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## REQUEST FOR PROPOSAL

Tender Document No.: NIHFW/CHI/HR-Agency/2019

**Request for Proposal for Hiring Agency for providing Human Resource for Center for Health Informatics (CHI)/ The National Institute of Health and Family Welfare (NIHFW)**

**17-12-2019**

The National Institute of Health and Family Welfare,  
Baba Gang Nath Marg, Munirka,  
New Delhi – 110 067  
Ph. No:- 91-11-26104882  
E-Mail: [dd\\_a@nihfw.org](mailto:dd_a@nihfw.org)

## Glossary

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A&M	Approach & Methodology
ACD	Automatic Call Distributor
AHT	Average Call Handling Time
AMC	Annual Maintenance Contract
ANM	Auxiliary Nurse Midwife
ASHA	Accredited Social Health Activist
ATS	Annual Technical Support
BCA	Bachelor of Computer Applications
BOM	Bill of Materials
BPO	Business Process Outsourcing
CB	Commercial Bid
CCN	Change Control Notes
CHI	Centre For Health Informatics
CIP	Continuous Improvement Plan
COTS	Commercially Off The Shelf
CRM	Customer Relationship Management
CS	Computer Science
CSA	Customer Service Associate
CTI	Computer Telephony Integration
CV	Curriculum Vitae
CVC	Central Vigilance Commission
DC	Data Centre
DD	Demand Draft
DD	Demand Draft
DeitY	Department of Electronics and Information Technology
DR	Disaster Recovery
EMD	Earnest Money Deposit
EMS	Enterprise Management System
EOI	Expression of Interest
ESH	Extended Service Hours
FIC	Functional cum Implementation Committee
FR	Functional Requirements
FTE	Full Time Equivalent
GFR	General Financial Rules
GIS	Geographical Information System
GoI	Government of India
HA	Helpdesk Agent
HSP	Helpdesk Service Provider

ICT	Information and Communication Technology
IEC	Information, Education and Communication
IEEE	Institute of Electronic & Electrical Engineers
INR	Indian Rupee
IP	Implementation Partner
ISO	International Organization for Standardization
IT	Information Technology
IVR	Interactive Voice Response
KPI	Key Performance Indicator
KPI	Key Performance Indicators
LD	Liquidated Damages
LoA	Letter of Award
LoI	Letter of Intent
MIS	Management Information System
MMP	Mission Mode Project
MoHFW	Ministry of Health and Family Welfare, Government of India
MSA	Master Services Agreement
NCR	National Capital Region
NDA	Non-Disclosure Agreement
NeGP	National e-Governance Plan
NHM	National Health Mission
NIHFW	National Institute of Health and Family Welfare
NRHM	National Rural Health Mission
O&M	Operations and Maintenance
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PE	Past Experience
PHC	Primary Health Centre
PO	Purchase Order
PoA	Power of Attorney
PoC	Proof of Concept
PoP	Point of Presence
PSU	Public Sector Undertaking
QAM	Quality Assurance Manager
QCBS	Quality Cum Cost Based Selection
RCA	Root cause analysis
RCH	Reproductive and Child Health
RFE	Request for Empanelment
RFP	Request for Proposal
PMSMA	Pradhan Mantri Surakshit Matritva Abhiyan

RoC	Registrar of Companies
SI	System Integrator
SLA	Service Level Agreement
SOW	Scope of Work
T&M	Time and Material
TB	Technical Bid
TCO	Total Cost of Ownership
TL	Team Leader
ToR	Terms of Reference
TR	Technical Requirements
UAT	User Acceptance Test

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## **DISCLAIMER**

The information contained in this RFP Document or subsequently provided to Bidder(s) or Applicants whether verbally or in documentary form by or on behalf of Director, NIHFW or any of his subordinates employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP Document and all other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Director, NIHFW to any party other than the Applicants who are qualified to submit the Bids (“Bidders”). The purpose of this RFP Document is to provide the Bidder(s) with information to support the formulation of their Proposals. This RFP Document does not purport (claim) to contain all the information each Bidder may entail (require). This RFP Document may not be apposite (appropriate) for all persons, and it is not possible for the Director, NIHFW, his subordinates, or advisors to consider the investment objectives, financial situation, and particular needs of each Bidder who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources. The Director, NIHFW, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the precision (accuracy), reliability or completeness of the RFP Document. The Director, NIHFW may in his absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this RFP Document.

**(Center for Health Informatics (CHI), The National Institute of Health and Family Welfare (NIHFW)) hereinafter referred to as CHI, which expression shall, unless the Context otherwise requires.**

# 1. Request for Proposal for Agency for providing Human Resource for Center for Health Informatics (CHI)

## 1.1 Fact Sheet for Bid Submission

Clause Reference	Topic
Evaluation Method	The method of selection is: <b>QCBS</b>
Contact Person	Deputy Director (Admin.), The National Institute of Health and Family Welfare, MoHFW, Baba Gangnath Marg, Munirka, New Delhi - 110067 Phone No:-91-11-26104882 Email: dd_a@nihfw.org
Method for obtaining RFP	RFP can be collected from the Nodal Contact Person mentioned above on or before the date and time mentioned in Important Dates for RFP table by paying the tender fee of <b>INR 1,000</b> by Demand Draft in favour of "Director, National Institute of Health & Family Welfare, New Delhi" payable at Delhi from any National/schedule bank OR Downloaded from <a href="http://www.nhp.gov.in">www.nhp.gov.in</a> , <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> and <a href="http://www.nihfw.org">www.nihfw.org</a> . However, in this case, the bidders are required to submit the tender fee in the form of a Demand Draft, as per details mentioned above, along with the bid.
EMD	The bidder shall furnish, as part of its bid, EMD only in the form of Bank Guarantee or Fixed Deposit Receipt drawn in favour of "Director, National Institute of Health & Family Welfare, New Delhi" for an amount of <b>INR. 3.00 Lakhs</b> payable at Delhi. EMD should be valid for a period of 180 days from the last date of submission of the bid.
Scope of work	The detailed scope of work is provided in Section 3.
Pre-bid meeting	A pre-bid meeting will be held on date, time and venue mentioned in Important Dates for RFP table. All the queries should be sent to Nodal Contact Person mentioned above on or before date and time mentioned in Important Dates for RFP table either through post or e-mail.
Language of bid	Bid should be submitted in the English language only.
Bid validity	Bid must remain valid for 180 days from the last date of submission of the bid.
Bid submission	The bid should be submitted in the Tender Box at NIHFW reception. (Administration block)
Date of bid Submission	Bid must be submitted no later than the date and time mentioned in Important Dates for RFP table.



## 1.2 Important Dates for RFP

S. No.	Particular	Date
1.	Start date of issuance / sale of RFP document	17-12-2019 from 5:00 PM
2.	Last date for submission of pre-bid queries	22-12-2019 up to 5:00 PM
3.	Pre-bid meeting	23-12-2019 at 11:00 AM at conference room NIHFW
4.	Last date for issuance / sale of RFP document	06-01-2020 up to 2:00 PM
5.	Last date and time for bid submission	07-01-2020 up to 3:00 PM
6.	Date and time of opening of pre-qualification cum technical bids	07-01-2020 up to 4:00 PM
7.	Presentation by the bidders on the proposed Solution	To be announced later
8.	Date and time for opening of financial bids	To be announced later

## 1.3 Request for Proposal

Sealed bids are invited from eligible, reputed, qualified entities with sound technical and financial capabilities for Request for Proposal for Hiring Agency for providing Human Resource for Center for Health Informatics (CHI), NIHFW as detailed out in the Scope of Work of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in section 4 of this RFP document.

## 1.4 Structure of the RFP

This Request for Proposal for Hiring Agency for providing Human Resource for Center for Health Informatics (CHI).

- i. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
  - a) General instructions for bidding process
  - b) Bid evaluation process including the parameters for Pre-qualification, Technical
  - c) evaluation and commercial evaluation to facilitate CHI in determining
  - d) bidder's suitability as the implementation partner
  - e) Payment schedule
  - f) Commercial bid and other formats
- ii. Functional and Technical Requirements of the project. The contents of the document broadly cover the following areas:
  - a) About the project and its objectives
  - b) Scope of work for the Implementation Partner
  - c) Functional and Technical requirements

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating bidder's suitability to become the Service Provider of Centre for Health Informatics, National Institute of Health and Family Welfare, Ministry of Health & Family Welfare.

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP document. Failure to furnish all information required as mentioned in the RFP document or submission of a bid not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.

## **2. Background Information**

### **2.1 Basic Information**

- a) CHI invites responses (“Tenders”) to this Request for Proposals (“RFP”) from Agencies/Partners (“Bidders”) for Request for Proposal for Hiring Agency for providing Human Resource for Center for Health Informatics (CHI), NIHFW as described in section “Scope of Work”.  
The Selected bidder will be called as “HR Agency”
- b) Proposals must be received not later than time, date and venue mentioned in RFP.
- c) Proposals that are received late WILL NOT be considered for this bid process.

### **2.2 Project Background**

#### **National Institute of Health & Family Welfare**

National Institute of Health & Family Welfare (NIHFW) is an autonomous organization, under the Ministry of Health and Family Welfare, Government of India. NIHFW acts as an ‘Apex Technical Institute’ as well as a ‘Think Tank’ for the promotion of health and family welfare programmes in the country.

The Institute addresses a wide range of issues on health and family welfare from a variety of perspectives through the departments of Communication, Community Health Administration, Education and Training, Epidemiology, Management Sciences, Medical Care and Hospital Administration, Population Genetics and Human Development, Planning and Evaluation, Reproductive Bio-Medicine, Statistics and Demography and Social Sciences.

#### **Introduction to NHP / CHI Project**

In the present day scenario in India, there are multitudes of websites whose contents are usually not updated and the information is fragmented. These websites usually do not have intelligent search and retrieving capabilities. Further, the information has not been vetted by any Government agencies. Thus, there is a need for a single point access for health related information for the benefit of health workers, researchers, medical professionals and public at large. Ministry of Health & Family Welfare (MoHFW) created National Health Portal (NHP), which would serve as a comprehensive and multi-lingual source of health information in India. The entire project would be managed by Center for Health Informatics (CHI), NIHFW where the expertise of Information technology, public health specialists and other experts could be pooled for contributing to the NHP project.

### **2.3 Key Stakeholders**

#### **Centre for Health Informatics**

Centre for Health Informatics under the aegis of Ministry of Health and Family Welfare will undertake the activity of setting up of online medical consultation centre. Centre for Health Informatics (CHI) has undertaken various activities relating to e-Governance/e-Health for improving the efficiency and effectiveness of healthcare system. CHI is progressively planning several new initiatives to be implemented in the near future for promotion of healthcare system across the country.

### **3. Scope of Work**

The scope of work is to recruit contractual employees for different roles in a phased manner depending upon requirement through a transparent process through the agency to be selected. The place of posting of the selected candidates will be CHI / NIHFW / MoHFW / or any other entity, organisation or requirement of division. The selected agency to provide the Human Resource for CHI, NIHFW, MoHFW or any other office (any place / location in the country) as per the requirement.

#### **3.1 Selection Process for Candidate**

The agency will carry out recruitment of Human Resources from the open market and provide a panel of qualified candidates who are meeting the eligibility criteria and required experience prescribed for the different roles in a time bound manner by adopting a transparent process of selection. The details of various contractual roles along with their remunerations, job purposes, required qualifications and experiences will be provided to CHI for final approval. Once approved by CHI, the HR Agency will inform the candidate about selection.

The HR Agency will issue advertisements (if required) on behalf of CHI, carry out head hunting, shortlist applications received, forward the shortlisted candidates details to CHI, for interview purposes, assist the selection committee of CHI, for interview and preparation of panel of fit candidates, carry out background verification, provide replacement from the panel as and when needed, initiate fresh recruitment action on exhaustion of panel etc. in a time bound manner.

After conclusion of contract with the HR Agency, CHI, shall raise manpower demand(s) to the agency for executing the needed consultancy services for making human resource recruitment in a time bound and phased manner that in turn shall support CHI, in arranging/proposing human resources suitable to meet specified requirements.

The HR Agency should also be in a position to provide additional manpower required if any, at a later stage, subject to extension of the project, on the same terms & conditions. If the agency is not able to get / found suitable candidate with the given qualification / salary, the same may be revised by agency to get suitable candidate.

HR Agency should provide replacement of the candidate within 2 weeks' time, with similar set qualifications and experience.

The agency to provide 5% - 10% annual increment for the candidates based on their performance.

The period of engagement of the HR Agency would be initially for three years, but may be extended for a further period of two years or any further period as may be mutually agreed upon. Further details will be given to the shortlisted bidders during the RFP stage.

## 4. General Terms and Conditions

### 4.1 General

- For all intents and purposes, the HR Agency shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the HR Agency shall not have any claim whatsoever like employer and employee relationship with the CHI.
- The Contract shall automatically expire on completion of work order period unless it is extended for further period by mutual consent of the HR Agency and the Authority will automatically terminate after three years unless extended.
- The Contract may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period as will be mutually agreed upon by the HR Agency and the Authority.
- The staff provided by the HR Agency should not have any adverse Police records/criminal cases pending against them. The HR Agency should make adequate enquires about the character and antecedents of the manpower before recommending for deployment. The HR Agency have to furnish proofs of identity like driving license, bank account details, previous work experience, proof of residence, recent photograph, Voter ID card, AADHAR Card to this office along with a certificate to this effect in detail. The HR Agency will also ensure that the personnel deployed are medically fit and will keep a record of certificate of their medical fitness. HR Agency shall withdraw such employees immediately who are not found suitable for any reasons by the Head office
- The requirement for providing resources may increase or decrease, during the period of contract also and the HR Agency should have to provide manpower services, as required, on the same terms and conditions from time to time during currency of contract or its extended period.
- The CHI reserves the right to terminate the Agreement with the HR agency by issuing prior notice of 15 days to the HR Agency.
- The entire financial liability of deployed manpower in the CHI shall be of the HR Agency and the CHI shall not be liable in any case. It will be the responsibility of the HR Agency to pay to the person deployed not less than the minimum rate of wages fixed (take home remuneration) in the financial bid and adduce such evidence as may be required by the CHI)
- In case of termination of this contract on its expiry or otherwise, the persons deployed by the HR Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- The HR Agency must be registered with the concerned Govt. Authorities, i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration certificate should be submitted. The HR Agency shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970, at his own part and cost.
- The HR Agency shall provide a substitute well in advance against the Human Resources who would leave the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency. The HR Agency shall be responsible for depositing the contribution of both the share of employee and employer towards Provident Fund and Employees State Insurance or medical insurance, wherever applicable for the manpower deployed in CHI.
- The Human Resources should be polite, cordial and efficient while performing their work. Their actions should promote good will and to enhance the image of the Corporation. The HR Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

- While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers in relation to this RFP.
- All information supplied by Bidders will be treated as contractually binding on the Bidders, on successful award of the assignment by the CHI on the basis of this RFP
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the CHI. Any notification of preferred bidder status by the CHI shall not give rise to any enforceable rights by the Bidder. The CHI may cancel this bid at any time prior to a formal written contract being executed by or on behalf of the CHI.
- This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

## 4.2 Legal

- The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the HR Agency as well as the manpower deployed liable for penal action as per law besides, action for breach of contract.
- The HR Agency shall be responsible for compliance of all statutory provisions relating to Minimum Wages Act as prescribed by the Government in Labour and Employment Department, India from time to time payable to different types of worker in respect of the manpower deployed in the Office of CHI. The Office of CHI shall have no liability in this regard.
- All persons deployed by the HR Agency shall be treated as their own employee and shall responsible for deposit of statutory dues under EPF Act-1952, ESI Act-1948 and shall comply all the provisions of minimum wages Act-1948 and Work Men's Compensation Act-1923 in respect of all such persons. The office of CHI shall have no liability in this regard.
- The HR Agency shall also be liable for depositing all taxes, levies, Cess etc., on account of service rendered by it to the CHI. to the concerned tax collection authorities, from time to time, as per the statutory rules and regulations prescribed. Attested Xerox copies of such documents shall be furnished to the Head office of CHI. as and when required.
- The HR Agency shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Corporation or any other authority under Law.
- 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 by the CHI to the HR Agency.
- In case, the HR Agency fails to comply with any liability under appropriate law, and as a result thereof, the CHI is put to any loss / obligation, monetary or otherwise, the CHI will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
- The contract is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed manpower and non-payment of statutory dues. The CHI will have no liability towards non payment of remuneration to the persons employed by the HR Agency and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the CHI by the manpower deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit of Service providing agency.

## 5. Preparation and Submission of Proposal

### 5.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conducting informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by CHI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

CHI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 5.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

### 5.3 Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be physically submitted to CHI at the address specified below:

<b>Addressed To</b>	Deputy Director (Admin.)
<b>Name</b>	The National Institute of Health and Family Welfare, MoHFW, Baba Gangnath Marg, Munirka, New Delhi - 110067,
<b>Telephone</b>	Ph-91-11-26104882
<b>Email ids</b>	<a href="mailto:dda_a@nihfw.org">dda_a@nihfw.org</a>
The bid should be submitted in the Tender Box at NIHFW reception. (Administration block)	

### 5.4 Late Bids

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall remain unopened. The tender box to be taken away after the time of the submission and no bid to be accepted after the stipulated date/time and as such there will not be any situation to return the bid due to being late.
- b) The bids submitted by telex/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) CHI shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d) CHI reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### 5.5 Evaluation Process

- a) CHI will constitute a Technical Evaluation Committee to evaluate the responses of the bidders

- b) The Technical Evaluation Committee (TEC) constituted by the CHI shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Technical Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
- d) The Technical Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals after the bid opening process.
- e) The Technical Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The decision of the committee will be final in case of all/any disputes

## 5.6 Tender Opening

The Proposals submitted as information given at 1.2.1.2 Important Dates for RFP and will be opened by Nodal officer or any other officer / team authorized by CHI, in the presence of the Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

## 5.7 Tender Validity

The bid submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

## 5.8 Tender Evaluation

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:

- Are not submitted in as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period
- Bid documents are not signed and stamped on all the pages by the authorized signatory of the bidder.

All responsive Bids will be considered for further processing as below.

CHI will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

### Rejection Clause

- The proposal has to be submitted in the form of printed document. The proposals submitted by telex, fax or email shall not be entertained.
- Any condition put forth by the agency non-conforming to the proposal requirements shall not be entertained at all and such proposal shall be rejected.
- If a proposal is not responsive and not fulfilling the conditions it will be rejected by CHI, NIHFV and shall not subsequently be accepted even if it is made responsive by the agency by correction of the nonconformity. No further communication will be made in the regards.

- Any conditional document or assumption document will not be allowed to be taken out from the bid after the submission of the bid

## 5.9 Criteria for Evaluation

The objective of the evaluation process is to evaluate the bids to select an effective and best fit service provider at a competitive price. Technical Evaluation Committee (TEC) will be constituted by CHI to evaluate and decide upon the evaluation to be undertaken or any other matter that requires escalation.

TEC may consider recommendations made by external experts/consultants. The decision of TEC shall be final. TEC will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the required format.

TEC may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

The competitive bids shall be evaluated in the following stages:

- Stage 1 – Pre-Qualification (PQ) Criteria
- Stage 2 – Technical Qualification Criteria (Technical Bid)
- Stage 3 – Commercial Bid

Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial evaluation.

## 5.10 Pre-Qualification (PQ) Criteria (Stage-1)

TEC will evaluate the Bidders on each criteria separately and satisfy itself beyond doubt on the Bidder's ability / position to meet the criteria. Those Bidders who qualify on ALL the criteria as brought out in table below will only be considered as "Qualified under Stage 1" of evaluation and will be considered for evaluation under Stage-2.

Those Bidders who do not qualify at this Stage 1 will not be considered for any further processing. The EMD money in respect of such Bidders will be returned on declaration of Successful Bidder. It is therefore advised that only those Bidders who are sure of meeting all the eligibility criteria, respond to this RFP process.

Evaluation of eligibility criteria will be as per the information/ response provided by the bidder and the supporting documents as mentioned below.

S. No.	Prequalification Criteria	Proof Required
1.	The bidder shall be a Firm / Company / Partnership / Proprietorship Firm registered under the Indian Companies Act, 1956 / the Partnership Act, 1932 and who have their registered Office in India.	Self-attested copy of Certificate of incorporation, Article of Association / Partnership Deed/GST enrolment certificate (in case Proprietorship firm)



2.	<p><b><u>Turnover</u></b></p> <p>The Bidder has to be profitable and should not have incurred loss in any of the 03 consecutive Financial Years 2015-16,2016-17 &amp; 2017-18.</p>	<ul style="list-style-type: none"> <li>▪ <b>Audited financial statements</b> (reflecting overall turnover)/ annual report containing financial statement for the last three financial years</li> <li>▪ In the prescribed Annexure-1, Form –4 enclosed.</li> <li>▪ <b>Note: In case turnover in foreign currency, the value should be shown in INR as per the conversion rate prevailing at the time of bid submission. .</b></li> </ul>
3.	<p>The Bidder should have an average annual sales turnover of Rs. 5 crores for three consecutive Financial Years 2015-16,2016-17 &amp; 2017-18 for HR services rendered in India</p>	<p>Certificate from the Statutory Auditor or Company Secretary stating annual sales turnover amount in INR along with balance Sheets /turnover details as published in public domain/ from GSTN portal.</p> <p>In the prescribed Annexure-1, Form –4 enclosed.</p>
4.	<p>The bidder should be in the business of providing consultancy services (HR Recruitment services for recruitment of manpower including manpower for Information Technology roles) for at least 03 years.</p> <p>subject to condition that among above orders, at least one order shall be of &gt;= Rs. 50 lakhs</p>	<p>Certificate from the client along with copy of work order(s) or Company Secretary (Form3)</p> <p>In the prescribed Annexure 1- Form 6</p>
5.	<p>As on date of submission of the bid, all members of the consortium should not be blacklisted by any Government entity in India</p>	<p>Certificate duly signed by authorised signatory</p> <p>Annexure-1, Form–7 enclosed</p>
6.	<p>The bidder have successfully recruited for their client’s manpower (at least 50 personnel during last three years prior to bid opening) for Information Technology roles in the domains of software solution development, implementation, maintenance &amp; testing, data centeroperations etc. excluding support roles such as of data entry operator/ technical or non-technical help desk support etc.</p> <p>Subject to condition that among above orders, at least one order shall be of &gt;= Rs. 20 lakh) greater than:</p>	<p>Certificate from the client or Company Secretary (Annexure-1, Form–9)</p>

7.	The office setup should be located in Delhi-NCR	Bidder has to submit the government proof to show the establishment is located in Delhi-NCR
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**Note:**

- Bidders need to ensure compliance to all the eligibility criteria points.
- The decision of the TEC shall be final and binding in this regard
- Those Bidders who will comply with the above eligibility criteria will be shortlisted for the Stage-2 – Technical Proposal evaluation and would be individually communicated.
- The Technical & Financial Capacity of their respective Associates (including parents, affiliates, subsidiaries, sister concern whether incorporated in India or overseas) would also be eligible hereunder.

### 5.11 Technical Qualification Criteria (Stage-2)

The evaluation will be carried out on a total score of 100 on the basis of the following evaluation parameters defined in this section.

S.No.	Criteria	Maximum Scores	Scores to be awarded	
			Criteria for awarding score	
1.	Past experience of the Bidder(Number of years) for providing consultancy services (HR Recruitment services (HR Recruitment services for recruitment of manpower including manpower for information Technology roles)	20	Above 10 years:	20
			Above 8 years but less than 20 years:	16
			Above 6 years but less than 15 years:	14
			Above 4 years but less than 10 years:	12
			Above 3 years but less than 5 years:	10
			Less than 4 years	6
2.	Successful assignments of HR Recruitment services carried out in Private Sector companies in India in previous three financial years (2015-16, 2016-17, 2017-18)	15	For project/s with cumulative <b>value of last three years more than</b> more than Rs. 2 Crore, (subject to condition that among these orders, at least three unique projects shall be of >= Rs. 25.00lakhs)	<b>15 Marks</b>
			For project/s with cumulative <b>value of last three years more than</b> Rs. 1 Crore and less than or equal to 2 Crore (subject to condition that among these orders, at least two unique projects shall be of >= Rs. 25.00lakhs)	<b>10 Marks</b>
			For Project/s with cumulative <b>value of last three years</b> less than or equal to Rs. 1 Crore(subject to condition that among these orders, at least one order shall be of >= Rs. 25.00lakhs)	<b>5 Marks</b>
			<b>For documentary proof for project/s-</b> Work order of respective project stating nature of assignments and Satisfactory Completion Certificates from the client stating	

			nature of assignments or Phase completion certificate (For ongoing projects) from the client.
3.	Successful assignments of HR Recruitment services carried out in Central Govt/State Govt./PSUs/Govt. bodies in India in previous three consecutive financial years (2015-16, 2016-17, 2017-18)	<b>30</b>	<p>For project/s with cumulative <b>value of last three years more than</b> more than Rs. 2 Crore, (subject to condition that among these orders, at least three unique projects shall be of <math>\geq</math> Rs. 25.00lakhs) <b>30 Marks</b></p> <p>For project/s with cumulative <b>value of last three years more than</b> Rs. 1 Crore and less than or equal to 2 Crore (subject to condition that among these orders, at least two unique projects shall be of <math>\geq</math> Rs. 25.00lakhs) <b>15 Marks</b></p> <p>For Project/s with cumulative <b>value of last three years</b> less than or equal to Rs. 1 Crore (subject to condition that among these orders, at least one order shall be of <math>\geq</math> Rs. 25.00lakhs) <b>5 Marks</b></p> <p><b>For documentary proof for project/s-</b> Work order of respective project stating nature of assignments and Satisfactory Completion Certificates from the client stating nature of assignments or Phase completion certificate (For ongoing projects) from the client.</p>
4.	Net average profit figure for previous three financial years (2015-16, 2016-17, 2017-18)	<b>05</b>	<p>Above Rs. 5 crores: <b>05</b></p> <p>Above Rs. 3.5 crores but less than Rs. 5Crores: <b>03</b></p> <p>Above Rs. 3 crores but less than Rs. 3.5 Crores: <b>02</b></p> <p>Less than Rs. 3 crores <b>01</b></p>
5	Presentation	<b>30</b>	
	<b>Total</b>	<b>100</b>	

Any critical noncompliance/deviations may lead to disqualification of the Bidder. The scores will be evaluated taking as a whole number.

The Technical & Financial Capacity of their respective Associates (including parents, affiliates, subsidiaries, sister concern whether incorporated in India or overseas) would also be eligible hereunder.

Bidders achieving the minimum passing mark for ALL of the individual evaluation activities from Sr. No. 1 to 4 and aggregate marks of 70% of total score for technical evaluation will be considered eligible for Commercial Evaluation process.

Also TEC may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to.

### 5.12 Presentation of proposal

CHI will schedule the presentations and intimate the bidders of the time and locations. Failure of a bidder to complete a scheduled presentation will result in the rejection of that Bidder's proposal.

Project Manager identified for the project will have to present the proposed solution.

Hard copy of the presentation duly stamped and signed of the authorised signatory will have to be submitted to the committee before the presentation. The presentation should be in alignment with the solution proposed during the bid submission. No deviations to be allowed in what is presented and what was submitted earlier in the tender.

S.No.	Presentation Agenda	Details	Marks
1	Proposed solution and its components	Detailed presentation on the solution, scope & components as per requirements	10 Marks
2	Management Details	Detailed strategies to be presented for management	10 Marks
3	Change Management and Transition Plan	Detailed plan for CM and Transition Plan	10 Marks

### 5.13 Commercial Bid Evaluation (Stage-3)

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) Financial Bids that are less than 30% of the average bid price will be disqualified (the average bid price is computed by adding all Financial Bid values of all the qualified bidder and dividing the same by the number of bidders).
- c) The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) =

$\{(Commercial\ Bid\ of\ L1 / Commercial\ Bid\ of\ the\ Bidder) \times 100\}\%$

(Adjusted to two decimal places)

Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

- d) The bid price will include all taxes and levies and shall be in INR and mentioned separately.
- e) Any conditional bid would be rejected
- f) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

## 5.14 Combined and Final Evaluation

- a) The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- b) The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where

$B_n$  = overall score of bidder

$T_n$  = Technical score of the bidder (out of maximum of 100 marks)

$F_n$  = Normalized financial score of the bidder

- c) In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

## 6. Appointment of Systems Implementation Agency

### 6.1 Award Criteria

CHI will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

### 6.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

CHI reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for CHI action.

### 6.3 Notification of Award

Prior to the expiration of the validity period, CHI will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, CHI, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, CHI will notify each unsuccessful bidder and return their EMD.

## **6.4 Contract Finalization and Award**

The CHI shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. On this basis the draft contract agreement would be finalised for award & signing.

## **6.5 Performance Guarantee (PG)**

The CHI will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value of Total 20,00,000/-. The Performance Guarantee should be valid for a period of entire project. The Performance Guarantee shall be kept valid till completion of the project and warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the CHI at its discretion may cancel the order placed on the selected bidder without giving any notice. CHI shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or CHI incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

## **6.6 Signing of Contract**

After the CHI notifies the successful bidder that its proposal has been accepted, CHI shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between CHI and the successful bidder. The Draft Legal Agreement based on the RFP terms and conditions will be shared with the bidder before signing of the contract.

## **6.7 Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event CHI may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, the CHI shall revoke the PBG of the most responsive bidder giving reasons.

## **6.8 Currency of Payments**

Payment shall be made in INR only.

## **6.9 Repeat Order**

CHI at its discretion may place Repeat Orders for additional seats based on its requirements during the tenure of the Contract.

## **6.10 Completeness of the Project**

The Project will be deemed as incomplete if the desired objectives mentioned in Section – 6, Scope of Work of this document are not achieved.

## **6.11 Canvassing / Contacting**

Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or Award of Contract may result in the rejection of the Bidder's Bid. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Commercial Bid to the time the Contract is awarded.

## **7. Payments terms, Service Level Agreement and Penalties**

- a) Payment will be made on monthly basis of number of working days for which duty has been performed by manpower, where agency shall raise the bill, in triplicate and submit the same to the concerned authority in the first week of the succeeding month of the quarter.
- b) The agency shall submit a monthly progress report and detailed time sheets in agreed formats to the Client. The monthly progress report must include as a minimum (a) general description of the work performed in the preceding month (b) work plan for the next month and quarter (c) key issues and challenges facing the Assignment with action items (who, when, what) listed and (d) issues that need Client's attention and action. The payment of consultant will be on monthly basis in line with TOR
- c) The persons deployed by the Service Provider Agency 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.

### **7.1 Payment Terms and Conditions.**

- a) The payment shall be released on monthly basis i.e. within 15 days of completion of each month.
- b) The invoice shall be considered for sanction while payment proportionately on the basis of actual district work certificate & actual date of functioning various level.
- c) The invoice for payment shall be submitted along with all such supporting documents as will be required during the release of payment. The EPF/ESIC of the vendor's employees for this project would be mandatory and payment to be done through bank account.
- d) In case of reduced services/quantities, the invoice shall be raised based on actual.
- e) The Tax shall be paid on actual prevailing rate at the time of release of payment (on actual bill amount only) as per the prevailing rate as per Income Tax Act.
- f) Each such supporting document as will be needed to substantiate the expenditure incurred shall be submitted along with the invoice copy.
- g) The proof copy of the depositing the tax amount along with periodic filling statement copy of the taxes raised in the invoice shall be submitted by the contract holder.
- h) TDS shall be applicable at the prevailing rate as per the Income Tax Act at time of release of actual payment.

It is required to ensure that all deliverables are of high quality and have undergone sufficient internal review process before being shared with the department. Any risks, dependencies, limitations, additions, deletions etc. shall be flagged at least 10 days in advance to the O/o of CHI to ensure necessary mitigation action.
- a) User-department/client should send the "Monthly Performance Report" of each individual (deployed/hired manpower) to CHI empaneled agency/vendor on the last working day of the month through e-mail/post to enable them to release their salary within 10 days of the receipt of this report. In case report is not provided by 5th of succeeding month, the vendor will process the salary of the hired/deployed manpower in the subsequent next month.
- b) User-departments/clients shall not hire any person without any Appointment Letter issued by CHI empaneled agency/vendor against the work-order of NICS. User-departments/clients will inform the date-of joining in each case to CHI and to the empaneled agency/vendor. In case a deployed/hired manpower leaves in between or does not turn up without any information, CHI and NICS empaneled agency/vendor shall be informed for providing the substitute.
- c) In case of revision in the rates of any tax, the applicable rate will be the rate in force as governed by Tax-Laws. However, the difference if any may be settled at the time of raising the final bill to user-department/client.

In case TDS is being deducted, the TDS certificate should be provided along with the covering letter to CHI indicating the amount of TDS deducted, otherwise the work-order would be issued for the lesser period, i.e equivalent to funds received.

## 7.2 Deduction

Payments shall be subject to deductions (such as TDS etc.) of any amount, for which the Bidder is liable under the agreement against this RFP.

## 7.3 Taxes and Duties

- a) The prices quoted by the Bidder shall include all costs such as, taxes, levies, cess, excise, Octroi and custom duties, installation, commissioning, insurance, etc. as applicable in India, that need to be incurred.
- b) The Service Provider is liable for all taxes and duties etc as applicable.
- c) Mandatory taxes/ duties to be recovered/ withheld by CHI will be deducted by CHI.
- d) Any new applicable tax introduced by the Government after the submission of Bid will be borne by CHI. (e) The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to CHI.

## 7.4 Fraud and Corrupt Practices

- a) The Bidder/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the CHI shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the CHI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the authority for, inter alia, time, cost and effort of the authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- b) Without prejudice to the rights of the CHI under clause above and the rights and remedies, which the CHI may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the CHI during a period of 2 (two) years from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the CHI to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CHI who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CHI, shall be deemed to constitute influencing the actions of a person connected with the Selection



- Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the CHI in relation to any matter concerning the Project;
- ii) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - iv) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by CHI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - v) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 7.5 Conflict of Interest

- a) A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the CHI shall forfeit the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the CHI for, inter alia, the time, cost and effort of the CHI including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the CHI hereunder or otherwise.
- b) The CHI requires that the Implementation Agency provides solutions, which at all times hold the CHI’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the CHI.
- c) Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - i) the Bidder (the “Member”) or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
    - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- ii) A constituent of such Bidder is also a constituent of another Bidder; or
- iii) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- iv) Such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- v) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
- vi) There is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the CHI for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- vii) A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d) A Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the CHI in continuation of this systems implementation or to any subsequent systems implementation executed for the CHI in accordance with the rules of the CHI.

## 7.6 Consortium

Consortium is allowed in the bid with max 1(one) consortium partner. Bidder has to submit valid consortium agreement clearly specifying roles and responsibilities.

## 7.7 Indemnity

The Bidders should indemnify CHI (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the Bidder with Laws/Governmental requirements IP infringement
- b) Negligence and misconduct of the Bidder, its employees, and agents
- c) Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by CHI arising out of claims made by its customers and/or regulatory authorities.

The Bidder shall not indemnify CHI for

- i) Any loss of profits, revenue, contracts, or anticipated savings or
- ii) Any consequential or indirect loss or damage however caused.

## 7.8 Inspection of records

All Bidder records with respect to any matters covered by this RFP shall be made available to CHI or its designees at any time during normal business hours, as often as CHI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. CHI would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to CHI, which would be used by CHI. The cost of the audit will be borne by CHI. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for CHI shall also be subject to Regulator/CHI inspection.

## 7.9 Publicity

Any publicity by the Bidder in which the name of CHI is to be used, should be done only with the explicit written permission from CHI.

## 7.10 Force Majeure

### i. Definition:

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Agencies.
- b) Force Majeure shall not include:
  - Any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or FTEs or Employees, or
  - Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

### ii. No Breach of Contract:

- The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### iii. Measures to be taken:

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence

of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by CHI, shall either:
  - Demobilize; or
  - Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rate basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 16.

### **7.11 Resolution of disputes**

CHI and the Bidder shall make every effort to resolve amicably, by direct informal discussions between the respective Project Managers of CHI and the Bidder, any disagreement or dispute arising between them under or in connection with the Contract. If CHI's Project Manager and the Bidder's Project Manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and CHI respectively. If after thirty days from the commencement of such discussions between the senior authorized personnel designated by the Bidder and CHI, CHI and the Bidder have been unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the Contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the Contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to engage one arbitrator. The two arbitrators engaged by the parties shall engage a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

### **7.12 Waiver**

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

### **7.13 Violation of terms**

CHI clarifies that CHI shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP document. These injunctive remedies are cumulative and are in addition to any other rights and remedies CHI may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **7.14 Termination for Default**

CHI may, without prejudice to any other remedy for breach of contract, by 90 calendar days written notice of default sent to the SP, terminate the Contract in whole or in part:

- a) If the Bidder fails to deliver any or all of the Solution and services within the time period(s) specified in the Contract, or any extension thereof granted by CHI; or
- b) If the Bidder fails to perform any other obligation(s) under the Contract.

In the event of CHI terminating the Contract in whole or in part, pursuant to above mentioned clause, CHI may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to CHI for any excess costs incurred for procurement of such similar goods or services. However, the bidder shall continue performance of the Contract to the extent not terminated.

### **7.15 Termination for Insolvency**

CHI may, at any time, terminate the Contract by giving 90 calendar days written notice to the Bidder, without any compensation to the Bidder, whatsoever if:

- a) The Prime Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CHI.
- b) The Bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the CHI.

### **7.16 Termination for Convenience**

Either party may, by 90 calendar days written notice sent to the other party, terminate the Contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

### **7.17 Information Ownership**

All information processed, stored, or transmitted by Bidder equipment belongs to CHI. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

### **7.18 Sensitive Information**

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

The bidder/partners needs to sign a non-disclosure agreement with CHI to ensure confidentiality.

### **7.19 Technological Advancements**

The Bidder agrees to incorporate all changes relating to the facilities being offered, announced by them from time to time keeping in view the advancement in technology, shortcomings of the facilities and services made available to CHI and any changes required for improving the overall efficiency of the hosting facilities and services at no extra cost.

### **7.20 Governing Language**

The Contract shall be written in the language of the Bid i.e. English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language. English Language version of the Contract shall govern its implementation.

### **7.21 Applicable Law**

The Contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other prices.

The prices quoted for the solution and services shall be firm throughout the period of Contract and shall not be subject to any escalation.

### **7.22 No Claim Certificate**

The bidder shall not be entitled to make any claim whatsoever against CHI under or by virtue of or arising out of this Contract, nor shall CHI entertain or consider any such claim, if made by the Bidder after he shall have signed a “No Claim” certificate in favour of CHI in such forms as shall be required by CHI after all payments due to Bidder are made in full.

### **7.23 Limitation of Liability**

Bidder’s cumulative liability for its obligations under the Contract shall not exceed the Contract value and the Bidder shall not be liable for incidental/consequential or indirect damages including loss of profit or saving.

### **7.24 Rights reserved by CHI**

- a) Company reserves the right to accept or reject any or all Bids without assigning any reasons.
- b) Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, CHI will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by CHI and take any other action as maybe deemed necessary.

## 8. Instructions to the Bidders

### 8.1 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - i. Include all documentation specified in this RFP;
  - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - iii. Comply with all requirements as set out within this RFP.

### 8.2 Pre-Bid Meeting & Clarifications

The queries should necessarily be submitted in the following format:

S.No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Suggestions
1.				
2.				
3.				
4.				
5.				

The Pre Bid Queries may be shared or communicated to Deputy Director, CHI, NIHFV. Contact email: [Gaurav.sharma@nihfw.org](mailto:Gaurav.sharma@nihfw.org)

### 8.3 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by the document will endeavor to provide timely response to all queries. However, CHI, NIHFV makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does CHI undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, CHI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The corrigendum (if any) & clarifications to the queries from all bidders will be posted on the [www.nhp.gov.in](http://www.nhp.gov.in), [www.eprocure.gov.in](http://www.eprocure.gov.in) & [www.nihfw.org](http://www.nihfw.org)
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, CHI may, at its discretion, extend the last date for the receipt of Proposals/bids.

### 8.4 Key Requirements of the Bid

#### 8.4.1 Right to Terminate the Process

CHI may terminate the RFP process at any time and without assigning any reason. CHI makes no commitments, express or implied, that this process will result in a business transaction with anyone.

#### 8.4.2 RFP Document Fees

- a) RFP document can be purchased at the address & dates provided in the fact sheet by submitting a non-refundable bank demand draft of **INR. 1,000**, drawn in favor of Director NIHFV, payable at New Delhi from any Nationalized/ Scheduled Commercial Banks; OR

- b) The bidder can download the RFP documents from the website [www.nhp.gov.in](http://www.nhp.gov.in), [www.eprocure.gov.in](http://www.eprocure.gov.in) & [www.nihfw.org](http://www.nihfw.org). In such case, the demand draft of RFP document fees should be submitted along with Proposal/bid. Proposals received without or with inadequate RFP Document fees shall be rejected.

#### **8.4.3 Earnest Money Deposit (EMD)**

- a) Bidders shall submit EMD of INR. 3 Lakhs only along with their Bids in the form of Bank Guarantee or Fixed Deposit (in the format specified in **Annexure -1: Form3**) issued by any Scheduled Bank in favour of the Director, National Institute of Health & Family Welfare, New Delhi and it should be valid for 6 months from the due date of the tender / RFP.
- b) EMD of all unsuccessful bidders would be refunded by CHI within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in **Annexure -1: Form 3**.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
- If a bidder withdraws its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

#### **8.4.4 Inclusion of MSMEs in Project Delivery**

The Bidder are encouraged to include Medium and Small & Medium Enterprises (MSMEs) in the delivery of the project by Subcontracting or Outsourcing a certain value of the total contract. The MSME partner should be registered under the Micro Small Medium Enterprise Act, 2006.

#### **8.4.5 Submission of Proposals**

- a) The bidders should submit their responses as per the format given in this RFP in the following manner
- Response to Pre-Qualification Criterion : (1 Original) in first envelope
  - Technical Proposal - (1 Original ) in second envelope
  - Commercial Proposal - (1 Original) in third envelope
- b) The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes superscribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original". Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- c) The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- d) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- e) The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.



#### **8.4.6 Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the authorized signatory of the Proposal **Annexure-1, Form-2. All the pages/documents to be duly signed by authorized signature.**

#### **8.5 Transition and Exit Management**

- a) At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to Bidder's scope of work. The bidder needs to ensure a smooth transition to new agency/vendor
- b) All risk during transition stage shall be properly documented by Bidder and mitigation measures should be planned in advance so as to ensure smooth transition without any service disruption.
- c) The transition plan along with period shall be mutually agreed between Bidder and CHI and/or its designated agency when the situation occurs. Bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition.

**Annexure-1 for Pre-Qualifications (Stage-1)**  
**Forms for Bid Submission**  
**Cover Letter**

[On the letterhead of the organisation]

To  
Deputy Director  
Centre for Health Informatics  
National Institute of Health and Family Welfare  
Ministry of Health & Family Welfare, Govt. of India  
Baba Gang Nath Marg, Munirka  
New Delhi – 110067

Sub: Request for Proposal for Hiring Agency for providing Human Resource for Center for Health Informatics (CHI)

Dear Sir,

Having examined the RFP, Annexures and addenda numbers \_\_\_\_\_ thereto, we, the undersigned, in conformity with the said RFP, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

We acknowledge having received the following addenda / pre-bid clarifications to the RFP:

Addendum No.	Dated

We have read the provisions of the RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, suggestions if any, found in our bid shall not be given effect to.

We undertake, if our bid is accepted, to provide the services comprised in the RFP within time frame specified, starting from the date of receipt of notification of award from CHI.

We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree to execute a contract in the form to be communicated by CHI, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such contract to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this bid.

We agree that if any day during the entire project duration, our act breaches the contract terms and conditions or we express our inability to execute the project, CHI reserves all the rights to terminate the contract and appropriate penalty will be borne on us.

We hereby confirm that we do not have any conflict of interest in accordance with Clause 11.

Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding agreement.

As security for the due performance of the undertaking and obligation of the bid we submit herewith a Bank guarantee bearing number \_\_\_\_\_ dated \_\_\_\_\_ drawn in favour of **“Director,**

**National Institute of Health & Family Welfare, New Delhi”** for an amount of INR. \_\_\_\_\_ payable at Delhi

<b>Particulars</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name		
Title		
Company		
Address		
Phone		
Mobile		
Email		
Fax		

We understand that if the details given in support of claims made above are found to be untenable or unverifiable, or both, our bid may be rejected without any reference to us. We also understand that if there is any change in our prequalification criteria status till the date of award of contract to the HSP, it is our responsibility to inform CHI of the changed status at the earliest.

We further clearly understand that CHI is not obliged to inform us of the reasons of rejection of our bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

Signature

(Bidder Seal)

\_\_\_\_\_

In the capacity of

\_\_\_\_\_

Duly authorized to sign bids for and on behalf of:

\_\_\_\_\_

# Checklist and Forms of Prequalification Criteria

## Form – 1: Undertaking

Bidder should provide an undertaking in the format given below on the letterhead of the bidder's organisation.

[On the letterhead of the organisation]

It is certified that the information furnished here in and as per the bid / documents / clarifications submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and are liable to any punitive action for furnishing false information / documents.

We have read the provisions of the RFP, Annexure thereto and addenda. We understand that any additional conditions, deviations, suggestions, assumptions, if any, found in our bid shall not be given effect to and shall not be binding on CHI, NIHFW in case our bid is accepted.

We understand that any component or service required for completion of the project will be made available by us without any additional financial implication, except those explicitly mentioned in the RFP, to the CHI.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

Signature

(Bidder Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

## Form – 2: Format of power-of-attorney for single bidder

### POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr / Ms(full name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid document for 'Request for Proposal for Hiring Agency for providing Human Resource for Center for Health Informatics (CHI), NIHFV including signing and submission of all documents and providing information / responses to CHI, NIHFV in all matters in connection with our bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019/20

For \_\_\_\_\_

(Signature)

(Name, Designation and Address) Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

#### Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

In case the bid is signed by an authorized Director / Partner or Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

### Form – 3: Format for Bank Guarantee for EMD

Whereas \_\_\_\_\_(hereinafter called "the bidder") has submitted its bid offer dated \_\_\_\_\_ 2019 for Request for Proposal for Hiring Agency for providing Human Resource for Center for Health Informatics (CHI) (for Request for Proposal (RFP)' (hereinafter called "the bid") presents that WE \_{Bank name}\_ having head office at \_{ head office Address}\_ (hereinafter called "the Bank") are bound up to \_{date till bid validity}\_ to NIHFW (hereinafter called "CHI, NIHFW" in the sum of INR.----- ----for which payment will and truly to be made to the CHI the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

THE CONDITIONS of this obligation are:

If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid; or if the bidder, having been notified of the acceptance of its bid by CHI during the period of bid validity: fails or refuses to execute the contract if required; or fails or refuses to furnish the Performance Bank Guarantee, in accordance with the instruction given in Request for Proposal; we undertake to pay the CHI up to the above amount upon receipt of its first written demand, without the CHI having to substantiate its demand, provided that in its demand the CHI will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including and any demand in respect thereof should reach the Bank not later than the above date.

Date:

Place:

(Signature/ seal of the Bank)

### Form – 4: Annual Turnover

We hereby certify that total annual turnover and average turnover of M/s \_\_\_\_\_ (name of the bidder) for the last three years is as given below:

Annual turnover for the last 3 Financial Years in INR (in Crores)			
Year (2016-17)	Year (2017-2018)	Year (2018-2019)	Average

Annual turnover for the last 3 Financial Years in INR (in Crores) from HR services rendered in India			
Year (2016-17)	Year (2017-2018)	Year (2018-2019)	Average

(Signature of Statutory Auditor)

Name of Statutory Auditor:

Name of Statutory Auditor Firm:

Seal

### Form – 5: Certificate of Incorporation

Bidder Name:	
Incorporated as _____ in year _____ at _____.	
Registration Number	

**Supporting Documents:** Please provide copy of Certificate of Incorporation.

## Form – 6: Details of business and works during the last three years

### Details of business and works during the last three years

1. the bidder is in the business of providing consultancy services (HR Recruitment services for recruitment of manpower including manpower for information Technology roles) for the **last three years**.
2. The bidder must have successfully completed HR Recruitment services (for recruitment of manpower including manpower for Information Technology roles) carried out in Central Govt./State/Govt./PSUs/Govt. bodies/Private Sector companies in India in the – three financial years (i.e. 2015-16, 2016-17,2017-18) and the cumulative value of such orders (\*) is (subject to condition that among these orders, at least one order shall be of >= Rs. 50 lakhs) greater than:
3. The cumulative value of orders(\*) in the three financial years (i.e. 2015-16, 2016-17,2017-18) as mentioned at Para-2, falls under the following range (Bidder is to select the appropriate value “Yes”/No” for individual option given below):

Cumulative Order value(*)	Bidder's to indicate “Yes”/No”
Greater than or equal to Rs.50 lakhs, but less than Rs. 1.00 Crore	Yes/No
Greater than or equal to Rs. 1.00 Crore, but less than Rs. 2.00 Crore	Yes/No
Greater than or equal to Rs. 2.00 Crore, but less than Rs. 3.00 Crore	Yes/No
Greater than or equal to Rs. 3.00 Crore, but less than Rs. 4.00 Crore	Yes/No
Greater than or equal to Rs. 4.00 Crore	Yes/No

(\*) The order details are to be provided in following format:

S.No.	Name and address of the organization (Central Govt/State Govt./PSUs/Govt. bodies/Private Sector companies) in India where HR services were provided (To be provided if not covered under NDA)	Date of contract (dd/mm/yyyy)	Value of Contract (Rs.)	Please indicate the part executed & billed amount against the order only if same has not completed by the bid opening date (in Rs.) else indicate “Completed”

**Note:** if any information provided by the bidder by way of self-certification or otherwise is found to be false, the bidder would be disqualified at any stage.

Authorized signatory's Name with seal  
with seal

Applicant's Name with seal

Name:

Title:

Signature

Company Secretary's Name

Name

Title

Signature:



## Form – 7: No Blacklisting Certificate

[On the letterhead of the organisation]

### **No Blacklisting Certificate**

This is to certify that ----- (name of the organisation), having registered office at -----  
-----  
----- (address of the registered office), as on date of submission of the bid, the bidder has not been blacklisted by any Government entity in India.

Signature:

Name of the Authorized Signatory:

Designation:

## Form – 8: Non-Termination Certificate

[On the letterhead of the organisation]

### **Non-Termination Certificate**

This is to certify that ----- (name of the organisation), having registered office at -----  
-----  
----- (address of the registered office), as on date of submission of the bid, has not withdrawn from similar project or have not had any termination of contract from similar project with Government entities in the last 3 years.

Signature:

Name of the Authorized Signatory:

Designation:

**Note:** In case information required by CHI is not provided by the bidder in the forms / formats provided above, CHI shall proceed with evaluation based on information provided and may not request the bidder for further information. Hence, responsibility for providing information as required in the above forms lies solely with the bidder.

## Form – 9: Declaration regarding Manpower recruited by the bidder

### Declaration regarding Manpower recruited by the bidder

(To be given on Company Letter head)

In response to the to Eol No. \_\_\_\_\_ dated \_\_\_\_\_ for Selection of HR Recruitment Agency for consultancy services required for hiring of Technical (Contractual) manpower in CHI

I/WE hereby declare that our Company/Firm \_\_\_\_\_

(i) **Has** successfully recruited for their clients manpower (at least 50 personnel during three years prior to bid opening) for Information Technology roles in the domains of software solution development, implementation, maintenance & testing, data center operations excluding support roles such as of data entry operator/technical or non-technical help desk support etc. The details of such recruitments have been furnished under a tabular statement as per the following format along with the bid:

S.NO.	Details of past recruitment done by the bidder for Information technology roles			
	Designation of Information Technology role	Number of personnel recruited for the role	Month/Year when recruitment was carried out by bidder	Name of Client* (*if NDA signed with client. Please mention "NDA")

OR

(ii) **Has not** successfully recruited for their clients manpower (at least 50 personnel during three years prior to bid opening) for information Technology roles in the domains of software solution development, implementation, maintenance & testing, data center operations excluding support roles such as of data entry operator/technical or non-technical help desk support etc.

*(bidders to strike out option (i) or (ii) as applicable)*

Authorised signatory's Name with seal

Applicant's Name with seal

Name:

Title:

Signature:

## Form-10: Financial Proposal

Sl. No.	Component	Monthly Agency charge per position Quotation (in Percentage upto two decimal place)
1	Consultancy/ Service Charges for Outsourcing of Manpower on Contract Basis	In percentage of CTC* :- _____ Of fixed cost (per position)

**Note:** The minimum Monthly Agency charge per position Quotation should not be less than 5%.

\*CTC, for the purpose of calculating % of service charges as mentioned above, shall include basic salary, Allowance, PF, ESIC, Leave Salary etc. but should exclude service tax and agency's administrative and any other charges not indicated above.

*I/We agree to understand the work subject T&C stipulated by CHI at the rate quoted above.*

**Date:**

**Signature of Authorized officer for Agency**

**Time:**

**Full Name:**

**Seal:**

**Note:**

1. We understand that the CTC shall be fixed by CHI.
2. The percentage quoted herein shall remain firm and unchanged throughout the contract period. Any request for change of rates during the tenure of the contract would not be entertained by the CHI.

\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*