

F. No: D-24012/01/2021-Gen. II  
Government of India  
NITI Aayog

NITI Bhawan, Sansad Marg,  
New Delhi, Date: April 19<sup>th</sup>, 2022.

Tender Invitation Notice Number F. No. D-24012/01/2021-Gen. II dated 19.04.2022.

Tender for the services of Four (04) Female Telephone Console Operators

NITI Aayog invites online bids under the two bid system for entering into a contract agreement for availing the services of four (04) female telephone console operators for an initial period of two years from the date of award of contract. The contract may be extended for a further period of one year on the same terms and conditions, subject to satisfactory performance and approval of competent authority in NITI Aayog, provided the requirement still exists, at that time. The Tender Document may be seen at: <https://gem.gov.in> and <https://niti.gov.in>

**Brief Description:**

Title of the tender	Tender for the services of Four (04) Female Telephone Console Operators
Reference Number	Tender invitation Notice No. D-24012/01/2021-Gen II dated 19 <sup>th</sup> April, 2022
Tender Type	Contract Agreement
Work Description	Providing the services of Four (04) Female Telephone Console Operators to NITI Aayog.
Bid validity period	75 days from the last date for submission of bids.
Bid Security Declaration	120 days
Validity	
Type of Bidding	Two Bid System
Method for Participation	Online through <a href="https://gem.gov.in">https://gem.gov.in</a>
Pre-Qualification	As per eligibility criteria conditions stipulated in the tender document
Tender Value	Rs.12.00 lakhs per annum approximately
Performance Security	3% of total contract value
Last date & time for Submission	5 PM on 13.05.2022
Technical Bid Opening	3 PM on 18.05.2022
Financial Bid Opening	3 PM on 24.05.2022 (Tentative)
Successful Bidder	After completion of selection process, successful Bidder will be issued a Letter of Intent.
Acceptance of contract and submission of Performance Security	After receiving letter of intent, the successful bidder will convey his acceptance and submit Bank Guarantee/Insurance Surety Bonds/Demand Draft/FDR of value of 3% of total contract value towards Performance Security.
Signing of contract Agreement	The contract agreement will be signed after receipt of Performance Security.

(Niraj Singh)  
Under Secretary to the Govt. of India  
Tel: 23042509

**1. General Information:**

- i. **PLEASE READ THE COMPLETE TENDER DOCUMENT CAREFULLY BEFORE SUBMISSION OF BID.**
- ii. NITI Aayog invites online bids under the two bids system for entering into a rate contract agreement for availing the services of four (04) female telephone console operators for an initial period of two years from the date of award of contract. The contract may be extended for a further period of one year on the same terms and conditions, subject to satisfactory performance and approval of competent authority in NITI Aayog, provided the requirement still exists, at that time.
- iii. The tender should be submitted online in the prescribed two bid system, i.e., Technical Bid and Financial Bid, as per performa given at **Annexures-I and II** of the tender document, respectively.
- iv. **Bid Security Declaration:** Each bidding firm will have to submit a Bid Security Declaration that it will not withdraw or modify its bid during the bid security period. If a bidding firm withdraws or modifies its bid during the bid security period or if it fails to sign the contract or submit the Contract Performance Security Deposit after award of contract, the bidding firm shall be blacklisted and debarred from participating in any bid/tender floated by NITI Aayog for a period of three (03) years from the date of such orders from NITI Aayog. The Bid Security Declaration should be valid for One Hundred and Twenty (120) days from the last date of submission of bids.
- v. The tender will be opened by the Tender Opening Committee (TOC) of NITI Aayog.
- vi. Only one authorized representative of each bidder will be permitted to attend tender opening in NITI Aayog.
- vii. NITI Aayog reserves the right to reject any time/stage or relax/ amend/ withdraw any term and conditions of the tender document without assigning any reason thereof.
- viii. The successful bidders will be informed in writing and his consent for acceptance for the contract will be sought in writing.
- ix. No enquiries will be entertained after submission of bids. The detailed tender document may be downloaded from:

**<https://gem.gov.in>**

**or**

**<https://niti.gov.in>**

- xii. The Technical and Financial Bids must be submitted through GeM Portal online. No physical bids shall be accepted.
- xiii. Any corrigendum, if issued, will also be available on the above URLs.
- xiv. The technical and financial bids should be filled on company letter head, as per format given at **Annexures-I and II** of the tender document, respectively. After filling the form, it should be signed by the authorized signatory and company seal affixed on the technical and financial bids. After that scanned copies of the bids along with all supporting documents should be uploaded on the GeM portal.
- xv. Conditional, Optional bids or NIL Bids will not to be entertained and will be summarily rejected.
- xvi. NITI Aayog reserves the right to reject any/all bids without assigning any reason thereof.

## **2. Background**

NITI Aayog has strength of approximately 1000 employees and 1200 telephone lines. The telephone exchange installed in NITI Aayog facilitates intra-communication of the employees as well as to receive and make calls outside NITI Aayog. The telephone operators assist people calling from outside in connecting them to the officers in NITI Aayog. They also assist in intra-communication of NITI Aayog employees within the office.

## **3. Purpose**

NITI Aayog seeks to enter into a contract agreement for providing the services of four (04) female telephone console operators for an initial period of two years from the date of award of contract. The contract may be extended for a further period of one year on the same terms and conditions, subject to satisfactory performance and mutual consent, provided the requirement still exists, at that time.

## **4. Scope of work**

The Telephone Operators will be required to: (a) receive all incoming telephone calls and forward them to the desired Extension numbers. (b) provide assistance to officers of NITI Aayog for internal telephonic conversations.

## **5. Submission of technical bid (Annexure-I)**

The technical bid should be filled on company letter head, as per format given at Annexures-I of the tender document. After filling the form, it should be signed by the authorized signatory and company seal affixed on it. After that, scanned copies of the technical bid along with all supporting documents should be uploaded on the GeM portal. The list of supporting document may be seen at **Annexure-V**.

## **6. Submission of financial bid (Annexure-II)**

The financial bid should be filled on company letter head, as per format given at Annexures-II of the tender document. After filling the form, it should be signed by the authorized signatory and company seal affixed on it. After that, scanned copy of the financial bid should be uploaded on the GeM portal. The list of supporting documents may be seen at **Annexure-V**.

- 7. Bid Security Declaration:** Each bidding firm will have to submit a Bid Security Declaration that it will not withdraw or modify its bid during the bid security period. If a bidding firm withdraws or modifies its bid during the bid security period or if it fails to sign the contract or submit the Contract Performance Security Deposit after award of contract, the bidding firm shall be blacklisted and debarred from participating in any bid/tender floated by NITI Aayog for a period of three (03) years from the date of such orders from NITI Aayog. The Bid Security Declaration should be valid for One Hundred and Twenty (120) days from the last date of submission of bids.

8. **Instruction, terms and conditions (Eligibility Criteria):**
- i. The bidder should have an office in Delhi/Gurugram/Noida.
  - ii. Conditional, Optional bids or NIL Bids will not to be entertained and will be summarily rejected.
  - iii. The bidder should have all statuary registrations, viz., registration of company, PAN, GST, ESI, EPF, etc.
  - iv. The bidder will furnish a certificate of undertaking as per format at **Annexure-III** of the tender document.
  - v. One bidder can submit only one bid.
  - vi. The Bidder must have an average annual turnover of at least Rs.3 Lakhs (Rupees Three Lakhs only) in the last three financial years ending 31/03/2022. Start-Ups/MSME/NSIC firms are exempted under this category subject to submission of relevant Start-Up/MSME/NSIC Certificate. The ITRs of the last three financial years must be attached.
  - vii. The bidding firm must have executed at least 1 similar assignment of minimum value of 80% of total contract value i.e., Rs.9,60,000/- (Rupees Nine Lakh Sixty thousand Only) for any Central / State Government Organization/ Ministry/ Department / PSU in the last 7 years before 31/3/2022. Similar works implies providing the services of Telephone Console Operators. Start-Ups/MSME/NSIC firms are exempted under this category subject to submission of relevant Start-Up/MSME/NSIC Certificate. The Work Order and Work Completion Certificate issued by the Government Ministry/Department concerned must be attached.
  - viii. The bid should be in the prescribed format. The address and other particulars should be complete in all respect.
  - ix. All cuttings and overwriting in the bid should be authenticated by the initials of authorized signatory.
  - x. Bids other than online bids received on the Govt. of India's GeM (Government-e-Marketplace) portal will not be accepted.
  - xi. **Bid Security Declaration:** Each bidding firm will have to submit a Bid Security Declaration that it will not withdraw or modify its bid during the bid security period. If a bidding firm withdraws or modifies its bid during the bid security period or if it fails to sign the contract or submit the Contract Performance Security Deposit after award of contract, the bidding firm shall be blacklisted and debarred from participating in any bid/tender floated by NITI Aayog for a period of three (03) years from the date of such orders from NITI Aayog. The Bid Security Declaration should be valid for One Hundred and Twenty (120) days from the last date of submission of bids.
  - xii. The bid will be valid for a period of 75 days from the last date for submission of bids.
  - xiii. Enquiry after submission of bids will not be entertained.
  - xiv. NITI Aayog will enter into a contract agreement for availing the services of four female telephone console operators for an initial period of two years, from the date of award of contract. The contract may be extended, for a further period of one year on the same terms and conditions, subject to satisfactory performance and approval of competent authority in NITI Aayog, and if the requirement still exists, at that time.
  - xv. The successful bidder shall deposit a bank guarantee of value of 3% of total contract value towards Performance Security.
  - xvi. The Performance Security should be valid for a period of 02 years and 60 days from the date of acceptance of contract by the successful bidder.
  - xvii. The Performance Security will be released after satisfactory conclusion of the contract and all contractual obligations.
  - xviii. NITI Aayog will have the right to forfeit the Performance Security Amount in full or in part to recover any loss that may have been caused by the contractor or to recover



- the cost that NITI Aayog had to pay to another party due to inability of the contractor to provide the service.
- xix. After award of the contract, all payments will be made through RTGS only.
- xx. NITI Aayog will have the right to terminate the contract at any time by giving one month's notice.
- xi. The terms and conditions of the tender document shall apply to the extent that provisions in other parts of the document do not supersede them. For interpretation of any terms and conditions in the tender document or contract agreement, the interpretation of NITI Aayog shall be final and binding on the bidders.
- xxii. NITI Aayog will not be under any obligation to accept the lowest tender/tenders.
- xxiii. NITI Aayog reserves the right to reject any/all the tenders without assigning any reasons whatsoever.
- xxiv. Before the last date for submission of bids, NITI Aayog may modify the bidding document by issuing addendum/corrigendum.
- xxv. Addendum(s)/corrigendum, if any, will be posted on the GeM portal and NITI website.
- xxvi. **IMPORTANT:** if asked by NITI Aayog, the bidder will be obliged to produce original copy of any/all of the supporting document(s) for verification by NITI Aayog.
- xxvii. **IMPORTANT:** The financial bids will be opened of those bidders who qualify technical bids only.
- xxviii. **IMPORTANT:** only a single authorized signatory should sign the technical bid/ financial bid, certificate of undertaking and all supporting documents.
- xxix. The Telephone Operators should be conversant in spoken English and Hindi and have good communication skills.
- xxx. Proof of the educational qualification, English/Hindi speaking, computer knowledge, other related skills, etc. of the operators will be required to be submitted by the bidder at the time of opening of financial bids.
- xxxi. For the purpose of keeping record, the contractor will provide complete details of the telephone operators on his company's letterhead, i.e., Name of the Telephone Operator, Father/Husband's name, residential address, mobile contact number, Aadhar Number, Date of Birth, Educational Qualification, etc.
- xxxii. All the telephone operators should have a Police Verification Certificate, before being deployed in NITI Aayog. It will be the responsibility of the contractor to get the Police Verification done.
- xxxiii. They should have computer operating skills.
- xxxiv. The quoted rates should not be less than the Minimum Rates of Wages for Clerical and non-technical supervisory staff, i.e., Matriculate but not Graduates as on 11.11.2021 as notified by the Department of Labour, Govt. of NCT of Delhi, or any subsequent Notification issued by the Department of Labour, Govt. of NCT of Delhi.
- xxxv. The minimum wages will be increased, as and when Govt. of NCT of Delhi issues Notification in this regard. It will be responsibility of the contractor to provide a copy of the Notification on time to NITI Aayog as and when it is issued, for the purpose of revision of wages.
- xxxvi. It will be the responsibility of the contractor to ensure that the ESI and EPF contributions are deposited timely.
- xxxvii. The contractor has to submit proof of depositing the ESI and EPF contributions on a monthly basis alongwith the bills. Bills without such proofs will not be accepted.
- xxxviii. The telephone operators will observe office timings of 9.00 A.M. to 5.30 P.M. on all working days.
- xxxix. They will be required to get themselves registered for Aadhar Based biometric attendance system.
- xl. NITI Aayog will verify the attendance of telephone operators on monthly basis before processing contractor's bill.



- xli. Payment of wages will be based on the attendance of the operators. Proportionate amount will be deducted for the period of absence of the operator(s).
- xlii. The contractor will ensure that none of the operators develop a habit of absenting from duty frequently. If any of such incidents comes to the notice of NITI Aayog, the contractor will be informed and he will have to arrange for a suitable replacement within 15 day's time.
- xliii. If at any point of time a telephone operator has to proceed on more than five days leave, the contractor must provide a substitute for the period of absence of the regular operator.
- xliv. The contractor will indicate the name of one of the telephone operators who will act as a supervisor.
- xlv. The telephone operators may sometimes be required to attend office on a public holiday or perform duty beyond normal office hours.
- xlvi. For all intents and purposes the contractor will be the employer within the meaning of different labour Laws applicable, in respect of the staff deployed by the contractor in NITI Aayog.
- li. The telephone operators will not have any claim of permanent employment in NITI Aayog.
- lii. The contractor will be solely responsible for the redress of the grievances, resolution of disputes of the telephone operators deployed in NITI Aayog.
- liii. NITI Aayog will not be responsible for any financial loss to any person deployed by the contractor in NITI Aayog.
- liv. The telephone operators will not claim and will not be entitled to any perks or other facilities admissible to the employees of the NITI Aayog.
- lv. In case of expiry of the contract or pre-mature termination of the contract, persons deployed by the contractor in NITI Aayog will not be entitled or will not have any claim for retention/absorption in any capacity in NITI Aayog.
- lvii. The contractor will be responsible for compliance of all statutory provisions relating to payment of minimum wages, ESI and EPF contributions, etc., in respect of the telephone operators deployed by him in NITI Aayog.
- lviii. The contractor will be solely responsible for payment of wages, other dues, compliance of all labour laws, welfare schemes etc. in respect of the telephone operators.
- lix. The contractor will maintain all statutory registers under the law.
- lx. If the successful bidder fails to deploy the workers within the 15 days of signing the contract the bidding firm shall be blacklisted and debarred from participating in any bid/tender floated by NITI Aayog for a period of three (03) years from the date of such orders from NITI Aayog.

#### **9. Eligibility criteria conditions:**

- i. The bidder should have an office in Delhi/Gurugram/Noida.
- ii. The bid should be unconditional. Conditional, Optional bids or NIL Bids will not be entertained and will be summarily rejected.
- iii. The bidder should have all statutory registrations, viz., registration of company, PAN, GST, ESI, EPF, etc.
- iv. The bidder will give a certificate of undertaking as per format at Annexure-III of the tender document.
- v. One bidder can submit only one bid.
- vi. The Bidder must have an average annual turnover of at least Rs.3 Lakhs (Rupees Three Lakhs only) in the last three financial years ending 31/03/2022. Start-Ups/MSME/NSIC firms are exempted under this category subject to submission of

*(Signature)*

relevant Start-Up/MSME/NSIC Certificate. The ITRs of the last three financial years must be attached.

- vii. The bidding firm must have executed at least 1 similar assignment of minimum value of 80% of total contract value i.e., Rs.9,60,000/- (Rupees Nine Lakh Sixty thousand Only) for any Central / State Government Organization/ Ministry/ Department / PSU in the last 7 years before 31/3/2022. Similar works implies providing the services of Telephone Console Operators. Start-Ups/MSME/NSIC firms are exempted under this category subject to submission of relevant Start-Up/MSME/NSIC Certificate. The Work Order and Work Completion Certificate issued by the Government Ministry/Department concerned must be attached.
- viii. The bid should be in the prescribed format.
- ix. The address and other particulars should be complete in all respect.
- x. All cuttings and overwriting in the bid should be authenticated by the initials of authorized signatory.
- xi. Bid Security Declaration: Each bidding firm will have to submit a Bid Security Declaration that it will not withdraw or modify its bid during the bid security period. If a bidding firm withdraws or modifies its bid during the bid security period or if it fails to sign the contract or submit the Contract Performance Security Deposit after award of contract, the bidding firm shall be blacklisted and debarred from participating in any bid/tender floated by NITI Aayog for a period of three (03) years from the date of such orders from NITI Aayog. The Bid Security Declaration should be valid for One Hundred and Twenty (120) days from the last date of submission of bids.
- xii. The quoted rates should not be less than the Minimum Rates of Wages for Clerical and non-technical supervisory staff, i.e., Matriculates but not Graduates as on 11.11.2021 as notified by the Department of Labour, Govt. of NCT of Delhi. or any subsequent Notification issued by the Department of Labour, Govt. of NCT of Delhi. If the financial bid of any bidder is found less than the minimum wages, as applicable from time to time, at the time of opening of financial bids, the same shall be rejected irrespective of the result of technical evaluation.

#### **10. Submission of bid:**

13.05.2022



- i. The bid should be submitted online latest by 5 PM on 13.05.2022.
- ii. The bid should be unconditional. Conditional, Optional bids or NIL Bids will not be entertained and will be summarily rejected
- iii. Each bidder can only submit one bid.
- iv. The bid should be in the prescribed format.
- v. The address and other particulars as sought in bid should be complete in all prospects.
- vi. Enquiry after submission of bid will not be entertained.
- vii. The quoted rates should not be less than the Minimum Rates of Wages for Clerical and non-technical supervisory staff, i.e., Matriculate but not Graduate as on 11.11.2021 as notified by the Department of Labour, Govt. of NCT of Delhi, or any subsequent Notification issued by the Department of Labour, Govt. of NCT of Delhi.
- viii. Only a single authorized signatory should sign the technical bid/financial bid, certificate of undertaking and all supporting documents.
- ix. If asked by NITI Aayog, the bidder will be obliged to produce original copy of any/all of the supporting document(s) for verification by NITI Aayog.

#### **11. Validity of Tender:**

The bid will be valid for a period of 75 days and Bid Security Declaration validity is 120 days from the last date for submission of bids.

**12. Undertaking:**

The bidder will give a certificate of undertaking as per format at **Annexure-III**. Further, submission of the bid will be deemed to be an acceptance of all the terms, conditions and instructions laid down by NITI Aayog and will be binding of the successful bidder, immediately upon entering into the contract. Any bid received without the undertaking will be rejected.

**13. Opening of Technical/ Financial Bid:**

- i. The Technical/Financial Bid will be opened by the Tender Opening Committee of NITI Aayog.
- ii. Financial Bids of only those bidders will be opened, whose Technical bids are found eligible.

**14. Technical Bid evaluation:**

- i. The bidder (one representative per bid) may witness the online Technical Bid opening by the Tender Opening Committee of NITI Aayog.
- ii. The bidder should submit self-attested copies of all supporting documents, as mentioned in Annexure-IV, failing which the bid will be summarily rejected. Further evaluation of bid will be done only in cases where all the required supporting documents have been attached.
- iii. The Technical Bids will be evaluated by the Tender Evaluation Committee.
- iv. Scores will be assigned to each technical bid on the basis of below given parameters:

Items/Particulars	Max Marks
1. Complete information required in the Technical Bid form.	20
2. Submission of all supporting documents.	20
3. Number of years of experience. If Experience>05 then 20 marks If 5>=Exp>3 then 16 marks If Exp<=3 then 12 marks	20
4. Annual avg. Turn-Over ( for three years) If 8 Lakh or more then 20 marks If 3-8 lakhs then 16 marks Less than 3 lakhs 12 marks	20
5. Number of Government Departments where currently providing services. More than 5 then 20 marks If 2-5 then 16 marks Less than 2 then 12 marks	20
6. Total	100

- (Signature)*
- v. The bidders who score 75% or more in the Technical Evaluation shall be considered eligible for opening of their Financial Bids.
  - vi. The bidders who qualify in the Technical round shall be informed about the date and time for opening of Financial Bid.

**15. Financial Bid evaluation:**

- i. The Financial Bids of only those bidders who have score minimum 75% marks in the Technical Evaluation will be opened.

- ii. The date and time for opening of the Financial Bid will be informed to the qualified bidders.
- iii. The service charges quoted by the bidder should not be unrealistic.
- iv. Applicable taxes (GST) should be indicated separately.
- v. There should be no overwriting in the Financial Bid proforma.
- vi. The total rates for the services of four telephone operators given in column nos: 4 and 5 of **Annexure-II** will be considered for assigning financial score.

**16. Selection of successful bidder:**

The technical eligible bidder who quotes minimum rates in the financial bid will be declared as the L-1 bidder or successful bidder.

**17. Issue of Letter of Intent, Award of Contract Letter and signing of contract agreement.**

- i. After completion of the selection process, NITI Aayog will issue a Letter of Intent to the successful bidder. The successful bidder has to convey his acceptance in writing within 07 working days from the date of receipt of the letter.
- ii. NITI Aayog will then issue an Award of Contract Letter and 2 copies of Contract Agreement. The successful bidder has to sign both the copies of the Contract Agreement and forward it to NITI Aayog alongwith the Performance Security amount of 3% of total contract value in the form of Bank Guarantee/Insurance Surety Bonds/Demand Draft/FDR within 07 working days period. NITI Aayog will return one copy of the rate contract agreement to the Successful Bidder after it is signed by the competent authority of NITI Aayog.
- iii. 07 days will be excluding Saturdays, Sundays and Gazetted Holidays.

**18. Validity of Contract Agreement**

The contract agreement will initially be valid for a period of two years from the date of signing the Contract Agreement and submission of Performance Security. If the Contract is extended, the Contract Agreement will be extended for a further period of one year on the same terms and conditions, which will be subject to the satisfactory performance of the service provider and approval of the competent authority in NITI Aayog, and if the requirement still exists.

**19. Liquidated Damages**

- i. In the event of the Contractor's withdrawal from the contract prematurely, NITI Aayog may, without prejudice to his other rights under the contract, recover from the contractor the entire amount that had to pay to another agency/service provider for getting the services, as liquidated damages. This may be recovered in part or full from the Performance Security Amount.

**20. Risk Purchase Clause**

- i. If the contractor fails to abide by the terms and conditions stipulated in the tender document or fails to abide by the terms and conditions of the contract, or fails to provide satisfactory services or at any time repudiates the contract, NITI Aayog will have the right to:
  - a. Recover the cost/loss from the Performance Guarantee Amount.
  - b. Recover the entire cost, if the services were obtained through source(s) other than the contractor.

## **21. Force Majeure after award of contract**

- i. For the purpose of the contract "Force Majeure" means an event which is beyond the reasonable control of NITI Aayog, 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 NITI Aayog's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, any act of terrorism, storm, flood, quarantine 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 NITI Aayog invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of the Contractor or by or of such Contractor's or agents or employees, nor (ii) any event which a diligent Contractor could reasonably have 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.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

## **22. Measures to be taken**

The Contractor affected by an event of Force Majeure shall continue to perform his 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.

## **23. Suspensions**

NITI Aayog may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of his obligations under the Contract, including the carrying out of the services, provided that such notice of suspension shall specify the nature of the failure.

## **24. Termination**

NITI Aayog may at its sole discretion and for any reason(s) whatsoever, decide to terminate the Contract. In such an event NITI Aayog will give in writing one month's Notice to the Contractor and terminate the contract.

## **25. Cessation of services**

- i. Upon termination of the Contract by notice of either party to the other, 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 and shall make every reasonable effort to safeguard the interests of NITI Aayog.
- ii. Handover the equipment in proper working condition.

## **26. Arbitration**

- i. Any controversy or dispute arising out of the contract shall be referred to the sole arbitration of Adviser (Admn.) or any Joint Secretary level officer of NITI Aayog, New Delhi or to any officer nominated by him / her. There shall be no bar to the reference of dispute to the arbitration by such officer as nominated by the competent authority even though the said officer as an employee of NITI Aayog might have dealt

with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter earlier is originally referred to is transferred or vacates his office or is unable to act for any reasons, the Joint Secretary level officer shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference, from the stage at which it was left by his predecessor. The decision of the Adviser (Admn.) or the officer nominated by him shall be final and binding on both the parties, i.e., the Contractor and NITI Aayog. The arbitration proceedings shall be held in NITI Aayog, New Delhi. The time limit for filing for arbitration is 60 days from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no arbitration. The place of settlement of disputes shall be Delhi. In the case of settlement of dispute in the court of law, it will be in the jurisdiction of the Hon'ble Court at Delhi.

- ii. Subject to the above, the provisions of the Arbitration Act, 1996 or any statutory modification on enactment thereof and rules made thereunder and for the time being in force, shall apply to arbitration proceedings under this clause.
- iii. The Arbitrator may from time to time extend the time for making and publishing the award. He may do so without any need for obtaining the consent of the parties to the dispute.

## 27. Taxes

It is mandatory for the contractor to comply with all tax related norms.

*A. Singh*

**Technical Bid Form**

The Technical Bid should be filled on company letter head as per format given below. After filling up the form, it should be signed and company seal affixed and a scanned copy should be uploaded on the Government of India's GeM portal along with all supporting documents. The list of supporting documents may be seen at Annexure-V.

1.	Name of the Bidder	
2.	Company Registration number	
3.	Address	
4.	Telephone / Fax Number(s)	
5.	Web address, if any	
6.	GST Registration No	
7.	PAN Number/TIN/TAN Number	
8.	Name of Bank and Branch	
9.	Bid Security Declaration	Attached duly signed Bid Security declaration (undertaking)
10.	Contact particulars of Key Contact Person(s) with their following particulars	
11.	Name and designation	
12.	Mobile Number(s)	
13.	Email id	
14.	The annual avg. turnover for the past 03 years	Provide value and Attach proof
15.	Company profile.	Attach Copy
16.	The bidder should have experience of providing similar service in Ministries/ Departments/PSUs/Govt. of Delhi for the past 3 years or more.	Attach work order / contract letters/ work completion certificates
17.	Signature ..... Name ..... Designation..... Company Seal.....	

**Financial Bid Form**

The Financial Bid should be filled on company letter head as per format given below. After filling up the form, it should be signed and company seal affixed and a scanned copy should be uploaded on the Government of India's GeM portal along with all supporting documents. The list of all supporting documents may be seen at Annexure-V.

	Per Month Per Operator (Rs.)	Per month for three operators (Rs.)
1. Wages		
2. Service Charges		
3. GST		
4. Total in figures		
5. Total in words		

**Note:** The quoted rates should not be less than the Minimum Rates of Wages for Clerical and non-technical supervisory staff, i.e., Matriculates but not Graduates as on 11.11.2021 as notified by the Department of Labour, Govt. of NCT of Delhi, or any subsequent Notification issued by the Department of Labour, Govt. of NCT of Delhi.

**Note II:** bidders who qualify the technical round will be informed of the same and the date of submission of Financial Bids.

Date:

Signature:

Place:

Full Name:

Company's Seal:

Address of the Bidder	Date of Submission	Signature of Bidder
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I, the undersigned, being a citizen of India and having the right to vote, do hereby declare that I have read and understood the terms and conditions of the tender document and that I am bidding for the same in my capacity as a citizen of India and that I am not a foreigner.

Address of the Bidder	Date of Submission	Signature of Bidder
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**Annexure-III**

**Certificate of Undertaking**

(To be given in the below given format on company letterhead with company seal and signature of authorised signatory. To be scanned and uploaded with the technical bid. Original to be submitted when qualified for financial bid opening)

I/We .....  
(Name of the bidder / company with complete address)

hereby certify that:

I/we have read and fully understood all the terms and conditions laid down in the tender document as well as all other information / requirement detailed in the tender document.

I/We will abide by all the terms and conditions of the contract.

I/we have an office in Delhi/NCR region, whose address is

.....  
.....  
.....

I/we have ..... number of staff members in our company.

I/We have ..... years of experience of providing telephone console operators.

*(Signature)*  
I am/We are currently providing the service of telephone console operators in the following Ministries/ Departments.

Sl. No.	Name of Ministry/Department/PSU	Providing service since (year)

My/Our company has not been blacklisted by any Ministries/Departments/PSUs, etc.

If asked for by NITI Aayog, I/We undertake to produce original copy of any/all of the supporting document(s) for verification by NITI Aayog.

Signature	
Name	
Designation	
Company Seal	
Date	
Place	

**Bid Security Declaration**

To  
Under Secretary (Gen-II)  
NITI Aayog,  
Sansad Marg  
New Delhi-110001

Reference:

(1) Tender Document No. \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/2022 of NITI Aayog.

Sir,

I/We , ..... irrevocably declare as under:

I/We understand that, as per the Terms & Conditions of the tender document, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

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

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We withdraw or unilaterally modify/amend/revise, my/our Bid during the bid validity period specified in the tender document.
- 3) On acceptance of our bid by NITI Aayog, I/we fail to deposit the prescribed Security Deposit or fail to execute the agreement or fail to commence/execute the work in accordance with the terms and conditions and within the specified time.

  
Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

**List of Supporting Documents to be uploaded with the Technical Bid**

All the below given documents have to be signed, company seal affixed, scanned & uploaded along with technical bid.

1. Registration Certificate of Company
2. Proof of Address
3. GST Certificate
4. Pan Card Copy
5. Proof of minimum experience of past 3 years in Ministries/Departments/PSUs/Delhi Govt.
6. Bid Security Declaration (undertaking)
7. Proof of exemption from depositing EMD, if applicable.
8. Certificate of Undertaking. (Original to be given before opening of Financial Bid).
9. Proof of Bank Account of the company.
10. Proof of Name and Designation of bidder.
11. Company profile.
12. Proof of annual avg. turnover for the past 03 years.

*S. Singh*