

FARIDABAD SMART CITY LIMITED



REQUEST FOR PROPOSAL

For

OUTSOURCING OF COMPUTERIZED CUM CLERICAL ACTIVITIES/SERVICES OF FARIDABAD SMART CITY LIMITED AS PER REQUIREMENT

Earnest Money: - Rs. 25,500/-

Time Period for 1 year after allotment of the work order

Ref No: FSCL/2018/94

Issued on 22/03/2018

Employer: Faridabad Smart City Limited

BK Chowk, NIT Faridabad,
Haryana, 121001.

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 Smart City Limited (here forth referred to as FSCL 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 FSCL 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 FSCL 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 FSCL 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 FSCL 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 FSCL 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 FSCL 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 Smart City Limited

OFFICE OF THE FARIDABAD SMART CITY LIMITED

No. FSCL/2018/94

DATED: - 22/03/2018

E-TENDER NOTICE

Faridabad Smart City Limited (FSCL) invites online tenders for the work mentioned below:-

Sr. No	Tender No	Name of Work	EMD to be deposited by bidder (Rs.)	Tender Document Fee Plus Service Fee in INR	Bid Release time and Date	Last date for online Submission of bids	Tender Open Date
1	77333	Outsourcing of computerized cum clerical activities/ services of Faridabad smart city limited as per requirement.	25,500	1000+1000	22/03/2018 @5:30 pm	06/04/2018 @5:30 pm	09/04/2018 @2:00 pm

1. Tender will be opened on 09/04/2018 @2:00 pm.
2. The detail tender notice and Tender Document can be seen on website: <https://haryanaeprocurement.gov.in> and downloaded online from the Portal: <https://haryanaeprocurement.gov.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://haryanaeprocurement.gov.in> is a prerequisite for e-tendering.
4. For any other queries, please contact Deputy General Manager, FSCL, Faridabad phone no. 91-129-2410086. For further details and e-tendering schedule, visit website www.smartcityfaridabad.co.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 ”.

Deputy General Manager
Faridabad Smart City Limited
Faridabad

OFFICE OF THE FARIDABAD SMART CITY LIMITED

E-TENDER NOTICE (In detail)

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

1. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.
2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. He/She will be required to make online payment of Rs. 25,500 towards EMD fee in due course of time i.e. between **22/03/2018 to 06/04/2018**) The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his / her bids for the respective event / Tenders.
3. The interested bidders must remit the funds at least T+1 working day (Transaction + One working Day) in advance i.e. on or before **04/04/2018 at 5:00 PM**) and make payment via RTGS /NEFT or Net Banking to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/ Tenders at <https://haryanaeprocurement.gov.in>.

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.2000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The interested bidders must remit the funds at least T+1 working day (Transaction + One working Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

KEY DATES

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Submission	22/03/2018 Time 5:30 PM	06/04/2018 Time 5:30 PM
2	Technical Bid Opening		09/04/2018 Time 2:00 pm	
3	Financial Bid Opening		To be intimated later	

Important Note:

1. The Applicants/bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
3. Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tender process online are required to get registered on the centralized e-Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate / power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act, 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act, 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

4. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

5. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e Procurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

6. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://haryanaeprocurement.gov.in>

7. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8. Online Payment of Tender Document Fee, eService fee & EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

8.1 Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

8.2 PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) from **(22/03/2018 Time 5:30 pm) to (06/04/2018 Time 5:30 pm)** and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) **Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope:** The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

A. Only Electronic Form (Refer Tender document).

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and the **original to be submitted manually** at the office of Faridabad Smart City Limited)

ASSISTANCE TO THE BIDDERS:-

Technical Support Assistance will be available over telephone
Monday to Friday (09:00 am. to 5:30 pm)

IMPORTANT NOTE:-

All queries would require to be registered at our official email- chandigarh@nextenders.com for on-time support

(Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)

Contact our helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.

For queries pertaining to e Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of eAuction/Tender event.

Help-desk support will remain closed during lunch break i.e. from 1:30 PM upto 2:15 PM on each working days

Office Address for Training workshop 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11: 30 am upto 3:00 pm) of each month		
Nextenders India Pvt.Ltd Municipal Corporation Faridabad Near B.K.Chowk, Opp. B.K.Hospital NIT, Faridabad Contact no.- +91- 8743042801/9310335475	Nextenders India Pvt.Ltd Public Health Division No 2 Hisar, Model Town, Opp. N.D Gupta Hospital, Hisar Contact: +91- 9034357793	Nextenders (India) Pvt. Ltd. Nirman Sadan (PWD B&R) Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, Chandigarh -160020 For Support- 1800-180- 2097, 0172-2582008-2009

For Support – 1800-180-2097 Office will remain closed on Saturday (except 4th Saturday), Sunday and National Holidays

NOTE:-

- (A) *Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.*
- (B) *For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to **download the file.***

In the first instance, the online payment details of tender document fee+e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted

against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present.

The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

- **Envelope 1:** Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

- **Envelope 2:** Commercial Bid

The bidders shall **quote** the prices in price bid format under Commercial Bid.

Guideline for Online Payments in e-tendering

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT

Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows.

- i. Bidder selects Debit Card option in e-Procurement portal.
- ii. The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- iii. Bidder clicks on "Continue" button
- iv. The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- v. Bidder enters card credentials and confirms payment
- vi. The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- vii. The page is automatically routed back to e-Procurement portal

- viii. The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- ix. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal.
- (xi) The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same. (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.

- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:
 - Beneficiary account no: (unique alphanumeric code for e-tendering)
 - Beneficiary IFSC Code:
 - Amount:
 - Beneficiary bank branch:
 - Beneficiary name:
- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.
- vii. List of Net banking banks

- | | |
|-------------------------------|--------------------------------------|
| 1. Allahabad Bank | 25. Kotak Mahindra Bank |
| 2. Axis Bank | 26. Karur Vysys Bank |
| 3. Bank of Bahrain and Kuwait | 27. Punjab National Bank |
| 4. Bank of Baroda | 28. Oriental Bank of Commerce |
| 5. Bank of India | 29. South Indian Bank |
| 6. Bank of Maharashtra | 30. Standard Chartered Bank |
| 7. Canara Bank | 31. State Bank Of Bikaner and Jaipur |
| 8. City Union Bank | 32. State Bank of Hyderabad |
| 9. Central Bank of India | 33. State Bank of India |
| 10. Catholic Syrian Bank | 34. State Bank of Mysore |
| 11. Corporation Bank | 35. State Bank of Travencore |
| 12. Deutsche Bank | 36. State Bank Of Patiala |
| 13. Development Credit Bank | 37. Tamilnad Mercantile Bank |
| 14. Dhanlaxmi Bank | 38. Union Bank of India |
| 15. Federal Bank | 39. United Bank of India |
| 16. HDFC Bank | 40. Vijaya Bank |
| 17. ICICI Bank | 41. Yes Bank |
| 18. IDBI Bank | |
| 19. Indian Bank | |
| 20. Indian Overseas Bank | |
| 21. Indusind Bank | |
| 22. ING Vysya Bank | |
| 23. J and K Bank | |
| 24. Karnataka Bank | |

Detailed Terms & conditions

Subject: - Outsourcing of computerized cum Clerical Activities/services of Faridabad Smart City Limited as per requirement.

PART-I

Eligibility Criteria:-

Intending tenders includes on individual or a firm/company or society registered under the relevant act.

- a. Intending tenders should be registered with the Labour Department of State /central Govt. having at least 3 years of experience in the related field and also having ESI/EPF/PPF, Service Tax and PAN/TAN No. from the concerned department (s) of the Government
 - b. The intending tenders shall submit proof of solvency amounting to **Rs.5.0/-Lacs** from a **scheduled** bank.
 - c. The intending tenders shall submit documentary proof in support of satisfactory performance of the contact from the concerned Department / Agencies where he has undertaken such job during the three years. The intending tenders should submit documentary evidence include contract sign in the last 3 years with performances certificate from the client to prove that the service Provider has 3 years experience in providing staff for the purpose mentioned in tender notice.
 - d. The intending tenders shall submit an affidavit duly attested by Notary Public/Oath Commissioner to the effect that the service provider has neither been blacklisted nor debarred by any authority.
 - e. The annual turnover of the intending tenders should not be **less than Rs.5.0 Lacs** per annum for the last three years duly certified by the chartered Accountant. It is also made clear that the requirement throughout the territorial jurisdiction of **Faridabad Smart City Limited** shall have to be met by the service Provider.
 - f. The following documents shall be submitted along with the tender duly filled and signed and complete in all respects:-
 - (i) Registration Certificate of the service Provider under companies Act duly attested by the Gazetted Officer of the Government/Notary Public.
- OR**
- (ii) Copies of the relevant document if the service Provider/firm is sole proprietary firm duly attested by a Gazetted Officer of the Government /Notary Public.
 - g. The intending tenderers shall submit Income Tax Return & Income tax clearance certificates duly attested by the Income tax Authorities for the last three years.

PART-II

Other Terms & Conditions

1. 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.
2. 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.
3. 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.
4. 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.
5. The **Faridabad Smart City Limited** reserves the right to increase or decrease the scope of work without assigning any reason.
6. The **Faridabad Smart City Limited** will reimburse the wages & other statutory charges and no advance payment will be allowed to the successful bidder.
7. The payment of monthly wages of the outsourced staff shall be made by the Service provider in their Saving Bank Accounts linked with AADHAR CARD through ESCROW account. The Service Provider will submit the wages bill along with complete details of contractual staff viz. name and designation, address of the contractual employee, complete details of statutory deductions, EPF/ESI account number etc. to the Faridabad Smart City Limited, Faridabad by the 5th of every month for payment. The bills submitted for payment by the Service Provider will be cleared/paid by the concerned office upto 10th of the each month in the ESCROW Account. In no case, the payment to the contractual staff will be made later than 14th of each month.
8. ESCROW Account shall be opened by the Agency at NIT, Faridabad **Nationalized Bank** which will be operated by the OIA, MCF or Finance expert, FSCL. Copy of the wages bill duly passed by the CEO, FSCL will be sent to the OIA, MCF or Finance expert, FSCL to give direction to the bank for payment to the quarter concerned. The directions for disbursement of wages and deposit of statutory deduction will be given to the bank by the OIA, MCF or Finance expert, FSCL in accordance with the wages sheet, EPF, ESI & service charges etc .as provided by the Branch.

9. The OIA, MCF or Finance expert, FSCL is appointed as 'Nodal Officer' to monitor the disbursement of wages to the outsourced staff and deposit of statutory deductions with the concerned authorities.
10. All the work charges establishment will be regulated through the outsourcing policy and all payment on this account shall be made by the service Provider through the ESCROW Account. The CEO, FSCL will pass the wages bill along with statutory deductions and OIA, MCF or Finance expert, FSCL shall deposit the said amount in the ESCROW Account.
11. The **Faridabad Smart City Limited** shall nominate a dedicated officer to ensure the timely release of payments to the Service Providers.
12. The Service Provider will provide services for different activities as per requirement of the **Faridabad Smart City Limited** for different periods.
13. Police verification of manpower provided shall be the sole responsibility of Service Provider.
14. The Service Provider will not be allowed to subject the contractual work under any circumstances.
15. Identity cards will be provided to the personnel, whose services are offered to the **Faridabad Smart City Limited** by the Service Provider.
16. **Faridabad Smart City Limited** shall be at liberty to impose fine on the selected Service Provider which can go up to Rs 1000/- per day for non- payment/late payment of wages.
17. In case where the payment is delayed by two months or more, the Faridabad Smart City Limited shall be at liberty to intimate action to blacklist service provider and forfeit its PBG.
18. Entries denoting the time and place of payment of wages and the payment actually made shall be made in register of wages simultaneously as the payments are released to concerned employee.
19. The service provider will be responsible for obtaining a valid license or renewal from the competent authority/Labour Commissioner, and supply the same to the **Faridabad Smart City Limited**.
20. Condition of deployment of adequate staff as mentioned in Annexure D will adhere to by the service provider.
 - (a) The Service Provider who is awarded the contract shall have to sign a service agreement on non-judicial paper worth Rs. 100/- on the prescribed format within 15 days of the offer of the contract, failing which the Service Provider will be black listed and its EMD shall be forfeited.

- (b) Tenders will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the **Faridabad Smart City Limited** for a period of One year valid from the date of issue of work order.
21. The successful tenderer (herein after also called Service Provider) shall be required to furnish bank guarantee for (Annexure-A) a sum equal to one month's salary of the staff engaged within 15 days of issue of work order, valid for One year and three months from the date of submission of PBG (Performance Bank Guarantee).
 22. The Service Provider shall give an undertaking to the following effect in the form of an affidavit of Rs. 10/- on non-judicial stamp paper (duly attested) by the Notary Public/Executive Magistrate and the same shall be part of the agreement. Department shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/agents directly and/or indirectly, in any manner whatsoever".
 23. The Performance Bank Guarantee, Indemnity Bond, Affidavit, Agreement and opening of ESCROW account shall be submitted/completed within 15 days of the award of the contract failing which offer of contract is liable to be cancelled and the earnest money will be forfeited. The Earnest Money deposited by the tenders would be released on receipt of above mentioned documents.
 24. The Service Provider shall have to submit an affidavit duly attested by the Executive Magistrate/Notary Public as per **Annexure-B**.
 25. The successful tenderer shall deploy manpower as per the requirement of the **Faridabad Smart City Limited**.
 26. Failure on the part of the Service Provider in complying with any of the clauses shall make the Service Provider liable for penalty which the Faridabad Smart City Limited might consider necessary and equitable. The **Faridabad Smart City Limited** may also withhold the payment of subsequent months in case of such failure on the part of the Service Provider.
 27. The offer must be kept valid for acceptance for a period of three months from submission of Tender. In case wages of the month could not be disbursed by 14th of the following month by any worker because of his absence or non-availability, the same shall be deposited by the Service Provider with the **Faridabad Smart City Limited** with a statement which incorporates complete addresses of the workers along with challan for depositing the amount involved. The statement and challan shall be countersigned by the two official deputed by the Faridabad Smart City Limited for overseeing the payment of the workers.
 28. The **Faridabad Smart City Limited** shall have further right to adjust or deduct any amount an account of damages or loss caused due to negligence of duty by contractual staff deployed by the successful Service Provider from his running due payments under this contract and can also be charges against the Performance Bank Guarantee/Indemnity Bond.

29. The successful Service Provider shall ensure that the persons so deployed do not allow any property of the **Faridabad Smart City Limited** to be taken outside the premise/Jurisdiction without a proper permission granted by designated officer/official.
30. Income Tax shall be payable by the Service Provider and deducted at source as per law. In case of insufficiency of the amount of service charges available for deduction of the Income Tax payable, the Service Provider shall have to deposit the difference with the **Faridabad Smart City Limited** along with the bill of wages for the month.
31. The manpower provided by the Service Provider shall always remain employees of the Service Provider for all intents and purpose and the Service Provider alone shall be liable for any dispute which may have any sort of legal repercussions in a competent court of law.
32. The Service Provider of his staff shall fully indemnify the **Faridabad Smart City Limited** for the following:-
 - (i) Any loss suffered by the **Faridabad Smart City Limited** due to any commission or commission on the part of the Service Provider or the staff in discharge of its contractual and legal obligations during the validity of the contract.
 - (ii) Any order/directions of the Labour court/any other competent court in case of any dispute between the contractual staff and the Service Provider on account of any payment or the orders of the Labour Court shall be binding upon the Service Provider.
 - (iii) Any award/decreed of the Court of arbitration by any judicial or quast-judicial authority.
33. The Service Provider shall ensure the Saving Bank Accounts of all the workers employed by him are opened with Nationalized Bank and that monthly wages are credited into their Saving Bank Account through the ESCROW account. No cash payment shall be made to any outsourced staff. Any violation of these instructions will be viewed very seriously by the **Faridabad Smart City Limited** and this will be considered as a valid ground to black list the Service Provider and encase his performance bank guarantee.
34. Any dispute arising out of this contract at any stage shall be referred to the CEO, FSCL whose decision shall be final and binding upon the service providers.
35. FORCE MAJEURE: Any failure or commission or commission to carry out the provisions of this contract by the Service Provider shall not give right to any claim by any party, one against the other, if such failure of commission or commission arises from an act of god, which shall include an act of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence.

36. Service Provider shall read over the tender documents including the draft agreement (s) and having understood the contracts will certify as under:-
37. Any relevant instructions issued by the Labour Department/Government/Corporation/ FSCL from time to time on this subject shall also be adhered to by the Service Provider.
38. The detailed conditions relating to qualification and experience of staff to be outsourced are given in Annexure 'C' of the tender document.
39. The decision of the Tender Acceptance Committee shall be final and binding upon all the Service Providers participating in the tender called by the **Faridabad Smart City Limited**.
40. The **Faridabad Smart City Limited** reserves the right to charge any terms & Conditions at the time of execution of service contract between the Faridabad Smart City Limited and the service provider and execution of ESCROW Contract between the Faridabad Smart City Limited and service provider and the bank.

Place: (Signature of the Service Provider)

Financial Proposal

Subject: - Outsourcing of computerized cum Clerical Activities/services of Faridabad Smart City Limited as per requirement.

FORMAT FOR FINANCIAL

We are pleased to quote the following service charges in percentage on DC rates, as applicable, for the scope specified in this document: -

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 Smart City Limited as per requirement.	Monthly Service charges in percentage on DC Rates	

Notes: -

1. The Financial Proposal is inclusive of all out of pocket expenses which may be incurred towards travel, documentation, conducting CSTF meeting in **Faridabad Smart City Limited** as well as Communication expenses during the assignment period.
2. Statutory dues/taxes i.e. EPF, ESI, GST & LWF etc. shall be paid by FSCL.
3. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation

Signature &
Stamp of Bidder

Address:-

E-mail:-

Contact No.: -

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	Services providers should be registered with the labour Department of State/ Central Govt. having at least three years experience in the related field and also having ESI/EPF/PPF. Service tax and Pan/Tan No. from the concerned departments of the government.	
2	The intending tenderers shall submit proof of solvency amounting to Rs.5.0/-Lacs from a Schedule bank	
3	The intending tenderers shall submit documentary proof in support of satisfactory performance of the contract from the concerned department/Agencies where he has undertaken such job during the past three year	
4	The intending tenderers shall submit an affidavit duly arrested by Notary Public/Oath Commissioner to the effect that the service Provider has neither been blacklisted nor debarred by any Authority	
5	Proof of annual turnover of the intending tenderers not less than Rs.5.0/-Lacs per annum for the last three years duly certified by the chartered Accountant	
6	The following documents shall be submitted along with the tender duly filled and signed and complete in all respect:- (i) Registration Certificate of the service provider under Companies Act duly attested by the Gazetted officer of the Government/Notary Public OR (ii) Copies of the relevant documents if the service provider firm as sole proprietary firm duly attested by a Gazetted officer of the Government/Notary Public	
7	The intending tenderers should submit documentary evidence including contract signed in the last 4 year with performance certificate from the client to prove that the service Provider has 3 years experience in providing manpower or providing staff for the purposes mentioned in tender Notice.	
8	Certification of financial competence from a nationalized bank & audited balance sheet of the last 3 year duly certified by the Chartered Accountant.	
9	The intending tenderers shall submit Income Tax Return & Income Tax clearance certificates duly attested by the Income Tax Authorities for the last three Years	

Signature &
Stamp of Bidder

Address:-

E-mail:-

Contact No.-

Annexure-C

Outsourcing of computerized cum Clerical Activities/services of Faridabad Smart City Limited as per requirement.

E-tenders are invited by the undersigned on behalf of FSCL 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 FSCL or up to the date on which a regular incumbent is posted, whichever is earlier, in accordance with the outsourcing policy of Haryana Govt. Notification Dated: 06-04-2015, on rate approved by the Government of Haryana Govt. notification 2016-17 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.

S. No. Name of Services / Activities

2 Outsourcing of computerized cum Clerical Activities/services of Faridabad Smart City Limited as per requirement.

Name of the post	Category	Nos.
Account Assistant	Highly skilled	1
Office Clerk	Skilled	2
Diary/Dispatch Clerk	Skilled	1
Record keeper	Skilled	1
Peons	un-skilled	3
Total		8

BANK GUARANTEE

Whereas **Faridabad Smart City Limited computerized cum clerical activities/services** hereinafter referred to as the Owner) which expression shall unless repugnant at the context, include its legal representative, successors, and assign entered into a security services contract (hereinafter referred to as the Contract) with M/s (Hereinafter referred to as he service Provider) which expression shall unless repugnant to the contest, include its legal representative, successors, and assigns based on the terms and conditions in the contract.

AND WHEREAS by the said contract, the owner has agreed to pay and Service Provider for the works carried out by the said Service Provider in terms of the Said contract for Security Services.

We, M/s _____ (hereinafter called the bank') at the request of the service Provider do, as a primary obligator and not merely as surely, hereby irrevocably, irrevocably, unconditionally and absolutely undertaken against and loss or damage caused or suffered by the Owner by reason of any failure of the service Provider to perform and omission or negligence to perform any part of its obligations to the satisfaction of the Owner in terms of the Contract.

We, the bank, do hereby undertaken to pay the amount due and payable under this guarantee without any demur merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of any branch by the said Service Provider of any of the terms and conditions contained in a said contract or by reason of the Service Provider's failure of omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, out liability under this guarantee shall be restricted to an amount not exceeding one month salary of staff employed.

We, the bank, undertaken pay to the Owner any amount so demanded by the Owner notwithstanding.

1. Any dispute or difference between the Owner and Service provider or any other person or between the Service Provider or any person or any suit or proceeding pending before any court of tribunal or arbitrator relating thereto or.
2. The invalidity, irregularity or unenforceability of the contractor.
3. Any other circumstances, which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the Owner to enforce the obligations by the Service Provider or any other person for any reason whatsoever.

We, the bank, further agree that the guarantee therein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all dues of the Owner under or by virtue of the said contract have been full paid and its claims satisfied or discharged or till the CEO, Faridabad Smart City Limited, approves that the terms and conditions of the said contract have been fully and promptly carried out by the said Service Provider and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank have against the Service Provider shall be subject to any subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without written consent of the Owner, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or, bankruptcy of the Service Provider or otherwise whosoever. We, the bank, will not counter claim or set off against its liabilities to the Owner hereunder any sum outstanding to the credit of the Owner with it.

We, the bank further agree with the Owner that the Owner shall have the fullest liberty without our consent and without affecting in any manner-obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Service provider from time to time or to postpone for any time or from time to time and of the powers exercisable by the Owner against the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Service Provider or for any forbearance, act of omission on the part of the Owner or any indulgence by the Owner to the said Service Provider or by and such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effected of so relieving us.

This guarantee will not be discharged due to the charge in the constitution of the bank or the Service Provider.

We, the bank, lastly undertake not to revoke this guarantee during it's currently except with the previous consent of the Owner in writing.

The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

This bank Guarantee shall be resolved as per the terms and Conditions of the contract.

This bank Guarantee amounting to Rs.....will be valid upto..... And bank will not entertain any clam thereafter.

Signature and seal of the Bank

Place:

Date:

AFFIDAVIT

I _____ S/o _____

Resident _____ District _____

Service Provider/Partner/Sole Proprietor (Strike off word which is not applicable) of the

firm M/s _____ do hereby solemnly affirm and declare

that (1) our firm/company is not blacklisted by Government or any organization (2) any

individual/firm companies blacklisted by the Union Govt. or UT Government or any partner

or shareholder thereof is / are not directly or indirectly connected with or has any

subsisting interest in the business of my our above said firm.

DEPONENT

Dated _____

Place _____

I hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

DEPONENT

Dated _____

Detail notice for inviting tender

**Earnest Money: - 25,500/-
Time Period 1 year after allotment of work**

Schedule of Rates

(a) HSR Items

Sr. No.	Post / Cadder	Qty.	Wages Rate	Monthly Total
1	Account Assistant	1	16100	16100
2	Office Clerk	2	14000	28000
3	Diary/Dispatch Clerk	1	14000	14000
4	Record Keeper	1	14000	14000
5	Peons	3	11400	34200
	Total	8		106300

The above numbers of post can be decreased or increased by FSCL to any extent keeping in view the requirement from time to time. Besides this, other jobs/activities/services which are not covered above may also be hired from the agency. Certain post(s) for which D.C. Rates are not available has been adjusted against their nature of work in the categories specified in order of D.C. rates dated 01.03.2017.

Therefore, above monthly cost of Rs. 1,06,300/- (Approx) is tentative and does not include any statutory dues i.e. ESI, EPF, GST & labour welfare funds etc. FSCL will pay all the dues as per prevalent law alongwith DC Rates and service charges of the agency.