
1	Wages as per NTA Scale (38001/- to 43000/-)	Month	1	43000	38000	28000
2	PF with admin charges @ 13% of Ceiling Rs. 15000/-	Month	1	1950	1950	1950
3	ESI Employer contribution @3.25% of ceiling Rs.21000/-	Month	1	682.5	682.5	682.5
4	Leave with wages @4.81%	Month	1	2068.3	1827.8	1346.8
5	Bonus @8.33%	Month	1	3581.9	3165.4	2332.4
	Sub Total			51,282.70	45,625.70	34,311.70
	Overheads @10% (Fixed) on Sr. No. 1 to 3			5,128.27	4,562.57	3,431.17
	Total Estimate per Manpower			56,410.97	50,188.27	37742.87

WAGE CALCULATION SHEET FOR MANPOWER (Multitasking Staff(MTS))					
	Semi-skilled Pay Scale (20001/- to 28000/-)				Unskilled Pay Scale (17000/- to 20000/-)
S.No	Description	UoM	Qty	Unit Rate	Unit Rate
1	Wages as per NTA Scale (20001/- to 24000/-)	Month	1	24000	20000
2	PF with admin charges @ 13% of Ceiling Rs. 15000/-	Month	1	1950	1950
3	ESI Employer contribution @3.25% of ceiling Rs.21000/-	Month	1	682.5	650
4	Leave with wages @4.81%	Month	1	1154.4	962
5	Bonus @8.33%	Month	1	1999.2	1666
	Sub Total			29,786.10	25,228.00
	Overheads @10% (Fixed) on Sr. No. 1 to 3			2,978.61	2,522.80
	Total Estimate per Manpower			32,764.71	27,750.80

Bid Qualifying Criteria

1. The bidder must have executed at least one single work of value not less than Rs.1 crore or 2 work of value not less than Rs.50 Lakhs or 3 Work Orders of not less than 34 Lakhs in any Govt. Department/Public Sector Company/Public Limited Company/ Private Limited Company in the last 03 years.
2. The average turnover of the bidder shall be at least Rs. 2 crores in the last 03 financial years. Bidder's net worth shall be positive.
3. Exemption of prior work experience and Turnover shall be applicable to Startup Firms.
4. For availing the exemption, the bidder is required to submit requisite certificate towards Startup Enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce. The certificate shall be certified by a Chartered Accountant (not being an employ or a Director or not having any interest in the Bidders Company / Firm) and Notary Public.
5. The Exemption to startup is to be given to the specific goods/ job domains wherein they are registered for Startups registered with **Industry: Professional and Commercial Services and Sector : Business Support Service** shall only be considered for exemption of prior experience and turnover.

BID EVALUATION METHODOLOGY

- (i) Bids shall be finalized on L1 basis and at the least cost.
- (ii) The minimum threshold limit, inclusive of all taxes and duties including GST (without considering service charges), towards the service required has been fixed in the BOQ. The bidders can quote either for the minimum threshold limit (which will be considered as zero service charge) or the threshold limit + service charges (including GST on service charges).
- (iii) The bids shall be evaluated as per the evaluation criteria mentioned above. However, in case of a tie at lowest bid (L-1) position between Two (02) or more Startup/ non-startup bidders, the following sequence of preference shall be adopted for award:
 - a. In case, one of the bidders is MSE owned by SC/ST Entrepreneur, then order shall be placed on such bidder.
 - b. In case one of the bidders is MSE owned by Women Entrepreneur , then order shall be placed on such a bidder.
 - c. In case , one of the bidders is MSE, then order shall be placed on such bidder.
 - d. Otherwise , the order shall be placed on the bidder having the higher turnover in the previous financial year.

In case of a tie at the lowest bidder (L1) position between only startup bidders and more of them has past turnover, the order will be placed on the startup who is registered earlier with Department of Industrial Promotion and Policy.

However , the above order of preference while processing the LOA is subject to instructions issued by Government of India from time to time.

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 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. Professional Tax Registration Certificate, if applicable.
9. Annual Turnover Certificate of last 3 (three) financial years duly certified by the Chartered Accountants.
10. Income Tax Return and Audited Balance Sheet of the last 3 (three) financial year.
11. Not blacklisted certificate on letterhead of the firm.
12. List of existing clients and satisfactory certificate of manpower services from all existing clients (exempted for STARTUP Firms).
13. 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.)
14. An undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender in the Firm's Letter Head.
15. List of existing clients (exempted for STARTUP Firms).
16. Bid Security Declaration on Letterhead in lieu of EMD, if applied for EMD Exemption.

Schedule of Rates (SOR)							
Contract for services for providing manpower as per Scope of work and as Directed by NTA							
Sr No.	Description	Pay Sale	UNIT	Quantity	No. of Manpower	Rate	Amount

1	Technical Support Group (TSG)						
	Highly skilled	37001/- to 48000/-	Month	24	6	62633.67	9019248.48
	Skilled	30001/- to 37000/-	Month	24	3	48943.73	3523948.56
	Semi-skilled	27000/- to 30000/-	Month	24	2	40231.95	1931133.6
2	Office Assistant (OA)						
	Highly skilled	38001/- to 43000/-	Month	24	5	56410.97	6769316.4
	Skilled	28001/- to 38000/-	Month	24	13	50188.27	15658740.24
	Semi-skilled	20000/- to 28000/-	Month	24	21	37742.87	19022406.48
3	Multitasking Staff (MTS)						
	Semi-skilled	20001/- to 24000/-	Month	24	11	32764.71	8649883.44
	Un skilled	17000/- to 20000/-	Month	24	26	27750.8	17316499.2
	Total Excluding GST						81891176.4
	GST @18%						14740411.75
	Total Estimated Cost Including GST (A)						96631588
	Service Charge						To be Quoted by Bidder
	GST @18% on Service Charge						
	Total including GST (B)						To be Quoted by Bidder
	Total (A+B) (Final Value)						To be Quoted by Bid (on GeM)

Note:

**The estimated rate as above includes sufficient margin towards minimum infrastructure to be maintained by the Bidder for Execution of the Contract, running office expenses, co- ordination with Statutory Authorities, charges towards bank guarantees, interest on working capital, documentation charge and reasonable profit margin.*

The bidder cannot quote service charge below the estimated value mentioned above as (A). If the bidder quotes less than the estimated cost including GST i.e. (A), the bid shall be summarily rejected.

The wages of each manpower shall be decided by NTA and the agency shall pay such wages as per

calculation sheet given in the tender.

Bonus shall be paid once a year and shall be reimbursed to the agency upon submission of proof of payment.

Bid Security Declaration

To,
Director General
National Testing Agency

Tender_ NTA_GEM_

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 rights to 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 of Bidder)

Dated on _____ day of _____ month, _____ year.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal.

More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in/>.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine several search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the GeM Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / Tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the GeM Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should consider any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents must be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, Auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and

- enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
 5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
 6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
 7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
 10. The bid summary must be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk.