

**Engagement of Manpower agency for providing Manpower  
at IAHE, Noida**



**Indian Academy of Highway Engineers  
(Ministry of Road Transport & Highways)  
Government of India**

**Engagement of Manpower agency for providing Manpower  
at IAHE, Noida**

***REQUEST FOR PROPOSAL  
(RFP)***

**December 2018**

**A-5, Institutional Area, Sector 62, Noida, UP**

**Engagement of Manpower agency for providing Manpower  
at IAHE, Noida**  
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# Engagement of Manpower agency for providing Manpower at IAHE, Noida

No. IAHE/Admin/17/Tender-Manpower Agency/2018-19

Dated: 28.12.2018

## Indian Academy of Highway Engineers (Ministry of Road Transport & Highways) Government of India NOTICE INVITING TENDER (NIT)

IAHE proposes to engage reputed, experienced and financially sound Manpower Agencies/Firms/Companies for providing various types of Manpower to IAHE for an initial period of 12-months which is further extendable for two more years, year by year based on satisfactory provision of Services at IAHE, Noida.

2. Proposals are hereby invited from eligible Manpower Agencies/Firms/Companies for providing various types of Manpower to IAHE at Noida. Some personnel namely Graduate Engineers, Administrative/ Accounts/Finance Personnel and Secretarial / Accounts Staff are to be provided on contract at fixed remunerations as per requirement of IAHE which shall be specified from time to time. Other Personnel like Supervisors, Electricians, Bus Drivers, Plumber, Hostel Wardens, Gardeners, Housekeepers, Multitasking Staff etc. are to be provided on contract based on Minimum Wages fixed by the Government of National Capital Territory of Delhi. The Letter of Invitation (LOI) and Terms of Reference (ToR) including Request for Proposal (RFP) is available online on Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>. The document can also be downloaded from IAHE's website ([www.iahe.org.in](http://www.iahe.org.in)). Cost of the Document in the form of a Non-refundable document fee of Rs. 1,000 (Rupees One Thousand only) in the form of Demand Draft favoring 'Indian Academy of Highway Engineers' and payable at Noida must be furnished in a separate envelop while submitting the proposal.

Bid must be submitted online at Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in> on or before 18.01.2019 (upto 1500 hrs IST)

3. The following schedule is to be followed for this assignment:
- (i) Deadline for downloading of bid: 17.01.2019 (1700 hrs)
  - (ii) Last date for submission of queries: 10.01.2019.
  - (iii) Pre bid meeting in IAHE, Noida: 11.01.2019 (1100 hrs)
  - (iv) Deadline for Submission of bids: 18.01.2019 (1500 hrs)

Yours sincerely,

Director  
Indian Academy of Highway Engineers (IAHE)  
A-5, Sector-62, NH-24 Bypass, Noida-201301, U.P., Noida

Tel: 91-120-2405009 Fax: 91-120-2400087  
E-mail: [trng.iahe-morth@nic.in](mailto:trng.iahe-morth@nic.in) Website: [www.iahe.org.in](http://www.iahe.org.in)

**Engagement of Manpower agency for providing Manpower  
at IAHE, Noida  
Letter of Invitation (LOI)**

No. IAHE/Admin/17/Tender-Manpower Agency/2018-19

Dated: 28.12.2018

Dear Sir,

**Subject: Engagement of Manpower Agencies/Firms/Companies for providing various types of Manpower to IAHE at Noida**

**1. Introduction**

- 1.1 **Indian Academy of Highway Engineers (IAHE)** proposes to engage eligible Manpower Agencies/Firms/Companies for providing various types of Manpower to IAHE. Some personnel namely Graduate Engineers, Administrative/Accounts/Finance Personnel and Secretarial / Accounts Staff are to be provided on contract at fixed remunerations as per requirement of IAHE which shall be specified from time to time. Other Personnel like Supervisors, Electricians, Bus Drivers, Plumber, Hostel Wardens, Gardeners, Housekeepers, Multitasking Staff etc. are to be provided on contract based on Minimum Wages fixed by the Government of National Capital Territory of Delhi.
- 1.2 The brief description of the assignment and its objectives are given in the **Appendix-I, “Terms of Reference”**.
- 1.3 The IAHE invites Proposals (the “**Proposals**”) *through e-tender* (on-line bid submission) for selection of Manpower Agencies/Firms/Companies (the “**Manpower Agency**”) for providing various types of Manpower to IAHE. Manpower Agencies are hereby invited to submit proposals in the manner as prescribed in the RFP. The Manpower Agencies are hereby invited to submit proposals in the manner prescribed in the RFP.
- 1.4 To obtain firsthand information on the assignment and on the local conditions, the Manpower Agencies are encouraged to pay a visit to the client and the site before submitting a proposal. They must fully inform themselves of local and site conditions and take them into account in preparing the proposal.
- 1.5 Financial Proposals will be opened only for the firms found to be eligible and scoring qualifying marks in accordance with Para 5 hereof. The Work will be awarded to **the lowest quoted bidder**.
- 1.6 Please note that the Client is not bound to accept any of the proposals submitted and reserve the right to reject any or all proposals without assigning any reasons.
- 1.7 The proposals must be properly signed as detailed below:
  - i. *by the proprietor in case of a proprietary firm*
  - ii. *by the partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney on Rs. 100/- stamp paper shall accompany the Proposal).*

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- iii. *by a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney on Rs. 100/- stamp paper shall accompany the proposal).*

### **1.8 Bid Security**

- 1.8.1 The applicant shall furnish as part of its Proposal, a Bid Security of Rs 1,00,000 (Rupees One lakh only) in the form of Demand draft/ Banker Cheque of a scheduled bank drawn in favour of Indian Academy of Highway Engineers payable at Noida (the “Bid Security”). The bid security of bidders except lowest bidder is returnable in the form of a Cheque or online transfer to bidder’s account not later than 15 (fifteen) days from the date of Opening of the Financial proposals. Amount of Bid security submitted by the selected bidder shall be returned to the bidder after signing of the Contract Agreement.
- 1.8.2 Any Bid not accompanied by the Bid Security as above shall be rejected by the Authority as non-responsive.
- 1.8.3 The IAHE shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 1.8.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the IAHE’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia* the time, cost and effort of the IAHE in regard to RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
  - (b) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement.

## **2 Documents**

- 2.1 To enable you to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.
- 2.2 At any time before the submission of proposals, the Client may, for any reason, modify the Documents by amendment or corrigendum. The amendment will be uploaded on IAHE and MORT&H website. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on IAHE website.

## **3. Preparation of Proposal**

The proposal must be prepared in two parts viz.

Part 1: Technical Proposal

Part 2: Financial Proposal

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### 3.1 Document in support of **Technical Proposal**:

3.1.1 The minimum essential requirement in respect of eligibility has been indicated in the Data Sheet. The proposal found deficient in any respect of these requirements will not be considered for further evaluation. The following documents must be furnished in support of technical capacity as per Formats given in Appendix-II:

- (i) **Forwarding letter for Technical Proposal in the Form-T1.**
- (ii) **Firm's relevant experience and performance for the last 3 years:** Project sheets in support of relevant experience as per Form-T2 supported by the experience certificates from clients in support of experience as specified in data sheet. Scope of services rendered by the firm should be clearly indicated in the certificate obtained from the client. The Manpower Agencies are advised to see carefully the evaluation criteria for Technical Proposal and submit the Project Sheets accordingly.
- (iii) **Firm's turnover for the last 3 years:** A tabular statement as in Form T3 showing the turnover of the applicant firm(s) for the last three years beginning with the last financial year (i.e. 2017-18, 2016-17 and 2015-16) certified by a Chartered Accountant/ attachment of copy of the Audited Balance sheet including of all related notes, income statements for last 3 financial year (i.e. 2017-18, 2016-17 and 2015-16).
- (iv) **Document fee:** The fee for the document amounting to Rs. 1,000 (Rupees One Thousand only) in the form of Demand Draft / Banker Cheque of a scheduled bank drawn in favour of Indian Academy of Highway Engineers payable at Noida must be furnished in a separate envelope while submitting the proposal.
- (v) **Bid Security:** The applicant shall furnish a Bid Security of Rs 1,00,000(Rupees One lakh only) in the form of Demand draft/ Banker Cheque of a scheduled bank drawn in favour of Indian Academy of Highway Engineers payable at Noida (the "Bid Security").
- (vi) The applicant shall furnish **Power of Attorney (POA)** on Rs. 100/- Stamp paper, if required, as mentioned in para 1.7 of LOI.
- (vii) The applicant is required to enclose **photocopies of the following documents along with the Technical Proposal failing which their bids shall be summarily rejected and will not be considered further:-**
  - (a) PAN/GIR No.
  - (b) GST Registration No.
  - (c) E.P.F. Registration No.
  - (d) E.S.I. Registration No.
  - (e) Registration of the firm with the concerned registering authority of the Government.
  - (f) Address proof of having registered office / Branch Office in NCR (Delhi/ Noida/ Ghaziabad/ Gurgaon/ Faridabad).
  - (g) Affidavit stating that the Company/Firm/Agency is not/has not been black listed by Central/any State Government/PSU
  - (h) Enclosure-2 pertaining to Declaration about Fraud and Corrupt Practices.

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3.1.2 The minimum essential requirement in respect of technical capacity has been indicated in the data sheet, the proposal found deficient in any respect of these requirements will not be considered for further evaluation.

3.1.3 The technical proposal must not include any financial information.

### **3.2 Financial Proposal**

3.2.1 The Financial proposal should include the costs associated with the assignment. Your financial proposal should be prepared strictly using, the formats attached in **Appendix - III**. Your financial proposal should clearly indicate the amount asked for by you without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the format attached in **Appendix-III** shall be considered non-responsive and is liable to be rejected.

3.2.2 The financial proposal shall take into account all types of the tax liabilities specified in the Data Sheet.

3.2.3 **Costs shall be expressed in Indian Rupees.**

### **4 Submission of Proposals:-**

4.1 The Applicant shall submit the Technical BID & Financial Bid online through Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>.

4.2 The applicant shall submit the following documents physically:

- (a) Document fee amounting to Rs. 1,000 (Rupees One Thousand only) in the form of Demand Draft / Banker Cheque of a scheduled bank drawn in favour of Indian Academy of Highway Engineers payable at Noida.
- (b) Bid Security of Rs 1,00,000/- (Rupees One Lakh only) in the form of Demand draft/ Banker Cheque of a scheduled bank drawn in favour of Indian Academy of Highway Engineers payable at Noida
- (c) Power of Attorney (POA) on Rs. 100/- Stamp paper, if required, as mentioned in para 1.7 of LOI.

4.3 The documents listed at clause 4.2 above shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the address and information indicated in the Data Sheet and shall be submitted to IAHE on or before the deadline for submission of bids.

4.4 The envelope shall be addressed to the following office:

**Indian Academy of Highway Engineers (IAHE)  
A-5, Sector-62, NH-24 Bypass,  
Noida-201301, U.P., Noida**

4.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the applicant.

4.6 BIDs submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

4.7 Your proposal must be valid for the number of days stated in the Data Sheet from the closing date of submission of proposal.

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## **5 Proposal Evaluation**

- 5.1** The proposals would be evaluated by a Committee constituted by Director, IAHE. A two-stage procedure will be adopted in evaluating the proposal. In the first stage- Technical Proposal, it will be examined as to whether:
- i) The Proposal is accompanied by Document fee and Bid Security
  - ii) The firm(s) have required experience
  - iii) The firm(s) have required turnover
  - iv) The documents are properly signed by the authorized signatories
  - v) The proposals have been received on or before the dead line of submission.
  - vi) The proposal is accompanied by the letter of authorization confirmed by a written power of attorney, along with copy of (a) PAN/GIR No., (b) Service Tax Registration No. (c ) E.P.F. Registration No., (d) E.S.I. Registration No., (e) Registration of the firm with the concerned registering authority of the Government.(f) Address proof of having registered office / Branch Office in NCR (Delhi/ Noida/ Ghaziabad/ Gurgaon/ Faridabad). (g) Affidavit stating that the Company/Firm/Agency is not/has not been black listed by Central/any State Government/PSU. (h) Enclosure-II pertaining to Declaration about Fraud and Corrupt Practices

In case answers to any of the above items is 'No' the bid shall be declared as non-responsive and shall not be evaluated further.

Applicants satisfying the minimum Eligibility Criteria as mentioned in the Data sheet and who had submitted the above mentioned documents shall be declared "pass" in Technical Proposals and Financial Proposal of only those applicants shall be opened and evaluated further.

## **5.2 Evaluation of Financial Proposal**

(i) For financial evaluation, total cost of financial proposal excluding Service Tax shall be considered. Service Tax shall be payable extra. The firm quoting least Service Charges (including uniform allowance, Overhead, and Profits) in the format as given in the Financial Bid shall be ranked L-1. The L-1 bidder shall be declared as the successful Firm.

## **6 Performance Security**

The firm will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee from the Bank (Generally, by SBI or its subsidiaries or any Indian nationalized bank or IDBI or ICICI or ICICI Bank or by a foreign bank through a correspondent bank in India) for an amount of Rs. 5,00,000/- (Rupees five lakh only) towards Performance Security. The Performance Security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the Company/Firm/Agency including extended contract period, if any. The performance BG shall be released upon successful completion of services. If a firm fails to submit the Performance Security (as specified above), it shall attract penalty -encashment of Bid Security submitted by the firm.



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### **7. Award of Contract**

The Client will award the assignment to the applicant whose Proposal has been determined to be substantially responsive to the RFP and who has offered the least Service Charges (including uniform allowance, Overhead, and Profits) in the bid.

### **8 Signing of Contract Agreement**

After having received the performance security and verified it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 15 days of receipt of valid Performance Security.

### **9. Client's Right to Accept Any Proposal and To Reject Any or All Proposals.**

The Client reserves the right to accept or reject any proposal, and to cancel the bidding process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Client's action.

10. The Client shall keep the bidders informed during the entire bidding process and shall host the following information on its website:

- i) Notice Inviting Tender (NIT)
- ii) Request For Proposal (RFP)
- iii) Amendments/corrigendum to RFP
- iv) Name of the bidder who is awarded the Contract

### **11. Confirmation**

We would appreciate you informing us by facsimile/e-mail *whether or not you will submit a proposal.*

Thanking you.

Yours sincerely,

Director  
Indian Academy of Highway Engineers  
Noida

Encl. as above

# **Engagement of Manpower agency for providing Manpower at IAHE, Noida**

## **DATA SHEET**

(References to corresponding paragraphs of LOI are mentioned alongside)

1. **The Name of the Work-**  
Engagement of Manpower Agencies/Firms/Companies for providing various types of Manpower to IAHE at Noida(Ref. Para 1.1)

(The Name of the work should be indicated in the format given in the technical proposal)

2. **The name of the Client is:** Director  
Indian Academy of Highway Engineers,  
A-5, Institutional Area , Sector-62  
Noida

3. **Duration of the work** -initial period of 12 months which is further extendable for two more years, year by year based on satisfactory provision of Services. In case the duration of services is extended, the validity of the Performance Security should be correspondingly extended (i.e. 90 days beyond the date of completion of all the contractual obligations of the Company/Firm/Agency including extended period)

4. **The Documents are:**
- |                    |                                |
|--------------------|--------------------------------|
| i. Appendix-I:     | Terms of Reference (TOR)       |
| ii) Appendix-II    | Formats for Technical Proposal |
| iii. Appendix-III: | Formats for Financial Proposal |
| iv. Appendix-IV:   | Draft Contract Agreement       |
- (Ref. Para 2.1)

5. **Bid Security:Rs 1,00,000/- (Rupees One Lakh only)** (Ref Para 1.8)

6. **Tax** (Ref. Para 3.2.2)

The firm shall pay all taxes (including GST), ESI, fees, levies and other impositions levied under the laws prevailing seven days before the last date of submission of the bids. The effects of any increase / decrease of any type of taxes levied by the Government shall be borne by the Client / Consultant, as appropriate.

7. **Proposal Validity period (Number of days): 60 days** (Ref. Para 4.7)
8. **Evaluation criteria:** (Ref. Para 3 & 5)
- 8.1 **First stage evaluation - eligibility requirement.** (Ref. Para 3.1 & 5.1)

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**Table-1: Minimum Eligibility Requirements**

S.No.	Minimum experience and performance of similar nature works (for past performance attach undertaking for any litigation history/ and arbitration).	Average Annual turnover
1.	A Firm applying for a work should have experience of successfully providing <b>Manpower services (Housekeeping/ Gardening/ Clerical/Technical/office)</b> in any Government Departments/PSUs /Banks or private sector enterprises of minimum average value of <b>Rs 100 lakhs (excluding service tax/GST) ( per year )</b> during last 03 (three) financial years.	Average annual turnover for last 3 (three) financial years (i.e. 2017-18, 2016-17 & 2015-16) should be equal to or more than <b>Rs.3.00 crore</b> (certified by the Chartered Account along with attested copy of income Tax return/ Audit accounts by CA shall be submitted in support of the turnover of the firm).
2.	A Firm applying for a work should have experience of successfully providing <b>Manpower services (Housekeeping/ Gardening/ Clerical/Technical/office)</b> in any Government Departments/PSUs /Banks or private sector enterprises of one work of minimum value of <b>Rs 25 lakhs (excluding service tax/GST) ( per year )</b> during last 03 (three) financial years.	

The Firm shall fulfill all the requirements given in Table-1.

### 8.2 Second stage - Evaluation of Financial proposal

Financial Proposals of all qualified firms in accordance with clause 5.1 and 5.2 of Letter of Invitation shall be opened.

The work will be awarded to the firm who has offered the lowest evaluated Bid Price in accordance with clause 1.3 and 5.2.

9. Commencement of Assignment: The agency shall commence the services within fifteen days of the date of effectiveness of the contract at IAHE, Noida

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APPENDIX- I

## TERMS OF REFERENCE (TOR)

### Engagement of Manpower Agencies/Firms/Companies for providing various types of Manpower to IAHE at Noida

#### 1. General

Indian Academy of Highway Engineers (IAHE) herein after called client has proposed to engage eligible Manpower Agencies/Firms/Companies for providing various types of Manpower such as Graduate Engineers, Administrative/Accounts/Finance Personnel and Secretarial / Accounts Staff on contract at fixed remunerations as decided by IAHE and as per requirement of IAHE and Other Personnel like Supervisors, Electricians, Bus Drivers, Plumber, Hostel Wardens, Gardeners, Housekeepers, Multitasking Staff etc. on contract based on Minimum Wages fixed by the Government of National Capital Territory of Delhi.

#### 2. Scope of Services

In consideration of the fees/charges required to be quoted, the agency shall faithfully, expeditiously, economically and honestly perform the services in connection with the said work which includes but not be limited to the following:-

(a) Deploy various types of Manpower to IAHE (as per bill of quantities) for an initial period of 12-months ( one year) which is further extendable for two more years , year by year based on satisfactory provision of Services. Some personnel namely Graduate Engineers, Administrative/ Accounts/Finance Personnel and Secretarial / Accounts Staff are to be provided on contract at fixed remunerations as per requirement of IAHE which shall be specified from time to time **who are to be supplied and deployed within one month of requisition by IAHE**. Other Personnel like Supervisors, Electricians, Bus Drivers, Plumber, Hostel Wardens, Gardeners, Housekeepers, Multitasking Staff etc. are to be provided on contract based on Minimum Wages fixed by the Government of National Capital Territory of Delhi. **However, the actual numbers of personnel may vary from time to time depending on the requirement of the Institute**, the agency has to deploy the personnel as per the actual requirement of IAHE & remuneration decided by IAHE/ Minimum Wages fixed by the Government of National Capital Territory of Delhi. At present, the Institute requires Manpower of various categories as per details given at **Enclosure-I**.

(b) The Services providing Agency shall furnish the following documents in respect of the personnel who will be deployed at IAHE, Noida before the commencement of work or required by IAHE from time to time:

- (i) List of persons shortlisted by the Agency for deployment in IAHE containing their full details such as date of birth, marital status, address, educational and professional qualification, experience etc.
- (ii) Bio-data of the person with a photograph affixed.
- (iii) Character Certificate of deploy personnel from a Gazetted Officer of the Central/State Government.

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- (c) The service Provider shall have to submit the Police verification of the personnel deployed within a period of one month of deployment of the particular personnel.
- (d) The Service Provider shall provide identity cards to the personnel so deployed in IAHE carrying the photograph of the person and such personal information as name, date of birth, designation and identification mark etc.
- (e) The Service Provider shall depute a Coordinator who would be responsible for immediate interaction with IAHE so that persons deployed by the Agency could be availed without any disruption.

### **3. Terms & conditions**

- (a) The Manpower will be deployed in the premises of IAHE as per the IAHE working days, i.e., from Monday to Saturday from 09.00 hrs to 17.30 hrs with half an hour lunch break from 13.00 hrs to 13.30 hrs (except for manpower employed in shifts like Electrician and Hostel Warden). However, the Agency may be required to deploy such personnel, with payment of stipulated wages for the extra duty hours. Personnel can also be deployed during public holidays. **Minimum wages for duty on holidays and extra duty hours shall be as per Minimum wages as fixed by the Govt. of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act ( applicable from time to time). Failure on part of the Service Provider to pay the staff based on such minimum wages for duty during holidays and extra duty hours shall invite action against the Service Provider including Termination of the Contract.**
- (b) The agency shall be responsible for management of manpower deployed by him including arranging timely arrival at duty place, punctuality in payment to the manpower in compliance with the statutory requirements and other terms & conditions of the tender document.
- (c) The period of the contract shall be for an initial period of one year which is further extendable for two more years, year by year based on satisfactory provision of Services. However, the contract may be curtailed /terminated before the contract period in case of deficiency in service including non-Supply/deploy of requisite Personnel within the stipulated period or substandard quality of personnel deployed by the Agency/Firm/Company.
- (d) The Institute also reserves the right to terminate the contract at any time after giving **three months' notice** to the selected Agency/Firm/Company. Similarly, the selected Agency/Firm/Company is requested to give three months 'notice to IAHE in case it wants to discontinue the services.
- (e) In case, the person deployed by the Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence and security risk, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from work, if required by the IAHE with immediate effect.

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(f) The Service Provider shall ensure that any details of office, operational process, technical know-how, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in IAHE.

(g) The Service Provider shall ensure proper conduct of its personnel in office premises and enforce prohibition of consumption of alcoholic drinks, paan / paan-masala and smoking of Bidi/Cigarettes, loitering without work etc.

(h) It will be the responsibility of the Service Providing Agency to meet all other contingency expenses, i.e., uniform, quarter for staying etc. in respect of the personnel deployed by the Agency in IAHE and IAHE will have no liabilities in this regard, whatsoever.

(i) The Service Providing Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to Manpower personnel deployed in IAHE. The IAHE shall in no way, be responsible for settlement of such issues, whatsoever.

(j) The IAHE shall not be responsible for any damages, losses, claims, financial or other injury to any Manpower personnel deployed by the Agency during the course of their performing the duties, or for any payment towards any compensation, as the case may be.

(k) In case of termination of this contract on its expiry or otherwise, the manpower deployed by the Service Providing Agency shall not be entitled to, and, will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity in IAHE.

(l) Service Providing agency shall have to pay salaries to the personnel engaged by them at IAHE which **should not be less than the Minimum wages as fixed by the Government of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act.** The Service provider shall also be responsible to pay revised salaries to its employees (engaged by them at IAHE) whenever revision of Minimum wages are affected by the Government of National Capital Territory of Delhi under the minimum wages act so that the salary paid by them is not less than the Minimum Wages as fixed by the Government of National Capital Territory of Delhi at any point of time. **Responsibility of informing IAHE about the revision of the minimum wages as mentioned above lies with the service provider.** Service Providing agency shall have to pay salaries to the personnel on contract at fixed remunerations as decided by IAHE.

(m) The Service Provider shall be responsible for compliance of all statutory provisions relating, Employees Provident Fund (EPF), GST and Employees State Insurance Act (ESI) etc. in respect of the manpower deployed in IAHE.

(n) The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to IAHE to concerned tax collection authorities from time to time as per the extant rules and regulations on the matter.

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(o) In case, the Service Provider fails to comply with any statutory/taxation liability under appropriate law and as a result thereof IAHE is put to any loss, obligation- monetary or otherwise, IAHE will be entitled to get itself reimbursed out of the outstanding bills of the Agency/Firm/Company or to encash the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.

(p) The Agency shall disburse the remuneration (by NEFT/RTGS or A/c payee cheque in the name of concerned person) to the deployed manpower for the preceding month latest by 10<sup>th</sup> of the following month. The bill, in triplicate shall be submitted along with the attendance sheet to IAHE. The Institute will release the payment within 7 working days from the date of submission of bills complete in all respect along with the supporting documents. In order to ensure timely payment to the deployed Manpower, submission of bills and payment to the Agency, following procedure shall be adopted:

- (i) The agency shall submit the attendance of deployed Manpower to IAHE for the preceding month within 2 working days.
- (ii) Attendance shall be verified by IAHE within 2 working days from submission of attendance.
- (iii) The agency shall disburse the remuneration to the deployed manpower for the preceding month latest by 10<sup>th</sup> of every month.
- (iv) The agency shall submit the bill to IAHE latest by 10<sup>th</sup> of every month.
- (v) IAHE shall release the payment within 7 working days from the date of submission of bills (complete in all respects along with the supporting documents.)

(q) The Claims in bills regarding Employees State Insurance, Provident Fund, etc. should necessarily be accompanied with documentary proof of having deposited these statutory charges pertaining to the month's bill. A proportionate amount of the bill/ whole of the bill amount shall be withheld till such time the necessary documentary proof is furnished.

(r) **Employer contribution towards EPF and ESI** as per applicable rates for the 2<sup>nd</sup> and subsequent month will be released on submission of proof regarding deposition of these charges (to the Relevant Government Authorities) pertaining to the first month /previous month. **Non submission of proof of EPF & ESI as mentioned above shall be treated as noncompliance of the Contract.** Service Tax Shall to be deposited by the Service Provider as per Govt. norms from time to time to the relevant Government Authorities. Service tax shall be reimbursed by IAHE on submission of Challan (proof of deposition of Service tax to the relevant authorities) by the Service provider as per Government norms pertaining to Service tax from time to time.

(s) Payment to Manpower Agency shall be paid as per procedure mentioned in Appendix-III.

## **Engagement of Manpower agency for providing Manpower at IAHE, Noida**

(t) **Penalties:** In the event of any complaint and /or non-fulfillment of any of the terms of the agreement regarding indiscipline, misbehavior missing from the duty point etc., the Institute may impose fine not exceeding Rs.10,000/- (Rupees Ten Thousand only) for any one of the above mentioned act depending upon the its nature and the fine so imposed shall be recovered by deducting the amount from the pending bills or otherwise including security deposit submitted for this purpose. A written complaint from any Officer of IAHE will be valid document for accepting the complaint. It will be the responsibility of the contractor to prove it to the entire satisfaction of the Institute that penalties need not to be imposed. The decision of the Institute in this regards will be final and binding to the contractor.

(u) The agency shall observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, IAHE for the purpose of this paragraph, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.
- (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non competitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (v) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (vi) “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 Selection Process.



## Engagement of Manpower agency for providing Manpower at IAHE, Noida

Enclosure-I

### Details of Manpower required by IAHE

A) On contract as per minimum Wages fixed by the Government of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act

Sl. No.	Name of the Services post	No. of posts	Category as Minimum Wages Act	Minimum Educational Qualification & Experience	Maximum Age
1.	Multi Tasking Staff (MTS)	3	Matriculates but not Graduates	-	55 yrs
2.	Electricians	3 (one for each shift of 8 hrs round the clock)	Skilled	Certificate from ITI in Electrical/HVAC/Wiring with 3 years' experience in relevant field	55 yrs
3.	Hostel warden	3 (one for each shift of 8 hrs round the clock)	Graduates & above	-	55 yrs
4.	Plumber	1	Skilled	5 years experience in relevant field	55 yrs
5.	Gardening Supervisor	1	Skilled	8 <sup>th</sup> pass from a recognized Board/School with 10years experience in supervision of Gardening	55yrs
6.	Gardener	6	Semi- Skilled	3 years' experience in relevant field	55yrs
7.	Housekeeping Supervisor	2	Skilled	8 <sup>th</sup> pass from a recognized Board/School with 10 years experience in supervision of House-Keeping	55 yrs
8.	House Keeper	8	Semi- Skilled	3 years' experience in relevant field	55 yrs
9.	Bus Driver	2	Skilled	Secondary School & Valid Driving License (HMV) with 5 years experience in driving Bus	50 yrs
10.	Painter**	As per requirement	Skilled		55yrs
11.	Mason**		Skilled		55yrs
12.	Carpenter**		Skilled		55yrs

\*\* shall be employed on daily basis as and when required by IAHE.

## Engagement of Manpower agency for providing Manpower at IAHE, Noida

### B) On contract at fixed rates decided by IAHE

IAHE may require Graduate Engineers, Administrative/ Accounts/Finance Personnel and Secretarial / Accounts Staff for office work and they are to be appointed on contract at fixed remunerations as decided by IAHE. The requirement of these Contract Staff (at fixed remunerations), their minimum qualification requirements etc shall be intimated by IAHE from time to time as and when the requirement arises. Such personnel as per specified qualification should be supplied within a month of requisition of such personnel. **Fixed salaries as decided by IAHE for these personnel are all inclusive and no amount shall be paid over and above these fixed rates (except Service Charge and GST).**

The present requirement of personnel on contract at fixed rates is as under:

Sl. No.	Name of the Services post	No. of posts	All-inclusive fixed salary in Rs. per month(except service charge and GST)	Minimum Educational Qualification & Experience
1.	Graduate Engineer (Civil)	1	40,000/-	Graduation in Civil Engg. from recognized University with <b>three</b> year or more experience.
2.	Administrative Personnel (Training)	2	30,000/-	Graduate in any discipline from recognized University/Institute with <b>One</b> year or more experience in relevant field.
3.	Administrative Personnel (IT)	1	30,000/-	
4.	Accounts Personnel	1	30,000/-	B.Com from recognized University/Institute with <b>Three</b> year or more experience in Accounts.
5.	Accounts Staff	1	20,000/-	B.Com from recognized University/Institute with <b>one</b> year or more experience in Accounts.
6.	Secretarial Staff (Training)	2	20,000/-	Graduate in any discipline from recognized University/Institute with <b>One</b> year or more experience in relevant field.
7.	Secretarial Staff (IT)	1	20,000/-	

# **Engagement of Manpower agency for providing Manpower at IAHE, Noida**

**Enclosure-II**

## **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 document, 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 hereby certify 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 to 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; Name & Designation with office Seal

# Engagement of Manpower agency for providing Manpower at IAHE, Noida

Enclosure-III

PROFORMA FOR PERFORMANCE BANK GUARANTEE  
(On stamp paper of appropriate value from any Nationalized Bank)

To,

Director,  
INDIAN ACADEMY OF HIGHWAY ENGINEERS  
Plot No. A - 5, Sector - 62,  
NOIDA - 201 301.

Dear Sir,

In consideration of INDIAN ACADEMY OF HIGHWAY ENGINEERS (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to ..... (here in after referred to as the said Contractor or Contractor' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. .... In terms inter alia, of the IAHE's Letter No. .... dated. .... and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under in connection with the said contract up to a sum of Rs5,00,000/- (Rupees Five Lakhs only)

1. We. .... (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the contractor to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. ..../- (Rupees.....only).
2. We ..... Bank further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account there of and the decisions of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s)

## **Engagement of Manpower agency for providing Manpower at IAHE, Noida**

increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of.....
8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time anyway may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.
11. We. ....the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.

## **Engagement of Manpower agency for providing Manpower at IAHE, Noida**

12. Notwithstanding anything contained herein before, our liability under this guarantee is \_\_\_\_\_ restricted to Rs. \_\_\_\_\_ (Rs.\_\_\_\_) and the guarantee shall remain valid till\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 15 months i.e. upto 3 months beyond the expiry of contract of 12 months.

Dated .....day of .....20 .

For and on behalf of Bank.

Designation and name of Bank Official(with Bank Stamp)

# Engagement of Manpower agency for providing Manpower at IAHE, Noida

APPENDIX-II

## TECHNICAL PROPOSAL

### Form-T1

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To, \*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*

**Sub: Engagement of Manpower Agencies/Firms/Companies for providing various types of Manpower to IAHE at Noida**

Dear Sir,

With reference to your RFP Document dated 3<sup>rd</sup> September 2015, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as **Manpower Agencies/Firms/Companies for providing various types of Manpower to IAHE at Noida**. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates 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 against the Applicant, 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.

## **Engagement of Manpower agency for providing Manpower at IAHE, Noida**

7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 9 of the RFP document.
8. I/We declare that we/any member of the consortium, are/is not a Member of any other Consortium applying for Selection as a Consultant.
9. I/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 would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to 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 for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid Security of Rs. 1,00,000/- (Rupees One lakh only) and fee for document of Rs. 1000/- (One thousand only) in the form of a Demand draft/ Banker Cheque are attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this valid for 60(Sixty days) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.



## **Engagement of Manpower agency for providing Manpower at IAHE, Noida**

17. In the event of my/our firm/consortium being selected as the Consultant, I/we agree to enter into any Agreement in accordance with the form Appendix IV of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of and documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of work.
19. The Technical proposal is being submitted in hard copy and is being submitted online also. Financial Proposal is being submitted online only. The Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,  
(Signature, name and designation of the authorized signatory)  
(Name and seal of the Applicant/Lead Member)

### Enclosures:

1. Power of Attorney (POA) as mentioned in para 1.7 of LOI.
2. Bid Security & document fee as mentioned in para 3.1.1 of LOI.
3. Firm's relevant experience as mentioned in para 3.1.1 of LOI (Form T-2 with enclosures).
4. Firm's turnover as mentioned in para 3.1.1 of LOI (Form T-3 with enclosures).

# Engagement of Manpower agency for providing Manpower at IAHE, Noida

Appendix- II  
Form-T2

## FIRM'S RELEVANT EXPERIENCE

Relevant Services Carried out in the Last three Years (2015-16 onwards)  
Which Best Illustrate Qualifications

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client:

### Details of work Experience for the year 2015-2016

Name of the Firm:

SN	Name of Work	Work-1	Work-2	Work-3	Work-4
1	Agreement /work order reference				
2	Name of the client				
3a	No. of Manpower supplied at minimum wages				
3b	No. of Supervisory or other personnel supplied				
4	Date of start				
5	Status of work i.e. whether completed/ ongoing				
6	Actual date of completion/ in case of ongoing contracts date up to which payment received				
7	Total fees received during 2015-16 (excluding Service Tax)				
8	Ref to Clients certificate (page no at which Clients Certificate is placed to be referred )				
9	Contact Details of Clients including Phone no & address for further enquiry				

**Total Fees received during 2015-16 (excluding service tax) = Total Fees received (as per Sl no. 7 in the table above) during 2015-16 for ( Work 1+ Work 2 + Work 3 + Work 4 + ..... ) =**  
Rupees \_\_\_\_\_

**Note:**

In case of number of works of more than 4, more columns can be added in the above table and can be continued on next page for the relevant Year (2015-16)

# Engagement of Manpower agency for providing Manpower at IAHE, Noida

## Details of work Experience for the year 2016-2017

Name of the Firm:

SN	Name of Work	Work-1	Work-2	Work-3	Work-4
1	Agreement /work order reference				
2	Name of the client				
3a	No. of Manpower supplied at minimum wages				
3b	No. of Supervisory or other personnel supplied				
4	Date of start				
5	Status of work i.e. whether completed/ ongoing				
6	Actual date of completion/ in case of ongoing contracts date up to which payment received				
7	Total fees received during 2016-17 (excluding Service Tax)				
8	Ref to Clients certificate (page no at which Clients Certificate is placed to be referred )				
9	Contact Details of Clients including Phone no & address for further enquiry				

**Total Fees received during 2016-17 (excluding service tax) = Total Fees received (as per Sl no. 7 in the table above) during 2016-17 for ( Work 1+ Work 2 + Work 3 + Work 4 + -----) =**

Rupees \_\_\_\_\_

**Note:**

In case of number of works of more than 4 , more columns can be added in the above table and can be continued on next page for the relevant Year (2016-17)

## Engagement of Manpower agency for providing Manpower at IAHE, Noida

### Details of work Experience for the year 2017-2018

Name of the Firm:

SN	Name of Work	Work-1	Work-2	Work-3	Work-4
1	Agreement /work order reference				
2	Name of the client				
3a	No. of Manpower supplied at minimum wages				
3b	No. of Supervisory or other personnel supplied				
4	Date of start				
5	Status of work i.e. whether completed/ ongoing				
6	Actual date of completion/ in case of ongoing contracts date up to which payment received				
7	Total fees received during 2017-18(in Rs) (excluding Service Tax)				
8	Ref to Clients certificate (page no at which Clients Certificate is placed to be referred )				
9	Contact Details of Clients including Phone no & address for further enquiry				

**Total Fees received during 2017-18 (excluding service tax) = Total Fees received (as per Sl no. 7 in the table above)during 2017-18 for ( Work 1+ Work 2 + Work 3 + Work 4 + ..... ) =**  
Rupees \_\_\_\_\_

**Note:**

In case of number of works of more than 4 , more columns can be added in the above table and can be continued on next page for the relevant Year (2017-18)

## **Engagement of Manpower agency for providing Manpower at IAHE, Noida**

**Note:**

- 1. Only the value of contract as executed by the firm in its own name should be indicated. All the pages of the Technical Bid are to be numbered continuously and page no is to be referred under the reference column**
  
- 2. All the details should be supported by documentary proof, i.e., clients certificates clearly indicating the required details as number of different categories of manpower supplied, commencement and actual completion date and contract amount payable and payments made to the Manpower Service provider during at particular year i.e. 2015-16,2016-17 & 2017-18 ( wherever applicable) etc., in addition they will be required to submit list showing name & address, category of manpower supplied and ESI, PF challan in support of the work experience.**
  
- 3. The experience of the Principal Firm / Agency will only be considered for evaluation of Tender. The experience of any Strategic alliance / partnership firm etc, will not be considered for evaluation**

**Signature of Authorized Representative**

**(Certificate from Employer regarding experience should be furnished)**

**Engagement of Manpower agency for providing Manpower  
at IAHE, Noida**

APPENDIX-II

Form- T3

**Financial Capacity of the Applicant**

Name of the tenderer:

All amount in Rupees in Lakh

SN	Description	2015-16	2016-17	2017-18
1.	Annual Turnover			

**NOTE:**

1. Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial year, as indicated above.
2. The financial data in above prescribed Performa shall be certified by Chartered Accountant/Company Auditor under his signature & stamp.
3. The Annual Turnover of the Principal Firm / Agency will only be considered for evaluation of Tender. The Annual Turnover of any Strategic alliance / partnership firm etc, will not be considered for evaluation.

Please do not attach any printed Annual Financial Statement.

**Signature of Authorized Representative**

**(Certificate from Employer regarding experience should be furnished)**

**Engagement of Manpower agency for providing Manpower  
at IAHE, Noida**

Appendix III

**(Form- F-1)  
FINANCIAL PROPOSAL**

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir:

Subject: **Engagement of Manpower Agencies/Firms/Companies for providing  
various types of Manpower to IAHE at Noida**

Regarding Price Proposal

I/We \_\_\_\_\_ Service provider agency/ firm  
herewith enclose\*Price Proposal for selection of my/our firm/organization as Service  
provider agency/ firm for \_\_\_\_\_

faithfully,

Yours

Signature\_\_\_\_\_

Full Name\_\_\_\_\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

(Authorized Representative)

**\*The Financial proposal is to be filled strictly as per the format given in RFP.**

# Engagement of Manpower agency for providing Manpower at IAHE, Noida

Appendix III

## (Form- F-2) Form of Financial Proposal

I, the undersigned, offer to provide Services to provide Manpower to IAHE in accordance with your RFP[Dated 28.12.2018].Our **Services Charges** including uniform allowance,Overhead & Profit is (in figures) \_\_\_\_\_% **(Percentage)** ( in words \_\_\_\_\_Percent) over and above the **Total cost per month excluding GST (D** as given at para 1.2 of Annexure to Form F-2)

1. Our financial proposal shall be binding upon us upto the expiration of the validity period of the proposal, i.e., [Date \_\_\_\_\_].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Signature\_\_\_\_\_

Full Name\_\_\_\_\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

(Authorized Representative)



# Engagement of Manpower agency for providing Manpower at IAHE, Noida

Appendix III

## Annexure to Form F-2

### 1.1 Summary of Estimated cost for providing Manpower to be provided on contract

Sl. No.	Name & Category of the Services post	No. of persons	Monthly Remuneration per person per month	Amount
<b>A. On contract as per minimum Wages fixed by the Government of National Capital Territory of Delhi in scheduled employment under Minimum Wages Act</b>				
1	<b>Category-Skilled</b>			
	(a)	Housekeeping Supervisor	2	
	(b)	Gardening Supervisor	1	
	(c)	Electrician (shift duty)	3	
	(d)	Plumber	1	
	(e)	Bus Driver	2	
	<b>Total</b>	<b>9</b>	<b>16962</b>	<b>152658</b>
2	<b>Category-Semi Skilled</b>			
	(a)	Gardener	6	
	(b)	House Keeper	8	
	<b>Total</b>	<b>14</b>	<b>15400</b>	<b>215600</b>
3	<b>Category-Matriculates but not Graduates</b>			
	(a)	MTS	3	
	<b>Total</b>	<b>3</b>	<b>16962</b>	<b>50886</b>
6	<b>Category- Graduates and above</b>			
	(a)	Hostel Warden (Shift duty)	3	
	<b>Total</b>	<b>3</b>	<b>18462</b>	<b>55386</b>
	<b>Total (A)</b>	<b>29</b>		<b>474530</b>
<b>B. On contract as per monthly fixed salary as per requirement of IAHE</b>				
1	Graduate Engineer (Civil)	1	40000	40000
2	Administrative Personnel (Training)	2	30000	60000
3	Administrative Personnel (IT)	1	30000	30000
4	Accounts Personnel	1	30000	30000
5	Accounts Staff	1	20000	20000
6	Secretarial Staff (Training)	2	20000	40000

## Engagement of Manpower agency for providing Manpower at IAHE, Noida

Sl. No.	Name & Category of the Services post	No. of persons	Monthly Remuneration per person per month	Amount
7	Secretarial Staff (IT)	1	20000	20000
	<b>Total (B)</b>	<b>9</b>		<b>240000</b>
	<b>Grand Total</b>	<b>38</b>		<b>714530</b>

1.2 Total cost of providing Manpower per month would be calculated as per following methodology

A= Total Monthly Remuneration of personnel paid as per Minimum wages above

B= Total Monthly Remuneration of personnel paid as per fixed rate as mentioned above

C= Employer contribution towards EPF and ESI as per applicable rates (as percentages of A) and rules valid from time to time

D= Total cost per month excluding GST = A + B + C

E = Contractor's Service Charges including uniform allowance, Overhead & Profit (As a percentage of D)

F= Total cost per month including Service charges = D+ [(D) x (E/100)]

G= GST as percentage of F (as per relevant guidelines existing from time to time)

H= Total Cost Per Month = F + [(F)x (G/100)]

**Note:-**

- (i) All statutory charges, as applicable like ESI & EPF shall not to be quoted by the bidder. Such charges shall be paid by IAHE as per Govt Norms. Service Provider has to deposit the contribution of the employee (to be deducted from Salary) and employer ( to be paid by IAHE) to the concerned department.
- (ii) **Employer contribution towards EPF and ESI** as per applicable rates for the 2<sup>nd</sup> and subsequent month will be released on submission of proof regarding deposition of these charges (to the Relevant Government Authorities) pertaining to the first month /previous month
- (iii) **GST** shall to be deposited by the Service Provider as per Govt norms from time to time to the relevant Government Authorities. Service tax shall be reimbursed by IAHE on submission of Challan (proof of deposition of Service tax to the relevant authorities) by the Service provider as per Government norms pertaining to Service tax from time to time.

1.3 Bidders are only to quote the Service Charges including uniform allowance, Overhead & Profit as a percentage of D (as mentioned at para 1.2 above )

## **Engagement of Manpower agency for providing Manpower at IAHE, Noida**

2. The quoted rates shall be valid for 60 days from the last date of submission of tender.
3. If the wages are revised subsequently by the Govt of NCT Delhi, the incremental wages (only for wages component excluding any other charges), if applicable, will be provided on submission of necessary circulars/orders of the Government along with the revised calculation sheets. **Responsibility of informing IAHE about the revision of the minimum wages as mentioned above lies with the service provider.**
4. The offer/bid which is not in compliance with the Minimum Wages Act and any other labor laws will be treated as invalid.
5. The contract is initially for one year which is further extendable for two more years, year by year based on satisfactory provision of Services
6. The number of manpower shown above is indicative and actual number may vary.

Signature of Managing Director/  
Head of the firm/Authorized Representative

Full Name:  
Seal:

Date:

Place:

**Engagement of Manpower agency for providing Manpower  
at IAHE, Noida**

Appendix IV

**Section-V-Draft Contract Agreement**

**CONTRACT AGREEMENT**

**BETWEEN**

**INDIAN ACADEMY OF HIGHWAY ENGINEERS**

**A-5, Institutional Area, Sector-62, Noida (U.P)**

**AND**

**---**

**FOR**

**Engagement of Manpower Agencies/Firms for providing various types of  
Manpower to IAHE at Noida**

**Engagement of Manpower agency for providing Manpower  
at IAHE, Noida  
Draft Form of Contract**

**AGREEMENT of Contract for Providing the Manpower in IAHE**

This agreement made on the ..... Day of \_\_\_\_\_ Month Year Two Thousand Fifteen between the INDIAN ACADEMY OF HIGHWAY ENGINEERS, Plot No. A-5, Sector-62, NOIDA, (hereinafter called “IAHE”) of the one part, which expression shall include his successors and assigns and M/s ..... (herein after called “The Service Provider”) which expression shall include his heirs, executors, administrators and assigns of the other part.

Whereas IAHE is desirous of hiring of contractual which should be deployed by the Contractor, viz “.....” etc.in IAHE Campus and has accepted a Bid of the Contractor for the execution and deployment of Security personnel therein.

Now this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a- RFP No. IAHE/Admin /17/Tender-Manpower Agency/2018-19 dated 27.12.2018
  - b- IAHE’s Work Order No.....
  - c- Performance Security.....
3. In consideration of the payment to be made by the IAHE to the contractor as hereinafter mentioned, the Contractor hereby covenants with IAHE to execute and deployment of contractual manpower and remedy any defects therein in conformity in all respect with the provisions of this agreement.
4. The INDIAN ACADEMY OF HIGHWAY ENGINEERS hereby covenants to pay the Contractor in consideration of the execution and deployment of contractual

## **Engagement of Manpower agency for providing Manpower at IAHE, Noida**

manpower and the remedying of defects therein the Contract Price or such other sum as may become payable at the times and in the manner prescribed by this agreement.

5. Obligations of the Contractor - The contractor shall ensure full compliance of tax laws of the India with regards to this agreement and shall be solely responsible for the same. The contractor shall submit the copies of acknowledgements evidencing filling of returns every year, receipt of all statutory obligations month wise and shall keep the employer fully indemnified against liability of tax, interest, penalties etc. of the contractor in respect thereof, which may arise.
6. The court at the Delhi/New Delhi shall be the exclusively jurisdictions for all dispute arising out of this agreements between the parties.

In Witness whereof the parties hereto have this Agreement to be executed the day and year first before written.

Signed, Sealed and Delivered by the Said

Binding signature for and on behalf of  
INDIAN ACADEMY OF HIGHWAY ENGINEERS,  
NOIDA.

\_\_\_\_\_

Binding Signature for and on behalf of  
The Service Provider

\_\_\_\_\_

In the presence of

Witness (1):

Witness (2):