REGIONAL CENTRE FOR BIOTECHNOLOGY NCR BIOTECH SCIENCE CLUSTER, 3RD MILESTONE, FARIDABAD- GURGAON EXPRESSWAY, FARIDABAD

Advertisement No. 01/2018

NOTICE INVITING TENDER

On behalf of the Executive Director, RCB sealed tenders are invited under Two Bid system (Technical and Financial Bid) from the reputed, experienced and financially sound firms / companies for providing following services at Regional Centre for Biotechnology, Faridabad for a period of one year from the date of contract.

a) Manpower (Secretarial Assistants, Drivers, Attendants, Data Entry Operators etc.)

2) Schedule-

i. Last date & time for submission of tenders: 16.07.2018, 1500 hrs

ii. Date & time for opening of Technical Bid : 16.07.2018, 1530 hrs

iii. Place of opening of Tenders : RCB, Faridabad

iv. Date & time for opening of Financial Bid

For technically qualified bidders : will be intimated

v. Validity of tenders : 90 days from the date of submission of tenders

- 3) The scope of work and the terms & conditions are appended herewith and this document is downloadable on the websites of Govt. Portal (CPPP) and RCB at www.eprocure.gov.in, www.eprocure.gov.in, www.eprocure.gov.in, www.eprocure.gov.in,
- 4) The interested and eligible Companies /Firms may submit their tender document complete in all respects, along with the Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rs one lakh only) and other requisite documents latest by 16.07.2018 upto 1500 hours in the office of RCB, Faridabad.
- 5) This Centre reserves the right to amend / withdraw any of the terms and conditions in the Tender Documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the centre in this regard shall be final and binding on all.

Senior Manager (A&F)

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REGIONAL CENTRE FOR BIOTEHCNOLOGY FARIDABAD

NAME OF WORK: PROVIDING MANPOWER FOR SECRETARIAL ASSISTANTS, DRIVER, ATTENDANTS AND DATA ENTRY OPERATORS ETC.

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Note: Tenderer should confirm that they have received all the above papers from Sr.No.02 to Sr.No.08 and seen and understood all items. All the documents are to be returned duly signed by the tenderer.

TENDER ISSUED TO:		
M/s		
Telephone No. (If any)		
		he Officer Issuing Tender
Pay Order/Demand Draft No	dated	from the Bank wn in favour of Executive
Director, Regional Centre Rs. (Rupees is enclosed herewith.	for Biotechnology,	Faridabad for
I/We have read and understood all the terms seen the drawings if any and visited the site		er relevant documents and
Addressx		ignature of the Contractor
Telephone/Mobile No		Page 2 of 18

REGIONAL CENTRE FOR BIOTEHCNOLOGY FARIDABAD

Tender No. RCB/1/2018/MANPOWER

NOTICE INVITING TENDER

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

- i. The RCB requires the services of a reputed, well established and financially sound Manpower Company registered under Indian Companies Act for providing manpower to RCB by way of outsourced Secretarial Assistants, driver, attendants, data entry operators etc., and should provide an undertaking that they will comply with all relevant statutory provisions of relevant acts for minimum wages, employees provident fund, Employees State Insurance and Services tax etc.,
- ii. The contract is likely to commence from 01.08.2018 and would continue for a period of one year. The period of the contract may be further renewed after the completion of contract for a maximum tenure of two more years, provided the requirement of the Centre for augmenting its present manpower persists at that time. The tenure may be curtailed / terminated before the contract period owing top deficiency in service, substandard quality of manpower deployed by the selected agency or induction of regular manpower in this Centre. The Centre however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected service providing agency.
- iii. In this Centre assessment, the initial requirement is estimated to be for Outsourced Secretarial Assistants, data entry operators, driver etc., is 50 nos. maximum, numbers may very depending upon the need.
- iv. The interested agencies may submit the tender document, complete in all respects, along with Earnest Money Deposit (EMD) or Rs. 1,00,000/- (Rupees one lakh only) in favour of RCB Faridabad and other requisite documents to the Senior Manager (F&A), RCB Faridabad.
- v. The various crucial dates relating to "Tender for providing Outsourced Secretarial Assistants, attendants, data entry operators etc., to RCB, Faridabad.

a. Last date & time for submission of tenders : 16.07.2018, 15.00 hours
b. Date & time for opening of Technical Bid : 16.07.2018, 15.30 hours

c. Place of opening of Tenders : RCB, Faridabad.

d. Cost of Tender Document : Rs.1000.00

e. Date & time for opening of Financial : Will be intimated

Bid for technically qualified bidders

f. Validity of tenders : 90 days from the date of submission of tender.

vi. The tenders have been invited under two-bid system i.e. Technical Bid and Financial Bid.

The interested agencies are advised to submit two separate sealed envelopes super-

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scribing "Technical Bid for providing manpower to RCB, Faridabad, and "Financial Bid for providing manpower in the RCB Faridabad enclosed in a main. Sealed envelope super-scribing "Tender for providing manpower to RCB, Faridabad EMD may be enclosed to the Technical Bid only.

vii. The tendering Company is required to submit attested copies of the following documents, duly attested by a Gazetted Officer, along with the Technical Bid, failing which their bids shall be summarily / out rightly rejected and will not be considered any further:

PAN/GIR No.

GST Registration No.

E.P.F. Registration No.

E.S.I. Registration No.

Documents showing completing at least one service contract of value not less than Rs. 80 Lakh or two service contract of value not less than Rs. 60 lakh per annum or at least three service contract of value not less than Rs. 80 lakh per annum related to providing human resources in a single contract, during the last three years as per clause No.7 of Technical Requirements for Bidder.

Details of the major similar contracts handled by the tendering Company on behalf of PSUs and Government Departments during the last three years.

Affidavit stating that the Company is /has not been black listed by Central / State Government /PSU

Number of similar assignments; Manpower provided to public / private / PSU in last 5 years by the Company.

- viii. Conditional bids shall not be considered and will be out rightly rejected at the very first instance.
- ix. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink rubber stamp of the company.
- x. The envelope containing Technical Bid shall be opened on 16.07.2018 at 15.30 hrs. at RCB, in the presence of the representatives of the agencies, if any, who wish to be present on the spot at that time. The Technical Bids shall be evaluated by a Technical Evaluation Committee. Financial bids of technically qualified eligible bidders meeting all the requisite criteria only shall be opened in the presence of contractors or their authorized representatives.
- xi. The competent authority of RCB, Faridabad reserves the right to annul any or all bids without assigning any reason.
- xii. The bidder shall quote the technical & financial bids as per the format enclosed at Annexure I & II.

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- II. <u>TECHNICAL REQUIREMENTS FOR TENDERING COMPANY (BIDDER)</u>
 The tendering service Provider Company should fulfil the following technical specifications:
- The Registered Office or one of the Branch Offices of the Service Provider Company should be located either in Delhi / Faridabad or in any of the satellite towns of Delhi.
- 2. The Service Provider Companies should be registered / incorporated under Indian Company Act.
- 3. Service Provider Company should have at least five years experience in providing manpower to private and /or public sector Company / Banks and Government Departments etc., preferably in administration.
- 4. Service Provider Company should have its own Bank Account.
- Service Provider Company should be registered with Income Tax and GST departments.
- Service Provider Company should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts etc.
- 7. The Service Provider Company should have completed at least one service contract of "completed works" with value not less than Rs.80 lakh per annum or two service contract of "completed works" with value not less than Rs.50 lakh each per annum or completed at least three service contracts of "completed works" with value not less than Rs.25 lakh each per annum related to providing human resources in a single contract, during the last three years. Annual value of any ongoing contract, which has completed more than one year, having financial value falling within the above limits per year, will also be considered. Note:- "Completed Works" refers to experience in providing of Secretarial Staff /DEOs in various Institutions.
- 8. The Service Provider Company must have a turnover of Rs.1.00 crore per year during the last three financial years.
- 9. The Service Provider Company shall submit affidavit stating that the Company is not / has not been black listed by Central / State Government / any PSU. Non compliance with any of the above conditions by the Service Provider Company will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.
- 10. Service provider company should submit a bank solvency certificate for Rs.40 Lakh.
- 11. The service provider must have at least 500 people on roll on the date of submission of bids.

III. TERMS AND CONDITIONS

- i. The contract is likely to commence from 01.08.2018 and shall continue for a period of one year, unless it is curtailed or terminated by this Centre owing to deficiency of service, sub-standard quality of contract, reduction or cessation of the requirements of work.
- ii. The contract shall automatically expire after one year from commencement of the contract unless renewed further by the mutual consent of contracting Company and this Centre.

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- The contract may be renewed, on the same terms and conditions or with some iii. additions / deletion / modification for a further period not exceeding one year. The contracting Company shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Company without the prior written consent of this Centre.
- The tenderer will be bound by the details furnished by it to this Centre, while iv. submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage. It would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
- Financial bids of only those tenderers who are declared qualified technically shall ٧. be evaluated.
- The Executive Director, RCB, Faridabad reserves right to terminate the contract vi. during initial period also after giving a week's notice to the contracting Company.
- The contracting Company shall ensure that the manpower deployed in the RCB, vii. Faridabad
 - a. conforms to the eligibility conditions of age and educational and professional qualification, language skills and experience prescribed by RCB from time to
 - b. shall be required to attend office on all working days, i.e. from Monday to Saturday, between 9.00 a.m to 5.30 p.m with a lunch break of 1/2 an hour from 13:00 to 13:30 hrs., as per requirement of work. Staff who are not required to attend office on Saturday or any other working day will be subjected to pro-rata deduction of emoluments.
 - shall be entitled to weekly off on Sundays and all government holidays declared by the Centre for its employees.
 - d. Shall be entitled to one day paid leave per month in addition to the Sundays & government holidays falling in the respective month. Such leave cannot be accumulated beyond 6 months and carried over.
 - The manpower shall be paid consolidated remuneration based on the nature of duties being assigned. The categories of services & remuneration per month are as follows:
 - Skilled Lab. Attendant/Drivers/DEO-I etc -Rs.18,700.00 (i)
 - Rs.22,000.00 Data Entry Operators -II/ Admn. Assistant (ii)
 - Secretarial Assistants/ Senior Assistants - Rs.28,600.00 (iii)
- The contracting Company shall furnish the following documents in respect of the viii. persons who will be deployed by it in this Centre before the commencement of work:
 - a) List of persons short listed by Company for deployment in RCB, Faridabad, containing full details i.e. date of birth, marital status, address, educational and professional qualification, experience etc.
 - b) Bio-data of the person with photograph affixed.
 - c) Character certificate from a Gazetted officer of the Central / State Government.
 - d) Certificate of verification of antecedents of persons by local police authority.

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- ix. In case, the person employed by the successful Company commits any act of omission / commission that amounts to misconduct /indiscipline / incompetence and security risks, the successful Company will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the Centre within 2 days of being brought to their notice.
- x. The service provider shall provide identify cards to the personnel deployed in the RCB, carrying the photograph of the personnel and personal information as to name, date of birth, designation and Identification mark etc.
- xi. The service provider shall ensure that any details of office, operational process, technical know- how, security arrangements and administrative / organizational matters are not divulged or disclosed to any person by its personnel deployed in the RCB, Faridabad.
- The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of Consumption of alcoholic drinks, paan, smoking, loitering without work etc. The persons deployed shall be required to report for work at 9:00 hrs to the RCB, under whom they are deployed, which will be intimated separately and would leave at close of working hours. In case, a person deployed is absent on a particular day or comes late / leaves early on three occasions, one day's wage shall be deducted. In case of repetition of such instances, Clause xvii below will be applicable.
- xiii. The company shall depute a coordinator, who would be responsible for immediate interaction with the RCB so that optimal services of the persons deployed by the company could be availed without any disruption.
- xiv. The selected Company shall ensure that the attrition rate of candidates will not exceed more than 5 % in a year. The selected Company shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay by the company in providing a substitute beyond three working days shall attract liquidated damages @ Rs.100 per day (per such case) on the service providing Company, besides deduction in payment on pro-rata basis.
- xv. It will be the responsibility of the service providing Company to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Company) in RCB, Centre will have no liabilities in this regard.
- xvi. The service providing Company shall be the "Employer" within the meaning of different Labour Legislations in respect of Secretarial Assistants attendants, data entry operators, Drivers etc., so employed and deployed in this Centre and the persons deployed by the Company in the RCB, shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against RCB.
- xvii. The service providing Company shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. This Centre shall, in no way, be responsible for settlement of such issues whatsoever.
- xviii. The service providing company shall be responsible for any damages, losses, claims, financial or other injury to any person deployed by the said service Page 7 of 18

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providing Company in the course of their performing the functions / duties, or for payment towards any compensation.

The persons deployed by the service providing Company shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this Centre during the currency or after expiry of the contract.

xix. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Company shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular / other capacity.

B. FRAUD AND CORRUPT PRACTICES

i. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Centre may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the "Bidding Process.

ii. Without prejudice to the rights of the Centre under <u>Clause-1</u> hereinabove, if an Applicant is found by the Centre to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Centre during a period of 2 (two) years from the date such applicant is found by the Centre to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

iii. For the purposes of this Clause-1, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "corrupt practice" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
- b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of

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- canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

C. LEGAL

- The Service Provider shall be responsible for compliance of all statutory provisions
 of relevant acts pertaining to Minimum wages, Provident Fund, and Employees
 State Insurance etc. in respect of the persons deployed by it in this Board.
- ii. The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to RCB, Faridabad to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iii. The Service provider shall maintain all statutory registers under the applicable laws. The Company shall produce the same, on demand, to the concerned authority of this Board or any other authority under law.
- iv. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Company by this Centre.
- v. In case, the tendering Company fails to comply with any statutory / taxation liability under appropriate law and as a result thereof the Board is put to any loss, obligation, monetary or otherwise, the Board will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Company, to the extent of the loss or obligation in monetary terms.

D. FINANCIAL

- i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs.1,00,000/- (one lakh only) in the form of Demand Draft / Pay Order drawn in favour of RCB Centre, without which the tender shall be rejected uprightly.
- ii. The EMD in respect of the Company which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to it without any interest. Further, if the Company fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
- iii. The outsourced staff to be hired shall be paid a monthly fixed wage plus Obligatory payments towards EPF/ESI/GST, if applicable, by the selected agency. The agency should ensure that the remuneration to the outsourced staff is deposited directly to his/her bank account within five working days after completion of a month and submit their monthly bills alongwith proof of relevant documents.
- iv. The successful tenderer will have to deposit a Performance Security for a sum of Rs.2,00,000/- (two lakh only) at the time of placing the work order within 15 days of the furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of RCB, Faridabad. The performance security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier.

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- v. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Company will be liable to be forfeited by this Centre besides annulment of the contract.
- vi. The Company shall raise the bill, in triplicate, along with attendance sheet to the Division under whom the outsourced personnel has been deployed in the first week of the succeeding month. The Division concerned will send the bills duly verified for passing and payment. As far as possible, the payment will be released by the second week of the succeeding month.
- vii. The Claims in bills regarding wages paid to the Personnel Secretarial Assistants, drivers, attendants, data entry operators etc., deployed, Employees State Insurance, Provident Fund and GST etc. should be necessarily accompanied with documentary proof {including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced Secretarial Assistants attendants, data entry operators etc.} pertaining to the concerned month's bill. A requisite portion of the bill /whole of the bill shall be held up till the proof is furnished, at the discretion of this Centre.
- Settlement of disputes will be as per Indian Arbitration and Conciliation Act, 1996 and venue will be the RCB, Faridabad.
- ix. The RCB, reserves the right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties

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TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For Providing manpower to perform jobs assigned to Outsourced Secretarial Assistants, drivers, attendants, data entry operators etc., for the RCB, Faridabad

1.	Name of Tendering Company	
	(Attach certificate or registration with a brief profile of the company)	
2.	Name of Proprietor / Director of Company	
3.	Full address of Registered Office with Telephone No., FAX and E-Mail	
4.	Full address of operating / Branch Office with Telephone No., FAX and	
	F-Mail	
5.	Banker of Company with full address (Attach certified copy of	
	statement of A / C for the last three years)	
6.	PAN/ GIR No. (Attach attested copy)	
7.	GST Registration No. (Attach attested copy)	
8.	E.P.F. Registration No. (Attach attested copy)	
9.	F.S.I. Registration No. (Attach attested copy)	
10	Documents showing at least completion of one work not less than Rs.80	
	labb per annum or two service contracts of value not less than Rs.50	
	Lakh per annum or at least three service contract of value not less than	
	Rs 25 Lakh per annum related to providing human resources in a single	
	contract, during the period of last three years as per clause No. / of	
	Technical Requirements for the Bidder.	
11.	Give details of the major similar contracts handled by the tendering	
	Company on behalf of PSUs and Government Departments during the	
	last three years. (Attested copies of work orders may also be attached.)	
12.	Affidavit stating that the company is / has not been black listed by	
	Central / State Government / PSU (Attach copy) (Subject to verification	
	by RCB)	
13.	Number of similar assignments; Manpower provided to Govt. / Private /	
	PSU in last 5 years by the Company (Attach copy)	
14.	Objective Testing and Assessment of Professional Skills of Candidates	
	/ Manpower: Company's process of Scrutinizing candidates before	
	providing to the Ministry; Number and type of tests / examinations	
	proposed / conducted by the Company to ensure that suitable candidates	
	/ manpower are going to be provided to the Ministry (Attach copy)	
15.	Declaration about Fraud and corrupt practices (Dully signed & attested	
	as given in the Tender Document	
16.	List of other clients	
17.	Solvency certificate of Rs.40 Lakh from PSU / Scheduled Bank	

Signature of authorized person

Date: Place:

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Name: Seal

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DECLARATION

۱.	I, Son / Daughter/ Wife of Sh Proprietor /
	Director, authorized signatory of the Company, mentioned above, is competent
-	to sign this declaration and execute this tender documents; I have carefully read and understood all the terms and conditions of the tender
2.	and undertake to abide to them;
3.	The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
	Signature of authorized person
	Name: Seal

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

For providing manpower to perform jobs assigned to Outsourced Secretarial Assistants, driver, attendants, data entry operators etc., in the RCB, Faridabad.

- 1. Name of tendering Service Provider Company
- Details of Earnest Money Deposit Amount : D.D / P.O & Date : Drawn on Bank :
- Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable
 in the NCT of Delhi / Faridabad and other by- laws applicable (inclusive of all statutory
 liabilities, taxes, levies, cess etc.)

Component of Rate	Rate
Monthly Rate for outsourced Secretarial	At rates specified by RCB under
Assistants, drivers attendants, data entry	III- Terms & conditions under
operators etc.	the "scope of work"
Statutory payments applicable	(@ % of 1 above)
Any other liability (pl. Indicate)	
Contractor's Administrative / Services Charges	(@% of 1 above) of Flat Rate
GST liability	(@% of 5 above)
	Monthly Rate for outsourced Secretarial Assistants, drivers attendants, data entry operators etc. Statutory payments applicable Any other liability (pl. Indicate) Contractor's Administrative / Services Charges

The basis of short listing will be SI. No. 5: Contractor administrative charges (Abnormally low rates will be rejected. Any rate which would effect statutory payment and wages, after deduction of TDS would be considered as abnormally low rate)

4. The manpower employed by the Company shall be required to work normally during all working days, i.e. from Monday to Saturday from 0900 hrs. to 1730 hrs. with a lunch break of ½ an hour from 1300 to 1330 hrs. The manpower may also be called upon to perform duties on Sundays and other Gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays.

Signature of authorized person

Name: Seal

Date: Place:

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Notes:

1. The rates quoted by the tendering Company should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.

2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.

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DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the documents, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community. We further certify that in regard to matters relating top security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees

Signature of authorized person

BY I Name: Seal

Date: Place:

BID EVALUATION PROCESS

- The participants shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.
- 2. The tendering evaluation shall be done on QCBS (70:30) system with weightage of 70% to Technical Evaluation and 30% to Financial Evaluation.
- 3. The technical bid evaluation shall be done based on the following criteria:
- 4. During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

(i) Number of years in Operations	Max 15 Marks
(a) Upto to 5 years	5 Marks
(b) More than 5 years and upto 10 years	10 Marks
(c) More than 10 years	15 Marks

(ii) Turnover (during the last three years)	Max. 15 Marks
(a) Minimum One Crore each year	10 Marks
(b) More than double the minimum each year	15 Marks
(pro-rata marks will be awarded if double th	e minimum is not achieved in each of the three
years)	

(iii) Number of Manpower on roll	Max. 10 Marks
(a) Upto 500	5 Marks
(b) More than 500 and upto 1000	7.5 Marks
(c) More than 1000	10 Marks

(need to be supported by list of manpower deployed site-wise as on date, with EPF remittance details of the month of May 2018 failing which no marks will be awarded against this criteria)

(iv) Statutory Compliance	Max. 10 marks
(a) ESL/EPF/GST	10 Marks

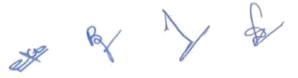
(v) Solvency Certificate	Max. 10 Marks
(a) Minimum 40 lakhs	5 Marks
(b) Double the amount	10 Marks

(Pro-rata marks will be awarded to value of certificate in excess of the minimum amount)

(vi) Number of Completed works (a) Number of works as per	Max. 40 marks 20 Marks
minimum requirement	
0 5 5 11 1 1 0 1	10 3 6 1

(b) Double the number of works as per minimum requirement 40 Marks

(needs to be supported by satisfactory service certificate from the agency awarding the work or else only 70% weightage will be awarded, if only work orders are enclosed.)



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- 5. A Bidder should secure mandatorily a minimum of 70% marks (i.e. 70 marks out of total 100 marks in Technical Evaluation in order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.
- 6. The total marks obtained by a Bidder in the technical bid shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.
- 7. The Bidder shall be required to produce self-attested copies of the relevant documents in addition to the documentary evidences for being considered during technical evaluation.
- 8. A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of Para 4. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be unopened.
- The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. RCB shall intimate the bidders, the time/ venue for the financial Bid opening.

10. FINANCIAL BID OPENING PROCEDURE

- 10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the notified date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their companies and shall be asked to sign as witness for record purposes.
- 10.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 10.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- 10.5 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (R 1) shall be decided only after following due procedure as explained in para 11.

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11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER (based on COMBINED Scoring of Technical + Financial)

- 11.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.
- 11.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 30marks (i.e. 30% x 100).
- 11.3 The Bidders' ranking shall be arranged depending on the combined marks obtained by each of the bidder both in Technical Evaluation and in Financial Evaluation.
- 11.4 The Bidder meeting the minimum eligibility criteria and with the **highest marks/rank with the COMBINED SCORING** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible R-1 Bidder for further process.
- 11.5 If there is a discrepancy between words and figures, the amount in words shall prevail.

11.6. The decision of the Competent Authority at RCB will be final and binding in all cases.

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