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(Tender/Bid Document)

No: NSKFDC/IT/DAKSH/SoftwareApplication/2022/878 Dated :14.09.2022

1. ABOUT NSKFDC

National Safai Karamcharis Finance and Development Corporation (NSKFDC), a Government of India Undertaking under the aegis of Ministry of Social Justice & Empowerment. NSKFDC was incorporated on 24 January, 1997 under Section 8 of Companies Act 2013 (earlier Section 25 of the Companies Act, 1956) as a Company not for profit for all round socio-economic upliftment of the SafaiKaramcharis, Manual Scavengers and their dependants throughout India.

2. TENDER/BID OBJECTIVE

NSKFDC on behalf of CPSE's under DoSJE invites tender under Two Bid System i.e. Technical Bid and Financial Bid from experienced and reputed Companies/Firms/Agencies empanelled with NICSI for providing IT manpower (Developers etc.) as detailed in this document.

The IT manpower will be required to work under the supervision of officials of NSKFDC or other officials authorized by NSKFDC.

3. IMPORTANT DATES

S.N.	Activity	Time Line
1	Issue of clarifications/corrigendum by NSKFDC	19 th Sept 2022
2	Last Date & Time for Receipt of Bids	28 th Sept 2022, 1700 hrs
3	Date and Time of Opening of	29 th Sept 2022, 1130 hrs

	Technical Bids	
4		Post completion of technical evaluation, date would be communicated separately to bidder.

For any further announcement(s), please visit NSKFDC website i.e. www.nskfdc.nic.in

4. SCOPE OF WORK, Requirement

The scope of work covers development and subsequent maintenance of web based Skill Development Training programme software.

The broad scope of work shall have the following stages:-

- i) Design/ Develop / Customize and deliver the Solution as per NSKFDC's requirement
- ii) Unit Testing of developed workflow.
- iii) Provide Support for User Acceptance Testing
- iv) Deploy the Solution on the designated central server
- v) Provide End User Training to various stakeholders and create user manuals.

The contract for supply of above mentioned manpower initially will be given for one year from the date of order issued by this office for supply of IT manpower after selecting the personnel on the basis of test/ interview. The period of the contract may be further extended provided the requirement of NSKFDC for the above manpower persists at that time, or, may be curtailed/ terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or cessation of requirements.

The Corporation has initial requirement of a Senior Developer/Senior Programmer and a Developer/Programmer well conversant with technologies as specified in the technical qualifications of each manpower. The requirement of the Corporation may increase or decrease during the initial period of contract.

5. TECHNICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL BIDDER

He/ She should possess qualification and experience as mentioned below and should be between age group of 23 years to 35 years.

SENIOR PROGRAMMER:

Technical Qualification

a) MCA / (BE / B.Tech with specialization in computers/ IT) or equivalent OR

M.Sc. in Computer Science/IT

 b) Experience of 5+ years as a programmer in software development using PHP, CodeIgniter, MySQL, React, JQuery.

PROGRAMMER:

Technical Qualification

c) MCA / (BE / B.Tech with specialization in computers/ IT) or equivalent OR

M.Sc. in Computer Science/IT

 d) Experience of 3+ years as a programmer in software development using PHP, CodeIgniter, MySQL, React, JQuery.

6. ELIGIBILITY CRITERIA/DOCUMENTS TO BE SUBMITTED:

- Only those vendors who are already <u>empanelled with NICSI</u> are eligible to bid for this tender.
- Should have provided manpower to at least three entities in last 3 years in the Government Sector, Public Sector and or reputed Private Sector Enterprises with atleast having an order value of 10 Lakhs covering development activities. A brief write up about the project along with client reference / contact details.

- An authorization letter from the bidder must be enclosed with the bid certifying that the person who signed the bid is an authorized person to sign on behalf of the bidder.
- Tender fees as prescribed at per para 7 below.
- EMD as defined at para 8 below.

Note : Non-submission of documents as prescribed above is liable in categorization of the bid as non-responsive.

7. TENDER Fee:

Tender document may be downloaded from the website www.nskfdc.nic.in /www.nbcfdc.gov.in/ www.nsfdc.nic.in or CPPP. A demand draft of <u>Rs.1000/-</u> from any commercial bank drawn in favour of "<u>NSKFDC</u>" payable at New Delhi shall be submitted along with the bid and it is non-refundable.

The bidders registered with NSIC, are exempted for payment of tender fee, if they produce a valid certificate.

8. EMD:

Subject to compliance of response submission process, the intending bidders should pay along with bids an Earnest Money Deposit of **Rs. 25,000/-** The EMD shall be paid by Demand Draft from any commercial bank in favour of "<u>NSKFDC</u>" payable at New Delhi. The EMD will not carry any interest.

The bidders registered with NSIC, are exempt for payment of EMD, if they produce a valid certificate.

The EMD submitted by the bidder will be forfeited if:

- The bidder withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender. Further, if successful tenderer fails to accept the LOI furnish the required performance security within the specified period, EMD will be forfeited
- The bidder withdraws his bid after processing but before acceptance of award of contract issued by NSKFDC

- The bidder violates any of the provisions of the terms and conditions of the tender specifications
- Final decision on EMD forfeiture will rest with the Competent Authority of NSKFDC

The EMD will be refunded to:

- The successful bidder, after supply of Manpower and successful completion of the LoA period.
- The unsuccessful bidders, only after acceptance of award of contract by the selected bidder or in case of cancellation of Tender
- The Earnest Money Deposit (EMD) will be refunded without any interest under all conditions.

Offers received without EMD will be summarily rejected

9. INSTRUCTIONS to BIDDERS

- a) The Manpower is required to be deployed in Delhi at NSKFDC head office or office of other CPSE's under MoSJE implementing project in Delhi or any other office Delhi as conveyed by NSKFDC.
- b) The manpower supplied under this Contract shall conform to the education qualification as mentioned in the tender
- c) The office or its representative shall have the right to inspect and/or to test the qualification to confirm their conformity to the contract specification at no extra cost.
- d) The <u>contract shall commence from the date of receipt of acceptance of the work</u> order which shall be accepted by the tendering Company/Firm/Agency within not more than 10 days from the receipt of the order or 15 days from the date of said order whichever is earlier and shall continue till one year unless it is curtailed or terminated owning to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc.
- e) NSKFDC has the right to terminate the contract, if the bidder abandons the work or fails to commence and complete the work in time, or fails to abide by the contract conditions.

- f) In case of cessation of the requirement / completion of work NSKFDC may terminate the contract by giving one month notice.
- g) The Contract may be extended for further period of 1 year or more on same terms and conditions or with some addition/deletion/modification as deemed appropriate by competent authority at NSKFDC.
- h) The present requirement of manpower has been mentioned in the tender document on urgent basis. The requirement of the Department may increase or decrease during the period of initial contract also. In case of decrease in the requirement the same will be informed to the tenderer and additional manpower may be withdrawn at any time and the tenderer would have to provide additional manpower, if required on the same terms and conditions.
- i) The contracting Company/Firm/Agency shall submit a documentary proof of payment to the manpower deployed in the office(s) of NSKFDC through their Bank account along with requisite pay slips of respective manpower
- j) NSKFDC is a CPSE and has five days working (i.e. Monday to Friday) in a week from 9.30 to 6.00 PM with a lunch break of ½ hr from 1.00 PM to 1.30 PM. Besides this the department observes the Gazetted holidays notified by the Government of India from time to time. The manpower is required to work from Monday to Friday as per above mentioned timing. These operators however may be required to attend the office as and when required on Saturday/Sunday (on prior intimation). No overtime/ compensatory benefits shall be provided for same.
- k) The contracting Company/Firm/Agency shall furnish the supporting documents (Biodata, Copies of Certificates etc) with regards to manpower that will be deployed by it in NSKFDC before the deployment of manpower.
- In case, the person employed by the successful Company/Firm/Agency commits any act omission/commission that amounts to misconduct/indiscipline/ incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.
- m) The tendering Company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this Corporation

- n) The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond <u>five working days</u> shall attract a pre-estimated agreed liquidated damages @ Rs. 1000/- per day on the service-providing agency.
- o) It will be the responsibility of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Corporation. NSKFDC will have no liability in this regard.

10. Submission of BID

• The sealed bid should be submitted with superscription "Supply of Technical Manpower" and submit to

The GM

National Safai Karamcharis Finance and Development Corporation (NSKFDC),

NTSC,3rd Floor, E-Block, NSIC, Okhla Industrial Estate- III, New Delhi-110020 Email : nskfdc-msje@nic.in

- Sealed offers shall be received at NSKFDC, New Delhi not later than the time and date specified in the invitation of bid offer.
- Bid offer submitted without Tender Fee & EMD (except eligible for exemption), sent by fax or e-mail will not be considered for evaluation. <u>The bid offer</u> <u>received late will not be considered.</u>
- <u>For enquiry kindly contact DM(IT), NSKFDC at nskfdc-msje@nic.in</u>

11. Evaluation of BID

Bid evaluation would be based on <u>Quality and Cost Based Selection (QCBS)</u> procedure subject to technical qualification of Bidder. <u>Weightage to technical to financial score would</u> <u>be 50:50</u>

Technical Evaluation:

Bidder must have provide all mandatory documents as specified in <u>Annexure A</u>, in case of deficiency/unresponsiveness evaluation would not be done

Parameter	Marks	Remarks	
Presentation	30	Presentation made at stage 1	
		of Technical evaluation	
CMMi Level	10	Level 3: 5 Marks	
		Level 4: 7 Marks	
		Level 5: 10 Marks	
Interview of Candidates	60	Interview of Candidates	

Interview of Candidates shall be conducted for only those bidders who qualify technical scrutiny as per Annexure A.

Financial Bids would be evaluated for only those bidders who secure atleast 70 marks in technical evaluation.

12. Corrupt and Fraudulent Practice

NSKFDC will reject a proposal for award if it determines that bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The bidder is liable to be blacklisted in such an event.

13. LoA

NSKFDC will issue a Letter of Award (LoA) to the successful bidder in duplicate mentioning in brief rates, terms & conditions. The acceptance and return of one copy of the LoA duly signed as token of acceptance will be construed as entry into the contract by both parties.

14. Payment Terms

TDS shall be deducted on all the payments made to the selected bidder on the rates as specified by Govt. of India.

Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment

Payment would be based on Monthly basis on submission of invoice by Firm/Agency

15. Arbitration

NSKFDC and selected Bidder will make every effort to resolve dispute amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the special conditions, such dispute will be referred to arbitrator, to be appointed by MD, NSKFDC, New Delhi and the award of the arbitration, as the case may be, will be final and binding on both the parties. Such arbitration will be governed in all respect by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi only, wherein appropriate Appellate Authority shall also be the Hon'ble High Court of Delhi at New Delhi

16. Applicable Law and Jurisdiction of Court

The contract with the selected bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts)

17. FORCE MAJEURE

In case of strike, accident or other unforeseen contingencies, the Agency will inform NSKFDC in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month NSKFDC reserves the right to cancel/modify the LoA without liability for any compensation or claim of any description.

18. ANNEXURE TO THE PROPOSAL

The bid comprises of following schedules / Annexure

Annexure A	Technical Bid
Annexure B	Financial Bid
Annexure C	Data Security Certificate

Sl. No.	Item Description	Remark
1	Average annual financial turnover of at least Rs. 50	
	Lakhs during the last 3 years.	
2	IT firm with 3 years of experience	
3	CMMi level	
4	Empanelled with NICSI for providing technical manpower for development of IT applications	
5	Atleast 3 entities(Govt./PSU/Reputed Private firms) have been provided manpower services in last 3 years with having an order value of atleast Rs 10 Lakhs covering IT development activities	
6	Requisite EMD enclosed	
7	Valid PAN from the Income Tax department	

Annexure A – Technical Bid

Year Wise Turnover

Financial Year	Amount (Rs in Lakh)	Remarks
2019-2020		
2020-2021		
2021-2022		

Details of Clients

Detail of Client along with	Type Of Manpower	Amount Of Contract	Duration
address, telephone			(From Date – To
numbers			Date)

Annexure B – Financial Bid

Position	Amount Month(for resource)	Per one	Min Experience	Agency Charges	Total
Senior					
Programmer					
Programmer					
Total					

The Agency charges quoted by the tendering agency should be inclusive of all statutory/taxation liabilities at the time of entering into the contract.

Annexure C – Undertaking

DATA SECURITY CERTIFICATE

(To be executed on Rs.100/- Non-judicial Court Stamp)

I / We hereby certify that the NSKFDC shall have absolute right on the digital data and output products processed / produced by me / us. I / We shall be responsible for security / safe custody of data during processing. I / We also certify that the data will not be taken out of the building premises on any media by any means by me/us or any other person deployed by me/us. The original input data supplied to me / us by the Office of NSKFDC or digital data and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of NSKFDC. I / We shall abide by all security and general instructions issued by NSKFDC or a person authorized by NSKFDC from time to time.

I / We also agree that any data pertaining to NSKFDC will be handed over / removed (as the case may be) from my / our possession after completion of the task.

Signature of the contracting agency

Name, Date, Signature & Address of the witnesses

(1)