

No.26011/10/2016-HR

***e-TENDER* DOCUMENT FOR
“OUTSOURCING SERVICES OF SECRETARIAL ASSISTANCE
AND TECHNICAL SUPPORT FOR e-OFFICE MANAGEMENT &
NETWORK SUPPORT” IN NATGRID**

**Government of India
Ministry of Home Affairs
National Intelligence Grid
1st Floor, Shivaji Stadium Annexe
Shaheed Bhagat Singh Marg,
New Delhi-110001.**

The information provided by the bidders in response to this Tender Document will become the property of NATGRID (MHA) and will not be returned. NATGRID reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by NATGRID (MHA) for Outsourcing of Secretarial Assistance and Technical Support for e-office Management & Network Support in NATGRID.

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Notice Inviting e-Tender (NIT)

1. National Intelligence Grid (NATGRID) is an attached office of Ministry of Home Affairs, Government of India and is presently situated at 1st Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi-110001. This office itself will be working location for all services and supply unless shifted elsewhere.
2. **Online bids are invited under one bid system for “providing services of 15 numbers of Secretarial Assistance and 3 numbers of Technical Support Services on outsourcing basis in NATGRID.**
3. Tender documents may be downloaded from the CPPP e-Procurement Portal <https://eprocure.gov.in/eprocure/app> or the Ministry of Home Affairs website www.mha.gov.in as per the schedule as given in **CRITICAL DATE SHEET** as under:

CRITICAL DATE SHEET

Published Date & Time	23.02.2017 (1800 hrs)
Bid Document Download Start Date & Time	23.02.2017 (1830 hrs)
Bid Submission Start Date & Time	24.02.2017 (1500 hrs)
Bid Document Download End Date & Time	21.03.2017 (1000 hrs)
Bid Submission End Date & Time	21.03.2017 (1800 hrs)
Bid Opening Date & Time	23.03.2017 (1100 hrs)

4. Manual bids shall not be accepted except for the original documents/instruments as mentioned in this tender.
5. The Bidder should fulfil the following eligibility criteria :
 - a. Average annual turnover of Rs.1.00 crore for the last three years i.e. 2013-14, 2014-15 & 2015-16. Copy of the audited statement of account is to be submitted.
 - b. The outsourcing service provider should have satisfactorily executed contract for providing secretarial assistance/technical support services to at least 5 (Five) organizations including 2 (two) Central/State Government Departments/Public Sector Undertakings during the last three years i.e. 2013-14, 2014-15 & 2015-16. Copies of letters of having satisfactorily executed the assignment are to be attached.

- c. The bidder should have a valid labour licence, ESI and PF registration, PAN/TAN NO.
 - d. The bidder should have filed income tax returns for the last 3 financial years i.e. 2013-14, 2014-15 & 2015-16.
6. **Bids shall be submitted online only at CPPP website:**
<https://eprocure.gov.in/eprocure/app>.
 7. **Bidders are advised to follow the ‘Special Instructions to the Contractors/Bidders for the e-submission of the bids online’ available through the link ‘Help for Contractors’ at the e-Procurement Portal** <https://eprocure.gov.in/eprocure/app>
 8. Bidder **shall not modify the downloaded tender form including downloaded price bid template in any manner.** In case any tender form/Price bid template is found to be tampered with/modified in any manner, such bid will be summarily rejected, Bid Security would be forfeited, and bidder would be liable to be banned from doing business with NATGRID.
 9. Bidders are advised to check the website www.mha.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.
 10. **Bid Security:** Bid Security (EMD) of Rs. 1.50 lakh (Rupees One Lakh Fifty Thousand only) for hiring of outsourcing secretarial service and technical support services , in the form of Crossed Demand Draft/Pay Order drawn on any scheduled commercial bank in favour of **Pay & Accounts Officer, NATGRID, New Delhi** is to be delivered in original to the Deputy Director (HR), NATGRID, 1st Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi-110001 before the time stipulated against ‘Bid Submission End Date and time’ as mentioned in the ‘**Critical Date Sheet**’. Name & full address of the bidder may be written at the back of the Demand Draft/Pay Order. Signed and scanned soft copy of the Bid Security instrument must be uploaded to the e-Procurement portal along with other bid documents as prescribed below at para 2.4. Bids not received with Bid Security as mentioned above shall be summarily rejected.
 11. **Bid Opening:** Bids will be opened as per date/time mentioned in the **Tender Critical Date Sheet**. The results of the bid and the bidder selected for supplying the services will be notified later on.
 12. **Submission of Tender:**
 - 12.1 The tender shall be submitted online with both bid details viz., Technical bid /Financial bid should be submitted together.

12.2 **Bidding details and Financial Bid:** Signed and scanned copies of the following documents are to be uploaded by the bidder along with the Technical and Financial Bid:

- a. Signed and scanned copy of **Form-I** after filling in all information asked for about the firm.
- b. Signed and scanned copy of Bid Security (EMD) as per clause 10 above.
- c. Signed and scanned copy of Bank account details in **Form-II** along with a cancelled cheque.
- d. Price Bid in **BoQ_HRNIT.xls format**.
- e. Signed and scanned copy of Financial Bid Undertaking in the **Form- III**.
- f. The Bidder will submit signed and scanned copies of documents as mentioned in Clause 5 above.

Note: 1. Bidder shall not modify the downloaded financial bid template in any manner. In case Bid is found to be tampered/ modified in any manner, it will be rejected outright, Bid Security would be forfeited, and bidder would be liable to be banned from doing business with NATGRID.

2. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

13. **Contact Information:** For any clarifications, Bidder may contact:

The Deputy Director (HR),
NATGRID (Ministry of Home Affairs),
Shivaji Stadium Annexe Building,
1st Floor, Shaheed Bhagat Singh Marg,
New Delhi-110001,
Ph: 011-23444222/23444225.

2. INSTRUCTIONS FOR ONLINE BID SUBMISSION

2.1 General Instructions: The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e: <http://eprocure.gov.in/eprocure/app> using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

2.2 REGISTRATION:

- a. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrolment” option available on the home page. Enrolment on the CPP Portal is free of charge.
- b. During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through the email-id provided.
- c. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- d. For e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- e. Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- f. Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- g. Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

2.3 PREPARATION OF BIDS:

- a. For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
- b. After selecting the tender document same shall be moved to the ‘My favourite’ folder of bidders account from where bidder can view all the details of the tender document.

- c. Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to 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.
- d. Any pre-bid clarifications if required, the same may be obtained online through the tender site, or through the contact details given in the tender document.
- e. Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.
- f. Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under “My Space/ Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

2.4 **SUBMISSION OF BIDS:**

- a. Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- b. Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others 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.
- c. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their bid.
- d. Bidders shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the DD/BC/BG/others.
- e. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- f. Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- g. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- h. If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.

- i. Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.
- j. Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- k. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- l. Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- m. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.

2.5 ASSISTANCE TO BIDDERS:

- a. 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.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk.
- c. Toll Free Number 1800-3070-2232. Mobile Nos. 91-7878007972 and 91-7878007973.

3: General Conditions of Contract (GC)

3.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

3.1.1 'NATGRID' shall mean National Intelligence Grid, Ministry of Home Affairs, New Delhi, with office situated at 1st Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi - 110001.

3.1.2 'Bidder' shall mean the individual or firm who participates in this tender and submits its bid.

3.1.3 'Contractor'/ 'Agency'/ 'Firm' shall mean the successful bidder in this tender and shall include its legal representatives, successors.

3.1.4 'Performance Security' shall mean monetary guarantee furnished by the successful bidder for due performance of the contract concluded with it.

3.2 Notices: Any notice, instruction, or communication made pursuant to this Contract shall be in writing and shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered post to such Party at the address specified in the Technical Bid.

3.3 Taxes and Duties: The Contractor shall be liable to pay such direct and indirect taxes, duties, fees and any other tariff levied under the applicable laws of India.

3.4 Fraud and Corruption

3.4.1 Definitions: For the purpose of this clause, the terms set forth below have meanings as follows:

- i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Contractors, with or without the knowledge of NATGRID, designed to establish prices at artificial, non-competitive level;

- iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

3.4.2 Termination of the Bid

- i. NATGRID may terminate the contract if it determines at any time that representatives of the Contractor were engaged in corrupt, fraudulent, collusive or coercive practices during the tender process or the execution of that contract, without the Contractor having taken timely and appropriate action satisfactory to NATGRID to remedy the situation;
- ii. NATGRID may also sanction against the Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

3.5 Commencement and Expiration of Contract

- i. **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) as specified in the Special Conditions. In case effective date is not so stipulated, the contract shall be effective from the date it is signed by both parties.
- ii. **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 3.10 hereof, this Contract shall expire at the end of such time after the Effective Date as specified in the Special Conditions.

3.6 **Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any other statement, representation, promise agreement not set forth herein.

3.7 **Modifications or Variations:** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposal for modification or variation made by the other Party.

3.8 Force Majeure

- 3.8.1 **Definition:** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstance and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 3.8.2 **Force Majeure shall not include** (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 3.8.3 **No breach of Contract:** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 3.8.4 **Measures to be taken:** A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- 3.8.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

3.8.6 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

3.8.7 During the period of their inability to perform the Services as a result of any event of Force Majeure, the Contractor, upon instructions by NATGRID, shall either:

- i. Demobilize; or
- ii. Continue with the Services to the extent possible, in which case the Contractor shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

3.8.8 In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 3.19.

3.9 **Suspension:** NATGRID may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Contractor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

3.10 **Termination of contract**

3.10.1 **By NATGRID:** NATGRID may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) to (viii) below:

- i. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 3.9 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as NATGRID may have subsequently approved in writing.
- ii. If the Contractor becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- iii. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 3.21.2 hereof.

- iv. If the Contractor, in the judgement of NATGRID, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- v. If the Contractor submits to NATGRID a false statement which has a material effect on the rights, obligations or interests of NATGRID.
- vi. If the Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to NATGRID.
- vii. If the Contractor fails to provide the quality services as envisaged under this Contract.
- viii. If NATGRID, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

3.10.2 In any event such as at (i) to (vii) above NATGRID shall give fifteen (15) days' written notice of termination to the Contractor, and thirty (30) days' in case of event referred to in (viii) above.

3.10.3 **By the Contractor:** The Contractor may terminate this Contract by not less than thirty (30) days' written notice to NATGRID, in case of occurrence of any of the events specified in paragraph(s) (i) to (iv) below.

- i. If NATGRID fails to pay any money due to the Contractor, pursuant to this Contract and the same is not subject of dispute under Clause GC 3.21 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
- ii. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- iii. If NATGRID fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 3.21.2 hereof.
- iv. If NATGRID is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractor may have subsequently agreed in writing) following the receipt by NATGRID of the Contractor's notice specifying such breach.

- 3.11 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 3.5(ii) or GC 3.10 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.20 hereof, and (iii) any right which a Party may have under the Law.
- 3.12 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses under GC 3.10 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.
- 3.13 **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses under GC 3.10 hereof, NATGRID shall make the following payments to the Contractor:
- 3.13.1 If the Contract is terminated pursuant of Clause 3.10.1(vii), 3.10.1(viii) or 4.10(b), payment for Services satisfactorily performed prior to the effective date of termination;
- 3.13.2 If the agreement is terminated pursuant of Clause 3.10.1(i) to (vi), the Contractor shall not be entitled to receive any agreed payments upon termination of the contract. However, NATGRID may consider payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to NATGRID.
- 3.14 **Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraph (i) to (vii) of Clause GC 3.10.1 or in Clause GC 3.10.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement under Clause GC 3.21.2 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 3.15 **Forfeiture of Performance Security:** In the event of breach of this Agreement, NATGRID shall have the right to invoke and appropriate the proceeds of the performance security, in whole or in part, without separate notice to the Contractor.
- 3.16 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Contractor for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Contractor in performing the

Services, then the amount otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto.

3.17 **Payment:** In consideration of the services provided by the Contractor under this Contract, NATGRID shall make to the Contractor such payments and in such manner as is provided in the SC.

3.18 **Fairness and Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

3.19 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 3.21.2 hereof.

3.20 **Confidentiality:** Except with the prior consent of NATGRID, the Contractor shall not at any time communicate to any person or entity any information acquired in the course of performance of this Contract. By agreeing to enter into this Contract, the Contractor also agrees to sign and abide with the Non-Disclosure Agreement.

3.21 **Settlement Of Disputes**

3.21.1 **Amicable Settlement:** In case dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Clause GC 3.21.2 shall become applicable.

3.21.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between NATGRID and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration and Conciliation Act 1996.

- i. Arbitration proceedings shall be held in New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- ii. The decision of the arbitrator(s) shall be final and binding upon both parties. The expenses of the arbitrator(s) as determined by the arbitrator(s) shall be shared equally by NATGRID and the Contractor. However, the expenses incurred by each party in connection with the preparation & presentation of their cases shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

3.21.3 **Jurisdiction of Courts etc.:** The courts/any other Tribunal or Forum in New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out this contract.

3.22 **Miscellaneous**

3.22.1 All payments, including refund of Bid Security (EMD) will be made electronically.

3.22.2 The personnel engaged by the Contractor are subject to security vetting by IB and Security check by the NATGRID Security Staff at any time.

3.22.3 All personnel deputed by the Contractor should bear upon his/her person due authorisation from the Contractor, and should produce the same for inspection in order to be allowed to enter NATGRID premises, and during their stay within the premises.

3.22.4 Within NATGRID premises, the Contractor's personnel shall restrict their activities to performance of this contract.

3.22.5 The Contractor shall be directly responsible for any dispute arising between him and his personnel and NATGRID shall be kept indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.

3.22.6 The Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances etc. in r/o the personnel deputed for NATGRID. NATGRID shall have no liability whatsoever in this regard and the Contractor shall indemnify NATGRID against all claims in this regard.

3.22.7 The Contractor shall be fully responsible for theft or burglary or any damage to NATGRID property directly attributable to any acts of commission or omission on the part of Contractor's personnel.

4. Special Conditions of Contract (SCs)

- 4.1 **Effective Date:** The contract shall be effective from the date as stipulated in the Letter of Award;
- 4.2 **Contract Period:** The contract will be initially for a period of 1 (One) year with the provision for extension by another year on the same terms and conditions, subject to satisfactory performance of the contract as decided by NATGRID ;
- 4.3 **Cost Details & Validity:** The quoted Rate/Cost should be inclusive of applicable taxes except service tax. The Bid submitted against this Tender should remain valid for not less than 180 days from the last date of submission of bid;
- 4.4 **Payment terms:** No advance payment shall be made under any circumstances. Payment will be made on submission of bill on the first day of each month. Service tax shall be paid at the prevailing rate at the time of raising the bills;
- 4.5 **Indemnity:** The successful bidder will be required to furnish the duly filled in Proforma of Indemnity given at Form No- IV. The bidder will indemnify NATGRID to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to any violation;
- 4.6 **Particulars:** That Outsourcing Service Provider will furnish NATGRID the full particulars of the candidates sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address, etc. and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to NATGRID;
- 4.7 **Skill Test:** The number of resume to be forwarded to NATGRID shall be minimum three times & preferably five times of the number of requirements. Before forwarding the resumes to NATGRID the agency/firm shall carry out a preliminary skill test of the candidates and forward a certificate to this effect also;
- 4.8 **Availability:** The owner/partner/manager of the Outsourcing Service Provider should be available on his own direct telephone (office as well as residence) and also on mobile phone.
- 4.9 **Wages:** The Successful Bidder will follow all the statutory laws in relation to service tax, wages etc.

5. Schedule of Requirements

5.1 Upon award of the Contract, the successful bidder, referred below as Outsourcing Service Provider, shall provide the following services in NATGRID and deploy resources with essential qualification and experience as under :

Essential minimum qualifications and experience for outsourced Secretarial Assistance		
Roles	Senior Executive Assistant (SEA)	Executive Assistant (EA)
Educational Qualification	Graduate	Graduate
Typing Speed	Minimum 35 wpm	Minimum 35 wpm
Shorthand speed	Minimum 80 wpm	Minimum 80 wpm
Experience	8 years of experience of working as Executive /Personal Assistant in addition to the essential experience in secretarial work (opening files/submission of files/maintenance of office records, Knowledge of noting/ drafting preferably in Govt. Setup at least for 2 years) and short-hand/typing speed of 80/35 wpm with working knowledge on computer of MS-office (at least Word, Excel & Power point).	6 years' experience of working as Executive /Personal Assistant in addition to the essential experience in secretarial work(opening files/submission of files/maintenance of office records, knowledge of noting/ drafting preferably in Govt. Setup at least for 1 year) and short-hand/typing speed of 80/35 wpm with working knowledge on computer of MS-office (at least Word, Excel & Power point).
No. of resources required	5	10

Essential minimum qualifications and experience for outsourced Technical Resources:			
Post	Sr. System Support Engg.	System Support Engg	Networking Support Engg.
Essential minimum Qualification	BE / B.Tech in Computer Science /BCA/MCA	BE / B.Tech in Computer Science /BCA/MCA	BE/B.Tech (IT/ Computer Science)
Job description	<p>The works to be dealt with by this support service will be related to mainly E-office management as detailed below:</p> <ul style="list-style-type: none"> • Patch Management • Performance Tuning • Application • Installation • User Frontend Support • Help to make new mail Id • Help in bio-matric attendance system • Coordinate with Concerned Vendors/Suppliers 	<p>The works to be dealt with by this support service will be related to mainly System Administration as detailed below:</p> <ul style="list-style-type: none"> • Control and administer hardware and firmware Configurations. • Active Directory and SAN Management • Monitor devices for proper operation and performance • Space Allocate on SAN 	<p>The works to be dealt with by this support service will be related to mainly Security & Network Support as detailed below:</p> <ul style="list-style-type: none"> • Manage the router and L3, L2 Cisco switches, • Manage vLan and inter v Lan Routing, Switch port mapping. • Trouble shooting of end point devices: Desktops, Laptops, Printers/MFD, Scan

		<ul style="list-style-type: none"> • Detect, diagnose, isolate and correct device operational failures • Support Incident and Problem Management activities with device expertise and trouble shooting. • Maintain awareness of new technologies that might enhance device operation capacity and maintenance • Support Incident and Problem Management activities with device expertise and trouble shooting. • Maintain awareness of new technologies that might enhance device operation capacity and maintenance • Perform periodic asset discovery and audit tasks • Coordinate & Concern Vendors /Suppliers 	<ul style="list-style-type: none"> ner • Operating System installation, Hardware and software troubleshooting, • Receive assets and ensure delivery to correct locations • java and window updates check, manage Outlook express and NIC mails, Printer Installation, • Recover Encrypt & Decrypt data, Single sign in, Virus scan enterprises, • Agent handler, Check user Policies and network security • HIPS & DLP.
Experience	Minimum 5 years experience in the above job profile.	Minimum 3 years experience in the above job profile	Minimum 3 years experience in the above job profile.
No. of resources required	1	1	1

- 5.2 The number of resume to be forwarded to NATGRID shall be minimum three times & preferably five times of the number of requirements. Before forwarding the resumes to NATGRID the agency/firm shall carry out a preliminary skill test of the candidates and forward a certificate to this effect also.
- 5.3 The Outsourcing Service Provider has to ensure the verification of the antecedents of deployed manpower from their Ex-employer and police verification conducted from Delhi Police.
- 5.4 The Outsourcing Service Provider shall supply a copy of confirmation from their employees regarding acceptance of employment at agreed wages in advance.
- 5.5 The outsourced manpower deployed in NATGRID shall be the employees of the Outsourcing Service Provider. They will have no claim of whatsoever nature including monetary claims or any other claim or benefits from NATGRID.

- 5.6 The outsourced manpower provided shall be under the direct control and supervision of the Outsourcing Service Provider. However, they shall comply with the oral and written instructions given to them on day to day basis, by the officer(s) authorized by NATGRID from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by NATGRID.
- 5.7 The selected outsourced manpower will be allowed to remain absent from duty prior permission @ 2.5 days per month. NATGRID shall deduct proportionate amount for absence during the month of outsourced manpower beyond this limit while making payment to the Outsourcing Service Provider each month.
- 5.8 NATGRID shall have the right to increase/decrease the number of outsourced manpower to be hired as per administrative requirements in future which may be in the range of 1 to 3.
- 5.9 The Outsourcing Service Provider shall be responsible for the discipline and conduct of the outsourced manpower sponsored by them and in case the outsourced manpower lack in discipline and their quality of work deteriorates during the course of their service, the Outsourcing Service Provider shall provide replacement services of suitable outsourced manpower.
- 5.10 NATGRID shall not undertake any monetary liability other than the agreed contract value payable to the Outsourcing Service Provider. If NATGRID is required to bear any liability other than the contract value NATGRID will recover such amount immediately from the following payment due to the outsourced Service Provider or from performance Security as the case may be.
- 5.11 If the Outsourcing Service Provider fails to render any or all the services, for any period during the currency of the contract, NATGRID shall be at liberty to get the work done from other agencies and deduct the amount incurred on this account from the amount payable to the Outsourcing Service Provider.
- 5.12 In case the employees of the Outsourcing Service Provider do not attend the work at any time for whatever reason, the Outsourcing Service Provider shall make alternate arrangements at no extra cost to NATGRID, so that the daily work of the NATGRID does not suffer. If no such alternate arrangements are made, proportionate deductions shall be made out of the contracted amount. The NATGRID shall also be free to make alternate arrangements the cost of which shall be recovered from the Outsourcing Service Provider.
- 5.13 The Outsourcing Service Provider shall make their own arrangement for commuting the outsourced manpower requisitioned, to the NATGRID's office, wherever located in the areas of New Delhi/Delhi and back.
- 5.14 The Outsourcing Service Provider will be responsible for compliance of all the applicable laws and obligations for the satisfactory performance of the contract.
- 5.15 Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Outsourcing Service Provider and NATGRID shall not be responsible for any such liability.
- 5.16 The Outsourcing Service Provider shall comply with all the rules and regulations regarding safety and security of its employees and NATGRID will in no way be responsible in any manner in case of any mishap due to non-compliance of such rules and regulations by the Outsourcing Service Provider.

- 5.17 The Outsourcing Service Provider shall not sub-contract the services covered in this contract.
- 5.18 Any loss, theft or damage to the life and/or property of the employees of NATGRID and/or property of NATGRID shall be compensated by the Outsourcing Service Provider if the cause of such loss, theft or damage is on account of fault, negligence and/or lapse of the employees of the Outsourcing Service Provider.
- 5.19 The Outsourcing Service Provider shall be responsible for providing amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of the Outsourcing Service Provider to provide such amenities, NATGRID shall be free to provide the same and NATGRID shall have right to recover all expenses incurred in providing such amenities from the Outsourcing Service Provider by deduction from the performance Security of the Service Provider.
- 5.20 The Outsourcing Service Provider shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, Delhi Shops and Establishment Act,1954, ESI Act,1948, Provident Funds and MP Act,1952, Workmen's Compensation Act, Payment of Bonus Act, and take such steps as may be deemed necessary in this regard from time to time.
- 5.21 The Outsourcing Service Provider shall be responsible for payment of Provident Fund and other payments due to their employees deployed at NATGRID.
- 5.22 There will be no enhancement of contract value during the contract period.
- 5.23 It will be the sole liability of the Outsourcing Service Provider to pay the wages, provident fund, ESI, etc., to its employees as applicable under the relevant rules.

6. BID EVALUATION & AWARD OF CONTRACT

6.1 Bank Details: NATGRID shall be making all payments electronically, including refund of Bid Security (EMD). For this purpose, all bidders shall upload scanned copies of the appropriate mandate form containing their bank details.

6.2 Clarification of Bids:

- a. To assist in the examination, evaluation and comparison of technical bids, NATGRID may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered or permitted, except as required to confirm the correction or arithmetical errors discovered by NATGRID during evaluation of the bids.
- b. Any action on the part of any bidder to influence any NATGRID officer in the process of examination, clarification, evaluation, and comparison of bids, and decision concerning award of contract, or canvassing in any form, shall make the tender liable for rejection.

6.3 Bid Responsiveness:

- a. NATGRID will determine the substantial responsiveness of each bid with respect to the bid documents. A substantially responsive bid is one which conforms to all terms and conditions of the bid documents without material deviations.
- b. The following deviations will be deemed material deviations:
 - i. Non-submission of appropriate Bid Security;
 - ii. Bid-validity period less than that stipulated in this tender document;
- c. NATGRID's determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.
- d. A bid determined as substantially non-responsive will be rejected by NATGRID and shall not be considered beyond tender opening stage by correction of the non-conformity.
- e. NATGRID may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

6.4 EVALUATION OF BID :

- a. The responsive bids will first be evaluated for technical compliance. Non-submission of essential documents stipulated in para 5 of Section -1 will result in a bid liable for disqualification at technical evaluation stage.

- b. Bids determined to be substantially responsive will be checked by NATGRID for any arithmetical errors in computation and summation. Where there is discrepancy between rates/amounts given in figures and in words, the rates/amounts given in words will prevail.
- c. NATGRID shall evaluate the financial bids of eligible bidders to determine the L-1 bidder on the basis of lowest total cost of support services for all items in the financial/price bid form.

6.5 AWARD OF CONTRACT:

- a. **Letter of Award:** NATGRID will notify the successful bidder by post or by fax or e-mail that his/her bid has been accepted. The notification of award will constitute the formation of the Contract upon the furnishing by the successful bidder of a performance security/security deposit in accordance with clause mentioned at para 6.8 (a) below.
- b. **Letter of Acceptance:** Within 7 days of receipt of notification of award, the successful bidder shall furnish Letter of Acceptance to NATGRID conveying willingness to accept the work/supply order in accordance with the provisions of this tender and the Letter of Award.
- c. **Selection of Firm:** In case L-1 bidder does not submit Letter of Acceptance as above, NATGRID may at its discretion issue Letter of Award to the L-2 bidder on L-1 rates. In case, L-2 bidder is not agreeable to provide services on L-1 rates then the contract may be awarded to L-3 bidder on L-1 rates.

6.6 SIGNING OF CONTRACT:

- a. Where the contract value is Rs.10 lakhs or below, this tender document containing the General Conditions of Contract, Special Conditions of Contract and Scope of Work, along with the Letter of Acceptance will form a binding contract.
- b. Where the contract value is more than Rs.10 lakhs, within 7 days of submission of Letter of Acceptance, the successful bidder shall prepare and submit to NATGRID the Contract Agreement on the basis of the format provided. After receipt of Performance Security as per clause 6.8 below, NATGRID shall return the Agreement after scrutiny, and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at its own cost, within two weeks from the receipt of the approved Agreement.

6.7 PERFORMANCE SECURITY:

- a. The successful bidder should arrange to have performance security amounting to 10% of the awarded contract value furnished within 7 days of submission of Letter of Acceptance in the case of contracts covered by clause 6.6 (a) above, and within 7 days of submission of draft Contract Agreement in the case of contracts covered by clause 6.6 (b) above.
- b. Subject to any provision elsewhere in the contract regarding forfeiture or appropriation in full or part thereof, the performance security shall be released at the time of expiry / non-renewal / termination of the contract.
- c. The performance security may be either in the form of Demand Draft in favour of **Pay & Accounts Officer, NATGRID, New Delhi**, or as Bank Guarantee in the format at **Form No. -V** of this document.
- d. In case Bank Guarantee is furnished as performance security, the same should be valid by more than sixty (60) days after the expiry of the contract.
- e. In case Bank Guarantee is furnished as performance security, it should be sent to NATGRID by the concerned Bank, and not by the bidder itself.
- f. The performance security amount is interest free.
- g. NATGRID has the right to encash/appropriate the whole amount of performance security in accordance with the contract conditions and also to deduct any amount due from the contractor at the time of the termination/expiry of the contract.

6.8 BID SECURITY

- a. The bid security/EMD submitted along with the bid shall be refunded to the successful bidder after furnishing of Performance Security.
- b. Bid Security (EMD) of unsuccessful bidders shall be refunded after signing of contract with successful bidder.
- c. Bid Security shall be forfeited in the following circumstances:
 - i. If bidder withdraws bid after opening of bids
 - ii. If bidder fails to accept contract after award
 - iii. If bidder awarded contract fails to furnish performance security within the time limit specified.

SECTION- 7

Tender Inviting Authority: NATIONAL INTELLIGENCE GRID, NEW DELHI							
Name of Work: OUTSOURCING SERVICES OF SECRETARIAL ASSISTANCE AND TECHNICAL SUUPPORT							
Contract No: 26011/10/2016-HR							
Bidder Name :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
Sl. No.	Item Description	Unit	Required quantity	Unit Price (Per Month) in INR	% of service charge to be taken by the service provider on total BoQ	TOTAL AMOUNT (inclusive of all charges, duties and taxes except service tax)(In INR)	TOTAL AMOUNT In Words
1	2	3	6	7	4	6	7
1	Senior Executive Assistant	Person	5	25000		125000.00	INR One Lakh Twenty Five Thousand Only
2	Executive Assistant	Person	10	20000	0.00	200000.00	INR Two Lakh Only
3	Senior System Support Engineer	Person	1	36000	0.00	36000.00	INR Thirty Six Thousand Only
4	System Support Engineer	Person	1	31000	0.00	31000.00	INR Thirty One Thousand Only
5	Network Support Engineer	Person	1	31000	0.00	31000.00	INR Thirty One Thousand Only
Total in Figures						423000.00	INR Four Lakh Twenty Three Thousand Only
Quoted Rate in Words		INR Four Lakh Twenty Three Thousand Only					

- The rates shall be quoted in Indian Rupee only.
- The price quoted is inclusive of all taxes (except Service Tax), fees, levies, etc. and any revision in the statutory charges, taxes, fees, etc. will be the responsibility of the Bidder.
- In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- The quoted price shall remain firm throughout the tenure of the contract and no revision is permissible for any reason except the statutory obligations.

(Signature of the Bidder/Authorized representative)

8. Standard FormsFORM-I

BIDDER DETAILS

1	Name of Firm	
2	Address, Telephone, FAX, e-mail	
3	Name & Telephone/Mobile number of contact person	
4	Status of Firm Sole Proprietorship/ Partnership/Pvt Ltd Co./Ltd Co. etc.	
5	Registration No. of the Firm	
6	Year of establishment of the Firm	
7	Average Annual Turnover during the last three years (i.e.2013-14,2014-15 & 2015-16)	
8	Valid Labour License No.	
9	ESI & PF registration No.	
10	PAN / TAN No.	
11	Name of five organization satisfactorily executed contract for providing secretarial assistance and technical services during the last three years	
12.	Income Tax Return for last three Assessment years	

Note: 1. Bidder will submit all the documents as stated in Section-1 of para 5.

(Signature of Bidder)

DETAILS OF BANK ACCOUNT

(RTGS/NEFT facility for receiving payments)

Sl.No.	Particulars	To be filled by the bidder
1.	Name(s) of Account Holder(s)	
2.	Address of Account Holder(s)	
3.	Name of the Bank	
4.	Name and Address of Branch	
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/we would not hold NATGRID responsible.

(Signature(s) of account holder(s))
Name(s) of Account holder(s)

SIGNATURE OF BIDDER/ Authorized representative

Financial Bid Undertaking (on letter-head of the bidder)

UNDERTAKING

I submit the Financial Bid for “**Outsourcing of Secretarial Assistance and Technical Support Services**” for NATGRID as envisaged in the Tender document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Tender document, and agree to abide by them.

3. I offer the price(s) as indicated in the Financial Bid inclusive of all applicable taxes except Service Tax.

(Signature of the Bidder/Authorized representative)

[to be filled in by the Successful Bidder only]

Form No.-IV

Format of Indemnity

This is to certify that M/s _____, who have supplied **Secretarial Assistance and Technical Support Services** on outsourcing basis to NATGRID (MHA), New Delhi, vide order no. _____ dated _____, hereby undertake to indemnify NATGRID for any liability under any law arising out of the engagement of the said outsourced staff.

For M/s
.....

Signature
Name, seal, designation and date.

[to be filled in by the successful Bidder only]
MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS(name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... datedto provide “**Outsourcing of Secretarial Assistance and Technical Support Services on outsourcing basis**” to NATGRID” (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer
.....

Seal, name & address of the Bank and address of the Branch