

NATIONAL PENSION SYSTEM TRUST

TENDER DOCUMENT - ADDITIONAL TERMS AND CONDITIONS (ATC)

INVITING BIDS FOR Providing Manpower Services To National Pension System Trust

SECTION-I ADDITIONAL ELIGIBILITY CRITERIA FOR MANPOWER SERVICE PROVIDER

The NPS Trust has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their self-attested or certified by CA, wherever specified, supporting documents along with the proposal **in GeM**.

in G	ieM.	
SI. No.	Criteria	Supporting Document
1	the Branch Offices should be located either in Delhi / New Delhi or in National Capital Region for at least past 3 Financial Years i.e. 2020-21, 2021-22 & 2022-23.	Self-Attested copy of Telephone bill/Electricity Bill/Registered Rent Agreement/Conveyance Deed/Bank statement/certificate from Bank/house tax receipt/any municipal receipt or any other document issued by the Government supporting the address(s) at Delhi, New Delhi or in National Capital Region evidencing 3 years of presence in Delhi/NCR. One document/bill for each financial year may be provided and one of the documents should be at least of quarter 4 (January 2023 to March 2023) of FY 2022-23.
2	with the concerned registration authority and should be in existence for not less than last Five years from the date of application.	(*) Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act or document giving evidence of existence of proprietorship firm. i. (*) Certificate of Commencement of business is required in case of companies. ii. Certificate consequent to change of name, if applicable. In case of change in name of any type of entity (including company), certificate of name change is required.
3	Average annual turnover of Rs. 5 crore or more for last 3 financial years i.e. 2020-21, 2021-22 and 2022-23.	
4	of five clients of Govt./PSUs as	Self-attested copies of documents/work orders in support of contracts for manpower services or both with Govt./PSUs for the last three financial years 2020-21, 2021-22 and 2022-23
5	registered Permanent Account	Self-attested copy of PAN/GIR Card; Self attested copy of GST registration certificate in respect of manpower services.
6	with appropriate authorities under Employees Provident Fund and Employees State Insurance	Self-attested copy of the Employee State Insurance registration letter / certificate.

7	The entity or any of its partners/directors etc. should not	Self-De	claration in the f	format in Annex	ure-l	
	have been black listed/ debarred					
	by any of the government entities					
	or department or should not have					
	been found guilty of commission					
	of acts of moral turpitude or					
	convicted for any economic					
	offence or for violation of any					
	labour laws etc by any court or					
	any authority appointed to					
	enforce any labour laws or					
	regulations.					
8	The applicant should have ISO	o vao	f the ISO 9001 Co	ertificate of the	Bidder.	
	9001:2000 or 9001:2008					
	Certification valid as on last date					
	of submission of bids.					
9	The bidder seeking EMD	Self-att	tested copy of v	alid NSIC certifi	cate/Udvam	certificate/DIC
			ate or self-certi			
	category, must submit the valid				_	
	supporting document for the		•			
	relevant category as per GeM GTC	00.00.		0080.7.		
	with the bid.					
10	The Bidder Should Have Executed	Copies	of the work or	ders starting fro	om 2020-21	. 2021-22 and
	At Least 5 No. Projects With:					
	Contract Value Not Less Than (Rs					
	1 crore) For Each Contract Of			list out Organi	zations wh	ere satisfactory
	Providing Manpower Services To	-		_		-
			below mention			nanolal reals as
	Departments/ Public Sector	CI CIT	Name of the		Amount o	ofDuration of
	Undertakings/ Autonomous		Client, Address,		Contract	Contract
	Bodies In Last 3 Financial Years		telephone No.	provided	(Rs. Lacs)	Contract
11	The Bidder Should Have Executed		telephone No.		(NS. Lacs)	
	At Least 5 No. Projects With					
	Supply Of 30 No. Of Manpower In			Type of No.		From To
	Each Contract Of Providing			manpower		
	Manpower Services To Central/			provided		
	State Government Departments/	1				
	Public Sector Undertakings/	2				+ +
	Autonomous Bodies In Last 3	3				+ +
	Financial Years.					
		4 5			1	+ +
		5				

- a. Any other alternate supporting documents (other than the above mentioned documents) submitted by the bidders in support of their eligibility criteria may be considered by NPS Trust at its discretion. If necessitated, the bidders may need to submit any additional documents in support of their eligibility criteria as requested by NPS Trust within the timeline stipulated thereon.
- b. The bidders against whom action is initiated or contemplated by NPS Trust for any of the misconduct during the past will not be eligible to apply under the current process. The bid submitted by such entities will be summarily rejected.
- c. "Bids with non-submission of self-attested documents/work orders wherever asked shall be liable to be rejected while evaluation in technical criteria".
- d. There is a cooling period of 2 years for the firms/entities who have been providing manpower services to NPS Trust for 2 continuous years or more. They are eligible to apply only after completion of the cooling period of 2 years.
- e. The salary for the resources shall be decided by NPS Trust at its own discretion, subject to adherence to the Minimum Wages Act and other relevant government guidelines in this regard.

SECTION-II

TERMS AND CONDITIONS

A. GENERAL

- 1.The contract shall be for a period of two years from the date of commencement of the contract unless, it is curtailed or terminated by NPS Trust owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. as provided in the contract and non-compliance with any relevant labour laws, or change in requirements of the NPS Trust or for any other reasons as stipulated in the contract to be entered into with successful bidder as mentioned in this document.
- 2. The contract shall automatically expire after two years from the date of commencement of the contract, unless extended further by mutual consent of contracting agency and NPS Trust.
- 3. The contract may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the successful service provider and NPS Trust.
- 4. There is a cooling period of 2 years for the firms/entities who have been providing manpower services to NPS Trust for 2 continuous years or more. They are eligible to apply only after completion of the cooling period of 2 years.
- 5. "Bids with non submission of self-attested documents documents/work orders wherever asked shall be liable to be rejected while evaluation in technical criteria".
- 6. The Service Provider shall cover its personnel for personal accident and death whilst performing the

duty and the NPS Trust shall own no liability and obligation in this regard.

7. The contracting Service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NPS Trust.

9. The present requirement of manpower in NPS Trust as indicated in this document may further increase or decrease during the period of initial contract and the successful bidder, awarded the contract, would have to provide additional manpower services, if required on the same terms and conditions. Based on the experience of the deployed personnel over and above the minimum eligibility the monthly compensation can be reviewed on mutually agreed terms.

10. The bidder will be bound by the details furnished by him/ her to NPS Trust while submitting the tender or at subsequent stage. In case, any of such documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

11. The NPS Trust reserves right to terminate the contract at any time after giving a one month's notice to the selected Service Provider without assigning any reason and shall be under no obligation, whatsoever, to continue the contract.

12. Place of Duty, Working Hours and Punctuality:

(i) For outsourced resources:

- a. The personnel so deployed shall have to report for duty at the above places or a new location, in case there is change of office within NCR. No extra liability on this account will be borne by NPS Trust.
- b. The normal working hours of the NPS Trust will be from 09.30 a.m. to 6.00 p.m.
- c. The personnel deployed are expected to offer services from 09.30 A.M.to 06.00 P.M. on all working days (excluding ½ hr. lunch time). If need arises, the outsource staff shall have to sit late or attend the Office even on Saturday/Sunday/Gazette Holidays (as per work requirements). In case such a person is asked to work beyond 18:30 hrs., or on days when is office is closed he/she shall be entitled to a late sitting/overtime payment at double the rate of 1/8th of his/her daily wage as per hour of overtime.
- d. The formula for arriving at the no. of overtime hours beyond 18:30 hours is to be taken as under:
 - Up to First half an hour but not less than 15 minutes is to be treated as half hour and
 - There after every period not less than 15 minutes and up to half an hour is taken as half an hour. Ex: A person working for 2 hours and 15 minutes will get overtime allowance for 2½hours.
- 13. The manpower so deployed shall have to strictly adhere to punctuality with regard to office timings. Late arrivals, early departures and short leaves shall not be permitted in any manner. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, proportionate deduction of wages/ salary for one day will be made.

14. The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the NPS Trust, so that optimal services of the persons deployed by the agency could be availed without any disruption.

For security Guard: -

- a. The normal working hours of the NPS Trust will be of 8.30 Hours shift
- b. If need arises, the Security Guard staff shall have to sit late, In case such a person is asked to work beyond 9 hrs., he/she shall be entitled to a late sitting/overtime payment at double the rate of 1/8th of his/her daily wage as per hour of overtime.

Security Considerations: The persons deployed by the Service Provider should not have any adverse back ground. The agency shall verify the Police antecedents of the persons whom they are recommending. Any person deployed by the service provider shall not indulge in criminal act or shall not have criminal cases registered against him/her. The agency should make adequate enquiries about the character of such persons or later it is found otherwise, the services of the agency can be dispensed with.

- 15. The copies of appointment letter issued by the agency to the personnel deployed by the agency in the NPS Trust shall be provided to the NPS Trust for verification.
- 16. The Service Provider shall provide to the NPS Trust a list of all personnel so deployed with permanent and present address along with their latest photographs.
- 17. GeM contract specifies a separate provision on the same. Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value.
- 18. The service provider shall provide substitute well in advance if there is any probability of the staff deployed leaving the job of the agency due to his / her own personal reasons. The payment in respect of overlapping period of the substitute shall be the responsibility of the service provider.
- 19. It shall be responsibility of the Service Provider to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Service Provider has to ensure that all its employees deployed in NPS Trust invariably wear ID card during office hours.
- 20. The service provider shall provide two Sets of Uniform to support staff to his personnel at his own cost. The Service Provider will also ensure that the persons wear the uniform and keep it neat, clean and tidy.
- 21. The Service Provider shall provide pay slip duly indicating details of pay of all concerned details of statutory deduction from salary should be given to each employee while disbursement of pay. The Service Provider is responsible for timely remittance of such statutory dues deducted from the salary.
- 22. The Service Provider shall replace within twenty four hours any of its personnel, if they are

unacceptable to the NPS Trust because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving written notice from the NPS Trust. Notwithstanding the above, the NPS Trust shall have the right to ask to change/replace the personnel at any point of time without assigning any reason.

- 23. NPS Trust shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.
- 24. The Service Provider shall be responsible for any damages done to the property of the NPS Trust by the personnel so deployed. NPS Trust will be free to recover it from the security deposit given by the Service Provider or from any other dues or recover as per law.
- 25. The Service Provider's personnel working in the NPS Trust should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the NPS Trust. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 26. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- 27. GeM contract specifies a separate provision on the same. AS Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)- Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days.
- 28. The entire financial liability in respect of manpower services deployed in NPS Trust shall be that of the service provider and NPS Trust shall in no way be liable for the same.
- 29. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower deployed by it. There shall be no claim by such deployed persons of any employment in NPS Trust. The persons deployed by the service provider in the NPS Trust shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against NPS Trust.
- 30. The service provider shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act or any notifications passed there under and comply with the applicable labour laws in force and give an undertaking to that effect. It shall be the responsibility of the agency to ensure all labour law compliances with respect to the manpower deployed by it and shall keep NPS Trust indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc, arising out of the contract awarded in respect of the present tender. NPS Trust, at its discretion may provide wage revision to the staff deployed by the agency, over and above the minimum wages.
- 31. The service provider shall be solely responsible for the redressal of grievances if any of its staff deployed in NPS Trust. The NPS Trust shall, in no way, be responsible for settlement of such issues whatsoever.

- 32. The NPS Trust shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 33. GeM contract specifies a separate provision on the same AS The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
- 34. In case of termination of this contract on its expiry or otherwise, the staff deployed by the service provider shall not be entitled to and will have no claim for any absorption in the regular / otherwise cadres/posts in NPS Trust. There shall be no employer –employee relationship between the personal deployed by service provider and NPS Trust.

B. LEGAL

- 35. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
- 36. The service provider shall be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the persons deployed by them in NPS Trust. The NPS Trust shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts.
- 37. The service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to NPS Trust to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
- 38. The service provider shall maintain all statutory registers under the Law and submit periodical returns and statements. The Service Provider shall produce the same, on demand, to the concerned authorities and to NPS Trust or any other authority under Law.
- 39. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by NPS Trust.
- 40. In case, the service provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the NPS Trust is put to any loss / obligation, monetary or otherwise, the NPS Trust shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms or shall be entitled to recover the same by legal recourse.
- 41. The Service provider shall submit proof of deposit of PF/ESI and of other statutory dues, paid by it in respect of its staff, deployed in NPS Trust, which shall be a condition precedent for payment of its bills.

c. FINANCIAL

- 42. EMD of Rs. 50,000/- will be taken in the form as specified in the GeM portal. Exemption from submission of EMD will be given to MSMEs.
- 43. In case of breach of any terms and conditions as specified in the contract and signed between the parties, or it is found that the bidder(company) has submitted any forged/false documents as a part of tender process, even after selection of the bidder, the Performance Security Deposit of the Service Providers shall be liable to be forfeited by the NPS Trust besides, annulment of the contract and other legal recourse.
- 44. The Service Provider will be responsible for making the payment directly to the supplied manpower; since there may be occasional delay in releasing payment by NPS Trust to the Manpower Service Provider due to contingencies, payment of wages to the supplied manpower by service provider should not be linked with receiving of payment from NPS Trust and shall be independent.
- 45. GeM contract specifies a separate provision on the same. AS The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.
- 46. The NPS Trust reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.
- 47. Any delay or forbearance on the part of NPS Trust or any waiver of its rights or condonation of any acts, on the part of NPS Trust shall not be construed as a waiver of the obligations of the agency and it shall continue to be liable for all such acts or defaults.
- 48. The successful bidder who is awarded the contract shall be required to deposit a Performance Security Deposit @ 3% of the total value of the contract (GST extra) in the form of account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued from any of the commercial bank in India drawn in favour of National Pension System Trust, New Delhi covering the period of contract and 60 days beyond the contract period. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended / renewed by the successful service provider. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non deposit of PBG within the stipulated time shall render the contract invalid at the discretion of NPS Trust.
- 49. Once the NPS Trust notifies the successful bidder through GeM that its proposal has been accepted whereupon the successful bidder shall submit all original copies of the documents hitherto submitted as part of bid for verification of NPS Trust. After satisfactory perusal, the terms and conditions of provisions of service level agreement through GeM etc. shall be a binding as specified therein.

SECTION:III

REQUIREMENTS FOR MANPOWER TO BE DEPLOYED IN NPS Trust BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER

- 1. He / She should be above 18 years of age;
- 2. The approximate present requirement and the minimum eligibility criteria under different categories for the personnel to be deployed will be as under:-

Fixed wages:

S. No.	Designation	Essential Qualification	Minimum Experience (yrs)
1	Sr. Financial Analyst/ Sr. System Analyst	CA/MCA/MBA	6
2	Financial Analyst/ System Analyst	CA/MCA	1
3	Sr. Executive/ PS to CEO	МВА	3
4	Executive	МВА	1
5	Jr. Executive	Graduate	-
6	Office Assistant,	-	1

Minimum wages:

S. No.	Designation	Essential Qualification	Minimum Experience (yrs)
1	Pantry/Housekeeping Staff	-	0-3
2	Security Guard	-	0-3

3. His / her antecedents should have been verified by the agency from the local police authorities.

" Self declaration - (a) No blacklisting and (b) Authenticity of the documents submitted as part of this tender" (Part of Technical Bid) (Date) The General Manager, **NPS Trust** New Delhi Dear Sir/Madam, Reg: Tender for Selection of Man Power Service Provider for NPS Trust In response to the Tender Document for Selection of Manpower Service Provider for NPS Trust, 1/ We hereby declare that presently our Company/firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body. We further declare that presently our Company/firm_____ not blacklisted or debarred and not declared ineligible by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission for corrupt & fraudulent practices including violation of relevant labour laws. It is also declared that all the information provided as a part of this tender is true and all the documents submitted are authentic and in case any deficiency is found by the NPS Trust at a later date even after selection, NPS Trust may take due action as deemed fit in the circumstances including termination of the services/ contract/ agreement. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full, our Performance Bank Guarantee may be invoked by NPS Trust and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender. Thanking you, Yours faithfully,

Signatures____

Seal of the Organization_____

Place:

Date:





Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/4889002 Dated/दिनांक : 25-04-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिङ विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-05-2024 17:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-05-2024 17:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance	
Department Name/विभाग का नाम	Department Of Financial Services	
Organisation Name/संगठन का नाम	N/a	
Office Name/कार्यालय का नाम	Delhi	
ltem Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; PantryHousekeepingSecurity Guard , Manpower Outsourcing Services - Fixed Remuneration - Senior Executivejunior ExecutiveFinancial AnalystOffice Assistant; Administrative Operator or Office Assistant or Executive Assistant; As per ATC	
Contract Period/अनुबंध अविध	2 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	500 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	

Bid Details/बिंड विवरण	
Type of Bid/बिंड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	50000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy,/जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

Assistant Manager

National Pension System Trust, B-302, Tower-B, WTC, Nauroji Nagar, New Delhi-110029 (National Pension System Trust, New Delhi)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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- 1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years: Least 5 No. projects With Contract Value Not Less Than Rs 1 crore for each contract of providing manpower services to Central/ State Govt Depts/PSUs/ Autonomous Bodies in Last 3 Financial Years

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years: The Bidder should have executed at least 5 No. projects with supply of 30.No. of Manpower in each contract of providing Manpower Services To Central/ State Government Departments/ PSUs/ Autonomous Bodies In Last 3 Financial Years

Geographic Presence: Office registration certificate: Delhi / New Delhi or in National Capital Region

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages $Act: \frac{1714037480.pdf}{1}$

In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.: <a href="https://dx.ncbi.nlm.n

Scope of work & Job description: 1714038252.pdf

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue

10-05-2024 15:00:00	B-302, Tower-B, WTC, Nauroji Nagar, New Delhi-110029
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Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; PantryHousekeepingSecurity Guard (7)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values		
Core			
Skill Category	Unskilled		
Type of Function	Others		
List of Profiles	PantryHousekeepingSecurity Guard		
Educational Qualification	Not Required		
Specialization	Not Required		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
State	NA		
Zipcode	NA		
District	NA		
Addon(s)/एडऑन			
Additional Details/अतिरिक्त विवरण			
Title for Optional Allowances 1			
Title for Optional Allowances 2			
Title for Optional Allowances 3			
Designation	Pantry/Housekeeping/Security Guard		

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

Consignee S.No./क्र. सं. परेषिती/रिपोर्टिंग अधिकारी	r/ Address/ਧਗ	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Shubham Shaw	110029,NATIONAL PENSION SYSTEM TRUST, B-302, 3RD FLOOR, WTC BUILDING, NAUROJI NAGAR, NEW DELHI- 110029	7	 Minimum daily wage (INR) exclusive of GST: 673 Bonus (INR per day): 0 EDLI (INR per day): 2.88 EPF Admin Charge (INR per day): 0 Optional Allowances 1 (INR per day): 0 Optional Allowances 2 (INR per day): 0 Optional Allowances 3 (INR per day): 0 Estimated Number of Overtime Hours per Resource per Month: 0 Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST): 0 ESI (INR per day): 0 Provident Fund (INR per day): 0 Provident Fund (INR per day): 69.23 Number of working days in a month: 26 Tenure/ Duration of Employment (in months): 24

Manpower Outsourcing Services - Fixed Remuneration - Senior Executivejunior ExecutiveFinancial AnalystOffice Assistant; Administrative Operator Or Office Assistant Or Executive Assistant; As Per ATC (12)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Values		
Core		
Type of Function Senior Executivejunior ExecutiveFinancial AnalystOffice Assistant		

Specification	Values	
List of Profiles	Administrative Operator or Office Assistant or Executive Assistant	
Educational Qualification	As per ATC	
Specialization	As per ATC	
Post Graduation	Optional	
Specialization for PG	As per ATC	
Experience	As per ATC	
State	NA	
District	NA	
Zipcode	NA	
Addon(s)/एडऑन		
Additional Details/अतिरिक्त विवरण		
Designation Senior Executive/junior Executive/Financial Analyst/Office Assistant		

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती / रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Shubham Shaw	110029,NATIONAL PENSION SYSTEM TRUST, B-302, 3RD FLOOR, WTC BUILDING, NAUROJI NAGAR, NEW DELHI- 110029	12	Basic monthly pay (INR) exclusive of GST: 23082 Bonus (INR Monthly): 0 EDLI (INR Monthly): 75 EPF Admin Charges (INR Monthly): 75 Estimated Number of Overtime Hours per Resource per Month: 0 Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST): 0 Optional Allowances 1 (INR Monthly): 0 Optional Allowances 2 (INR Monthly): 0 Optional Allowances 3 (INR Monthly): 0 Provident Fund (INR Monthly): 1800 ESI (INR Monthly): 1800 ESI (INR Monthly): 0 Tenure/ Duration of Employment (In Months): 24

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

- 1. National Pension System Trust (NPS Trust) was established by PFRDA as per the provisions of the Indian Trusts Act of 1882 for taking care of the assets and funds under the NPS in the best interest of the subscribers. The powers, functions and duties of NPS Trust are laid down under the PFRDA (National Pension System Trust) Regulations 2015, besides the provisions of the Trust deed dated 27.02.2008. NPS Trust is the registered owner of all assets under the NPS architecture which is held for the benefit of the subscribers under NPS. The securities are purchased by Pension Funds on behalf of, and in the name of the Trustees, however individual NPS subscriber remain beneficial owner of the securities, assets and funds. NPS Trust under the NPS Trust regulations, is responsible for monitoring and evaluation of all operational and service level or investment management activities of pension funds, trustee bank, custodian and in respect of central recordkeeping agencies with respect to exits and withdrawals under National Pension System, in accordance with the provisions of the Act or the regulations made or guidelines or circulars issued by the Authority. NPS Trust also provides directions/advisory to abovementioned intermediaries for protecting the interest of subscribers and also for ensuring compliances etc. The website of NPS Trust is www.npstrust.org.in
- 1. The NPS Trust is presently located B-302, Tower-B, WTC, Nauroji Nagar, New Delhi-110029 and requires the services of reputed, well established and financially sound Service Providers to provide Manpower services purely on contractual basis.
- 2. The contract for providing the aforesaid manpower staff would continue for 02 years from the date of commencement of the contract/agreement. The period of the contract may be further extended beyond the original term, provided the requirement of the NPS Trust for deployment such manpower persists at that time. The contract may be curtailed/ terminated before the contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the NPS Trust's requirements etc. or as may be specified in the contract to be signed between the parties. The NPS Trust, however, reserves right toterminate this initial contract at any time after giving one month's notice to the selected Service Provider without assigning any reasons.
- 3. The validity period of the bid will be three months from the date of opening of tender documents, which may be extended by the bidders for such period as may be requested by NPS Trust. The biddersshall ensure that timelines are adhered to and any bids received later than the specified time anddate shall not be entertained.
- 4. Intermediaries registered with PFRDA are not eligible to participate in this tender process.
- 5. Any conditional bids received through GeM shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- 6. All eligibility conditions have to be satisfied on the date of submission of bid and not later.
- 7. The Competent Authority of the NPS Trust reserves the right to annul all bids or discontinue this tender process, without assigning any reason at any time prior to signing of agreement with the successful bidder.

- 8. This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the Manpower Service Provider described herein.
- 9. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Service Provider or be the sole basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information on the Service Provider. While this document has been prepared in good faith, neither NPS Trust, nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by NPS Trust and any of their officers or subscribers even if anyloss or damage is caused by any act or omission on the part of NPS Trust or any of their officers or subscribers, whether negligent or otherwise.
- 10. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of NPS Trust. NPS Trust and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement with successful bidder.
- 11. Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observations contained herein.
- 12. This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.
- 13. This document constitutes no form of commitment on the part of the NPS Trust. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposedManpower Service Provider selection process.
- 14. When any proposal is submitted pursuant to this RFP, it shall be presumed by NPS Trust that the bidder has fully ascertained and ensured about its eligibility to render service as a Manpower Service Provider, in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory prohibition or impediment to acting as such Manpower Service Provider and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.
- 15. NPS Trust reserves the right to vary/alter/amend the eligibility criteria for the Manpower Service Provider at any time, in its discretion, before the last date of submission of proposals.
- 16. The Service providers shall comply with and abide by such directions that NPS Trust may issue from time w.r.t the services being provided.
- 17. The proposal and all correspondence and documents shall be written in English.
- 18. The proposal shall be valid for a period of three months from the date of opening of proposals. A

proposal valid for a shorter period may be rejected as non-responsive.

- 19. Once the NPS Trust notifies the successful bidder **through GeM** that its proposal has been accepted whereupon the successful bidder shall submit all original copies of the documents hitherto submitted as part of bid for verification of NPS Trust. After satisfactory perusal, the terms and conditions of provisions of service **level agreement through GeM** etc. shall **be a binding as** specified therein.
- 20. Any matter relating to the appointment of Manpower Service Provider or the procedure for the appointment of Manpower Service Provider shall be governed by the Laws of Union of India. Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at New Delhi. Any dispute arising post award of contract shall be settled in accordance with the dispute resolution mechanism as stipulated in the contract to be entered into with successful bidder.

21. Place of Duty, Working Hours and Punctuality:

(i) For outsourced resources:

- a. The personnel so deployed shall have to report for duty at the above places or a new location, in case there is change of office within NCR. No extra liability on this account will be borne by NPS Trust.
- b. The normal working hours of the NPS Trust will be from 09.30 a.m. to 6.00 p.m.
- c. The personnel deployed are expected to offer services from 09.30 A.M.to 06.00 P.M. on all working days (excluding ½ hr. lunch time). If need arises, the outsource staff shall have to sit late or attend the Office even on Saturday/Sunday/Gazette Holidays (as per work requirements). In case such a person is asked to work beyond 18:30 hrs., or on days when is office is closed he/she shall be entitled to a late sitting/overtime payment at double the rate of 1/8th of his/her daily wage as per hour of overtime.
- d. The formula for arriving at the no. of overtime hours beyond 18:30 hours is to be taken as under:
 - Up to First half an hour but not less than 15 minutes is to be treated as half hour and
 - There after every period not less than 15 minutes and up to half an hour is taken as half an hour. Ex: A person working for 2 hours and 15 minutes will get overtime allowance for 2½hours.

For security Guard: -

- a. The normal working hours of the NPS Trust will be of 8.30 Hours shift
- b. If need arises, the Security Guard staff shall have to sit late, In case such a person is asked to work beyond 9 hrs., he/she shall be entitled to a late sitting/overtime payment at double the rate of $1/8^{th}$ of his/her daily wage as per hour of overtime.

- 22. The manpower so deployed shall have to strictly adhere to punctuality with regard to office timings. Late arrivals, early departures and short leaves shall not be permitted in any manner. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, proportionate deduction of wages/ salary for one day will be made.
- 23. The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the NPS Trust, so that optimal services of the persons deployed by the agency could be availed without any disruption.

RETENTION OF EXISTING RESOURCES

Senior Executive	05
Junior Executive	05
Financial Analyst	01
Office Assistant	01
Pantry/Housekeeping Staff	04
(Applicable Minimum Wages)	
Security Guard (Applicable Minimum Wages)	03