

REQUEST FOR PROPOSAL
OUTSOURCING OF CLERICAL ACTIVITIES / SERVICES OF FARIDABAD CITY
TRANSPORT SERVICES LTD.

(HARYANA, INDIA)

Ref No:FCTSL/2019/56

Issued on 11/12/2019

DNIT Amount: ₹ 17.82 Lakhs

Employer: Faridabad City Transport Services Limited
Nain Sadan, 3rd Floor, Plot No. 35
Sector 20A, Behind EF3 Mall
Near Old Faridabad Metro Station
Faridabad - 121001
(Haryana)
Email : faridabadsmartcitylimited@gmail.com

DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Faridabad City Transport Services Limited (here forth referred to as FCTSL in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidder (consultant/contractor/developer/Manufacturer/Supplier etc) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The FCTSL and its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The FCTSL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

The FCTSL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the FCTSL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the FCTSL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the FCTSL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Sd/

Chief Executive Officer

Faridabad City Transport Services Limited

E-TENDER NOTICE

Faridabad City Transport Services Limited (FCTSL) invites online tenders for the work mentioned below:-

Sr No	T No	Name of Work	Estimated Cost of Works	EMD to be deposited by bidder (₹)	Tender Document Fee Plus Service Fee in INR	Bid Release time and Date	Last date for online Submission of bids	Tender Open Date
1		Outsourcing of Clerical Activities / Services of Faridabad City Transport Services Ltd.	17.82 Lakhs	35000	2000	11/12//2019 @17:30 hrs	10/01/2020@15:30 hrs	10/01/2020 @16:30Hours

1. Tender will be opened on 10/01/2019 @16:30 Hrs
2. The detail tender notice and Tender Document can be seen on website: <https://etenders.hry.nic.in> and downloaded online from the Portal: <https://etenders.hry.nic.in> by the Firms / Individual registered on the Portal.
3. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://etenders.hry.nic.in> is a prerequisite for e-tendering.
4. For any other queries, please contact Chief Administrative Officer, Faridabad City Transport Services Limited, Faridabad phone no. 9599780918. For further details and e-tendering schedule, visit website <https://etenders.hry.nic.in/>
5. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should follow Section 1. Letter of Invitation-“General Terms and Conditions for e tendering ”.

Chief Administrative Officer
Faridabad City Transport Services
Limited, Faridabad

**Chief Executive Officer
Faridabad City Transport Services Limited
Faridabad [HR]**

Name of the work	Outsourcing of Clercial Activities / Services of Faridabad City Transport Services Ltd.
Probable Amt. of Contract	₹17.82Lakhs
Amount of Earnest Money Deposit(EMD)	₹ 35,000/-shall be deposited in the form given in the ITB. The bidder shall upload the scan copy of EMD documents in the E-Procurement Portal along with Technical Bid and Original copy along with physical submission in a separate, sealed envelope). Original EMD documents shall be submitted along with the Technical Proposal (Envelope A) as per the time and location specified in the Data Sheet.
Tender Document Fee (Payable to FCTSL)	₹ 2000 (Non Refundable) shall be payable by Demand Draft (DD) from any Indian Schedule Bank approved by RBI in favour of “Faridabad City Transport Services Limited” payable at Faridabad.
Time allowed for completion of work	12 (Twelve) Months.
Date of Tender Release	From 5:30 PM on 11.12.2019
Last Date of ONLINE Bid Submission	Up to 03:30 PM on 10.01.2020
Last date of Physical Document Submission (Envelope ‘A’)	UP TO 4:00 PM ON Date: 10.01.2020
Date of opening of Envelope ‘A’ & ‘B’ of	Date: 10.01.2020 @ 04.30 PM onwards at Office of The Chief Executive Officer, Faridabad City Transport Services Limited.
Online Financial Bid	To be intimated later.
Type of Bidder	The bidder must be eligible bidders as per eligibility criteria laid down in RFP.

Name of the work	Outsourcing of Clercial Activities / Services of Faridabad City Transport Services Ltd.
Type of Tender	Open
Vender Class	Other
Type of contract	Service Contract
Engineer-in charge	Any Officer Not below the rank of Chief Admintrative Officer Appointed by CEO, Faridabad City Transport Services Limited.
Bid Validity Period	180 days

SECTION 1: INVITATION FOR TENDERS [IFT]

Faridabad City Transport Services Limited (FCTSL) invites **tenders on Unit Rate**, from eligible bidders. **The bidder must meet the eligibility criteria laid down in RFP.** The tender documents can be downloaded from <https://etenders.hry.nic.in> from 16.11.2019, 5.30PM onwards. The last date of tender online submission is on 29.11.2019 up to 3: 30 PM.

A. Work Details:

Sr. No.	Name of Construction Work	Completion period	Amount of EMD	Cost of tender document (Transaction Fee)
1.	Outsourcing of Clercial Activities / Services of Faridabad City Transport Services Ltd.	¹² (Twelve) Months	₹ 35,000/-	₹ 2000/-

B. Key Dates:

S. No.	Stages	Start Date and Time
1	Online Tender Release / Publishing Date	11.12.2019 @ 5:30 PM
2	Document Download Start Date	11.12.2019 @ 5:30 PM
3	Pre Bid Meeting at FCTSL Office	23.12.2019 @ 11.00 AM
4	Last Date of Receipt of Queries	24.12.2019 @ 3.30 PM
5	Online Bid Submission Start Date	11.12.2019 @ 5:30 PM
6	Online Bid Submission Closing Date	10.01.2020 @ 3.30 PM
7	Last Date of Physical document submission at FCTSL office	10.01.2020 @ 4:00 PM
8	Date & time of Opening of Envelope A & Bat FCTSL office	10.01.2020 @ 4:30 PM
9	Online financial bid opening	To be intimated later

- The proposal is available online on <https://etenders.hry.nic.in> from **11/12/2019 (17:30 hrs onward) to 10/01/2020 (up to 15:30 hrs)** for a non-refundable fee as indicated in the Data Sheet as scheduled in General Terms and Condition for E-tendering. Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
- For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC). Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <https://etenders.hry.nic.in> is a prerequisite for e-tendering.
- Proposal must be submitted online on <https://etenders.hry.nic.in> on or before **15.30 hours on 10/01/2020** and the "Technical proposal" will be **opened online on the 10/01/2020 at 04:30 PM**. The "Financial proposal" shall remain unopened in the e-procurement system until the second public Bid opening for the financial proposal. Any proposal or modifications to proposal received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the Proposal as specified, the Proposal will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of Proposal.
- The bidder shall also submit the Technical proposal in hard bound.
- For any other queries, please contact Chief Administrative Officer, Faridabad City Transport Services Limited, Faridabad on phone No. 9599780918 For further details and e-tendering schedule, visit website <https://etenders.hry.nic.in>.

Yours sincerely,

Address: Faridabad City Transport Services Limited,
Nain Sadan, 3rd Floor, Plot No. 35
Sector 20A, Behind EF3 Mall
Near Old Faridabad Metro Station
Faridabad - 121001 (Haryana)
PhNo. 9599780918
[Email: faridabadsmartcitylimited@gmail.com](mailto:faridabadsmartcitylimited@gmail.com)

Eligibility Criteria:

- 1 This Invitation for Bids is open to all eligible bidders.**
- 2 All bidders shall provide a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.**

I General Instructions to the Bidder

1. No Bidder shall submit more than one Bid for the Project.
2. A Bidder shall ensure that Power of Attorney is legalized / apostille by appropriate authority notarized in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.
3. The Bidder should submit a Power of Attorney as per the format provided in Annexure - E, authorizing the signatory of the Bid to commit the Bidder.
4. Unless otherwise indicated, the bidder means single entity firm.

II Pre-qualification Criteria:

(a) All Contractors/ Bidders shall provide the requisite information accurately and with sufficient details as required in **Section-3: Qualification information**. The bid is open to all Bidders who fulfill the criteria laid down in the NIT.

(c) To become eligible , bidder must satisfy the following: Criteria

- (i) Achieved during the last Three (3) financial years (2018-19, 2017-18, 2016-17), an average annual financial turnover of at least 30% of Estimated cost.
- (ii) Service providers should be registered with the labour Department of State/ Central Govt. Certificate of other States shall be considered. However the bidder shall submit the Labour Certificate of Haryana, before signing of the agreement.
- (iii) The intending tenderers shall provide valid (on date of issue of tender) certificate duly signed by the bidder for the following;
 - (a) ESIC (Registration Certificate)
 - (b) EPF/ PPF (Registration/ Enrolment/ Return Certificate)
 - (c) GST (Registration/ Return Certificate)
 - (d) PAN No. (Copy)
- (iv) Having at least three years of experience in (government sector) outsourcing of the following; a) Clerk and b) Peons. Provide Experience certificate from the Officer not below the rank of Executive Engineer in Government Department or General Manager in case of Private firm/ company

Note:

- i. The turnover shall be indexed at the compounded rate of 10 % (Ten percent) for each earlier year.
- ii. Proof of having successfully completed similar works must be submitted in the form of a completion certificate issued by an officer not below the rank of an Executive Engineer. This certificate must be in the format appearing in Annexure 4. The completion certificate should clearly indicate the amount of above similar work as a part of completed projects. Experience in Private Sector shall not be considered. Information regarding bidders experience shall cover the works carried out by the applicant in his own name only and not as a sub-contractor.
- iii. The indexing factors for updating the value of works completed in previous years to the current financial year are mentioned as below:

Financial Year	Indexing Factor
FY 2018-2019	1.0
FY 2017-2017	1.1
FY 2016-2017	1.21
FY 2015-2016	1.33
FY 2014-2015	1.46

In addition to the pre-qualification criteria mentioned above the following criteria shall also be satisfied for eligibility of the Bidder:

1. The bidder should have a bank solvency of **20% of Estimated Cost** issued by any scheduled Bank. The solvency certificate should not be more than twelve months old. The solvency certificate shall be on Banks Letter Head and duly signed by the Banks Designated Authority in Original. The solvency Certificate shall be as per the prescribed format provided in the Annexure 2
2. It is necessary that the bidder should have executed the above work as a main Bidder firm.
3. Bidders should submit all requisite and necessary details/documents with respect to the eligibility criteria. The said details to be submitted in prescribed forms appended with this tender document. The details of the requisite forms are as under:
 - (i) Qualification Information Annexure- B
 - (ii) Banker's Certificate(Solvency Certificate) Annexure-G
 - (iii) Undertaking Annexure-I
 - (iv) Information regarding current claims, arbitration & litigation, if any Annexure-H
 - (v) Affidavit of having provided all correct information Annexure-J
 - (vi) Payment terms Annexure – K
 - (vii) Service Agreement Annexure – A
 - (viii) Power of Attorney Annexure – E
 - (ix) Letter of Award Annexure – F
 - (x) Details near relatives Annexure – D
 - (xi) Bank Gurantee Annexure - C

Note: All aforesaid Annexure must bear the seal and signature of the Bidder or a duly authorized person.

1. Bidder must ensure providing complete information in Annexures mentioned above along with their signatures [under seal] wherever required, before submission of tender.
2. Each Bidder must enclose
 - a) Self Certified Copies of Income Tax Returns for the last 5 (Five) years .
 - b) Turnover certificate of Last 5 Years certified by Chartered Accountant in Original.
 - c) An affidavit that all the information furnished with the pre-qualification document is correct in all respects (Draft format of Affidavit is provided in the tender document).
3. The Bidder should have valid GST. Copies of latest GST returns filed with Sales Tax Dept. along with a certificate of the Bidder that these returns have been filed with the Sales Tax Dept.
4. The bidder should have valid ESIC registration Certificate. A self certified copy must be submitted.
5. The bidder should be registered with the Commissioner, Provident Fund if he has 10 or more than 10 persons in his employment and should submit copy of the registration along with the Technical bid.. If registration is applicable and bidder is not registered then bidder will submit affidavit to get registered with the Commissioner , Provident Fund before signing the agreement. If the bidder fails to submit the

PF registration certificate before signing the agreement, FCTSL reserve the right to cancel the bid. In case the bidder has less than 10 persons in his employment, he shall submit an affidavit to this effect in lieu of such registration.

6. Even though the Bidder meets the above qualifying criteria, he is subject to be disqualified if he has;
- a) Made a misleading or false representation[s] in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements.

And/ Or

- b) A record of poor performance such as Abandoning a work, Poor quality of work, Claim, Litigation History, or Financial failures etc. in any State Govt. organization/services/corporations/local body etc. (by whatever names these are called).

Chief Executive Officer
Faridabad City Transport
Services Limited
Faridabad (Haryana)

General Terms and Conditions for E-tendering:

1. The detail tender notice and Tender Document can be seen on website: <https://etenders.hry.nic.in> and downloaded online from the Portal: <https://etenders.hry.nic.in> by the Firms / Individual registered on the Portal.
2. As the proposals are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest.
3. The payment for Tender Document Fee shall payable by Demand Draft (DD) from any Indian schedule Bank approved by RBI in favour of “Faridabad City Transport Services Limited” and the payment for EMD shall be deposited in the form given in the ITB.
4. The undersigned reserves the right to reject any or all the tenders without assigning any reason what so ever and no conditional and postal tenders will be accepted.
5. If the date on which the tenders are to be received is declared a public holiday, the tender will be received on the next working day.
6. The offer will remain valid up to 180 days from the due date of submission of tenders.
7. Any amendment to a tender after opening of tender made by the tenderer according to his own will is liable to be ignored altogether and such tenderer will be debarred from tendering for a period of six months

Technical Proposal

Format for Technical proposal

We are pleased to submit the technical proposal as per detail given below:-

Sr. No.	Documents to be uploaded by the bidder	Bidder's Response (Yes/No)
1	Service providers should be registered with the labour Department of State/ Central Govt. Certificate of other States shall be considered. However the bidder shall submit the Labour Certificate of Haryana, before signing of the agreement.	
2	The Intending tenderers shall provide valid (on date of issue of tender) certificate duly signed by the bidder for the following; (a) ESIC (Registration Certificate) (b) EPF/ PPF (Registration/ Enrolment/ Return Certificate) (c) GST (Registration/ Return Certificate) (d) PAN No. (Copy)	
3	The intending tenderers shall submit proof of solvency amounting to at least 20% of the tender cost from a Scheduled bank. The solvency certificate should not be more than twelve months old. The solvency certificate shall be on Banks Letter Head (original) and duly signed by the Banks Designated Authority in Original and duly signed by the bidder. The solvency Certificate shall be as per the prescribed format. OR any other proof of solvency duly attested. (Performa attached)(Annexure -C)	
4	Having at least three years of experience in government outsourcing of the following; a) Clerk and b) Peons. Provide Experience certificate from the Officer not below the rank of Executive Engineer in Government Department or General Manager in case of Private firm/ company.	
5	The intending tenderers shall submit an affidavit duly signed by the bidder to the effect that the service Provider has neither been blacklisted nor debarred by any Authority. (Performa attached)(Annexure-J)	

Sr. No.	Documents to be uploaded by the bidder	Bidder's Response (Yes/No)
6	A Proof of annual turnover of the intending tenderers should be at least 30% of the tender cost for the last three years (2018-19, 2017-18, 1016-17)duly certified by the Chartered Accountant.	
7	<p>The following documents shall be submitted along with the tender duly filled and signed and complete in all respect:-</p> <p>(i) Registration Certificate of the service provider under Companies Act duly signed by the bidder</p> <p>OR</p> <p>(ii) Copies of the relevant documents if the service provider firm as sole proprietary firm duly signed by the bidder</p>	
8	The intending tenderers shall submit Income Tax Return duly attested by the CA for the last three Years.	
9	Power of Attorney on Rs 100 Stamp Paper authorizing for signing the bid documents. (Performa attached)(Annexure-E)	
10	Duly signed RFP including all corrigendum's and Pre bid responses.	
11	All documents are sealed and signed.	

Signature &

Stamp of Bidder

Address:-

E-mail:-

ContactNo.-

Section 1a:

Letter of EMD – Envelop – ‘A’

To,

**Chief Executive Officer,
Faridabad City Transport Services Limited
Nain Sadan, 3rd Floor, Plot No. 35
Sector 20A, Behind EF3 Mall
Near Old Faridabad Metro Station
Faridabad - 121001(Haryana)**

Sub:Outsourcing of Clercial Activities / Services of Faridabad City Transport Services Ltd.

Dear Sir,

Enclosed please find original EMD document in favour of **Faridabad City Transport Services Limited** against Earnest Money Deposit for the work mentioned.

Thanking You

Yours Faithfully

For and on behalf

(Seal and Signature of the Authorized Signatory)

Enclosure: AA

Letter of Technical Bid Envelop –‘B’

To,

**Chief Executive Officer,
Faridabad City Transport Services Limited
Nain Sadan, 3rd Floor, Plot No. 35
Sector 20A, Behind EF3 Mall
Near Old Faridabad Metro Station
Faridabad - 121001(Haryana)**

For Bid Invitation No.:

Date:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instruction to Bidders (ITB);
- (b) We offer to execute in conformity with the bidding Documents the following Work/s: **Outsourcing of Clerical Activities / Services of Faridabad City Transport Services Ltd.**. Our bid shall be valid for a period of **180 days** from the bid submission due date in accordance with the bidding documents, and it shall remain binding up on us and may be accepted at any time before the expiration of that period;
- (c) **If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;**
- (d) We, including any sub-Bidders or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITT;
- (e) We are not participating, as a Bidder in more than one bid in this bidding process in accordance with the ITT,
- (f) Our firm, its affiliates or subsidiaries including any Sub-Bidders or suppliers for any part of the contract, has not been declared ineligible by Government of Haryana (GoH)/ Government of India (GoI) or any of its undertakings/Other Departments any State Government, any public sector unit or any Local Body.
- (g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (i) We are not a Government owned entity / we are a Government owned entity, meeting all the requirements of the ITT.

Seal and Signature:

Name.....

Signed in the capacity of.....

Duly authorized to sign the Bid for and on behalf of..... Date:

SECTION 2: INSTRUCTIONS TO BIDDERS/Tenderers (ITB/ITT)

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1. Broad Scope of Tender

The Faridabad City Transport Services Limited (abbreviated as 'FCTSL' and Referred to as the 'Employer' in these documents) invites Tenders on EPC basis from eligible Bidders for the Works as defined as "Outsourcing of Clerical Activities / Services of Faridabad City Transport Services Ltd." in this document and referred to as "the Works".

Outsourcing of computerized cum Clerical Activities/services of Faridabad City Transport service Limited as per requirement

E-tenders are invited by the undersigned on behalf of FCTSL from the Private Limited or Public Limited Companies or Labour Cooperative Societies or Firms having license from labour commissioner, Haryana for the following mentioned services/activities for a period of One year at the sole discretion of the FCTSL or up to the date on which a regular incumbent is posted, whichever is earlier, in accordance with the outsourcing policy part-1 of Haryana Govt. Notification Dated: 06-04-2015, on rates fixed by Government for the year 2019-20 payable to each category of engaged work:-

All other guidelines issued by Electronics & information Technology Department, Govt. of Haryana/Haryana State Electronic Development Corporation limited (HARTORN) shall also be applicable.

Name of the post	Category (As per prescribed qualification / experience)	Minimum qualification / experience	Nos.
Assistant	Highly skilled	Minimum Qualification: Graduation with Four years or more experience.	1
Stenographer	Highly skilled	Minimum Qualification: Graduation with Four years or more experience having specialized experience.	1
Office Clerk	Skilled	Minimum Qualification is Matriculation and above with more than 2 years of experience or some specoialized experience.	2
Driver	Semi- Skilled	Prescribed qualification is less than Matriculation but require some specified work experience or a certificate/diploma course of one year or less duration.	2
Peons	un-skilled	Prescribed qualification is middle standard pass, does not require any specific experience.	3
Total			9

- i) The number of posts in each category will be as per requirement of the FCTSL from time to time and as per budget available under different schemes to be implemented by FCTSL
- ii) All the posts to be engaged will be as per policy engaging/outsourcing of services/activities policy dated 06.04.2015.
- iii) The number of persons to be engaged in all categories may change as per the requirement of the Department as and when required. The Service Provider / Agency shall provide manpower services accordingly as per the demand of the Department.

- iv) GST if Applicable shall be reimbursed on production of Proof by the Service Provider.
 - v) All persons employed by him shall be efficient, skilled (wherever required), honest and conversant with the nature of work.
 - vi) Category of Requirement of Manpower can be created / deleted.
2. **Eligible Bidders:** shall be as defined in Section 1.
 3. **Qualification of the Bidder:** shall be as defined in Section 1.
 4. **One Tender per Bidder:** Each Bidder shall submit only one Tender for the Project. A Bidder who submits or participates in more than one Tender (other than as a Sub Bidder or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Bidder's Participation to be disqualified.
 5. **Cost of Tendering:** The Bidder shall bear all Costs associated with the Preparation and Submission of his Tender and the Employer will in no case be Responsible and Liable for those Costs.
 6. **Office Visit:** The Bidder, at his own Responsibility and Risk, is encouraged to visit and examine the office and its surroundings and obtain all Information that may be necessary for preparing the Tender and entering into a Contract for the scope of work. The cost of visiting the office shall be at the Bidder's own expense.

Tender Documents

7. Content of Tender Documents

The Set of Tender Documents shall have all the Sections given in 'Contents' of this document.

8. Clarification of Tender Documents

A prospective Bidder requiring any clarification of the Tender Documents may present himself with his queries in the pre-bid meeting as detailed in the N.I.T. or send the same at the address/email indicated in the bid document so that these may reach the Authority before the date and time mentioned under KEY DATES.

9. Amendment of Tender Document

9.1. Before the Deadline for Submission of Tenders, the Employer may modify the Tender Document by issuing Addenda.

9.2. Any Addendum thus issued shall be part of the Tender Documents and shall be updated on the website and **NOT** communicated in writing to any purchaser of the Tender Document. To give Prospective Bidders reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer may extend, as necessary, the Deadline for Submission of Tenders, in accordance with S. No. 16 below.

A. Preparation of Tenders

10. Documents Comprising the Tender

Only Technical Proposal shall be submitted both physically (hard Copy) as well as online. **FINANCIAL PROPOSAL SHALL BE SUBMITTED ONLINE ONLY.** The hard Copy of the Tender shall be submitted by the Bidder with Two sealed envelope and shall contain the Documents as follows.

Envelope A:

i) Earnest Money Deposit Receipt: The Bidder shall make the Earnest Money Deposit **₹. 35,640** in favour of "Faridabad City Transport Services Limited" and may be in one of the following forms

- a. Demand Draft
- b. Bankers Cheque

The bidder shall upload the scan copy of EMD document in the E-Procurement Portal along with Technical Bid and Original copy along with physical submission in a separate, sealed envelope).

ii) Letter of EMD (As per format on page 18)

iii) Tender Fee (Demand Draft)

Envelope B:

i) Letter of Technical Bid (As per format given in Page 19.)

ii) Pre-Qualification Information as per Formats given in Section-1: Pre-qualification document.

iii) Any other information required for completing and submitting the tender by Bidders in accordance with these Instructions.

The Documents Listed under Sections - 1 shall be filled and submitted in without exception.

11. Tender Prices

11.1. The Contract shall be for the Whole Works as described in General Scope of Works clause 1.0 and its Sub Clause 1.1.

11.2. The Price shall be inclusive of all taxes including Goods and Service Tax (GST) as applicable by the law. The Unit rates quoted by the bidders shall include Goods and Service tax. The quoted rate shall therefore be including the Goods and Service tax and other taxes & Duties, such as Labour Cess, Royalties, etc. imposed by the Government (State or Central)] and other Levies payable by the Bidder under the contract or for any other cause. FCTSL will not be responsible for changes in any of the tax rates.

11.3. The Lump sum Price quoted by the Bidder shall be subject to adjustment during the Performance of the Contract in Accordance with the Provisions of the General Conditions of Contract.

12. Tender Validity

12.1. Tenders shall remain valid for a period not **less than 180 days** after the Deadline Date for Tender Submission specified in Clause - 16. A Tender valid for a Shorter Period shall be rejected by the Employer as Non Responsive. In Exceptional Circumstances, prior to expiry of the Original Time Limit, the Employer may request that the Bidders may extend the Period of Validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting his Earnest Money Deposit. A Bidder agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a period of the extension, and in compliance with Clause - 13 in all respects.

13. Earnest Money Deposit

13.1. The Bidder shall make the Earnest Money of **deposit of ₹35,640** in favour of "Faridabad City Transport Services Limited" and may be in one of the following forms .

- a. Demand Draft
- b. Bankers Cheque

The bidder shall upload the scan copy of EMD document in the E-Procurement Portal along with Technical Bid and Original copy along with physical submission in a separate, sealed envelope).

13.2. Any Tender not accompanied by an acceptable Earnest Money Deposit as indicated in Sub Clause 13.1 above shall be rejected by the Employer as Non Responsive.

13.3. The Earnest Money Deposit of unsuccessful Bidders shall be returned within 30 days of the end of the Tender Validity Period specified in Sub Clause 12.1

13.4. The Earnest Money Deposit of successful Bidders shall be returned after production of Performance Security and signing of Agreement

13.5. The Earnest Money Deposit made by a Bidder may be forfeited:

- (a) If the Bidder withdraws the Tender after Tender Opening or during the Period of Tender Validity;
- (b) If the Bidder does not accept the Correction of the Tender Price, pursuant to Clause 23; or
- (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to execute the Agreement with the FCTSL for works under this bid.

14. Format and signing of Tender:

14.1. The tendering system for the work comprises three stages

- (i) EMD
- (ii) Technical Bid [Eligibility qualification]
- (iii) Online Financial Bid.

The Bidders are required to submit the online tender and submit hard copy with all required documents in Two Sealed Envelopes – A & B, as detailed above, manually within specified time and date at the address given below.

Chief Executive Officer,

Faridabad City Transport Services Limited

Nain Sadan, 3rd Floor, Plot No. 35

Sector 20A, Behind EF3 Mall

Near Old Faridabad Metro Station

Faridabad - 121001(Haryana)

14.2. In Stage II [Technical Bid] the Bidder shall prepare the Documents comprising the Tender as described in Clause - 10 of these Instructions to Bidders. Bidders shall attach all Copies of Certificates pertaining to their

Eligibility Criteria, Qualification Information Documents and Credit lines / Letter of Credit / Certificates from Scheduled Banks, failing which the Bid shall not be considered.

14.3. Stage III - SUBMISSION OF ONLINE FINANCIAL BID. (DO NOT SUBMIT FINANCIAL PROPOSAL PHYSICALLY).

14.4. The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the Employer.

B. Submission of Tenders

15. Procurement of Tenders

Tender Documents may be downloaded from the e procurement portal <https://etenders.hry.nic.in> as indicated in the NIT Bidders shall submit signed, complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission shall be physically (hard Copy) as well as online.

Only the authorized representative of the Bidder shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.

Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

The signed Proposal shall be marked "Original". The scanned Copy shall be made from the signed original and submitted online. If there are discrepancies between the original and the scanned copies submitted online, the tender committee at FCTSL shall decide the one prevails.

If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

Bidders are advised to visit the respective site before quoting their rates. Once the bids are accepted, no claim whatsoever will be acceptable.

The data provided in the RFP is tentative and the Contractors are required to verify site for invert levels, rising mains, length and dia of pipe from pumping stations, water table, bearing capacity, Geo Physical condition and other required information required for designing and execution of work before tendering. No payments for design, dewatering, pile foundation, price escalation etc. will be made on this account.

16. Deadline for Submission of the Tenders

16.1. As per KEY DATES given in tender notice.

16.2. The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause - 9, in which case all Rights and Obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1. Envelopes 'A & B' received by the Employer after the Deadline prescribed As per KEY DATES given in tender notice will **not** be accepted.

C. Tender Opening and Evaluation

18. Opening of Envelope 'A' [EMD] and Envelope 'B' of all Tenders and Evaluation to determine Qualified Bidders:-

18.1. The Employer shall open Envelope 'A' of all the Tenders received (except those received late), in the presence of the Bidders or their representatives who choose to attend such opening of Envelope 'A' of the Tender at **16.30 HOURS ON 29.11.2019** at the office of the Chief Executive Officer, Faridabad City Transport Services Limited. In the event of the Specified Date of Tender Opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

18.2. The Bidders' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), will be announced by the Employer at the opening. Late Submission of EMD will be rejected, unopened (wherever Applicable).

18.3. Envelope 'B' [Qualification Information] only of those Bidders who have submitted all the documents prescribed in Envelope A and are found in order in all respects shall be opened for technical evaluation.

18.4. The Employer shall prepare Minutes of the Tender Opening, including the information disclosed to those present in accordance with Sub Clause - 18.3 (Wherever Applicable).

18.5. Online tender of other bidders shall be kept unopened.

18.6. The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause - 2; (b) is accompanied by the Required Earnest Money Deposit as per stipulations in ITT Clause 10 and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause – 3 (Section1). The Employer will draw out a List of Qualified Bidders and will intimate these Qualified Bidders.

19. Opening of online tender of Qualified Bidders and Evaluation.

19.1. The Employer will inform all the qualified Bidders the Time, Date and Venue fixed for the opening of online tender containing the Unit Rate financial offer. The Employer will open the online tender of Qualified Bidders at the Appointed Time and Date in the presence of the Bidders or their Representatives who choose to attend. In the event of the Specified Date of online Tender opening being declared a holiday for the Employer, Online Tender shall be opened at the appointed Time and Location on the next working day.

19.2. The Bidders names, the Tender Prices, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.

19.3. The Employer shall prepare Minutes of the Online Tender Opening, including the Information disclosed to those present in accordance with Sub Clause - 19.2.

20. Process to be Confidential

20.1. Information relating to the Examination, Clarification, Evaluation, and Comparison of Tenders and recommendations for the Award of a Contract will not be disclosed to Bidders or any other persons not officially concerned with such process until the Award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

21. Clarification of Tenders Clarification of Tenders

21.1. To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Bidder for clarification of his Tender. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause - 24.

21.2. Subject to Sub Clause 21.1, no Bidder shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

21.3. Any effort by the Bidder to influence the Employer in the employer's Tender Evaluation, Tender Comparison or contract award decisions may result in the rejection of the Bidders' Tender.

22. Examination of Tenders and Determination of Responsiveness

22.1. Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and (b) is fully responsive to the requirements of the Tender Documents.

22.2. A responsive Tender is one which

- Confirms to all the conditions or criteria set in the pre-qualification criteria
- Submission of all supporting documents indicated in Section 1,
- EMD, Tender Document Fee & Processing Fee, Pre Contract Integrity Pact (in prescribed format) are enclosed,
- All forms and annexures are enclosed.
- Bid Capacity is achieved.

- Terms Conditions and Specifications of the Tender Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the Scope, Quality or Performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender Documents, the Employer's Rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting fully responsive Tenders.

22.3. If a Tender is not found to be fully responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

23. Correction of Errors

23.1. Tenders determined to be fully responsive will be checked by the Employer for any arithmetic errors.

23.2. The amount stated in the Tender will be adjusted by the Employer for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.4 (b).

24. Evaluation and Comparison of Tenders

24.1. The Employer will evaluate and compare only the Tenders determined to be fully Responsive in accordance with Clause - 22.

24.2. In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any Correction for Errors pursuant to Clause - 23.

24.3. The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers and other factors, which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Tender Evaluation.

After Evaluation of the Price Analysis, the Employer may require that the amount of the Performance Security be increased at the expense of the Successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the contract.

D. Award of Contract

25. Award Criteria

25.1. Subject to Clause-26, the Employer will award the Contract to the Bidder whose Tender has been determined to be fully responsive to the Tender Documents and who has offered the Lowest Evaluated Lump sum Tender Price, provided that such Bidder has been determined to be (a) Eligible in accordance with the Provisions of Clause - 2, and (b) Qualified in accordance with the Provisions of Clause - 3.

26. Employer's Right to accept any Tender and to reject any or All Tenders

26.1. Notwithstanding Clause - 25, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the 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 the Employer's action.

27. Notification of Award and Signing of Agreement

27.1. The Bidder whose Tender has been accepted will be notified in writing of the award by the Chief Executive Officer (CEO) prior to expiration of the Tender validity period. This written communication from the employer to the successful Bidder shall be termed as the "Letter of Acceptance". This Letter (hereinafter called the "Letter of Acceptance") will state the sum that the Chief Executive Officer will pay the Bidder in consideration of the execution and completion of the Works by the Bidder as prescribed by the Contract (herein after and in the Contract called the "Contract Price").

27.2. The Notification of award will constitute the formation of the Contract.

27.3. The Agreement will incorporate all Agreements between the CEO from FCTSL and the successful Bidder. It will be kept ready for signature of the successful Bidder in the office of the CEO within 21 days following the

notification of award along with the Letter of Acceptance. Within 7 days of Receipt, the successful Bidder will sign the Agreement and deliver it to the CEO, FCTSL. The duration of the project will be considered from the date of signing the agreement. The format of agreement as per **Annexure -A**

- 28. Performance Security :** The successful bidder shall submit the performance security of 10% of Contract value before signing the agreement as per format given at Annexure – C. The Performance Security shall be release after successful completion of contract.
- 29. SHORT CLOSE :**FCTSL reserve the right to short close the contract without assigning any reason to the contractor. The contractor shall not claim any compensation due to short close of contract.
- 30. Payment Terms :** As per Annexure - K

SECTION 3: QUALIFICATION INFORMATION

- 1.1. The Bidder shall meet the Pre-qualification Criteria indicated in Section 1.
- 1.2. The Bidder's experience for each work completed in the last 5 years and those in hand should be certified by an officer not below the rank of Executive Engineer or equivalent and details of works should be furnished as per format given in –**Annexure - B** respectively.
- 1.3. The Bidder should furnish a legal document in the form of an Affidavit in the Performa appearing in **Annexure-J** guaranteeing the truth and accuracy of all statements and information furnished by the bidder as part of this Tender. The Affidavit shall also authorize FCTSL to approach any authority/person to verify the accuracy of the information furnished or enquire about the Bidder competence and his Reputation in general.
- 1.4. Tender submitted by a Bidder, who has been debarred from undertaking any work or has been black-listed by any organization/agency in India as on the date of submission of this tender, shall be summarily rejected.
- 1.5. Bidder should have its own in-house electrical wing fulfilling all the terms & conditions given in the electrical sub heads or can associate any electrical contractor who fulfils the requisite criteria given in the electrical sub heads in the tender document.

Note: The Bidder is required to furnish all information in all the FORMS and their appurtenant formats included herein, (duly signed with seal) failing which the tender is liable to be rejected.

SECTION – 4

Outsourcing of Clercial Activities / Services of Faridabad City Transport Services Ltd.

(TO BE SUBMITTED ONLINE WITH DIGITAL SIGNATURE)

I/we hereby tender to execute the whole of the works as described in the scope of services indicated in called works:

- a) **Name of the Work:**“Outsourcing of Clercial Activities / Services of Faridabad City Transport Services Ltd.”
- b) **Scope as defined in ITT clause 1 under “General”**

Price Schedule

Sr. No.	Name of activity	Unit	Quoted rate in percentage (%) to be written both in figure and words
1.	Outsourcing of computerized cum Clerical Activities/services of Faridabad City Transport Services Limited as per requirement.	Monthly Service charges in percentage on DC Rates	

Note:

- 1. No escalation of Price shall be considered during the contract period.**
2. The Financial Proposal is inclusive of all out of pocket expenses which may be incurred towards travel, documentation, conducting CSTF meeting in **Faridabad City Transport Service Limited** well as Communication expenses during the assignment period
3. Statutory dues/taxes i.e. EPF, ESI, GST & LWF etc. shall be paid by FCTSL
4. Interested registered Service Providers may quote their monthly rates of service charges in percentage on the Dc rates and qualify the technical bid. Their financial bid shall be opened only after they qualify the technical bid. No tenders will be accepted having the service charge quoted equal to and less than @2% concerned DC rate.
5. In case lowest rates quoted by bidders are found to be same of two or more bidders the successful bidder will be selected by draw of lots. However, the service charge quoted equal to and less than@2% shall not be considered.
6. The Bid of any Tenderer who has not complied with one or more of the conditions prescribed in the terms & conditions/minimum technical parameter will be summarily rejected.
7. Tenderers shall quote monthly rates of service charges in percentage required as per tender notice which should not be less than the above prescribed rates over and above the DC rates in the State of Haryana fixed under the Minimum wages Act, 1948, indicating the details of ESI, EPF, and Service Tax etc

Detail Break Up

Sr. No.	Post / Cadder	Qty.	Wages Rate	Monthly Total
1	Assistant	1	19800	19800
2	Stenographer	1	19800	19800
3	Clerk	2	17600	35200
4	Driver	2	15400	30800
5	Peons	3	14300	42900
	Total	9		148500

ANNEXURE - A

SERVICE AGREEMENT

Tender for Outsourcing for Manpower Services in FCTSL

This Agreement is made on this _____ day of _____ between the FCTSL, and M/s _____ a company registered under the companies Act, 1956 a partnership firm constituted between _____ having its place of business or registered office at _____ acting through _____ its Director/Partner (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning there of be deemed to mean and include its/ his/ her/ their respective heirs, executors , administrators and successors/ the partner(s) for the time being of the said firm the survivor(S) of them and the executors administrators and successors of the surviving partners, as the case may be on the second part.

WHEREAS the Service Provider is engaged in the business of providing "**Outsourcing of Manpower Services**".

AND WHEREAS the Service Provider has expressed his keen desire to provide the said Services to FCSTL under this agreement.

AND WHEREAS on the aforesaid representation made by the Service Provider to the' FCSTL the parties hereby enter in to his agreement on the terms and conditions appearing hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSED AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER.

1. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES.

The Service Provider hereby represents warrants and confirms that the Service Provider:-

1.1 has full capacity, power and authority to enter into this agreement and during the continuance of this agreement shall continue to have full capacity power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further action (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution delivery and performance of this agreement.

1.2 Has the necessary skills, knowledge, expertise, adequate capital and competent personnel; system and procedures, infrastructure, capacity and capability to perform its obligations in accordance with the terms of this agreement and to the entire satisfaction of the FCSTL Shall on the execution of this agreement and providing Services to the FCSTL, not violate, breach and contravene any conditions of any agreement entered with any third parties.

1.3 Has complied with and obtained necessary permissions/licences/ authorizations under the central state and local authorities and obtained all required permissions/ licences for carrying out its obligations under this Agreement.

2. OBLIGATIONS OF THE SERVICE PROVIDER

(a) The regularity of the performance of Services will be the essence of this Agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the FCSTL from time to time.

(b) The assessment made by the Service Provider in the tender including number of personal of various descriptions as required provide/give the required quality of Services shall be final and acceptable by and binding upon the Service Provider.

(c) If the FCSTL notice that the personnel of the Service Provider has/have been negligent, careless in rendering the said Service the same shall be communicated immediately to the Services Provider who shall take corrective steps immediately to avoid recurrence of such incident(S) and reports of the FCSTL. If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct etc. the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the FCSTL or itself can take action in accordance with law.

(d) The Service Provider shall furnish a personal guarantee of its Director/ Partner, guaranteeing the due performance by the Service Provider of its obligations under this agreement.

3. ASSIGNMENTS OF AGREEMENT:-

The agreement is executed on the basis of the current management structure of the Service Provider therefore any assignment of this agreement in part or whole to any third party shall be a ground for termination of this agreement forthwith.

4. TERMS

(a) This agreement shall be effective initially for a period of **01** year with effect from _____ to _____ which is further extendable annually up to a maximum period of **02** years on the same rate terms and condition accepted by the Service Provider subject of satisfactory performance of the Service and statutory compliance of all the terms and condition of this agreement. This will; however be further subject to the approval of the competent authority.

(b) The offer/rates plus Administrative charges in percentage shall remain valid for the whole period of contract for **01** year on the basis of wages fixed for each category of the posts mentioned in the Annexure of scope of work and no enhancement in the Administrative charges in percentage under any circumstances shall be allowed.

5. SECURITY DEPOSIT :-

The Service Provider shall be required to deposit 10% security deposit of the annual value of contract in the form of fixed deposit receipt/TDR/CDR from any of the commercial banks in an acceptable form drawn in the name of FCSTL, which shall remain valid for **01** years i.e. covering the total period of contract including **01** years up to which this Service contract may be extended.

6. REFUND OF EARNEST MONEY:-

The earnest money of Rs.35,640/- (Rs. Thirty Five Thousand Six Hundred Forty Only) be deposited at the time of tender and will be refunded to the successful bidder after allotment of work and submission of security deposit @10% of total contract price.

7. FORFEITURE OF SECURITY DEPOSIT :-

The FCSTL shall have absolute rights and powers for forfeiture of said security deposit/bank guarantee, in case of breach of any clause of this agreement without any prior notice and no claim whatsoever on this count shall be entertained.

8. COMMENCEMENT OF SERVICES / ACTIVITIES:-

The Service Provider is required to commence the Services/ Activities within 15 (fifteen) days from the date of issue of letter of intent for the award of contract. In the event of failure a penalty @ 1% (one percent) per day of the total monthly value of contract shall be imposed from that date of issue of letter of intent for non commencement of the Services/Activities subject to the condition that in no case it shall exceed 5% of the total annual value of the contract in the case the Service Provider fails to commence the Services / activities within 30 days from the date of issue of letter of intent it will be presumed that he is no more interested in taking over this Service contract and the letter of intent shall be treated as cancelled at the risk and cost of the Service Provider and his entire deposit including earnest money deposit (EMD) shall stand forfeited. The letter of intent will be issued to L2.

9. RECRUITMENT/REMOVAL OF PERSONNEL BY THE SERVICE PROVIDER:-

Recruitment/ removal of manpower for “_____” (i.e. no. Of persons to be deployed as per their eligibility conditions) to be deployed in FCSTL during the currency period of this agreement shall be made on the recommendations of the Committee(s) to be constituted for the purpose by FCSTL **The manpower may be increased or decreased by the FCSTL as per requirement.** Further, the Service Provider shall issue appointment letters and immediately communicate the list of his employees indicating their name, age, percentage, address both residential and permanent, term of appointment etc. in respect of each employee engaged by him on the date of deployment in FCSTL as well as any subsequent changes, if any, of his employees. The manpower mentioned in the scope of work may be increased or decreased by the competent authority as per requirement.

10. Formulation of mechanism and monthly duty/assignment :

On taking over the responsibility of providing the aforesaid services, the service Provider as well as the persons deployed by him on duty shall be duty bound to carry out the directions/instructions given to him by the FCSTL or any other officer authorized to do so by the Director/Director General in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this agreement. He shall further ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work.

11. Determination of quality of Services/Activities:-

The decision of the FCSTL with regard to determining the quality of Services/Activities done by the Service Provider shall be final and binding upon the Service Provider. The service Provider shall therefore, promptly rectify the defects/deficiencies If any, so pointed out without any extra payment. The FCSTL shall also reserves the right to get the Services/Activities so rejected, done/replaced at his own level and at the risk and cost of the Service Provider by giving him a notice of 7 days in writing. The expenditure so incurred on this account shall be recovered from the bills of the Service Provider or any other outstanding dues or by forfeiture of any of all parts of the security deposit/Bank Guarantee, as he may think proper. The persons so deployed shall be under the overall control and supervision of the Service Provider. The Service Provider shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of the peace and protection of persons and property of the FCSTL.

12. Relationship of Persons deployed by Service provider with FCSTL :-

The person so deployed by the Service Provider for the executing of this agreement shall be his employees for all intents and purposes and in no case, there shall be any relationship of employer and employees between the said persons and the FCSTL either implicitly or explicitly.

13. Medical Examination and Verification of Character and Antecedents:-

The Service Provider shall ensure that his employees are medically fit and free from all communicable diseases before deployment. The character and antecedents of the persons so deployed by the Service Provider shall be got verified from the appropriate authority by the Service Provider at his own level and cost within a period of one month from the date of deployment of each person and the Service Provider will submit certificate in this regard.

14. Terms of payment/submission and verification of bills:-

- a) The contractor shall ensure that all the employees get wages at the rate fixed by Deputy Commissioner, concerned from time to time.
- b) The terms of payment/submission and verification of bills/fees and charges for the services/ activities to be rendered by the Service Provider are at Annexure-‘K’ as agreed to between the parties.

15. Discipline and Conduct:-

- a) The Service Provider shall issue Identity Cards indicating his Trading Style (Insignia) at his own cost, to its persons deployed for rendering the services in FCSTL and may be inspected at any time by the officers so authorized by FCSTL. FCSTL may refuse the entry into its premises to any personnel of the Service Provider not bearing such Identity Cards.
- b) In case of any of the persons so deployed by the Service Provider does not come into the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the Service Provider shall take suitable action against such person on the direction of the Director or any other officer so authorized by him in this regard and should submit compliance report within 7days positively.
- c) The Service Provider shall deploy his employees in such a way that they get weekly rest and other Holidays/National Holidays, as admissible under various Labour Laws as applicable in this regard by

keeping the required number of leave reserves so as to ensure smooth functioning of the Services/Activities within the Scope of Work .

d) The services rendered by the Service Provider under this Agreement shall be under close supervision, co-ordination and guidance of the FCSTL. The Service provider shall frame appropriate procedure for taking immediate action in case of any complaint/defect/deficiencies as pointed out by the authorities time to time.

e) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and or claim whatsoever against FCSTL and under no circumstances FCSTL be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would the FCSTL be liable for any claim(s) whatsoever, of any such person(s).

f) The Service Provider should ensure that the persons so deployed by him in FCSTL shall have to conform to the Rules, Regulations, Discipline and Conduct prevalent in FCSTL from time to time. In case of any deficiency in services or disobedience by the persons so deployed by the Service Provider, the FCSTL shall be at liberty to impose a penalty upto **Rs.50,000/-** (Rs. Fifty Thousand Only) for each lapse after giving him an opportunity of being heard in person. The decision of the FCSTL shall be final and binding on the Service Provider. FCSTL shall have further right to adjust, readjust, or to deduct the aforesaid amount from the payment to be made to the Service Provider under this Agreement or out of the Security Deposits/ Bank Guarantee of the Service Provider.

16. Nature of Agreement:-

The parties hereto have considered and agreed to and have a clear understanding n the following aspects:-

a) This agreement is on the principal to principal basis and does not create and shall not deem to create any employee-employer relationship between FCSTL and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of FCSTL except to extent and purpose permitted herein.

b) This agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the person employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of FCSTL. The Service Provider shall be liable to make payment to its said employees towards their statutory dues like minimum wages. Employees Provident Fund, Employees deposit link insurance, Employees State Insurance, Bonus, Gratuity, Maternity Benefit Act etc. as applicable under various Labour Laws for smooth execution of the Agreement.

c) The FCSTL shall not be liable for any obligations/responsibilities, contractual, legal otherwise, towards the Service Provider's employees/agents directly and /or indirectly, in any manner, whatsoever.

17. Statutory Compliance(s):-

a) The Service Provider shall obtain all Registration(s)/permission(s)/License(s) etc. which are/may be required under any labour laws or other legislation(s) for providing the services under this Agreement.

b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Govt. Rules and regulations with regard to the provisions of the Services under this Agreement. The Service Provider indemnifies against all losses, damages, claims, actions against FCSTL by any authority/office in this regard.

c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislation and more particularly with the Central Labour (Regulations and Abolition) Act, 1970 and rules framed thereunder, as applicable for carrying out the purpose of this Agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of persons employed by the Service Provider and shall duly pay all sums of money to such persons as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.

18. Liabilities and Remedies:-

(a) In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the FCSTL shall be entitled to procure services from other sources at the risk and cost of the Service Provider and he shall be liable to pay forthwith to FCSTL the difference of payments made to such other sources besides damages at double the rates of payment made by FCSTL to other sources within a period of 15 days from the date of service to notice to this effect. In the event of failure of the Service Provider to deposit damages charges with FCSTL within the stipulated period of 15 days, the same will be recovered by FCSTL from the pending dues, if any, bank guarantee etc. of the service provider. In addition, the amount of security deposited shall stand forfeited in full. The service provider shall also be blacklisted due to nonperformance of the Service Agreement faithfully.

(b) In the event of exigencies arising due to the death, infirmity, insolvency etc. of the Service Provider or for any other reason or circumstances, liabilities of the Service Provider shall be borne by the following on such terms and conditions, as the Director may think in public interest.

(i) Legal heirs in case of sole proprietor.

(ii) The next partners, in the case of partnership firms, Directors & other persons responsible for managing day to day affairs of company.

(iii) Otherwise the Director shall reserve the right to settle the matter according to the circumstances of the case, as he may think proper.

19. Losses suffered by Service Provider:-

The Service Provider shall not claim from FCSTL any damages, costs, charges, expenses, liabilities etc. arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act of omission commission, negligence, default or error in judgment on part of itself and /or its personnel in rendering or non-rendering the services under this Agreement.

20. TERMINATION:-

The contract may be terminated in any of the following contingencies:-

(A) On the expiry of the contract period, without any notice

(B) By giving **01** month notice in case:-

i) The Service Provider consistently provides unsatisfactory services.

ii) The Service Provider assigns the services/activities or any part thereof to any other person for sub-letting the whole or a part of the services/activities.

iii) The Service Provider is declared insolvent by any court of law.

iv) The Service Provider is not interested to complete/continue the services/activities.

v) If Service Provider commits breach of any covenant or any clause of this agreement, FCSTL may send a written notice to Service Provider to rectify such breach within the time limit as specified in such notice. In the event service provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Service Provider shall be liable to pay the losses or damages on account of such breach to FCSTL. FCSTL shall have the right to immediately terminate this agreement, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy protection, appoints receivers, or enters FCSTL. The MD, FCSTL shall be the Competent Authority for black-listing. In normal circumstances black-listing can be resorted to by the Competent Authority for a period not exceeding **05** years ordinarily in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of the DNIT or MOU or any agreement or contract as the case may be. Before an order to the effect of black-listing is passed an opportunity of being heard in person shall be afforded. Secondly the competent authority may resort to blacklisting for a period exceeding **05** years or in perpetually if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts are given below:-

- (a) Dishonest/fraudulent/sharp practices indulged in by the party concerned.
- (b) Misappropriation of Government money.
- (c) Advancing a claim on the basis of forged documents.
- (d) Material concealment/suppression of facts or gross misrepresentation of facts.
- (e) Conviction for an offence involving corruption or any other serious act or conduct etc.
- (f) Any other case or situation involving National Security.

viii) In the event of termination of this Service Contract, as explained in Para 20 (B) (i) to (vii) above, the FCSTL shall be at liberty to procure services from alternative sources at the risk and cost of the Service Provider and he shall be liable to pay forthwith to FCSTL the difference of payments made to such other alternative sources besides damages at double the rates of such payments made to other alternative sources within a period of 15 days from the date of service of notice. In case, the service provider does not deposit the damages charges with FCSTL within the stipulated period of 15 days, the same will be recovered from his pending dues, if any, Bank Guarantee etc. In addition the amount of security deposit in full shall stand forfeited. The Service Provider shall be black-listed due to non performance of the Service Provider.

Provided that during the notice for termination of contract, the service provider shall continue to provide the services/activities smoothly as before till the expiry of notice period.

21. Removal of personnel on termination of Service:-

It shall be the duty of the Service Provider to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person shall create any disruption/hindrance/problem of any nature to the FCSTL and he should immediately handover the vacant possession of his camp office located in FCSTL to the authorized officer under his proper receipt.

22. Composition and address of Service Provider:-

a) The Service Provider shall furnish to FCSTL all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the concerned Govt. authorities required for running such a business of the Service Provider.

b) The Service Provider shall always inform the FCSTL in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Service Provider shall not change its ownership during the period of his Service Contract with FCSTL.

23. Service of notices:-

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address (es) or such other address (s) as may be intimated from time to time in writing-

Complete address of Department Complete address of the Service Provider.....
FCSTL

24. Confidentiality:-

It is understood between the parties hereto that during the course of this Service Agreement, The Service Provider may have access to confidential information of FCSTL and he undertakes that he shall not, without FCSTL prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of **05** years from the date of expiry of this agreement or earlier termination thereof.

25. Entire Agreement:-

This Agreement represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written and further any modifications to this agreement, if required shall only be made in writing.

26. Amendment/Modification:-

The parties can amend this Service Agreement or any part thereof at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

27. Severability:-

If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement shall be enforced to the

maximum extent permissible under law so as to effect the intent of the parties, and the remainder of the agreement shall continue in full force and effect.

28. Captions:-

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof, In case of any conflicts between the captions and the text, the text shall prevail.

29. WAIVER:-

At any time any indulgence or concession granted by FCSTL shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of FCSTL to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of FCSTL to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

30. Dispute Resolution:-

This agreement shall be deemed to have been made/executed at FCSTL for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably. The same shall be referred to the arbitrator will be appointed by the FCSTL. The award given by the Arbitrator shall be final and binding upon both the parties. The venue of Arbitrator shall be FCSTL.

31. Force Majure :-

- i. Any failure of omission or commission to carry out the provision of this agreement by the Service Provider shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/ or regulation of the Government, lockouts and strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declare or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two week from the date of occurrence of such an event which could be attributed to Force major conditions.
- ii. The Service Provider(s) shall be liable to transfer/deploy their persons to any other Block/Unit of this Institute for providing the similar type of service on their existing terms & conditions of their service agreement, as and when desired by the FCSTL on Administrative Grounds.
- iii. All the Service Provider(s) shall have to co-operate with each other/their counter parts in other module of this institute for providing the similar type of service to deal collectively with any natural calamity, untoward incidences disaster, Law and Order problem etc. as and when such situation so warrants during their contract period without any additional cost of this institute.

32. Governing Law/ Jurisdiction

The applicable law governing this Service Agreement shall be the law of India.

The courts of Faridabad alone shall have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement. It is specifically agreed that no court outside and other than Panchkula court shall have jurisdiction in the matter.

33. Two Counter Parts

This Agreement is made in duplicate. The Service Provider shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of services/activities on the basis of letter of intents, it shall be taken that terms are acceptable to the Service Provider. This Agreement should be got registered by the Service Provider. This Agreement should be got registered by the Service Provider with the Sub Registrar, Distt. Faridabad on the stamp paper of appropriate value at his own cost..

IN WITNESS WHEREOF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID
HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR MENTIONED
ABOVE IN THE PESENCE OF THE FOLLOWING WITNESSES:-

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature

Name Name
Designation Designation
Date Date

2. Signature

Name For and on Behalf of the
Designation FCSTL
Date

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature

Name Name
Designation Designation
Date Date

2. Signature

Name For and on Behalf of the

Designation Service Provider

Date

Annexure –B

Qualification Information:-					
1.1 (A)	Constitution or legal status of Bidder [attach copy]				
(B)	Place of registration of Firm/ Company (in case of other than individuals)				
(C)	Principal place of business:				
(D)	Name of Power of attorney holder for Signing of the Bid. (bidder)[attach copy]				
1.2	Total annual volume of manpower provisioning work executed and Payments received each year in the immediate five years preceding the year in which tenders are invited. (Attach certificate from Chartered Accountant)- indexed @ 10% (ten per cent) compounded per year	Financial Year	(Rs. in crores)		
			Turnover in the year	Add for indexing	Total

- Proprietary firm. Partnership firm with the certificate of registration by registrar of firms & article and Memorandum of Association with Certificate of Incorporation.
- Mention and highlight the year, which the Bidder considers for evaluation by the committee.

Signature:

Bidder's Seal

Annexure - C

(Irrevocable Bank Guarantee Bond) (GUARANTEE BOND)

(In lieu of performance Security Deposit)

(To be used by approved Scheduled bank)

PERFORMANCE BANK GUARANTEE

To

Faridabad City Transport Services Limited, Nain Sadan, 3rd
Floor, Plot No. 35, Sector 20A, Faridabad, Haryana - 121001

WHEREAS _____ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Tender No. _____ dated _____ to execute _____ [name of Tender and brief description of Works] (hereinafter called " the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

ANDWHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the date of expiry of Contract Period.

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

ANNEXURE – D

List showing the name of near relative working in FCTSL as required vide

S. No.	Name of Officers working in FCTSL,	Relationship with self	Name of Person working with the Bidder who are near relative to officer mentioned in column(2)	Relationship
1	2	3	4	5

(.....)

Authorized signatory / for and on behalf of

.....

(Affix seal)

ANNEXURE-E

POWER OF ATTORNEY

(On Rs. 100 Stamp Paper duly notarized on all pages)

Power of Attorney for Authorized Representative

The firm M/s.....authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the _____, to issue and receive correspondence related to all matters of the tender “-----”. We / M/s _____ undertake the responsibility due to any act of the representative appointed hear by.

For Partnership Firm's

S .No.	Name of All Partner	Signature of Partner with Seal
1		
2		
3		
4	Name and Designation of the person Authorized	
5	Attested Signature of the Authorized Representative	

For Limited Firm's

Name and Designation of the person Authorized	
Firm	
Address	
Telephone No.	
Mobile No.	
Authority By which the Powers is delegated	
Attested Signature of the Authorized Representative	
Name and Designation of person attesting the signatures	

ANNEXURE - F

FORMAT FOR LETTER OF AWARD

From

Chief Executive Officer,
Faridabad City Transport Services Limited
Faridabad.

To

(Name & Address of Contractor)

-----,

Memo No. -----

Dated: -----

Subject: *(Name of Work)*- Letter of Awards.

Reference: *Tender No. & Date.*

This is to notify you that in accordance to RFP Clause No. 25.1, your Bid dated.....for (Name of Work) @Rs. ----- *(In Words -----Only)*(The above rate is inclusive of GST) is hereby accepted by CEO, FCTSL. You are requested to sign a copy of the acceptance letter and forward to us.

You are hereby requested to furnish Performance Security, in the form and period detailed in terms of Clause 1 of GCC for an amount equivalent to *(Rs. In Figure-----)* within seven days of the receipt of this letter of acceptance and sign the agreement in accordance with clause 27.3 of ITB , failing which action as stated in clause 13.5 of ITB will be taken.

The tender has been accepted subject to the Scope of services and terms & conditions indicated in the RFP.

Chief Administrative Officer
For: Chief Executive Officer,
Faridabad City Transport Services Limited

Copy to:-
All concerns

ANNEXURE - G
BANKERS CERTIFICATE

This is to certify that M/s. _____ is a reputed company with a good financial standing. If the contract for this work, namely _____ (Name of the work) is awarded to the above firm, we shall be able to provide Over Draft/ Credit Facilities to the extent of Rs.----- to meet the working capital requirements for executing the above contract.

Sd/- Senior Bank Manager, Name of the Bank, Address:

.....

Note: The original letter of credit shall be submitted in Envelope 'B' to the Employer without fail.

The solvency certificate should not be more than twelve months old. The solvency certificate shall be on Banks Letter Head (original) and duly signed by the Banks Designated Authority in Original. The solvency Certificate shall be as per the prescribed format.

ANNEXURE-H

Information regarding current claims, arbitration, litigation the Bidder is involved in.

S. No.	Name of Other party(s)	Agreement No. Date year and Dept.	Brief of cause of claims, arbitration /dispute (give reference of contract details)	Where Litigation is pending (in the department /Court/arbitration) (mention Dept./Court/Arbitration)	Amount involved/ claimed

Can use separate sheets for each agreements if necessary.

Annexure - I

UNDERTAKING

I/We (Name) Service Provider/ Partner/ Sole Proprietor (Strike out which is not applicable) of (Firm) do hereby solemnly affirm, declare and undertake that:-

(a) I undertake to furnish a valid Labour License not less than the numbers of persons mentioned in the scope of work for the execution of this service contract duly issued by the competent authority of the concerned Govt. from where the working experience certificate(s) have been furnished along with the tender(s).

(b) I undertake that I shall obtain all Registration(s)/Permission(s)/License(s) etc. which are/may be required under any Labour Law or other Legislation(s) for providing the services under this Agreement.

(c) It is my responsibly to ensure the compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement. I indemnify and shall always keep Department indemnified against all losses, damages, claims, actions taken against Department by any authority/office in this regard.

(d) I undertake to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulations and Abolition) Act, 1970, for carrying out the purpose of this Agreement. I shall further observe and comply with all the Government laws concerning employment of staff employed by me and shall alone be responsible to make monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to my/our employees, which in any case shall not be less than the Minimum wages as fixed or prescribed by the Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Rules, 1970, and rules framed by thereunder for the category of persons employed by me from time to time or by the Central or State Government and/or any authority constituted by or under any law shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that I am fully responsible to ascertain and understand the applicability of Various Acts, and take necessary action to comply with the requirements of laws.

e. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief

f. I/We have not suppressed or omitted any required/relevant information.

g. I/We is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.

h. /We hereby authorize the Faridabad City Transport Services Limited, Faridabad Officials to get all the documents submitted verified from appropriate source(s).

(SIGNATURE)

Annexure -J

Affidavit

I son of Sh. Owner of firms/society/organization do hereby solemnly affirm and declare as under:-

1. That I shall abide by all the provisions of Minimum Wages Act and shall ensure the compliance thereof invariably.

2. That Further, I understand that I am bound to open Aadhar based Bank Accounts of each worker engaged by me under the “outsourcing of manpower services” contract of Govt. Office and

Shall disburse their salary through these accounts. I also understand that a penalty of Rs.50000/- (Rs. Fifty Thousand only) per month shall be imposed upon me by FCTSL or his authorized representative for not disbursing the salary through their bank account based on Aadhar number.

3. That I shall abide by all the provisions of EPF Act, Contract Labour Act 1970, and shall provide all the benefits i.e. Bonus, ESI, EDLI Gratuity etc to all workers engaged by me to discharge contractual obligation and outsourcing policy of the State Govt. Issued from time to time.

4. That the decision FCTSL or his authorized representative with reference to the Labour Welfare or Labour dispute shall be binding upon me and shall ensure the compliance of such decision in letter & Sprit.

5. That I shall abide by all the provisions of all other Acts/Laws/Rules as are applicable in the services involved.

6. That I Understand that I have to provide quality services during the whole term of contract by providing well-disciplined staff as per requirement.

7. I (Name) Service Provider/ Partner/ Sole Proprietor (Strike out which is not applicable) of (firm) do hereby solemnly affirm and declare that the individual/firm/companies are not black listed/prosecuted by any Central/ State governments/ Union Territories/ Departments/ Offices/ Statutory Bodies/ Autonomous Organizations/ Research Institutions/ any court of law or any partner or share holder thereof not directly or indirectly connected with or has any subsisting interest in business of my/our firm.

DEPONENT

Place: Address

Dated:

VERIFICATION

Verified that contents of above affidavit are true and correct to the best of my /our knowledge and belief.
No part of its is false and nothing has been kept concealed there from.

Place: DEPONENT

Dated:

(Note: To be furnished on non-judicial stamp paper of Rs. 15/- duly attested by the Executive Magistrate)

Annexure –K

TERMS OF PAYMENT

1. The Service Provider, being the employer in relation to persons engaged/deployed by him shall alone be responsible to provide the Services/Activities under this Agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the D.C. rate Faridabad along with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to his employees. The Service Provider shall also have to observe compliance of all the relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act (1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed thereunder from time to time by the Central or State Government and/or any other authority constituted by or under any Law, for the category of persons deployed by him.

2. All the payments shall be made by the FSCTL after deducting Income Tax at source wherever applicable as per provisions of the Income Tax Act, 1961.

3. Raising of Bills and Payment thereof

The Service Provider shall have to produce the Register of Wages or the Register of Wages-cum- Muster Rolls of the preceding month along with the bill to be submitted by 2nd day of every calendar month to the FSCTL for verification and pre-audit/ drawl of payment from the Central Treasury/SBI/ since, it is a time consuming process, therefore, the Service Provide shall ensure that payment to his employees is made by him from his own resources by 7th of the month in the presence of authorized representative(s) of the FSCTL without waiting for the payment of his Wage bills from FSCTL . However, before disbursing the payment the service provider should get the Acquaintance Roll along with details of cheques/RTGS verified by the concerned Branch/offices. All the payments will be done through Bank like RTGS; no cash transaction will be done.

4. Format for Raising of Bill:

The Service Provider shall submit bill for the services/activities rendered as per details/table given below:-

- a) Name of the Services/Activities
- b) Name & address of the Service Provider
- c) Award of service Contract No. & Date
- d) Date of Commencement of the Services/Activities
- e) Period of Services Contract
- f) Administrative Charges (in percentage) of Service Contract per month
- g) Wage bill for the month of
- h) Bill no. & Date , indicating the breakup

5. Instructions for raising the monthly bill

The Service Provider shall keep the following instructions in view while submitting the monthly wage bill(s)

(i) The payment shall be made to the Service Provider for the actual number of persons deployed within the Scope of Work as specified in "ITB and Section 4" at the fixed minimum wages or DC rate of Faridabad whichever is higher fixed by the but after pre audit of the Bills and deducting the amount on account of short services/activities, deficiencies, recoveries, etc., if any, so detected and ordered by FSCTL.

(ii) Separate details about the category of person(s) deployed in the respective month.

(iii) Attendance Register verified by the authorized officer(s) FSCTL.

(iv) Deduction Schedule showing the individual details of deductions of EPF/ESI/EDLI/Income Tax/Service Tax etc. to be tallied with the wage bill.

(v) The Service Provider shall certify on the bill that the monthly wage bill for the services of all the categories of persons deployed by him in FSCTL is complete and no person has been left out and no supplementary bill shall be submitted thereafter.

(vi) No person(s) has/have been engaged on contract basis in FSCTL without the prior approval of the competent authority.

(vii) A spare/self-attested copy of bank scroll/bank challans in support of having deposited the amount of EPF, ESI, EDLI, Service Tax, etc. with concerned Department shall invariably be submitted to the concerned Establishment Branch of FSCTL within 10 days from the disbursement of wages i.e. by 17th of the month.

6. Payment of Wages:-

(a) The Service Provider shall furnish details of disbursement of salary to the concerned Establishment Branch of FSCTL within 05 days from the date of disbursement. He shall maintain the Attendance Registers, individual's ledger/wage book, wage slip, terms of employment and he should deposit the unpaid wages of any person deployed with the FSCTL by the end of the last day of the prospective month.

(b) He shall be required to submit a copy of Challan/abstract/statement of amount deposited indicating the particulars such as name, father's name, employee code no. address of each person(s) so deployed, on account of the statutory compliance within 15 days of disbursement of wages i.e. by 22nd of the month, failing which the payment of administrative/service charges (Profit) of the following month shall be withheld. The payment shall be released to him towards his administrative/service charges (Profit) after deductions of Income Tax or any other Govt. dues, after the submission of self-attested copies of Recovery Schedules and other statements on the prescribed formats for all the persons, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount with the quarter concerned before the due date i.e. 22nd of the month failing which the whole responsibility for any delay in the reimbursement of wage Bill of the Service Provider shall rest with him and not within FSCTL. Further, he shall arrange the disbursement of wages to the persons so deployed by him in FSCTL. The responsibility for issuance of Annual statements of EPF deposits and ESI cards to the persons deployed solely lies with the Service Provider.

(c) Payment of the service provider shall be made after deducting TDS as per Govt. norms (Income Tax and GST).

7. The Service Provider after disbursing the payment of wages to all the persons deployed by him during the month for the execution of this Agreement by 7th of every following month, shall submit his monthly wage bill for reimbursement by the 2nd of month on the basis of original attendance-cum-work performance report and duly signed by the concerned officer so authorized for the purpose, as under:-

i) The Attendance-cum-work performance report of the staff deployed for duties in FSCTL shall be signed/verified by the concerned Branch/offices.

8. ACCOUNTS AND RECORDS

(a) The Service Provider shall maintain accurate accounts and record, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the FSCTL.

(b)The Service Provider shall be required to produce all the original record such as Attendance- cum-Performance Report, Muster Rolls, and Ledger etc. to FSCTL for the pre-audit of monthly Wage Bills from Time to Time.

(c) The Service Provider shall to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and Rules framed thereunder from time to time, for carrying out the provisions of this Agreement. He shall further observe and comply with all Government laws concerning employment of persons deployed by him and shall alone be responsible to make monthly wages/salaries and other dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity, etc. etc. to his employees, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act, 1936, Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Rules, 1970 and rules framed thereunder for the category of persons employed by Service Provider from time to time or by the Central or State government and/or any authority constituted by or under any law shall duly pay all sums of money to such staff as may be required to paid under such laws. It is expressly understood that he is fully responsible to ascertain and understand the applicability of Various Acts, and take necessary action to comply with requirement of laws.