

Notice Inviting Bids

Regional Centre for Biotechnology, Faridabad

Bid Ref. No. RCB/Manpower/2021

Regional Centre for Biotechnology, Faridabad is in the process of appointing established and registered Manpower service providers having requisite experience of providing Manpower to various Government Departments, Public Sector Undertaking and Autonomous Organizations of Govt. of India for providing contract staff (number may vary depending upon the requirement) through outsourcing mode for its various Departments/Centres/Units/Offices as per terms and conditions detailed in the following paragraphs for a period of **One year** (extendable upto THREE years) to be reviewed every year depending upon the performance of the service provider as per details given as under.

Details of the item	Hiring of Manpower Agency to render Manpower Services to the Regional Centre for Biotechnology
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No manual bids will be accepted. The quotation (both Technical and Financial) should be submitted in the Gem portal.

Schedule 1

Name of Organization	Regional Centre for Biotechnology, Faridabad
Bid Type (Open/Limited/EOI/Auction/Single)	Open
Bid Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/ Sell)	Service
Bid Currency	INR
Date of Issue/Publishing	12/11/2021
Bid Submission Start Date	12/11/2021
Last Date and Time for Uploading of Bids	22/11/2021 (15.00 hrs)
Date and Time of Opening of Technical Bids	22/11/2021 (15.30 hrs)
Bid Security Declaration	Bid Security Declaration to be submitted along with the Technical Bid by the prospective bidders on the format given at Annexure -VIII
No. of Covers	02
Bid Validity days	180 days (From the date of opening of bids)
Address for Communication	Administrative Officer (Admn) Regional Centre for Biotechnology NCR Biotech Science Cluster, Faridabad Gurgaon Expressway, Faridabad -121001
Contact No.	0129-2848800, 900
Buyer Email Address	Email ID:- buycon1.rcbrg.hr@gembuyer.in

Controller of Administration(RCB)

SUBMISSION OF BIDS

- 1) Outsourcing Agency should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Outsourcing Agency will be responsible for any delay due to other issues.
- 2) The Outsourcing Agency has to digitally sign and upload the required bid documents one by one as indicated in the bid document.
- 3) A standard BoQ format has been provided with the bid document to be filled by all the Outsourcing Agencies. Outsourcing Agencies are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Outsourcing Agencies are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Outsourcing Agency). No other cells should be changed. Once the details have been completed, the Outsourcing Agency should save

it and submit it online, without changing the filename/format. If the BoQ file is found to be modified by the Outsourcing Agency, the bid will be rejected by the system.

- 4) The bidders are advised to go through timelines for submission of the bids on the GeM before participating in the bid.
- 5) The prospective bidders are required to ensure the submission of the eligibility documents / other relevant documents as asked in the bid document to claim their eligibility. Failure to submit the desire documents such bids shall be considered as non-responsive and may be rejected. No further enquiry or representation shall be entertained in this regard.

GENERAL INSTRUCTIONS TO THE OUTSOURCING AGENCIES

- 1) The bids will be received online through the GeM portal <http://gem.gov.in>. In the Technical Bids, the Outsourcing Agencies are required to upload all the documents in .pdf format. Bidder are advised to follow the instructions provided in the 'Instructions to the Bidder for the submission of the bids online before participating.

Scope of Work :

1. To provide Manpower as desired by the Institute for rendering support and services.
2. The Manpower required are to be engaged by the Selected Agency immediately on issue of the contract / agreement.
3. It is the responsibility of selected Agency to ensure timely payment of Manpower latest by 7th day of every month and submit their bill for reimbursement provided the documents such as attendance report of all the manpower deployed (department-wise) along with the documentary evidence in respect of deposition of EPF/ESI (wherever applicable) supported by respective challan, absentee report etc.
4. The selected Agency must provide the Identity Card to all the engaged Manpower, which is required to be carried by the deployed manpower at the time of office hours while in service.
5. The selected agency shall comply with all the provisions of Indian Labour Laws in respect of the Manpower employed thereof.
6. The selected agency shall also ensure compliance to all the labour legislations and regulations.
7. The selected Agency has to quote Administrative Service Charges only. Service Charges should be quoted only at percentage on total or gross wages, which should be 2 (Two) or above with decimal points in two digits only. The bidders who quote service charges below 2% shall be treated as non-responsive and their bid shall not be considered for further evaluation.

Minimum Eligibility Criteria

- I. The Firm/ Agency should be registered with Service Tax Department.
- II. The Firm/ Agency should have PAN No. against their name.
- III. The Firm/ Agency must have Provident Fund Account No. in their name.
- IV. The Firm/ Agency must have a valid labour license from the Regional Labour commissioner for specific number required for the contract under contract Labour (Regulation & Abolition) Act, 1970.
- V. The Firm/ Agency must be registered for deployment of Manpower services under Companies Act, 1956.

- VI. The Firm/ Agency must have ESI No. in their name.
- VII. The firm should have an office in Delhi/NCR.
- VIII. The Company/ Firm should be in the business of providing Manpower service (at least 100 persons at a place of Institute/Organization) and in total 500 persons in a year for at least last three consecutive years(2017-18, 2018-19, 2019-20). Performance Certificates issued by their existing reputed clients should be attached. The Annual turnover of the firm during last three consecutive financial years (2017-18, 2018-19, 2019-20) should not be less than Rupees Ten Crores in each financial year.
- IX. The agency should not have been blacklisted by any Department/Ministry of the Government of India or any PSU/Central or State autonomous organization (a self certification will be needed).
- X. A service provider should not have any criminal case pending against them or any of its Directors or should not have been convicted on grounds of moral turpitude or for violation of laws in force (a self certification will be needed).
- XI. The agency should have a valid ISO9001-2015/2018 certification.

While submitting the bids, the interested Outsourcing Agencies shall have to furnish all the proofs/affidavits/undertaking as per requirement.

Test of skills of Manpower prior to engagement

In order to ensure that the Manpower provided by the Selected Agency possess the required technical/academic qualifications and skills, it shall be open to the agency to take interview and/or written test. Those who will qualify in the written test or interview and possess the required qualification will be deployed at RCB Faridabad by the agency. The agency may consider the candidature of the those outsourced employees who have already been working with RCB Faridabad through the earlier agencies.

Type of Manpower required

The type of Manpower and monthly salary is mentioned in **Table-I**. The service provider shall be bound to provide quality manpower as required by RCB in each category.

Table-I. Details of Manpower requirement (Approximate requirement of total Manpower (including all categories) is around 60, but it may vary depending upon the actual requirement of the Institute from time to time)

S. No.	Category	Consolidated Monthly Salary (Rupees)	Qualification/Experience
1	Sr. Assistant/Facility Supervisor(Gr.II) or at equivalent level	35,000/-	Graduation in related discipline with 8 years relevant experience (Desirable: PG / MBA)
2	Sr.Assistant/Facility Supervisor(Gr.I) or at equivalent level	32,000/-	Graduation in related discipline with 6 years relevant experience (Desirable: PG / MBA)
3	Admn Assistant (Gr.II) or at equivalent level	28,000/-	Graduation in related discipline with 3 years relevant experience
4	Admin Assistant(Gr.I)/MTS-cum-Driver or at equivalent level	25,000/-	Graduation in related discipline / Matric(10 th) Pass with Heavy Duty Driving Licence for Driver)
5	Multi-Tasking Staff (MTS)-Gr.I/ Cook/ Carpenter/ Plumber/ Driver or at equivalent level	23,000/-	Matric(10 th) Pass with 3 years' experience (for MTS-Gr.I) / Diploma in related discipline (for Technical trades)/ Driving Licence for Driver
6	Multi-Tasking Staff (MTS)-Gr.II or at equivalent level	20,000/-	Matric(10 th) Pass

Above salary package is for 6 working days in a week with normal duty hours from 9:00 AM to 5:30 PM with half-an-hour lunch break (i.e., 8 hours duty per day and 48 duty hours per week). However, the days of duty as well as working hours could be different depending upon areas of deployment in various Divisions/Sections/Offices,etc. with the condition of five-day week(Monday to Friday). However, these staff shall have to report for duty on Saturdays and holidays as and when required. The duty hours for these staff will be assigned by their respective Controlling/Branch Officers on functional requirement basis. No payment will be made to the staff if absent on duty days.

Annual Increment to the Manpower member

An annual increase @5% of the monthly salary may be considered depending on the performance of the incumbent (if recommended by the immediate Reporting Officer).The Institute may also require Manpower in areas other than mentioned at **Table-I** above from time to time, which the Outsourcing Agency has to supply at a mutually convenient rate.

The monthly salary package as mentioned at **Table-I** may vary as per the decision of the institute and the minimum daily wage rate as approved by Central Govt.

Quality of Manpower

The benchmarks such as educational qualifications, professional qualifications, experience have been mentioned in succeeding paragraphs in respect of the Manpower to be deployed by the service provider. The service provider will present the candidates to RCB Faridabad for assessment of their suitability. RCB Faridabad may lay off the services of already accepted candidates based on their performance on 07 days' notice and in such an eventuality; the service provider will have to provide a suitable replacement within the notice period. The person/staff should not have any Police records/criminal cases against them.

Duties and Responsibilities

Duties and responsibilities of the Manpower deployed will be as assigned by the respective In-charges of the concerned sections/divisions of the Institute from time to time.

Payment

Payment will be made to the agency within 15 working days of the subsequent month, if the bill submitted by the service provided followed by respective challans are in order.

Settlement of Disputes

In case of any dispute between the parties regarding the terms and conditions of the provision of the work being awarded, the matter shall be referred to an Arbitrator(s) as may be decided by the Executive Director, RCB Faridabad for arbitration under the Arbitration & Conciliation Act. The service provider shall not question the decision of the Arbitrator(s) on ground that the Arbitrator(s) is/are Government servant(s). The decision of the Arbitrator(s) shall be final and binding on the Parties. Dispute, if any, shall pertain to the service provider & RCB Faridabad and not individual Manpower. (Arbitration could be approved by the Labour Commission/Department.) The Arbitrator may give interim award(s) and/ or directions, as may be required. Subject to the aforesaid provisions, the Arbitration & Conciliation Act and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

Minimum Requirement of Educational & Professional qualifications/ experience of the persons to be deployed by the service providers

The persons to be deployed by the service providers should have the following educational qualifications/ experience against each post:

Table-II. Position and Eligibility Criteria

Srl	Post(s)	Eligibility
1	Sr. Assistant (Gr.I)	Educational Qualifications :Graduate with minimum 55% Marks from a recognized university and preferably with Diploma in Computer Applications/Office Management.
		Professional Qualifications :Should have good communication and noting/drafting skill.
2	Sr. Assistant (Gr.II)	In addition to above qualification cited in previous row : Experience: Five years relevant experience in an organization of repute.
3	Admn Assistant (Gr.I)	Educational Qualifications :Graduate with minimum 55% Marks from a recognized university. Preferably with Diploma in Computer Applications/Office Management/Secretarial Practice.
4	Admn Assistant (Gr.II)	In addition to above qualification cited in previous row : Experience : Three our years relevant experience in an organization of repute.
5	Driver	Educational Qualifications : Sr. Secondary School (10+2) pass with driving license of both heavy and light duty vehicles with 3 years of driving and maintenance experience in a reputed organization OR Sr. Secondary School (10+2) pass with relevant ITI Course with license for both heavy & light duty vehicles with 2 years of relevant experience of reputed organization.
6	Multi Tasking Staff	Educational Qualifications :Matriculation/Secondary School with minimum 50% Marks from a recognized Board.
		Should have basic knowledge of computer, focussing mainly on MS Office.
7	Cook	Educational Qualifications & Experience: Matriculation/Secondary School pass with minimum of 03 years' experience as a Cook in a Student Hostel Mess/ Lunch Club/ Guest House of a reputed organization. Preferably the person should have completed a cookery course.
8	Plumber, Carpenter	Educational Qualifications & Experience: Matriculation/Secondary School pass with minimum of 03 years' experience in reputed organization.

Age Limit : For fresh applicants: 21-40 years

The above age limit clause is not applicable for those Manpower members already working with RCB and subsequently selected by the Outsourced Agency.

The clause of 55% marks in the qualifying degree in respect of those Manpower members already working with RCB may not be insisted upon.

Method of Evaluation of Bid

Indian Institute of Technology Delhi has decided to evaluate the bids submitted by the various Outsourcing Agencies through the Quality Cost-Based Selection (QCBS) Method. Under QCBS, both the technical and financial proposals will be weighted proportionately to determine the winning Outsourcing Agency. The following weights will be assigned to the proposals:

- Weight assigned for technical evaluation (T) = 70%
- Weight assigned for financial evaluation (F) = 30%

(a) Technical Proposal (T)

The technical proposals will be evaluated first according to the parameters mentioned in the **Table-III** below. The Outsourcing Agency with the highest score will be granted 100 points. The technical scores of the other Outsourcing Agencies will be calculated as a fraction of the highest scorer. i.e. If the highest Outsourcing Agency A gains the highest score of X points while another Outsourcing Agency B gets a lower score of Y, then the technical score of Outsourcing Agency B will be $T1 = 100*(Y/X)$.

Table-III. The technical parameters, considering a total score of 100, are bifurcated below:

#1	#2	#3	#4	#5
Sr.	Evaluation Parameter	Max Marks	Method of marks allocation	Proof Required to be submitted
1	Presentation on Approach to manage outsourcing of staff	30	The following metrics will be considered: (i) Organization profile (ii) IT and Training infrastructure to support Manpower objectives (iii) Capability to meet Manpower requirements (iv) Plan of action in fulfilling of demand for each role (v) Understanding of RCB, Faridabad requirement (vi) Innovative approach to motivate staff members and also to perform skill development	The hard copy of the PPT be submitted after the presentation

2	Manpower placement	15	Total Annual Manpower on Outsourcing Agency's payroll for the last three consecutive years (2017-18, 2018-19, 2019-20), as on Bid Submission Date (i) > 2000 (15 marks) (ii) Between 501-2000 (10 marks) (iii) Upto 500 (5 marks)	Relevant Support document be provided
3	Financial Capacity	15	Average Annual turnover for last three consecutive financial years (i.e.2017-18, 2018-19, 2019-20) (i) > INR 50 cr. (15 marks) (ii) Between INR 11-50 cr. (10 marks) (iii) Upto 10 cr. (5 marks)	Applicants must provide audited financial statements (Balance Sheet, P&L Statement etc.) for financial years (i.e. 2017-18, 2018-19, 2019-20)
4	Experience with PSU/ Govt. clients/ Large MNC's/ Academic Institutes (The agency must have a physical presence (i.e. full-fledged office) located in NCR	20	No. of PSU/Govt. clients/ Large MNC's/ Academic Institutes Manpower outsourcing projects undertaken by the Outsourcing Agency in the past 3 years (i) >=5 (20 marks) (ii) Between 2-4 (10 marks) (iii) 1 (5 marks)	Outsourcing Agents must provide Performance Certificates issued by their existing/ previous clients [Annexure-V]
5	Years of operation	20	No. of years Outsourcing Agency is involved in providing Manpower services: (i) >=10 (20 marks) (ii) Between 4-9 (10 marks) (iii) Upto 3 (5 marks)	Relevant Support document be provided (year of inception in this business)

Note: The company must have their corporate presence in NCR/Delhi/Faridabad.

The maximum marks obtained above will be given a weight of 70%. i.e. T = 70% of T1.

Illustration

Let us consider the following scenario of various Outsourcing Agencies:

- 1) Company ABC, with a registered office in Delhi, has an average annual turnover during the last 3 financial years of Rs. 10cr and a placement record of 3157 personnel in

the same period. The company has been in the outsourcing staff placement business for the last 12 years serving Private companies during the initial 8 years, PSU's for the next one year and Academic Institutes for the recent 3 years. A score of 25 out of 30 is obtained in the presentation given before the Institute Designated Committee.

2) Company PQR has an average annual turnover during the last 3 financial years of Rs. 30 cr and placed 10,040 personnel in the same period. The company has been providing outsourcing staff personnel to Government clients for 5 years, with their office registered in Delhi. It obtains a score of 10 in the presentation given before the Institute designated Committee.

3) Company XYZ has an established office in Delhi with an average annual turnover during the last 3 financial years of Rs. 95cr and a placement record of 547 personnel in the same period. The company has been in the outsourcing staff placement business for the last 4 years serving several Private companies and Academic Institutes. It is able to secure 15 points out of 30 in the presentation offered before the Institute designated Committee .

The total scores obtained by the companies out of 100, as per criteria mentioned in the table above, will be as below:

#1	#2	#3	#4		
Srl	Evaluation Parameter	Max Marks	Marks Obtained by		
			Company ABC	Company PQR	Company XYZ
1	Presentation on Approach to manage outsourcing of staff	30	25	10	15
2	Manpower placement	15	15	15	10
3	Financial Capacity	15	5	10	15
4	Experience with PSU/ Govt. clients/ Large MNC's/ Academic Institutes outside NCR	20	10	20	10
5	Years of operation	20	20	10	10
<i>Marks</i>		100	75	65	60
<i>Technical score compared to highest scorer(T1)</i>			100	$100 \times (65/75) = 86.67$	$100 \times (60/75) = 80$
<i>Technical score (T)</i>			70% of 100 = 70	70% of 86.67 = 60.67	70% of 80 = 56

(b) Financial Proposal (F)

The financial proposal will be evaluated after the technical proposal. The lowest-priced financial proposal (i.e. the Administrative Service Charges component) will be awarded the full weighted score.

For example – If A is the lowest Outsourcing Agency who has bid Rs. X as Administrative Service Charges per worker per month quote and B and C are other 2 Outsourcing

Agencies with corresponding quotes of Rs. Y and Rs. Z respectively, normalized score of A is taken as 100, B is taken as $(100 \times X/Y)$ and C is taken as $(100 \times X/Z)$.

Illustration

In order to illustrate this further, let's take an example of the same 3 Outsourcing Agencies from companies ABC, PQR & XYZ with the respective quotes of Rs. 100, 50 & 80 thereby making company PQR as the lowest Outsourcing Agency. In this case, the financial evaluation (F), considering the weight assigned for financial evaluation to be 30%, will be calculated as below:

#1	#2	#3	#4	#5 = $(30/100) \times (\#4)$
Srl	Outsourcing Agency	Quoted Amount (inRs.)	Weighted Score	Computed Financial Score (F)
1	ABC	100	$100 \times (50/100) = 50$	$(30/100) \times 50 = 15$
2	PQR	50	100	$(30/100) \times 100 = 30$
3	XYZ	80	$100 \times (50/80) = 62.50$	$(30/100) \times 62.50 = 18.75$

Once the weighted technical scores (T) and weighted financial scores (F) are determined for each Outsourcing Agency, they are summed, to determine the final scores (i.e. T+F) and thereby the winning Outsourcing Agency.

Illustration

In the example of Outsourcing Agencies ABC, PQR & XYZ, the final scores obtained will be calculated as below:

#1	#2	#3	#4	#5 = #3 + #4
Srl.	Outsourcing Agency	Technical score (T)	Financial Score (F)	Final Computed Score (C)
1	ABC	70	15	85
2	PQR	60.67	30	90.67
3	XYZ	56	18.75	74.75

Thus, in the illustration given above, the lowest Outsourcing Agency (L1) will be company PQR with the highest score of 90.67.

In case of financial tie , the following Tie-breaker method will be adopted for evaluation :

In case of financial bid tie:- Agency with maximum number of deployed employees in FY 2019-20 (With documentary proof) will be considered. In case of tie in deployed number of employees during FY 2019-20, agency with maximum number of employees working as on 31.03.2021 would be considered. In case if there is further a tie in the total number of employees of the agency as on 31.03.2021, then the total number of establishments under the agency where the manpower was supplied in financial year 2019-20. (With documentary proof) would be considered. Elimination would be done at each tie-breaker level. In case of tie on all above criteria, the decision of the Institute will be final and binding.

Terms and Conditions

- 1 The salary package as mentioned in **Table-I** above is for 6 working days a week with normal duty hours from 9:00 AM to 5:30 PM. However, the Head of the Deptt./Centre may allocate separate shifts of duty as per requirement.
- 2 The staff outsourced to RCB will be the employee of the service provider only and in no way shall be interpreted as an employee of RCB. The person deployed shall not claim any master and servant relationship against RCB, and shall not claim any benefits/compensation/absorption/regularization of services from/in RCB under the provision of Industrial Disputes Act 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- 3 The Outsource Staff personnel may be granted Complementary leave for maximum Twelve (12) days annually on a pro-rata basis, which cannot be carried forward to the next calendar year.
- 4 If, for any reason, the personnel deployed by the service provider absent himself/herself, he/she should properly intimate the Controlling Officer (i.e. Head of the Deptt./Unit) before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. In case of any default on a particular day, proportional deduction of salary will be imposed for each such complaint certified by the officer under whom the work is being performed.
- 5 TDS and other taxes as applicable will be deducted from each bill at the time of making payment to the Service Provider.
- 6 The successful bidder (Outsourcing Agency) shall have to remit within five days of award of contract, bank guarantee of a nationalized bank of an amount equivalent to 10% of the total contract value for a year. The bank guarantee shall be in favour of Executive Director, RCB, Faridabad and shall be valid till 60 days beyond the period of engagement of the Agency by RCB Faridabad. In case of any extension in the contract, the agency has to provide the renewal copy of the bank guarantee for the period of extension on the existing terms of the contract.
- 7 RCB Faridabad has all the rights to reject/accept any or all the bid(s) without assigning any reason whatsoever.
- 8 Bid application without complete documents and/or insufficient/inadequate information shall not be considered. Conditional Bids will not be accepted under any circumstances and shall be rejected outrightly.
- 9 RCB, Faridabad shall enter into a contract with the successful Outsourcing Agency on the terms & conditions on Rs. 100/- non-judicial stamp paper. The said stamp paper will be arranged by the Outsourcing Agency for execution of agreement.
- 10 Failure by the service provider to comply with any statutory requirements and terms of agreement during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future bid in RCB Faridabad. In such an eventuality the Bank Guarantee will be invoked.
- 11 The Firm/Agency shall comply with all labour laws, rules and Acts in relation to its employees and keep RCB Faridabad informed about any amendment in the laws from time to time. Contribution towards ESI, EPF and other statutory obligations will be paid by the Institute as per rules to the service provider. The Firm/ Agency

claims in bills regarding ESI, EPF, Service Tax etc. should be accompanied by documentary proof of remittance of amount with respective authorities pertaining to the previous month. A requisite portion of the bill/whole of the bill amount shall be held up till proof is furnished, at the discretion of the Institute.

- 12 The Institute will subscribe ESIC contribution @3.75% of total emoluments per day. Therefore, the agency should ensure that the eligible employees are also paying their share towards ESIC. Further, if an employee becomes ineligible on account of drawing more wages (>21000/- per month as per existing ceiling), then the agency will be required to buy a medical insurance policy for that employee having premium equal to or more than to the ESIC contribution i.e. 4.5% (3.75+0.75) of total wages. The policy should be made available within 15 days from the date of engagement of any staff and a copy of the same should be attached along with the following monthly invoice.
- 13 The payment of wages by the contractor to its employees shall be made by online mode on every first working day of the next month. The payment will be released by the service provider to its employees before the submission of claim to RCB Faridabad. The Firm/ Agency shall deposit the employee's and employer's contribution towards EPF and ESI as also any statutory deduction, with concerned authorities and shall furnish a certificate/challans to this effect to RCB Faridabad, every month along with their monthly bill for payment. Any liability towards statutory compliance or otherwise for any of the personnel engaged by the service provider will lie totally with the service provider and will in no way be the concern of RCB Faridabad. The Firm/ Agency has to provide laminated photo Identity Cards to the persons employed by him/her for carrying out the work. The Medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the agency.
- 14 The agency will be required to provide particulars of EPF & ESI of its employees engaged in RCB Faridabad.
- 15 The rates specified in **Table-I** do not include any tax. However, these rates include the employee/employer's PF Contribution ESI etc.
- 16 The tax, if any, on the bills raised by the firm will be paid by RCB Faridabad. However, firm has to attach the challan in support of proof of having remitted the same with tax authorities, of the preceding month along with succeeding month's bill to the Institute.
- 17 The Outsourcing Agency in the financial bid (Annexure-VIII) will only mention the required Administrative Service Charges expressed as a percentage of the monthly salary given to the Manpower.
- 18 The Firm/Agency shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, Paan, Smoking and loitering without work. In case of such offence, institute may impose financial penalty to the Agency. (Ref. to clause No.- 4)
- 19 **The Firm/ Agency will not demand any type of deposit (in any form) from the selected candidate. If found at any point of time appropriate action will be taken against selected Firm/ Agency.**
- 20 The Firm/ Agency shall be contactable at all times and messages sent by phone/email/fax/special messenger from RCB Faridabad shall be acknowledged immediately on receipt on the same day. The Firm/ Agency shall strictly observe the instructions issued by the office in fulfilment of the contract from time to time.

- 21 RCB Faridabad shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- 22 If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the Firm/ Agency shall be liable to reimburse to this office for the same. The agency shall keep RCB Faridabad fully **indemnified** against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and RCB Faridabad will in no way be responsible for it or any other clause mentioned above.
- 23 The agreement can be terminated by either party by giving three months' notice in advance. If the Firm/ Agency fails to give three months' notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the Firm/ Agency from RCB Faridabad shall be forfeited.
- 24 That on the expiry of the agreement from the Firm/Agency, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- 25 Any dispute arising out of the contract shall be settled within the jurisdiction of Faridabad.
- 26 The Outsourcing Agencies shall have to obtain the required license from the licensing authority of respective Department/Circles/Division/Other units before deployment of personnel in RCB Faridabad.
- 27 If any amount is found payable by the Outsourcing Agencies towards wages, allowances and statutory dues in respect of personnel or any loss to RCB Faridabad property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
- 28 **Complementary service by any service provider is not acceptable. If any service provider quotes the Administrative Service Charges which is unjustified, it shall not be treated as a valid quote and shall result in summarily dismissal of the financial bid even though the service provider is otherwise technically qualified.**
- 29 The Administrative Service Charges per worker per month quoted by the service provider in the financial bid shall be commensurate with the administrative and supervisory efforts required for executing the contract.
- 30 The Administrative Service Charges quoted by the vendor will remain fixed for the entire validity period of contract and no request shall be entertained before expiry of the contract period.
- 31 Institute shall correct (increase or decrease) the rates of statutory payments if there is a variation in the rates quoted by the Outsourcing Agency and those notified by the Govt.

- 32 If the services provided by the bidder are not found as per the prescribed standards wholly or partly and in case of breach of any contractual obligations, the Institute reserves the right to get the services from other sources at the risk and cost of the bidder. Bank Guarantee: A bank guarantee of 10% of the total order value should be furnished by the successful Outsourcing Agency from any scheduled bank. The bank Guarantee shall be kept with RCB Faridabad for a period of three years and two months and shall be released after the successful completion of the contract.
- 33 If the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Executive Director, RCB Faridabad, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
- 34 RCB Faridabad will not reimburse any amount towards Provident fund, Employees Insurance or Bonus. These issues must be settled between the outsourced agency and the Manpower supplied by them from time to time as per the government rules and regulations.

Amendment of Bid Documents

- A At any time, prior to the date of submission of bids, RCB Faridabad may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Outsourcing Agency, modify the bid documents by amendments.
- B The amendments shall be notified on the GeM portal and these amendments will be binding on the Outsourcing Agencies.
- C In order to allow prospective Outsourcing Agencies reasonable time to take the amendments, if any, into account in preparing their bids, RCB Faridabad may, at its discretion, extend the deadline for the submission of bids suitably.

NOTE:

- The Outsourcing Agency should sign and stamp each page of this bid document as a token of having read and understood the terms and conditions contained herein and submit the same along with the bid (digitally).
- Annexures will also have to be signed and stamped by the Service provider through its authorized signatory.

ANNEXURE-I**COMPLIANCE SHEET**

S.no	Eligibility Criteria	Compliance (Y/N)
1	Fulfilment of all the eligibility criteria for this Bid of supplying qualified, skilled and good conduct personnel Manpower to RCB Faridabad as per this Bid.	
2	Whether the agency will be in a position to engage required manpower within three weeks of issue of the work order.	
3	Whether the agency will provide smart Identity Card to all the engaged Manpower.	
4	Whether the agency will ensure timely payment of Manpower (by the last working day of the month). RCB Faridabad will not reimburse any amount towards Provident fund, Employees Insurance or Bonus to the employees deployed by us. Any issue arising will be settled between us and the staff supplied by us from time to time as per the government rules and regulations.	
5	Whether the agency We will comply with all the provisions of Indian Labour Laws in respect of the staff deployed by us at RCB Faridabad.	
6	Whether the agency We will also ensure compliance to the labour legislations applicable to Delhi like a) Minimum Wages Act, b) Employees Provident Fund Act, c) Employees State Insurance Act, d) Workmen's Compensation Act, e) ESI Act etc.	
7	Whether the agency will have a valid labour license from the Regional Labour commissioner for specific number required for the contract under contract Labour (Regulation & Abolition) Act, 1970.	
8	Whether the agency are registered for deployment of Manpower services under Companies Act, 1956.	
9	Whether the agency have a fully functional office in Delhi/ NCR.	
10	Whether the agency have a valid ESI number.	
11	Whether the agency have deployed at least 100 persons at a place of Institute/Organization and in total 500 persons in a year for at least last three consecutive years(i.e. 2017-18, 2018-19, 2019-20). (refer Annexure-III)	
12	Annual turnover during last three consecutive financial years (i.e. 2017-18, 2018-19, 2019-20) with more than Rupees ten crores in each financial year have been attached.	
13	Performance Certificates issued by their existing reputed clients have been attached. (refer Annexure-V)	
14	Whether the agency have not been blacklisted by any Department/Ministry of the Government of India or any PSU/Central or State autonomous organization. (refer Annexure-VI)	
15	Whether the agency comply to the requirement that they do not have any criminal case pending against us nor any of our Directors have been convicted on grounds of moral turpitude or for violation of laws in force. (refer Annexure-VI)	
16	The agency will not demand any type of deposit (in any form) from the selected candidate.	
17	Whether the agency will have a valid ISO 9001-2015/2018 certification in our own name.	

(Signature of Authorized Person)

Place: _____

Name: _____

Date: _____

Designation: _____

COMPANY PROFORMA

Subject: Providing Manpower Services (Purely on Contract Basis).

The undersigned, having read and examined in detail the bid document in respect of providing Manpower services purely on contract basis to RCB, Faridabad, do hereby express our interest to provide such services.

1	Name of the Company Registration Number Date of incorporation of the Company The agency must have been registered under deployment of Manpower services under Companies Act, 1956.	
2	Address of the Company	
3	Website Address	
4	Telephone (with STD Code)	
5	Mobile phone No. of the contact person	
6	E-mail of the contact person	
7	Number of Employees deployed by the company as on May 31, 2019	
8	Employees' Provident Fund (EPF) Registration No. with latest ECR	
9	Employee' State Insurance Corporation (ESIC) Registration No. with latest ECR	
10	Quality Certificate Registration No. (ISO). The agency should have a valid ISO 9001-2015/2018 certification	
11	Satisfactory Service Certificate/Performance Certificates from existing user organizations (Scanned copy be attached) (Refer to Annexure-V)	
12	Certificate of registration with Labour Department, Govt. of NCT Delhi (Attested copy of valid labour licence from the Regional Labour Commissioner for specific number required for the contract under Contract Labour (Regional & Abolition) Act 1970	
13	Copies of Work Orders issued by Outsourcing Agency's Clients (Scanned copies be attached)	
14	Name of the Contact person to whom all references shall be made regarding this bid	

15	Designation and address of the person to whom all references shall be made regarding this bid	
16	PAN, TAN and Service Tax details GST Number Latest GST return	
	(Enclose Attested copy of valid service tax registration certificate & copy of PAN, TAN)	
17	Annual Turnover from providing Manpower (for the last three years, duly signed by Chartered Accountant)	
18	Name of the Banker with Account Number (Enclose attested copy)	
19	Name of the authorized person to sign this document	

It is hereby declared and affirmed that the manpower likely to be deployed for rendering support and services in respect of duties assigned by the Institute, are competent and also are qualified as per the educational qualification criteria given in the bid document against the respective post.

(Signature of Authorized Person)

Place: _____

Name: _____

Date: _____

Designation: _____

Business Address: _____

Seal _____

Witnesses with signature

1) **Name & Address** _____

2) **Name & Address** _____

Annexure-III

PRIOR EXPERIENCE (in last three years)

Sr.	Name of the Organization(s) And its contact address with Telephone, email, mobile number. (Refer to Annexure-V)	Category of Manpower provided	No. of Manpower	Validity of the Contract: From _____ To _____

(Signature of Authorized Person)

Place: _____

Name: _____

Date: _____

Designation: _____

Business Address: _____

Seal _____

Witnesses with signature

1) Name & Address _____

2) Name & Address _____

DECLARATION

A Declaration letter on official letter head stating the following also to be submitted along with Technical bid.

- (i) We are in the Manpower supplying business for last _____ (years) and are engaged in supplying Manpower to different Central Government/State Government/Universities/Institutes of repute.
- (ii) We are not involved in any major litigation that may have an impact of effecting or comprising the delivery of service as required under this bid.
- (ii) We are not black-listed by any Central/State Government/Public Sector Undertaking/Autonomous organization in India.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE AGENCY
Kindly provide bank details of the Outsourcing Agency in the following format: a) Name of the Bank	
b) Account Number	

Declaration

I hereby certify that the information furnished above is true and correct to the best of our knowledge. We understand that in case of any deviation in the above statement at any stage, the company will be blacklisted and will not have any dealing with RCB, Faridabad in future apart from forfeiting the earnest money.

Signature of the Bidder

Name:

Seal of the Company

Performance Certificate

This is to certify that M/s _____ located at _____, have been supplying total _____ (in numbers) qualified Manpower to our organization for last _____ years (from _____ to _____). We are satisfied with the performance and quality of the Manpower supplied and the agency is professionally managed and competent to supply the same to other organizations of repute.

(Signature of Authorized Person)

Name: _____

Designation: _____

Business Address: _____

Seal _____

DECLARATION FOR NOT BLACKLISTED

To
The Executive Director, RCB, Faridabad

Dated: ___/___/___

In response to the Bid Ref. No. _____ dated _____, I/we, as an owner/partner/Director of _____, hereby declare that presently our Company/Firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/Central government/PSU.

We do not have any criminal case pending against us nor any of our Directors have been convicted on grounds of moral turpitude or for violation of laws in force.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

(Signature of Authorized Person)

Name: _____

Designation: _____

Business Address: _____

Seal _____

TECHNICAL EVALUATION

Srl	Parameter	Comments/ Remarks
1	Organization profile	
2	IT and Training infrastructure to support Manpower objectives	
3	Total Annual Manpower on Outsourcing Agency's payroll for the last three consecutive years (2015-2016, 2016-2017, 2017-2018), as on Bid Submission Date	
4	No. of PSU/Govt. clients/ Large MNC's/ Academic Institutes Manpower outsourcing projects undertaken by the Outsourcing Agency in the past 3 years	
5	No. of years Outsourcing Agency is involved in providing Manpower services	

BID SECURITY DECLARATION

(To be submitted by bidder on Non-Judicial Stamp Paper of Rs.100/-only duly attested by Notary)

We, (*Name of bidding firm with its address* _____) do hereby certify and declare that we are interested and genuinely participating in the Tender Enquiry No. _____ for (tender description _____) invited by the RCB.

We further undertake that if we withdraw or modify the submitted bid during the period of Bid validity, or if we will be awarded the order / contract and If we fail to acknowledge the order / sign the contract, or to submit a performance security before the deadline defined in the Tender document, the order awarded / work contract issued shall be terminated at the discretion of Competent Authority, RCB and our firm will be suspended / blacklisted for the period of 03 years from being eligible to submit Bids for tenders with the RCB in future.

Date:

Name and Signature of Authorized
Signatory of bidding firm along with stamp

Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in **Two** Envelopes as explained below:-

Envelope – 1 (Following documents to be provided as single PDF file)			
Srl	Documents	Content	File Types
1	Technical Bid	Compliance Sheet as per Annexure-I	.PDF
2		Company Performa as per Annexure-II	.PDF
3		Prior Experience (in last three years) as per Annexure-III	.PDF
4		Declaration as per Annexure-IV	.PDF
5		Performance Certificate as per Annexure-V	.PDF
6		Declaration for not Blacklisted as per Annexure-VI	.PDF
7		Technical Evaluation as per Annexure VII	.PDF
Envelope – 2			
Srl	Types	Content	
1	Financial Bid	Price bid should be submitted in XLS format.	EXCEL